

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, JANUARY 17, 2024, 7:00 p.m.**

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 Meeting Minutes from January 3, 2024
 - b) Bills List from December 30, 2023 to January 12, 2024
 - c) Credit Card List from December 1 to December 31, 2023
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Financial Statements – Dave Watson
 - b) Biannual Statement – Dave Watson
 - c) Park Committee – Joe Krewson
- 7) CITIZEN COMMENT
- 8) NEW BUSINESS
 - a) **Resolution No. 2024-02:** A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR CERTAIN PROPERTY INTERESTS ASSOCIATED WITH THE CRESCENT AVENUE PROJECT
 - b) **Resolution No. 2024-03:** A RESOLUTION APPROVING A DONATION AGREEMENT FOR, AND ACCEPTING CERTAIN PROPERTY INTERESTS ASSOCIATED WITH, THE CRESCENT AVENUE PROJECT
- 9) DISCUSSION ITEMS
 - a) City Clerk/Administrator Job Posting
 - b) Town Hall Lighting
- 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 15, 2024, 10 a.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 JANUARY 3, 2024**

Mayor Russ Fortune called the meeting of the Twin Oaks Board of Aldermen to order at 7:00 p.m. 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/Administrator
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 for a motion to approve of the Agenda. Alderman Dennis Whitmore so motioned, seconded by Alderman April Milne. The motion passed by a unanimous voice vote.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of Regular Meeting Minutes from December 6, 2023; Work Session Minutes from December 6, 2023; Bills List from December 2 to December 29, 2023; and the Credit Card List from November 1 to November 30, 2023. With no questions or comments Alderman Lisa Eisenhauer motioned to approve the consent agenda, seconded by Alderman Whitmore. The motion passed by a unanimous voice vote.

REPORT OF COMMITTEES/COMMISSION/CONTRACTORS

Police Report: Officer John Wehner summarized the police activity for the month of December and included a summary of radio calls, written reports, traffic stops, crimes and auto accidents. He also presented an annual report summarizing crime trends for the past five years.

Citizen Comments

There were no citizen comments.

New Business

Resolution No. 2024-01: A Resolution of the Twin Oaks Board of Aldermen Approving an Agreement with Brain Mill Inc. for Purchasing Two (2) Dell Optiplex 7000 7010 Desk Top Computers. City Clerk/Administrator Frank Johnson read Resolution No. 2024-01. Alderman Milne motioned to approve Resolution 2024-01, seconded by Alderman Whitmore. Resolution No. 2024-01 passed by a vote of four yes and zero no.

Planning and Zoning Commission Appointment: Mayor Russ Fortune stated that the City had received an application to serve on the Planning and Zoning Commission from resident Alex Chereji, 3 Golden Oak Court. City Clerk/Administrator Johnson noted that the City has had a vacancy on the Commission for more than a year. Alderman Eisenhower motioned to approve the appointment, seconded by April Milne. The motion passed by a vote of four yes and zero no.

DISCUSSION ITEMS

Boundary Commission 5-Year Planning Cycle: City Clerk/Administrator Johnson informed the Board that the St. Louis County Boundary Commission is starting a new five-year planning cycle. He explained that as part of this process, municipalities must submit a map of any potential annexation they may wish to pursue during the next five years. He stated that in the past, the City has opted to submit an annexation plan for an unincorporated area of St. Louis County west of the current city limits to Hannah Road. After brief discussion, the Board instructed him to re-submit the same annexation map for the upcoming planning cycle.

Speed Radar Data: City Clerk/Administrator Johnson presented data from the speed radar signs on Boly Lane, Autumn Leaf Drive and Crescent Avenue taken from a week-long period in August of 2023. Alderman Milne asked for clarification on the horizontal axis on the charts for Boly Lane and Autumn Leaf Drive, noting that they appeared to show the data was only collected for a 12-hour period. City Clerk/Administrator Johnson responded that he believed the data was for a 24-hour period and that the axis was incorrectly labelled, and he apologized to the Board for the confusion. He stated that the report appears to show that incidents of extreme speeding on Crescent Avenue have decreased since the last time the data was analyzed in 2022. Alderman Eisenhower requested that the City take advantage of plans to upgrade the current signs with newer models in order to collect the speed data on a more frequent and consistent basis.

ATTORNEY'S REPORT

No Attorney report at this time.

CITY CLERK'S REPORT

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He informed the Board that the City has received ROW agreements from three of the four property owners involved with the Crescent Avenue Improvement Project and expects to have the fourth and final agreement soon. He also informed the Board that he had solicited several bids for installing permanent LED lighting on the Town Hall Building, which had come in at \$12,000-\$15,000. After brief discussion, the Board agreed to not pursue installing the permanent lighting at this time.

MAYOR & ALDERMEN COMMENTS

Mayor Russ Fortune reported that the Municipal League’s Legislative Conference is coming up in the spring and that he will be attending.

Alderman Whitmore updated the Board on his ongoing efforts to have the US Bank and CVS signs on the Schnuck’s building properly light at night. He also requested that the City send out a thank you to residents for participating in the holiday lighting contest.

FINAL CITIZEN COMMENTS

No citizen comments.

ADJOURNMENT

There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Milne so motioned, seconded by Alderman Whitmore and the regular meeting was adjourned at xxx p.m.

Drafted By: _____
Frank Johnson
City Clerk/Administrator

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

City of Twin Oaks							
Bills and Applied Payments							
December 30, 2023 to January 12, 2024							
Check No.	Billing Name	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12805	St Louis County Public Works	12/24/2023	occupancy inspections for apt 306, 431, 536, 252, 1319 Woodland Oaks Dr & 1423 AL	T1224230005 5002	\$491.00	\$491.00	1/17/2024
12806	Matthew and Amanda Colvin	12/29/2023	Permanent easement acquisition		\$15,257.00	\$15,257.00	1/17/2024
12807	MOCCFOA	1/3/2024	January membership luncheon		\$20.00	\$20.00	1/27/2024
12808	SCE INC	12/28/2023	Bridge Removal and Replacement	4310830	\$85,145.57	\$85,145.57	1/17/2024
12809	The Pump Shop	11/25/2023	Creek Bridge pump repair	W03521	\$2,164.79	\$2,164.79	1/17/2024
12810	SLACMA	1/8/2024	January membership luncheon		\$15.00	\$15.00	1/17/2024
12811	Engelmeyer & Pezzani, LLC	1/2/2024	prosecutor assistatntn duties	4152	\$123.00	\$123.00	1/17/2024
12812	Siren	1/5/2024	annual software subscription	TO-010124007	\$1,500.00	\$1,500.00	1/17/2024
12813	The Brain Mill	1/8/2024	purchase of 2 dell computers	220910	\$2,102.90	\$2,102.90	1/17/2024
12814	Marco	12/21/2023	contract rate for 12-25- to 1-24-24	11984814	\$74.08	\$74.08	1/17/2024
12815	St Louis County Treasure	1/2/2024	police service for January 2024	153236	\$12,561.51	\$12,561.51	1/17/2024
12816	Harveys	12/31/2023	park clean up on 12-7-23	31539	\$865.20	\$865.20	1/17/2024
12817	Gateway Disposal, LLC	12/31/2023	monthly trash removal charges for COTO	3CX00060	\$5,250.00	\$5,250.00	1/17/2024
12818	Another Wild Goose Chase	1/1/2024	5 week property inspection	2584	\$800.00	\$800.00	1/17/2024
12819	Cunningham, Vogel & Rost	12/31/2023	Retainer/Basic Services for December	68768	\$403.00		
		12/31/2023	Other Legal Services for December	68767	\$414.00	\$817.00	1/17/2024
12820	BFA	12/31/2023	Crescent Avenue Improvement Project - utility coordination and plan updates	20130	\$3,391.78		
		12/31/2023	Crescent Avenue Improvement Project - Stormwater plans	20131	\$2,075.00		
		12/31/2023	Boly Lane Entrance Project - design and meeting prep	20132	\$1,121.78	\$6,588.56	1/17/2024
	Crowder	1/10/2024	Salting events on 1/6 and 1/8	6317	\$3,180.00	\$3,180.00	1/17/2024
Autopay	Spire	12/22/2023	monthly charge fro 50 Crescent	297090361	\$152.05	\$152.05	1/8/2024
Autopay	Spire	12/22/2023	monthly charge for Town Hall	8628323056	\$236.53	\$236.53	1/2/2024
Autopay	Missouri Water	12/27/2023	monthly charges for fire service	8944	\$3.26	\$3.26	1/18/2024
Autopay	Missouri Water	12/27/2023	monthly charges for park	8845	\$58.02	\$58.02	1/18/2024
Autopay	Missouri Water	1/3/2024	monthly charges for 141/Big Bend irrigation	5681	\$59.24	\$59.24	1/25/2024
Autopay	Missouri Water	1/3/2024	monthly charges firepark	9022	\$32.93	\$32.93	1/25/2024
Autopay		1/5/2024	monthly charges for City Hall	1219399-1	\$51.49	\$51.49	1/25/2024
Autopay							
Autopay							
Autopay							
Autopay							
Autopay							
Autopay							
Autopay							
Autopay							
Autopay							
					\$137,549.13	\$137,549.13	
			Alderman				
			Alderman				

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13A/Crescent Ave/Sidewalk Project

