

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, JANUARY 5, 2022, 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 strongly encouraged for those attending this meeting of the Board of Aldermen, regardless of vaccination status.

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.

Residents and others who wish to comment may also email their comments to City Clerk Frank Johnson, fjohnson@cityoftwinoaks.com, by 5 p.m. on January 5, 2022, 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 Special Session Minutes from December 28, 2021
 - b) Bills List from December 24, 2021 to December 30, 2021
- 6) **REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS**
 - a) Police Report — Officer John Wehner
 - b) Park Committee
- 7) **PRELIMINARY CITIZEN COMMENTS**
- 8) **NEW BUSINESS**
 - a) Bill No. 22-01: AN ORDINANCE AMENDING CHAPTER 520, SEWER LATERAL PROGRAM, OF THE MUNICIPAL CODE OF THE CITY OF TWIN OAKS, MISSOURI
 - b) Resolution No. 2022-01: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH CROWDER CONSTRUCTION, INC., FOR THE ADDITION OF COMPOST AND TOPSOIL TO GARDEN BEDS LOCATED AT THE INTERSECTION OF BIG BEND ROAD AND HIGHWAY 141.
 - c) Appointment to the Park Commission — Zachary Martin

9) DISCUSSION ITEMS

a) Accountant RFP

10) ATTORNEY'S REPORT

11) CITY CLERK'S REPORT

12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

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

14) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: January 3, 2022, 3:00 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 SPECIAL MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
TUESDAY, DECEMBER 28, 2021**

The meeting of the Twin Oaks Board of Aldermen was called to order at 11:00 am. Roll Call was taken:

Mayor: Russ Fortune – remote via Zoom

Aldermen: April Milne – absent Lisa Eisenhauer – remote via Zoom
Dennis Whitmore – yea Tim Stoeckl – yea

Also Present: Frank Johnson, City Clerk/Administrator
Paul Rost, City Attorney
Jeff Blume, Financial Consultant, remote via Zoom

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 for a motion to approve the agenda. Alderman Eisenhauer so motioned, seconded by Alderman Stoeckl. The motion passed by a voice vote.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of the December 1, 2021 Regular Session Minutes; the Bills List from November 27, 2021 to December 23, 2021; and the Credit Card List from November 1, 2021 to November 30, 2021. Alderman Whitmore motioned to approve the consent agenda, seconded by Alderman Eisenhauer. The motion passed by voice vote.

BUDGET 2022 PUBLIC HEARING

Mayor Fortune welcomed Jeff Blume, Financial Consultant, remotely via Zoom, to continue the public hearing on the budget for the 2022 calendar year.

Mr. Blume discussed several changes made to the 2021 forecast and the 2022 budget since the Board's last meeting on December 1. In December, the City received additional funds from a sales tax adjustment from one of the City's principal businesses. This resulted in the City receiving approximately \$88,900 more in sales tax revenue in 2021 than was anticipated. Mr. Blume noted that the adjustment includes both current year receipts as well

as prior year receipts. Based on the previous sales tax history of this business, Mr. Blume stated that revenue forecast for the 2022 budget has been increased by about \$25,000. The revised 2022 Budget now anticipates the City's overall fund balance will increase by \$55,300.

Mr. Blume then provided a general overview of the revenue and expenditures for the 2022 budget. The budget anticipates that sales tax revenues will grow by 3 percent in 2022 to a total of \$978,100, after factoring in the previously discussed increase of \$25,000 due to the sales tax adjustment. Mr. Blume stated that property tax revenues fell in 2021 due to the City's largest commercial taxpayer successfully pleading to the St. Louis County Assessor's office for a change in their assessment, and that he expects property taxes to remain at the same level in 2022. Mr. Blume also discussed the revenue projections for intergovernmental taxes, licenses and permits/fees, grants, miscellaneous revenue, and interest income.

In terms of personnel expenses, Mr. Blume stated that the City is not anticipating any significant change in hours worked. The 2.7 percent increase for the 2022 budget reflects increases in pay rates. The budget anticipates a slight decrease in administrative costs as a result of service contract renegotiations, and a slight decrease in repair and maintenance costs.

Lastly, Mr. Blume noted that the City has been able to maintain a healthy level of excess revenues over expenses in the last several years and that this trend will continue in 2022. He stated that this achievement bodes well for the City, particularly in regards to its relationships with its primary debt holder, and congratulated the board.

NEW BUSINESS

Bill No. 21-23: AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE 2022 FISCAL YEAR: First reading of Bill No. 21-23 was read. Mayor Fortune asked if there were any questions concerning Bill No. 21-23. The second reading of Bill No. 21-23 was read. Alderman Stoeckl motioned to approve Bill No. 21-23, seconded by Alderman Eisenhauer and the motion passed on a roll call vote as follows: Aldermen Milne-absent, Eisenhauer-yea, Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 21-23 being duly passed by a vote of 3 yeas and 0 nays becomes Ordinance No. 21-23.

ADJOURNMENT

There being no further business, Alderman Whitmore motioned to adjourn the regular meeting at 11:20 a.m., seconded by Alderman Stockel and the motion passed with the unanimous consent of the Board of those present.

Drafted By: _____
Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen



CITY OF TWIN OAKS POLICE ACTIVITY REPORT December 2021

Radio CFS:	34
Self Initiated Assignments:	82
Police Reports Written:	10
Total Traffic Stops:	15

Arrests:

Felony	0
Misdemeanor	0
Summons (Arrest Notification)	2

Auto Accidents:

Injury	0
Non Injury	5

Locations: (2)MO HWY 141 and Big Bend Rd, 1393 Big Bend Rd, Crescent Ave and Meramec Station, 1448 Autumn Leaf

Crimes Reported:	5
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(Larceny from a Vehicle-1300 Big Bend Rd, Credit Fraud-1300 Big Bend Rd, Credit Card Theft- 1391 Big Bend Rd, Assault- 1300 Big Bend Rd, Larceny- 1391 Big Bend Rd)

Patrol Bicycle Program:	8 hours
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Yearly total: 152.35 hours

CALLS FOR SERVICE LEGEND

Call Abbreviation

Explanation

AANO	Auto Accident "No Injuries"
AARB	Auto Accident "Road Block"
AAINJ	Auto Accident "Injuries"
ADM	Administrative
ANCONF	Animal Confined
ASTINV	Assist an Invalid
ATSUI	Attempt Suicide
BGLARM	Burglar Alarm
BIKE	Bicycle Patrol
BUSCK	Business Check
CALL	Phone Call
CARE	Report Processing
CCONT	Citizen Contact
CIT	Crisis Intervention Team Deployment
CURFEW	Curfew Violation
DETECT	Detector Sounding
DOA	Death
DOMEST	Domestic Disturbance
DRUG	Drug Violation
DWI	Driving while Intoxicated
EXPAT	Extra Patrol
FALARM	Fire Alarm
FIRE	Fire Call
FPROP	Found Property
FTPAT	Foot Patrol
GARAGE	Open Garage door
INJURY	Accidental Injury
MAIN	Maintenance
MISJUV	Missing/Runaway Juvenile
MOTOR	Motorist Assist
MUNI	Muni Contract Patrol
PCR	Community Relations
RADAR	Traffic Enforcement Radar Assignment
SCNDRY	Secondary
SICK	Sick Case
SMOKE	Smoke Detector
STAT	Station Assignment
SUSVEH	Suspicious Vehilce
TRF	Traffic
VACCK	Vacation Check
VEHCON	Vehicle Conveyance
WRARST	Warrant Arrest
	Stolen License Plate

