

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, JANUARY 18, 2023, 7:00 p.m.**

This meeting of the Twin Oaks Board of Aldermen will 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.

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 4, 2023
 - b) Bills List from December 31, 2022 to January 13, 2023
 - c) Credit Card List from December 1 to December 31, 2022
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Financial Statements — Jeff Blume
 - b) Biannual Statement — Jeff Blume
 - c) Park Committee — Joe Krewson
- 7) CITIZEN COMMENTS
- 8) NEW BUSINESS
 - a) Resolution No. 2023-02: A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES IN THE CITY OF TWIN OAKS.
- 9) DISCUSSION ITEMS
- 10) ATTORNEY’S REPORT
- 11) CITY CLERK’S REPORT
- 12) MAYOR AND ALDERMEN COMMENTS
- 13) FINAL CITIZEN COMMENTS

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

14) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: January 13, 2023, 4:00 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 REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, JANUARY 4, 2023**

Mayor 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 Russ Fortune asked if there were any additions or changes to the Agenda. With no changes, Mayor Fortune asked for a motion to approve the agenda. Alderman April Milne motioned to approve the agenda, seconded by Alderman Dennis Whitmore. The motion passed on a 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 7, 2022; Closed Session Meeting Minutes from December 7, 2022; Bills list from December 3 through December 30, 2022. Alderman Milne corrected the roll call attendance for the December 7, 2022 Regular Meeting Minutes. Alderman Whitmore motioned to approve the consent agendas amended, seconded by Alderman Milne. The motion passed by a voice vote.

REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS

Police Report: Officer John Wehner summarized the police activity for the month of December, including radio calls, written reports, traffic stops, crimes and auto accidents. Officer Wehner compiled a year-end report for 2022. This report included monthly and yearly totals for all reports including Radio, Self-initiated calls, Reports, Traffic Stops, Arrests, Auto Crashes and Reported Crimes. Officer Wehner displayed charts with comparisons of reports from previous years and no

anomalies were noted. He also presented a detailed report regarding auto crashes at the intersection of Meramec Station Rd. and Big Bend Rd. Twelve total crashes were reported at this intersection in 2022. No injuries were reported and the incidents were attributed to driver inattention. Alderman Milne asked for more information regarding what constitutes a dangerous intersection. City Clerk/Administrator Frank Johnson stated that he will gather more information regarding metrics used to determine a dangerous intersection, compare data to other intersections in the area and present these findings to the Board.

CITIZEN COMMENTS

There were no citizen comments.

NEW BUSINESS

Resolution No. 2023-01: A Resolution Approving and Authorizing the Mayor to Execute and Amended Agreement with O.R. Colan Associates, LLC for Additional Right-Of-Way Acquisition Services. City Clerk/Administrator Johnson read the resolution. City Clerk/Administrator Johnson stated that the original contract didn't include the two additional properties that have been added to the Crescent Rd/Sidewalk project. The contract was billed on a per property basis and this Resolution will add the additional properties. The cost would increase from \$13,000 to \$18,000. The Board had a brief discussion and Mayor Russ Fortune asked for a motion. Alderman Whitmore motioned to adopt resolution No. 2023-01, seconded by Alderman Milne. The resolution passed by a unanimous voice vote.

DISCUSSION ITEMS

2023 Fireworks Display: Mr. Richard Chabot representing ARC Pyro Inc. presented to the Board their proposal for the 2023 fireworks display. Mr. Chabot introduced himself and presented information on his and the company's background. He emphasized ARC's continuing education of staff, dedication to safety and customer service. Mr. Chabot explained cost breakdowns and various display options for the Board to consider. The Board had a number of questions regarding music choreography, inventory, suppliers and options for more air displays and less ground displays. Mr. Chabot answered all questions and gave the Board several references of local displays that ARC have done in 2022.

Lake Pedestrian Bridge RFQ: City Clerk/Administrator Johnson presented a draft of the RFQ for the board to review. City Clerk/Administrator Johnson read the work summary description so the Board can evaluate submitted proposals on a company's ability to complete all areas of the RFQ, including engineering, design, removal and installation. The RFQ doesn't require a cost to be included. The Board will negotiate with the contractor on the price. Following a brief discussion City Clerk/Administrator Johnson was instructed to proceed with the amended RFQ.

ATTORNEY'S REPORT

There was 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 thanked the Valley Park National Honor Society and everyone who contributed donations for the successful winter clothing drive. He also updated the Board on the status of the curb repair project and stated that he has been working with the contractor to address any outstanding issues.

MAYOR & ALDERMEN COMMENTS

Mayor Fortune announced that Bartolino's have signed the lease and will begin the build out in February. Carrettas is planning on a spring opening and have begun work on rehabbing the interior of the former Nicoletti's restaurant. Mayor Fortune mentioned that Meramec Station Rd. by Aldi is dark and asked the Board to consider putting street lights in that area leading up to the Library.

Alderman Whitmore noted that three light stands in the Schnucks parking lot were out and asked about the lights in Aldi's parking lot. City Clerk/Administrator Johnson said he had called Aldi's and spoken with the property managers regarding the parking lot lights and was told that they are working on the issue but no time was given when lights will be working again. Alderman Whitmore was pleased with how fast the street lights lining Big Bend were fixed.

Alderman Milne will not be attending the January 18th meeting.

FINAL CITIZEN COMMENTS

There were no final citizen comments.

ADJOURNMENT

There being no further business Mayor Fortune ask for a motion to adjourn the meeting. Alderman Tim Stoekl so motioned, seconded by Alderman Milne and the regular meeting was adjourned at 7:45 pm.