Invoice Date:	Invoice #:
12/31/2023	20130

Item	Description	Date	Hours/Qty	Rate	Amount
AJR/Draft	140 Crescent: Cost Estimate Irrigation (0.75); Workshop: Gather Documents, Cost Estimate Update (3)	11/29/2023	3.75	100.00	375.00
AJR/Draft	Workshop: Utility Summary (0.75), Cost Estimate, (1); Easment Summary (1)	12/1/2023	2.75	100.00	275.00
TSD/PM	Workshop: prep for meeting	12/4/2023	0.5	120.00	60.00
AJR/Draft	Workshop: Email to Frank, Review with TSD Meeting Prep, Cost estimate MUs, Utility Summary attachments	12/4/2023	1.25	100.00	125.00
TSD/PM	Workshop: review docs (0.25); PM: email budget tracker (0.25)	12/5/2023	0.5	120.00	60.00
AJR/Draft	Workshop: Utility Summary, Easment Summary, Printing	12/5/2023	2.75	100.00	275.00
TSD/PM	Workshop Update (0.75); Half Travel (0.75)	12/6/2023	1.5	120.00	180.00
AJR/Draft	Crescent Ave: Prep for meeting with Frank, Workshop; Travel	12/6/2023	1	100.00	100.00
Mileage	Meeting	12/6/2023	33	0.66	21.78
TSD/PM	PM: Review project	12/8/2023	0.25	120.00	30.00
TSD/PM	Review and assign tasks: Easements, MSD, Utilities	12/11/2023	0.75	120.00	90.00
AJR/Draft	Utility Coordination: Emails for Ameren and Spire (0.5), Ameren and Spire Relocation information in Design Base (1.75); 140 Crescent Ave: Irrigation Email (0.5)	12/14/2023	2.75	100.00	275.00
AJR/Draft	MAW: Email RE: OTB (0.25); MSD: Review #1 Comments MUs (1); Utility Coordination: Spire, Ameren, Meeting with TSD RE: Tasks (2.25)	12/19/2023	3.5	100.00	350.00
TSD/PM	Utilities: discuss MAW, Ameren, Gas with AJR	12/19/2023	0.75	120.00	90.00
AJR/Draft	Utility Coordination: Spire, MAW, City emails, (2.75); MAW: LTU Email For Paul(0.25); MSD: Meeting with TSD Review MU Questions, GR, SSPP, and Storm Report MUs (0.5); Plan Sheets: Update Ameren Notes, SUP Relocation Note (0.75)	12/20/2023	4.25	100.00	425.00
TSD/PM	Discuss MOAW L2U with AJR	12/20/2023	0.5	120.00	60.00
AJR/Draft	MAW: L2U Paul Request	12/21/2023	0.25	100.00	25.00
TSD/PM	Review utilities GC note, Ameren Email, L2U emails	12/21/2023	1.25	120.00	150.00
AJR/Draft	Utility Coordination: Spire emails	12/22/2023	0.25	100.00	25.00
AJR/Draft	Plan Sheets: Utility Notes (0.25); MSD: LOD Update, Differential Runoff Calc (2.5); P&P(0.25)	12/27/2023	3	100.00	300.00
AJR/Draft	Utility Coordination: Timeline	12/28/2023	1	100.00	100.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.

Amount Due This Invoice

\$3,391.78

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13D/Twin Oaks, MO/Stormwater

Invoice Date:	Invoice #:
12/31/2023	20131

Item	Description	Date	Hours/Qty	Rate	Amount
TSD/PM	Go over MSD comments, email Frank	11/27/2023	1	120.00	120.00
AJR/Draft	MSD: Review Comments, Discuss with TSD, Email to MSD for Meeting	11/27/2023	1.25	100.00	125.00
TSD/PM	MSD: Tcon with MSD, Go over MSD easement, Discuss with Frank	11/28/2023	1.75	120.00	210.00
AJR/Draft	MSD: Discuss Comments with TSD (0.25), Meeting with Frank & TSD RE: MSD comments and Workshop Meeting (0.75);	11/28/2023	1	100.00	100.00
AJR/Draft	MSD: Title Block, Meeting Notes in ClickUp (0.25) Work on Review Comments Set 1 (1.5); Utility Coordination: Emails, Follow-ups, Charter, MAW, Spire(1.75)	12/11/2023	3.5	100.00	350.00
TSD/PM	MSD: review grading plan	12/15/2023	0.25	120.00	30.00
AJR/Draft	MSD: Pipe Network updates(3.5), Easement Document (0.5)	12/15/2023	4	100.00	400.00
AJR/Draft	MSD: First Review Comments (5)	12/18/2023	5	100.00	500.00
TSD/PM	MSD: review pipe note and stormwater report	12/18/2023	1.25	120.00	150.00
TSD/PM	MSD: go over calcs and report	12/20/2023	0.75	120.00	90.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.

Amount Due This Invoice

\$2,075.00

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-2S/Big Bend Boly Entrance

Invoice Date:	Invoice #:
12/31/2023	20132

Item	Description	Date	Hours/Qty	Rate	Amount
TSD/PM	Set up meeting to go over plans	11/27/2023	0.25	120.00	30.00
TSD/PM	Zoom Call with Frank, Assign tasks	11/28/2023	0.75	120.00	90.00
AJR/Draft	Meeting RE: design with Frank & TSD	11/28/2023	0.25	100.00	25.00
TSD/PM	Assign tasks	11/30/2023	0.25	120.00	30.00
TSD/PM	Workshop: print plans and prep	12/5/2023	0.75	120.00	90.00
TSD/PM	Workshop RE: prel plans (0.25); Half Travel (0.75)	12/6/2023	1	120.00	120.00
AJR/Draft	Boly Entrance: Workshop, Travel	12/6/2023	0.5	100.00	50.00
Mileage	Workshop	12/6/2023	33	0.66	21.78
TSD/PM	PM: Review project	12/8/2023	0.25	120.00	30.00
TSD/PM	Review plans; Review and Assign tasks from meeting	12/11/2023	0.5	120.00	60.00
AJR/Draft	Workshop: Meeting Notes in ClickUp	12/11/2023	0.25	100.00	25.00
TSD/PM	PM: Review project	12/14/2023	0.25	120.00	30.00
AJR/Draft	Preliminary Plans: SUP MUs (2.75)	12/15/2023	2.5	100.00	250.00
TSD/PM	Review Site Plan	12/19/2023	0.5	120.00	60.00
TSD/PM	Go over striping design with AJR	12/20/2023	0.25	120.00	30.00
AJR/Draft	Plans: Meeting with TSD RE: MUs; Working on MUs	12/28/2023	1.5	100.00	150.00
TSD/PM	Go over project with AJR	12/28/2023	0.25	120.00	30.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.

Amount Due This Invoice

\$1,121.78

Account Information

Billing Cycle	12/31/2023
Days In Billing Cycle	31
Previous Balance	\$4,726.22
Purchases	+ \$6,903.08
Cash	+ \$0.00
Balance Transfers	+ \$0.00
Special	+ \$0.00
Credits	- \$701.81-
Payments	- \$4,726.22-
Other Charges	+ \$0.00
Finance Charges	+ \$0.00
NEW BALANCE	\$6,201.27

Account Information

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

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

Account Information

NEW BALANCE	\$8,201.27
MINIMUM PAYMENT	\$156.00
PAYMENT DUE DATE	01/25/2024

Account Information

Total Credit Line	\$10,000.00
Available Credit Line	\$3,798.73
Available Cash	\$3,798.73
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

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.

Account Activity Summary

TOTAL CORPORATE ACTIVITY				\$4,726.22-
Trans Date	Post Date	Reference Number	Transaction Description	Amount
12/25	12/25	4025119	INTERNET PMT-THANK YOU	\$4,726.22-

Account Activity Summary

FEE ACCT 00000877-010000 ####-####-####-1768	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	\$47.30-	\$0.00	\$0.00	\$47.30-

Account Activity Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
11/30	12/01		74142962311000000004240	REBATE CREDIT	\$47.30-

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

Original Date	New Payment	Back Payment Payment Due	Payment Due Date
12/31/23	\$6,201.27	\$156.00	01/25/24

AMOUNT OF PAYMENT ENCLOSED

\$ 0000.00

BL ACCT 0000877-1000000
 CITY OF TWIN OAKS
 1381 BIG BEND ROAD
 ATTN FRANK JOHNSON
 TWIN OAKS MO 63021

e-Statement

MAKE CHECK PAYABLE TO:
 ENTERPRISE BANK & TRUST
 PO BOX 6818
 CAROL STREAM IL 60197-6818

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions): The Finance Charge on purchases begins on the date the transaction posted to your account. The Finance Charge on Cash Advances begins on the date you obtained the cash advance, or the first day of the billing cycle within which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill: If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.
Please use blue or black ink to complete form

NAME CHANGE

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () -

Business Phone () -

Cell Phone () -

E-mail Address

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature

Cardholder Account Summary					
FRANK A JOHNSON ##### 3210		Payments & Other Credits \$0.00	Purchases & Other Charges \$195.74	Cash Advances \$0.00	Total Activity \$195.74

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/01	12/03	PBUS03	24692163335109329208387	INTUIT *QBooks Online CL.INTUIT.COM CA	\$90.00
12/01	12/03	PBUS03	24692163335108908162437	AMZN Mktp US*1X68Z3A93 Amzn.com/bill WA	\$63.76
12/03	12/04	PBUS03	24011343337000049624153	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$15.99
12/08	12/10	PBUS03	24793383342000714554076	Mailchimp 676-9990141 GA	\$13.00
12/12	12/13	PBUS03	24492153346719247943822	ADOBE *ACROBAT STD 408-536-6000 CA	\$12.99

Cardholder Account Summary					
PAULA DRIES ##### 7907		Payments & Other Credits \$234.51-	Purchases & Other Charges \$5,973.96	Cash Advances \$0.00	Total Activity \$5,739.45

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
11/30	12/01	PBUS03	24057813334000010900228	WIETHOP GREENHOUSES INC MANCHESTER MO	\$37.49
11/30	12/01	PBUS03	24445003335400120875120	SAMS CLUB #8182 ST. LOUIS MO	\$64.62
12/01	12/03	PBUS03	24692163335109271349270	AMZN Mktp US*G31D69B63 Amzn.com/bill WA	\$29.90
12/05	12/06	PBUS03	24492163339000038308915	SP PUBPASS HTTPSPUBPASS. MN	\$30.87
12/05	12/06	PBUS03	24445003340600104284354	SCHNUCKS TWIN OAKS BALLWIN MO	\$78.35
12/05	12/07	PBUS03	24137463340100417568907	WESTLAKE HARDWARE #170 BALLWIN MO	\$152.63
12/11	12/12	PBUS03	24943003346898000068159	COSTCO WHSE #1060 MANCHESTER MO	\$109.28
12/11	12/12	PBUS03	24445003346000790369847	DOLLAR TREE BALLWIN MO	\$63.30
12/12	12/12	PBUS03	24291283346000000275019	CARRETAS MEXICAN RESTAURA SAINT LOUIS MO	\$40.00
12/12	12/13	PBUS03	24445003347600100632815	SCHNUCKS TWIN OAKS BALLWIN MO	\$54.45
12/12	12/13	PBUS03	24231683347837000291493	PAPA MURPHY'S MO072 BALLWIN MO	\$25.00
12/13	12/14	PBUS03	24055223347063120227154	PATRIOTICBRANDS.COM 800-628-3524 NC	\$294.92
12/12	12/14	PBUS03	24323043347156500030533	THIRTEENFIFTY SIX PUBLIC BALLWIN MO	\$30.00
12/12	12/14	PBUS03	24498133347017023796869	FISH WINDOW CLEANING 636-779-1500 MO	\$150.00
12/14	12/15	PBUS03	24137463348500694089331	TST* BARTOLINO'S SOUTH ST. LOUIS MO	\$4,057.21
12/14	12/17		74137463349500946624475	CREDIT VOUCHER	\$234.51-
12/28	12/29	PBUS03	24164073362069578950665	TST* BARTOLINO'S SOUTH ST. LOUIS MO FEDEX OFFIC48900046953 BALLWIN MO	\$755.94