Comp. #	Nature	Received	Address	City	Zone	Car #/DSN
NONE	EXPAT	12/01/21 00:21:23	1306 BOLY LN	TWO	5064	6751/3763
NONE	EXPAT	12/01/21 00:29:30	1393 BIG BEND RD	TWO	5064	6751/3763
NONE	EXPAT	12/01/21 01:02:03	1300 BIG BEND RD	TWO	5064	6752/3084
NONE	MUNI	12/01/21 02:06:17	84 TWO	TWO	5064	3703/3168
NONE	MUNI	12/01/21 05:05:37	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	12/01/21 09:43:09	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	BIKE	12/01/21 11:18:42	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	TRF	12/01/21 12:15:38	MO141 HWY AND BIG BEND RD	TWO	5064	2732/3777
NONE	TRHAZ	12/01/21 15:16:01	MO141 HWY AND BIG BEND RD	TWO	5064	6760/3554
NONE	TRF	12/01/21 16:32:58	1300 BIG BEND RD	TWO	5064	2702/4282
NONE	MUNI	12/01/21 19:45:19	84 TWO	TWO	5064	2703/4045
NONE	BUSCK	12/01/21 20:42:00	1393 BIG BEND RD	TWO	5064	3703/4888
NONE	DOMEST	12/01/21 21:40:44	1300 BIG BEND RD	TWO	5064	2703/4045
NONE	MUNI	12/01/21 22:50:15	84 TWO	TWO	5064	3703/4888
NONE	MUNI	12/02/21 04:02:36	84 TWO	TWO	5064	3703/4888
NONE	EXPAT	12/02/21 09:12:09	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	BIKE	12/02/21 11:09:19	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	12/02/21 12:46:10	1391 BIG BEND RD	TWO	5064	6760/3554
NONE	SLUMP	12/02/21 14:30:20	1358 BIG BEND RD	TWO	5064	6760/3554
NONE	MUNI	12/02/21 20:36:21	84 TWO	TWO	5064	2703/4045
NONE	MUNI	12/02/21 22:02:43	84 TWO	TWO	5064	3703/4368
NONE	MUNI	12/02/21 22:25:35	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	12/02/21 23:32:21	1300 BIG BEND RD	TWO	5064	6750/4519
NONE	EXPAT	12/02/21 23:36:54	CRESCENT AVE AND VALLEY SCHOOL DR	TWO	5064	6750/4519
NONE	MUNI	12/03/21 01:02:54	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	12/03/21 01:10:19	1300 BIG BEND RD	TWO	5064	6750/4519
NONE	EXPAT	12/03/21 01:17:34	1300 BIG BEND RD	TWO	5064	6752/3854
NONE	EXPAT	12/03/21 05:34:26	1393 BIG BEND RD	TWO	5064	3731/4786
NONE	SUSVEH	12/03/21 08:04:12	1393 BIG BEND RD	TWO	5064	1703/4032
NONE	WASH	12/03/21 10:00:51	260 VANCE RD	VAL	5051	6760/3554
NONE	BIKE	12/03/21 12:22:49	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	ILPARK	12/03/21 13:50:40	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	TRF	12/03/21 13:57:51	MO141 HWY AND BIG BEND RD	TWO	5064	1703/4032
NONE	MUNI	12/03/21 20:00:40	84 TWO	TWO	5064	2703/4266
NONE	MUNI	12/03/21 21:58:56	84 TWO	TWO	5064	3703/4368

NONE	MUNI	12/03/21 23:38:24	84 TWO	TWO	5064	3703/4368
NONE	MUNI	12/04/21 01:06:38	84 TWO	TWO	5064	3703/4368
NONE	MUNI	12/04/21 02:05:41	84 TWO	TWO	5064	3701/4834
NONE	EXPAT	12/04/21 04:20:22	1393 BIG BEND RD	TWO	5064	3702/4627
NONE	EXPAT	12/04/21 08:00:08	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	BUSCK	12/04/21 11:06:51	1391 BIG BEND RD	TWO	5064	6760/3554
NONE	EXPAT	12/04/21 11:28:49	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	12/04/21 14:00:50	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	12/04/21 16:13:22	84 TWO	TWO	5064	2703/4266
NONE	MUNI	12/04/21 20:01:54	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	12/04/21 22:05:04	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	TRF	12/04/21 23:14:28	MO141 HWY AND BIG BEND RD	TWO	5064	3731/4786
NONE	BUSCK	12/04/21 23:39:39	1393 BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	12/05/21 01:03:58	84 TWO	TWO	5064	3703/3168
NONE	MUNI	12/05/21 02:50:33	84 TWO	TWO	5064	3701/4560
NONE	MUNI	12/05/21 07:40:16	84 TWO	TWO	5064	1703/3468
NONE	MUNI	12/05/21 09:48:03	84 TWO	TWO	5064	1703/3468
NONE	SUSPER	12/05/21 12:17:07	BIG BEND RD AND MO141 HWY	TWO	5064	1703/3468
NONE	TRHAZ	12/05/21 12:22:36	MO141 HWY AND BIG BEND RD	TWO	5064	1703/3468
NONE	ASTINV	12/05/21 13:46:34	7 GOLDEN OAK CT	TWO	5064	1702/4519
NONE	MUNI	12/05/21 16:48:30	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	12/05/21 17:06:03	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	EXPAT	12/05/21 18:17:07	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	12/05/21 19:11:42	84 TWO	TWO	5064	2703/4266
NONE	MUNI	12/05/21 22:13:06	84 TWO	TWO	5064	3701/4560
NONE	SLUMP	12/06/21 00:11:35	1300 BIG BEND RD	TWO	5064	3703/3168
NONE	EXPAT	12/06/21 01:34:53	1393 BIG BEND RD	TWO	5064	3703/3168
NONE	EXPAT	12/06/21 03:42:42	1393 BIG BEND RD	TWO	5064	3703/3168
NONE	TRHAZ	12/06/21 14:01:19	MO141 HWY AND BIG BEND RD	TWO	5064	1702/4519
NONE	MUNI	12/06/21 19:08:22	84 TWO	TWO	5064	2702/5052
NONE	MUNI	12/06/21 20:58:47	84 TWO	TWO	5064	3751/4794
NONE	MUNI	12/07/21 00:50:40	84 TWO	TWO	5064	3703/4368
NONE	MUNI	12/07/21 02:09:10	84 TWO	TWO	5064	3703/4368
NONE	MUNI	12/07/21 06:58:22	84 TWO	TWO	5064	1702/4032
47702	LARC	12/07/21 07:39:30	1300 BIG BEND RD	TWO	5064	6760/3554
NONE	TRF	12/07/21 10:34:08	BIG BEND RD AND MO141 HWY	TWO	5064	1702/4032

NONE	EXPAT	12/07/21 10:41:35	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	ADM	12/07/21 11:24:18	1381 BIG BEND RD	TWO	5064	6760/3554
NONE	BUSCK	12/07/21 12:44:52	1300 BIG BEND RD	TWO	5064	6760/3554
NONE	MUNI	12/07/21 18:14:40	84 TWO	TWO	5064	2703/4045
NONE	MUNI	12/07/21 21:02:15	84 TWO	TWO	5064	3703/4368
NONE	MUNI	12/08/21 02:56:23	84 TWO	TWO	5064	3703/4368
NONE	MUNI	12/08/21 06:46:56	84 TWO	TWO	5064	1703/4032
NONE	INV	12/08/21 08:21:21	1393 BIG BEND RD	TWO	5064	6760/3554
NONE	CWELF	12/08/21 09:57:08	1300 BIG BEND RD	TWO	5064	1703/4032
NONE	EXPAT	12/08/21 11:27:01	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	12/08/21 13:12:29	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	12/08/21 18:03:48	84 TWO	TWO	5064	2703/4266
NONE	MUNI	12/08/21 21:10:48	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	12/08/21 22:03:45	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	12/09/21 00:22:28	84 TWO	TWO	5064	3703/4368
NONE	FTPAT	12/09/21 10:39:46	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	12/09/21 15:08:15	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	BGALRM	12/09/21 15:31:44	1381 BIG BEND RD	TWO	5064	6760/3554
NONE	MUNI	12/09/21 18:09:37	84 TWO	TWO	5064	2703/4266
NONE	TRF	12/09/21 18:33:00	BIG BEND RD AND MERAMEC STATION RD	TWO	5064	2702/3323
NONE	MUNI	12/09/21 20:05:08	84 TWO	TWO	5064	2703/4266
NONE	MUNI	12/09/21 20:33:02	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	12/09/21 22:00:18	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	12/10/21 01:34:53	84 TWO	TWO	5064	3703/4368
NONE	CWELF	12/10/21 13:20:05	858 MERAMEC STATION RD	TWO	5064	1702/4519
NONE	MUNI	12/10/21 16:31:11	84 TWO	TWO	5064	2703/4266
NONE	MUNI	12/10/21 22:55:30	84 TWO	TWO	5064	3703/4888
NONE	MUNI	12/11/21 00:27:48	84 TWO	TWO	5064	3701/4560
NONE	MUNI	12/11/21 00:41:08	84 TWO	TWO	5064	3703/4888
NONE	MUNI	12/11/21 13:00:06	84 TWO	TWO	5064	1702/4519
NONE	MUNI	12/11/21 16:31:49	84 TWO	TWO	5064	2703/4045
NONE	EXPAT	12/11/21 19:07:07	1 TWIN OAKS CT	TWO	5064	2703/4045
NONE	TRF	12/11/21 21:51:21	BIG BEND RD AND MO141 HWY	TWO	5064	2701/4116
NONE	MUNI	12/12/21 01:47:09	84 TWO	TWO	5064	3703/3168
NONE	MUNI	12/12/21 03:08:46	84 TWO	TWO	5064	3701/4560
NONE	MUNI	12/12/21 04:58:46	84 TWO	TWO	5064	3703/3168

