

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, FEBRUARY 7, 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 17, 2024
 - b) Bills List from January 13, 2024 to February 2, 2024
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Police Report – Officer Wehner
- 7) CITIZEN COMMENT
- 8) NEW BUSINESS
 - a) **Resolution No. 2024-04:** A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH J CO. LAWN CARE, DBA J CO. HOLIDAY LIGHTING, FOR TRIM LIGHTING REPLACEMENT AND A QUARTERLY MAINTENANCE PROGRAM FOR THE TWIN OAKS TOWN HALL BUILDING.
 - b) **Resolution No. 2024-05:** A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH BEIS PLUMBING LLC FOR REPLACING LAVATORY EQUIPMENT AT THE TWIN OAKS PARK COMFORT STATION.
 - c) **Resolution No. 2024-06:** A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH TRC OUTDOOR LC LLC FOR CONCRETE PLANTER BOX REPAIR.
 - d) **Bill No. 24-01:** AN ORDINANCE AUTHORIZING THE FILING WITH THE BOUNDARY COMMISSION OF ST. LOUIS COUNTY, MISSOURI A “MAP PLAN” IDENTIFYING THE LIMITS OF A POSSIBLE BOUNDARY CHANGE FOR THE CITY OF TWIN OAKS DURING THE COMMISSION’S FIVE-YEAR PLANNING CYCLE.
 - e) **Bill No. 24-02:** AN ORDINANCE AMENDING CHAPTER 115, ARTICLE II, SECTION 115.090 PERTAINING TO THE OFFICE OF CITY CLERK
 - f) Park Committee Appointment

9) DISCUSSION ITEMS

- a) Total Solar Eclipse Event
- b) Park Playground Musical Instrument

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: February 5, 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 17, 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
David Watson, Financial Consultant

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 Lisa Eisenhauer. 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 January 3, 2023; Bills List from December 30, 2023 to January 12, 2024; and the Credit Card List from December 1 to December 31, 2023. City Clerk/Administrator Frank Johnson added a SLACMA invoice to the Bills List. With no further additions or corrections, Mayor Fortune asked for a motion to approve the Consent Agenda. Alderman Tim Stoeckl motioned to approve the consent agenda as amended, seconded by Alderman April Milne. The motion passed by a unanimous voice vote.

REPORT OF COMMITTEES/COMMISSION/CONTRACTORS

Financial Statements: Financial consultant David Watson reviewed the financial report for the month ending December 31, 2023. He stated that this report reflects the previous twelve months. He stated that the City's balance sheet has remained steady over the past few months with the total of all funds totaling \$2,232,634. He added that this report will be updated following the collection

of revenues through the month of March 2024. He explained that the revenues that will be recorded in January and February will reflect revenue from the end of 2023. He stated the City remains in a solid financial position.

Biannual Statement: Mr. Watson reported that for the year ended December 31, 2023 the consolidated revenues and expenditures for the City were approximately \$830,163.00 and \$755,060.00 respectively. He added that Long-Term Indebtedness for the City was \$1,020,451.00, He explained that this particular summary is in compliance with the City’s Code requiring disclosure of revenues and expenditures every six months, and that everything that is contained in this summary is also contained in further detail in the monthly Financial Statements.

Park Committee: Ms. Paula Dries presented the Park Committee report. She stated that the Park Committee met on Tuesday, February 16 and discussed the details of the Bingo/Chili Cook-Off evening that will be held on February 10, 2023. She added that the committee will welcome any interested candidates for Aldermen to attend the evening to introduce themselves but there will not be a formal presentation. Publicity for the Bingo/Chili evening will begin this Friday with Facebook posting and an email announcement to residents. She added that there is an opening on the Park Committee and three applications have been submitted. The Park Committee is reviewing the applications and will present their recommendations to Mayor Fortune for appointment. Mayor Fortune added that there will be an additional opening on the Park Committee later in the spring and asked that the Park Committee submit two recommendations. Paula added that Summer Concerts and the Easter Egg Hunt were also discussed.

Citizen Comments

No Citizen comments.