Cardholder Account Summary					
JOHN WILLIAMS ##### 4986		Payments & Other Credits \$420.00-	Purchases & Other Charges \$733.38	Cash Advances \$0.00	Total Activity \$313.38

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/08	12/10	PBUS03	24034543342000899407395	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$47.00
12/13	12/14	PBUS03	24692163347100404634304	LOWES #01503* BALLWIN MO	\$626.54
12/13	12/14		74692163347100404634788	CREDIT VOUCHER	\$420.00-
12/14	12/15	PBUS03	24692163348101217293576	LOWES #01503* BALLWIN MO	\$15.84
12/20	12/21	PBUS03	24034543354002311029406	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$44.00

Additional Information About Your Account
 MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.EZCARDINFO.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH EZCARDINFO. ENROLL TODAY!

Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PBUS03 001	PURCHASE	E	\$0.00	0.05134%(D)	18.7400%(V)	\$0.00	\$0.00	0.0000%	\$6,201.27
Cash									
CBUS01 001	CASH	A	\$0.00	0.07874%(D)	28.7400%(V)	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 31		
** Includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									



FINANCIAL REPORT

YEAR ENDED, DECEMBER 31, 2023

**CITY OF TWIN OAKS
COMBINED BALANCE SHEET
December 31, 2023**

<u>Assets</u>	
Cash	\$ 1,974,524
Other current assets	404,730
Lease receivable	369,100
TOTAL ASSETS	2,748,354
<u>Liabilities</u>	
Payables and deferred	156,471
Lease related	359,250
TOTAL LIABILITIES	515,721
<u>Fund Balances</u>	
Sewer Lateral	49,852
Capital Improvements	805,746
Road	4,503
Park/Stormwater	424,499
General	948,033
TOTAL FUND BALANCES	2,232,633
 TOTAL LIABILITIES AND FUND BALANCES	 2,748,354

CITY OF TWIN OAKS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED, DECEMBER 31, 2023

	<u>Sewer</u>	<u>Cap Impr</u>	<u>Road</u>	<u>Park/Strm</u>	<u>General</u>	<u>Total-All Funds</u>		<u>Percent Change</u>
						<u>2023</u>	<u>2022</u>	
<u>REVENUES</u>								
Sales taxes	\$ -	\$ 330,987	\$ -	\$ 389,397	\$ 691,620	\$ 1,412,005	\$ 1,249,621	13.0%
Property tax	-	-	-	-	48,882	48,882	45,324	7.9%
Intergovernmental taxes	-	-	48,322	-	10,194	58,516	88,646	-34.0%
Licenses, permits, fees	4,602	-	-	-	140,754	145,355	118,265	22.9%
Municipal Court	-	-	-	-	2,481	2,481	-	
Miscellaneous	-	4,195	-	3,170	2,771	10,136	835	1113.9%
Investment income	405	-	-	-	23,395	23,800	19,730	20.6%
Total	5,007	335,182	48,322	392,567	920,097	1,701,176	1,522,421	11.7%
<u>EXPENDITURES</u>								
Court	-	-	-	-	8,306	8,306		
Personnel services	-	-	55,583	37,416	174,308	267,307	255,202	4.7%
Administrative	-	-	-	-	120,903	120,903	121,476	-0.5%
Operating	2,963	-	61,095	88,022	94,706	246,785	280,862	-12.1%
Contractual	-	-	-	-	63,573	63,573	70,398	-9.7%
Police	-	-	-	-	146,757	146,757	142,167	3.2%
Maintenance and repair	-	-	18,877	33,820	-	52,697	62,812	-16.1%
Debt service	-	142,786	-	-	-	142,786	142,786	0.0%
Capital Imp-Stormwater	-	-	-	39,758	-	39,758	1,700	
Capital Imp-Pond Bridge	-	-	-	95,146	-	95,146	50,809	
Capital improvement-Road	-	-	141,820	-	-	141,820	126,291	12.3%
Total	2,963	142,786	277,375	294,161	608,554	1,325,838	1,254,503	5.7%
Excess (deficiency) of revenues over (under) expenditures	2,044	192,396	(229,053)	98,406	311,543	375,337		
<u>Other Sources (Uses)</u>								
Transfers In	-	142,900	230,000	-		372,900		
Transfers (Out)	-	(230,000)	-	(57,200)	(85,700)	(372,900)		
Change in Fund Balance	2,044	105,296	947	41,206	225,843	375,337		
Fund Balance 1/1/2023	47,808	700,450	3,556	383,293	722,190	1,857,297		
Fund Balance 12/31/2023	\$ 49,852	\$ 805,746	\$ 4,503	\$ 424,499	\$ 948,033	\$ 2,232,634		

**CITY OF TWIN OAKS
SALES AND USE TAX REVENUES
YEARS ENDED DECEMBER 31**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Sales Tax (1%)	268,144	338,915	290,549	334,827	416,678	441,557
		26.39%	-14.27%	15.24%	24.45%	5.97%
Local Option (.25 %)	126,808	125,405	112,473	123,834	145,676	158,684
		-1.11%	-10.31%	10.10%	17.64%	8.93%
STL County Public Safety (Prop P)	21,352	21,793	20,160	22,772	26,174	37,677
		2.07%	-7.49%	12.96%	14.94%	43.95%
Use Tax	-	-	-	-	21,774	53,703
						146.64%
TOTAL GENERAL FUND	416,304	486,113	423,182	481,433	610,302	691,621
		16.77%	-12.95%	13.76%	26.77%	13.32%
Stormwater/Parks Sales Tax 1/2 cent	255,696	290,573	254,988	301,410	345,567	389,397
		13.64%	-12.25%	18.21%	14.65%	12.68%
Cap Impr Sales Tax (.50%)	217,342	246,985	224,340	248,598	293,752	330,987
		13.64%	-9.17%	10.81%	18.16%	12.68%
TOTAL-ALL FUNDS	889,342	1,023,671	902,510	1,031,441	1,249,621	1,412,005
		15.10%	-11.84%	14.29%	21.15%	12.99%

Note: 2018-2022 reflect final audited amounts; 2023 amounts will be adjusted when final distributions are known.

CITY OF TWIN OAKS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET - FISCAL YEAR 2023

	<u>Sewer</u>	<u>Cap Imprv</u>	<u>Road</u>	<u>Park/ Stormwater</u>	<u>General</u>	Total-All Funds		Actual as % of Budget
						BUDGET 2023	ACTUAL 2023	
<u>REVENUES</u>								
Sales taxes	\$ -	\$ 283,000	\$ -	\$ 332,900	\$ 585,200	\$ 1,201,100	\$ 1,412,005	117.6%
Property tax	-	-	-	-	40,500	40,500	48,882	120.7%
Intergovernmental taxes	-	-	26,400	-	14,700	41,100	58,516	142.4%
Licenses, permits, fees	3,900	-	-	3,200	119,800	126,900	145,355	114.5%
Municipal Court	-	-	-	-	-	-	2,481	
Miscellaneous	-	-	-	100	800	900	10,136	1126.3%
Investment income	100	1,100	-	800	900	2,900	23,800	820.7%
Total	4,000	284,100	26,400	337,000	761,900	1,413,400	1,701,176	120.4%
<u>EXPENDITURES</u>								
Court	-	-	-	-	7,200	7,200	8,306	115.4%
Personnel services	-	-	58,600	39,600	187,400	285,600	267,307	93.6%
Administrative	-	-	-	-	117,600	117,600	120,903	102.8%
Operating	4,000	-	94,900	95,100	85,500	279,500	246,785	88.3%
Contractual	-	-	-	-	70,000	70,000	63,573	90.8%
Police	-	-	-	-	148,200	148,200	146,757	99.0%
Maintenance and repair	-	-	18,500	40,100	-	58,600	52,697	89.9%
Debt service	-	142,900	-	-	-	142,900	142,786	99.9%
Capital Imp-Stormwater	-	-	-	2,500	-	2,500	39,758	1590.3%
Capital Imp-Pond Bridge	-	-	-	88,000	-	88,000	95,146	108.1%
Capital improvement-Road	-	-	460,600	-	-	460,600	141,820	30.8%
Total	4,000	142,900	632,600	265,300	615,900	1,660,700	1,325,838	79.8%
Excess (deficiency) of revenues over (under) expenditures	-	141,200	(606,200)	71,700	146,000	(247,300)	375,337	
<u>Other Sources (Uses)</u>								
Transfers In	-	142,900	606,200	-	-	749,100	-	
Transfers (Out)	-	(606,200)	-	(57,200)	(85,700)	(749,100)	-	
Change in Fund Balance	-	(322,100)	-	14,500	60,300	(247,300)	375,337	622,637
Fund Balance 1/1/2023	47,808	700,450	3,556	383,293	722,190	1,857,297	-	
Fund Balance 12/31/2023	\$ 47,808	\$ 378,350	\$ 3,556	\$ 397,793	\$ 782,490	\$ 1,609,997	-	

David V. Watson
2446 Driftwood Lane
Saint Louis, Missouri 63146
Phone: (314) 608-6144
Email: dave63146@yahoo.com

January 11, 2024

Frank Johnson, City Administrator/City Clerk
City of Twin Oaks
1381 Big Bend Road
Twin Oaks, MO 63021

Subject:
Semi Annual Report on Revenues, Expenditures and Debt, December 2023

Dear Mr. Johnson,

Pursuant to City Code 110.100 and Missouri Statute 79.160 the following is submitted:

For the six months, July 1 through December 31, 2023:

<i>Revenues</i>	<i>\$830,163</i>
<i>Expenditures</i>	<i>755,060</i>

Long-Term Indebtedness at December 31, 2023:

Certificates of Participation Series 2017 (City Hall) \$1,020,451

Respectfully,

David Watson

**A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR CERTAIN
PROPERTY INTERESTS ASSOCIATED WITH THE CRESCENT AVENUE
PROJECT**

**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 the Purchase Agreement attached as Exhibit A hereto and incorporated herein by reference and authorizes the Mayor to execute the Purchase Agreement on behalf of the City.

