

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
BOARD CHAMBER, TWIN OAKS TOWN HALL  
1381 BIG BEND ROAD  
WEDNESDAY, MAY 19, 2021, 7:00 p.m.**

To balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, face coverings are required for those attending this meeting of the Board of Aldermen. Individuals who have been fully vaccinated against COVID-19 may choose to not wear a face covering.

In addition, the meeting will also be livestreamed on Facebook so that the public may watch and listen to the meeting virtually. The livestream of the meeting will be accessible by tablet/laptop/PC or mobile device at [www.facebook.com/twinoaksmo](http://www.facebook.com/twinoaksmo).

Residents and others who wish to comment may also email their comments to City Clerk Frank Johnson, [fjohnson@cityoftwinoaks.com](mailto:fjohnson@cityoftwinoaks.com), by 5 p.m. on May 19, 2021, and their comments will be shared with the Board at the appropriate time.

**Tentative Agenda**

- 1) **REGULAR MEETING CALLED TO ORDER**
- 2) **PLEDGE OF ALLEGIANCE**
- 3) **ROLL CALL**
- 4) **APPROVAL OF AGENDA**
- 5) **APPROVAL OF CONSENT AGENDA**
  - a) Board of Aldermen Work Session Minutes from May 5, 2021
  - b) Board of Aldermen Regular Session Minutes from May 5, 2021
  - c) Bills List from May 1 to May 14, 2021
  - d) Credit Card List from April 1 to April 30, 2021
- 6) **REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS**
  - a) Financial Statements — Jeff Blume
- 7) **PRELIMINARY CITIZEN COMMENTS**

(Remarks shall be limited to three (3) minutes on any one subject unless time is extended by the Board)
- 8) **NEW BUSINESS**
  - a) Resolution No. 2021-14:     **A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH COGENT INC, DBA VANDEVANTER ENGINEERING FOR THE REPAIR OF AN INOPERABLE WATERFALL PUMP.**

- b) Resolution No. 2021-15: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH HARVEY'S SERVICES, INC. FOR THE REMOVAL OF EXISTING LANDSCAPING AND INSTALLATION OF NEW LANDSCAPING ON GOLDEN OAK COURT.
- c) Resolution No. 2021-16: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH TOPPS PAVING AND SEALING LLC FOR APPLICATION OF AN ASPHALT OVERLAY TO WALKING PATHS IN TWIN OAKS PARK.
- d) Resolution No. 2021-17: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING A CONCEPT PLAN FOR SIDEWALKS ALONG A PORTION OF CRESCENT AVENUE; AUTHORIZING THE PREPARATION OF CONSTRUCTION PLANS; AUTHORIZING THE MAYOR AND CITY CLERK TO NEGOTIATE THE ACQUISITION OF PROPERTY INTERESTS; AND PROVIDING FURTHER AUTHORITY.
- e) Bill No. 21-07: AN ORDINANCE APPROVING AMENDMENTS TO THE TWIN OAKS PARK AREA RESERVATION POLICY AND PROCEDURES, MUNICIPAL CODE SECTION 220.040

9) DISCUSSION ITEMS

10) ATTORNEY'S REPORT

11) CITY CLERK'S REPORT

12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

(Remarks shall be limited to three (3) minutes on any one subject unless time is extended by the Board)

14) ADJOURNMENT

Frank Johnson  
City Clerk

POSTED: May 17, 2021, 3 p.m.

**Please note:** Any person requiring physical or verbal accommodations should contact the city office 12 hours prior to meeting at 636-225-7873. Copies of public records for this agenda are available for public inspection before and at the time of the meeting.

**MINUTES OF THE WORK SESSION  
TWIN OAKS CITY HALL  
CITY OF TWIN OAKS BOARD OF ALDERMEN  
WEDNESDAY, MAY 5, 2021**

The Work Session was called to order by Mayor Fortune at 6:15 p.m. pursuant to public notice and agenda. Roll Call was taken:

Mayor Russ Fortune-yea

Aldermen Lisa Eisenhauer –yea  
Tim Stoeckl-yea  
April Milne – yea  
Dennis Whitmore – yea

Also Present: Frank Johnson, City Clerk  
Paul Rost, Attorney  
Tiffany Campbell, BFA Engineering

**SIDEWALK PROJECT PRIORITIZATION**

Tiffany Campbell of BFA Engineering reviewed existing sidewalk projects the City has considered within the last few years. The first project was presented in 2012 laid out a potential trail system within the City. The trails would have created a connection between the two ends of the City. This plan also addressed a larger stormwater issue within the City as well.

The second plan, developed in 2015, sketched a route along Boly Lane and Autumn Leaf from Big Bend to Birnamwood Trials. In 2019, the Board considered a third plan wioth a reduced scope that would have involved widening the Boly Lane entrance and put a sidewalk along the west side of Boly Lane.

In 2020, Weiss Engineering developed a sidewalk plan which ran along the north side of Crescent Avenue from Crescent Road to Meramec Station Road. This was developed as part of a Grant application which was submitted, however the City did not receive any funds from this application.

Alderman Stoeckl asked if these plans had been tabled to be addressed in the future. Mayor Fortune stated that the idea was to develop a Master Plan for the City to make the City more walkable. The cost of the Master Plan is out of reach for the City. Mayor Fortune continued stating that he has been in contact with State Representative Trish Gunby and she is looking into any monies which may be available at the State level for Public Safety. He also has been in contact with Councilman Tim Fitch to see is there are

any funds at the County level. Mayor Fortune stated that the goal is to do something within the City's reach.

Alderman Stoeckl brought up the safety of Robert Hartzog Lane which is the road that leads to the Park off Crescent Avenue. He stated that several years ago the Board had discussed adding a sidewalk along the east side of the road so that Mothers with small children and strollers would have a level of safety while unloading their children from the car. Alderman Stoeckl feels that if the Board is concerned with the safety along Crescent Avenue they also need to be concerned with the safety of families parking along Robert Hartzog Lane.

Discussion ensued. Denise Deckert, a resident of Golden Oak Ct. who will have the proposed sidewalk running along the side of her house, asked why the Board did not proceed with any of these other projects. Mayor Fortune stated that money was an issue. The City had several other Capital projects that needed to be addressed, the lake dredging in the Park being the most costly and took a large chunk of the City's money. Ms. Deckert asked if other projects are being put aside at this time for the Crescent Avenue sidewalk project. Mayor Fortune stated that other projects are not being put aside.

Alderman Milne stated that the Crescent Avenue project was prioritized to address a safety concern. She further stated that no improvements had been made in this area and the Board felt that this would be a project that would address the safety concern along Crescent Avenue.

Ms. Campbell reviewed the natural water flow on Crescent Avenue. The stormwater repairs that will be made during the construction of the sidewalks will address this issue in front of 90 Crescent Avenue. The corrections will direct the water onto Crescent Road and it will flow down to the storm drain.

Alderman Milne asked the Board if they felt that one of these projects took priority over the Crescent Avenue sidewalk. Alderman Whitmore stated that both the Crescent Avenue sidewalk and the sidewalk along Robert Hartzog Lane address safety concerns. He felt that the Board could incorporate the two projects together and possibly begin with the sidewalk along Robert Hartzog Lane first since the preliminary estimate on this project was \$60,000. This would give more time to put funds away for the Crescent Avenue project.

Mayor Fortune stated that he would like to see any monies left at the end of 2021 from the Capital Projects budget be put into the "sinking fund". The Board was in agreement.

Ms. Deckert stated that she is not happy that the Board will be going ahead with the Crescent Avenue project. She stated that two of the three residents affected by the

sidewalk are not in favor of the project. She feels that the residents did not have a say in the decision.

**ADJOURNMENT**

Alderman Milne motioned to adjourn the Work Session Meeting at 6:58 p.m., seconded by Alderman Eisenhower and motion passed with the unanimous consent of the Board of those present.

Drafted By: \_\_\_\_\_  
Theresa Gonzales,  
Administrative Assistant

Date of Approval: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Frank Johnson,  
City Clerk

\_\_\_\_\_  
Russ Fortune,  
Mayor, Board of Aldermen

**MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF ALDERMEN OF TWIN OAKS,  
TWIN OAKS TOWN HALL  
ST. LOUIS COUNTY, MISSOURI  
WEDNESDAY, MAY 5, 2021**

The meeting of the Twin Oaks Board of Aldermen was called to order at 7:05 pm. Roll Call was taken:

Mayor: Russ Fortune – yea

Aldermen: April Milne – yea Lisa Eisenhauer – yea  
Dennis Whitmore – yea Tim Stoeckl – yea

Also Present: Frank Johnson, City Clerk  
Paul Rost, City Attorney

Permanent records are kept of all minutes and ordinances. Each ordinance is read a minimum of two times by title, unless otherwise noted.

**APPROVAL OF THE AGENDA**

Mayor Fortune asked if there were any changes to the agenda. Hearing none, Alderman Milne motioned to approve the Agenda, seconded by Alderman Whitmore. The motion passed by a voice vote.

**APPROVAL OF THE CONSENT AGENDA**

Mayor Fortune asked if there were any changes to the Consent Agenda consisting of the April 28, 2021 Work Session Minutes, the April 28, 2021 Regular Session Minutes and the Bills List from April 24, 2021 to April 30, 2021. Alderman Whitmore had a question concerning the Bills List. Alderman Stoeckl motioned to approve the Consent Agenda seconded by Alderman Eisenhauer. The motion passed by voice vote.

**REPORTS OF COMMITTEES/COMMISSIONS/CONTRACTORS**

**Police Report:** Officer John Wehner reviewed the April Police Report as well as the hours he logged on the bike for April. Drug Take Day was a success. The drop-off at City Hall collected the largest amount in the area.

**Park Report:** Alderman Stoeckl stated that Cindy Slama had retired as Park Chairman and the Park Committee. He thanked her for all of her contributions to the Committee over

the past years. He stated that the Committee is continuing to work on Family Fun day and securing activities for the day.

### **PRELIMINARY CITIZEN COMMENTS**

There were no Preliminary Citizen Comments.

### **OLD BUSINESS**

#### **Resolution 2021-12-A Resolution Of The Twin Oaks Board Of Aldermen Approving An Agreement With Vince Martin For Musical Entertainment During the 2021**

**Concert In Twin Oaks Park:** Mayor Fortune asked for any questions concerning Resolution 2021-12. Mayor Fortune asked for a motion to approve Resolution 2021-12. Alderman Whitmore motioned to approve Resolution 2021-12, seconded by Alderman Milne. The motion passed by voice vote of four yes, zero no.

#### **Resolution 2021-13-A Resolution Of The Twin Oaks Board Of Aldermen Approving An Agreement With Topps Paving And Sealing LLC For Street Excavation and**

**Repair:** Mayor Fortune asked for any questions concerning Resolution 2021-13. Mayor Fortune asked for a motion to approve Resolution 2021-13. Alderman Eisenhauer motioned to approve Resolution 2021-13, seconded by Alderman Whitmore. The motion passed by voice vote of four yes, zero no.

