

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
BOARD CHAMBER, TWIN OAKS TOWN HALL  
1381 BIG BEND ROAD  
WEDNESDAY, JUNE 16, 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 June 16, 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 Regular Session Minutes from June 2, 2021
  - b) Board of Aldermen Closed Session Minutes from June 2, 2021
  - c) Bills List from May 29 to June 11, 2021
  - d) Credit Card List from May 1 to May 31, 2021
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
  - a) St. Louis County Police Department — Captain T. Tanner and Sergeant J. Conrardy
  - b) Financial Statements — Jeff Blume
- 7) PRELIMINARY CITIZEN COMMENTS
- 8) NEW BUSINESS
  - a) Bill No. 21-10: AN ORDINANCE CREATING THE POSITION OF CITY CLERK/ADMINISTRATOR AND APPOINTING FRANK JOHNSON TO THE POSITION.
  - b) Bill No. 21-11: AN ORDINANCE APPROVING AMENDMENTS TO MUNICIPAL CODE CHAPTER 610, REGULATIONS PERTAINING TO PEDDLING, SOLICITING AND CANVASSING.

- c) Resolution No. 2021-20: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH NICK DAMATO, DBA STL HOLIDAY LIGHTING, FOR ANNUAL MAINTENANCE OF THE PERMANENT LIGHTING INSTALLED ON TWIN OAKS TOWN HALL.
- d) Committee/Commission Appointments  
Planning and Zoning Commission – Mary Young

9) DISCUSSION ITEMS

- a) Accounting RFP
- b) Birnamwood Condominiums Drainage Channel Maintenance

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) CLOSED SESSION

Upon a motion duly made and approved, the Board of Aldermen intends go into closed session pursuant to Chapter 610 RSMo for the purpose of dealing with matters relating to the following: legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys (§610.021(1)).

15) ADJOURNMENT

Frank Johnson  
City Clerk

POSTED: June 14, 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 REGULAR MEETING OF THE  
BOARD OF ALDERMEN OF TWIN OAKS,  
TWIN OAKS TOWN HALL  
ST. LOUIS COUNTY, MISSOURI  
WEDNESDAY, JUNE 2, 2021**

The meeting of the Twin Oaks Board of Aldermen was called to order at 7:01 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 Whitmore motioned to approve the Agenda, seconded by Alderman Milne. 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 May 19, 2021 Regular Session Minutes and the Bills List from May 15, 2021 to May 28, 2021. Alderman Eisenhauer motioned to approve the Consent Agenda seconded by Alderman Stoeckl. The motion passed by voice vote of three yeas and one abstention.

**REPORTS OF COMMITTEES/COMMISSIONS/CONTRACTORS**

**Police Report:** Officer John Wehner reviewed the May Police Report as well as the hours logged on the bike for May. Alderman Milne asked about the stops related to speeding in the City and where the stops were made. Officer Wehner stated that the majority of the stops were on Big Bend, Meramec Station and 141.

Mayor Fortune feels that car theft seems to be on the rise. Officer Wehner agreed and the theft of catalytic converters are also on the rise.

**FY 2020 Audit Report:** Allen Schulte of Botz Deal reviewed the 2020 Audit with the Board. The Audit consists of the Financial Statement and Management Report. Mr. Schulte reviewed the Financial Statement and stated that the recommendations stated in the letter were minor. Since the City has a small staff, he gave a few recommendations to help provide the Board with more checks and balances with regard to the City's financial transactions. He then reviewed the CAFR and this process.

Alderman Whitmore had several questions on the report. Corrections will be made and sent to the City.

### **PUBLIC HEARING**

The Public Hearing for public comment and consideration of the recommendation of the Planning & Zoning Commission concerning amendments to the City's Zoning Regulations, Chapter 400 of the City of Twin Oaks Municipal Code, Section 400.550 pertaining to the membership of the Planning and Zoning Commission and related text was called to order by Mayor Fortune at 7:24 p.m. City Clerk Johnson stated this will expand the number of members, increasing by two members. The membership will be seven members to not more than nine members. It is a good idea to increase the number to provide coverage of the entire City.

Hearing no further questions Mayor Fortune closed the Public Hearing at 7:26 p.m.

### **ST. LOUIS COUNTY REPORT**

Stephanie Streeter of St. Louis County Public Works Division and Ryan Pierce an Operation Engineer with St. Louis County presented the findings of the study on the safety of the intersection of Big Bend and Meramec Station Road. The study found that there was no significant concern with safety at this time. However, they did find that with the rutting of Meramec Station Road the sensors which are in the pavement have broken. These sensors control the stop lights in accordance with the amount of traffic at the intersection and provide better traffic flow than cameras.

The County has installed cameras at the intersection to help with the traffic flow until such time as the sensors are repaired, however they do not detect back-ups and do not provide the same effectiveness as the loop sensors.

Since the City of Twin Oaks owns Meramec Station Road, the County proposed sharing the cost of installing the new loop sensors. The County will pay the cost of the equipment which would total approximately \$79,000 and the City would cover the cost of the road repairs on Meramec Station in the intersection which they estimate would total approximately \$150,000. The City would be able to go out to bid for these repairs.

Ms. Streeter stated that there are funds available the City could apply for to help cover the cost of this repair.

### **STATE LEGISLATIVE UPDATE**

Representative Trish Gunby gave a report on the highlights from the 2021 Legislative Session. A lot of the legislation that passed this year was done by bipartisan vote.

### **NEW BUSINESS**

**Bill No. 21-08-An Ordinance Approving A Text Amendment To The Zoning Code Of The City Of Twin Oaks Relating To The Membership Of The Planning And Zoning Commission:** First reading of Bill No. 21-08 was read. Mayor Fortune ask if there were any questions concerning Bill No. 21-08. The second reading of Bill No. 21-08 was read. Alderman Whitmore motioned to approve Bill No. 21-08, seconded by Alderman Eisenhauer and the motion passed on a roll call vote as follows: Aldermen Milne-yea, Eisenhauer-yea Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 21-08 being duly passed becomes Ordinance No. 21-08.

**Bill No. 21-09-An Ordinance Adopting And Enacting A New Code Of Ordinances Of The City Of Twin Oaks; Establishing The Same; Providing For The Repeal Of Certain Ordinances Not Included Therein, Except As Herein Expressly Provided; Providing For The Manner Of Amending Such Code Of Ordinances; Providing Penalty For The Violation Thereof; And Providing When This Ordinance Shall Become Effective:** First reading of Bill No. 21-09 was read. Mayor Fortune ask if there were any questions concerning Bill No. 21-09. The second reading of Bill No. 21-09 was read. Alderman Eisenhauer motioned to approve Bill No. 21-09, seconded by Alderman Whitmore and the motion passed on a roll call vote as follows: Aldermen Milne-yea, Eisenhauer-yea Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 21-09 being duly passed becomes Ordinance No. 21-09.

**Resolution 2021-18-A Resolution Of The Twin Oaks Board Of Aldermen Approving An Agreement With Crowder Construction, Inc. For Removing And Replacing An Existing Tie Wall And Removing Honeysuckle:** This repair is for wooden tie wall at the entrance of Boly Lane on the west side of the intersection. Mayor Fortune asked for any questions concerning Resolution 2021-18. Mayor Fortune asked for a motion to approve Resolution 2021-18. Alderman Eisenhauer motioned to approve Resolution 2021-18, seconded by Alderman Milne. The motion passed by voice vote of four yes, zero no.

**Resolution 2021-19-A Resolution Of The Twin Oaks Board Of Aldermen Approving An Agreement With Davey Tree Expert Company For Tree Removal In Twin Oaks Park:** This removal is for a large tree in the Park. There are several additional trees which are small enough that Public Works Director John Williams and Randy Overfield will be removing these trees. The City acquired several bids for this job and this was the most reasonable. Mayor Fortune asked for any questions concerning Resolution 2021-19.

Alderman Whitmore motioned to approve Resolution 2021-19, seconded by Alderman Stoeckl. The motion passed by voice vote of four yes, zero no.

**Committee/Commission Reappointments:** City Clerk Johnson stated that these are the final reappointments to the Committees/Commissions for this year. He presented for reappointment Connie Fortune for Board of Adjustment with her term to expire in May of 2026 and Janet Herbold for Park Committee with her term to expire in May of 2024. Mayor Fortune asked for a motion to approve these Committee/Commission appointments. Alderman Milne motioned to approve the presented reappointments, seconded by Alderman Whitmore. The motion passed by voice vote of four yes, zero no.

### DISCUSSION ITEMS

**Fireworks Display:** City Clerk Johnson stated that the fireworks are scheduled for Saturday, October 16<sup>th</sup> with the rain date of Saturday, October 23<sup>rd</sup>. Mayor Fortune feels that it is very important for the City to promote the fireworks.

Alderman Whitmore did a comparison of the 2018 cost to the cost for this year's show and there is an increase of 7%.

City Clerk Johnson will be organizing a planning meeting for the event within the next few weeks.

Mayor Fortune stated that the Park Committee did not know about the Water Play Date. They should be informed.

**Radar Sign Data and Speeding On Autumn Leaf:** City Clerk Johnson retrieved data from the radar signs on Autumn Leaf and Boly. There were a couple of signs he was unable to retrieve the data. He reviewed the available data with the Board. The data shows that most vehicles traveling on Autumn Leaf are in compliance with the speed limit. Boly Lane shows a slight increase in the speed levels.

Alderman Milne asked what options the City has to address the speeding issue. Officer Wehner stated that the City could have an Office monitoring at all times, an officer monitoring periodically or installing speed bumps. He stated that the radar trailer that St. Louis County uses is large and takes up a lot of space on the road which may not be wise to use on Autumn Leaf.

Mayor Fortune stated that from the data presented by City Clerk Johnson the findings shows that drivers are in compliance with the speed limit. The Alderman agreed that City Clerk Johnson will look into updating the radar signs and get the signs in working order.

Alderman Eisenhower stated that once the City retrieves the data on a regular basis there may be a trend of when speeding is occurring and the City could get coverage at that time. Officer Wehner stated that if we have specific times we can notify the weekend patrols.

### **ATTORNEY'S REPORT**

Attorney Rost reported that in regards the Census results and how that will effect redistricting in the State, he did not feel that this should effect Twin Oaks.

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

#### **General Updates**

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

- Crowder put the footbridge back in place on Friday, May 28<sup>th</sup>, and completed some additional anchoring to secure the bridge. The bridge has also been raised higher to allow more water to flow underneath.

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

- The financial consultant/accounting RFP was officially posted on May 24<sup>th</sup>. Staff also sent the RFP directly to eight local CPA firms and submitted it for inclusion in East-West Gateway's Local Government Briefings newsletter. The closing date for submissions is June 14<sup>th</sup>.

##### **Twin Oaks Tribune Newsletter**

- The inaugural edition of the revived newsletter was mailed to all homeowners and businesses on May 27<sup>th</sup>. We are currently waiting on an order of additional envelopes to send out the newsletters for the apartments.

##### **Twin Oaks Branded Clothing**

- The Board had previously discussed ordering some work attire with the City logo for staff. However, the vendor for these items requires a minimum order of 12. Therefore, it will be necessary to order shirts and pullovers for the Mayor and each member of the Board as well.

##### **Pickup Truck Order Status**

- The ongoing global and national supply chain issues are impacting the delivery date for the new Ford maintenance truck. The dealer is estimating it could take as long as 20 weeks for the vehicle to be delivered.

##### **Vacation Schedule**

- I will be out of the office on vacation from June 5<sup>th</sup> to June 12<sup>th</sup> and from June 26<sup>th</sup> to July 3<sup>rd</sup>.

## **Project Updates**

### **Golden Oak Landscaping**

- Harvey started work on the landscaping for the traffic circles on Golden Oak Court on Friday, May 28<sup>th</sup>.

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

- The County responded on May 28<sup>th</sup> with even more extensive comments on the permit for the berm. At this point, it seems likely that we will need to produce a full set of engineering plans to get the work approved. BFA will be contacting the County to discuss exactly what needs to be provided and will work on putting together the requested information.

### **Quinette Drive Streetlight**

- Per a request from the homeowner at 98 Quinette, the City has requested that Ameren install a dusk-to-dawn streetlight on an existing utility pole in the City's right-of-way on Quinette Drive.

## **MAYOR AND ALDERMAN COMMENTS**

Alderman Whitmore recommended that after hearing the findings from St. Louis County regarding the Big Bend and Meramec Station intersection, the City may want to look into repairing the entire road. He also recommended the City should look into any Grant money that may be available for such repairs.

Alderman Milne was pleased with the first issue of the Twin Oaks newsletter. She felt it had a lot of information in a concise format.

## **FINAL CITIZEN COMMENTS**

Jeff Graves inquired if it would be possible for residents of Twin Oaks to order the City apparel as well.

## **MOVE TO CLOSED SESSION**

Alderman Eisenhauer motioned to go into closed session at 9:02 p.m. to discuss matters pursuant to Section 610.021 (3), seconded by Alderman Milne. The motion passed by roll call vote as follows: Aldermen Eisenhauer-yea, Milne-yea, Whitmore-yea and Stoeckl-yea.