NONE	MUNI	12/12/21 09:56:43	84 TWO	TWO	5064	1703/4519
NONE	TRF	12/12/21 18:16:38	BIG BEND RD AND MERAMEC STATION RD	TWO	5064	2703/4045
NONE	MUNI	12/12/21 18:28:40	84 TWO	TWO	5064	2703/4045
NONE	MUNI	12/13/21 01:03:12	84 TWO	TWO	5064	3703/3168
NONE	BUSCK	12/13/21 01:18:50	1393 BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	12/13/21 04:55:27	84 TWO	TWO	5064	3703/3168
NONE	MUNI	12/13/21 06:53:02	84 TWO	TWO	5064	1703/4032
NONE	EXPAT	12/13/21 10:50:56	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	ADM	12/13/21 11:22:35	1381 BIG BEND RD	TWO	5064	6760/3554
NONE	EXPAT	12/13/21 14:58:04	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	12/13/21 17:46:16	84 TWO	TWO	5064	2703/4266
NONE	MUNI	12/13/21 20:04:33	84 TWO	TWO	5064	2703/4266
NONE	MUNI	12/13/21 21:41:03	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	12/13/21 22:01:59	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	12/13/21 23:07:24	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	12/14/21 08:58:50	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	BIKE	12/14/21 11:19:55	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	12/14/21 16:02:42	84 TWO	TWO	5064	2703/4266
48831	AANO	12/14/21 17:45:46	1393 BIG BEND RD	TWO	5064	2701/4519
NONE	EXPAT	12/14/21 18:38:00	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	12/14/21 19:05:18	84 TWO	TWO	5064	2703/4266
NONE	ATSUI	12/14/21 19:35:38	1549 AUTUMN LEAF DR	TWO	5064	2703/4266
NONE	MUNI	12/14/21 21:54:53	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	12/14/21 21:58:45	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	12/14/21 22:55:49	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	12/15/21 02:38:48	1300 BIG BEND RD	TWO	5064	6750/4895
NONE	EXPAT	12/15/21 10:06:15	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	BIKE	12/15/21 11:22:03	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	EXPAT	12/15/21 14:22:17	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	CALL	12/15/21 16:07:47	1 TWIN OAKS CT	TWO	5064	2703/4266
NONE	MUNI	12/15/21 17:33:10	84 TWO	TWO	5064	2704/4895
NONE	MUNI	12/15/21 20:11:49	84 TWO	TWO	5064	2703/4266
NONE	MUNI	12/15/21 21:19:39	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	12/15/21 21:51:44	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	12/15/21 23:12:03	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	12/16/21 11:27:32	1 TWIN OAKS CT	TWO	5064	6760/3554

49093	FRAUD	12/16/21 12:24:50	1300 BIG BEND RD	TWO	5064	6760/3554
NONE	MUNI	12/16/21 16:41:34	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	12/16/21 17:24:03	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	HANGUP	12/16/21 18:27:48	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	12/16/21 19:59:39	84 TWO	TWO	5064	2703/4266
NONE	TRF	12/16/21 22:08:12	BIG BEND RD AND MERAMEC STATION RD	TWO	5064	3703/3168
NONE	MUNI	12/17/21 04:24:52	84 TWO	TWO	5064	3703/3168
NONE	EXPAT	12/17/21 08:47:27	1230 BIG BEND RD	TWO	5064	6760/3554
NONE	EXPAT	12/17/21 09:11:56	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	CALL	12/17/21 09:52:31	232 VANCE RD	UNI	5051	6760/3554
49214	AANO	12/17/21 10:56:01	CRESCENT AVE AND MERAMEC STATION RD	TWO	5051	6760/3554
NONE	ASTINV	12/17/21 11:37:46	1300 BIG BEND RD	TWO	5064	6760/3554
NONE	EXPAT	12/17/21 13:13:10	1230 BIG BEND RD	TWO	5064	6760/3554
NONE	MUNI	12/17/21 17:26:36	84 TWO	TWO	5064	2703/4045
49302	CREDIT	12/17/21 21:14:15	1393 BIG BEND RD	TWO	5064	3703/3168
NONE	MUNI	12/18/21 01:46:47	84 TWO	TWO	5064	3701/4560
NONE	MUNI	12/18/21 02:07:24	84 TWO	TWO	5064	3703/3168
NONE	MUNI	12/18/21 07:44:19	84 TWO	TWO	5064	1703/4032
NONE	MUNI	12/18/21 13:09:58	84 TWO	TWO	5064	1703/4032
NONE	MUNI	12/18/21 13:22:42	084: 84 TWO	TWO	5064	2J12/2J217
NONE	MUNI	12/18/21 14:43:54	84 TWO	TWO	5064	1703/4032
NONE	MUNI	12/18/21 15:51:09	84 TWO	TWO	5064	2703/4045
NONE	MUNI	12/18/21 22:14:58	84 TWO	TWO	5064	2703/4045
NONE	MUNI	12/18/21 23:03:45	84 TWO	TWO	5064	3703/4627
NONE	DOMEST	12/19/21 01:48:18	1356 BIG BEND RD	TWO	5064	3702/4278
49487	ASLT	12/19/21 02:31:05	BIG BEND RD AND MO141 HWY	TWO	5064	3702/4278
NONE	MUNI	12/19/21 03:28:20	84 TWO	TWO	5064	3705/3084
NONE	MUNI	12/19/21 06:43:08	84 TWO	TWO	5064	1703/4032
NONE	EXPAT	12/19/21 10:47:26	1 TWIN OAKS CT	TWO	5064	1701/4402
NONE	MUNI	12/19/21 13:09:16	84 TWO	TWO	5064	1703/4032
NONE	EXPAT	12/19/21 16:53:19	1 TWIN OAKS CT	TWO	5064	2703/4045
NONE	MUNI	12/19/21 19:58:50	84 TWO	TWO	5064	2703/4045
NONE	MUNI	12/19/21 21:01:05	84 TWO	TWO	5064	3703/4368
NONE	TRF	12/19/21 21:02:21	1300 BIG BEND RD	TWO	5064	2702/4282
NONE	MUNI	12/20/21 01:07:52	84 TWO	TWO	5064	3703/4368
NONE	MUNI	12/20/21 07:26:50	84 TWO	TWO	5064	1703/4032