New Business

Resolution No. 2024-02: A Resolution Approving a Purchase Agreement for Certain Property Interests Associated with the Crescent Avenue Project. City Clerk/Administrator Johnson read Resolution No. 2024-02. He clarified that this resolution is for the property at 98 Crescent. He added that this agreement covers the loss of trees and the purchase of a permanent easement. He further explained that the home owner had an issue with the mortgage being less than a year old and the City had to agree for a permanent easement. Alderman Milne motioned to approve Resolution 2024-02, seconded by Alderman Whitmore. Resolution No. 2024-02 passed by a unanimous vote.

Resolution No. 2024-03: A Resolution Approving a Donation Agreement for, and Accepting Certain Property Interests Associated with, the Crescent Avenue Project. City Clerk/Administrator Johnson read Resolution No. 2024-03. He stated that this the fourth and final ROW needed for the Crescent Avenue Project. He explained that this ROW is being donated and the agreement is similar to a purchase agreement. He added that all the deeds for this project will be filled with the county by ORC. Alderman Eisenhauer motioned to approve Resolution No. 024-03, seconded by Alderman Stoeckl. Resolution No. 2024-03 passed by a unanimous vote.

DISCUSSION ITEMS

City Clerk/Administrator Job Posting: Mayor Fortune opened the discussion stating the importance of posting this opening as soon as possible to begin receiving applications for review. He asked for the Board's input to decide if this job posting should be for an Administrator/City Clerk or for a City Clerk. He reviewed that City Clerk/Administrator Frank Johnson was initially hired as a City Clerk and moved into the position of Administrator. He then reminded the Board that with the addition of the title of Administrator, the City Code needed to be updated to reflect the title change and will need to be amended if the Board decides to advertise for City Clerk. Discussion ensued and the Board agreed to advertise for a City Clerk and give the new candidate an opportunity to grow into an Administrator. Mayor Fortune remarked that the Board would make the appropriate changes to the ordinance and mentioned that City Clerk/Administrator Johnson will be preparing a job description for posting.

Mayor Fortune added that City Clerk/Administrator Johnson's employment with the City has been a perfect fit. He expressed thanks from the Board and himself and wished Mr. Johnson well in his future endeavors. City Clerk/Administrator Johnson thanked the Board for the opportunity and remarked that he has enjoyed working with everyone.

Town Hall Lighting: City Clerk/Administrator Johnson presented various lighting options and a new maintenance for the City Hall outside lighting. He explained that a maintenance agreement is required to keep lighting on the building and the current proposal is \$1,600 for the year and that includes inspection every 90 days and service calls throughout the year. He also presented various options of light bulb shapes and appearance. Discussion ensued and the Board agreed to replace the current lights with a round bulb that will match the Villages of Twin Oaks apartments for an additional cost of \$1,468. Alderman Whitmore motioned to change the lights to round bulbs, seconded by Alderman Stoeckl. The motion pass by a unanimous voice vote.

ATTORNEY'S REPORT

City Attorney Paul Rost stated that he has been working with City Clerk/Administrator Johnson to prepare for the upcoming Planning and Zoning Commission meeting to discuss fencing and subdivision sidewalk regulations.

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 he requested an estimate for providing medical benefits to City employees from insurance firm Daniel and Henry and would bring it to the Board for discussion in a work session at the February 7 meeting.

MAYOR & ALDERMEN COMMENTS

Mayor Russ Fortune mentioned that he would like to have a luncheon with the staff and Board members on Frank’s last day at Carretas. He asked for Paula to make arrangements.

Alderman Eisenhower mentioned that the temperature thawed to a pleasant 40 degrees.

Alderman Whitmore teased the Board saying that a task he had given to City Clerk/Administrator Johnson concerning taking over the lighting challenges was the reason he was leaving.

FINAL CITIZEN COMMENTS

No citizen comments.

ADJOURNMENT

There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Eisenhower so motioned, seconded by Alderman Stoeckl and the regular meeting was adjourned at 7:49 p.m.