**Committee/Commission Reappointments:** City Clerk Johnson stated that he reviewed the committee/commission appointments and some of the appointments will not be for a full term so the member's terms expire on a staggered basis.

Mayor Fortune put forth to the Board the following names for reappointment to their particular committee or commission:

Mary Lou Knox – Park Committee, term to expire in May 2024

Ray Slama – Planning & Zoning Commission, term to expire in May 2023

Frank Venturella – Planning & Zoning Commission, term to expire in May 2024

Alderman Whitmore motioned to accept the renewals of these positions, seconded by Alderman Eisenhauer. The motion passed by voice vote.

### **NEW BUSINESS**

**Commercial Activity And Facility Reservations In The Park:** City Clerk Johnson stated that we had a request from someone who had reserved the Pavilion in the Park about having an ice cream truck for those attending their event. Only those attending the pavilion event could purchase from the vendor. City Clerk Johnson wanted to get clarification from the Board about the policy of no commercial activity in the Park.

The Board was in agreement that the intent of the policy would not allow vendors selling products at pavilion events. Other regulations of the Park also would not allow vendors in the Park.

The County had come out with their new guidelines on gatherings. These guidelines in some respects were not clear as they would relate to the Community Room at City Hall. City Clerk Johnson stated that he along with Mayor Fortune arrived at 35 people maximum who could attend an event at City Hall at this time.

### **ATTORNEY'S REPORT**

Attorney Rost reported that the Planning & Zoning Commission approved the recommendation of expanding the Commission to nine members. The ordinance will be ready for approval at the next Board meeting.

### **CITY CLERK'S REPORT**

#### **General Updates**

##### **Playground Guidelines**

- The COVID guidelines for use of the playground and other park facilities have been updated to reflect the latest guidance from the CDC. The updated policy has been posted on the website and at the bulletin board at the park. Staff is also working to create revised versions of the yard signs by the playground as well.

##### **Crescent Road Footbridge**

- The recent heavy rains washed the bridge away. The water level was high enough that it floated the bridge downstream. Maintenance Supervisor John Williams contracted Jason Sohn on Wednesday to move the bridge over to a common area on Laws Ct. (with permission). It will be reinstalled and raised up to protect against further wash outs.

##### **Financial Consultant Search**

- Staff will be reaching out to the Government Finance Officers Association as well as other municipalities to compile a list of potential accounting firms. These firms will then be contacted for informal interviews. Staff will also work on drafting an agreement or contract outlining the accounting services required by the City.

#### **Project Updates**

##### **Curb Repairs for Autumn Leaf**

- The curb repair work in the condominiums on Autumn Leaf is scheduled for May 2-3.



### **Concrete Pad Replacements**

- The replacement of the sinking concrete bench pads in the park is scheduled for May 4.

### **Electrical Repairs in the Park**

- Maintenance Supervisor John Williams met with an electrician from J. Bathe Electric on April 30 to troubleshoot the wiring in the park. The electrician was able to identify and fix several issues at a low-than-anticipated cost of \$409.
- Williams believes that this may have solved the main problems we were experiencing with the park's electrical systems and recommends monitoring the system's performance before doing any further work.

### **Twin Oaks Presbyterian Church Berm**

- BFA is currently working on the additional items requested from St. Louis County and expects to have them delivered the week of May 3<sup>rd</sup>.
- The review process continues with County for the sitework permit. They have requested more additional information on April 19. BFA has talked with the County on what is required and feels it will be relatively simple to provide.
- 

City Clerk Johnson also explained the situation the City has been experiencing with Waste Management. The office has received several calls a week on reports of missed trash pickup. Also, notification of delayed pick up has not been done on a timely basis. In speaking with Paul Bickford of Waste Management, City Clerk Johnson learned that Waste Management is experiencing a shortage of drivers which is becoming a crisis situation. CDL drivers are in great demand at this time. Waste Management is making some changes to address this situation.

### **MAYOR AND ALDERMAN COMMENTS**

Mayor Fortune informed the Board that two weeks ago a tree fell during the later evening blocking the road on Autumn Leaf. He was very pleased to see how the residents came together along with John Williams, Public Works Director, to clear the road of the debris. Mayor Fortune did suggest that the City may want to look into a company to contract with for emergency tree service for situations that may arise in the future.

Alderman Eisenhauer suggested doing something for the young man visiting in the neighborhood who helped cut up and remove the tree. The Board was in agreement. The office staff will take care of this request.

Mayor Fortune received an email from the assistant to Councilman Tim Fitch regarding the safety at Big Bend and Meramec Station Road. They are working on compiling data and will report their findings. Alderman Milne would like something sent out to the resident and public updating them on the progress.

Alderman Milne asked if there had been any resolution to the concern voiced from several residents at the apartments about the loud vehicles on 141 and the letter sent to the office regarding the wrong way traffic on Crescent Road. City Clerk Johnson stated he had phoned the resident at the apartments and explained the situation. Also, the letter that was sent to City Hall was anonymous so he was unable to address the concern.

**FINAL CITIZEN COMMENTS**

Joe Krewson of 90 Crescent Avenue stated that he knows others are against the sidewalk along Crescent Avenue however he is glad to see the City doing a City wide project such as sidewalks. He is happy with the prospect of a sidewalk along this area.

**ADJOURNMENT**

There being no further business, Alderman Whitmore motioned to adjourn the regular meeting at 7:46 p.m., seconded by Alderman Milne and the motion passed with the unanimous consent of the Board of those present.

Drafted By: \_\_\_\_\_  
Theresa Gonzales,  
Administrative Assistant

Date of Approval: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Frank Johnson  
City Clerk

\_\_\_\_\_  
Russ Fortune,  
Mayor, Board of Aldermen

Credit Card List  
April 1, 2021 to April 31, 2021

<b>Date</b>	<b>Name</b>	<b>Memo/Description</b>	<b>Amount</b>
4/1/2021	Enterprise Visa	Rebate Credit	-10.39
4/1/2021	Inuit	Monthly charge for QuickBooks	70.00
4/1/2021	Fish Window Cleaning	City Hall windows	163.00
4/1/2021	Valley Park Elevator	(2) rakes and leaf bags	31.36
4/2/2021	Valley Park Elevator	Fish food	29.99
4/3/2021	Zoom	Monthly charge	14.99
4/7/2021	Best Buy	Microphone for Board meeting	76.98
4/7/2021	Sam's	Supplies for City Hall, 50 Crescent Ave. and Park	272.90
4/7/2021	Sam's	Lysol spray and cleaner	21.72
4/13/2021	Lowes	Caution tape, lawn and leaf bags and shovel	83.82
4/14/2021	Office Depot	Office supplies	18.19
4/14/2021	Petromart	Fuel for truck	70.50
4/16/2021	St. Louis County Public Works	Commercial Occupancy Inspection	126.00
4/21/2021	Adobe	Monthly charge	14.99
4/20/2021	Office Depot	Office supplies	17.99
4/23/2021	Valley Park Elevator	Weed control	91.98
4/27/2021	Amazon	Office desk tray	30.95
4/28/2021	Amazon	Chair floor mat	50.00
			<b>1,174.97</b>

City of Twin Oaks							
Bills and Applied Payments							
May 1, 2021-May 14, 2021							
Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date	
11875	5/14/2021	Oreo & Botta Concrete Co.					
		Curb repair in the condos	1073	\$7,995.00			
		Concrete flatwork in Park-bench pads and table pad	1081	\$1,200.00	\$9,195.00	5/19/2021	
11876	4/29/2021	Alternative Rain					
		Repair many drip line leaks from plant removal at City Hall	13547	\$94.00			
		Rebuilt backflow that was leaking in Park restroom mechanical room	13548	\$255.00	\$349.00	5/19/2021	
11877		Another Wild Goose Chase					
	4/5/2021	Property inspection-4/5/2021 to 5/2/2021	2370	\$640.00			
	5/3/2021	Property inspection-5/3/2021 to 6/6/2021	2384	\$800.00	\$1,440.00	5/19/2021	
11878	5/12/2021	The City of Des Peres					
	4/30/2021	(2) Senior membership		\$250.00	\$250.00	5/19/2021	
11879		Cunningham Vogel & Rost					
		Revise Aldi ordinance and review final BFA review comments; finalize P&Z expansion proposal for P&Z review; draft website document for 67.287 compliance; review purchasing code re mulch contract; prepare outline for use at P&Z meeting re sign code; review outline of talking points for P&Z; review outline for sign code update	65659	\$1,320.00			
		Teleconference with Mayor; review Board meeting packet; review agenda items; prepare for and attend Board of Aldermen meeting; teleconference with F. Johnson and review master common signage plan for Big Bend Square and Dunkin; correspondence with F. Johnson re purchasing code; review same; teleconference with F. Johnson re sign permits and the sign code review; teleconference with F. Johnson re property acquisition for sidewalk project, accounting proposals process, etc. ; review Board packet; prepare for P&Z meeting; prepare for and attend Planning and Zoning Commission meeting; review items for Board of Aldermen meeting; correspondence and teleconference with F. Johnson re commercial operations in the park; review property acquisition timeline; prepare for and attend Board of Aldermen work session and regular meeting	65660	\$1,751.50	\$3,071.50	5/19/2021	
11880		Danielle George					
	4/23/2021	Park alcohol deposit refund		\$100.00	\$100.00	5/19/2021	
11881		Davey Tree Expert Company					
	5/3/2021	Fertilizer and weed control; fertilizer and systemic insecticide soil app for trees and bald cyprus	915531914	\$3,907.00	\$3,907.00	5/19/2021	
11882		Harvey's Services, Inc.					
		Lawn mowing of park, city hall and ROW	SJN#20279	\$3,767.58	\$3,767.58	5/19/2021	
11883		Kelly Hill					
	5/2/2021	Park alcohol deposit refund		\$100.00	\$100.00	5/19/2021	
11884		St. Louis County Public Works					
	4/23/2021	(3) apartment inspections and (1) residential inspection		\$320.50	\$320.50	5/19/2021	
11885		U.S. Bank NA					
		Administration fees in advance-4/1/2021 to 3/31/2022	6108477	\$750.00	\$750.00	5/19/2021	
AutoPay		The Brain Mill					
	4/30/2021	Video Recorder upgrade from existing cameras-Park and City Hall	5786	\$600.00	\$600.00	5/7/2021	
AutoPay		The Brain Mill					
	5/1/2021	Upgrade to City Hall phone system	116362	\$286.00	\$286.00	5/7/2021	
Online		Enterprise Visa					
	4/30/2021	Monthly statement for 4-1-2021 to 4-30-2021		\$1,174.97	\$1,174.97	5/13/2021	
AutoPay		Ameren Missouri					
	5/5/2021	Monthly charge for street lights		\$596.43	\$596.43	5/19/2021	
AutoPay		MO-American Water Company					
	5/4/2021	Monthly charge for 1 Twin Oaks Ct. Firepark		\$25.20	\$25.20	5/26/2021	
AutoPay		Metropolitan St. Louis Sewer District					
	5/7/2021	Monthly charge for City Hall		\$31.40	\$31.40	5/27/2021	
AutoPay		Waste Management					
	4/28/2021	Monthly trash, recycle and yard waste collection		\$3,880.40	\$3,880.40	5/28/2021	
		Alderman					
		Alderman					