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
Bills and Applied Payments
December 31, 2022 to January 13, 2023**

Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12458	12/22/2022	contract services for copier	10704637	\$67.35	\$67.35	1/18/2023
12459	12/25/2022	occupation applications for apt. 306, 430, 201, 342, 323, 301 (2022)	T122522000 55001	\$450.00		1/18/2023
	1/1/2023	inspection for 76 Crescent Rd (2022)	T010123000 55001	\$95.50	\$545.50	1/18/2023
12460	12/31/2022	location services for fourth quarter (2022)	2121105	\$16.25	\$16.25	1/18/2023
12461	12/28/2022	Snow event on 12-22-22 (2022)	5956	\$5,340.00	\$5,340.00	1/18/2023
12462	12/15/2022	fertilizer for 141 & Big Bend (2022)	91774306	\$106.00	\$106.00	1/18/2023
12463	12/30/2022	curb repair for the city (2022)	C17595-KLN	\$68,281.50	\$68,281.50	1/18/2023
12464	12/22/2022	Public Notice-The Coutian (2022)	1006964237	\$63.00	\$63.00	1/18/2023
12465	12/30/2022	installation of new electrical panel and lights at both gates (2022)	47476	\$9,865.00	\$9,865.00	1/18/2023
12466	12/29/2022	repair of the alarm (2022)	N000182638	\$215.00	\$215.00	1/18/2023
12467	1/10/2023	annual dues-for 2023		\$50.00	\$50.00	1/18/2023
12468	12/29/2022	repair of decorative street lights on Big Bend (2022)	99001	\$1,292.19	\$1,292.19	1/18/2023
12469	1/6/2023	assistant prosecutor charges for the end of December (2022)	3445	\$85.50	\$85.50	1/18/2023
12470	12/31/2022	Other Legal Services	67596	\$1,541.00		
	12/31/2022	Retainer/Basic Services	67598	\$418.50		
	12/31/2022	Recreational Marijuna Group	67597	\$837.24	\$2,796.74	1/18/2023
12471	1/1/2023	Crescent Avenue Sidewalk Design. See attached invoice for details.	17872	\$11,045.00		
	1/1/2023	Crescent Avenue Sidewalk Stormwater Plans. See attached invoice for details.	17873	\$1,665.00		
	1/1/2023	T-Mobile Cell Tower Building Permit review.	17737	\$200.00	\$12,910.00	1/18/2023
AutoPay	12/27/2022	monthly charge for 1 Twin Oaks Ct Park-fire hydrant	8944	\$1.78	\$1.78	1/18/2023
AutoPay	12/27/2022	monthly charge for 1 Twin Oaks Ct Park	8845	\$69.20	\$69.20	1/18/2023
AutoPay	1/4/2023	monthly charge for 1 Twin Oak Firepark	9022	\$25.40	\$25.40	1/26/2023
AutoPay	1/6/2023	monthly charge for Street Lighting	5515	\$641.09	\$641.09	1/23/2023
		Alderman				
		Alderman				

Credit Card List
December 1, 2022 to December 31, 2022

Date	Name	Memo/Description	Amount
11/29/2022	Croft Trailer	installation of the new wire harness for the salt spreader	370.00
12/1/2022	Quickbooks	Monthly Fee-reaccuring fee for accounting program	85.00
12/1/2022	Zoom	Monthly Fee-reaccuring fee for zoom	14.99
12/1/2022	Adobe	Monthly Fee-reaccuring fee for computer program	14.99
12/1/2022	See's Candies	treats for Appreaciation Dinner	367.60
12/2/2022	DH Pace	batteries for door locks	153.00
12/2/2022	Sam's Club	3 trays of cookies for winter lighting	63.60
12/4/2022	Dunkin	2-containers of hot chocolate-for winter lighting	65.37
12/4/2022	Dunkin	4-containers of hot chocolate-for winter lighting	130.74
12/4/2022	Schnucks	napkins for winter lighting	3.26
12/6/2022	Schnucks	gift items for appreciation dinner	472.35
12/7/2022	Target	apprication dinner	120.69
12/12/2022	Fedex Office	2023 Calendars	726.71
12/13/2022	Petromart	fuel for the truck	49.01
12/13/2022	Etsy	raffle tickets	1.99
12/13/2022	Dollar Tree	items for gift baskets-appreciation dinner	18.85
12/14/2022	Schnucks	items for gift baskets-appreciation dinner	18.53
12/14/2022	Bartolino's South	apprication dinner	2,968.20
12/16/2022	Office Depot	office supplies	204.88
12/16/2022	Missouri Municipal League	Legislative Conference registrations (2)	270.00
12/19/2022	Fish Window Cleaning	City Hall window cleaning	269.00
12/20/2022	Office Depot	office supplies	91.76
12/20/2022	Valley Park Elevator	15 bags of salt	134.85
12/21/2022	Petromart	fuel for the truck	32.00
12/27/2022	Amazon	replacement for park restroom signs	13.99
12/27/2022	Amazon	Table Number Holders for Bingo/Chili Event	\$20.99
			6,682.35
		Alderman	
		Alderman	

Account Summary


Billing Cycle		12/30/2022
Days In Billing Cycle		30
Previous Balance		\$4,427.60
Purchases	+	\$6,682.35
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$44.41-
Payments	-	\$4,427.60-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00


NEW BALANCE \$6,637.94

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$3,362.06
Available Cash	\$3,362.06
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

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

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

Payment Summary

NEW BALANCE	\$6,637.94
MINIMUM PAYMENT	\$166.00
PAYMENT DUE DATE	01/25/2023

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

Corporate Activity

Trans Date	Post Date	Reference Number	Transaction Description	Amount
12/12	12/12	3287753	INTERNET PMT-THANK YOU	\$4,427.60-

Cardholder Account Summary

FEE ACCT 00000877-010000 #### #### #### 1768	Payments & Other Credits \$44.41-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$44.41-
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
11/30	12/01		74142962211000000003970	REBATE CREDIT	\$44.41-

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

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
12/30/22	\$6,637.94	\$166.00	01/25/23

\$



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 [grid]

First [grid] Middle [grid]

ADDRESS CHANGE

Street [grid]

[grid]

[grid]

City [grid] State [grid] ZIP Code [grid]

Home Phone ([grid]) [grid] - [grid] Business Phone ([grid]) [grid] - [grid]

Cell Phone ([grid]) [grid] - [grid] E-mail Address _____

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature _____

Cardholder Account Summary

FRANK A JOHNSON #### #### #### 1776	Payments & Other Credits \$0.00	Purchases & Other Charges \$114.98	Cash Advances \$0.00	Total Activity \$114.98
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/01	12/02	PBUS03	24692162335100783534360	INTUIT *QBooks Online CL.INTUIT.COM CA	\$85.00
12/03	12/04	PBUS03	24011342337000052409536	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$14.99
12/20	12/21	PBUS03	24492152354719339252398	ADOBE *ACROPRO SUBS 408-536-6000 CA	\$14.99

Cardholder Account Summary

JOHN WILLIAMS #### #### #### 1792	Payments & Other Credits \$0.00	Purchases & Other Charges \$585.86	Cash Advances \$0.00	Total Activity \$585.86
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
11/29	12/01	PBUS03	24071052334939159035071	CROFT TRAILER VALLEY PARK MO	\$370.00
12/13	12/14	PBUS03	24034542347001555834036	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$49.01
12/19	12/20	PBUS03	24323042353047800062008	VALLEY PARK ELEVATOR VALLEY PARK MO	\$134.85
12/21	12/22	PBUS03	24034542355002574903256	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$32.00