## **ADJOURNMENT**

The Board returned to regular session at 9:09 p.m. There being no further business, Alderman Milne motioned to adjourn the regular meeting at 9:10 p.m., seconded by



Alderman Eisenhower 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

**City of Twin Oaks  
Bills and Applied Payments  
May 30, 2021-June 11, 2021**

Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
11898		Pavilion reservation reimbursement		\$50.00	\$50.00	6/16/2021
11899		Community Room, alcohol deposit and supervision cost reimbursed		\$220.00	\$220.00	6/16/2021
11900		Park alcohol deposit refund		\$100.00	\$100.00	6/16/2021
11901		2nd quarter payment		\$1,500.00	\$1,500.00	6/16/2021
11902		Park alcohol deposit refund		\$100.00	\$100.00	6/16/2021
11903	6/7/2021	Adult membership-Eagelston		\$185.00	\$185.00	6/16/2021
11904	6/9/2021					
		Installation of footbridge off Crescent Road-install bridge supports and anchored to supports	5364	\$630.00		
		Installation of gabion rock and gravel at the ends of footbridge off Crescent Road; installation of mulch	5375	\$700.00	\$1,330.00	6/16/2021
11905	5/31/2021	Supp#4 for City codebook		\$4,381.57	\$4,381.57	6/16/2021
11906	5/31/2021					
		City lawn mowing service		\$3,767.58		
		Removal of rock and dirt from construction at 6 Golden Oak and installation of sod		\$1,195.00		
		Removal of sod and installation of plant and rock and mulch at 2 Golden Oak cul de sacs		\$2,500.00	\$7,462.58	6/16/2021
11907		Community Room alcohol deposit		\$100.00	\$100.00	6/16/2021
11908		Park alcohol deposit refund		\$100.00	\$100.00	6/16/2021
11909	5/21/2021	Monthly copy cost		\$121.81	\$121.81	6/16/2021
11910		Park alcohol deposit refund		\$100.00	\$100.00	6/16/2021
11911	6/10/2021	Sectional post binders-Minutes, ordinances	180603	\$555.95	\$555.95	6/16/2021
11912	6/2/2021	May contract cost for Police service	136535	\$11,472.92	\$11,472.92	6/16/2021
11913	5/30/2021	(4) apartment inspections		\$300.00	\$300.00	6/16/2021
11914	6/7/2021	Yearly maintenance and inspection of waterfall pump		\$2,108.00	\$2,108.00	6/16/2021
11915	5/31/2021					
		Review and revise code section re park reservation policies and procedures; revisions to park use policy; begin review and analyze ARPA guidance and permissible expenditures for cities; begin review of ARPA guidance; continue review and analyze ARPA guidance compared to Act and permissible expenditures; begin review, analyze and revise closed memorandum; review ARPA guidance; begin drafting analysis re same; review and revise park reservation application and Chapter 220; continue review and provide comment and questions on first draft of supplemental closed memorandum; conferences and correspondences re FAQ and details of permissible expenditures; continue review and analyze draft memorandum re analysis of guidance and permissible expenditures under the ARPA; finalize memorandum re same; continue drafting resolution approving sidewalk project; review and revise RFP for accounting consulting services; begin review and analyze Wayfair bill; review and provide comment on draft memorandum re same; review SBs 153 & 97 re Wayfair changes in taxation law; draft annual bond compliance report for 2017 COPs; continue review and analyze legislation and closed memo re same; continue review of bills passed and draft analysis re same; finalize Wayfair and other legislation memo; continue to review Wayfair and Sunshine changes in legislation; draft analysis re same; review newly released ARPA items (FAQ) and document from Missouri Budget Project; analyze same re cities eligible expenditures; finalize City-specific items for Wayfair	65807	\$3,591.00		
		Review items for Board worksession and meeting; review park regulations, condemnation authority, etc., in preparation for and attend Board Work Session and regular meeting; correspondence with F. Johnson re ROW acquisition companies; teleconference with F. Johnson re property spending account; teleconference with F. Johnson re property boundary issue; review Treasury Department interim rule and guidance on ARPA; teleconference with property owner at #3 Golden Oak Ct. re shed encroachment issue; teleconference with K. Dresner re Golden Oak shed; prepare for and attend Board of Aldermen meeting; teleconference with F. Johnson re requests for proposals; review code re procuring professional service; correspondence with F. Johnson re fireworks contract and 2021 show; teleconference with f. Johnson re signs; prepare for P&Z meeting; prepare for and attend P&Z meeting; review code and correspondence with F. Johnson re MoDOT property tall grass/weeds	65808	\$1,317.50	\$4,908.50	6/15/2021

Online	Enterprise Visa		Monthly charges May 1, 2021 to May 31, 2021		\$3,242.94	<b>\$3,242.94</b>	<b>6/15/2021</b>
AutoPay	Spire	5/24/2021	Monthly charge for 50 Crescent Ave		\$34.60	<b>\$34.60</b>	<b>6/8/2021</b>
AutoPay	MO-American Water Company	5/25/2021	Monthly charge for 1312 Big Bend Rd. Irrigation		\$44.09	<b>\$44.09</b>	<b>6/16/2021</b>
AutoPay	MO-American Water Company	6/2/2021	Monthly charge for 1 Twin Oaks Ct. Firepark		\$25.20	<b>\$25.20</b>	<b>6/24/2021</b>
AutoPay	Ameren Missouri	6/4/2021	Monthly charge for street lights		\$596.47	<b>\$596.47</b>	<b>6/25/2021</b>
AutoPay	Waste Management	5/26/2021	Monthly charge for City trash and recycle collection		\$3,996.10	<b>\$3,996.10</b>	<b>6/25/2021</b>
AutoPay	AT&T	6/6/2021	Monthly charge for City Hall		\$109.35	<b>\$109.35</b>	<b>6/27/2021</b>
AutoPay	AT&T	6/7/2021	Monthly charge for 50 Crescent Ave		\$85.22	<b>\$85.22</b>	<b>6/28/2021</b>
AutoPay	Metropolitan St. Louis Sewer District	6/7/2021	Monthly charge for City Hall		\$31.40	<b>\$31.40</b>	<b>6/28/2021</b>
			Alderman				
			Alderman				

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

<b>Date</b>	<b>Name</b>	<b>Memo/Description</b>	<b>Amount</b>
5/1/2021	Enterprise Visa	Rebate Credit	-11.85
5/2/2021	Inutuit	Monthly charge for QuickBooks	70.00
5/2/2021	J Bathe Electric Company	Repair of electric in Park	409.00
5/4/2021	Zoom	Monthly charge	14.99
5/4/2021	Petromart	Fuel for truck	75.00
5/5/2021	MOCCFOA	Membership renewal	25.00
5/6/2021	Fish Window Cleaning	Cleaning inside and outside of City Hall	244.00
5/11/2021	Greenscape Gardens	Flowers for Park	476.77
5/12/2021	Kirkwood Material Garden	Plants for City Hall	123.20
5/13/2021	1356 Public House	Gift card for resident	50.00
5/13/2021	Office Depot	Office supplies	136.27
5/16/2021	Greenscape Gardens	Flowers for Boly entrance	283.34
5/18/2021	Home Depot	Tools for Park	189.97
5/19/2021	Valley Park Elevator	Hardware	42.30
5/21/2021	Arch Engraving	Paper weight for Cindy Slama	58.00
5/21/2021	JoAnn Fabric	Gift card for Cindy Slama	75.00
5/21/2021	Valley Park Elevator	Potting mix	47.90
5/21/2021	Valley Park Elevator	Potting mix	19.99
5/21/2021	Petromart	Fuel for truck	62.50
# 5/23/2021	Adobe	Monthly charge	14.99
5/23/2021	1356 Public House	Gift cards for residents	100.00
5/23/2021	Jan's Hallmark	Greeting cards	14.10
5/26/2021	Office Depot	Copy paper	60.47
5/27/2021	Ballwin Vacuum	New vacuum for City Hall	499.00
5/27/2021	Fish Window Cleaning	Outside of City Hall	163.00
			3,242.94

**Account Summary**


Billing Cycle		05/31/2021
Days In Billing Cycle		31
Previous Balance		\$1,174.97
Purchases	+	\$3,254.79
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$11.85-
Payments	-	\$1,174.97-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00


**NEW BALANCE \$3,242.94**

**Credit Summary**

Total Credit Line	\$10,000.00
Available Credit Line	\$6,757.06
Available Cash	\$6,757.06
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

**Account Inquiries**

 Call us at: (844) 697-1178  
 Lost or Stolen Card: (866) 839-3485

 Write us at PO BOX 31535, TAMPA, FL 33631-3535

**Payment Summary**

NEW BALANCE	\$3,242.94
MINIMUM PAYMENT	\$82.00
PAYMENT DUE DATE	06/25/2021

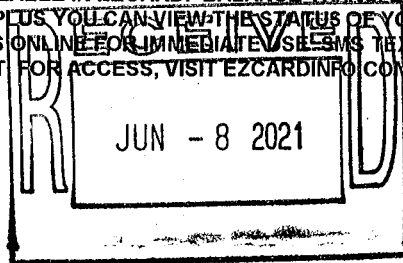
*NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.*

**Corporate Activity**

TOTAL CORPORATE ACTIVITY				\$1,174.97-
Trans Date	Post Date	Reference Number	Transaction Description	Amount
05/13	05/13	2321473	INTERNET PMT-THANK YOU	\$1,174.97-

**Important Information About Your Account**

CHECK OUT THE NEW FEATURES AVAILABLE IN EZCARD! BALANCE TRANSFER - COMPLETE YOUR BALANCE TRANSFER ONLINE! SIMPLE, SECURE AND FAST. PLUS YOU CAN VIEW THE STATUS OF YOUR REQUEST ONLINE CARD ACTIVATION - ACTIVATE NEW AND RE-ISSUED CARDS ONLINE FOR IMMEDIATE USE SMS TEXT ALERTS - A NEW DELIVERY METHOD TO RECEIVE UPDATES ON YOUR ACCOUNT FOR ACCESS, VISIT EZCARDINFO.COM TO REGISTER YOUR CARD



PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

ENTERPRISE BANK & TRUST  
 1281 N WARSON ROAD  
 SAINT LOUIS MO 63132-1805



**Account Number**  
 ##### 1750

Check box to indicate name/address change on back of this coupon

<b>Closing Date</b>	<b>New Balance</b>	<b>Total Minimum Payment Due</b>	<b>Payment Due Date</b>
05/31/21	\$3,242.94	\$82.00	06/25/21

AMOUNT OF PAYMENT ENCLOSED

\$

BL ACCT 00000877-10000000  
 CITY OF TWIN OAKS  
 1381 BIG BEND ROAD  
 ATTN FRANK JOHNSON  
 TWIN OAKS MO 63021



MAKE CHECK PAYABLE TO:



ENTERPRISE BANK & TRUST  
 PO BOX 6818  
 CAROL STREAM IL 60197-6818



BL ACCT 00000877-10000000  
 CITY OF TWIN OAKS  
 Account Number: ##### 1750  
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Cardholder Account Summary					
FEE ACCT 00000877-010000 ##### 1768		Payments & Other Credits \$11.85-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$11.85-
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
04/30	05/02		74142962104000000003700	REBATE CREDIT	\$11.85-

Cardholder Account Summary					
FRANK A JOHNSON ##### 1776		Payments & Other Credits \$0.00	Purchases & Other Charges \$84.99	Cash Advances \$0.00	Total Activity \$84.99
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/01	05/02	PBUS03	24692161121100148608750	INT*QuickBooks Online 800-446-8848 CA	\$70.00
05/03	05/04	PBUS03	24492151123637647262168	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$14.99

Cardholder Account Summary					
THERESA GONZALES ##### 1784		Payments & Other Credits \$0.00	Purchases & Other Charges \$940.83	Cash Advances \$0.00	Total Activity \$940.83
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/03	05/05	PBUS03	24207851124167602035425	MOCCFOA 314-4284321 MO	\$25.00
05/04	05/06	PBUS03	24498131125017039545120	FISH WINDOW CLEANING 636-530-7334 MO	\$244.00
05/11	05/13	PBUS03	24323041132182800033921	THIRTEENFIFTY SIX PUBLIC BALLWIN MO	\$50.00
05/11	05/13	PBUS03	24137461132500764177861	OFFICE DEPOT #3373 MANCHESTER MO	\$136.27
05/20	05/21	PBUS03	24755421140261402359321	ARCH ENGRAVING FENTON 314-9668800 MO	\$58.00
05/20	05/21	PBUS03	24072801140091003471038	JOANN STORES #2153 BALLWIN MO	\$75.00
05/21	05/23	PBUS03	24943001141700655936618	ADOBE ACROPRO SUBS 408-536-6000 CA	\$14.99
05/20	05/23	PBUS03	24323041141189100037642	THIRTEENFIFTY SIX PUBLIC BALLWIN MO	\$100.00
05/20	05/23	PBUS03	24412951141897175503718	JAN'S HALLMARK-BALLWIN BALLWIN MO	\$14.10
05/24	05/26	PBUS03	24137461145500713344732	OFFICE DEPOT #3373 MANCHESTER MO	\$60.47
05/27	05/30	PBUS03	24498131148017042341346	FISH WINDOW CLEANING 636-530-7334 MO	\$163.00

Cardholder Account Summary					
JOHN WILLIAMS ##### 1792		Payments & Other Credits \$0.00	Purchases & Other Charges \$2,228.97	Cash Advances \$0.00	Total Activity \$2,228.97
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
04/30	05/02	PBUS03	24412951121091573000014	J BATHE ELECTRIC CO 6364980613 MO	\$409.00
05/03	05/04	PBUS03	24015171123000376019919	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$75.00
05/10	05/11	PBUS03	24692161130100905685701	SQ *GREENSCAPE GARDENS Ballwin MO	\$476.77
05/11	05/12	PBUS03	24801971132400962000374	KIRKWOOD MATERIAL GARDEN BALLWIN MO	\$123.20
05/14	05/16	PBUS03	24692161134100799080254	SQ *GREENSCAPE GARDENS Ballwin MO	\$283.34
05/16	05/18	PBUS03	24943011137010209476680	THE HOME DEPOT #3004 BALLWIN MO	\$189.97
05/18	05/19	PBUS03	24323041138040600041185	VALLEY PARK ELEVATOR VALLEY PARK MO	\$42.30
05/20	05/21	PBUS03	24323041140046400042964	VALLEY PARK ELEVATOR VALLEY PARK MO	\$47.90
05/20	05/21	PBUS03	24323041140046400042972	VALLEY PARK ELEVATOR VALLEY PARK MO	\$19.99
05/20	05/21	PBUS03	24015171140002942002402	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$62.50
05/26	05/27	PBUS03	24492151146637616068193	SP * BALLWINVACUUM.COM WILDWOOD MO	\$499.00