**CITY OF  
TWIN OAKS, MISSOURI**

**MONTHLY OPERATING  
FINANCIAL STATEMENTS**

**AS OF AND FOR THE FOUR  
MONTHS ENDED APRIL 30, 2021  
AND APRIL 30, 2020**

**CITY OF TWIN OAKS**  
**BALANCE SHEETS**  
**APRIL 30, 2021 and 2020**

	<b>2021</b>	<b>2020</b>
<b>ASSETS</b>		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 37,881	\$ 56,664
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	10,486	10,475
9-112.1 Enterprise Bank- General Checking 5732	93,737	102,071
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	870,941	770,867
9-112.3 Enterprise Bank - Special Account 5765	59,823	59,793
9-112.4 Enterprise Bank - Debt Service Retirement 6108	133,363	-
9-122.2 CD Meramec Valley .5987 9/8/19	115,879	114,843
9-128 Escrow Deposits Payable	(5,000)	(10,000)
9-129 Accrued Interest	88	88
<b>Total Bank Accounts</b>	<b>1,317,435</b>	<b>1,105,037</b>
9-130 Accounts Receivable	(887)	854
1-180 Taxes Receivable - Road	13,144	8,324
2-180 Taxes Receivable - Park	44,403	62,578
3-180 Taxes Receivable - Sewer Lateral	1,512	1,497
4-180 Taxes Receivable - CI	45,343	53,192
9-144 Prepaid Items	6,916	7,057
9-180 Taxes Receivable - GF	137,436	151,372
9-180.1 Deferred Property Taxes Receivable	14,741	14,741
<b>TOTAL ASSETS</b>	<b>\$1,580,043</b>	<b>\$1,404,651</b>
<b>LIABILITIES AND EQUITY</b>		
<b>LIABILITIES</b>		
9-200 Accounts Payable	\$ 1,801	\$ -
9-210 MVB Credit MasterCard	191	1,154
9-210.1 Enterprise Bank Credit Card	1,514	-
1-201 Accounts Payable - Cap Improve	5,341	9,540
1-281.1 Deferred property tax revenue - Negative Receipt	-	-
2-201 Accounts Payable - Parks	5,174	7,386
2-240 Park Reservation Deposits	2,700	700
9-201 Accounts Payable - GF	14,605	10,673
9-233 LAGER Liability	(3,019)	(579)
9-239 Accrued Payroll	8,883	14,512
9-240 Community Room Deposits	470	480
9-281 Deferred property tax revenue-Annual Assesment	14,741	14,741
<b>TOTAL LIABILITIES</b>	<b>52,401</b>	<b>58,607</b>
<b>FUND BALANCE</b>		
1-301 Road Fund Balance	24,122	24,122
2-301 Park & Storm Fund Balance	231,363	231,363
3-301 Sewer Lateral Fund Balance	65,427	65,427
4-301 Cap Impr Fund Balance	458,445	458,445
9-301 General Fund Balance	502,293	502,293
9-390 Retained Earnings	167,737	(2)
Net Change in Fund Balance	78,255	64,396
<b>TOTAL FUND BALANCE</b>	<b>1,527,642</b>	<b>1,346,045</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$1,580,043</b>	<b>\$1,404,651</b>

**CITY OF TWIN OAKS, MISSOURI**  
**STATEMENTS OF REVENUES AND EXPENDITURES, FUND BALANCE AND CHANGE IN FUND BALANCE**  
**FOR THE FOUR MONTHS ENDED APRIL 30, 2021 AND APRIL 30, 2020**

	APRIL 30, 2021								APRIL 30, 2020		
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE	
										FAV / (UNFAV)	
									Amount	%	
<b>REVENUES RECEIVED</b>											
Sales Taxes	\$ -	\$ 99,674	\$ -	\$ 108,319	\$ 206,009	\$ 414,002	\$ 975,200	42 %	\$ 358,444	\$ 55,558	15 %
Property Taxes	-	-	13,010	-	32,739	45,749	56,100	82 %	51,324	(5,575)	(11)%
Intergovernmental Taxes	-	-	3,177	-	4,802	7,979	24,100	33 %	8,316	(338)	(4)%
Licenses, Permits & Fees	1,635	-	-	-	10,580	12,216	90,900	13 %	10,505	1,711	16 %
Miscellaneous Revenue	-	-	-	1,650	133	1,783	3,300	54 %	2,767	(984)	(36)%
Interest Income	18	-	-	-	493	511	2,700	19 %	1,375	(864)	(63)%
	1,654	99,674	16,187	109,969	254,756	482,239	1,152,300	42 %	432,732	49,508	11 %
<b>EXPENDITURES PAID</b>											
Personnel Services	-	-	16,903	11,373	54,097	82,373	264,800	31 %	74,021	(8,351)	(11)%
Administrative	-	-	-	-	50,670	50,670	100,600	50 %	45,801	(4,869)	(11)%
Operating	20,943	-	28,382	16,606	29,475	95,405	242,900	39 %	83,008	(12,397)	(15)%
Contractual	-	-	-	-	30,520	30,520	89,200	34 %	26,785	(3,735)	(14)%
Police	-	-	-	-	45,892	45,892	131,700	35 %	44,370	(1,522)	(3)%
Lease	-	-	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	2,112	11,980	-	14,092	71,700	20 %	13,085	(1,007)	(8)%
Debt Service	-	71,393	-	-	-	71,393	142,800	50 %	71,379	(14)	(0)%
Capital additions											
Stormwater	-	-	-	2,086	-	2,086	-	-	-	(2,086)	-
Other	-	-	11,554	-	-	11,554	140,000	8 %	9,887	(1,667)	(17)%
Total	20,943	71,393	58,952	42,045	210,652	403,985	1,183,700	34 %	368,335	(35,649)	(10)%
Excess (deficiency) of revenues over (under) expenditures	(19,289)	28,280	(42,765)	67,924	44,104	78,255	(31,400)	(249)%	64,396	13,858	22 %
<b>OTHER SOURCES(USES) OF FUND</b>											
Transfers	-	4,935	42,765	(19,100)	(28,600)	-	-	-	-	-	-
<b>CHANGE IN FUND BALANCE</b>	(19,289)	33,215	0	48,824	15,504	78,255	(31,400)	(249)%	64,396	\$ 13,858	22 %
<b>FUND BALANCE -</b>											
Beginning of Year	65,527	449,445	24,118	298,963	462,793	1,300,846	1,300,846		1,636,419		
End of Period	\$ 46,238	\$ 482,660	\$ 24,118	\$ 347,787	\$ 478,297	\$ 1,379,101	\$ 1,269,446		\$ 1,700,815		
<b>CHANGE IN FUND BALANCE</b>											
Budget	3,200	(6,300)	(4,100)	55,500	(79,700)	(31,400)					
Actual Over/(Under) Budget	#####	\$ 39,515	\$ 4,100	\$ (6,676)	\$ 95,204	\$ 109,655					

**CITY OF TWIN OAKS, MISSOURI**  
**STATEMENTS OF REVENUES AND EXPENDITURES,**  
**FUND BALANCE AND CHANGE IN FUND BALANCE**

BUDGET - FYE 12/31/2021						
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 242,300	\$ -	\$ 276,600	\$ 456,300	\$ 975,200
Property Taxes	-	-	33,200	-	22,900	56,100
Intergovernmental Taxes	-	-	8,600	-	15,500	24,100
Licenses, Permits & Fees	4,200	-	-	-	86,700	90,900
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	400	2,900	3,300
Interest Income	2,000	-	-	-	700	2,700
	6,200	242,300	41,800	277,000	585,000	1,152,300
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	45,800	40,900	178,100	264,800
Administrative	-	-	-	-	100,600	100,600
Operating	3,000	-	84,800	75,700	79,400	242,900
Contractual	-	-	-	-	89,200	89,200
Police	-	-	-	-	131,700	131,700
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	24,000	47,700	-	71,700
Debt Service	-	142,800	-	-	-	142,800
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	40,000	100,000	-	-	140,000
Total	3,000	182,800	254,600	164,300	579,000	1,183,700
Excess (deficiency) of revenues over (under) expenditures	3,200	59,500	(212,800)	112,700	6,000	(31,400)
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	(65,800)	208,700	(57,200)	(85,700)	-
<b>CHANGE IN FUND BALANCE</b>	3,200	(6,300)	(4,100)	55,500	(79,700)	(31,400)
<b>FUND BALANCE -</b>						
Beginning of Year	65,527	449,445	24,118	298,963	462,793	1,300,846
End of Period	\$ 68,727	\$ 443,145	\$ 20,018	\$ 354,463	\$ 383,093	\$ 1,269,446
<b>CHANGE IN FUND BALANCE</b>						
Budget						
Actual Over/(Under) Budget						



**CITY OF TWIN OAKS, MISSOURI**  
**STATEMENTS OF REVENUES AND EXPENDITURES,**  
**FUND BALANCE AND CHANGE IN FUND BALANCE**

	ACTUAL - APRIL 30, 2021					
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 99,674	\$ -	\$ 108,319	\$ 206,009	\$ 414,002
Property Taxes	-	-	13,010	-	32,739	45,749
Intergovernmental Taxes	-	-	3,177	-	4,802	7,979
Licenses, Permits & Fees	1,635	-	-	-	10,580	12,216
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	1,650	133	1,783
Interest Income	18	-	-	-	493	511
	1,654	99,674	16,187	109,969	254,756	482,239
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	16,903	11,373	54,097	82,373
Administrative	-	-	-	-	50,670	50,670
Operating	20,943	-	28,382	16,606	29,475	95,405
Contractual	-	-	-	-	30,520	30,520
Police	-	-	-	-	45,892	45,892
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	2,112	11,980	-	14,092
Debt Service	-	71,393	-	-	-	71,393
Capital additions						
Stormwater	-	-	-	2,086	-	2,086
Other	-	-	11,554	-	-	11,554
Total	20,943	71,393	58,952	42,045	210,652	403,985
Excess (deficiency) of revenues over (under) expenditures	(19,289)	28,280	(42,765)	67,924	44,104	78,255
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	-	-	-	-	-
<b>CHANGE IN FUND BALANCE</b>	(19,289)	28,280	(42,765)	67,924	44,104	78,255
<b>FUND BALANCE -</b>						
Beginning of Year	65,527	449,445	24,118	298,963	462,793	1,300,846
End of Period	\$ 46,238	\$ 477,725	\$ (18,647)	\$ 366,887	\$ 506,897	\$ 1,379,101
<b>CHANGE IN FUND BALANCE</b>						
Budget	3,200	(6,300)	(4,100)	55,500	(79,700)	(31,400)
Actual Over/(Under) Budget	(22,489)	34,580	(38,665)	12,424	123,804	109,655

**CITY OF TWIN OAKS, MISSOURI**  
**STATEMENTS OF REVENUES AND EXPENDITURES,**  
**FUND BALANCE AND CHANGE IN FUND BALANCE**