Section 2. The Board of Aldermen accepts the General Warranty Deed executed by the Sellers and attached as Exhibit 1 to the Purchase Agreement and the Mayor is authorized to execute the Deed on behalf of the City showing acceptance thereof.

Section 3. 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 17th DAY OF JANUARY 2024,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit A

Purchase Agreement for Property Interests at 98 Crescent Avenue

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made and entered into effective as of the 29th day of DECEMBER 2023, by and between **Matthew Colvin and Amanda Colvin**, husband and wife, whose address is 98 Crescent Avenue, Twin Oaks, Missouri 63088 ("**Sellers**") and the **City of Twin Oaks, Missouri**, a city of the fourth class and a Missouri municipal corporation, with an address at 1381 Big Bend Road, Twin Oaks, Missouri 63021 ("**City**").

WITNESSETH:

WHEREAS, Sellers are the owners of certain real property known and numbered as 98 Crescent Avenue (Parcel ID # 25Q520086) (the "**Colvin Property**"); and

WHEREAS, City is undertaking a public works project to add a sidewalk, stormwater enhancements, and other improvements to and along Crescent Avenue from Golden Oak Court to the Twin Oaks city limit (the "**Project**") and is in need of additional right-of-way and certain permanent and temporary easements for stormwater improvements, future sidewalk maintenance, construction space, and other associated improvements; and

WHEREAS, because the Project necessitates the removal of seven (7) existing trees and one (1) shrub (the "**Trees**") from the Sellers' property as shown on the "Tree Exhibit" attached as Exhibit C (hereinafter referred to collectively as the "**Crescent Avenue Trees**"), and because the Sellers and the City recognize the beauty and environmental benefit that the Trees and its canopy provides, as part of this Agreement, the City has agreed to pay for the loss of the trees which would allow Sellers to plant replacement trees in the future if desired; and

WHEREAS, there is also a 26-inch caliper tree on the Colvin Property located in the temporary construction easement for the Project where it borders Crescent Road (as shown as TR on the Tree Exhibit) which may be impacted by the Project for which Seller desires to be compensated and for which the City is willing to compensate Seller even though the tree will not be removed as part of the Project to avoid future disputes (hereinafter referred to as the "**Crescent Road Tree**"); and

WHEREAS, the City, as a fourth class city organized and operated pursuant to Chapter 79 of the Revised Statutes of Missouri (RSMo.), has authority under Sections 88.667 and 88.844 RSMo., as amended, inter alia, to condemn land and interests in land for public use and to provide for the public safety and welfare; and

WHEREAS, Sellers desire to sell to City and City desires to purchase from Sellers certain portions of and property interests in the Colvin Property, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Property.** Subject to the terms and conditions of this Agreement, Sellers hereby agree to sell to City, and City hereby agrees to purchase from Sellers, the permanent easement legally described in Exhibit A (the "**Permanent Easement**") to the form of Warranty Deed attached hereto as Exhibit 1 (the "**Warranty Deed**"), together with a temporary construction easement legally described in Exhibit B (the "**Temporary Easement**") to the Warranty Deed, all of which property interests are located in the City of Twin Oaks, St. Louis County, State of Missouri and are part of the Colvin Property. The Permanent and Temporary Easements are collectively referred to herein as the "**Property Interests**."

2. **Purchase Price.** The Purchase Price to be paid to Sellers for the Permanent and Temporary Easement shall be **Fifteen Thousand Two Hundred Fifty-Seven and 00/100 Dollars (\$15,257.00)** (the "**Purchase Price**"). Sellers acknowledge and agree that in addition to compensation for the Property Interests, the Purchase Price includes compensation for the removal of the Crescent Avenue Trees and compensation for the Crescent Road Tree which the Sellers believe will be harmed by the Project and for which the City agrees to compensate Sellers to avoid future dispute, as set forth below:

Size / Type	Location	#	\$ Each	\$ Total
10" Tree	Front	1	\$ 1,000	\$ 1,000
12" Tree	Front	3	\$ 1,200	\$ 3,600
15" Tree	Front	1	\$ 1,500	\$ 1,500
18" Tree	Front	1	\$ 1,800	\$ 1,800
24" Tree	Front	1	\$ 2,400	\$ 2,400
26" Tree	Side	1	\$ 2,600	\$ 2,600
Shrub	Front	1	\$ 250	\$ 250
Total		9		\$ 13,150

Sellers further acknowledge and agree that in addition to compensation for the Property Interests, the Purchase Price includes the in-kind compensation contained in Section 9 below, and comprises all compensation to which Sellers would be entitled in a condemnation action for the Property Interests including, but not limited to, any claims for moving expenses, loss of rent, loss of use, inconvenience, or other compensation related to the sale of the Property Interests or damages to the unburdened portion of the Colvin Property. The Purchase Price, subject to any adjustments as hereinafter provided, shall be payable by City to Sellers on the Closing Date (as defined below).

3. **Contract Date; Closing Date; Place of Closing.** The "Contract Date" shall be the date on which the last party executes this Agreement. This transaction shall be closed (the "**Closing**") on a date that shall be no later than _____ 20__ (the "**Closing Date**"). The Closing Date may be extended by the parties. The Closing shall be held at Twin Oaks City Hall, the Sellers' residence, or such other place as the parties may mutually agree in writing.

4. **Taxes.** Any unpaid real property taxes and assessments for 2023 (or 2024 if closing is after December 31, 2023) for the Property Interests shall not be prorated at Closing because City asserts that, as a political subdivision, it is exempt from real property taxation.

5. **Events of Closing.** At Closing and on the Closing Date, Sellers will transfer and convey (or cause to be transferred and conveyed) to the City the Property Interests. The warranty deed shall be in substantially the form attached hereto as Exhibit 1.

6. **Real Estate Brokers and Commission.** Sellers and City hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction. Sellers and City each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

7. **Conditions Precedent to City's Obligations.** Sellers acknowledges that this Agreement is expressly contingent upon: (i) Sellers' compliance with the terms of this Agreement; (ii) Sellers' representations and warranties being true on the Contract Date and remaining true through the Closing of this transaction; (iii) City's due diligence investigation shall have revealed

(a) no environmental problems or concerns, (b) no additional liens, encumbrances or other matters affecting title to the Property Interest or City's intended use of those Property Interests that Sellers is unable or unwilling to cause to be removed or resolved prior to Closing, and/or (c) no violation of the terms and conditions of this Agreement by Sellers. The foregoing conditions are (x) necessary prerequisites for City's purchase of the Property Interests, (y) included in this Agreement solely for City's benefit, and (z) may be waived solely by City, in City's sole discretion. Sellers further acknowledge that this Agreement may be terminated at City's sole election upon written notice to Sellers if any of the foregoing conditions are not satisfied. All of City's obligations under this Agreement shall be immediately discharged upon any such termination.

8. Sellers' Covenants, Representations and Warranties. Sellers covenant, represent and warrant that, as of the Contract Date and the Closing Date:

- a. Sellers have full and lawful right and authority to execute and deliver this Contract and to consummate the transactions contemplated hereunder;
- b. Sellers own good fee simple marketable title to the Property Interests;
- c. To the best of Sellers' knowledge there is currently no litigation, bankruptcy or other proceeding pending in any manner affecting the Property Interests;
- d. To the best of Sellers' knowledge, no unrecorded liens, encumbrances, or adverse claims exist with respect to the Property Interests or any portion thereof;
- e. There are no management contracts, repair contracts, service contracts, options or any other material agreements relating to the Property Interests or the conduct of business thereon;
- f. To the best of Sellers' knowledge, there are no unrecorded restrictions, contracts or other documents which could, in any manner or at any time whatsoever, affect or prohibit the development of the Property Interests for any commercial use or which could affect the manner or type of goods or services to be provided or sold from or at the Property Interests;
- g. There are no leases or occupancy agreements affecting all or any portion of the Property Interests;
- h. Sellers understand that by accepting compensation for the Crescent Road Tree Sellers release the City from any and all responsibility for the Crescent Road Tree and all future maintenance responsibilities for the Crescent Road Tree is that of Sellers.

As provided in Section 7 above, City's obligations under this Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Sellers being true on the Contract Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing.

9. City's Obligations. City agrees to:

- a. Add a note to the construction plans that reads substantially as follows: "Contractor to work with the residents of 98 Crescent Ave on the final grading of the slope." The resident shall pay for any additional cost that deviates from the construction plans.

(b) **Interpretation.** The section and paragraph headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. This Agreement, the legal relations between the parties, and the transaction contemplated hereby, shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri without regard to its conflicts of law rules. If any term or provision of this Agreement shall be unlawful, then such term or provision of this Agreement shall be null and void, but the remainder of the Agreement shall remain in full force and effect and be binding on both Sellers and City.

(c) **Amendment.** This Agreement constitutes the entire understanding and agreement between the parties hereto and may not be amended, supplemented, or modified except by a writing executed by each of the parties hereto.

(d) **Assigns.** This Agreement shall be binding upon the parties hereto and their permitted successors and assigns, provided that this Agreement is not assignable by City without the written consent of Sellers.

(e) **Time of Essence.** Time is of the essence of this Agreement.

(f) **Execution in Counterparts.** This Agreement may be executed in two or more identical counterparts, which taken together shall constitute one and the same instrument.

(g) **Entire Agreement.** This Agreement contains and constitutes the entire agreement of the parties regarding the subject matter hereof. There are no other agreements, written or oral, between the parties affecting the subject matter hereof.

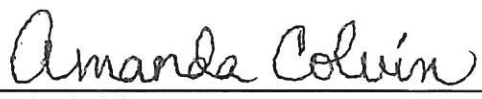
IN WITNESS WHEREOF, the parties hereto have set their hands this day and year first above written.