NONE	INJURY	12/20/21 10:19:33	1334 BIG BEND RD	TWO	5064	1703/4032
NONE	HOALRM	12/20/21 16:15:31	1393 BIG BEND RD	TWO	5064	2705/3624
NONE	MUNI	12/20/21 17:10:33	84 TWO	TWO	5064	2703/4266
NONE	MOTOR	12/20/21 19:21:00	BIG BEND RD AND MO141 HWY	TWO	5064	2703/4266
NONE	MUNI	12/20/21 20:01:04	84 TWO	TWO	5064	2703/4266
NONE	MUNI	12/20/21 21:07:18	84 TWO	TWO	5064	3703/4368
NONE	ADM	12/20/21 22:10:32	1300 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	12/20/21 23:48:52	84 TWO	TWO	5064	3703/4368
NONE	EXPAT	12/21/21 02:10:54	MERAMEC STATION RD AND FOREST PKWY	TWO	5064	6750/3777
NONE	EXPAT	12/21/21 05:05:59	831 MERAMEC STATION RD	TWO	5064	3732/4786
NONE	EXPAT	12/21/21 10:47:14	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	TRHAZ	12/21/21 11:40:29	MO141 HWY AND BIG BEND RD	TWO	5064	6760/3554
NONE	TRF	12/21/21 14:09:42	BIG BEND RD AND MERAMEC STATION RD	TWO	5064	1704/4415
NONE	EXPAT	12/21/21 14:39:40	1 TWIN OAKS CT	TWO	5064	6760/3554
NONE	MUNI	12/21/21 16:16:44	84 TWO	TWO	5064	2703/4266
49878	AANO	12/21/21 17:43:20	BIG BEND RD AND MO141 HWY	TWO	5064	2703/4266
NONE	EXPAT	12/21/21 19:05:39	1393 BIG BEND RD	TWO	5064	2703/4266
NONE	MUNI	12/21/21 20:07:31	84 TWO	TWO	5064	2703/4266
NONE	TRF	12/21/21 21:17:04	BIG BEND RD AND MO141 HWY	TWO	5064	3703/4888
NONE	MUNI	12/21/21 23:05:16	84 TWO	TWO	5064	3703/4888
NONE	MUNI	12/22/21 02:21:20	84 TWO	TWO	5064	3703/4888
NONE	EXPAT	12/22/21 04:14:58	1300 BIG BEND RD	TWO	5064	3703/4888
NONE	EXPAT	12/22/21 05:20:36	1300 BIG BEND RD	TWO	5064	3701/4560
NONE	MUNI	12/22/21 06:50:33	84 TWO	TWO	5064	1703/3468
NONE	TRF	12/22/21 07:25:53	1230 BIG BEND RD	TWO	5064	1750/4640
NONE	MUNI	12/22/21 10:08:48	84 TWO	TWO	5064	1703/3468
NONE	ANRUN	12/22/21 10:20:39	MO141 HWY AND BIG BEND RD	TWO	5064	630/H137
NONE	MUNI	12/22/21 17:16:08	84 TWO	TWO	5064	2703/4045
NONE	EXPAT	12/22/21 19:17:43	1 TWIN OAKS CT	TWO	5064	2703/4045
NONE	MUNI	12/22/21 22:16:19	84 TWO	TWO	5064	3703/4888
NONE	MUNI	12/22/21 22:29:30	84 TWO	TWO	5064	3703/4888
NONE	SICK	12/23/21 00:02:19	1393 BIG BEND RD	TWO	5064	3704/4404
NONE	MUNI	12/23/21 05:10:31	84 TWO	TWO	5064	3701/4560
NONE	TRHAZ	12/23/21 06:48:39	BIG BEND RD AND MO141 HWY	TWO	5064	1703/4545
50090	AANO	12/23/21 10:05:44	1448 AUTUMN LEAF DR	TWO	5064	1704/4415
NONE	INJURY	12/23/21 13:29:20	1512 AUTUMN LEAF DR	TWO	5064	1702/4519

NONE	MUNI	12/23/21 18:34:27	84 TWO	TWO	5064	2703/4045
NONE	TRF	12/23/21 22:03:18	MO141 HWY AND BIG BEND RD	TWO	5064	3703/4888
NONE	MUNI	12/23/21 22:30:01	84 TWO	TWO	5064	3703/4888
NONE	CALL	12/24/21 00:15:45	1466 AUTUMN LEAF DR	TWO	5064	3703/4888
NONE	MUNI	12/24/21 02:06:25	84 TWO	TWO	5064	3701/4560
NONE	EXPAT	12/24/21 03:58:34	1300 BIG BEND RD	TWO	5064	3703/4888
NONE	SUSVEH	12/24/21 04:02:12	1300 BIG BEND RD	TWO	5064	3703/4888
NONE	MUNI	12/24/21 07:00:15	84 TWO	TWO	5064	1703/4032
NONE	BUSCK	12/24/21 07:49:57	1391 BIG BEND RD	TWO	5064	1703/4032
NONE	BUSCK	12/24/21 18:08:35	1391 BIG BEND RD	TWO	5064	2703/4045
NONE	MUNI	12/24/21 18:20:13	84 TWO	TWO	5064	2703/4045
NONE	MUNI	12/24/21 22:49:10	84 TWO	TWO	5064	3703/4627
NONE	MUNI	12/24/21 23:31:05	84 TWO	TWO	5064	3701/4834
NONE	MUNI	12/25/21 00:58:42	84 TWO	TWO	5064	3703/4627
NONE	MUNI	12/25/21 07:58:52	84 TWO	TWO	5064	1703/4032
NONE	MUNI	12/25/21 10:30:57	84 TWO	TWO	5064	1703/4032
NONE	SLUMP	12/25/21 12:21:23	1391 BIG BEND RD	TWO	5064	1703/4032
50388	LARC	12/25/21 12:31:53	1391 BIG BEND RD	TWO	5064	1703/4032
NONE	SICK	12/25/21 13:31:42	816 MERAMEC STATION RD	TWO	5064	1702/3984
NONE	MUNI	12/25/21 16:30:16	84 TWO	TWO	5064	2703/4266
NONE	EXPAT	12/25/21 19:07:27	1391 BIG BEND RD	TWO	5064	2703/4266
NONE	SUSVEH	12/25/21 20:43:29	5 ANN AVE	TWO	5064	3703/4368
NONE	MUNI	12/25/21 21:27:17	84 TWO	TWO	5064	3703/4368
NONE	MUNI	12/25/21 21:27:18	84 TWO	TWO	5064	3703/4368
NONE	MUNI	12/26/21 00:30:36	84 TWO	TWO	5064	3703/4368
NONE	MUNI	12/26/21 02:26:41	84 TWO	TWO	5064	3701/4834
NONE	EXPAT	12/26/21 11:24:01	1391 BIG BEND RD	TWO	5064	1703/4266
NONE	MUNI	12/26/21 13:37:06	84 TWO	TWO	5064	1703/4266
NONE	MUNI	12/26/21 18:51:16	84 TWO	TWO	5064	3703/3468
NONE	MUNI	12/26/21 21:48:07	84 TWO	TWO	5064	3703/3468
NONE	MUNI	12/27/21 01:56:01	84 TWO	TWO	5064	3703/3468

Yearly Totals for The City of Twin Oaks
2019 -2026

Radio CFS	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
2019	44	24	44	34	60	54	53	49	78	56	33	34	563
2020	9	22	21	27	17	40	39	29	20	20	34	28	306
2021	15	23	33	39	27	35	29	20	40	49	31	34	375
2022	0	0	0	0	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	0	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0	0	0	0	0	0
2025	0	0	0	0	0	0	0	0	0	0	0	0	0
2026	0	0	0	0	0	0	0	0	0	0	0	0	0

Self Initiated Calls	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
2019	44	24	44	34	60	54	53	49	78	56	33	54	583
2020	105	82	62	283	118	53	89	93	106	103	129	141	1364
2021	81	98	91	120	63	67	71	82	71	85	66	82	977
2022	0	0	0	0	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	0	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0	0	0	0	0	0
2025	0	0	0	0	0	0	0	0	0	0	0	0	0
2026	0	0	0	0	0	0	0	0	0	0	0	0	0

Reports	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
2019	4	8	16	4	17	9	15	12	15	9	15	15	139
2020	9	12	5	9	8	15	4	9	11	6	12	14	114
2021	3	8	6	6	10	7	9	13	13	15	8	10	108
2022	0	0	0	0	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	0	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0	0	0	0	0	0
2025	0	0	0	0	0	0	0	0	0	0	0	0	0
2026	0	0	0	0	0	0	0	0	0	0	0	0	0