ACTUAL - APRIL 30, 2020						
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 80,435	\$ -	\$ 94,630	\$ 183,379	\$ 358,444
Property Taxes	-	-	16,837	-	34,487	51,324
Intergovernmental Taxes	-	-	3,384	-	4,932	8,316
Licenses, Permits & Fees	1,564	-	-	-	8,941	10,505
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	100	2,667	2,767
Interest Income	179	-	-	-	1,196	1,375
	1,743	80,435	20,221	94,730	235,603	432,732
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	14,778	9,831	49,412	74,021
Administrative	-	-	-	-	45,801	45,801
Operating	-	-	25,659	35,799	21,550	83,008
Contractual	-	-	-	-	26,785	26,785
Police	-	-	-	-	44,370	44,370
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	7,305	5,780	-	13,085
Debt Service	-	71,379	-	-	-	71,379
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	6,472	3,415	-	9,887
Total	-	71,379	54,214	54,824	187,918	368,335
Excess (deficiency) of revenues over (under) expenditures	1,743	9,056	(33,993)	39,905	47,686	64,396
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	(145,166)	287,953	(85,672)	(57,115)	-
<b>CHANGE IN FUND BALANCE</b>	1,743	(136,110)	253,960	(45,767)	(9,429)	64,396
<b>FUND BALANCE -</b>						
Beginning of Year	61,151	503,433	-	509,480	562,355	1,636,419
End of Period	\$ 62,894	\$ 367,323	\$ 253,960	\$ 463,713	\$ 552,926	\$ 1,700,815
<b>CHANGE IN FUND BALANCE</b>						
Budget						
Actual Over/(Under) Budget						

RESOLUTION NO. 2021-14

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING  
AN AGREEMENT WITH COGENT INC, DBA VANDEVANTER  
ENGINEERING FOR THE REPAIR OF AN INOPERABLE WATERFALL  
PUMP.**

---

**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS,  
MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with Cogent Inc., DBA Vandevanter Engineering, for services relating to the repair of an inoperable Flygt 3127.181 waterfall pump for the waterfall located in Twin Oaks Park to be provided under the terms set forth in Exhibit 1.

**Section 2.** This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 19<sup>th</sup> DAY OF MAY 2021, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk

## CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of \_\_\_\_\_, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Cogent, Inc., dba Vandevanter Engineering**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 1550 Larkin Williams Road, Fenton MO 63026.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for services related to the repair of an inoperable Flygt 3127.181 waterfall pump (the "Pump") for the waterfall located in Twin Oaks Park, as described on Exhibit A (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

### I. SCOPE OF SERVICES

Contractor's services are necessary for the following Project of City: *Twin Oaks Park — Waterfall Pump Repair*.

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to repair the pump and do all the things necessary for the proper completion of the scope of services for the Project listed above and which services are more particularly described in the attached Exhibit A.

The above-referenced services (hereinafter referred to as the "Work") shall be provided by the Contractor in accordance with all the provisions of the Proposal and the attached **Twin Oaks General Conditions** which are incorporated herein by reference, and the terms of the General Conditions shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, including the Proposal. If there is any conflict between the City's General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.

### II. COMPENSATION

A. **Basic Compensation.** The City hereby agrees to pay the Contractor as set forth below, as full compensation upon the completion of the Work:

Due at the City's final acceptance of the Work: \$4,571.26

### III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates, or schedule of values set forth below.

### IV. CONTRACT SCHEDULE

Time is of the essence. The Work shall be commenced on \_\_\_\_\_, and shall be completed in a reasonable manner no later than \_\_\_\_\_. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$100.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

**COGENT, INC. DBA  
VANDEVANTER ENGINEER**

**CITY OF TWIN OAKS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

**GENERAL CONDITIONS**  
**CITY OF TWIN OAKS, MISSOURI**  
**CONTRACTOR SERVICES AGREEMENT**

**Independent Contractor.** The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

**Compliance with Laws.** The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Contractor shall comply with the following state law requirements:

- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

**Subcontracts.** The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

**Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

**Insurance.** Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on **Exhibit B**, but unless otherwise provided shall be no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured and the applicable insurer shall owe the City a duty of defense on all insurance policies required hereunder. The Contractor shall provide an Additional Insured Endorsement to the City that shall be approved by the City prior to commencement of any Work.

In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit B**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

**Nondisclosure.** The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

**Changes.** No change in this Contract shall be made except in writing prior to the change in the Work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No Work or change shall be undertaken or compensated for without prior written authorization from the City.**

**Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the

Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached Contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

**Correction Period.** Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the City specifications or contract. The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract. The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as set forth herein, nor are they limited by any other remedies provided in the Contract.

**Request for Proposals.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Contractor Services Contract or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A**, "Scope of Work").

**Project Records and Work Product.** The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

**Site Operations.** Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

**Personnel.** The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

**Representations.** Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

**Governing/Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

**Other Special Provisions.** The special provisions set forth on **Exhibit A** are incorporated herein by reference and made a part hereof.

**EXHIBIT A**  
**Proposal**



# SERVICE ESTIMATE

<b>Customer:</b> Village of Twin Oaks, MO <b>Contact :</b> John Williams <b>Date:</b> 06/04/2020 <b>Phone:</b> 314-574-7152 <b>Fax:</b> 636-225-6547 <b>Project:</b> Flygt 3127 Repair Quote  <b>Quote #: 7027424      Opp #: OP-509578</b>	<b>Vandevanter - Municipal</b> <b>1550 Larkin Williams Road</b>  <b>Fenton, MO 63026</b> <b>Phone: 636-343-8880</b> <b>Fax: 636-343-1720</b>
--	---



Dear John,

We are pleased to offer the following estimate for your review.

Line No	Quantity	Description of Unit	Net Each	Net Ext.
---------	----------	---------------------	----------	----------

1

**FLYGT PUMP**

Serial Number - 1060224

- Pump repair estimate for the Flygt 3127.181, serial #1060224, per the attached repair quote.

1.00 ■ PUMP REPAIR

<b>Materials</b>	<b>\$3,891.26</b>
<b>Labor</b>	<b>\$680.00</b>
<b>Total</b>	<b>\$4,571.26</b>

**Disassembly, Cleaning, Inspection and Estimating Charge**

**\$255.00**

Amount due if this unit is not repaired. An invoice for this charge will automatically generate within 90 days of this estimate. This charge is for DCI (Disassembly, Clean and Inspect). All units left at our facility for more than 6 months will be scrapped unless written notification is received.

Delivery: ..... 6 - 8 week(s) after receipt of P.O.  
 FOB Point: ..... Shipping Point  
 Terms of Payment: ..... Upon Receipt  
 Freight: ..... Best Way - PPD/ADD  
 Quote Validity: ..... 30 Days

Thank you for the opportunity to provide you with this estimate. Please let us know how you would like to proceed.

**Quoted By:**  
**Eric Steffen**  
 esteffen@vandevanter.com

**Salesrep:**  
**Joe Beffa**  
 jbeffa@vandevanter.com  
 636-717-2208

## STANDARD TERMS AND CONDITIONS

Price is FOB shipping point and does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Unless otherwise expressly agreed to in writing by Seller, all shipments are FOB Seller shipping point at which point title also transfers.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of 'commercial transaction' invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised January 2019



**COGENT**

**Vandevanter Engineering  
Service Center**

Opportunity Number	OP-509578/7027424	Date	6/4/2020
PQ/Order Number	0	Salesman	Ben A
Customer	Village of Twin Oaks Mo	Customer Stock #	
Contact Name, First	John	Service Type	Service
Contact Name, Last	Williams	Brand	Vandevanter Engineering
Contact Phone	314-574-7152	Market	Municipal
Contact Cell		Fluid Being Pumped	
Contact Email		Equipment Location/Station	

Manufacturer	Flygt
Model	3127.181-2368
Serial #	1060224
Item Type / Description	1 Phase 30 Amp
Additional Items	None
Level of Repair	Choose From Drop Down

DCI Technician	Jacob Lesicko	DCI Date	6/11/2020
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**Pump As Found/Received**


Notes:




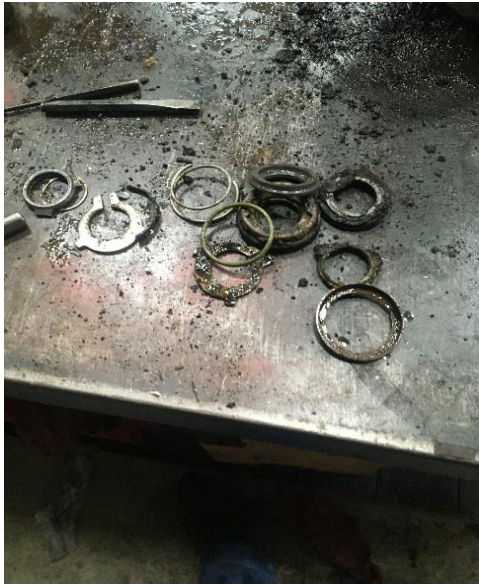


Initial Inspection					
HP	7.5	FLA	30	Voltage	230V
Phase	Single	RPM	1745	IMP Code	422
Power Cable Length	45'	Power Cable Condition	Spongy	Cable Disposition	Re-Land
Sensor Cable Length		Sensor Cable Condition		Paint Color & Type	Grey
FLS Sensor Model	FLS	FLS OHM Standard Open	1530	FLS OHM Actual Open	OL
		FLS OHM Standard Closed	330	FLS OHM Actual Closed	
Thermal Sensor	Flygt	Thermal OHM Standard	< 1	Thermal OHM Reading	0.6
Bearing Sensor Model		Bearing OHM Standard		Bearing OHM Actual	
Control Box		Control Box Condition			
Condition Of Oil	Product in Oil	Mechanical Seal Pressure Test	Fail		

Electrical Inspection								
OEM Ohm Standard	R/B		R/W		B/W		Junction Chamber Cond	Wet
Cable OHM Reading	R/B	OL	R/W	OL	B/W	0.786	Junction Therm Reading	0.5
Junction OHM Reading	R/B		R/W		B/W		Junction FLS Reading	OL
Cable Meg Reading	R	10	B	10	W	10	Electrical Notes:	
Junction Meg Reading	R		B		W			
Does the Pump Pass Electrical Checks?			Fail					

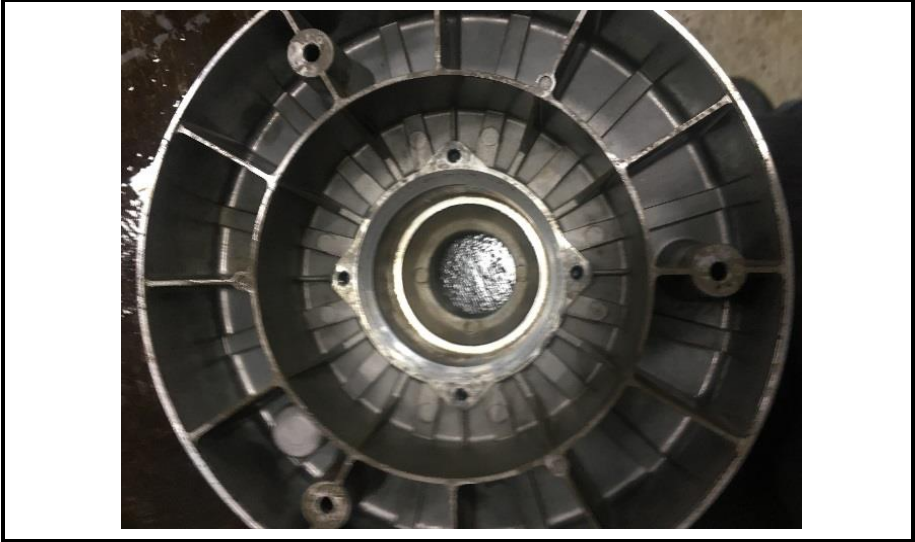
Wet End	
Volute Condition	Good - Reuse
Discharge Flange	Good - Reuse
Discharge Size	6"
Wear Plate	Good - Reuse
Notes:	Wear plate has some wear, but can be adjust within tolerance.
	