**CITY OF  
TWIN OAKS, MISSOURI**

**MONTHLY OPERATING  
FINANCIAL STATEMENTS**

**AS OF AND FOR THE FIVE  
MONTHS ENDED MAY 31, 2021 AND  
MAY 31, 2020**

**CITY OF TWIN OAKS**  
**BALANCE SHEETS**  
**MAY 31, 2021 and 2020**

	<b>2021</b>	<b>2020</b>
<b>ASSETS</b>		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 37,885	\$ 56,669
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	10,487	10,477
9-112.1 Enterprise Bank- General Checking 5732	121,224	45,011
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	787,950	903,612
9-112.3 Enterprise Bank - Special Account 5765	59,826	59,796
9-112.4 Enterprise Bank - Debt Service Retirement 6108	141,702	-
9-122.2 CD Meramec Valley .5987 9/8/19	116,054	114,843
9-128 Escrow Deposits Payable	(5,000)	(10,000)
9-129 Accrued Interest	88	88
<b>Total Bank Accounts</b>	<b>1,270,452</b>	<b>1,180,731</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>\$ 1,533,060</b>	<b>\$ 1,480,346</b>
<b>LIABILITIES AND EQUITY</b>		
<b>LIABILITIES</b>		
Total Credit Cards	3,778	3,944
1-201 Accounts Payable - Cap Improve	5,341	9,540
2-201 Accounts Payable - Parks	5,174	7,386
2-240 Park Reservation Deposits	2,950	500
9-201 Accounts Payable - GF	14,605	10,673
9-233 LAGER Liability	(3,165)	642
9-239 Accrued Payroll	8,883	14,512
9-240 Community Room Deposits	1,040	480
9-281 Deferred property tax revenue-Annual Assesment	14,741	14,741
<b>TOTAL LIABILITIES</b>	<b>53,348</b>	<b>62,418</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	30,324	136,279
<b>TOTAL FUND BALANCE</b>	<b>1,479,712</b>	<b>1,417,928</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 1,533,060</b>	<b>\$ 1,480,346</b>



**CITY OF TWIN OAKS, MISSOURI**  
**STATEMENTS OF REVENUES AND EXPENDITURES, FUND BALANCE AND CHANGE IN FUND BALANCE**  
**FOR THE FIVE MONTHS ENDED MAY 31, 2021 AND MAY 31, 2020**

	MAY 31, 2021								MAY 31, 2020		
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE	
										FAV / (UNFAV)	
									Amount	%	
<b>REVENUES RECEIVED</b>											
Sales Taxes	\$ -	\$ 103,611	\$ -	\$ 112,951	\$ 214,137	\$ 430,699	\$ 975,200	44 %	\$ 485,776	\$ (55,077)	(11)%
Property Taxes	-	-	13,092	-	32,739	45,831	56,100	82 %	55,513	(9,682)	(17)%
Intergovernmental Taxes	-	-	4,052	-	7,867	11,919	24,100	49 %	9,438	2,482	26 %
Licenses, Permits & Fees	1,663	-	-	-	13,858	15,522	90,900	17 %	10,532	4,989	47 %
Miscellaneous Revenue	-	-	-	1,900	144	2,044	3,300	62 %	2,667	(624)	(23)%
Interest Income	21	-	-	-	750	771	2,700	29 %	1,458	(687)	(47)%
	1,685	103,611	17,144	114,851	269,495	506,786	1,152,300	44 %	565,385	(58,600)	(10)%
<b>EXPENDITURES PAID</b>											
Personnel Services	-	-	20,387	13,839	66,832	101,059	264,800	38 %	91,901	(9,157)	(10)%
Administrative	-	-	-	-	56,986	56,986	100,600	57 %	52,656	(4,331)	(8)%
Operating	20,943	-	36,463	19,678	34,624	111,707	242,900	46 %	101,151	(10,557)	(10)%
Contractual	-	-	-	-	33,591	33,591	89,200	38 %	30,587	(3,005)	(10)%
Police	-	-	-	-	57,365	57,365	131,700	44 %	55,462	(1,902)	(3)%
Lease	-	-	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	2,823	10,385	-	13,208	71,700	18 %	16,083	2,875	18 %
Debt Service	-	71,393	-	-	-	71,393	142,800	50 %	71,379	(14)	(0)%
Capital additions											
Stormwater	-	-	-	2,086	-	2,086	-	-	-	(2,086)	-
Other	-	-	19,549	9,516	-	29,065	140,000	21 %	9,887	(19,178)	(194)%
Total	20,943	71,393	79,222	55,505	249,399	476,461	1,183,700	40 %	429,106	(47,355)	(11)%
Excess (deficiency) of revenues over (under) expenditures	(19,258)	32,218	(62,078)	59,347	20,096	30,324	(31,400)	(97)%	136,279	(105,955)	(78)%
<b>OTHER SOURCES(USES) OF FUND</b>											
Transfers	-	(2,578)	62,078	(23,800)	(35,700)	-	-	-	-	-	-
<b>CHANGE IN FUND BALANCE</b>	(19,258)	29,640	0	35,547	(15,604)	30,324	(31,400)	(97)%	136,279	<u>\$ (105,955)</u>	(78)%
<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	\$ 46,269	\$ 479,085	\$ 24,118	\$ 334,510	\$ 447,189	\$ 1,331,170	\$ 1,269,446		<u>\$ 1,772,698</u>		
<b>CHANGE IN FUND BALANCE</b>											
Budget	3,200	(6,300)	(4,100)	55,500	(79,700)	(31,400)					
Actual Over/(Under) Budget	#####	\$ 35,940	\$ 4,100	\$ (19,953)	\$ 64,096	\$ 61,724					

**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	<b>65,527</b>	<b>449,445</b>	<b>24,118</b>	<b>298,963</b>	<b>462,793</b>	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 - MAY 31, 2021						
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 103,611	\$ -	\$ 112,951	\$ 214,137	\$ 430,699
Property Taxes	-	-	13,092	-	32,739	45,831
Intergovernmental Taxes	-	-	4,052	-	7,867	11,919
Licenses, Permits & Fees	1,663	-	-	-	13,858	15,522
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	1,900	144	2,044
Interest Income	21	-	-	-	750	771
	1,685	103,611	17,144	114,851	269,495	506,786
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	20,387	13,839	66,832	101,059
Administrative	-	-	-	-	56,986	56,986
Operating	20,943	-	36,463	19,678	34,624	111,707
Contractual	-	-	-	-	33,591	33,591
Police	-	-	-	-	57,365	57,365
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	2,823	10,385	-	13,208
Debt Service	-	71,393	-	-	-	71,393
Capital additions						
Stormwater	-	-	-	2,086	-	2,086
Other	-	-	19,549	9,516	-	29,065
Total	20,943	71,393	79,222	55,505	249,399	476,461
Excess (deficiency) of revenues over (under) expenditures	(19,258)	32,218	(62,078)	59,347	20,096	30,324
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	-	-	-	-	-
<b>CHANGE IN FUND BALANCE</b>	(19,258)	32,218	(62,078)	59,347	20,096	30,324
<b>FUND BALANCE -</b>						
Beginning of Year	65,527	449,445	24,118	298,963	462,793	1,300,846
End of Period	\$ 46,269	\$ 481,663	\$ (37,960)	\$ 358,310	\$ 482,889	\$ 1,331,170
<b>CHANGE IN FUND BALANCE</b>						
Budget	3,200	(6,300)	(4,100)	55,500	(79,700)	(31,400)
Actual Over/(Under) Budget	(22,458)	38,518	(57,978)	3,847	99,796	61,724

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

ACTUAL - MAY 31, 2020						
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 112,523	\$ -	\$ 132,380	\$ 240,874	\$ 485,776
Property Taxes	-	-	17,783	-	37,730	55,513
Intergovernmental Taxes	-	-	4,184	-	5,254	9,438
Licenses, Permits & Fees	1,591	-	-	-	8,941	10,532
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	2,667	2,667
Interest Income	184	-	-	-	1,275	1,458
	1,775	112,523	21,967	132,380	296,742	565,385
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	18,372	12,226	61,303	91,901
Administrative	-	-	-	-	52,656	52,656
Operating	-	-	34,165	38,804	28,182	101,151
Contractual	-	-	-	-	30,587	30,587
Police	-	-	-	-	55,462	55,462
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	7,698	8,385	-	16,083
Debt Service	-	71,379	-	-	-	71,379
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	6,472	3,415	-	9,887
Total	-	71,379	66,707	62,831	228,190	429,106
Excess (deficiency) of revenues over (under) expenditures	1,775	41,144	(44,740)	69,549	68,552	136,279
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	(145,166)	287,953	(85,672)	(57,115)	-
<b>CHANGE IN FUND BALANCE</b>	1,775	(104,022)	243,213	(16,123)	11,437	136,279
<b>FUND BALANCE -</b>						
Beginning of Year	61,151	503,433	-	509,480	562,355	1,636,419
End of Period	\$ 62,926	\$ 399,411	\$ 243,213	\$ 493,357	\$ 573,792	\$ 1,772,698
<b>CHANGE IN FUND BALANCE</b>						
Budget						
Actual Over/(Under) Budget						

**AN ORDINANCE CREATING THE POSITION OF CITY  
CLERK/ADMINISTRATOR AND APPOINTING  
FRANK JOHNSON TO THE POSITION**

---

**WHEREAS**, the Board of Aldermen believes that the administration of the City of Twin Oak's business will be assisted by creating a position to expand the City Clerk position to include more executive and administrative roles with more authority to conduct the City's day-to-day functions; and

**WHEREAS**, the Board of Aldermen has determined that because the current City Clerk job duties are generally more aligned with the duties of a city manager or administrator, creating the office of City Clerk/Administrator position for the City of Twin Oaks is in the best interest of the citizens in terms of efficiency and experience in performing and supervising the City's daily administration.

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

**Section 1.** The Board of Aldermen does hereby create the office of City Administrator. To that end, Article II "City Clerk", Section 115.090 "City Clerk — Appointment, Duties, Qualifications, Compensation, Term" is hereby repealed and in its place a new Article II "City Clerk/Administrator," Section 115.090 "City Clerk/Administrator — Appointment, Duties, Qualifications, Compensation, Term" is adopted, to read as follows:

**Section 115.090 City Clerk/Administrator**

Pursuant to the authority granted by Section 79.230 and Section 79.320 of the Revised Statutes of Missouri, the office of City Clerk/Administrator is hereby established and shall be subject to the following requirements:

- A. *Appointment:* The City Clerk/Administrator shall be appointed by the Mayor with the advice and consent employed by the Board of Aldermen, with the approval of the Mayor, and the appointment may be for an indefinite term of office. The City Clerk/Administrator shall serve at the pleasure of the Board of Aldermen. Anytime in this Municipal Code the term "City Clerk" is used it shall mean the "City Clerk/Administrator."
- B. *Qualifications:* The City Clerk/Administrator shall have either experience or education in administration of municipal government, or a combination of education and experience. Before entering upon the duties of the Office, the City Clerk/Administrator shall take an oath or affirmation before some person authorized to administer oath, that he or she possesses all the qualifications prescribed by law for the Office, that he or she will support the Constitution of the United States and of the State, that he or she will uphold the provisions of all laws of the State and the Ordinances of the City, and that he or she will faithfully demean himself or herself while in office.

C. *Duties:*

1. The City Clerk/Administrator shall be a full-time position and shall be performed during the hours set by the Mayor with the consent of the Board of Aldermen. The City Administrator position shall be the administrative assistant to the Mayor and, subject to the direction and supervision of the Mayor, shall, with the Mayor, have general control over the administration and management of the City's business, officers and employees of the City. The City Clerk/Administrator shall be responsible for the tasks set forth in the job description developed by the Board of Aldermen (attached as **Exhibit A** and incorporated by reference) and such other duties as may be required by the Board of Aldermen from time to time. The City Clerk/Administrator shall answer to the Mayor and Board of Aldermen in all circumstances.
2. The City Clerk/Administrator also shall have and perform all of the powers, rights and duties assigned by law to the office of City Clerk, including, but not limited to, having charge and custody of the seal, ordinances and other records, papers and documents entrusted to his or her care and keeping by the Board of Aldermen; attending to such correspondence as may be required and shall keep the journal of the proceedings of the Board of Aldermen, entering therein the "yeas" and "nays" of the members of each bill presented for passage as an ordinance; attesting each ordinance passed by subscribing his or her name on the face thereof; safely and properly keeping all the records and papers belonging to the City which may be entrusted to his or her care; being the general accountant of the City; being empowered to administer official oaths and oaths to persons certifying to demands or claims against the City, and performing all such other duties as may be prescribed by law or ordinance or as directed by the Board of Aldermen.
3. Nothing herein shall preclude the appointment of a Deputy City Clerk by the Board.

D. *Compensation:* The City Clerk/Administrator shall receive such compensation as set by ordinance by the Board of Aldermen and which may be adjusted from time to time by the budget ordinance or other ordinance.

E. *Term; Removal:* The office of City Clerk/Administrator shall have an indefinite term and continued service shall be at the pleasure of the Board of Aldermen and subject to removal in accordance with Section 115.030 of the Municipal Code.

**Section 2.** The Mayor, with the consent of the Board of Aldermen, hereby appoints Frank Johnson to the position of City Clerk/Administrator with his compensation set at \$61,698.08 upon final approval of this Ordinance.