Cardholder Account Summary

PAULA DRIES #### #### #### 0740	Payments & Other Credits \$0.00	Purchases & Other Charges \$5,981.51	Cash Advances \$0.00	Total Activity \$5,981.51
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/02	12/04	PBUS03	24455012336141008307078	SAMSClub #8182 ST.LOUIS MO	\$63.60
12/02	12/04	PBUS03	24692162336101579636509	SEE*SEES CANDIES MO 800-347-7337 CA	\$367.60
12/04	12/05	PBUS03	24445002339000646693938	SCHNUCKS TWIN OAKS BALLWIN MO	\$3.26
12/04	12/05	PBUS03	24943002339838000265380	DUNKIN #359804 BALLWIN MO	\$65.37
12/04	12/05	PBUS03	24943002339838000265299	DUNKIN #359804 BALLWIN MO	\$130.74
12/06	12/07	PBUS03	24445002341000732121931	SCHNUCKS TWIN OAKS BALLWIN MO	\$472.35
12/06	12/08	PBUS03	24941682341207473600050	OVERHEAD DOOR OFSTLOUI 314-781-5200 KS	\$153.00
12/07	12/08	PBUS03	24164072341091007201153	TARGET 00000265 BALLWIN MO	\$120.69
12/12	12/13	PBUS03	24164072346069997589535	FEDEX OFFIC46900046953 BALLWIN MO	\$726.71
12/13	12/14	PBUS03	24445002348000794161455	DOLLAR TREE BALLWIN MO	\$18.85
12/13	12/14	PBUS03	24204292347005615795851	Etsy.com - EditsByKaye 718-8557955 NY	\$1.99
12/14	12/15	PBUS03	24445002349000806845250	SCHNUCKS TWIN OAKS BALLWIN MO	\$18.53
12/15	12/16	PBUS03	24137462349500736214559	TST* BARTOLINO'S SOUTH SAINT LOUIS MO	\$2,968.20
12/14	12/16	PBUS03	24071052349939185390162	MISSOURI MUNICIPAL LEA 573-6359134 MO	\$270.00
12/19	12/21	PBUS03	24137462354100363106798	OFFICEMAX/OFFICEDEPT#6874 800-463-3768 KS	\$204.88
12/21	12/23	PBUS03	24137462356100406722476	OFFICEMAX/OFFICEDEPT#6874 800-463-3768 KS	\$91.76
12/27	12/28	PBUS03	24692162361109321313440	AMZN Mktp US*H46EL7303 Amzn.com/bill WA	\$20.99
12/29	12/29	PBUS03	24692162363100331821082	AMZN Mktp US*MJ1TE09H3 Amzn.com/bill WA	\$13.99
12/27	12/29	PBUS03	24498132362017023571728	FISH WINDOW CLEANING 636-779-1500 MO	\$269.00

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!

Finance Charge Summary / Plan Level Information									
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	0.04723%(D)	17.2400%(V)	\$0.00	\$0.00	0.0000%	\$6,637.94
Cash									
CBUS01 001	CASH	A	\$0.00	0.07463%(D)	27.2400%(V)	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 30		
** 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.									



**CITY OF
TWIN OAKS, MISSOURI**

**MONTHLY OPERATING
FINANCIAL STATEMENTS**

**AS OF AND FOR THE TWO YEARS
ENDED DECEMBER 31, 2022**

CITY OF TWIN OAKS

BALANCE SHEETS

	DECEMBER 31,	
	2022	2021
ASSETS		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 36,433	\$ 37,907
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	-	10,491
9-112.1 Enterprise Bank- General Checking 5732	33,559	49,713
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	1,448,922	899,773
9-112.3 Enterprise Bank - Special Account 5765	59,899	59,843
9-112.4 Enterprise Bank - Debt Service Retirement 6108	-	200,087
9-116 US Bank Municipal Court Receipting Account	926	-
9-122.2 CD Meramec Valley .5987 9/8/19	-	116,359
9-128 Escrow Deposits Payable	(5,000)	(5,000)
9-129 Accrued Interest	88	88
Total Bank Accounts	<u>1,575,063</u>	<u>1,369,497</u>
9-130 Accounts Receivable	75	75
1-180 Taxes Receivable - Road	9,554	9,554
2-180 Taxes Receivable - Park	48,839	48,839
3-180 Taxes Receivable - Sewer Lateral	1,069	1,069
4-180 Taxes Receivable - CI	41,513	41,513
9-144 Prepaid Items	7,400	7,400
9-180 Taxes Receivable - GF	149,865	149,865
9-180.1 Deferred Property Taxes Receivable	5,998	5,998
TOTAL ASSETS	<u><u>\$ 1,839,376</u></u>	<u><u>\$ 1,633,811</u></u>
LIABILITIES AND FUND BALANCES		
LIABILITIES		
9-200 Accounts Payable	\$ 92,069	\$ 11,557
9-210 MVB Credit MasterCard	191	191
9-210.1 Enterprise Bank Credit Card	6,922	4,041
1-201 Accounts Payable - Cap Improve	659	659
2-201 Accounts Payable - Parks	6,274	6,274
2-240 Park Reservation Deposits	1,150	1,400
9-201 Accounts Payable - GF	4,731	4,731
9-233 LAGER Liability	695	-
9-239 Accrued Payroll	8,952	8,952
9-240 Community Room Deposits	815	570
9-281 Deferred property tax revenue-Annual Assesment	5,998	5,998
9-283 Deferred Income - ARPA Grant	385	-
TOTAL LIABILITIES	<u>128,841</u>	<u>44,374</u>
FUND BALANCES		
1-301 Road Fund Balance	591	591
2-301 Park & Storm Fund Balance	262,946	262,946
4-301 Cap Impr Fund Balance	590,701	590,701
9-301 General Fund Balance	417,734	417,734
9-302 General Fund - Debt Sinking Fund	100,010	100,010
9-390 Retained Earnings	152,007	5
Net Revenues and Changes in Fund Balances	221,108	60,291
TOTAL FUND BALANCES	<u>1,610,525</u>	<u>1,681,148</u>
TOTAL LIABILITIES AND FUND BALANCES	<u><u>\$ 1,839,376</u></u>	<u><u>\$ 1,633,811</u></u>