Wet End Disposition	Reuse

<b>Impeller</b>	
<b>Condition</b>	Minimal Wear
<b>422 Impeller Clearance</b>	0.012 "
<b>Balance Required?</b>	No
<b>Notes:</b>	
Impeller has some wear, but can be adjusted within tolerance.	
	
<b>Impeller Disposition</b>	Reuse

<b>Mechanical Seals</b>					
<b>Upper Seal Condition</b>	Severely Worn				
<b>Lower Seal Condition</b>	Severely Worn				
<b>Seal Material</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 2px;">Upper</td> <td style="padding: 2px;">Tungsten Carbide</td> </tr> <tr> <td style="padding: 2px;">Lower</td> <td style="padding: 2px;">Tungsten Carbide</td> </tr> </table>	Upper	Tungsten Carbide	Lower	Tungsten Carbide
Upper	Tungsten Carbide				
Lower	Tungsten Carbide				
<b>Seal Fit on Shaft</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 2px;">Upper</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Lower</td> <td style="padding: 2px;"></td> </tr> </table>	Upper		Lower	
Upper					
Lower					
<b>Notes:</b>					
					
<b>Upper Seal Disposition</b>	Replace				
<b>Lower Seal Disposition</b>	Replace				



<b>Bearing Housing</b>		
<b>Housing Condition</b>	Minimal Wear	
<b>Bearing Grease Cond.</b>	Contaminated	
<b>Bearing Condition</b>	Upper	Worn
	Lower	Worn
<b>Bearing Housing Fit</b>	Upper	
	Lower	
<b>Notes:</b>		
<b>Housing Disposition</b>	<b>Reuse</b>	



<b>Rotor</b>		
<b>Rotor Condition</b>	Minimal Wear	
<b>Bearing Condition</b>	Upper	Worn
	Lower	Worn
<b>Rotor Shaft Fit</b>	Upper	
	Lower	
<b>Notes:</b>		
<b>Rotor Disposition</b>	<b>Reuse</b>	
<b>Bearing Disposition</b>	<b>Replace</b>	



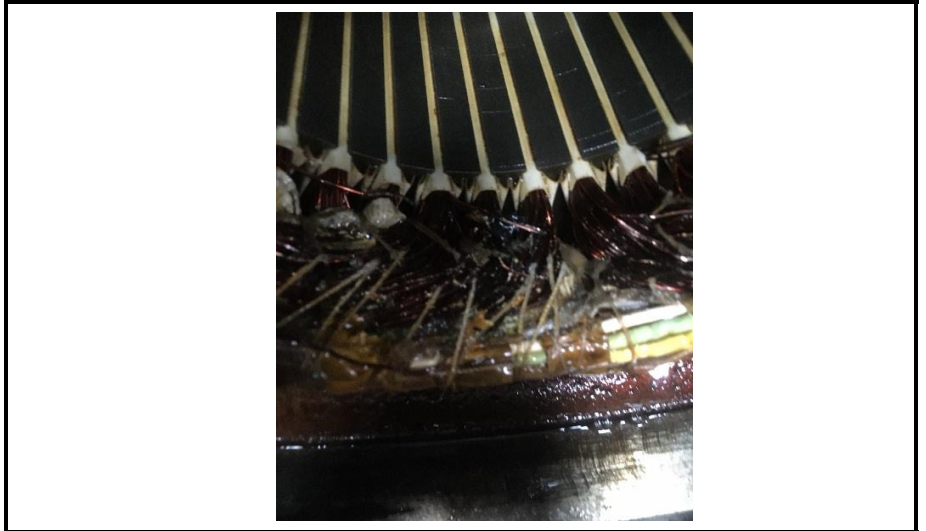
## Stator

Wash and Bake?

Winding Analyzer

**Notes:**

Stator ties are broken.



**POST BAKE ELECTRICAL RESULTS:**

<b>OHM Reading</b>	R/B		R/W		B/W	
<b>Meg Reading</b>	R		B		W	
<b>Thermal</b>						

**Stator Disposition**

**Replace**



**Additional Notes & Findings**

**Item 1:**

**Item 2:**

## Conclusions

<b>O-Rings Condition</b>	Brittle	<b>Bin Location</b>	VG4C
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### Primary Cause of Failure

Lower seal failure resulted in media entering the oil housing. This overpressurized the upper seal and let media and oil enter the stator housing. The FLS was found wrapped around the rotor, potentially a cause of the seal failure. The junction chamber filled with media and oil and will require the terminal board to be replaced with WAGO connectors and new seal sleeves. Signs of water in the cable about two foot from the junction chamber. If the customer cannot lose two foot of cable, new cable will need to be priced into the repair.

### Additional Notes & Suggestions

Pump required excessive cleaning. The pump was pressure washed before tearing it down. Had to scrape the build-up out of impeller so we could reach the impeller bolt.

### Parts Required

FLYGT WHITE MINERAL OIL	FLS UNIT	CABLE UNIT
STATOR REMOVAL/INSTALL	BASIC REPAIR KIT	STATOR
EL LEAD THRU	SLEEVE	KEY
SEAL SLEEVE		

<b>Inspection Reviewed By</b>	Eric Steffen	<b>Date</b>	6/12/2020
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**Exhibit B  
Insurance**

Unless otherwise instructed in writing by the City, the Contractor shall obtain and maintain during the term of the Project and the Contractor Services Contract the insurance coverages at least equal to the coverages below, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the proposal and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site. Unless instructed otherwise, the Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear. Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this Exhibit D. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

The City may waive any insurance coverages or amounts required by this Exhibit when the City deems such waiver may be in the interest of the public health, safety, and general welfare.

RESOLUTION NO. 2021-15

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING AN AGREEMENT WITH HARVEY'S SERVICES, INC.  
FOR THE REMOVAL OF EXISTING LANDSCAPING AND  
INSTALLATION OF NEW LANDSCAPING ON GOLDEN OAK  
COURT.**

---

**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of "Exhibit 1" attached hereto and incorporated herein, on behalf of Twin Oaks with Harvey's Services, Inc. for construction services to be provided under the terms set forth in Exhibit 1.

**Section 2.** This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 19<sup>TH</sup> DAY OF MAY, 2021,  
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk

Exhibit 1

**Twin Oaks, Missouri**  
**CONTRACTOR SERVICES CONTRACT**

THIS AGREEMENT, made and effective as of \_\_\_\_\_, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Harvey's Services Inc.**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 224 Robin Hill Lane, Ballwin, MO 63021.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for removing existing landscaping and installing new landscaping located in the two cul-de-sac circles in Golden Oak Court, as described on Exhibit A (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

**I. SCOPE OF SERVICES**

Contractor's services are necessary for the following Project of City: *Removal of Existing Landscaping and Installing Gravel, Decorative Grasses and Mulch in Cul-de-Sac Circles — Golden Oak Court.*

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Project listed above and as more particularly described in the attached **Exhibit A**.

The above-referenced services (hereinafter referred to as the "Work") shall be provided by the Contractor in accordance with all the provisions of the Proposal and the attached **Twin Oaks General Conditions** which are incorporated herein by reference, and the terms of the General Conditions shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, including the Proposal. If there is any conflict between the City's General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.

**II. COMPENSATION**

Upon completion of the Work to the satisfaction of the City, and within thirty days (30) days of final written invoice by the Contractor, the City hereby agrees to pay the Contractor an amount not to exceed \$2,500.00 for the Work as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Work.

**III. TIME AND MANNER OF PAYMENTS**

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates, or schedule of values set forth below.

**IV. CONTRACT SCHEDULE**

Time is of the essence. The Work shall be commenced on \_\_\_\_\_, and shall be completed in a reasonable manner no later than \_\_\_\_\_. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the

amount of \$50.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

**HARVEY SERVICES INC**

**CITY OF TWIN OAKS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

**GENERAL CONDITIONS**  
**CITY OF TWIN OAKS, MISSOURI**  
**CONTRACTOR SERVICES AGREEMENT**

**Independent Contractor.** The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

**Compliance with Laws.** The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Contractor shall comply with the following state law requirements:

- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

**Subcontracts.** The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

**Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

**Insurance.** Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on **Exhibit B**, but unless otherwise provided shall be no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured and the applicable insurer shall owe the City a duty of defense on all insurance policies required hereunder. The Contractor shall provide an Additional Insured Endorsement to the City that shall be approved by the City prior to commencement of any Work.

In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit B**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

**Nondisclosure.** The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

**Changes.** No change in this Contract shall be made except in writing prior to the change in the Work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No Work or change shall be undertaken or compensated for without prior written authorization from the City.**

**Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the



Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached Contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

**Correction Period.** Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the City specifications or contract. The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract. The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as set forth herein, nor are they limited by any other remedies provided in the Contract.

**Request for Proposals.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Contractor Services Contract or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A**, "Scope of Work").

**Project Records and Work Product.** The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

**Site Operations.** Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

**Personnel.** The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

**Representations.** Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

**Governing/Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

**Other Special Provisions.** There are no additional special provisions set forth in the Contractor Services Agreement.

**EXHIBIT A**  
**Proposal**

# Harvey's Services Inc.

## Proposal

Date	Estimate #
5/10/2021	336

Commercial - Residential Lawn Care / Landscaping / Home Maintenance

Name / Address
City of Twin Oaks 1381 Big Bend Rd. Twin Oaks, Mo. 63021

### 314-450-0960

*"The Helping Hand"*

224 Robin Hill Lane Ballwin, Mo. 63021

Item	Description	Cost	Qty	Total
Landscaping	Remove grass in two Cauldesacs, Install Landscaping Weed Fabric in both Cauldesacs, Create outer ring around 2 cauldesacs with 6 yards of Meremac Gravel, Plant 8 Pampas Grasses into the center of both Cauldesacs, and Install 6 yards of Brown Dyed Mulch into each Cauldesac (ALL WORK TO BE DONE IN 2 CAULDESACS AT GOLDEN OAK CT) Labor, Material, Delivery, Disposal, and Equipment Rental are included into the price	2,500.00		2,500.00

Thank you for your business.