Report Source: St. Louis County Activity sheets and Twin Oaks Board Meeting Reports

Yearly Totals for The City of Twin Oaks
2019 -2026

Traffic Stops	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
2019	17	16	18	26	34	25	19	32	28	36	27	17	295
2020	8	32	13	3	5	3	6	10	10	7	10	10	117
2021	7	10	27	8	15	12	7	13	9	12	15	15	150
2022	0	0	0	0	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	0	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0	0	0	0	0	0
2025	0	0	0	0	0	0	0	0	0	0	0	0	0
2026	0	0	0	0	0	0	0	0	0	0	0	0	0

Arrest-F	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
2019	0	0	0	0	0	0	0	0	0	0	0	0	0
2020	0	0	0	1	0	0	0	1	0	0	0	0	2
2021	0	0	0	0	0	0	0	0	0	1	0	0	1
2022	0	0	0	0	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	0	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0	0	0	0	0	0
2025	0	0	0	0	0	0	0	0	0	0	0	0	0
2026	0	0	0	0	0	0	0	0	0	0	0	0	0

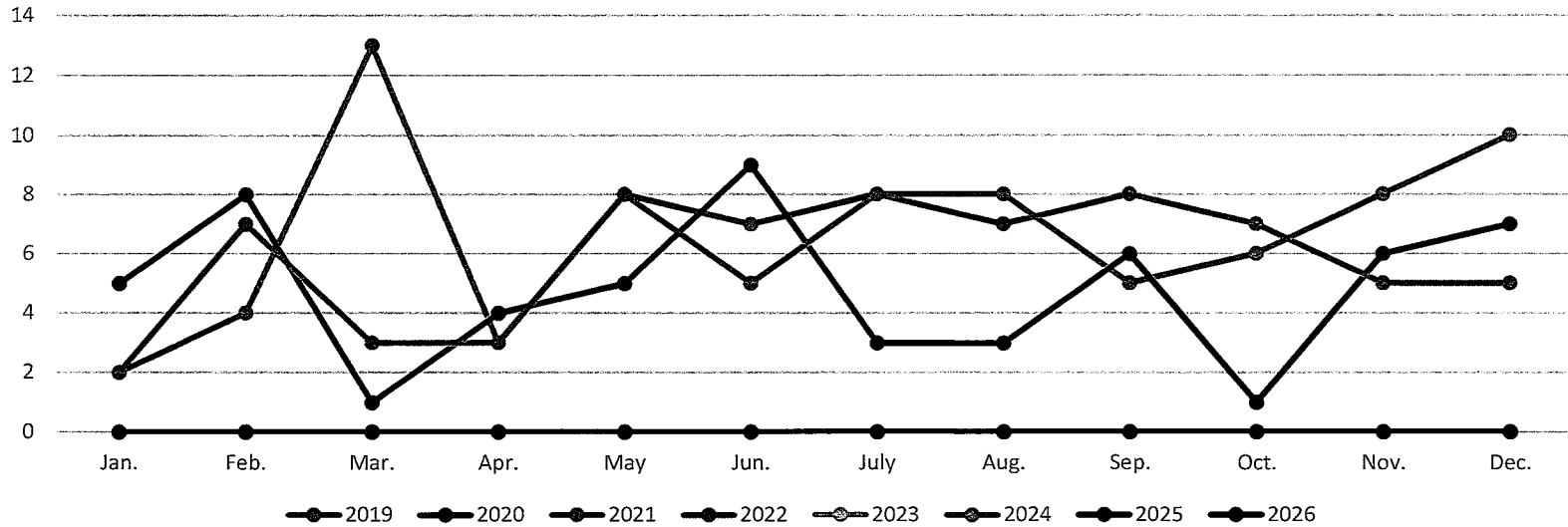
Arrest-M	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
2019	0	0	0	0	3	0	1	1	2	0	2	2	11
2020	1	1	0	0	1	1	0	2	1	1	0	4	12
2021	0	0	1	0	0	0	0	0	0	1	1	2	5
2022	0	0	0	0	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	0	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0	0	0	0	0	0
2025	0	0	0	0	0	0	0	0	0	0	0	0	0
2026	0	0	0	0	0	0	0	0	0	0	0	0	0

Report Source: St. Louis County Activity sheets and Twin Oaks Board Meeting Reports

Yearly Totals for The City of Twin Oaks
2019 -2026

Auto Crash	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
2019	2	4	13	3	8	7	8	8	5	6	8	10	82
2020	5	8	1	4	5	9	3	3	6	1	6	7	58
2021	2	7	3	3	8	5	8	7	8	7	5	5	68
2022	0	0	0	0	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	0	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0	0	0	0	0	0
2025	0	0	0	0	0	0	0	0	0	0	0	0	0
2026	0	0	0	0	0	0	0	0	0	0	0	0	0

Auto Crash

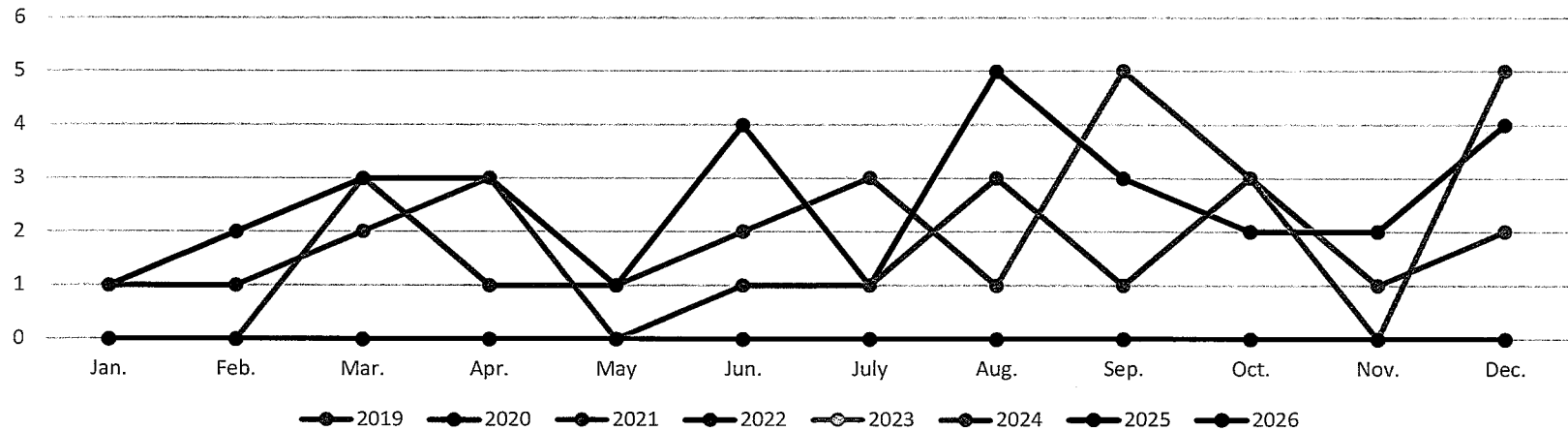


Report Source: St. Louis County Activity sheets and Twin Oaks Board Meeting Reports

Yearly Totals for The City of Twin Oaks
2019 -2026

Crimes Reported	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sep.	Oct.	Nov.	Dec.	Total
2019	0	0	3	1	1	2	3	1	5	3	1	2	22
2020	1	2	3	3	1	4	1	5	3	2	2	4	31
2021	1	1	2	3	0	1	1	3	1	3	0	5	21
2022	0	0	0	0	0	0	0	0	0	0	0	0	0
2023	0	0	0	0	0	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0	0	0	0	0	0
2025	0	0	0	0	0	0	0	0	0	0	0	0	0
2026	0	0	0	0	0	0	0	0	0	0	0	0	0

Crimes Reported



Report Source: St. Louis County Activity sheets and Twin Oaks Board Meeting Reports

**AN ORDINANCE AMENDING CHAPTER 520, SEWER LATERAL
PROGRAM, OF THE MUNICIPAL CODE OF THE CITY OF TWIN OAKS,
MISSOURI**

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

Section 1. Chapter 520 (“Sewer Lateral Program”) of the Twin Oaks Municipal Code is hereby amended by repealing Chapter 520 in its entirety and replacing it with a new Chapter 520, to read as follows:

Chapter 520 Sewer Lateral Program

Section 520.010 Definitions.