CITY OF TWIN OAKS, MISSOURI
STATEMENTS OF REVENUES AND EXPENDITURES, FUND BALANCE AND CHANGE IN FUND BALANCE
FOR THE TWO YEARS ENDED DECEMBER 31, 2022

	DECEMBER 31, 2022								DECEMBER 31, 2021		
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE FAV / (UNFAV)	
									Amount	%	
REVENUES RECEIVED											
Sales Taxes	\$ -	\$ 264,865	\$ -	\$ 311,606	\$ 538,963	\$ 1,115,433	\$ 978,100	114 %	\$1,031,441	\$ 83,992	8 %
Property Taxes	-	-	15,530	-	40,244	55,774	69,600	80 %	61,991	(6,217)	(10)%
Intergovernmental Taxes	-	-	12,644	-	16,516	29,160	27,400	106 %	27,989	1,171	4 %
Licenses, Permits & Fees	4,186	-	-	-	113,310	117,496	106,200	111 %	111,089	6,407	6 %
Grants	-	-	-	-	40,339	40,339	40,000	101 %	39,954	385	1 %
Miscellaneous Revenue	-	-	-	3,400	835	4,235	6,000	71 %	5,652	(1,417)	(25)%
Interest Income	90	-	-	-	4,867	4,956	500	991 %	1,673	3,283	196 %
	4,275	264,865	28,174	315,006	755,072	1,367,393	1,227,800	111 %	1,279,788	87,605	7 %
EXPENDITURES PAID											
Personnel Services	-	-	52,083	35,418	167,274	254,774	273,400	93 %	248,150	(6,624)	(3)%
Administrative	-	-	-	-	118,302	118,302	118,800	100 %	112,542	(5,760)	(5)%
Operating	6,470	-	93,484	99,348	77,877	277,179	260,100	107 %	257,131	(20,047)	(8)%
Contractual	-	-	-	-	74,052	74,052	85,000	87 %	74,817	765	1 %
Police	-	-	-	-	142,167	142,167	140,900	101 %	137,675	(4,492)	(3)%
Lease	-	-	-	200	-	200	-	-	-	(200)	-
Repairs and Maintenance	-	-	16,377	52,994	-	69,371	51,000	136 %	58,590	(10,782)	(18)%
Debt Service	-	142,786	-	-	-	142,786	142,800	100 %	142,786	-	-
Capital additions											
Stormwater	-	-	-	-	-	-	-	-	3,506	3,506	100 %
Other	-	4,416	110,876	50,809	-	166,100	100,500	165 %	92,588	(73,513)	(79)%
Total	6,470	147,202	272,819	238,770	581,033	1,246,295	1,172,500	106 %	1,127,786	(118,508)	(11)%
Excess (deficiency) of revenues over (under) expenditures	(2,195)	117,663	(244,645)	76,236	174,039	121,098	55,300	219 %	152,002	(30,904)	(20)%
OTHER SOURCES(USES) OF FUND											
Transfers	-	(98,500)	241,400	(57,200)	(85,700)	-	-	-	-	-	-
CHANGE IN FUND BALANCES	(2,195)	19,163	(3,245)	19,036	88,339	121,098	55,300	219 %	152,002	<u>\$ (30,904)</u>	(20)%
FUND BALANCES -											
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422	1,589,422		1,437,426		
End of Period	\$ 47,233	\$ 677,773	\$ 301	\$ 346,787	\$ 638,426	\$ 1,710,520	\$ 1,644,722		\$1,589,428		
CHANGE IN FUND BALANCE											
Budget	300	43,800	-	21,500	(10,300)	55,300					
Actual Over/(Under) Budget	\$ (2,495)	\$ (24,637)	\$ (3,245)	\$ (2,464)	\$ 98,639	\$ 65,798					

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

	BUDGET - FYE 12/31/2022					
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 240,100	\$ -	\$ 270,500	\$ 467,500	\$ 978,100
Property Taxes	-	-	22,600	-	47,000	69,600
Intergovernmental Taxes	-	-	10,700	-	16,700	27,400
Licenses, Permits & Fees	4,700	-	-	-	101,500	106,200
Grants	-	-	-	-	40,000	40,000
Miscellaneous Revenue	-	-	-	4,100	1,900	6,000
Interest Income	100	-	-	-	400	500
	4,800	240,100	33,300	274,600	675,000	1,227,800
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	55,800	42,600	175,000	273,400
Administrative	-	-	-	-	118,800	118,800
Operating	4,500	-	89,900	85,800	79,900	260,100
Contractual	-	-	-	-	85,000	85,000
Police	-	-	-	-	140,900	140,900
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	16,500	34,500	-	51,000
Debt Service	-	142,800	-	-	-	142,800
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	67,500	33,000	-	100,500
Total	4,500	142,800	229,700	195,900	599,600	1,172,500
Excess (deficiency) of revenues over (under) expenditures	300	97,300	(196,400)	78,700	75,400	55,300
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	(53,500)	196,400	(57,200)	(85,700)	-
CHANGE IN FUND BALANCE	300	43,800	-	21,500	(10,300)	55,300
FUND BALANCE -						
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422
End of Period	\$ 49,728	\$ 702,410	\$ 3,546	\$ 349,251	\$ 539,787	\$ 1,644,722
CHANGE IN FUND BALANCE						
Budget						
Actual Over/(Under) Budget						

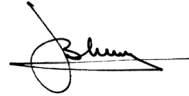
CITY OF TWIN OAKS, MISSOURI
STATEMENTS OF REVENUES AND EXPENDITURES,
FUND BALANCE AND CHANGE IN FUND BALANCE