**Total**

\$2,500.00

**Exhibit B  
Insurance**

Unless otherwise instructed in writing by the City, the Contractor shall obtain and maintain during the term of the Project and the Contractor Services Contract the insurance coverages at least equal to the coverages below, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the proposal and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site. Unless instructed otherwise, the Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear. Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this Exhibit D. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

The City may waive any insurance coverages or amounts required by this Exhibit when the City deems such waiver may be in the interest of the public health, safety, and general welfare.

RESOLUTION NO. 2021-16

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING  
AN AGREEMENT WITH TOPPS PAVING AND SEALING LLC FOR  
APPLICATION OF AN ASPHALT OVERLAY TO WALKING PATHS IN TWIN  
OAKS PARK.**

---

**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS,  
MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with Topps Paving and Sealing, LLC, for services relating to paving a walking path with approximately 101 square yards of asphalt to be provided under the terms set forth in Exhibit 1.

**Section 2.** This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 19<sup>th</sup> DAY OF MAY 2021, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk

**Twin Oaks, Missouri**  
**CONTRACTOR SERVICES CONTRACT**

THIS AGREEMENT, made and effective as of \_\_\_\_\_ by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **Topps Paving and Sealing, LLC**, a Missouri corporation, hereinafter referred to as “Contractor,” with a business mailing address of 11502 Dorsett Road, Maryland Heights, Missouri 63043.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for services related to asphalt paving, as described on Exhibit A (the “Proposal”), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

**I. SCOPE OF SERVICES**

Contractor’s services are necessary for the following Project of City: *Twin Oaks Park — Application of Asphalt Overlay on Park Path.*

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Project listed above and as more particularly described in the attached **Exhibit A**.

The above-referenced services (hereinafter referred to as the “Work”) shall be provided by the Contractor in accordance with all the provisions of the Proposal and the attached **Twin Oaks General Conditions** which are incorporated herein by reference, and the terms of the General Conditions shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, including the Proposal. If there is any conflict between the City’s General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.

**II. COMPENSATION**

A. **Basic Compensation.** The City hereby agrees to pay the Contractor as set forth below, as full compensation upon the completion of the Work:

Due at the City’s final acceptance of the Work: \$4,915.00

**III. TIME AND MANNER OF PAYMENTS**

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates, or schedule of values set forth below.

**IV. CONTRACT SCHEDULE**

Time is of the essence. The Work shall be commenced on \_\_\_\_\_, and shall be completed in a reasonable manner no later than \_\_\_\_\_. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$100.00 per day as liquated damages, herein acknowledged to be reasonable compensation for

such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

**TOPPS PAVING AND SEALING, LLC**

**CITY OF TWIN OAKS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

**GENERAL CONDITIONS**  
**CITY OF TWIN OAKS, MISSOURI**  
**CONTRACTOR SERVICES AGREEMENT**

**Independent Contractor.** The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

**Compliance with Laws.** The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Contractor shall comply with the following state law requirements:

- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

**Subcontracts.** The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

**Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

**Insurance.** Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on **Exhibit B**, but unless otherwise provided shall be no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured and the applicable insurer shall owe the City a duty of defense on all insurance policies required hereunder. The Contractor shall provide an Additional Insured Endorsement to the City that shall be approved by the City prior to commencement of any Work.

In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit B**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

**Nondisclosure.** The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

**Changes.** No change in this Contract shall be made except in writing prior to the change in the Work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No Work or change shall be undertaken or compensated for without prior written authorization from the City.**

**Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the



Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached Contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

**Correction Period.** Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the City specifications or contract. The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract. The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Work as set forth herein, nor are they limited by any other remedies provided in the Contract.

**Request for Proposals.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Contractor Services Contract or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A**, "Scope of Work").

**Project Records and Work Product.** The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

**Site Operations.** Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

**Personnel.** The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

**Representations.** Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

**Governing/Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

**Other Special Provisions.** There are no additional special provisions set forth in the Contractor Services Agreement.

**EXHIBIT A  
Proposal**

Topps Paving & Sealing, LLC.  
11502 Dorsett Road  
Maryland Heights, MO 63043  
PH: (314) 705-8061 Fax: (314) 739-7258

Proposal submitted to:  
City of Twin Oaks  
1381 Big Bend Blvd  
Ballwin, MO 63021

Date: 5/10/2021  
Jobsite: 1 Twin Oaks Court, Valley P  
Phone: 314-574-7152  
Email: [jwilliams@villageoftwinoaks.o](mailto:jwilliams@villageoftwinoaks.o)

We hereby propose to furnish labor and materials necessary to complete the following work:

**SCOPE OF WORK:** PAVE WALKING PATH APPROX. ( 101 ) SQUARE YARDS OF NEW ASPHALT.

- SAW CUT:** Saw cut or rotomill asphalt in front of concrete sidewalk to enable crews to pave flush with existing concrete. Butt joint to existing asphalt.  
*( this helps water drain away from these area and avoids trip hazards )*
  - PREPARATION:** Clean asphalt of dirt and debris using wire brushes, brooms, and air blowers.
  - RISER RING:** Insert one riser ring ( 2 inches) to raise manhole flush with overlay.
  - BONDING:** Apply SS-1 Liquid Emulsion at .12 gal per sq. yard to assure maximum bonding of new asphalt to old asphalt.
  - PADDING:** Install Hot Asphalt into low lying areas to create uniform surface prior to paving.
  - TYPE C-MIX:** Install approx. 3 " of compacted Type C-Mix Hot Asphalt using mechanical spreader.
  - COMPACTION:** Compact asphalt to smooth and even finish with a 3 - 5 ton power tandem roller. Bevel exposed edges for finished appearance.
  - FINISH ROLL:** After initial compaction with heavy roller, surface to be finish with a 1-2 ton vibratory roller to create a smooth surface.
- ASPHALT IMPROVEMENTS:                    \$    4,915**

Topps Paving & Sealing, LLC. is Fully Insured for your protection.

**PAYMENT DUE UPON COMPLETION**

**NOTICE TO OWNER**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Respectfully Submitted

\_\_\_\_\_ Total \$ \_\_\_\_\_  
Marc Janitch

Date \_\_\_\_\_ Signature: **X** \_\_\_\_\_

City of Twin Oaks - Your business is greatly appreciated.

(Note--This proposal may be withdrawn by us if not accepted within 30 days. Call for quote after this time period)  
Please provide a day contact number where you can be reached upon acceptance of this contract.



**Exhibit B  
Insurance**

Unless otherwise instructed in writing by the City, the Contractor shall obtain and maintain during the term of the Project and the Contractor Services Contract the insurance coverages at least equal to the coverages below, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the proposal and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site. Unless instructed otherwise, the Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear. Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this Exhibit D. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

The City may waive any insurance coverages or amounts required by this Exhibit when the City deems such waiver may be in the interest of the public health, safety, and general welfare.

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING A CONCEPT PLAN FOR SIDEWALKS ALONG A PORTION OF CRESCENT AVENUE; AUTHORIZING THE PREPARATION OF CONSTRUCTION PLANS; AUTHORIZING THE MAYOR AND CITY CLERK TO NEGOTIATE THE ACQUISITION OF PROPERTY INTERESTS; AND PROVIDING FURTHER AUTHORITY.**

---

**Whereas**, the City of Twin Oaks (“City”) has recognized a safety need for pedestrians using Crescent Avenue; and

**Whereas**, over the past several months, the Board of Aldermen has reviewed and revised plans, met with property owners and citizens, held an open house, studied survey results, and welcomed public comments at Board meetings in relation to a proposed plan for the addition of sidewalks along the northern side of Crescent Avenue between Golden Oak Court and Crescent Road; and

**Whereas**, after considering all information, feedback, data and public input, the Board is desirous of moving forward with construction of the sidewalks substantially in the area and design as shown on Conceptual Plan D dated 4/2/2021 prepared by BFA Engineering (“Conceptual Plan D” attached as Exhibit 1 and incorporated by reference); and

**Whereas**, the Board is also desirous of working with the affected property owners to obtain the needed right-of-way and easements while striving to ensure that the sidewalk project has minimal negative impact on or even enhances the value of their property.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves undertaking a capital improvements project to add sidewalks along Crescent Avenue in substantially the location and design as depicted on Conceptual Plan D.

**Section 2.** The Board of Aldermen further approves the engagement of BFA to prepare construction plans based on Conceptual Plan D and authorizes the Mayor and City Clerk to work with BFA to prepare any and all plans necessary for the construction of the sidewalks and acquisition of necessary property interests relating thereto.

**Section 3.** The Board of Aldermen further authorizes the Mayor and City Clerk to take all actions necessary to carry out the intent of this Resolution, including engaging any consultants necessary for the purpose of negotiating and acquiring, right-of-way, construction easements, and all necessary property interests for the sidewalk project.

**Section 4.** This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 19<sup>th</sup> DAY OF MAY 2021, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

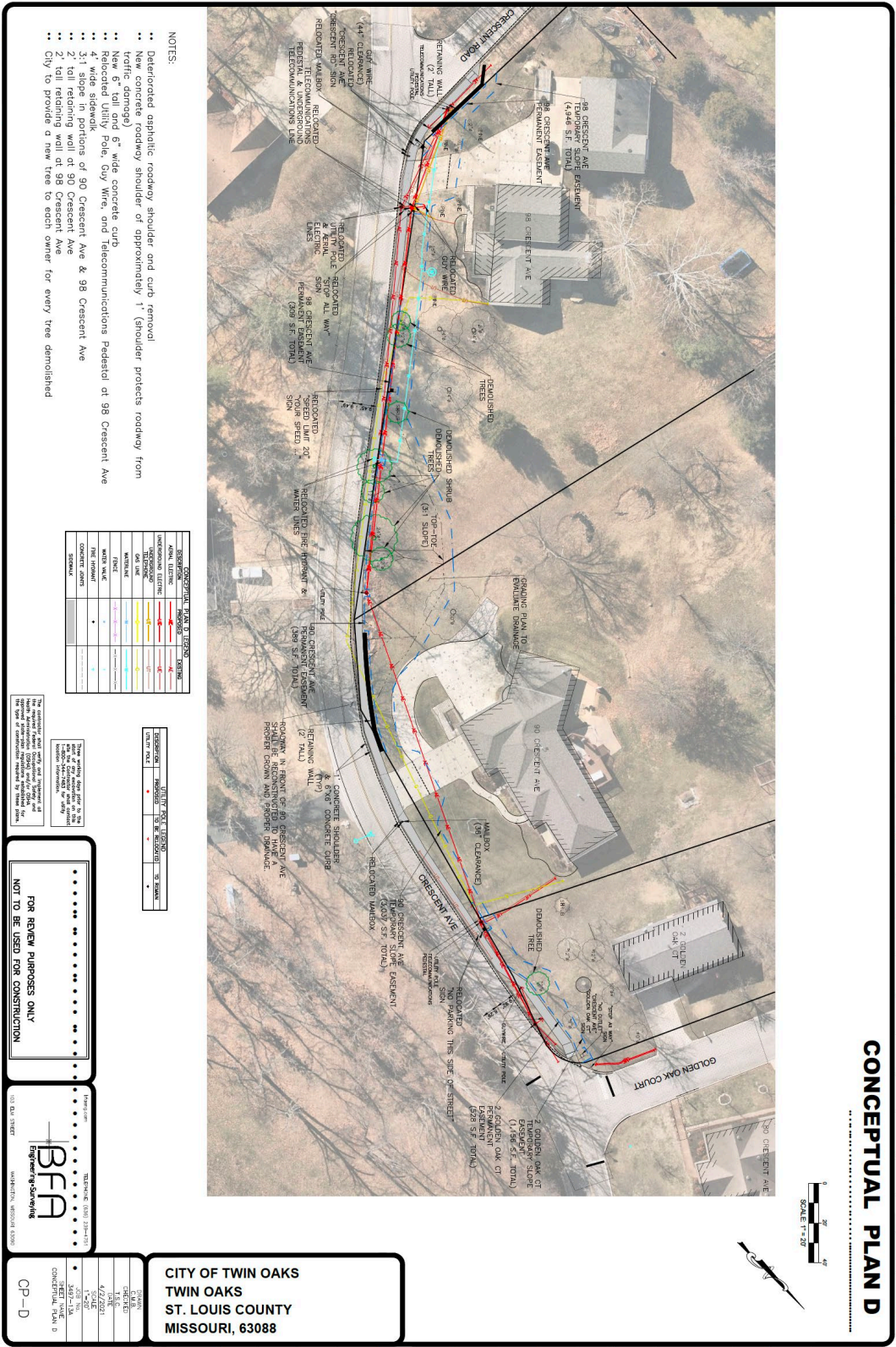
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Frank Johnson, City Clerk