SELLERS:



Matthew Colvin

Date: 12/29/2023



Amanda Colvin

Date: 12/29/2023

CITY:

City of Twin Oaks, Missouri

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

< SEAL >

Exhibit 1

Form of General Warranty Deed
(next page)

_____ [Space Above this Line for Recording Data] _____

Title of Document: **GENERAL WARRANTY DEED**

Date of Document: December 29, 2023

Grantor: **Matthew Colvin and Amanda Colvin**
 Husband & Wife

Grantor's Address: 98 Crescent Avenue
 Twin Oaks, MO 63088

Grantee: **CITY OF TWIN OAKS, MISSOURI**

Grantee's Address: 1381 Big Bend Road
 Twin Oaks, MO 63021

Full Legal Description:

Legal Descriptions are contained on pages _____ hereof.

Reference Book(s) and Page(s), if required:

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made and entered into as of the 29th day of December, 2023, by and between **Matthew Colvin and Amanda Colvin**, Husband and Wife, whose address is 98 Crescent Avenue, Twin Oaks MO 63088 ("Grantors") and the **CITY OF TWIN OAKS, MISSOURI**, a city of the fourth class and a Missouri municipal corporation, whose address is 1381 Big Bend Road, Twin Oaks, MO 63021 ("Grantee").

WITNESSETH: Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee, the following described real property situated in the County of St. Louis, State of Missouri:

A Permanent Easement to improve, construct, repair, inspect, access, maintain and to use as a public sidewalk in, over, and upon the real property legally described in Exhibit A, and depicted on the Plat contained in Exhibit A-1, both attached hereto and incorporated herein for all purposes.

Together with the following grant by Grantors to Grantee:

A Temporary Construction Easement for the purpose of making cuts, fills and sloping embankment, constructing drives, sidewalks, temporary roadways, and overhead utilities, etc., if any, providing working room and implementing any and all other related construction items over the real property legally described in Exhibit B, and depicted on the Plat contained in Exhibit B-1, attached hereto and incorporated herein for all purposes (the "Temporary Easement"), until such time as the Crescent Avenue Project may be completed and accepted by the City of Twin Oaks, Missouri. Upon the granting or denial of acceptance by the City of Twin Oaks or its assigns, the Temporary Easement shall terminate. Grantors covenant that no installation or obstructions will be placed on the Temporary Easements as will interfere with the proper construction of the Crescent Avenue Project until the easements are terminated.

IN WITNESS WHEREOF, Grantors and Grantee have executed this General Warranty Deed as of the date first above written.

GRANTORS:

Matthew Colvin
Matthew Colvin

Amanda Colvin
Amanda Colvin

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 29th day of December, 2023, before me personally appeared Amanda Colvin to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

(SEAL)

PRINCESS D. HUTCHINS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 4, 2024
ST. LOUIS COUNTY
COMMISSION #15096444



Notary Public

My commission expires: May 4, 2024


STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 29th day of December, 2023, before me personally appeared: Matthew Colvin to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

(SEAL)

PRINCESS D. HUTCHINS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 4, 2024
ST. LOUIS COUNTY
COMMISSION #15096444



Notary Public

My commission expires: May 4, 2024

Agreed and Accepted
by Grantee this _____ day of
_____, 2023:

GRANTEE:

City of Twin Oaks, Missouri

By: _____
Mayor

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 2023, before me, a notary public in and for said state, personally appeared Russ Fortune, who being by me duly sworn, did say that he is the Mayor of the City of Twin Oaks, Missouri, a Missouri municipal corporation, and that said instrument was signed on behalf of the City by authority of its Board of Aldermen, and said Mayor acknowledged said instrument to be the free act and deed of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

(SEAL)

Notary Public

My commission expires: _____

Exhibit A

Legal Description of Permanent Easement

A tract of land being part of Lot 17 of "Amended Plat of Quinette's Subdivision" in the Southwest Quarter of Section 7, Township 44 North, Range 5 East of the 5th P.M., City of Twin Oaks, St. Louis County, Missouri, to wit:

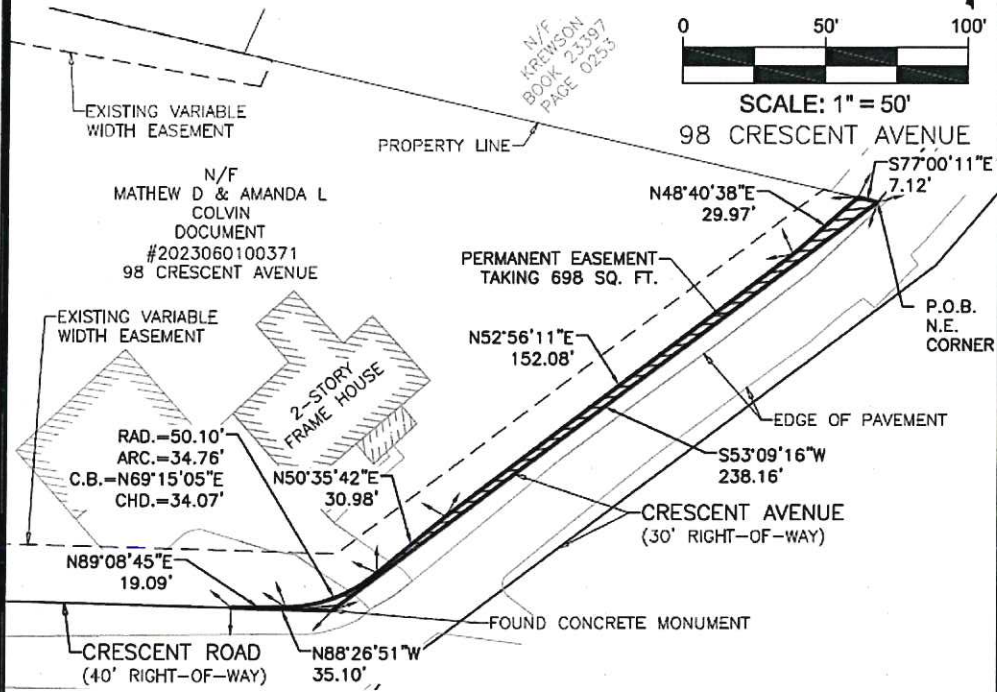
Legal Description: Permanent Easement

Beginning at the Northeast Corner of Lot 17 of "Amended Plat of Quinette's Subdivision" recorded on January 9, 1980 in Book 8, Page 132 of the St. Louis County Recorder of Deeds Office, also being the west right-of-way line of Crescent Avenue, thence along said west right-of-way line S53°-09'-16"W 238.16 ft. to a found concrete monument at the southeast corner of said lot, also being the north right-of-way line of Crescent Road; thence along said north right-of-way line N88°-26'-51"W 35.10 ft. to a point; thence leaving said north right-of-way line N89°-08'-45"E 19.09 ft. to a point; along a curve deflecting to the left having a radius of 50.10 ft., an arc length of 34.76 ft., a chord bearing of N69°-15'-05"E, a chord distance of 34.07 ft. to a point; thence N50°-35'-42"E 30.98 ft. to a point; thence N52°-56'-11"E 152.08 ft. to a point; thence N48°-40'-38"E 29.97 ft. to a point on the north line of said lot; thence along said north line S77°-00'-11"E 7.12 ft. to the point of beginning, containing 698 square feet.

Exhibit A-1
Permanent Easement Plat

PERMANENT EASEMENT EXHIBIT

PART OF LOT 17 OF "AMENDED PLAT OF QUINETTE SUBDIVISION", IN THE
SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 44 NORTH, RANGE 5 EAST
OF THE 5TH P.M., CITY OF TWIN OAKS, ST. LOUIS COUNTY, MISSOURI



NOTES:

1. Bearings referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Measured outboundary information as per field data obtained on July 28, 2022.
3. Outboundary shown hereon as per "Warranty Deed" recorded on June 1, 2023 in Document #2023060100371 of the St. Louis County Recorder of Deeds.

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	11/1/2023	3497-13C

Exhibit B

Legal Description Temporary Construction Easement

A tract of land being part of Lot 17 of "Amended Plat of Quinette's Subdivision" in the Southwest Quarter of Section 7, Township 44 North, Range 5 East of the 5th P.M., City of Twin Oaks, St. Louis County, Missouri, to wit:

Legal Description: Temporary Construction Easement

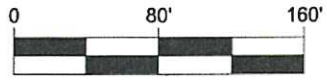
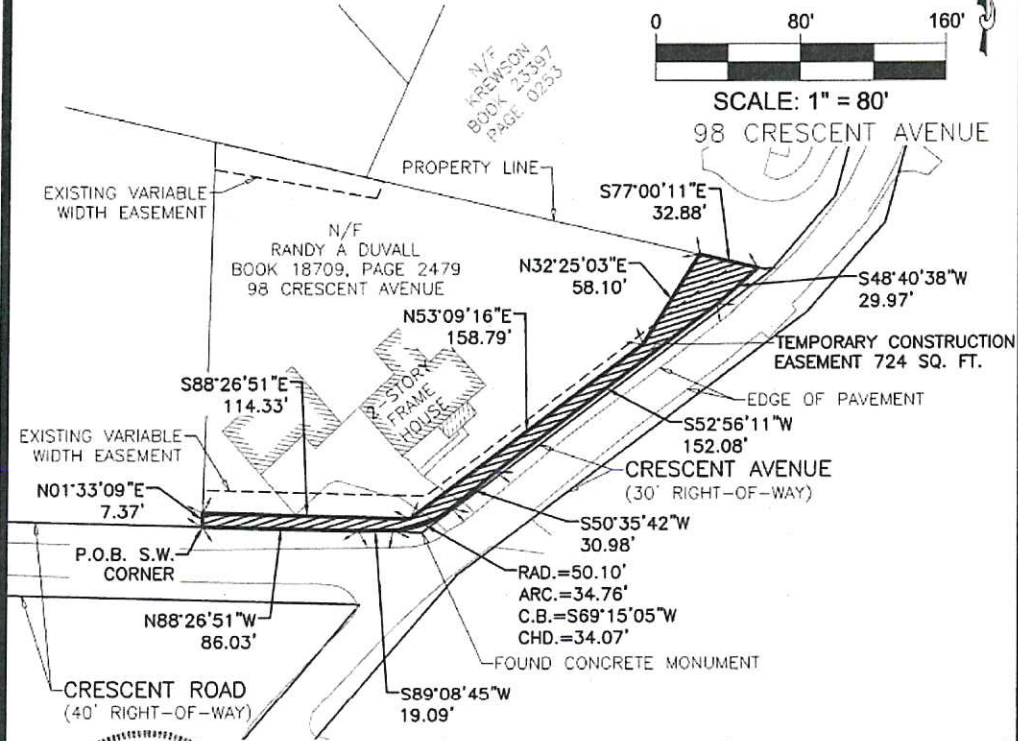
Beginning at the Southwest Corner of Lot 17 of "Amended Plat of Quinette's Subdivision" recorded on January 9, 1980 in Book 8, Page 132 of the St. Louis County Recorder of Deeds Office, also being the north right-of-way line of Crescent Road, thence leaving said north right-of-way line N01°-33'-09"E 7.37 ft. to a point; thence S88°-26'-51"E 114.33 ft. to a point; thence N53°-09'-16"E 158.79 ft. to a point; thence N32°-25'03"E 58.10 ft. to a point on the north line of said lot; thence along said north line S77°-00'-11"E 32.88 ft. to a point; thence S48°-40'-38"W 29.97 ft. to a point; thence S52°-56'-11"W 152.08 ft. to a point; thence S50°-35'-42"W 30.98 ft. to a point; thence along a curve deflecting to the right having a radius of 50.10 ft., an arc length of 34.76 ft., a chord bearing of S69°-15'-05"W, a chord distance of 34.07 ft. to a point on the north right-of-way line of Crescent Road; thence along said north right-of-way line S89°-08'-45"W 19.09 ft. to a point; thence N88°-26'-51"W 86.03 ft. to the point of beginning, containing 724 square feet.