ACTUAL - DECEMBER 31, 2022						
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 264,865	\$ -	\$ 311,606	\$ 538,963	\$ 1,115,433
Property Taxes	-	-	15,530	-	40,244	55,774
Intergovernmental Taxes	-	-	12,644	-	16,516	29,160
Licenses, Permits & Fees	4,186	-	-	-	113,310	117,496
Grants	-	-	-	-	40,339	40,339
Miscellaneous Revenue	-	-	-	3,400	835	4,235
Interest Income	90	-	-	-	4,867	4,956
	4,275	264,865	28,174	315,006	755,072	1,367,393
EXPENDITURES PAID						
Court	-	-	-	-	1,363	1,363
Personnel Services	-	-	52,083	35,418	167,274	254,774
Administrative	-	-	-	-	118,302	118,302
Operating	6,470	-	93,484	99,348	77,877	277,179
Contractual	-	-	-	-	74,052	74,052
Police	-	-	-	-	142,167	142,167
Lease	-	-	-	200	-	200
Repairs and Maintenance	-	-	16,377	52,994	-	69,371
Debt Service	-	142,786	-	-	-	142,786
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	4,416	110,876	50,809	-	166,100
Total	6,470	147,202	272,819	238,770	579,671	1,244,932
Excess (deficiency) of revenues over (under) expenditures	(2,195)	117,663	(244,645)	76,236	175,402	122,461
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(2,195)	117,663	(244,645)	76,236	175,402	122,461
FUND BALANCE -						
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422
End of Period	\$ 47,233	\$ 776,273	\$ (241,099)	\$ 403,987	\$ 725,489	\$ 1,711,883
CHANGE IN FUND BALANCE						
Budget	300	43,800	-	21,500	(10,300)	55,300
Actual Over/(Under) Budget	(2,495)	73,863	(244,645)	54,736	185,702	67,161

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

ACTUAL - DECEMBER 31, 2021						
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 248,598	\$ -	\$ 301,410	\$ 481,433	\$ 1,031,441
Property Taxes	-	-	20,722	-	41,268	61,991
Intergovernmental Taxes	-	-	10,745	-	17,243	27,989
Licenses, Permits & Fees	4,879	-	-	-	106,210	111,089
Grants	-	-	-	-	39,954	39,954
Miscellaneous Revenue	-	-	-	3,900	1,752	5,652
Interest Income	44	-	-	-	1,630	1,673
	4,923	248,598	31,467	305,310	689,489	1,279,788
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	50,243	34,391	163,517	248,150
Administrative	-	-	-	-	112,542	112,542
Operating	20,943	-	78,077	76,662	81,450	257,131
Contractual	-	-	-	-	74,817	74,817
Police	-	-	-	-	137,675	137,675
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	18,345	40,245	-	58,590
Debt Service	-	142,786	-	-	-	142,786
Capital additions						
Stormwater	-	-	-	3,506	-	3,506
Other	-	26,883	38,723	26,982	-	92,588
Total	20,943	169,669	185,388	181,786	570,001	1,127,786
Excess (deficiency) of revenues over (under) expenditures	(16,020)	78,929	(153,920)	123,524	119,489	152,002
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(16,020)	78,929	(153,920)	123,524	119,489	152,002
FUND BALANCE -						
Beginning of Year	65,448	590,701	587	262,946	517,744	1,437,426
End of Period	\$ 49,428	\$ 669,630	\$ (153,333)	\$ 386,470	\$ 637,233	\$ 1,589,428
CHANGE IN FUND BALANCE						
Budget						
Actual Over/(Under) Budget						

Date: January 13, 2023
To: Frank Johnson, City Clerk
From: Jeffrey B. Blume
Subject: City Ordinance Compliance



With respect to the City's Code Section 110.080, requiring semi-annual compilation and disclosure of revenues, expenditures and indebtedness, with respect to the City of Twin Oaks, Missouri, I make the following report to you.

For the year ended December 31 2022, consolidated revenues and expenditures of the City of Twin Oaks, Missouri were approximately \$1,367,000 and \$1,246,000, respectively, resulting in a net excess of revenues over expenses and an increase in consolidated fund balance of about \$121,000. The City's non-trade, secured and appropriated indebtedness as of this date was about \$1,119,000. Additional financial information may be obtained from the City's website, <http://www.cityoftwinoaks.org>.

In accordance with the ordinance, please cause this information to be published in a newspaper serving the City at the earliest date possible. In addition, please submit this report to the City's Board of Aldermen at its next regularly scheduled meeting for inclusion in its packet.

**A RESOLUTION APPROVING AND AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICES
IN THE CITY OF TWIN OAKS.**

WHEREAS, the City of Twin Oaks (the “City”) sought sealed bids for a contract for a contractor to provide residential solid waste collection services as described in the City’s Request for Proposals (the “Residential Solid Waste Collection Services”); and,

WHEREAS, in response to the Request for Proposals, the City received proposals from two companies, namely, Allied Services, LLC d/b/a Republic Services of Bridgeton MO and Gateway Disposal, LLC, to provide the desired Residential Solid Waste Collection Services to the City; and,

WHEREAS, Section 145.030 (“Bid Evaluation Guidelines”) of the Twin Oaks Purchasing Policy provides standards for the City to use in determining the lowest and best bidder; and,

WHEREAS, the City Clerk/Administrator and Mayor after reviewing the proposals using the Bid Evaluation Guidelines has determined that _____ is the lowest and best bidder; and,

WHEREAS, the Board of Aldermen has considered the recommendation from the City Clerk/Administrator and Mayor and has reviewed the bids under the Bid Evaluation Guidelines of Section 145.030 of the Twin Oaks Purchasing Code and has determined _____’s bid to be the lowest and best bid.

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter a Residential Solid Waste Collection Services Agreement on behalf of the City of Twin Oaks with _____ for the residential solid waste collection services in Twin Oaks per the proposal dated _____, 2023, marked “Exhibit A” to the Residential Solid Waste Collection Services Agreement attached hereto as Exhibit 1 and incorporated herein by reference. Such Agreement shall be in substantially the form of the contract, marked “Exhibit 1” attached hereto and incorporated herein by reference.

Section 2. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.

THIS RESOLUTION WAS PASSED AND APPROVED THE 18th DAY OF JANUARY 2023,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit 1
Residential Solid Waste Collection Services
Agreement

THIS RESIDENTIAL SOLID WASTE COLLECTION SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between _____ (hereinafter called “Contractor”) and the City of Twin Oaks, a municipal corporation (hereinafter called “City”).