As used in this Chapter, the following terms shall have the meanings ascribed to them:

ELIGIBLE OWNER

The owner of record of:

1. Real property on which a single-family home, duplex or other residential building containing not more than six (6) dwelling units is located;
2. A condominium located in a building containing six (6) or less condominium units;
or
3. A condominium responsible for its own individual lateral sewer line.

LATERAL SEWER SERVICE LINE

A sewer line which extends from outside of the building foundation wall or exterior wall to the sewer main. It does not include a sewer line located under any part of a building or structure as defined under Chapter 400 of the Zoning Code. A lateral sewer service line may be in a "front," "side" or "rear yard" (as those terms are defined in Chapter 400 of the Zoning Code).

PROGRAM ADMINISTRATOR

The City Clerk of Twin Oaks or his/her designee, provided that any delegation of responsibility shall be made only to another City employee.

Section 520.020 Description Of Program.

A. *Program Coverage And Administration.* Subject to the Program Cap set forth below, the Program allows an Eligible Owner to recover (1) one-hundred percent (100%) of the Eligible Owner’s costs to video the Lateral Sewer Service Line and (2) seventy-five percent (75%) of the Eligible Owner's costs in repairing Lateral Sewer Service Line serving the Eligible Owner's residence (“Eligible Costs”), when a repair is determined necessary by the Program Administrator in consultation with a licensed plumber or drain layer and upon compliance with the City's Sewer Lateral Program. Notwithstanding the above, the

maximum amount available for repayment under this program for any sewer lateral repair shall be \$5,000.00 (the “Program Cap”). The Program Cap may be adjusted from time to time when it is determined by the Board of Aldermen that the available account funds warrant such adjustment. The Program's responsibility is limited to reimbursement of funds paid by the Eligible Owner for videoing, excavation and repair of the damaged Lateral Sewer Service Line and backfilling in a workmanlike manner. The Program is not responsible for the replacement of private sidewalks and parts of paved driveways removed or damaged to repair defective a Lateral Sewer Service Line. In administering the Program as detailed herein, the Program Administrator is hereby delegated reasonable discretion in interpreting and enforcing the rules, limits, and provisions of the Program.

B. *Eligible Owner's Responsibility.* It is the responsibility of the Eligible Owner to restore landscaping, hardscaping, and ground cover, including grass in whatever manner they choose. The Program does not cover the cost to replace any trees, shrubs, flowers, sod, private drives and walks, decks, retaining walls, fencing, tile, carpet, or outbuildings that may be damaged during the videoing or repair of the Lateral Sewer Service Line.

C. *Program Reimbursement.* The Program will reimburse the Eligible Owner for Eligible Costs, as described herein, up to the Program Cap for a repair of a Lateral Sewer Service Line. Any other charges for a single repair will become the responsibility of the Eligible Owner of a covered Lateral Sewer Service Line repair. All costs are to be paid by the Eligible Owner at the time of the videoing of the Lateral Sewer Service Line and/or at the time the Lateral Sewer Service Line is repaired. Reimbursement will be issued directly to the Eligible Owner upon the Program Administrator's receipt of satisfactory documentary proof that the videoing and/or repair has been completed and paid in full.

D. *Clean Before Repair.* Before inquiring with the Program Administrator about eligibility for repair reimbursement, property owners must attempt to clean out the Lateral Sewer Service Line by engaging a licensed plumber or sewer cleaning service.

E. *Review Of Video.* If a blockage in a Lateral Sewer Service Line occurs that cannot be removed by a plumber or sewer cleaning service or a sinkhole is observed, there may be a break in the Lateral Sewer Service Line. If such a condition exists and an Eligible Owner desires to participate in the Program, the Eligible Owner must contact a licensed plumber or drain layer to have the line videoed. The Eligible Owner must arrange to have a city employee designated by the Program Administrator present at the time the line is videoing so that it may be reviewed to verify the break in the sewer lateral. A copy of the video must also be sent to the Program Administrator as part of any application for reimbursement.

F. *Bids Required.* Eligible Owners are required to obtain three (3) bids from a licensed plumber or drain layer for the repair of the Lateral Sewer Service Line. The Eligible Owner then contracts with the lowest bidder for the repair. The Program Administrator may determine if a repair is an emergency and in so doing waive the bidding requirements.

G. *Other Program Requirements.*

1. *Repairs To City Streets.* If a repair to a Lateral Sewer Service Line necessitates cutting into a City street, any bid obtained, or work contracted, by an Eligible Owner shall provide for the owner's contractor to cut and repair the City street

right-of-way subject to obtaining an excavation permit from the City, providing twenty-four-hour notice to coordinate City inspection(s), and performing the work in accordance with Twin Oaks, St. Louis County and the Metropolitan St. Louis Sewer District (MSD) requirements, specifications, and details. The Program will assume responsibility for the inspection and cost of any repairs to City streets made in relation to an eligible repair to ensure consistent and complete repair according to St. Louis County and the MSD requirements, specifications, and details for excavation, backfill, and pavement repair. The Program shall use the Program fund for the costs of the street repairs necessitated by the repair of a Lateral Sewer Service Line.

2. Permits Required. The Eligible Owner or his/her contractor shall obtain all necessary permits. The work must be performed in compliance with applicable codes.
3. No Warranty Or Guarantee. The Program makes no warranty for, makes no guarantee regarding and has no obligation or responsibility for the performance of the Eligible Owner's contractor. The Program shall have no responsibility for any damage caused to the Eligible Owner's property because of sewer line defects or defective repair work.

H. Program Amendments. The program may be amended only by an ordinance adopted by the Board of Aldermen. The Program Administrator shall prepare and submit to the Board of Aldermen a brief written review of the program's operation at least annually and may propose amendments at that time or at any other time determined necessary for the efficient conduct of the program.

Section 520.030 Schedule Of Fees.

Pursuant to Section 249.422, RSMo., and as approved by the voters of Twin Oaks, a maximum charge of twenty-eight dollars (\$28.00) shall be assessed annually on residential property for each lateral sewer service line serving six (6) or less dwelling units on that property and condominiums that have six (6) or less condominium units per building and any condominium responsible for its own individual lateral sewer line to provide funds to pay certain costs of repairs of defective lateral sewer service lines for those dwelling units. If a payment is not received by the date indicated in such assessment, a late fee of one percent (1%) is assessed monthly.

Section 520.040 Violations And Penalties.

Any person violating any of the provisions of this Chapter shall be deemed guilty of an ordinance violation and subject to penalty according to the general penalty provisions set forth in Section 100.220 of this Municipal Code of Twin Oaks.

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 5th DAY OF JANUARY 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 520

Sewer Lateral Program

Section 520.010 **Definitions.**

[R.O. 2016 § 520.010; R.O. 2011 § 525.010; Ord. No. 292 § 1, 5-6-2009; Ord. No. 495 § 1, 8-3-2016; Ord. No. 18-36, 12-5-2018; Ord. No. 19-17, 9-18-2019]

As used in this Chapter, the following terms shall have the meanings ascribed to them:

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~~**PRE-APPROVED DIAGNOSTIC**~~

~~A video recorded diagnostic, provided to the Program Administrator, performed by a licensed plumber or drain layer of the Eligible Owner's Lateral Sewer Service Line, which has been approved as reimbursable in advance of such diagnostic by the Program Administrator.~~

PROGRAM ADMINISTRATOR

The City Clerk of Twin Oaks or his/her designee.