Exhibit B-1

Temporary Construction Easement Plat

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

PART OF LOT 17 OF "AMENDED PLAT OF QUINETTE SUBDIVISION", IN THE
SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 44 NORTH, RANGE 5 EAST
OF THE 5TH P.M., CITY OF TWIN OAKS, ST. LOUIS COUNTY, MISSOURI



SCALE: 1" = 80'



NOTES:

1. Bearings referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Measured outboundary information as per field data obtained on July 28, 2022.
3. Outboundary shown hereon as per "General Warranty Deed" recorded on December 16, 2009 in Book 18709, Page 2479 of the St. Louis County Recorder of Deeds.

Mark R. Frankenberg 2/24/23

Mark R. Frankenberg, PLS #2385
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0095

bfaeng.com TELEPHONE: (636) 239-4751

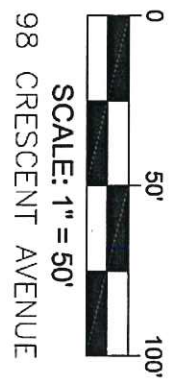
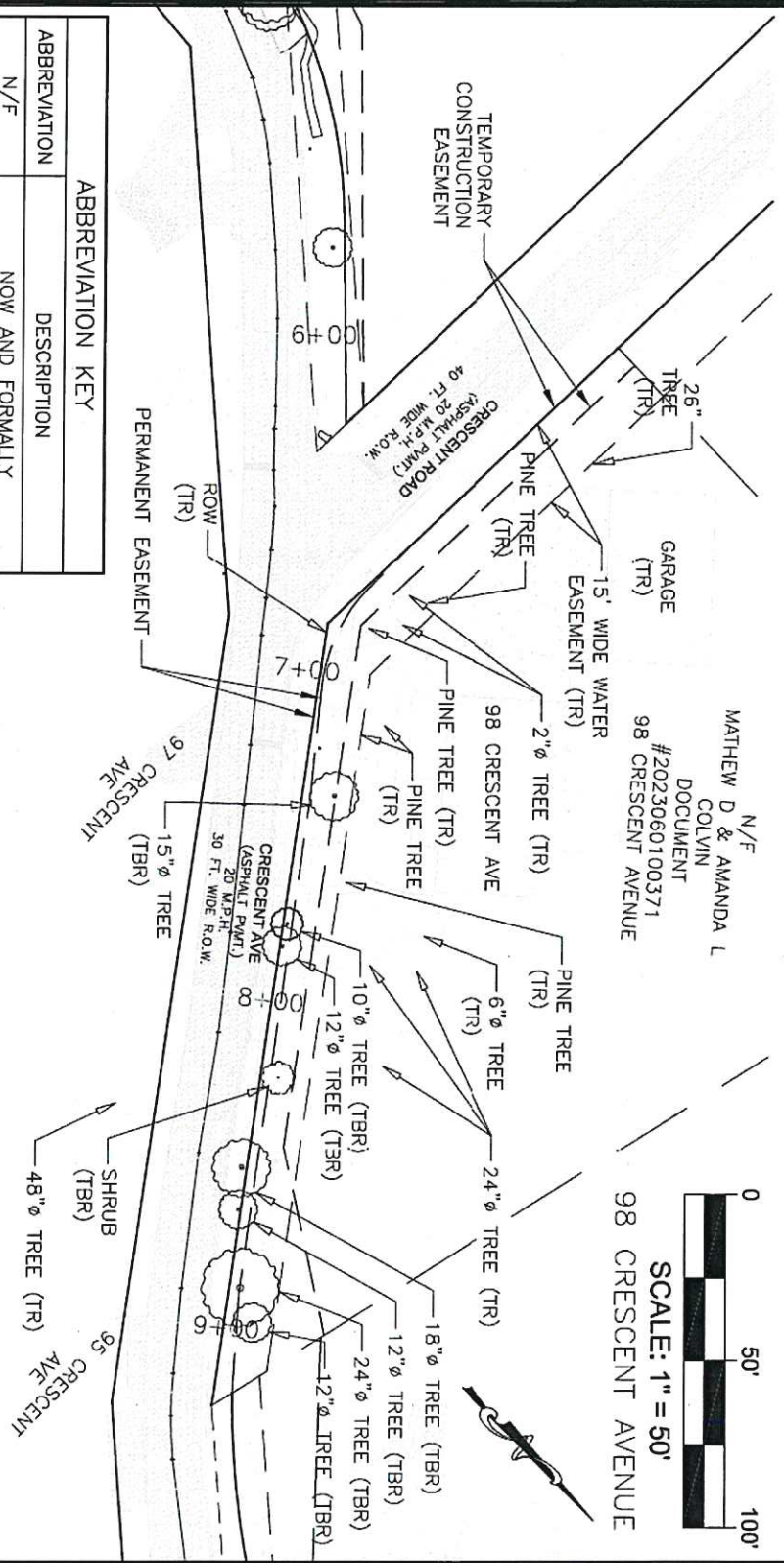
103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY	DATE	Project No.
A.C.W.	2/24/2023	3497-13C

Exhibit C
Tree Exhibit

TREE EXHIBIT

ABBREVIATION	DESCRIPTION
N/F	NOW AND FORMALLY
ROW	RIGHT-OF-WAY
TBA	TO BE ADJUSTED
TBR	TO BE REMOVED
TBRE	TO BE REMOVED AND RELOCATED
TR	TO REMAIN



bfaeng.com

103 ELM STREET
D.M.V. B'Y A.J.R. DATE 11/7/2023 PREP. NO. 3497-13C SHEET 1 OF 1

BFA Engineering-Surveying
WASHINGTON, MISSOURI 63090
Telephone: (636) 239-4751

**A RESOLUTION APPROVING A DONATION AGREEMENT FOR, AND
ACCEPTING CERTAIN PROPERTY INTERESTS ASSOCIATED WITH, THE
CRESCENT AVENUE PROJECT**

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 the Donation Agreement for certain property interests at 90 Crescent Avenue which Donation Agreement is attached as Exhibit A hereto and incorporated herein by reference.

Section 2. The Board of Aldermen further authorizes the Mayor to execute the Donation Agreement on behalf of the City.

Section 3. The Board of Aldermen accepts the Special Warranty Deed executed by the Grantors and attached as Exhibit 1 to the Donation Agreement and the Mayor is authorized to acknowledge acceptance of the Deed on behalf of the City.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 17th DAY OF JANUARY 2024,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit A

Donation Agreement for Property Interests at 90 Crescent Avenue

Road Project: Crescent Avenue
Parcel ID # 25Q520112

DONATION AGREEMENT

THIS DONATION AGREEMENT, dated as of ____ day of September, 2023 (the "Agreement") is made and entered into, by and between **Joseph Krewson and Rebecca Krewson**, husband and wife, whose address is 90 Crescent Avenue, Twin Oaks, Missouri 63021, ("Donors"), and the **City of Twin Oaks, Missouri**, a city of the fourth class and a Missouri municipal corporation, with an address at 1381 Big Bend Road, Twin Oaks, MO 63021 ("Donee");

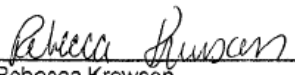
WITNESSETH, for and in consideration of Donors' donative intent and other good and valuable consideration, receipt of which is hereby acknowledged;

Donors, having been fully informed of their right to receive compensation in the amount of **\$4,595.00** for the subject land and/or property rights as determined by a waiver valuation of the property rights to be acquired, do hereby donate to Donee and Donee's successors and assigns, that certain real property and temporary construction easement located in St. Louis County, Missouri, legally described in the Special Warranty Deed attached hereto as **Exhibit 1** (together, the "Property Interests"), on the following terms and conditions:

- Donors, at Donors' expense, shall have the option to engage a qualified appraiser as required by Internal Revenue Regulations for a deductible noncash donation;
- Donee shall, upon Donors' request, promptly cooperate with the Donors to sign a donee acknowledgement portion of IRS Form 8283 for deductible noncash charitable donation;
- Donors shall execute a Warranty Deed substantially in the form of **Exhibit 1**, attached hereto and incorporated herein; and
- Donee shall retain the right to hold the executed Warranty Deed in escrow and examine title to the Property Interests and may refuse to accept the donation if the results of such examination are unacceptable to Donee in its sole discretion. In the event Donee refuses to accept the donation, Donee shall return the original Warranty Deed to Donors.

IN WITNESS WHEREOF, the parties hereto have signed this Donation Agreement as of the day and year first above written.