**Section 3.** 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 16<sup>th</sup> DAY OF JUNE 2021.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk/Administrator

**Exhibit A**  
**Job Description**

**Position Title:** City Clerk/Administrator  
**Supervisor:** Mayor  
**Type of Position:** Management

*General:*

The City Clerk/Administrator serves for an indefinite term and is appointed and may be removed by a majority vote of the Board. The City Clerk/Administrator is responsible for formulating and carrying out policy for the Board of Aldermen as well as overseeing all departments and employees of the City subject to the limitations defined in the Twin Oaks Municipal Code and the Revised Statutes of Missouri. The City Clerk/Administrator shall be accountable to the Mayor and Board pursuant to the statutes of the State of Missouri, the Municipal Code of Twin Oaks and the Resolutions, motions and directives of the Board of Aldermen.

*Necessary Skills, Knowledge and Abilities:*

- Knowledge and experience regarding municipal government operations.
- Knowledge and experience regarding municipal government financial management.
- Knowledge and experience regarding the management of the physical facilities of the City.
- Ability to effectively communicate orally and in writing.
- Ability to establish and maintain an effective and respectful working relationship with officials, employees, consultants, contractors, businesses, residents and the public.
- Knowledge and experience submitting, obtaining and managing grants.
- Skill in planning, directing and administering municipal programs and services.

*License and Experience:*

- Valid Missouri Driver's license.
- Experience or education in administration of municipalities, or equivalent combination of education and experience.
- Must be bondable as required by the City.

**GENERAL DUTIES**

- All duties set forth in Section 115.090 of the Twin Oaks Municipal Code
- To have charge and custody of the City Seal, ordinances and other records, papers and documents entrusted to his/her care and keeping by the Board of Aldermen.
- Carry out directives of the Board and promptly report any difficulties encountered;
- Subject to direction of the Mayor, be responsible for the administration of all day-to-day operations of Twin Oaks.
- Act as the Custodian of Records for the City per §115.090 of the Twin Oaks Code and the Missouri Sunshine Law.



- Promote the economic well-being and growth of Twin Oaks through public and private sector cooperation.
- Recommend and enforce standards, policies, and procedures for the most efficient management of employees and resources.
- Attend Board and commission/board meetings, except as directed by the Mayor, and provide information on appropriate agenda items; prepare and maintain minutes of all public meetings.
- Keep informed concerning current Federal, State and County legislation and administrative rules affecting the City and submit appropriate reports and recommendations thereon to the Board.
- Identify current county, state, federal and private funding sources and as certain eligibility for such funding; assist the Board in obtaining these funds.
- Represent the City in matters involving legislation and intergovernmental affairs as authorized and directed by the Board.
- Act as public information officer for Twin Oaks with responsibility for assuring that the news media are properly informed about operations, and that all open records and meeting laws per Chapter 610 RSMo. (“Sunshine Law”) are followed.
- Act as a liaison between the residents of Twin Oaks and the Board; receive suggestions; hear and investigate complaints in relation to all City matters.
- Maintain a recurring events calendar ensuring that all franchises, permits, privileges and contracts of the City are faithfully observed and/or renewed.
- Attend conferences and meetings to keep abreast of current trends in municipal government; represent the City in a variety of local, county, and other meetings.
- Attend City events throughout the year.
- Perform such other duties as may be assigned by the Board.

#### RESPONSIBILITIES TO THE CITY BOARD

- Ensure that required supporting materials are provided for all functions.
- Conduct annual reviews of Ordinances and Policies for potential updates or improvements and recommend action for same to Board.
- Ensure the preparation of Ordinances and Resolutions as requested.
- Keep the Board regularly informed about the activities of the City office by oral or written report at regular or special meetings of the Board.

#### PERSONNEL

- Be responsible for the administrative direction and coordination of all employees of Twin Oaks.
- Conduct annual written evaluations of all employees.
- Inform Mayor and Board of issues relating to possible need for appointment, promotion, suspension or termination of employees.

#### BUSINESS FUNCTIONS

- Serve as Budget Officer per §130.030 of the Twin Oaks Code-Prepare draft budgets, coordinate and compile the draft budget for consideration by the Board.
- Be responsible for preparation, posting and publishing of all official notices required of the annual budget and budget proceedings in accordance with State statutes.
- Report to the Board on current fiscal position of the City as directed.
- Administer the budget and recommend such budget control procedures as may be necessary and/or appropriate.
- Oversee expenditures and purchases and ensure compliance with purchasing policies.
- Maintain a continuing review and analysis of budget operations, work practices and costs of municipal services.
- Ensure compliance with statutory competitive bid, prevailing wage, and contracting requirements.
- Coordinate and perform functions, including, but not limited to:
  - Management of financial functions
  - Maintenance of ledgers and accounting processes
  - Cash management
  - Payroll and accounts payable
  - Securing of annual audits & financial reports by authorized Certified Public Accountants
  - Safe-keeping of securities and valuable papers
  - Collection and deposit with authorized depositories of all revenues
  - Review and maintenance of authorized fidelity bonds and insurance
  - Distribute monthly Profit and Loss and Balance Sheets

#### PLANNING, DEVELOPMENT, AND ZONING

- Maintain familiarity with current State statutes, Twin Oaks ordinances and decisions regarding zoning and land division.
- Act as Zoning Enforcement Authority for the City.
- Coordinate preliminary discussion with persons proposing development plans including rezoning, land development and site development. Advise such persons regarding amendments to proposals that may be necessary to meet the needs of the community and comply with Twin Oaks Ordinances.
- Coordinate with City Attorney and Aldermen as required to identify proposed projects on the long-term health, safety, convenience, economic welfare and general welfare of the community.
- Coordinate with City Attorney and Aldermen on a continuing basis over the course of project preparation to ensure the guidance from the Planning & Zoning Commission and Board is effectively incorporated into proposed projects.
- Schedule and attend Board of Adjustment meetings.

**AN ORDINANCE APPROVING AMENDMENTS TO MUNICIPAL  
CODE CHAPTER 610, REGULATIONS PERTAINING TO PEDDLING,  
SOLICITING AND CANVASSING.**

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

**Section 1:** Chapter 610 of the Twin Oaks Code pertaining to Peddling, Soliciting and Canvassing, is hereby amended by repealing Chapter 610 in its entirety and adopting a new Chapter 610 to read as follows:

**Chapter 610 Peddling, Soliciting and Canvassing**

**Section 610.010 Definitions.**

The following words, terms and phrases and their derivations used in this Chapter shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

**CANVASSER**

Any person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause; or
2. Distributing a handbill or flyer advertising a non-commercial event or service.

**CHARITABLE**

Includes the words patriotic, philanthropic, social service, health, welfare, benevolent, educations, civic, cultural or fraternal, either actual or purported.

**PEDDLER**

Any person who goes upon the premises of any private residence in the City, not having been invited by the occupant thereof, carrying or transporting goods, wares, merchandise or personal property of any nature and offering the same for sale. This definition also includes any person who solicits orders and as a separate transaction makes deliveries to purchasers as part of the scheme to evade the provisions of this Chapter. Peddler does not include a person who distributes handbills or flyers for a commercial purpose advertising an event, activity, good or service that is offered to a resident for purchase at a location away from his/her residence or at a time different from the time of visit.

**PEDDLING**

Includes all activities ordinarily performed by a peddler as indicated in the definition of

"peddler."

**SOLICITATION; SOLICITING**

Includes all activities ordinarily performed by a solicitor as indicated in the definitions of commercial solicitor or non-commercial solicitor.

**SOLICITOR, COMMERCIAL**

Any person who goes upon the premises of any private resident in the City, not having been invited by the occupant thereof, for the purpose of taking or attempting to take orders for the sale of goods, merchandise, wares or other personal property of any nature for future delivery or for services to be performed in the future.

**SOLICITOR, NON-COMMERCIAL**

Any person who goes upon the premises of any private resident in the City, not having been invited by the occupant thereof, for the purpose of requesting contribution of funds or anything of value or sell goods or services for political, charitable, religious or other non-commercial purposes.

**Section 610.020 Peddlers/Commercial Solicitors Permit Required.**

- A. It shall be unlawful for any person eighteen (18) years of age or older to engage in peddling or commercial solicitation activities within the City of Twin Oaks without first obtaining a permit issued by the City Clerk.
- B. No permit is required for canvassing and non-commercial solicitation.

**Section 610.030 Peddlers/Commercial Solicitors Permit Application.**

- A. *Permit.* Every person subject to the provisions of this Chapter shall, prior undertaking peddler/commercial solicitation activities, file with the City an application in writing on a form to be furnished by the City, which shall provide the following information:
  - 1. Proof of age, address and identification of the applicant to be provided through the applicant's driver's license, articles of incorporation (for sponsors) or other legally recognized form of identification;
  - 2. A brief description of the business or activity to be conducted;
  - 3. The hours, location and length of time for which the right to peddle or solicit is desired;
  - 4. If employed, the name, address and telephone number of the employer; or if acting as an agent, the name, address and telephone number of the principal who is being represented, with credentials in written form establishing the relationship and the

authority of the employee or agent to act for the employer or principal, as the same may be;

5. A statement as to whether or not the applicant has been convicted of a felony, misdemeanor or ordinance violation (other than traffic violations), the nature of the offense or violation, the penalty or punishment imposed, the date when and place where such offense occurred and other pertinent details thereof;
6. Proof of possession of any license or permit which, under Federal, State or local laws or regulations, the applicant is required to have in order to conduct the proposed business, or which, under any such law or regulation, would exempt the applicant from the licensing requirement of this Chapter.

B. *Fees.* At the time the application is filed with the City, the applicant shall pay a \$5.00 fee to cover the cost to the City of processing the application and investigating the facts stated therein.

C. *Application Review and Permit Issuance.*

1. Upon receipt of an application, the City Clerk or authorized representative shall review the application as deemed necessary to ensure the protection of the public health, safety and general welfare.
2. If the City finds the application to be satisfactory, the City Clerk shall endorse approval on the application and shall, upon receipt of the prescribed fee, issue the required permit to the applicant.
3. The permit shall show the permittee's name and address, the class of permit issued, the kind of goods or services to be sold or delivered, the date of issuance and the length of time that the permit shall be in effect. The permit shall also show the permit number and identifying description of any vehicle to be used in carrying on the business for which the permit is issued.

Section 610.040 **Reserved.**

Section 610.050 **Reserved.**

Section 610.060 **Denial of Peddlers/Commercial Solicitors Permit.**

A. Upon the City's review of the application, the City Clerk may refuse to issue a permit to the applicant under this Chapter for any of the following reasons:

1. The location and time of solicitation or peddling would endanger the safety and welfare of the solicitors, peddlers or their customers;

2. An investigation reveals that the applicant falsified information on the application;
3. The applicant has pleaded guilty or nolo contendere to, or been convicted of, violating any of the provisions of Section 566.032, RSMo., statutory rape and attempt to commit; or Section 566.067, RSMo., child molestation, first degree; or Section 566.068, RSMo., child molestation, second degree; or Section 566.083, RSMo., sexual misconduct involving a child; or Section 566.086, RSMo., sexual contact with a student while on public school property; or Section 566.151, RSMo., enticement of a child; or Section 566.212, RSMo., sexual trafficking of a child; or Section 566.213, RSMo., sexual trafficking of a child under age twelve; or Subsection 2 of Section 568.020, RSMo., incest; or Section 568.045, RSMo., endangering the welfare of a child in the first degree; or Subsection 2 of Section 568.080, RSMo., use of a child in a sexual performance; or Section 568.090, RSMo., promoting a sexual performance by a child; or Section 573.023, RSMo., sexual exploitation of a minor; or Section 573.025, RSMo., promoting child pornography; or Section 573.035, RSMo., promoting child pornography in the second degree; or Section 573.037, RSMo., possession of child pornography; or Section 573.040, RSMo., furnishing pornographic material to minors;
4. The applicant is a person against whom a judgment based upon, or conviction for, fraud, deceit or misrepresentation has been entered;
5. There is no proof as to the authority of the applicant to serve as an agent to the principal; or
6. The applicant has been denied a permit under this Chapter within the immediate past year, unless the applicant can and does show to the satisfaction of the City that the reasons for such earlier denial no longer exist.

B. The City Clerk's disapproval and the reasons for disapproval shall be noted on the application, and the applicant shall be notified that his or her application is disapproved and that no permit will be issued. Notice shall be mailed to the applicant at the address shown on the application form or at the applicant's last known address.

**Section 610.070 Permit Expiration.**

All peddler/commercial solicitation permits issued under the provisions of this Chapter shall expire two (2) weeks from the date of issuance unless an earlier expiration date is noted on the permit.

**Section 610.080 Permit Exhibition.**

Every person required to obtain a peddler/commercial solicitation permit under the provisions of this Chapter shall exhibit the permit at all times in plain sight for residents and/or City employees

to see.

**Section 610.090 Transfer Prohibited.**

It shall be unlawful for any person other than the permittee to use any peddler/commercial solicitation permit issued under the provisions of this Chapter.