WHEREAS, City, pursuant to Section 225.030 of the Solid Waste Code, has determined to enter into an agreement granting the exclusive right to collect, transport, process and remove residential solid waste within the City limits, subject to the limitations and provisions therein, and

WHEREAS, Contractor has, or will obtain, a business license to collect residential solid waste from the City, and

WHEREAS, City has solicited proposals for licensing contractors to provide residential solid waste collection within the City and, after due evaluation of the proposals received, City has determined that it is in the best interest of the City and its residents to grant a license to Contractor;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** Subject to the terms of this Agreement, City contracts with Contractor for the collection, transportation, processing and disposal of solid waste to residential households within the corporate limits of the City of Twin Oaks as set forth in the Request for Proposals incorporated herein. The term of this license shall be for a period of sixty (60) months from March 1, 2023 to February 29, 2028 with an option to extend the term of the Agreement for a maximum period of three (3) years available at the sole option of the City. The City must exercise the option by notice in writing to the Contractor no later than sixty (60) days prior to the expiration of the term of this Agreement. In the event of such extension, all terms and conditions of the contract shall be in full force and effect during the extension period, subject to the following:
 - A. The rates to be paid to the Contractor during the option period shall be as listed on the price quotation sheet (see Bid Proposal Form attached to the Request for Proposal).
 - B. The Contractor shall post with the City a Performance Guarantee in the form of an irrevocable letter of credit procured at his expense for the period of extension and the amount of the Performance Guarantee shall be in the amount of Twenty-Five Thousand Dollars (\$25,000.00).
2. **Contract Documents.** This Agreement shall consist of: **The Request for Proposal** and;
 - A. Any addendum to the Request for Proposal (dated _____, 2023);
 - B. The Bid Proposal Form dated _____, 2023 submitted by Contractor (the “Proposal” attached as Exhibit A);
 - C. This Agreement and any exhibits attached thereto; and
 - D. Performance Guarantee and any other bonds or guarantees required.
3. **Scope of Services.** The Scope of Services shall be as set forth in the Request for Proposal and as set forth in the Terms of Service attached as Exhibit B.

4. **Labor, Equipment and Materials.** Contractor shall furnish, unless otherwise provided, all implements, machinery, equipment, tools, supplies and labor necessary to the performance of the trash, recycling, and yard waste services under this Agreement, including any emergency repairs and maintenance.
5. **Termination/Revocation.** City reserves the right to revoke this Agreement which includes the provisions of the Request for Proposal and the rights and privileges of Contractor in the event that Contractor:
 - A. Violates any material provision of this Agreement; or
 - B. Fails to perform the services required under this Agreement; or
 - C. Fails to provide or maintain in full force and effect, the liability indemnification coverages or performance guarantee as required herein; or
 - D. Violates any reasonable orders or rulings of any regulatory body having jurisdiction over Contractor relative to the collection, disposal or processing of solid waste unless such orders or rulings are being contested by Contractor as authorized by law; or
 - E. Contractor evades or attempts to evade any provision of this Agreement or the provisions of the City Solid Waste Code; or
 - F. Contractor becomes insolvent, placed in receivership, is unable or unwilling to pay its debts or is adjudged bankrupt; or
 - G. Violates any provision of City ordinance, and fails to reasonably cure such violation, or commits repeated violations of ordinances of the City.

Except where the public safety or welfare requires otherwise, the City shall endeavor to provide the Contractor notice and a reasonable opportunity to cure any contractual breach, if curable. However, nothing herein shall preclude the City from drawing on the Performance Guarantee to remedy emergency situations or in the event, the Contractor fails to cure within a reasonable time.

6. **Compliance with Federal, State and Local Law.** The Contractor shall comply with all federal, state and municipal laws for performance under this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties. It shall be the obligation of the Contractor to require this provision to be included in all subcontracts.

Specifically, as a condition for the award of this Contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. Such affidavits shall be substantially in the form provided in **Exhibit A**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor has provided at the time of submission of any bid affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor, and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any contract awarded to the Contractor.

7. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless City, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorney's 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 City or others, in any way arising out of Contractor's breach of the Contract Documents or out of services and operations performed hereunder by Contractor, including City's reliance on the services provided by Contractor under the terms of this Agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City.
8. **Solid Waste Code Incorporated.** This Agreement and the terms and conditions herein shall include and incorporate the terms and provisions of City of Twin Oaks Solid Waste Code and any amendments thereto, except as provisions are in conflict with any applicable statute of Missouri or the United States or rule or regulation of any state or federal agency exercising authority over solid waste disposal. Nothing herein shall be construed as an abrogation or limitation by the City of any of its police powers, and irrespective of this agreement may amend or enact any legislation or law within the scope of its authority as a 4th class city of the State of Missouri.
9. **Other Representations, Warranties and Other Covenants by the Contractor.** The Contractor represents and warrants that it has been engaged in such work as required by the Scope of Services and has provided similar services to those required to be performed under this Agreement to other municipalities, subdivision associations and/or private enterprises and that it owns sufficient equipment and engages sufficient personnel to perform under the terms of this Agreement. The Contractor further represents and warrants that it is an equal opportunity employer. The Contractor agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent from the Board of Aldermen. The Contractor will take appropriate measures to ensure that the traveling public will be adequately protected as deemed necessary or as directed by the City.
10. **Contractor's Liability Insurance.** The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor hereunder. The Contractor shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

Insurance Type & Amount

Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employees' Liability coverage in the Statutory Amount

Commercial General Liability, Products and Completed Operations Insurance with split limits of \$3,000,000/\$3,000,000 personal injury and \$3,000,000 property damage or combined single limits of \$1,000,000.

Automobile Liability Insurance with split limits of \$3,000,000/1,000,000 personal injury and \$3,000,000 property damage limits or combined single limits of \$1,000,000.

Notwithstanding the above, the coverage amount for Automobile and General Liability Insurance shall be automatically increased to equal at all times an amount not less than the sovereign immunity limits set by RSMo. 537.600, et seq., as calculated by the Missouri Department of Insurance and published annually in the Missouri Register per Section 537.610 RSMo. Said insurance policies shall specifically name the City of Twin Oaks as an additional insured party under said policies, and said insurance policies shall be carried in a firm or corporation which has been duly licensed or permitted to write insurance in the State of Missouri and said policy will not be altered, amended or terminated without thirty (30) days notice having been given to the City of Twin Oaks. The policy or policies shall contain a provision that written notice of any cancellation or modification in coverage shall be given to City at least thirty (30) days in advance of the effective date thereof. Any approved subcontractor shall be subject to all the conditions of this paragraph. A verified copy of such insurance policy or policies, which shall be approved by the City, shall be submitted to the City Clerk prior to the commencement of services.