~~**REIMBURSABLE AMOUNT**~~

~~An Eligible Owner may recover seventy five percent (75%), provided that any delegation of the Eligible Owner's costs in repairing Lateral Sewer Service Lines serving the Eligible Owner's residence, when determined eligible, upon compliance with the City's Sewer Lateral Program. The amount may from time to time responsibility shall be adjusted when it is determined by the Board of Aldermen that the available account funds warrant such adjustment made only to another City employee.~~

Section 520.020 **Description Of Program.**

[R.O. 2016 § 520.020; R.O. 2011 § 525.020; Ord. No. 292 § 1, 5-6-2009; Ord. No. 495 § 2, 8-3-2016; Ord. No. 18-36, 12-5-2018; Ord. No. 19-17, 9-18-2019]

~~A. Pre-Approved Diagnostic Reimbursement. As the City of Twin Oaks wishes to encourage Eligible Owners to proactively determine the necessity of a Lateral Sewer Service Line repair, the Sewer Lateral Insurance Program (the "Program") will reimburse the Eligible Owner for one hundred percent (100%) of the cost of a Pre-Approved Diagnostic of the Lateral Sewer Service Line, irrespective of whether such diagnostic reveals the need for a repair of the Lateral Sewer Service Line, one (1) time within a twelve (12) month period, such period to begin upon the date the Eligible Owner first seeks a Pre-Approved Diagnostic Reimbursement. Reimbursement of any additional diagnostics of the Lateral Sewer Service Line within the same twelve (12) month period that do not reveal the need for a repair to the Lateral Sewer Service Line is within the sole discretion of the Program Administrator and also must be pre-approved. Regardless of the number of diagnostics previously performed within the twelve (12)-month period, the Program will always reimburse the Eligible Owner for a diagnostic, as part of the total Reimbursable Amount, which reveals the need for a repair of the Lateral Sewer Service Line.~~

~~BA. Program Coverage And Administration. In addition~~Subject to the Pre-Approved Diagnostic Reimbursement Program Cap set forth below, the Program allows an Eligible Owner to recover a ~~Reimbursable Amount for the repair or replacement~~(1) one-hundred percent (100%) of the entire Eligible Owner's costs to video the Lateral Sewer Service Line, or defective part thereof, if it and (2) seventy-five percent (75%) of the Eligible Owner's costs in repairing Lateral Sewer Service Line serving the Eligible Owner's residence ("Eligible Costs"), when a repair is determined to be necessary by the Program Administrator in consultation with a licensed plumber or drain layer, and upon compliance with the City's Sewer Lateral Program. Notwithstanding the above, the maximum amount available for repayment under this program for any sewer lateral repair shall be \$5,000.00 (the "Program Cap"). The Program Cap may be adjusted from time to time when it is determined by the Board of Aldermen that the available account funds warrant such adjustment. The Program's responsibility is limited to reimbursement of funds paid by the Eligible Owner for videoing, excavation and repair of ~~lateral pipe, the damaged Lateral Sewer Service Line~~, and backfilling in a workmanlike manner. The Program is not responsible for the replacement of private sidewalks and parts of paved driveways removed or damaged to repair defective Lateral Sewer Service Lines. ~~The Program is administered by the Program Administrator or that person's designee, providing that any delegation of responsibility shall be made only to another City employee.~~a Lateral Sewer Service Line. In administering the ~~program~~Program as detailed herein, the Program Administrator ~~shall possess~~hereby delegated reasonable discretion in interpreting and enforcing the rules, limits and provisions of the Program.

~~C. B. Eligible Owner's Responsibility. It will be~~is the responsibility of the Eligible Owner to restore landscaping, hardscaping, and ground ~~eoverscover~~, including grass in whatever manner they choose. ~~The Program is not responsible for restoration of grass or landscaped surfaces.~~ The Program does not cover the cost to replace any trees, shrubs, flowers, sod, private drives and walks, decks, retaining walls, fencing, tile, carpet or outbuildings that may be damaged during the ~~televising~~videoing or repair of the Lateral Sewer Service Line.

~~DC. Program Reimbursement. The Program will reimburse the Eligible Owner for Pre-Approved Diagnostics~~Eligible Costs, as described herein, ~~and repair charges up to the Reimbursable Amount~~Program Cap for a repair of a Lateral Sewer Service Line. Any other charges for a single repair will become the responsibility of the Eligible Owner of a covered Lateral Sewer Service Line repair. All costs are to be paid by the Eligible Owner at the time of the ~~diagnostic~~videoing of the Lateral Sewer Service Line and/or at the time the Lateral Sewer Service Line is repaired. Reimbursement will be

issued directly to the Eligible Owner upon the Program Administrator's receipt of satisfactory documentary proof that the ~~diagnostic videoing~~ and/or repair has been completed and paid in full.

~~E. Other Program Requirements.~~

~~1. Eligible Repair.D. Clean Before Repair. Before inquiring with the Program Administrator about eligibility for repair reimbursement, property owners must attempt to clean out the Lateral Sewer Service Line by engaging a licensed plumber or sewer cleaning service.~~

~~E. Review Of Video. If a blockage in a Lateral Sewer Service Line occurs that cannot be removed by a plumber or sewer cleaning service or a sinkhole is observed, there may be a break in the Lateral Sewer Service Line. If such a condition exists and an Eligible Owner desires to participate in the Program, the Eligible Owner ~~should seek a Pre-Approved Diagnostic reimbursement from the Program Administrator and~~ must contact a licensed plumber or drain layer to have the line videoed. The Eligible Owner must arrange to have a city employee designated by the Program Administrator present at the time the line is videoing so that it may be reviewed to verify that it is in fact a break in the ~~line and not a clog of materials in the sewer lateral-sewer service line. Clogs are not covered under this.~~ A copy of the video must also be sent to the Program- Administrator as part of any application for reimbursement.~~

~~F. Bids Required. Eligible Owners are required to obtain three (3) bids from a licensed plumber or drain layer for the repair of the Lateral Sewer Service Line. The Eligible Owner then contracts with the lowest bidder for the repair. The Program Administrator may determine if a repair is an emergency and in so doing waive the bidding requirements.~~

~~G. Other Program Requirements.~~

~~1. Repairs To City Streets.~~ If a repair to a Lateral Sewer Service Line necessitates cutting into a City street, any bid obtained, or work contracted, by an Eligible Owner shall provide for the owner's contractor to cut and repair the City street right-of-way subject to obtaining an excavation permit from the City, providing twenty-four-hour notice to coordinate City inspection(s), and performing the work in accordance with Twin Oaks, St. Louis County and the Metropolitan St. Louis Sewer District's District (MSD) requirements, specifications, and details. The Program will assume responsibility for the inspection and cost of any repairs to City streets made in relation to an eligible repair to ensure consistent and complete repair according to St. Louis County and the Metropolitan St. Louis Sewer District's MSD requirements, specifications, and details for excavation, backfill, and pavement repair. The Program shall use the Program fund for the costs of the street repairs necessitated by the repair of a Lateral Sewer Service Line.

~~2. Permits Required.~~ The Eligible Owner or his/her contractor shall obtain any and all necessary permits. The work must be performed in compliance with applicable codes.

~~3. No Warranty Or Guarantee.~~ The Program makes no warranty for, makes no guarantee regarding and has no obligation or responsibility for the performance of the Eligible Owner's contractor. The Program shall have no responsibility for any damage caused to the Eligible Owner's property because of sewer line defects or defective repair work.

~~F. Clean Before Repair. Eligible Owners who do not go through the Pre-Approved Diagnostic~~

~~Reimbursement process before inquiring with the Program Administrator about eligibility for repair reimbursement, must attempt to clean out the Lateral Sewer Service Line by engaging a licensed plumber or sewer cleaning service and a video of the Lateral Sewer Service Line must be obtained and provided to the Program Administrator.~~

~~G. Review Of Video. Upon receipt of the video of the line, the Program Administrator will review the footage. If it is found that there is no break and the sewer was simply clogged by materials, the cost of cleaning and opening the Lateral Sewer Service Line shall be the responsibility of the applicant. If the Lateral Sewer Service Line is found to be in need of repair, and therefore eligible for reimbursement, the Program will pay the cost for the cleaning as part of the total Reimbursable Amount.~~

H. Program Amendments. The program may be amended only by an ordinance adopted by the Board of Aldermen. The Program Administrator shall prepare and submit to the Board of Aldermen a brief written review of the program's operation at least annually and may propose amendments at that time or at any other time determined necessary for the efficient conduct of the program.