**Section 610.100 Hours and other Regulations.**

- A. To the extent permitted by applicable law, no person, while peddling, soliciting, or canvassing, whether licensed or unlicensed, shall enter upon any private property, knock on doors, or otherwise disturb persons in their residences between the hours of 8:00 P.M. and 9:00 A.M. Sunday through Saturday.
- B. No peddler, solicitor or canvasser shall:
  - 1. Enter upon any private property where the property has clearly posted a sign or decal indicating a prohibition against solicitation, canvassing and/or transient merchant activities. Such sign or decal need not exceed one (1) square foot in size and may contain words such as "No Soliciting" or "No Solicitors"; and
  - 2. Remain upon any private property where a notice in the form of a sign or decal, which contains the words "No Soliciting" or "No Solicitors", is placed upon any door or entranceway leading into the residence or dwelling through which guests would normally enter, and is visible; and
  - 3. Use or attempt to use any entrance other than the front or main entrance to the dwelling, including any designated path to that front door. If the residence or dwelling does not have a front entrance or it is obvious that the front entrance is not used, he/she shall use such entrance as is most obviously used as a guest entrance, but he/she shall not go from door to door in the residence in an attempt to avoid a "No Solicitation" or "No Solicitors" sign or decal nor travel across the grass, garden or yard area of a dwelling; and
  - 4. Remove any yard sign, door or entrance sign or decal that gives notice to such person that the resident or occupant does not invite visitors; and
  - 5. Misrepresent or make false, deceptive, or misleading statements concerning the quality, quantity or character of any service or goods offered for sale, the purpose of his/her visit, his/her identity, or the identity of the organization he/she represents.
- C. In addition to the other regulations contained herein, a peddler, solicitor or canvasser leaving handbills or flyers about the community shall observe the following regulations:
  - 1. No handbill or flyer shall be left at or attached to any sign, utility pole, transit shelter or other structure within the public right-of-way. The City may remove any handbill or

flyer found within the right-of-way; and

2. No handbill or flyer shall be left at or attached to any privately owned property in a manner that causes damage to such privately owned property; and
  3. No handbill or flyer shall be left at or attached to any property having a "No Solicitation" or "No Solicitor" sign or decal of the type described in Subsection (A) above.
- D. The prohibitions contained in Subsection (B)(1 - 3) and (C)(1 - 2) of this Section shall not apply when a peddler, solicitor or canvasser has the express invitation from the resident or occupant of a dwelling allowing him/her to enter upon any property whether posted or not.
- F. The prohibitions in this Section shall also not apply when a peddler, solicitor or canvasser wishes to place an ad in any newspaper of general circulation in the City.

**Section 610.110 Permit Revocation.**

- A. Any permit issued under this Chapter may be revoked or suspended by the City Clerk, after notice and hearing, for any of the following reasons:
1. Fraud, misrepresentation or false statement contained in the application for a permit;
  2. Fraud, misrepresentation or false statement made by the permittee in the course of conducting commercial solicitation or peddling activities;
  3. Conducting peddling or commercial solicitation activities contrary to the provisions contained in the permit or this Chapter;
  4. Conviction for any crime listed in Section 610.060A.3 above; or
  5. Conducting peddling or commercial solicitation activities in such a manner as to create a public nuisance, constitute a breach of the peace or endanger the health, safety or general welfare of the public.

**Section 610.120 Notice and Hearing.**

Notice of a hearing for revocation of a permit issued under this Chapter shall be provided in writing and shall set forth specifically the grounds for the proposed revocation and the time and place of the hearing. Notice shall be mailed, postage prepaid, to the permittee at the address shown on the permit application or at the last known address of the permittee.

**Section 610.130 Appeals.**

- A. Any person aggrieved by the action or decision of the City Clerk to deny, suspend or revoke a permit applied for under the provisions of this Chapter shall have the right to appeal such



action or decision to the Board of Aldermen within fifteen (15) days after the notice of the action or decision has been mailed to the person's address as shown on the permit application form or to his or her last known address.

- B. An appeal shall be taken by filing with the City Clerk a written statement setting forth the grounds for the appeal.
- C. The City Clerk shall transmit the written statement to the Board of Aldermen within ten (10) days of its receipt and the Board of Aldermen shall set a time and place for a hearing on the appeal.
- D. A hearing shall be set not later than twenty (20) days from the date of receipt of the appellant's written statement.
- E. Notice of the time and place of the hearing shall be given to the appellant in the same manner as provided for the mailing of notice of action or decision.
- F. The decision of the Board of Aldermen on the appeal shall be final and binding on all parties concerned.

**Section 610.140 Claims of Exemption.**

Any person claiming to be legally exempt from the regulations set forth in this Chapter, or from the payment of a permit fee, shall cite to the City Clerk the Statute or other legal authority under which exemption is claimed and shall present to the City Clerk proof of qualification for such exemption.

**Section 610.150 Violations and Penalties.**

- A. Violation of any of the provisions of this Chapter shall be treated as an infraction and shall, upon conviction, be punishable by a fine of not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) or by imprisonment not to exceed ninety (90) days or by both such fine and imprisonment.
- B. In addition to any enforcement in municipal court, the City or any individual may pursue any available civil remedies deemed appropriate and necessary.

**Section 610.160 Sale of Goods or Services Prohibited In Public Rights-of-Way.**

Notwithstanding the other terms and conditions of this Chapter of the City of Twin Oaks, the sale of goods and services for profit within the rights-of-way is prohibited.

**Section 610.170 Severability.**

The provisions of this Chapter are declared to be severable. If any Section, sentence, clause, or phrase of the Chapter shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining Sections, sentences, clauses, and phrases of this Chapter, but they shall remain in effect; it being the legislative intent that this Chapter shall remain in effect notwithstanding the validity of any part.

*\*Delete Attachment 1 (“Exhibit 1”)*

**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 16<sup>th</sup> DAY OF JUNE 2021.

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Russ Fortune, Mayor

Attest:

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Frank Johnson, City Clerk

## **Chapter 610 Peddling, Soliciting and Canvassing**

### **Section 610.010 Definitions.**

The following words, terms and phrases and their derivations used in this Chapter shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

#### **CANVASSER**

Any person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause; or
2. Distributing a handbill or flyer advertising a non-commercial event or service.

#### **CHARITABLE**

Includes the words patriotic, philanthropic, social service, health, welfare, benevolent, educations, civic, cultural or fraternal, either actual or purported.

#### ~~**CONTRIBUTIONS**~~

~~Includes the words alms, money, subscription, property or any donations under the guise of a loan or money or property.~~

#### **PEDDLER**

Any person who goes upon the premises of any private residence in the City, not having been invited by the occupant thereof, carrying or transporting goods, wares, merchandise or personal property of any nature and offering the same for sale. This definition also includes any person who solicits orders and as a separate transaction makes deliveries to purchasers as part of the scheme to evade the provisions of this Chapter. Peddler does not include a person who distributes handbills or flyers for a commercial purpose advertising an event, activity, good or service that is offered to a resident for purchase at a location away from his/her residence or at a time different from the time of visit.

#### **PEDDLING**

Includes all activities ordinarily performed by a peddler as indicated in the definition of "peddler."

## **SOLICITATION; SOLICITING**

Includes all activities ordinarily performed by a solicitor as indicated in the ~~definition~~definitions of "commercial solicitor;" or non-commercial solicitor.

## **SOLICITOR, COMMERCIAL**

Any person who goes upon the premises of any private resident in the City, not having been invited by the occupant thereof, for the purpose of taking or attempting to take orders for the sale of goods, merchandise, wares or other personal property of any nature for future delivery or for services to be performed in the future. ~~This definition also includes any~~

## **SOLICITOR, NON-COMMERCIAL**

Any person who, without invitation, goes upon the premises of any private property to request~~resident in the City, not having been invited by the occupant thereof, for the purpose of requesting~~ contribution of funds or anything of value or sell goods or services for political, charitable, religious or other non-commercial purposes.

## **Section 610.020 Peddlers/Commercial Solicitors Permit Requirements And Exemptions Required.**

A. A.—It shall be unlawful for any person eighteen (18) years of age or older to engage in peddling or commercial solicitation activities within the City of Twin Oaks without first obtaining a permit issued by the City Clerk; ~~provided, however, that the following are exempted from the provisions of this Section:.~~

- ~~1. Any solicitation made upon premises owned or occupied by an organization upon whose behalf the solicitation is made;~~
- ~~2. Any communication by an organization soliciting contributions solely from persons who are members of the organization at the time of such solicitation;~~
- ~~3. Any solicitation in the form of a collection at a regular meeting, assembly or service of a charitable person;~~
- ~~4. Any solicitation for the relief of any individual specified by name at the time of the solicitation where the solicitor represents in each case that the entire amount collected shall be turned over to the named beneficiary; or~~
- ~~5. A "canvasser" as defined in Section **610.010**.~~

B. No permit is required for canvassing and non-commercial solicitation.

Section 610.030 Peddlers/Commercial Solicitors Permit Application.

- 
- A. Permit. Every person subject to the provisions of this Chapter shall, prior undertaking peddler/commercial solicitation activities, file with the City an application in writing on a form to be furnished by the City, which shall provide the following information:
1. Proof of age, address and identification of the applicant to be provided through the applicant's driver's license, articles of incorporation (for sponsors) or other legally recognized form of identification;
  2. A brief description of the business or activity to be conducted;
  3. The hours, location and length of time for which the right to peddle or solicit is desired;
  4. If employed, the name, address and telephone number of the employer; or if acting as an agent, the name, address and telephone number of the principal who is being represented, with credentials in written form establishing the relationship and the authority of the employee or agent to act for the employer or principal, as the same may be;
  5. A statement as to whether or not the applicant has been convicted of a felony, misdemeanor or ordinance violation (other than traffic violations), the nature of the offense or violation, the penalty or punishment imposed, the date when and place where such offense occurred and other pertinent details thereof;
  6. Proof of possession of any license or permit which, under Federal, State or local laws or regulations, the applicant is required to have in order to conduct the proposed business, or which, under any such law or regulation, would exempt the applicant from the licensing requirement of this Chapter.

Section 610.040-B. Fees.

At the time the application is filed with the City, the applicant shall pay a \$5.00 fee to cover the cost to the City of processing the application and investigating the facts stated therein. ~~The permit fee shall be five dollars (\$5.00) for each solicitor or peddler, which fee shall be waived for religious, political, community or non-profit organizations.~~

C.

~~Section 610.050~~ Application Review And Permit Issuance.

~~A.1.~~ Upon receipt of an application, the City Clerk or authorized representative shall review the application as deemed necessary to ensure the protection of the public health, safety and general welfare.

~~B2.~~ If the City finds the application to be satisfactory, the City Clerk shall endorse approval on the application and shall, upon receipt of the prescribed fee, issue the required permit to the applicant.

~~C3.~~ The permit shall show the permittee's name and address, the class of permit issued, the kind of goods or services to be sold or delivered, the date of issuance and the length of time that the permit shall be in effect. The permit shall also show the permit number and identifying description of any vehicle to be used in carrying on the business for which the permit is issued.

Section 610.040 Reserved.

Section 610.050 D. — A record of all permits issued shall be maintained by the City for a period of two (2) years. Reserved.

Section 610.060 ~~Denial Of~~ Denial of Peddlers/Commercial Solicitors Permit.-

A. Upon the City's review of the application, the City Clerk may refuse to issue a permit to the applicant under this Chapter for any of the following reasons:

1. The location and time of solicitation or peddling would endanger the safety and welfare of the solicitors, peddlers or their customers;

2. An investigation reveals that the applicant falsified information on the application;

~~3. The applicant has been convicted of a previous felony, misdemeanor or ordinance violation involving a sex offense, trafficking in controlled substances or any violent acts against persons or property;~~ 3. The applicant has pleaded guilty or nolo contendere to, or been convicted of, violating any of the provisions of Section 566.032, RSMo., statutory rape and attempt to commit; or Section 566.067, RSMo., child molestation, first degree; or Section 566.068, RSMo., child molestation, second degree; or Section 566.083, RSMo., sexual misconduct involving a child; or Section 566.086, RSMo., sexual contact with a student while on public school property; or Section 566.151, RSMo., enticement of a child; or Section 566.212, RSMo., sexual trafficking of a child; or Section 566.213, RSMo., sexual trafficking of a child under age twelve; or Subsection 2 of Section 568.020, RSMo., incest; or Section 568.045, RSMo.,

endangering the welfare of a child in the first degree; or Subsection 2 of Section 568.080, RSMo., use of a child in a sexual performance; or Section 568.090, RSMo., promoting a sexual performance by a child; or Section 573.023, RSMo., sexual exploitation of a minor; or Section 573.025, RSMo., promoting child pornography; or Section 573.035, RSMo., promoting child pornography in the second degree; or Section 573.037, RSMo., possession of child pornography; or Section 573.040, RSMo., furnishing pornographic material to minors;

4. The applicant is a person against whom a judgment based upon, or conviction for, fraud, deceit or misrepresentation has been entered;
5. There is no proof as to the authority of the applicant to serve as an agent to the principal; or
6. The applicant has been denied a permit under this Chapter within the immediate past year, unless the applicant can and does show to the satisfaction of the City that the reasons for such earlier denial no longer exist.

B. The City Clerk's disapproval and the reasons for disapproval shall be noted on the application, and the applicant shall be notified that his or her application is disapproved and that no permit will be issued. Notice shall be mailed to the applicant at the address shown on the application form or at the applicant's last known address.

#### **Section 610.070 Permit Expiration.**

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~~All~~ peddler/commercial solicitation permits issued under the provisions of this Chapter shall expire two (2) weeks from the date of issuance; unless an earlier expiration date is noted on the permit.

#### **Section 610.080 Permit Exhibition.**

-

Every person required to obtain a peddler/commercial solicitation permit under the provisions of this Chapter shall exhibit the permit at all times in plain sight for residents and/or City employees to see.

#### **Section 610.090 Transfer Prohibited.**

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It shall be unlawful for any person other than the permittee to use any peddler/commercial

solicitation permit issued under the provisions of this Chapter.

Section 610.100 **Hours ~~Of Solicitation~~ and other Regulations.**

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A. To the extent permitted by applicable law, no person, while ~~conducting the activities of a peddler~~ peddling, soliciting, or solicitor ~~canvassing~~, whether licensed or unlicensed, shall enter upon any private property, knock on doors, or otherwise disturb persons in their residences between the hours of 8:00 P.M. and 9:00 A.M. Sunday through Saturday.