11. **Invoicing.** The City shall have no responsibility to pay Contractor for the services rendered under this Agreement. The Contractor is solely responsible for direct invoicing and collection of fees for services rendered to each household to which it provides service in the City. All billing will be for services rendered prior to the billing date. No advanced billing for service will be permitted, except for the initial quarter, provided the selected Contractor demonstrates to the City's sole satisfaction that such invoicing is required to allow said Contractor to provide waste hauling services to the City. Billing should be on a quarterly basis and not be due less than thirty (30) days from the billing date. The number of households served by the Contractor shall be subject to a periodic audit by the City. The same service and rates shall be extended to any areas, which may be annexed by the City or developed in the City during the term of the contract.
12. **Conflicts.** The specific terms, conditions, promises and covenants made by Contractor by this Agreement are as provided in this Agreement and the Request for Proposal ("RFP") and the proposal submitted by Contractor and which are incorporated herein by reference. To the extent there is any conflict in the terms of the proposal submitted by Contractor and the RFP of the City, on file with the City Clerk or with the Code of the City of Twin Oaks, the RFP and Code of the City shall govern and prevail, and are incorporated herein as if fully set forth.
13. **Amendment/Waiver.** The City hereby reserves the right to amend the terms of this Agreement to convert the invoicing to be directly to, and paid for by, the City if, in the determination of the Board of Aldermen, the terms of such amendment are more favorable to the City. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision is amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.
14. **State Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to the principles of the conflicts of laws.
15. **Severability.** The invalidity or unenforceability of any provision of this Agreement not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.
16. **Successors & Assigns.** Any privilege granted herein is to be held in personal trust by the Contractor. It cannot, in any event, be sold, transferred, leased, assigned or disposed of, in whole or part, either by forced or involuntary sale or by a voluntary sale, merger, consolidation or otherwise without prior consent of the Board of Aldermen of the City, and such consent shall not be unreasonably withheld. This Agreement shall be binding upon Contractor and all of its successors, lessors and/or assignees as may be approved by City.
17. **Counterparts.** This Agreement may be executed in one or more counterparts.

18. Costs & Attorneys' Fees. Contractor shall pay, and by its acceptance of this Agreement, Contractor specifically agrees that it will pay all damages; investigative, attorney, reporter or witness fees; travel expenses; depositions; court costs; interest and penalties which the City may incur legally or be required to pay as a result of any storage, collection, transportation, processing or disposal of solid waste by Contractor, in breach hereof, or any wrongful or negligent acts or admissions of Contractor. These damages, investigative, attorney, reporter or witness fees, travel expenses, depositions, court costs, interest or penalties shall include, but shall not be limited to, damages arising out of worker's compensation laws and all other damages arising out of the performance of Contractor authorized hereunder, and any violation by Contractor of this agreement or the Solid Waste Code, including damages incurred by City in enforcement of this Agreement.

19. Administrative Remedies. Any claimed breach of this Agreement by City shall be asserted by Contractor within sixty (60) days thereof in writing and filed with the City Clerk. Before any legal action or proceeding may be filed in any court of jurisdiction, Contractor Agrees to exhaust its administrative remedy pursuant to a petition and proceedings filed with the City under its Administrative Procedure Code, Chapter 150, which shall have jurisdiction thereof.

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

CONTRACTOR: _____
By: _____
Title: _____

City of Twin Oaks

By: _____
Mayor

ATTEST: _____
Frank Johnson, City Clerk/Administrator

Exhibit A
Winning Bidder's Proposal

Exhibit B

Terms of Service

DEFINITIONS

The following terms used at any place in the contract documents shall be construed thus:

BIDDER: The individual or entity who submits a Bid directly to CITY.

CONTRACTOR: The individual, partnership, or corporation, which shall enter into the Agreement to perform the work, outlined in the contract documents with the CITY.

DAY(S): Calendar days, unless otherwise defined.

CITYCITY: City of Twin Oaks, Missouri.

SINGLE FAMILY DETACHED AREA: That part of the City containing dwelling units excluding the Birnamwood Condominium Area (approximately 97 single-family dwelling units).

SINGLE-FAMILY DWELLING UNIT: Each dwelling unit in the City including the Birnamwood Condominium Area (approximately 175 single-family dwelling units) unless otherwise specified.

SOLID WASTE CODE: Chapter 225 of the Twin Oaks Municipal Code.

SUB-BIDDER or SUBCONTRACTOR: A person or entity that submits a Bid to a BIDDER for materials or labor for a portion of the Work.

SUCCESSFUL BIDDER: The lowest qualified, responsible, and responsive BIDDER to whom CITY (on the basis of CITY'S evaluation as herein provided) makes an award.

SURETY: Surety shall be a corporate surety company or companies of recognized standing licensed to do business in the State of Missouri and acceptable to the CITY. A rating in the "A" category from Best's or from Standard and Poor's shall constitute recognized standing. The Surety shall attach a certified and current copy of its authority to do insurance business from the State of Missouri.

BIRNAMWOOD CONDOMINIUM AREA: The condominiums encompass the residences from 1500-1592 Autumn Leaf Drive and from 1500-1563 Birnamwood Trails Drive. Each condominium building contains multiple units that are serviced by a shared drive.

All other terms used at any place in the contract documents shall have the same meanings as set forth in the Solid Waste Code.

SERVICES TO BE PROVIDED

The Contractor shall have the right, privilege and duty to collect, haul and dispose of all garbage, rubbish and other waste matter described herein from all residential structures within the City at such collection points and in such frequencies as described herein. The Contractor shall also have the right, privilege and duty to recycle all materials so defined by the Contract and described herein.

Residential Pick-up

Collection shall include household garbage once per week. Such items shall be collected in unlimited quantities.

Yard Waste

Yard waste shall include grass clippings, leaves, garden vegetation, flowers, Christmas trees, tree limbs and branches. Collection of yard waste shall be at the curb on a once-per-week basis on the day established for such collections (preferably Monday). Tree limbs and branches must be tied in bundles not to exceed four (4) feet in length. Other yard waste must be in clean waste receptacles, yard waste bags or other disposable containers not to exceed fifty (50) pounds. The number of bundles and/or bags shall be on an unlimited basis.

Bulky Pickup

As part of the services and without additional charge, the Contractor shall provide for collection of bulky items at the curb once per week after the resident has called for bulky item pick-up. This is intended to include such items as household equipment, furniture, rugs (carpet must be bundled 4ft x 2ft or less), which will not fit into trash receptacles provided that such items can be carried to the curb by two (2) persons and do not exceed one hundred and fifty (150) pounds. Bulk items shall not include construction debris, tires or lead-acid batteries.

Recycling Services

The Contractor shall provide for collection of recyclables once per week to all homes in the City. The Recycling pick-up shall be single stream recycling with no need for the resident to separate the recyclable items. Recyclable items shall consist of commingled containers and residential paper fiber as set forth below. Contractor shall not dispose of any recyclable items collected in the recycling program in a sanitary landfill. Contractor shall comply with all Twin Oaks and St. Louis County Ordinances applicable to recycling and solid waste disposal.