# Exhibit 1 Conceptual Plan D

P:\MVA\3497-136 Crescent Ave\3497-136 Conceptual Plan\3497-136 Conceptual Plan D.dwg  
4/2/2021 3:58 PM



- NOTES:**
- .. Delineated asphaltic roadway shoulder and curb removal
  - .. New concrete roadway shoulder of approximately 1' (Shoulder protects roadway from traffic damage)
  - .. New 6" tall and 6" wide concrete curb
  - .. Relocated Utility Pole, Guy Wire, and Telecommunications Pedestal at 98 Crescent Ave
  - .. 4" wide sidewalk
  - .. 4" slope in portions of 90 Crescent Ave & 98 Crescent Ave
  - .. 2' tall retaining wall at 98 Crescent Ave
  - .. City to provide a new tree to each owner for every tree demolished

3000 CONCEPTUAL PLAN D SYMBOLS	DESCRIPTION
[Red Arrow]	ROAD ELECTRIC
[Blue Arrow]	UNDERGROUND ELECTRIC
[Green Arrow]	TELECOMMUNICATIONS
[Yellow Arrow]	RELOCATED UTILITY POLE
[Cyan Arrow]	RELOCATED GUY WIRE
[Magenta Arrow]	RELOCATED TELECOMMUNICATIONS
[Black Arrow]	RELOCATED TELECOMMUNICATIONS TELECOMMUNICATIONS LINE
[Grey Arrow]	RELOCATED MANHOLE
[Light Blue Arrow]	RELOCATED CATCH BASIN
[Dark Blue Arrow]	RELOCATED WATER MAIN
[Light Green Arrow]	RELOCATED GUY WIRE
[Light Yellow Arrow]	RELOCATED UTILITY POLE
[Light Cyan Arrow]	RELOCATED TELECOMMUNICATIONS
[Light Magenta Arrow]	RELOCATED TELECOMMUNICATIONS TELECOMMUNICATIONS LINE
[Light Grey Arrow]	RELOCATED MANHOLE
[Light Light Blue Arrow]	RELOCATED CATCH BASIN
[Light Dark Blue Arrow]	RELOCATED WATER MAIN

SYMBOL	DESCRIPTION
[Red Arrow]	UTILITY POLE TO BE DEMOLISHED
[Black Arrow]	TO BE DEMOLISHED
[White Arrow]	TO BE MAINTAINED

**CONSTRUCTION**  
 THE ROADWAY SHOULDER, CURB AND SIDEWALK SHALL BE CONSTRUCTED TO PROTECT THE ROADWAY FROM TRAFFIC DAMAGE. THE ROADWAY SHOULDER SHALL BE CONSTRUCTED TO PROTECT THE ROADWAY FROM TRAFFIC DAMAGE.

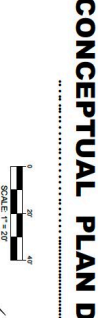
**FOR REVIEW PURPOSES ONLY  
NOT TO BE USED FOR CONSTRUCTION**



**CITY OF TWIN OAKS  
TWIN OAKS  
ST. LOUIS COUNTY  
MISSOURI, 63088**

NO.	DATE	DESCRIPTION
1	4/2/2021	PRELIMINARY DESIGN
2	4/2/2021	CONCEPTUAL DESIGN

CP-D



## CONCEPTUAL PLAN D

**AN ORDINANCE APPROVING AMENDMENTS TO THE TWIN OAKS  
PARK AREA RESERVATION POLICY AND PROCEDURES,  
MUNICIPAL CODE SECTION 220.040**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS AS FOLLOWS:**

**Section 1:** Section 220.040, Twin Oaks Park Area Reservation Policy and Procedures, is hereby amended by repealing Section 220.040 in its entirety and adopting a new Section 220.040 to read as follows:

**Section 220.040 Twin Oaks Park Area Reservation Policy and Procedures.**

- A. Applications for a park area reservation shall follow the procedures set forth herein and using the current City form of application and terms and conditions developed hereunder.
- B. Reservations of Twin Oaks Park.
  - 1. Applications. The timeline for accepting reservation applications for the current calendar year shall be as follows:
    - a. City residents: January 1 of that year.
    - b. All others: March 1 of that year.
  - 2. Time of Application. Application for a reservation must be filed no later than two (2) business days prior to the planned event.
  - 3. Areas which can be reserved include the pavilion, multipurpose court, and sand volleyball court. However, only two (2) of these areas may be reserved at any one time to allow some park use by residents at all times. Use of the pavilion assumes the group will also be using the adjacent grassy area toward the sand volleyball court.
  - 4. Reservations are limited to groups of no more than fifty (50) people.
  - 5. Park reservations may be denied because of City-sponsored events in the park.
  - 6. Financial transactions may not take place on Twin Oaks Park property as part of any park area reservation. Exceptions may be made for City sponsored programs or events.
  - 7. The City staff, in collaboration with the Park Committee and with approval of same by the Board of Aldermen, will maintain a reservation application and associated



terms and conditions of park facility use (“Terms & Conditions”), including fines and fees to be assessed in accordance with said reservations, on file in the City offices. The Terms & Conditions will supplement and not conflict with any park regulations as set out within the City Code and may be changed as needed but should be reviewed no less than on an annual basis, with any changes to the Terms & Conditions being brought to the Park Committee for input and then recommendation of same to the Board of Aldermen for approval of same as an amendment to the Terms & Conditions. The Terms & Conditions and other policies will be held on file in the City offices and available upon request.

C. Deposits Due Before Reservation Is Assigned.

1. Reservation permits for use of the park require a deposit, as set forth by the Board of Aldermen from time to time, upon application approval before a date can be assigned to that user.
2. If a user requests special permission from the City Clerk, alcohol may be served as long as there are no glass containers brought into the park. A permit to include alcohol requires an additional deposit as set forth by the Board of Aldermen from time to time.
3. No more than fifty (50) people can attend any function upon a reservation. If the application is requesting more than fifty (50) people, the application will be reviewed by the Park Committee and decisions will be made on a case-by-case basis.
4. Any damages or cleanup charges resulting from the use of the park by the reserved party will be deducted from the deposit and/or additionally billed to the reserving party.
5. If Police have to be called because of group misbehavior, the entire park deposit will be forfeited and future reservations for that group may be denied.

- D. The grassy area may not be used as a team sport practice field. Tents, bounce houses, recreational equipment, or other appurtenances requiring staking or otherwise being secured to the ground are prohibited. For the purposes of this provision, "tents" are defined as covered temporary structures which, individually or in aggregate, exceed one hundred (100) square feet of ground coverage.

**Section 2:** This ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO  
PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI,  
THIS 19<sup>th</sup> DAY OF MAY 2021.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk



# CITY OF TWIN OAKS

1381 Big Bend Road • Twin Oaks, MO 63021  
(636) 225-7873 • fax (636) 225-6547 • [www.cityoftwinoaks.com](http://www.cityoftwinoaks.com)

## PARK FACILITY RESERVATION APPLICATION

This permit-application is subject to Park Regulations Chapter 220 of the Municipal Code. Permit-An approved reservation is not transferable and can be revoked at any time. Reservation is not final until City Office receives deposit. Reservations will be made on a “first come, first served” basis. Cancellation of any date(s) or time(s) granted by this permit requires two (2) business day notification or deposit may become non-refundable. Please read for your understanding and protection Chapter 220: Park Regulations of the Municipal Code. (Copy will be given upon submittal of application or can be viewed on our website.)

Today’s Date\*: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

\*City residents may begin reserving the Park facilities on January 1 of that year; all others may begin reserving on March 1.

## RESERVATION INFORMATION

Reservation Date\*\*: \_\_\_\_\_ Number of People Attending Your Event: \_\_\_\_\_

(\*\*application must be filed at least 2 business days prior to reservation date)

Hours from \_\_\_\_\_ to \_\_\_\_\_ (Please allow enough time for set up/cleanup of your event.)

Area(s) To Be Used: (Only Two Of The Three May Be Reserved)

Pavilion       Volleyball Court       Multi-purpose Court

Will Alcohol be served?       YES       NO

**NO GLASS BOTTLES PERMITTED**

Please place all recyclables in the provided recycling containers and trash in the provided trash cans.

**\$50.00 standard deposit**       **\$150.00 standard (deposit + alcohol deposit)**  
Resident deposits are fully refundable if no damage is reported.