B. No peddler, solicitor or canvasser shall:

1. Enter upon any private property where the property has clearly posted a sign or decal indicating a prohibition against solicitation, canvassing and/or transient merchant activities. Such sign or decal need not exceed one (1) square foot in size and may contain words such as "No Soliciting" or "No Solicitors"; and
2. Remain upon any private property where a notice in the form of a sign or decal, which contains the words "No Soliciting" or "No Solicitors", is placed upon any door or entranceway leading into the residence or dwelling through which guests would normally enter, and is visible; and
3. Use or attempt to use any entrance other than the front or main entrance to the dwelling, including any designated path to that front door. If the residence or dwelling does not have a front entrance or it is obvious that the front entrance is not used, he/she shall use such entrance as is most obviously used as a guest entrance, but he/she shall not go from door to door in the residence in an attempt to avoid a "No Solicitation" or "No Solicitors" sign or decal nor travel across the grass, garden or yard area of a dwelling; and
4. Remove any yard sign, door or entrance sign or decal that gives notice to such person that the resident or occupant does not invite visitors; and
5. Misrepresent or make false, deceptive, or misleading statements concerning the quality, quantity or character of any service or goods offered for sale, the purpose of his/her visit, his/her identity, or the identity of the organization he/she represents.

C. In addition to the other regulations contained herein, a peddler, solicitor or canvasser leaving handbills or flyers about the community shall observe the following regulations:

1. No handbill or flyer shall be left at or attached to any sign, utility pole, transit shelter or other structure within the public right-of-way. The City may remove any handbill or flyer found within the right-of-way; and
2. No handbill or flyer shall be left at or attached to any privately owned property in a manner that causes damage to such privately owned property; and



3. No handbill or flyer shall be left at or attached to any property having a "No Solicitation" or "No Solicitor" sign or decal of the type described in Subsection (A) above.

D. The prohibitions contained in Subsection (B)(1 - 3) and (C)(1 - 2) of this Section shall not apply when a peddler, solicitor or canvasser has the express invitation from the resident or occupant of a dwelling allowing him/her to enter upon any property whether posted or not.

F. The prohibitions in this Section shall also not apply when a peddler, solicitor or canvasser wishes to place an ad in any newspaper of general circulation in the City.

#### Section 610.110 **Permit Revocation.**

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- A. Any permit issued under this Chapter may be revoked or suspended by the City Clerk, after notice and hearing, for any of the following reasons:
1. Fraud, misrepresentation or false statement contained in the application for a permit;
  2. Fraud, misrepresentation or false statement made by the permittee in the course of conducting commercial solicitation or peddling activities;
  3. Conducting peddling or commercial solicitation activities contrary to the provisions contained in the permit; or this Chapter;
  4. Conviction for any crime ~~involving moral turpitude~~ listed in Section 610.060A.3 above;  
or
  5. Conducting peddling or commercial solicitation activities in such a manner as to create a public nuisance, constitute a breach of the peace or endanger the health, safety or general welfare of the public.

#### Section 610.120 **Notice ~~And~~ Hearing.-**

Notice of a hearing for revocation of a permit issued under this Chapter shall be provided in writing and shall set forth specifically the grounds for the proposed revocation and the time and place of the hearing. Notice shall be mailed, postage prepaid, to the permittee at the address shown on the permit application or at the last known address of the permittee.

#### Section 610.130 **Appeals.**

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- A. Any person aggrieved by the action or decision of the City Clerk to deny, suspend or revoke a permit applied for under the provisions of this Chapter shall have the right to appeal such action or decision to the Board of Aldermen within fifteen (15) days after the notice of the action or decision has been mailed to the person's address as shown on the permit application form or to his or her last known address.
- B. An appeal shall be taken by filing with the City Clerk a written statement setting forth the grounds for the appeal.
- C. The City Clerk shall transmit the written statement to the Board of Aldermen within ten (10) days of its receipt and the Board of Aldermen shall set a time and place for a hearing on the appeal.
- D. A hearing shall be set not later than twenty (20) days from the date of receipt of the appellant's written statement.
- E. Notice of the time and place of the hearing shall be given to the appellant in the same manner as provided for the mailing of notice of action or decision.
- F. The decision of the Board of Aldermen on the appeal shall be final and binding on all parties concerned.

**Section 610.140 ~~Claims~~ Exemption.**

Any person claiming to be legally exempt from the regulations set forth in this Chapter, or from the payment of a permit fee, shall cite to the City Clerk the Statute or other legal authority under which exemption is claimed and shall present to the City Clerk proof of qualification for such exemption.

**Section 610.150 ~~Violations and~~ Penalties.**

- A. Violation of any of the provisions of this Chapter shall be treated as an infraction and shall, upon conviction, be punishable by a fine of not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) or by imprisonment not to exceed ninety (90) days or by both such fine and imprisonment.
- B. In addition to any ~~criminal~~ enforcement in municipal court, the City or any individual may pursue any available civil remedies deemed appropriate and necessary.

Section 610.160 ~~Severability~~ Sale of Goods or Services Prohibited In Public Rights-of-Way.

Notwithstanding the other terms and conditions of this Chapter of the City of Twin Oaks, the sale of goods and services for profit within the rights-of-way is prohibited.

Section 610.170 Severability.

The provisions of this Chapter are declared to be severable. If any Section, sentence, clause, or phrase of the Chapter shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining Sections, sentences, clauses, and phrases of this Chapter, but they shall remain in effect; it being the legislative intent that this Chapter shall remain in effect notwithstanding the validity of any part.

~~Section 610.170 Sale Of Goods Or Services Prohibited In Public Rights-of-Way.~~

~~A. Notwithstanding the other terms and conditions of this Chapter of the City of Twin Oaks, the sale of goods and services for profit within the rights-of-way is prohibited except that solicitations of contributions from the occupant of any vehicle by a person standing on or in proximity to a street or highway will be permitted only at any intersection or combination of intersections designated in Exhibit I of this Chapter which is controlled by an electric signal and which meets the following conditions:~~

- ~~1. A permit is obtained from the City Clerk of the City of Twin Oaks;~~
- ~~2. The soliciting organization is a bona fide charitable organization as documented by having obtained tax-exempt status under Section 501(c)(3) from the Internal Revenue Service;~~
- ~~3. All solicitors must be eighteen (18) years of age or older;~~
- ~~4. Only one (1) solicitation per organization annually will be approved and must be in conjunction with an area-wide fund-raising activity, "area-wide fund-raising activity" being designated as the Greater Metropolitan St. Louis area;~~
- ~~5. The soliciting organization shall submit a written agreement wherein it will hold harmless the City of Twin Oaks from any and all liability arising out of the solicitation by its members in the City;~~
- ~~6. Solicitors must remain on the concrete median or on the margin of the first lane of~~

~~travel at all times during solicitation;~~

~~7.—Each solicitor shall wear a reflective vest of the type required by OSHA for persons working in a dangerous environment.~~

~~B.—The penalties provided for violation of this Section shall be those previously set forth in Section **610.150** of this Chapter.~~

*\*Delete Attachment 1 (“Exhibit 1”)*

RESOLUTION NO. 2021-20

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING  
AN AGREEMENT WITH NICK DAMATO, DBA STL HOLIDAY LIGHTING,  
FOR ANNUAL MAINTENANCE OF THE PERMANENT LIGHTING  
INSTALLED ON TWIN OAKS TOWN HALL.**

---

**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 Nick Damato, DBA STL Holiday Lighting, for services relating to the annual maintenance of the permanent lighting installed on Twin Oaks Town Hall 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 16<sup>th</sup> DAY OF JUNE 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 Nick Damato, DBA STL Holiday Lighting, hereinafter referred to as "Contractor," with a business mailing address of 19027 Old Manchester Road, Wildwood, MO 63069.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** (the "Proposal") and incorporated herein by reference, for maintenance of the permanent lighting installed on Twin Oaks Town Hall, as described on 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: *Annual Maintenance of Permanent Lighting — Twin Oaks Town Hall, 1381 Big Bend Rd.*

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 \$400.00 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 consist of four (4) quarterly comprehensive service visits to begin in June 2021 and be completed approximately every 3 months, ending in June 2022. 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 \$25.00 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.

**NICK DAMATO**  
**STL HOLIDAY LIGHTING**

**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**



## Maintenance Agreement Proposal for Permanent Lighting Installed on Twin Oaks City Hall

### Details Regarding your Previous Maintenance Agreement, which Expired in March 2021

The maintenance contract you had with us last year covered 4 comprehensive maintenance visits throughout the year from March 2020 – March 2021 along with any additional repair visits needed for problems other than light bulbs being burned out for a flat price of \$300. Under that plan, we performed 4 comprehensive maintenance visits in which we checked the entire display and replaced all of the burned-out light bulbs in June, October, December, and March and we also performed a few additional repair visits for issues other than light bulbs throughout the year.

### What We Will Be Doing This Month

When we first installed your display, we used the same high-quality materials that we use for our seasonal holiday lighting displays. However, while those materials have worked great for us for short-term Christmas light displays, we have been disappointed with their performance and durability on your building as a permanent install, which is why we will be replacing your display with all new materials this month for NO additional charge.

At some point this month, most likely next week, we will be taking down all of the lighting materials on your building, replacing your lighting display with all new materials (including new socket wire, new gutter clips, and new light bulbs), and then putting your updated lighting display back up. (On the light bulbs, we will still be using the same color, shape, size and style/type of light bulbs that your display has now, but with new bulbs from a different, more expensive brand that we believe will have greater longevity.) To do this upgrade, the materials alone will cost us over \$700, but we will be doing this upgrade at NO additional cost to you. Our hope is that using new, more expensive, higher quality materials (some of which were not on the market when we first installed your display) will result in fewer light bulbs burning out and your display looking great between routine maintenance visits.

### Proposed Maintenance Agreement for June 2021 – June 2022

For this year, from June 2021 – June 2022, we are offering you a maintenance agreement with terms similar to last year's agreement, for a total price of \$400. (We have raised the price by \$100 as compared to last year because maintaining your display for the past few years has ended up requiring far more materials and labor than we had originally anticipated.) We are hoping that the new materials we will be installing this month will make your routine maintenance agreement work better for both you and us going forward.

For \$400, we will do all of the following from June 2021 – June 2022

- Continue to come out at your request for no additional charge for any needed maintenance issues *other than* replacing burned out light bulbs on an as requested, as-needed basis throughout the year.
- Provide you with 4 quarterly, comprehensive service visits that INCLUDE us replacing all burned out light bulbs
  - We will perform a total of 4 complete service visits, approx. every 3 months, starting in June 2021. (Quarterly service visits will take place in June, September, and December 2021 as well as March 2022.)

- As part of each quarterly service visit, we will check the entire display to make sure everything is as it should be AND replace ALL burned out or non-working light bulbs at that time. (That way, all non-working light bulbs will get replaced by us every 3 months.)
- We will be considering our visit this month (in June), in which we will be installing all new materials for no additional charge, as the first of your 4 comprehensive maintenance visits for the year.
- We will still leave the city extra light bulbs so that your staff can replace what we hope will be very few burned out light bulbs in between those 3 month service visits and then we would only charge extra beyond this maintenance agreement if you ask us to replace light bulbs outside of the four quarterly service visits.

**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.



Prepared by:  
**Richard R. Gratza, CPA**  
rickg@kebcpa.com | 314.231.6232

PROPOSAL TO

# City of Twin Oaks

**FOR CONTRACTED ACCOUNTING SERVICES**



ACCOUNTING | CONSULTING | WEALTH MANAGEMENT

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## **PROPOSAL**

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Kerber, Eck & Braeckel LLP  
One South Memorial Drive  
Suite 900  
St. Louis, MO 63102

P 314.231.6232  
F 314.880.9307

June 11, 2021

City Clerk  
City of Twin Oaks  
1381 Big Bend Rd.  
Twin Oaks, Missouri 63021

Dear Mr. Frank Johnson:

Thank you for giving Kerber, Eck & Braeckel LLP the opportunity to submit a proposal to provide services to the City of Twin Oaks. We trust that our stability, experience, and depth in working with local governments such as yours will combine to meet your accounting needs.

Our firm takes great pride in being exceptionally responsive to our clients' needs. We have developed an exceptional reputation that has gained us the respect of our clients throughout the local and regional community.

We trust the information contained herein is complete and satisfies the requirements of your request. Please call should you need us to clarify or provide any additional information. We look forward to the opportunity to meet with representatives of the City to discuss our services and this exciting opportunity in greater detail. You would be a valued client to us and we appreciate your consideration. If selected, we will strive to provide the City with exceptional service in a timely manner at a reasonable price

Sincerely,

KERBER, ECK & BRAECKEL LLP

Richard R. Gratza CPA  
Partner



## FIRM PROFILE

Founded in 1931, Kerber, Eck & Braeckel LLP (KEB) is a multi-office, full-service CPA firm with nine offices located in the following Midwestern cities.

### Illinois

Springfield  
Litchfield  
Columbia  
Harrisburg  
O'Fallon  
Marion

### Missouri

St. Louis  
Cape Girardeau

### Wisconsin

Milwaukee

KEB is currently ranked among the largest 150 CPA Firms in the Country based on firm members in the American Institute Certified Public Accounting (AICPA). The combined resources of our nine offices enables us to offer our clients a wide range and diversity of resources and technical expertise. KEB is also a member of Inpact Americas, which is affiliated with Inpact International, a global network of 150 CPA firms operating in over 60 countries. Membership provides additional resources we can access, if needed, for potentially highly technical issues.

With 27 partners and nearly 200 professional and support personnel, KEB is *large enough* to provide the technical expertise the City desires, yet *small enough* to provide the hands-on, personal attention you deserve. Our philosophy is not complicated. We stress expertise, responsive service, and most of all dedication to our clients.

## FIRM QUALIFICATIONS

Nothing compares to the structure and intricacies of government operations and regulations and few firms can match KEB's expertise and experience in serving public sector entities. In fact, state and local government is one of the top industry specialties of our firm and our experience extends beyond traditional auditing services. We provide a wide range of accounting and management advisory services from comprehensive outsourced controllership services to more limited assistance to address a specific need.