DONORS:



Rebecca Krewson

Date: 1-9-24



Joe Krewson

Date: 1-9-24

DONEE:

City of Twin Oaks, Missouri

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

< SEAL >

Exhibit 1
Form of Special Warranty Deed
(next page)

_____ [Space Above this Line for Recording Data] _____

Title of Document: **SPECIAL WARRANTY DEED**

Date of Document: **December ____, 2023**

Grantor: **Joseph Krewson and Rebecca Krewson, Husband & Wife**

Grantor's Address: 90 Crescent Avenue
Twin Oaks, MO 63021

Grantee: **CITY OF TWIN OAKS, MISSOURI**

Grantee's Address: 1381 Big Bend Road
Twin Oaks, MO 63021

Full Legal Description:
 Legal Descriptions are contained on pages _____ hereof.

Reference Book(s) and Page(s), if required:

MERS/MIN # 1009331-0000076155-9

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Delmar Financial Company, its successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

SPECIAL WARRANTY DEED

THIS DEED, made and entered into as of the 9 day of Jan, 2024, by and between **Joseph Krewson and Rebecca Krewson**, Husband and Wife, whose address is 90 Crescent Avenue, Twin Oaks MO 63021 ("Grantors") and the **CITY OF TWIN OAKS, MISSOURI**, a city of the fourth class and a Missouri municipal corporation, whose address is 1381 Big Bend Road, Twin Oaks, MO 63021 ("Grantee").

WITNESSETH: Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, do by these presents BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee, the following described real property situated in the County of St. Louis, State of Missouri:

The real property legally described in Exhibit A and depicted on the Plat contained in Exhibit A-1 both attached hereto and incorporated herein for all purposes (the "Right-of-Way").

TO HAVE AND TO HOLD the Right-of-Way, together with all rights and appurtenances to the same belonging, unto Grantee and to the successors and assigns of Grantee forever. Grantors hereby covenant that they and their heirs, successors and assigns shall and will WARRANT AND DEFEND the title to the Right-of-Way unto Grantee and Grantee's successors and assigns forever, against the lawful claims of all persons claiming by, though or under Grantors but none other, excepting however taxes for the calendar year 2023 and thereafter, any special taxes becoming a lien after the date of this Deed, and all liens and encumbrances of record.

Together with the following grant by Grantors to Grantee:

A Temporary Construction Easement for the purpose of making cuts, fills and sloping embankment, constructing drives, sidewalks, temporary roadways, and overhead utilities, etc., if any, providing working room and implementing any and all other related construction items over the real property legally described in Exhibit B, and depicted on the Plat contained in Exhibit B-1, both attached hereto and incorporated herein for all purposes (the "Temporary Easement"), until such time as the Crescent Avenue Project may be completed and accepted by the City of Twin Oaks, Missouri. Upon the granting or denial of acceptance by the City of Twin Oaks or its assigns, the Temporary Easement shall terminate. Grantors covenant that no installation or obstructions will be placed on the Temporary Easement as will interfere with the proper construction of the aforementioned Project until this easement is terminated.

IN WITNESS WHEREOF, Grantors and Grantee have executed this Special Warranty Deed as of the date first above written.

Grantors understand and agrees that MERS holds only legal title to the interests granted by Grantors in its Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee Delmar Financial Company, its successors and assigns) has the right: to exercise any or all of those interests, including but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling its Security Instrument.

GRANTORS:

Rebecca Krewson
Rebecca Krewson

Joe Krewson
Joe Krewson

Mortgage Electronic Registration Systems, Inc.
as Nominee for Delmar Financial Company,
its Successors and Assigns

By: Priscilla Woods
Its: Assistant Secretary

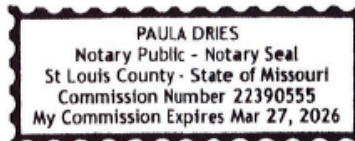
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 9 day of January, 202~~3~~⁴, before me personally appeared **Rebecca Krewson** to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.
(SEAL)

Paula Dries
Notary Public

My commission expires: 3-27-26



STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

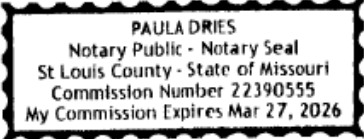
On this 9 day of January, 202⁴~~3~~, before me personally appeared **Joe Krewson** to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written
(SEAL)



Notary Public

My commission expires: 3-27-26



ACKNOWLEDGEMENT

MERS MIN # 100933100000761559

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Florida

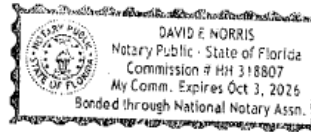
County of Duval

On December 20, 2023 before me, David E. Norris personally appeared Priscilla Woods, Assistant Secretary, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me the he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature David E. Norris (Seal)
David E. Norris
My Commission Expires: October 3, 2026



Agreed and Accepted
by Grantee this ____ day of
_____, 2023:

GRANTEE:
City of Twin Oaks, Missouri

By: _____
Mayor

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 2023, before me, a notary public in and for said state, personally appeared _____, who being by me duly sworn, did say that he is the Mayor of the City of Twin Oaks, Missouri, a Missouri municipal corporation, and that said instrument was signed on behalf of the City by authority of its Board of Aldermen, and said Mayor acknowledged said instrument to be the free act and deed of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

(SEAL)

Notary Public

My commission expires: _____

Exhibit A

Legal Description of Right-of-Way

Beginning at the Southeast Corner of said lot of "Amended Plat of Quinette's Subdivision" recorded on January 9, 1980 in Book 8, Page 132 of the St. Louis County Recorder of Deeds Office, also being the west right-of-way line of Crescent Avenue, thence leaving said west right-of-way along said south line N77°-00'-11"W 7.12 ft. to a point; thence along a curve deflecting to the left having a radius of 275.00 ft., an arc length of 84.48 ft., a chord bearing of N36°-22'-12"E, a chord distance of 84.14 ft. to a point on the west right-of-way line of Crescent Avenue; thence along said west right-of-way line S15°-08'-21"W 29.43 ft. to a point; thence S40°-44'-47"W 54.04 ft. to the point of beginning, containing 437 square feet.