Commingled Containers include, but are not limited to:

- Plastic #1HDPE (Soda Bottles)
- Aluminum cans, trays & foil (trays and foil must be cleaned)
- Milk & Juice cartons
- Steel and tin cans
- PET Soda, water & flavored beverage bottles #1
- HDPE milk & juice containers (#2 clear plastic)
- HDPE detergent & fabric softener containers (#2 colored plastic)
- PVC Narrow neck containers ONLY (#3 plastic); health & beauty aid products & household cleaners
- LDPE grocery containers (#4 plastic); margarine tubs, frozen dessert cups, six and twelve park rings
- PP grocery containers (#5 plastic); yogurt cups, narrow neck syrup and ketchup bottles, #7 plastic narrow neck containers only; plastic buckets; kitty litter containers (5 gallon size maximum)
- glass bottles and jars (clear, brown, and green) NO window glass, dinnerware or ceramics
- Residential Paper Fiber includes but is not limited to:
 - Newspaper including inserts (remove plastic sleeves)
 - cardboard broken down to 2' x 2' (NO waxed cardboard)

- Kraft (brown paper) bags, magazines and catalogs, telephone books, office, computer, notebook, gift wrap paper (NO metal clips, spirals, binders)
- Chipboard (cereal, cake & food mix boxes, gift boxes)
- Carrier stock(soda & beer can carrying cases)
- junk mail & envelopes (NO plastic cards, stick on labels or unused stamps)
- Paperback books (NO hard cover books).

Contractor shall provide Services as follows:

- *Solid Waste Collection.*
 - For each **Single Family Detached Unit**, Contractor to collect solid waste located curbside once a week on the day established for such collection (preferably Monday).
 - Contractor to provide, at no additional cost, one 64-gallon wheeled container for each Single Family Detached Unit.
 - For **Birnamwood Condominium Area** only, Contractor solid waste pickup will be outside each condo garage door once a week.
 - Contractor to provide, at no additional cost, smaller containers (as needed) for each unit in the Birnamwood Condominium Area.
 - Contractor agrees to use smaller collection vehicles (preferably less than 1/2 ton) for pickup within the Birnamwood Condominium Area.
- *Recycling Collection*
 - For each **Single Family Detached Unit**, Contractor to collect recycling located curbside once a week on the day established for such collections (preferably Friday). **Please specify accepted types of recycling items in the bid.**
 - Contractor shall provide, at no additional cost, one (1) 64-gallon wheeled recycling container for each Single Family Detached Unit.
 - For **Birnamwood Condominium Area** only, Contractor recycling pickup will be outside each condo garage door once a week.
 - Contractor shall provide, at no additional cost, smaller containers (as needed) for each unit in the Birnamwood Condominium Area.
 - Contractor agrees to use smaller collection vehicles (preferably less than 1/2 ton) for pickup within the Birnamwood Condominium Area.
- *Yard Waste Collection.* Contractor shall collect yard waste located curbside from each single-family dwelling unit once a week on the day established for such collections (preferably Monday). Yard waste shall be contained in cans or biodegradable (paper) lawn bags; branches and limbs shall be tied in bundles not exceeding four (4) feet in length and one and a half (1½) feet in width.
- *Bulk Items Collection.* Contractor shall collect bulk items located curbside from each single-family dwelling unit at least once a month on the day established for such collections (preferably Monday) after the resident has called the Contractor for bulky

item pickup. Contractor shall respond to resident inquiries regarding the status of items placed out for pickup.

- *Special Items Collection.* Contractor shall provide collection and disposal service to each single-family dwelling unit for appliances, large metal items, tires and automotive batteries. Collection of these items shall be provided on the basis of collection appointments made by Contractor in response to requests by residents. There shall be no charge for this service.

Service Days

- *Solid Waste Collection* -- _____ days
- *Recycling Collection* -- _____ days
- *Yard Waste Collection* -- _____ days

Service and Complaints

The Contractor shall maintain an office for the transaction of business, including receipt of service calls or complaints and shall be available for such calls on all working days between the hours of 8:00 a.m. to 5:00 p.m. Any complaint must be given prompt and courteous attention and, in case of missed scheduled collections, the contractor shall investigate and, if verified, shall arrange for the pick-up of said refuse within twenty-four (24) hours after the complaint is received.

The Contractor shall answer the phone promptly and process complaints quickly without requiring callers to spend in excess of approximately five (5) minutes on hold while waiting for their calls to be handled. The Contractor shall keep a log of all customer complaints or inquiries received from residents of single-family households in the City, together with notations showing when and how each complaint has been addressed or resolved by the Contractor. The Contractor shall provide the City with a copy of the log and a summary of complaints or inquiries no less frequently than once per month. Failure to comply with the customer service requirements is cause for termination.

Service shall be provided in a workmanlike manner. Contractor is responsible for immediately removing any residue or spillage from each stop along the residential collection route. Any residential waste, recyclables or yard waste spilled or blown during transportation shall be retrieved immediately.

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

January 13, 2023

General Updates

Twin Oaks Municipal Court

- St. Louis County has agreed to pay for converting the backlog of Twin Oaks cases into the PA Portal system that is now being used to file cases by the City's prosecuting attorney. There are approximately 400 such cases that will be spread out over the next several months of court dates.

Sewer Lateral Program for 2022

- The City received \$4,019 in sewer lateral fees in 2022 and paid out \$6,470 in reimbursements to residents. The account balance as of 1/10/2023 is \$40,302 compared to a balance of \$41,609 on 1/12/2022.
- The changes made to the program in 2022 were a factor in limiting costs, as one of the two reimbursements was for the capped amount of \$5,000.

Project Updates

Twin Oaks Park Bridge Replacement

- The RFQ for the Twin Oaks Park Bridge Replacement will be published on Monday, Jan. 16, with proposals due to the City by Monday, Feb. 6.

Crescent Ave. Sidewalk

- BFA plans to complete the grading plans this week and then focus on finishing the erosion/sediment control plans. They have also provided the City with a digital set of in-progress plans. The files are large, so please contact me directly if you would like a copy.

Twin Oaks Park Tree Removal

- Maintenance staff have identified four hazardous oak trees above the basketball court that will need to be removed. Staff is in the process of getting bids, but the estimated cost is approximately \$9,000.