Handicapped-Disabled accessible vehicle parking is permitted in designated area adjacent to Multi-Purpose Court. Park visitors may park in designated spaces on the east side of ~~Twin Oaks Court~~ Robert Hartzog Lane – not on any grassy area. Violators will be ticketed. **For your own protection snap a photo of the Pavilion as you leave.**

By signing below, applicant has read and agrees to attached Terms & Conditions ~~Park Regulations Chapter 220 of the Municipal Code City of Twin Oaks~~. Any violation of park regulations or misrepresentation of this form may result in forfeiture of all deposits and/or future park reservation rights.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Approval/City Administrator

## TERMS AND CONDITIONS OF PARK FACILITY USE

1. Applicants must be twenty-one (21) years of age or older.
  - 1-2. Park reservations are limited to groups of no more than 50 people.
- 2-3. Food and beverages (if desired) as well as clean-up are the responsibility of the User. The City does not supply these services.
- 3-4. Set up and clean up must occur within the time period for which the Applicant has reserved the Community Room park area. The User or users' group must not remain on the premises in the reserved area beyond the time period stated in the reservation.
- 4-5. Damage Deposit. A Damage Deposit (and Alcohol Deposit, if applicable) in the amount set forth above is required and will be held by the City to ensure against the user's failure to clean the park facilities or any damage that occurs. The deposit will be used toward any cleaning/repair costs the City incurs and the User will be responsible and liable for all costs in excess of the deposit. Otherwise, a full refund will be issued to Twin Oaks residents.
- 5-6. The following are not permitted on the premises:
  - a. Firearms or weapons of any kind (except by the St. Louis County Police)
  - b. Drugs
  - c. Gambling
  - d. Confetti, glitter, silly-string, sidewalk chalk or similar items
- 6-7. Alcohol Policy – Permission to serve alcoholic beverages will be granted based on the following conditions:
  - City's receipt of the additional Alcohol Deposit;
  - Consumption of alcoholic beverages by the User & guests is only for the activity described on this Application;
  - Alcoholic beverages must be kept inside the Community Room; alcohol is prohibited on the patio;
  - The User must comply with all local, state, and federal liquor laws
- 7-8. All cancellations must be made *in writing* and should be made at least 48-hours prior to the reserved time to avoid forfeiting any deposits and negative effects on ability to make future reservations.
- 8-9. Users are responsible for all clean-up, including but not limited to: removing all decorations; emptying trash receptacles; and cleaning counters, benches, picnic tables, chairs, etc. If the City determines that further cleaning is required, the User's deposit will be forfeited, and the User will be responsible for the City's actual cost of cleaning the premises.
- 9-10. The City or its agent reserves the right to direct the User and any guest(s) to cease all activities that are not in full compliance with these Terms & Conditions. The City, at its sole discretion, also reserves the right to direct the User and all guest(s) to vacate the facility for a violation of the Terms & Conditions or for public safety. The User's deposit will be forfeited, and the User shall be responsible for all clean up and damages as defined herein.
- 10-11. By executing this application, the User agrees to assume full responsibility for the cost of repair or replacement of any property, fixtures and/or equipment damaged during the periods covered by the Park Facility reservation.
- 11-12. The City is not responsible for stolen items or loss of personal property.
13. The City will prosecute and seek restitution from any person who willfully damages or removes, or attempts to damage or remove, public property from the premises. Any applicant or user who is found or pleads guilty will be prohibited from reserving Park facilities in the future.
14. Use of the reserved Park facilities must be confined to the specific reserved area and may not disrupt the public's enjoyment or use of the Park.
15. Operation of motor vehicles in the Park or on Park land is prohibited. All users must park in the designated areas on Robert Hartzog Memorial Lane. Parking on grassy areas or on the multipurpose court is prohibited.
16. Tents, bounce houses, recreational equipment, or other appurtenances requiring staking or otherwise required to be secured to the ground are prohibited.
17. Park reservations may be denied because of City-sponsored events in the Park.
18. No financial transactions may take place on Park property during the course of the reservation.

19. Fires may be built only in barbecue grills or fireplaces provided by the City and must be extinguished before leaving the park.

~~12-20.~~ Applicant agrees to be bound by the Park Regulations Chapter 220 of the Municipal Code City of Twin Oaks. Solicitation of any business or service is prohibited. No person, firm, or corporation is permitted to offer or advertise merchandise or other goods for sale or hire. Excepting City-sponsored events and activities, the maintaining of a concession or the use of any park facility, building, trail, road, bridge, bench, table or other park property for commercial purposes is prohibited unless a permit is issued by the Board of Aldermen or its designated representative(s). Such permit shall be clearly displayed by the person(s) seeking to conduct commercial activities within the park. (See Section 220.020 of the Twin Oaks Municipal Code)



# CITY OF TWIN OAKS

1381 Big Bend Road • Twin Oaks, MO 63021  
(636) 225-7873 • fax (636) 225-6547 • [www.cityoftwinoaks.com](http://www.cityoftwinoaks.com)

## PARK FACILITY RESERVATION APPLICATION

This application is subject to Park Regulations Chapter 220 of the Municipal Code. An approved reservation is not transferable and can be revoked at any time. Reservation is not final until City Office receives deposit. Reservations will be made on a “first come, first served” basis. Cancellation of any date(s) or time(s) granted by this permit requires two (2) business day notification or deposit may become non-refundable. Please read for your understanding and protection Chapter 220: Park Regulations of the Municipal Code. (Copy will be given upon submittal of application or can be viewed on our website.)

Today’s Date\*: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

\*City residents may begin reserving the Park facilities on January 1 of that year; all others may begin reserving on March 1.

## RESERVATION INFORMATION

Reservation Date\*\*: \_\_\_\_\_ Number of People Attending Your Event: \_\_\_\_\_

(\*\*application must be filed at least 2 business days prior to reservation date)

Hours from \_\_\_\_\_ to \_\_\_\_\_ (Please allow enough time for set up/cleanup of your event.)

Area(s) To Be Used: (Only Two Of The Three May Be Reserved)

Pavilion       Volleyball Court       Multi-purpose Court

Will Alcohol be served?       YES       NO

**NO GLASS BOTTLES PERMITTED**

Please place all recyclables in the provided recycling containers and trash in the provided trash cans.

**\$50.00 standard deposit**       **\$150.00 standard (deposit + alcohol deposit)**  
Resident deposits are fully refundable if no damage is reported.

Disabled accessible vehicle parking is permitted in designated area adjacent to Multi-Purpose Court. Park visitors may park in designated spaces on the east side of Robert Hartzog Lane – not on any grassy area. Violators will be ticketed. **For your own protection snap a photo of the Pavilion as you leave.**

**By signing below, applicant has read and agrees to attached Terms & Conditions. Any violation of park regulations or misrepresentation of this form may result in forfeiture of all deposits and/or future park reservation rights.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Approval/City Administrator

TERMS AND CONDITIONS OF PARK FACILITY USE

1. Applicants must be twenty-one (21) years of age or older.
2. Park reservations are limited to groups of no more than 50 people.
3. Food and beverages (if desired) as well as clean-up are the responsibility of the User. The City does not supply these services.
4. Set up and clean up must occur within the time period for which the Applicant has reserved the park area. The User or users' group must not remain in the reserved area beyond the time period stated in the reservation.
5. *Damage Deposit.* A Damage Deposit (and Alcohol Deposit, if applicable) in the amount set forth above is required and will be held by the City to ensure against the user's failure to clean the park facilities or any damage that occurs. The deposit will be used toward any cleaning/repair costs the City incurs and the User will be responsible and liable for all costs in excess of the deposit. Otherwise, a full refund will be issued to Twin Oaks residents.
6. The following are not permitted on the premises:
  - a. Firearms or weapons of any kind (except by the St. Louis County Police)
  - b. Drugs
  - c. Gambling
  - d. Confetti, glitter, silly-string, sidewalk chalk or similar items
7. *Alcohol Policy* – Permission to serve alcoholic beverages will be granted based on the following conditions:
  - City's receipt of the additional Alcohol Deposit;
  - Consumption of alcoholic beverages by the User & guests is only for the activity described on this Application;
  - Alcoholic beverages must be kept inside the Community Room; alcohol is prohibited on the patio;
  - The User must comply with all local, state, and federal liquor laws
8. All cancellations must be made *in writing* and should be made at least 48-hours prior to the reserved time to avoid forfeiting any deposits and negative effects on ability to make future reservations.
9. Users are responsible for all clean-up, including but not limited to: removing all decorations; emptying trash receptacles; and cleaning benches, picnic tables, etc. If the City determines that further cleaning is required, the User's deposit will be forfeited, and the User will be responsible for the City's actual cost of cleaning the premises.
10. The City or its agent reserves the right to direct the User and any guest(s) to cease all activities that are not in full compliance with these Terms & Conditions. The City, at its sole discretion, also reserves the right to direct the User and all guest(s) to vacate the facility for a violation of the Terms & Conditions or for public safety. The User's deposit will be forfeited, and the User shall be responsible for all clean up and damages as defined herein.
11. By executing this application, the User agrees to assume full responsibility for the cost of repair or replacement of any property, fixtures and/or equipment damaged during the periods covered by the Park Facility reservation.
12. The City is not responsible for stolen items or loss of personal property.
13. The City will prosecute and seek restitution from any person who willfully damages or removes, or attempts to damage or remove, public property from the premises. Any applicant or user who is found or pleads guilty will be prohibited from reserving Park facilities in the future.
14. Use of the reserved Park facilities must be confined to the specific reserved area and may not disrupt the public's enjoyment or use of the Park.
15. Operation of motor vehicles in the Park or on Park land is prohibited. All users must park in the designated areas on Robert Hartzog Memorial Lane. Parking on grassy areas or on the multipurpose court is prohibited.
16. Tents, bounce houses, recreational equipment, or other appurtenances requiring staking or otherwise required to be secured to the ground are prohibited.
17. Park reservations may be denied because of City-sponsored events in the Park.
18. No financial transactions may take place on Park property during the course of the reservation.
19. Fires may be built only in barbecue grills or fireplaces provided by the City and must be extinguished before leaving the park.

20. Applicant agrees to be bound by the Park Regulations Chapter 220 of the Municipal Code City of Twin Oaks. Solicitation of any business or service is prohibited. No person, firm, or corporation is permitted to offer or advertise merchandise or other goods for sale or hire. Excepting City-sponsored events and activities, the maintaining of a concession or the use of any park facility, building, trail, road, bridge, bench, table or other park property for commercial purposes is prohibited unless a permit is issued by the Board of Aldermen or its designated representative(s). Such permit shall be clearly displayed by the person(s) seeking to conduct commercial activities within the park. (See Section 220.020 of the Twin Oaks Municipal Code)



# City Clerk's Report

City of Twin Oaks, Board of Alderman

May 14, 2021

## General Updates

### **Crescent Road Footbridge**

- The City has contracted with Crowder to move the foot bridge on Crescent Road back into place. The total cost is \$550 and the City is currently working to get a confirmed date for the work.

### **Financial Consultant Search**

- Staff has finished compiling a list of potential accounting firms and is working on finalizing a draft of the account services RFP.

### **Audit Update**

- Work is continuing on the 2020 audit. Auditors completed fieldwork at the City offices on Friday, May 7th.

## Project Updates

### **Golden Oak Landscaping**

- The City has received a bid for remaking the landscaping on the Golden Oak Court traffic circles for a cost of \$2,500 from Harvey Services. A resolution approving the contract is on the agenda.

### **Curb Repairs for Autumn Leaf**

- The curb repair work in the condominiums on Autumn Leaf was largely completed on May 6th with the backfilling of the excavated areas finished on May 12th. There are still a few spots that need asphalt patches, which is expected to be done the week of May 17th.
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### **Concrete Pad Replacements**

- The replacement of the sinking concrete bench pads in the park was completed on May 12th. City Staff also authorized additional work to install a concrete pad for a picnic table in the park at a cost of \$1,200. This is to replace the concrete pad that had to be removed to allow heavy equipment to access the lake when it was dredged.
- The benches will be reinstalled by John on May 17th.

### **Twin Oaks Presbyterian Church Berm**

- BFA delivered the requested additional items requested to St. Louis County on May 7th. Currently still waiting on County approval.