Exhibit A-1

Right-of-Way Plat

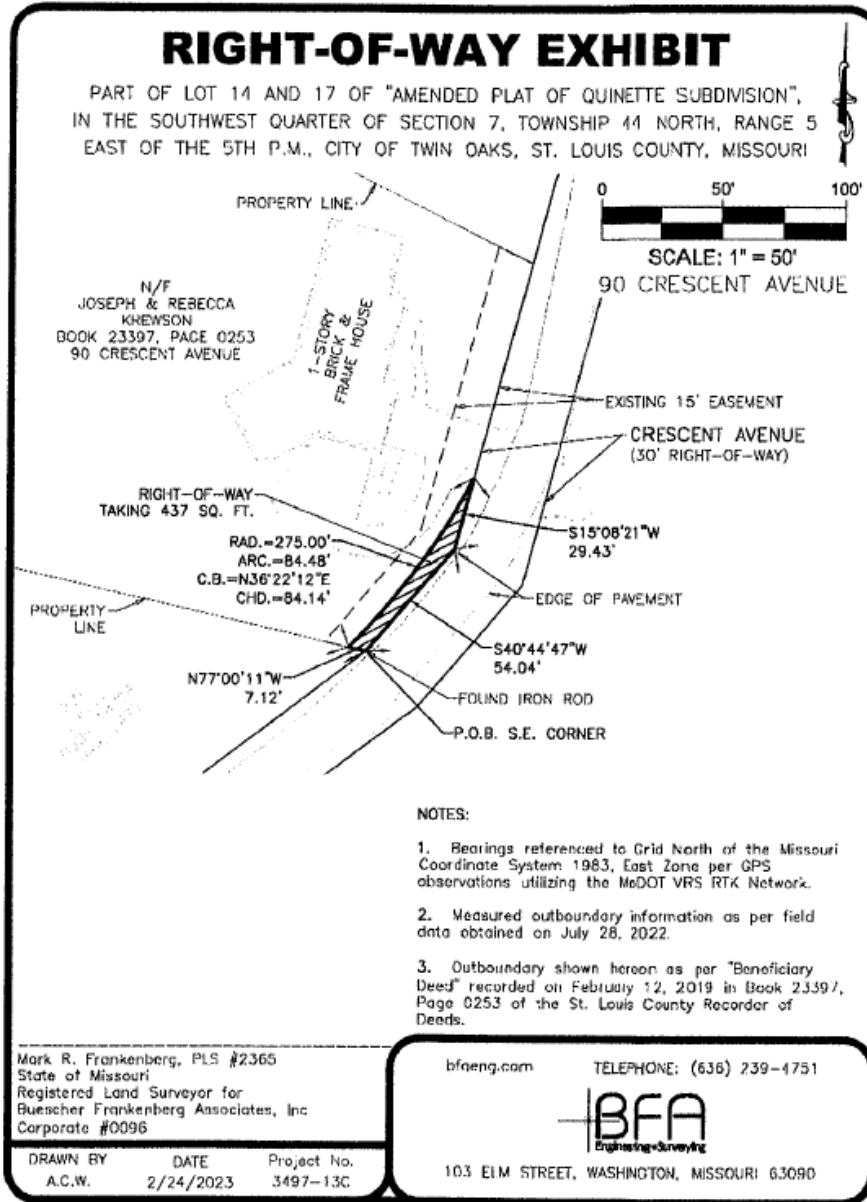


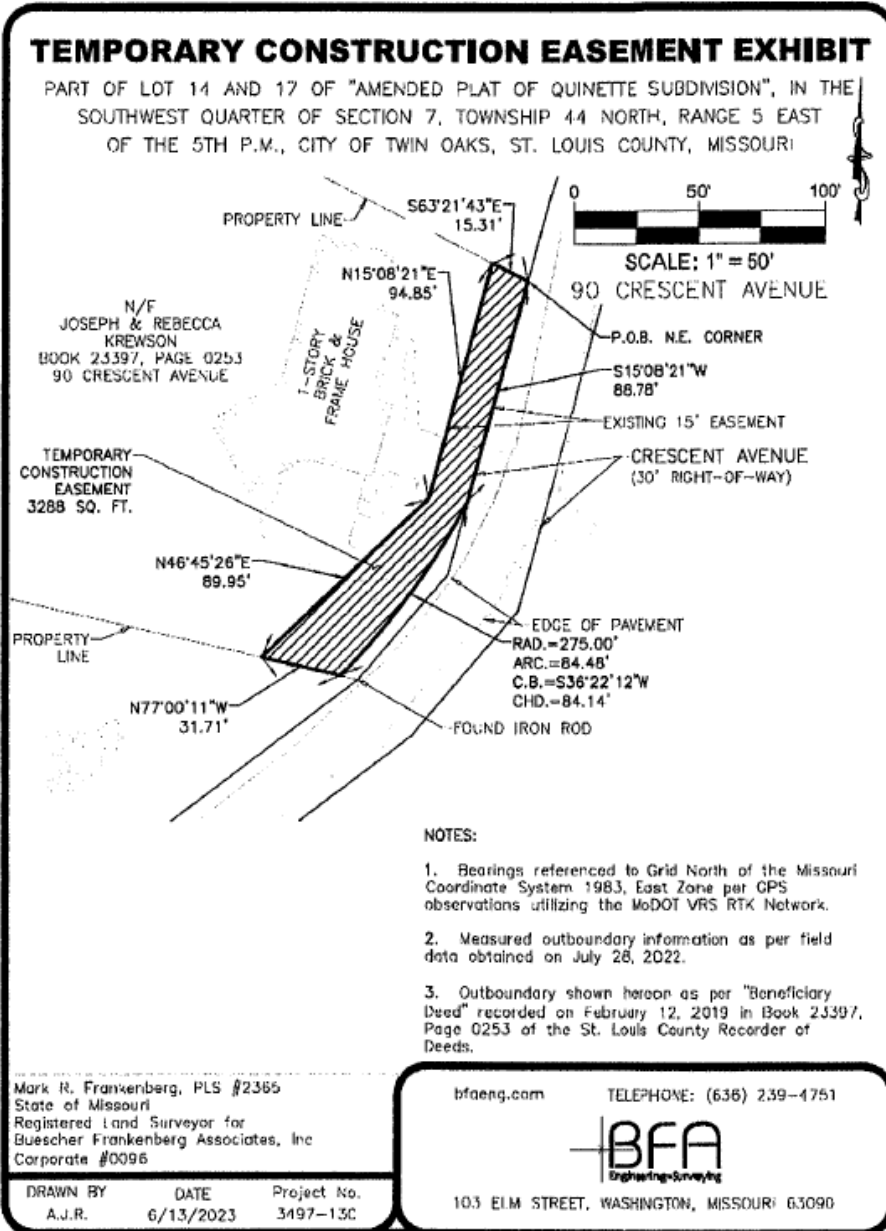
Exhibit B

Legal Description Temporary Construction Easement

Beginning at the Northeast Corner of said lot of "Amended Plat of Quinette's Subdivision" recorded on January 9, 1980 in Book 8, Page 132 of the St. Louis County Recorder of Deeds Office, also being the west right-of-way line of Crescent Avenue, thence along said west right-of-way line S15°-08'-21"W 88.78 ft. to a point; thence leaving said west right-of-way line along a curve deflecting to the right having a radius of 275.00 ft., an arc length of 84.48 ft., a chord bearing of S36°-22'-12"W, a chord distance of 84.14 ft. to a point on the south line of said lot; thence along said south line N77°-00'-11"W 31.71 ft. to a point; thence leaving said south line N46°-45'-26"E 89.95 ft. to a point; thence N15°-08'-21"E 94.85 ft. a point on the north line of said lot; thence along said north line S63°-21'-43"E 15.31 ft. to the point of beginning, containing 3288 square feet.

Exhibit B-1

Temporary Construction Easement Plat



CITY OF TWIN OAKS
1381 Big Bend Road, Twin Oaks, MO 63021
Voice: 636-225-7873 Fax: 636-225-6547

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.

I acknowledge that I have read and understand the above job description.

Employee Signature

Date

J Co Holiday Lighting
 NEW MAILING ADDRESS:
 PO Box 372
 Cedar Hill, MO 63016

ESTIMATE



800-537-8962
 J Co Lawn Care clients please
 call/text 636-222-1673

J Co Lawn Care, LLC; DBA J Co
 Holiday Lighting

Twin Oaks Park
 1 Twin Oaks Court
 Manchester, MO 63021

Service Address
 Twin Oaks Park
 1 Twin Oaks Court
 Manchester, MO 63021

Estimate # 6872
 Estimate Date 10/26/2023
Estimate Total \$0.00

Item	Description	Cost	Quantity	Total
	Christmas Other Option #1 \$1468.00	\$0.00	1	\$0.00
	Replace existing c7 warm white bulbs from roofline with G30 or multi color c7 for Christmas and remove in January			

	Christmas Other Option #2 \$1600.00	\$0.00	1	\$0.00
	Maintenance of preexisting lights on roofline of building.			
	Once per quarter we will inspect all of our lighting on structure and provide repairs as required to keep lights in working order.			
	Any repairs needed outside 4 per year due to weather damage will be provided at no cost to you the customer.			
	Any repairs for out bulbs outside the 4 per year will include a service charge of \$125.00			
	Customer can change colors of bulbs during each of the 4 quarterly services at no extra cost.			

Terms

1. This agreement only covers the structure(s) listed on the front of this agreement.
2. PAYMENT SCHEDULE: Payment for install is due on or before DAY OF INSTALL. Any payment that is 10 days past date of install will receive a \$25 late fee, 15 days past date of install will receive an additional \$25 late fee, 20 days past date of install the lights will be removed. The payment schedule and removal of lights will lessen depending upon install date in December only.
3. NON PAYMENT: In case of non-payment or default by the purchaser, J Co Holiday Lighting reserves the right to terminate this agreement and enforce full payment of the balance due and that if purchaser refuses to pay term of agreement, lights will be repossessed and that reasonable attorney's fees and costs of collection shall be paid by purchaser. Customer acknowledges by signing this agreement that they are responsible for keeping their account in good standing with J Co Holiday Lighting.
4. INSURANCE: J Co Holiday Lighting shall furnish a certificate of insurance upon request.
5. It is specifically understood and agreed that the company and customer are bound only by the terms and conditions of this agreement and not by any other representation(s), understandings and/or agreements; oral or otherwise.
6. SERVICE GUARANTEE: We will perform your service as agreed upon on the front of this agreement provided that the customer has all services performed as outlined

Subtotal	\$0.00
Tax	\$0.00
Estimate Total	\$0.00

on the front of this agreement and cooperates with J Co Holiday Lighting by keeping all billing current.

7. It is understood that all equipment is the sole property of J Co Holiday Lighting and that theft and/or damage (not by Mother Nature) to any said equipment is the responsibility of the customer to replace at an additional equipment charge. In the event that a customer wishes to discontinue service, all said equipment is to be returned to J Co Holiday Lighting promptly and that in the event that the customer refuses to return said equipment, the customer will be charged for any lost/damaged/stolen equipment that is not recovered by J Co Holiday Lighting.

8. SERVICE CALLS: We will perform all service calls as needed on our equipment. Any service call that is NOT Mother Nature, equipment failure or service tech error will receive a \$50 per service + any additional equipment cost to repair back to full functionality. Service call charges need to be paid on or before repair.

9. DEPOSIT: Deposit is to hold a spot on the schedule. It is non-refundable. Cancellation of service will not result in deposit refund.

10. By signing this Estimate you are agreeing to the terms above.

Notes

ALL OPTIONS ARE A LA CARTE ONLY TAKE THE OPTIONS YOU LIKE

G30 Globe Lights

G30 globe lights are 30mm in diameter which is slightly larger than a typical gumball you might find in a machine. It would take an abundance of G30 patio bulbs to light up a large outdoor area, however this bulb size is perfect for adding the ideal amount of functional light to small spaces without being overpowering. Use **G30 patio bulbs** as indoor room lights, for adding ambiance in cozy event spaces or to turn small patios, decks or balconies into inviting outdoor spaces. For G30 globe lights to look their best, pair them with light strings that have 6" spacing between each socket instead of the more common 12" spacing.



G30 Pearl White Globe Lights



G30 Clear Globe Lights

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

January 12, 2024

General Updates

Park Committee Appointment

- Ellen Beary has resigned from her position on the Park Committee as she is moving out of Twin Oaks. Please encourage any residents you know who might be interested in serving to submit an application.

Employee Benefits

- Following Board discussion of employee benefits during the 2024 budget planning process, the City has requested an estimate for providing medical insurance benefits to City employees from insurance firm Daniel and Henry.

Annual Park Calendars

- The 2024 Park Calendars were distributed on Jan. 10. We have extras available at the office upon request.

Project Updates

Crescent Ave. Stormwater and Sidewalk Improvements

- The ROW acquisition process has been completed. See the attached schedule from BFA for the timeline for the utility relocation and out-to-bid.

MEMORANDUM

To: Frank Johnson

From: Tiffany Danz

CC: Angelica Rodgers

Date: January 11, 2024

Re: Utility and Out-To-Bid Schedule

Comment: This schedule assumes Charter and AT&T can relocate after the project has gone out to bid.

Description	Requirement	Date	Notes
Ameren Relocation	Notify Ameren	Friday January 12, 2024	
Ameren Start Relocation	Est 1 month to schedule	Monday February 12, 2024	
Ameren Complete Relocation	Est 1.5 months to construct	Tuesday March 26, 2024	
Charter Complete Relocation	Minimum 30 days after Ameren	Thursday April 25, 2024	Must be after Ameren relocation.
AT&T Relocation	Minimum 60 days After Ameren	Monday May 27, 2024	Must be after Ameren and Charter relocation. AT&T will remove the poles
Bid Advertisement	Assumed 1 week	Tuesday March 26, 2024	
Out to Bid (OTB)		Tuesday April 2, 2024	
Bid Opening	Minimum 21 Days after advertisement	Tuesday April 23, 2024	
Notice to Proceed (NTP)	Approx. 2 weeks after Bid Opening	Tuesday May 7, 2024	This will depend on Board Meeting Schedule
Utility Meeting/Preconstruction Meeting		TBD	
Completion Date Option 1	120 days after NTP	Wednesday September 4, 2024	
Completion Date Option 2	219 days after NTP	Friday December 13, 2024	