Our extensive background of service to the public sector provides us the insight to recognize the unique challenges faced by local governments today. You can expect your KEB team to assist you in meeting these challenges by providing you with ideas, recommendations, and alternatives that add sound financial perspective to your decision making. We offer our clients tailored solutions, not a cookie-cutter, one size fits all approach.

KEB has assisted many of its clients in earning national recognition and enhanced credibility by preparing financial reports that receive the annual Government Finance Officers Association (GFOA) *Certificate of Achievement for Excellence in Financial Reporting* and the Association of School Business Officials (ASBO) *Certificate of Excellence in Financial Reporting*. KEB even has professionals on the GFOA's *Special Review Committee* who review these financial reports for this prestigious award.

KEB also has extensive expertise with Federal grant compliance and the new OMB Uniform Guidance. You can count on our professionals to provide you with the guidance you need to comply with the ever-increasing demands for transparency and accountability.

Our professionals are active in the GFOA, Association of Government Accountants (AGA), ASBO, and various governmental committees of both the Missouri and Illinois CPA societies. In addition, our professionals are frequent speakers for these organizations on issues affecting local governments.

Those government agencies charged with regulating selected businesses and industries appreciate KEB's insight into the demands and complexities associated with performing these regulatory functions and have frequently turned to KEB to assist them. Recent engagements have included:

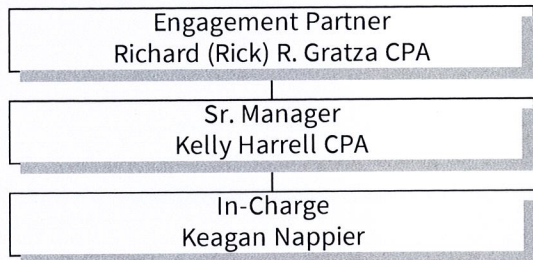
- Annual reviews of approximately 550 Federal program audits performed by other CPA firms on behalf of the Illinois Department of Healthcare and Family Services.
- Ongoing compliance assessments of riverboat casinos with the state laws and regulations.
- Targeted examinations of the insurance industry on behalf of government regulators.

With today's ever-changing and tumultuous political and regulatory climate, you need an accounting firm with industry experience. KEB is that firm and we have been at it for nearly nine decades.

## KEY PERSONNEL

We have selected the following individuals as your team to provide the accounting services outlined herein:

### ORGANIZATIONAL CHART



Rick Gratza, CPA will have overall responsibility for all aspects of our service to the City. Rick has centered his entire career on serving nonprofits and local governments. Prior to joining KEB in 1998, Rick worked for the Missouri State Auditor where he focused on financial and performance audits of state and local governments. Rick serves on the *Special Review Committee* of the Government Finance Officers Association and past chair of the MSCPA's *School Audit Committee*. In addition to leading some of KEB's largest governmental audits, Rick also provides a wide range of accounting and management advisory services. Recent engagements have included:

- Outsourced controllership services for RAC, a \$7M grant making organization, which included the implementation of a new accounting system, revision of the chart of accounts, development of an accounting policies and procedures manual, and revamping the monthly financial reporting package resulting in streamlined processes and more clear, consistent and useful information for management.
- Ongoing financial and operational reviews of five St. Louis cultural institutions on behalf of the Zoo Museum District resulting in recommendations for improving internal controls and operating efficiency.
- Review of internal controls and investigative accounting for a number of school districts, municipalities, courts, and defense contractor resulting in recommendations for improving internal controls.



Kelly Harrell, CPA is a manager in the St. Louis office and will be responsible for review and supervision of the services provided to the City. Kelly has over 10 years of experience and provides her clients with a full array of accounting services including reviews, bookkeeping, financial statement preparation, controllership services, and QuickBooks consulting. Kelly also has audit experience with not-for-profits, governmental entities, closely-held companies and retirement plans. Other clients served by Kelly include the St. Louis County Library District, Employees Retirement System of the City of St. Louis and the Firefighters Retirement Plan for the City of St. Louis

Neither KEB nor its employees currently have, nor will they have, any conflict of interest between themselves and the City.

## APPROACH

In our approach to serving the City, KEB will:

- Provide a highly skilled team of seasoned accounting and consulting professionals with industry knowledge and experience.
- Commit and maintain the necessary staffing, both number and level, to ensure all services will be rendered on a timely basis, and in conformity with reporting requirements.
- Schedule and supervise our team to insure seamless and effective delivery of services.
- Use the latest technology to streamline processes and enhance internal controls.
- Concentrate on maintaining a close and constructive relationship with the City management at all times and on being continually responsive to your needs.
- Regularly communicate our meaningful and relevant financial information in an easily understandable format to aid you in your decision making.

You can also expect work with the same upper-level professionals throughout the year, every year, enabling your KEB team to develop a solid understanding of your organization and minimize disruption to your operations.

Once engaged, we will immediately schedule a meeting with your team and will begin our services. Of course, as we gain more familiarity, we will look for opportunities to streamline financial reporting, enhance internal control, and add greater value and perspective to your decision making.

To reduce travel time and hold down costs, our work will primarily be performed remotely. While not on-site, your KEB team will make themselves available by phone, email and text to respond timely to any need. Our team will also make themselves available for additional face-to-face meetings if the need arises.

We can implement vendor payments currently performed by the City of Twin Oaks via Bill.com to automate invoice approval and payment. Vendor invoices are scanned into Bill.com and then electronically routed to appropriate approvers. Invoices can be approved from anywhere using your laptop or mobile device. Once approved, Bill.com pays the vendor electronically and updates QuickBooks. All invoices and other supporting documentation are conveniently stored in Bill.com and easily retrievable from anywhere using your laptop or mobile device. The result? No paper filing or opportunity for lost records. Use of this technology will improve operating efficiency, strengthen overall internal control and provide for greater convenience for all stakeholders.

All work will be thoroughly reviewed by both the KEB manager and partner assigned to your team. The partner and manager will meet with you via video conference to discuss all facets of the financial reporting package. You can expect your KEB team to provide you with the most meaningful and relevant information in an easily understandable format. During these meetings, you can also expect your KEB team to:

- Offer ideas, recommendations, and alternative that add value and sound financial perspective to your decision making.
- Proactively inform you regarding any changes in accounting, auditing or compliance affecting local governments, and even more importantly, how those changes impact the City.

Your KEB team will work hard to build a solid partnership with you through open and frequent communication. We will actively work to understand your unique concerns and needs and demonstrate our commitment to personal attention and service as follows:

- **ACCESSABILITY** – At KEB, partner involvement is frequent and personal. You will have direct access to Rick Gratza, the partner assigned to your team.
- **RESPONSIVENESS** – *A UNIQUE COMMITMENT* – All of our professionals are committed to returning client telephone calls and emails within four hours.

## SCOPE OF SERVICES

The scope of our services, as described in the request for proposal, are as follows:

Scope of Services	Included	Not Included
a. Monthly: -Consult with the City Clerk on preparation of financials statements -Consult with City Clerk regarding bank reconciliations and any issues or concerns regarding transactions recorded in QuickBooks -Attend monthly Board meetings	X	
b. Quarterly: -Review City's books and records with the City Clerk -Prepare and present to the Board: -Comparative Statements of Revenues Collected and Expenditures Paid -Comparative Statements of Net Position	X	
c. Semi-annually: -Prepare the semi-annual statement of receipts and expenditures and indebtedness of the City per Section 79.160 RSMo.	X	
d. Annually: -Prepare necessary information to qualify and file the City's ad valorem property tax including submitting a proposed tax levy rate the MO State Auditor for Review -Assist in the preparation of the City's budget in compliance with Section 130.20 of the Twin Oaks Code, including a budget message. -Assist in the preparation of any necessary amendments to the City's budget	X	
e. Coordinate and supervise the annual audit of the City's financial statements	X	
f. Provide additional consultation and advice on other matters to the City Clerk and Alderman, as needed, within the scope of the services described above.	X	

## PROPOSED FEE

Assuming there are no significant changes in the size or complexity of the City, future fee increases are expected to be approximately 3% per year. Services performed by KEB outside the scope of this proposal will be billed at regular hourly rates. Our hourly rates are based on the level of the staff and areas follows:

Partner	\$275
Manager	190
Senior	125
Staff	100

## CLOSING

KEB looks forward to beginning a productive and long-term relationship with the City. We hope to be your "partners" as you move forward in your organizational goals. As a valued client of KEB, you will receive unparalleled input and support from our professional advisors.

Proposal for Accountant/Financial Consultant Services to

# City of Twin Oaks

June 9<sup>th</sup>, 2021



Accountants & Consultants

**Main POC:**

Ahsan Ijaz

Chief Executive Officer

(703) 972-9110 x 101

[aijaz@ijazgroup.com](mailto:aijaz@ijazgroup.com)

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June 9<sup>th</sup>, 2021

Frank Johnson, City Clerk  
City of Twin Oaks  
1381 Big Bend Rd,  
Twin Oaks, MO 63021

Dear Mr. Johnson,

On behalf of the staff of The Ijaz Group, thank you for the opportunity to provide City of Twin Oaks with our Accountant/Financial Consultant Services proposal.

We are a firm that is very familiar with the unique business challenges City of Twin Oaks faces in its daily operations. We understand your need to hire a quality engagement team with experience in government accounting, public fiscal management and is proactive and responsive to client needs. I also understand your desire to work with a firm that is forward-looking, with a broadened perspective that goes beyond finance to encompass organization-wide concerns.

City of Twin Oaks will be an important client for our professionals, and you have my pledge that we will do everything necessary to ensure your satisfaction. The professional members of our staff and their extensive industry experience has helped to make us one of the most reliable and trusted professional accounting firms serving the community. Based on the qualifications presented in this proposal, I hope you agree.

Again, thank you for considering our firm's proposal. We look forward to working with you and your team at City of Twin Oaks.

Sincerely,

A handwritten signature in black ink, appearing to read "Ahsan Ijaz", written in a cursive style.

Ahsan Ijaz  
CEO  
The Ijaz Group



## Organizational Overview & Qualifications

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The Ijaz Group is a global professional services firm providing accounting, human capital, and technology solutions to nonprofit organizations, government clients, private companies, and private individuals. We combine our expertise in these areas with a strong commitment to personal service that enables us to excel.

### Scope of Practice

The Ijaz Group offers a comprehensive range of outsourced business services for its clients, from A/P and A/R to outsourced controllership and virtual CFO services. We offer our clients with cloud-technology based solutions featuring the highest levels of security, performance, availability, and scalability.

Our Outsourced Accounting services include the following:

- Account Payable/Receivables Processing
- Expense Management
- Revenue Recognition
- Grants Fiscal Management
- Budget vs. Actual Reporting
- Monthly Account Reconciliations
- Monthly Financial Reports
- Customized Analysis & Reporting
- Assistance in Year End Audit
- Year End Forms 1099 Prep & Filings
- Year End Form 990 Prep & Filing

### Why Choose Us

Our comprehensive solutions are delivered by a dedicated, industry focused team committed to providing the highest quality professional services in a timely, proactive manner at a reasonable cost. We understand that you want to work with pragmatic people who know your industry and can offer an objective perspective to help you make those decisions. We are confident that our unparalleled experience, resources, and approach make us best suited to serve City of Twin Oaks.

Following is a sampling of qualities that set us apart:

**Experience.** As a firm, we spend over 50,000 hours annually on nonprofit and government clients. As a result, our professionals have a thorough understanding of the unique daily challenges faced by government agencies like City of Twin Oaks. We have the knowledge and insight to effectively recognize opportunities and identify specific areas of your organization that can be strengthened. Each professional also completes over 40 hours a year in continuing education.

**Staff Continuity.** We are committed to maintaining the same staff on engagements year-after-year. Our turnover rate is among the lowest in the accounting profession, allowing our professionals to develop valuable, timesaving relationships with our clients’ staff and organization. We will bring this level of commitment and stability to City of Twin Oaks.

**No Surprises.** We provide our clients with personal attention and a “hands on” approach to avoid any surprises throughout the year. Our professionals will solicit your input in advance of the engagement to incorporate your input in our transition and ongoing service delivery.

**Communication.** We will provide you with frequent updates and communication of accounting developments and changes in standards that affect you and the industry. In addition, our senior level professionals will be committed to staying abreast of specific issues at City of Twin Oaks and will take a proactive role in addressing them.

We invite you to visit our [website](#) that will shed more light on who we are as a firm.

### Accounting Experience

The Ijaz Group has advised several clients on accounting, tax, sustainability, and strategy solutions for the last **13 years**. Having worked with government organizations including the likes of Central Vermont Regional Planning Commission, US Development Finance Corporation, etc., we bring profound understanding of the most critical challenges faced by government agencies, strong facilitation and implementation skills, proven strategic frameworks, and deep industry relationships. The Ijaz Group’s government accounting experts work to assure the reliability of financial records, evaluate the adequacy of internal controls, and produce strategies that help nonprofits grow in today’s economy.

### Technology Solutions

At The Ijaz Group, our engagement strategy is to provide quality performance using the most effective tools. This strategy requires us to use many technology services and solutions that help us provide a better level of service. Some of our tools include:

<p><b>QuickBooks</b></p>	<p>QuickBooks is the world’s most used small organization accounting solution, so it’s no surprise it’s the software of choice for the City. If the City decides to stay no QB, then the Firm will be responsible for the subscription cost.</p>
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<p><b>Sage Intacct</b></p>	<p>Through Intacct, a robust suite of best-of-breed cloud-based accounting and financial management applications, our firm powers your entire outsourced business needs. It is completely secure, flexible and will scale to meet your growing needs. <u>We recommend migrating to Intacct in the coming months and will offer the data migration and subscription costs free of charge.</u></p>
<p><b>Bill.com</b></p>	<p>Bill.com is a great Accounts Payable solution and our firm is a Bill.com partner. Numerous members of our team are Bill.com Certified Experts. Since we are a Bill.com partner we are able to offer a <u>Bill.com subscription included in our proposal fee.</u></p>

## Personnel Qualifications

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The Ijaz Group has a dedicated group of individuals in our Finance and Accounting Solutions Group focused on providing the highest quality professional services. The Ijaz Group professionals who will serve City of Twin Oaks were selected to match your business strategies and activities.