Section 520.030 Schedule Of Fees.

[R.O. 2016 § 520.030; R.O. 2011 § 525.030; Ord. No. 292 § 1, 5-6-2009; Ord. No. 18-36, 12-5-2018; Ord. No. 19-17, 9-18-2019]

Pursuant to Section 249.422, RSMo., and as approved by the voters of Twin Oaks, a maximum charge of twenty-eight dollars (\$28.00) shall be assessed annually on residential property for each lateral sewer service line serving six (6) or less dwelling units on that property and condominiums that have six (6) or less condominium units per building and any condominium responsible for its own individual lateral sewer line to provide funds to pay certain costs of repairs of defective lateral sewer service lines for those dwelling units. If a payment is not received by the date indicated in such assessment, a late fee of one percent (1%) is assessed monthly.

Section 520.040 Violations And Penalties.

[R.O. 2016 § 520.040; R.O. 2011 § 525.040; Ord. No. 292 § 1, 5-6-2009; Ord. No. 18-36, 12-5-2018; Ord. No. 19-17, 9-18-2019]

Any person violating any of the provisions of this Chapter shall be deemed guilty of an ordinance violation and subject to penalty according to the general penalty provisions set forth in Section **100.220** of this Municipal Code of Twin Oaks.

RESOLUTION NO. 2022-01

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH CROWDER CONSTRUCTION, INC., FOR THE
ADDITION OF COMPOST AND TOPSOIL TO GARDEN BEDS LOCATED AT
THE INTERSECTION OF BIG BEND ROAD AND HIGHWAY 141.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with Crowder Construction, Inc., for services relating to the addition of 12 cubic yards of compost and topsoil to the garden beds on the Big Bend Road bridge over Highway 141 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 5th DAY OF JANUARY 2022, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

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 **Crowder Construction, Inc.**, a Missouri corporation, hereinafter referred to as “Contractor,” with a business mailing address of 28 Front St., Valley Park, MO 63088.

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

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

I. SCOPE OF SERVICES

Contractor’s services are necessary for the following Project of City: *Addition of Compost and Topsoil to Garden Beds Located at the Intersection of Big Bend Road and Highway 141.*

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 specific area to be graded will be marked by the City and the manner of this marking will be described to the contractor.

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. SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

The City and the Contractor understand that in the course of the Work, the Contractor may be required to close a lane of traffic on or near the intersection of Big Bend Road and Highway 141. The Contractor’s Work must be scheduled and accomplished in stages such that thru traffic is maintained during the Work. It shall be the Contractor’s responsibility to provide a traffic way that is usable in all weather conditions.

When it is necessary to close a lane of traffic, the Contractor agrees that it will be the responsibility of the Contractor to provide all necessary traffic control and safety barriers, signage, lane markers, and all other equipment that may be necessary to assure safe and least restrictive lane closure. At all times until the City’s final acceptance of the Work, the Contractor shall provide and maintain such necessary traffic control and safety barriers, signage, lane markers, and all other equipment necessary to assure safe and least restrictive lane closure and provide watchmen and flaggers as may be necessary to properly protect the Work and provide for safe and convenient public travel. No additional payment shall be made for all necessary traffic control and safety barriers, signage, lane markers, and all other equipment that may be necessary to assure safe and least restrictive lane closure necessary to maintain traffic and to protect the Work and the public and all labor, equipment, and material necessary to accomplish this task shall be considered incidental.

Any injury to person or property due to the Contractor's failure to adequately provide all necessary traffic control and safety barriers, signage, lane markers, and other necessary equipment—including, but not limited to, injury to the public, injury to the Contractor's or the City's employees, or damage to property—will be the sole responsibility of the Contractor and Contractor expressly holds City harmless and agrees to indemnify the City as set forth in the City's General Conditions which are attached and incorporated herein by reference. The Contractor's failure to adequately provide all necessary traffic control and safety barriers, signage, lane markers, and other necessary equipment indicating closure of a lane on Big Bend Road east or west of its intersection with Highway 141 shall be a material breach of this Contract.

II. COMPENSATION

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

Due at the City's final acceptance of the Work: \$1,860.00

III. TIME AND MANNER OF PAYMENTS

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

IV. CONTRACT SCHEDULE

Time is of the essence. The Work shall be commenced on _____ and shall be completed in a reasonable manner no later than _____. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$50.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

CROWDER CONSTRUCTION, INC

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
Proposal



28 Front St., Valley Park, MO 63088
636-861-9095
www.CrowderConstruction.net

December 6, 2021

Mr. John Williams
City of Twin Oaks
1381 Big Bend Road
Twin Oaks MO 63021

Estimate to add 12 cubic yards of "Garden Mix" soil (compost and topsoil) to the bed areas at the Big Bend bridge over Highway 141. This assumes a 3" addition to the bed areas.

Project total.....\$1,860.00

Hope we may be of service!

Retaining wall design, engineering & construction ♦ Natural stone & boulder work ♦ Concrete driveways, patios & walks ♦ Stamped & dyed concrete ♦ Mortared flagstone & pavers ♦ Storm water control & creek bank stabilization ♦ Drainage systems & erosion control ♦ Lighting systems

LIKE us on Facebook

Member BBB with A+ rating ♦ 40 years' experience in landscape construction ♦ Fully insured!

**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.

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

December 30, 2021

General Updates

Ace Hardware

- Advised Ace Hardware of the need for a Conditional Use Permit for the outdoor storage. Received permit application on Dec. 17. Waiting for responses to development plan review comments before adding to P&Z agenda.

2022 Twin Oaks Calendar

- Printed calendars have been delivered to the City Office. They will be distributed the week of Jan. 3.

2022 Municipal Election

- Candidate filing for the April 5, 2022 election closed on Dec. 28, 2021. Three candidates have filed to run for the two open spots on the Board of Aldermen. The candidate and ballot certifications are due to the St. Louis County Board of Elections by Jan. 25.
- The ballot proposition for the use tax approval will be submitted to the Board of Elections as Proposition U.

COVID Return-to-Work Policy

- The City has updated its policy for when employees may return to work following a COVID exposure or a confirmed positive test based on the latest CDC guidance. A copy of this policy has been distributed to City employees and elected officials.

Project Updates

ROW Permits

- The City received an influx of Right-of-Way permits toward the end of the year. In each case, the submitted plans and documentation were forwarded to the City Engineer for review. Staff also consulted with the City Attorney on the process for handling such permits and issues with applicants submitting incomplete permits. As a result, the City will be making several changes to the permit form, and staff now have a better understanding of how to properly vet applications.

Sunrise Telecom ROW Permit

- A contractor working on behalf of AT&T has submitted a permit to install new fiber optic line throughout the City. This permit has undergone several rounds of review due to the extensive nature of the work, and will involve excavation in the ROW and utility easements on residential properties. As such, we anticipate the work will cause some disruption. Staff will work with the contractor to make sure we can get advanced notice and information out to residents before the project begins.
- Final approval is still pending for this permit, as the contractor has submitted additional information at the City's request that is currently being reviewed by BFA.

- The contractor for this work appears to have submitted similar applications to potentially dozens of cities in St. Louis County and has had difficulty coordinating all the permit applications. As such, they sent utility locate crews out to mark City streets in mid-December despite not having received approval. Staff took prompt action when we were alerted to this issue and notified the contractor that permit approval is required before any work can begin.

OJ Laughlin and Collins & Hermann ROW Permits

- Contractors working for Ameren and Missouri American Water have submitted permits for work on Crescent Avenue to connect the respective utilities to the new Valley Park FPD fire station. They are currently under review by BFA.

Tree Removal in Twin Oaks Park

- A large Box Elder tree in the southern end of Twin Oaks Park was removed on Wednesday, Dec 29.

Streetlight Replacement

- Ameren recently replaced the bulbs in several street lights that had gone out in various locations throughout the City. Please let me know if there are any additional outages that still need to be addressed.