### Continuity of an Experienced Team

Continuity of a service team provides the greatest benefit to your organization. The more familiar we are with City of Twin Oaks, the better we can serve you and help you become more efficient. This strategy ensures that each team member becomes highly knowledgeable of City of Twin Oaks and maintains the comprehensive knowledge needed to address specific priorities with minimal disruption.

The firm has long maintained a core objective to attract, develop and retain the best and brightest people. By striving to have the lowest staff turnover possible, we will provide you with a team that will work to build a solid, long-lasting relationship. This experience is of limited importance, however, if you do not have access to your accountants. Our professionals are committed to being accessible to City of Twin Oaks whenever necessary throughout the year.

### Engagement Team Structure

The engagement team we have assembled for you includes the following key members of our Finance & Accounting Solutions Group.

**Ahsan Ijaz**  
**Engagement Director**



Ahsan Ijaz is the CEO of The Ijaz Group and will be serving as the engagement director for City of Twin Oaks. He will be responsible for all client deliverables, accounting, tax or otherwise. He has comprehensive knowledge of all areas of tax-exempt accounting including audit, tax, and consulting. He currently serves as CFO to a variety of non-profit clients in the Washington DC & New York metro areas. He has performed CFO duties, prepared accounting policies and procedures, performed finance and accounting system assessments, lease versus purchase analyses, and has years of federal grant reporting experience. He has also prepared financial statements, audit schedules, performed chart of accounts restructuring, accounting system conversions, and prepared federal grant and indirect cost proposals for a variety of not-for-profit clients. He also has experience preparing the various versions of the Form 990. He has assisted non-profit Board Members with reading and understanding financial statements. His experience also includes audit remediation for A-133 audits and the CFO Act. He is a Certified Government Financial Manager, a Certified Defense Financial Manager, and a Certified Fraud Examiner. His clients also include Big Four accounting firms, such as PricewaterhouseCoopers, for whom he consults on technical accounting issues.

**Enrique Gonzalez, CPA**  
**Senior Consultant**



Enrique Gonzalez is a Senior Consultant at The Ijaz Group and will be serving as senior consultant for City of Twin Oaks. He will oversee the main transaction recording and monthly financial statement preparation. He currently provides accounting support to a variety of non-profit and government clients. In his current position, Enrique performs a variety of accounting duties ranging from preparing the monthly financial statements to researching technical accounting issues for his clients. Prior to joining The Ijaz Group, Enrique served as an accountant at Falcon Sanchez & Associates PSC, providing outsourced accounting support, auditing and tax services for private entities in Puerto Rico. He graduated from the University of Puerto Rico, Rio Piedras and is an active licensed Certified Public Accountant in the Commonwealth of Virginia.

## Proposed Scope of Work

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Our firm has years of experience providing outsourced accounting support. Our team currently provides all the services sought by City of Twin Oaks to other nonprofit organizations. Ahsan Ijaz will be serving as the Engagement Director and will oversee all the client's service needs.

Below is a summary of our experience delivering the requested services:

### **Transaction Recording**

Our proposed team will be responsible for all the following areas for the City:

All accounts receivable activities, including but not limited to:

- Recording the receivables for the appropriate cost centers
- Maintaining a list of outstanding invoices and accounts receivables
- Maintaining proper support and backup for invoices/reports submitted to funders

All accounts payable activities, including but not limited to:

- Proper coding and posting of expenses
- Verification of proper approvals before any disbursements
- Monthly reconciliations of all account payables against the GL and check registers
- Allocation of salaries, fringe benefits, and any other costs to the appropriate cost centers based on approved allocation methodology (ex. FTE method).

### **Payroll**

Our team will be responsible for running the City's payroll on time on a set schedule. The firm will also be responsible for the timely payment and submission of payroll taxes and reports.

### **Monthly Financial Statements**

For most of our clients, we can close out the month by the 7th business day. We are also able to prepare the monthly and quarterly financial statements, along with the comparisons with the appropriate prior period, within 10 business days after the end of the month. This allows our clients to have fiscal conversations within management and with the Board of Directors while the information is still relevant. Our usual month end financial statements include Statement of Activities, Statement of Financial Position, Statement of Cash Flows and a narrative detailing the activities for the month. We also create Budget vs. Actual statements, Year to Date statements, and

any other ad hoc reports for our clients, to bring perspective to the information contained in the financial statements.

### **Budget Assistance**

We assist all our clients with budget preparation, for certain cost centers and for the organization itself. Our professionals are well versed in various budgeting methodologies including zero based budgeting, activity-based budgeting, rolling wave planning, etc. Our monthly reports include budget vs actual reports for the organization.

### **Audit Assistance**

Our professionals are with you throughout the entire audit engagement. We prepare all the schedules required and provide any accounting support as needed. We serve as a liaison between you and the auditors. On numerous occasions our clients have been informed by their auditors that our proactive planning has reduced the audit fieldwork by days. This ensures a timely audit report for the management, board and other external parties.

## **Project Management & Fees**

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### **Our Engagement Approach**

The Ijaz Group will meet with City of Twin Oaks weekly via Zoom during the onboarding phase. When City of Twin Oaks feels it no longer needs the weekly call, we will switch to a bi-weekly or monthly call to review finance related items. The team will also participate in periodic conference calls when requested by the organization's management. The Ijaz Group will be available to perform additional management consulting assistance as requested by the organization including, but not limited to, updating the organization's Accounting Policies and Procedures Manual as procedures are added or modified, re-formatting of financial statements, re-engineering of the budget process, break-even analyses for the organization conferences or new services, negotiation of the indirect cost rate with the organization's cognizant agency, etc.

### **Proposed Fees**

**We propose charging a flat monthly fee of \$500.** We believe this fee structure to be more reasonable in order to allow our clients to maintain a steady budget as opposed to varying costs each month for their accounting services. The team puts in a lot more hours to onboard the client, but we are willing to put that time in up front as it plateaus over time once the processes have been created or learnt. We find the proposed monthly fee to be reasonable with the experience and caliber of our professionals and a great value proposition for City of Twin Oaks. Since we are a QuickBooks

partner we get preferred pricing on subscriptions, so will include the subscription cost for its services free of charge in our proposed monthly fee.

We recognize the importance of cost containment. We have never had any cost over-runs with any of our clients. We practice good project management and can plan our engagements in a manner that avoids any surprises.

If you have any concerns regarding our proposed fees or if the fees are a potential deciding factor in your selection of another firm, we would appreciate an opportunity to discuss our fees.

## Client References

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We understand that quality of service will be a key factor as you prepare to select a firm to serve City of Twin Oaks. We encourage you to contact the following client references to learn more about our experience and commitment to quality client service in the consultancy industry.

### **The Corps Network**

**Washington, DC**

#### **Marie Walker, Chief Operating Officer**

202.737.6272

[mwalker@corpsnetwork.org](mailto:mwalker@corpsnetwork.org)

Length of Service:

9+ years

Annual Budget:

~\$11 million

Services Provided:

Outsourced CFO; grants fiscal management, annual tax filings; monthly outsourced accounting; on-going business consultations; grants advisory support.

### **Association of Farmworker Opportunity Programs**

**Washington, DC**

#### **Daniel Sheehan, Executive Director**

202.384.1770

[sheehan@afop.org](mailto:sheehan@afop.org)

Length of Service:

6+ years

Annual Budget:

~\$2 million

Services Provided:

Outsourced CFO; grants fiscal management; monthly outsourced accounting; and annual tax filings.

### **DC Volunteer Lawyers Projects**

**Washington, DC**

#### **Brian Yourish, Director of Operations**

202.469.9310

[byourish@dcvlp.org](mailto:byourish@dcvlp.org)

Length of Service:

2+ year

Annual Budget:

\$2+ million

Services Provided:

Nonprofit for who our firm provides monthly accounting support services; annual audit preparation; on-going business consultations; grants advisory support.

**Our professionals have earned a reputation for helping similar entities meet their goals and fulfill their long-term missions — we will do the same for City of Twin Oaks**



**Memo to:** Board of Aldermen  
**From:** Frank Johnson, City Clerk  
**Subject:** Birnamwood Condominiums Drainage Channel Maintenance  
**Date:** June 14, 2021

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**BOARD ACTION NEEDED:**

- Respond to request to use City funds to repair the drainage channel.

**BACKGROUND**

On June 8, the City of Twin Oaks received a request from Efthim Company Realtors to repair the stone-walled drainage channel that runs behind several of the condominiums in Birnamwood. According to a letter the company received from MSD, the channel was constructed by the City in 1999, and the City also acquired a maintenance agreement and stormwater easement at that time. A review of the City's own records confirmed this account.

The drainage channel was inspected by City maintenance staff, who reported that the mortar joints on the stone wall have significantly deteriorated and that several of the stones are cracked. Staff also reported that Efthim has already obtained a bid for the repairs for approximately \$2,000. The condition of the drainage channel is not known at this time to be causing any emergency issues for property owners.

# City Clerk's Report

City of Twin Oaks, Board of Alderman

June 17, 2020

## Project Updates

### **Code Enforcement Contract with St. Louis County**

- Staff is still working to finalize the contract with St. Louis County for code enforcement services. Several minor revisions were needed for the contract and ordinance passed by St. Louis County in early March, so the ordinance will need to be re-adopted.
- The changes included revising the terms so that the renewal provision is similar to what is contained in the policing services contract and updating the "Village of Twin Oaks" to "City of Twin Oaks."
- The fees remain the same at \$47/hour, \$24 for each additional half hour or fraction thereof, plus an administrative fee of \$49.60 for clerical work.
- The City will also need to pass another ordinance adopting the revised contract. We are currently waiting on the final sign off from the County Counselor's office.

### **Wooden Footbridge on Crescent**

- The project specifications were sent to MSD and the U.S. Army Corps of Engineers for their review. The Corps responded on June 11 and notified the City that no permit is required from their agency, based on the description of the work we provided.
- However, MSD has informed us that a sanitary sewer line runs right through the proposed location. Because of that, they are requiring much more detailed information on the project, including a land survey and a detailed plan, be submitted for a formal review. This information must also be prepared and submitted by the city's engineer.

### **Meramec Station Road Striping**

- BFA has completed preparation of a bike lane striping plan for Meramec Station Road, which is included in your board packet. The plan has been shared with Traffic Control Company so that they can rebid the project according to the specifications in the plan.
- At the suggestion of BFA, the City also contacted ATK Safety Supply and obtained another estimate for the work.

### **Crescent Road Sidewalks, Phase One**

- BFA is working on preparing preliminary plans for the first phase of sidewalks along Crescent Road as discussed at the Board of Aldermen meeting on June 3. The plans will present options for a sidewalk with curb and gutters and one without. They estimate the preliminary plans will be completed in three to four weeks.

## Additional Notes

- City Clerk Frank Johnson attended a webinar on the next round of grants from the Municipal Park Grant Commission on June 10 and also attended a project development webinar on the Transportation Alternatives Program (TAP) solicitation from East-West Gateway on June 11.
- The City has completed its annual bond certification and reporting process as required for the 2017 Certificates of Participation issued to finance the construction of City Hall. See the annual report included in the board packet for more details.
- The City has confirmed with the management of the Village of Twin Oaks that their residents have been receiving notices and reminders from the U.S. Census Department. Further, an analysis of occupancy permits from the property estimates that the total population residing in the apartments is approximately 269. When combined with the 2019 Census estimate of 396, the total population of the City would be approximately 665.
  - Please note that the above figure assumes that the 2019 Census estimates does not include any residents from the apartments, which may or may not be the case.

## **Bond Compliance Officer – Annual Report to Board of Aldermen**

June 16, 2021

In 2017, the Board passed an ordinance appointing the City Administrator/City Clerk as the City's "Bond Compliance Officer" and designating the Board's second meeting in June each year for an annual report.

The purpose is to report on the City's tax compliance procedures and policies for the 2017 Certificates of Participation (COPs) issued to finance construction of City Hall.

Tax compliance ensures that the financed project is a public project, and that the City is not using tax exempt bond funds to invest for a profit.

These annual reports will be required until the 2017 COPs are paid off.

Currently, the 2017 COPs are the City's only outstanding bonds, and no new bonds are anticipated at this time.

The City's compliance policy specifically requires me:

- to maintain a Tax-Exempt Bond File with all relevant bond documents;
- to receive training on compliance;
- to prepare the City's annual compliance checklist; and,
- to file the checklist in the Bond File.

Additionally, if my annual review indicates there are any compliance issues, I will consult with the City Attorney to handle them, and document it in the Bond File.

I am happy to report this year that the City is in compliance with its policies and procedures:

- I have reviewed my checklist and report through the City Attorney's office as well as the City's financial consultant, Jeff Blume.
- The Bond File has been prepared, and is maintained in my office.
- I have prepared the Annual Compliance Checklist for the period ending April 2021 and determined there are no compliance issues.

The Checklist is a comprehensive guide to reviewing each requirement of the City's Tax Compliance Policy. This copy is for your information.

The City's future annual compliance should be straight forward for the following reasons:

- The City used only public funds to build City Hall. There were no private funds contributed.
- 100% of the funds were used for City Hall within a year of financing, and there are no unused funds.
- City Hall is being used exclusively by the City, so the use is entirely public.
- The City has no COPs funds set aside for investment.

The next compliance meeting will be in June 2022 and will cover the period ending April 2022.

*Frank Johnson*  
*Bond Compliance Officer*