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
Januray 13, 2024 to February 2, 2024

Check No.	Billing Name	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12850	Too Creative	1/17/1914	1000 count window and solid envelopes	5131	\$690.00	\$690.00	2/7/2024
12847	SLACMA	1/16/2024	yearly membership dues		\$50.00	\$50.00	2/7/2024
12839	Russ Fortune	1/11/2024	reimbursement for business lunch with Tim Breece		\$54.95	\$54.95	2/7/2024
12843	Crowder	1/16/2024	Snow event on 1-13-24	6339	\$4,372.50		
		1/24/2024	Ice event on 1-21 & 1-22	6375	\$3,445.00		
		1/19/2024	Ice event on 1-19-24	6357	\$1,722.50	\$9,540.00	2/7/2024
12844	Engelmeyer & Pezzani, LLC	1/16/2024	charges for assistant prosecutor duties	4228	\$208.50		
		2/1/2024	charges for assistant prosecutor duties	3991	\$256.50		
		2/1/2024	charges for Tim Engelmeyer	4138	\$375.00		
		2/1/2024	charges for assistant prosecutor duties	4230	\$196.50		
		2/1/2024	charges for assistant prosecutor duties	4244	\$409.50	\$1,446.00	2/7/2024
12848	St Louis County Public Works	10/29/2023	occupancy inspections for apt. 456, 250, 406, 256	T10292300055001	\$300.00	\$300.00	2/7/2024
12842	City of Des Peres	1/18/2024	October-December membership 2023	oct-dec 2023	\$350.00	\$350.00	2/7/2024
12851	USR-DESCO	1/23/2024	2024 common area maintenance fee	2349	\$2,019.96	\$2,019.96	2/7/2024
12849	Steve McGinty	1/24/2024	Reimbursement for sewer lateral repair		\$2,100.00	\$2,100.00	2/7/2024
12841	Bridge Tower	1/17/2024	semi-annual disclosure of revenues & expenditures	745668513	\$16.34	\$16.34	2/7/2024
12840	Ameren	1/19/2024	successor report for 2024	06390-52020	\$150.00	\$150.00	2/7/2024
12846	Missouri One Call	1/26/2024	missed third quarter billing on 9-30-19	9091093	\$28.60		
		1/26/2024	missed first quarter billing on 03-31-23	3031106	\$10.80		
		1/26/2024	missed fourth quarter billing on 12-31-23	3121114	\$9.45	\$48.85	2/7/2024
12838	Linda Adelman	1/30/2024	reissue check for resident pavilion reservation	PR100323	\$150.00	\$150.00	2/7/2024
12845	Marco	1/22/2024	contract charges for 1-24 to 2-24	12082707	\$74.08	\$74.08	2/7/2024
12852	St Louis County Public Works	1/28/2024	occupancy inspections for apt.231, 454, 446, 301, 403, 115 and 1325 woodland oaks, 816 Meramec Station Rd	TO12824000555003	\$641.00	\$641.00	2/7/2024
12853	DEKA Service	1/25/2024	preventative Maintenance	32487916	\$156.00	\$156.00	2/7/2024
Autopay	The Brain Mill	1/15/2024	monthly IT service contract charges	220915	\$1,192.00	\$1,192.00	2/3/2024
Autopay	Ameren	1/5/2024	monthly charges for street lighting	5515	\$638.87	\$638.87	1/29/2024
Autopay	ATT	1/6/2024	monthly charges for city hall	1803	\$163.36	\$163.36	1/29/2024
Autopay	MSD	1/25/2024	monthly charges for 50 Crescent	0813150-0	\$34.84	\$34.84	2/14/2024
Autopay	Missouri American Water	1/23/2024	monthly charges for 1240 Derbyshire	6868	\$48.92	\$48.92	2/14/2024
Autopay	Missouri American Water	1/23/2024	monthly charges for city hall	7767	\$73.83	\$73.83	2/14/2024
Autopay	Missouri American Water	1/23/2024	monthly charges for city hall irrigation	8240	\$32.22	\$32.22	2/14/2024
Autopay	Missouri American Water	1/26/2024	monthly charges for 1312 Big Bend irrigation	5681	\$59.24	\$59.24	2/20/2024
Autopay	Missouri American Water	1/24/2024	monthly charges for 50 Crescent	6457	\$17.15	\$17.15	2/24/2024
Autopay	Ameren	1/24/2024	monthly charges for city hall	8004	\$1,403.49	\$1,403.49	2/7/2024
Autopay	Ameren	1/24/2024	monthly charges for 1 Twin Oaks Ct	5112	\$801.28	\$801.28	2/7/2024
Autopay	Ameren	1/24/2024	monthly charges for 50 Crescent	2123	\$35.37	\$35.37	2/7/2024
Autopay	Ameren	1/24/2024	monthly charges for water pump	7008	\$12.16	\$12.16	2/7/2024
Autopay	Ameren	1/24/2024	monthly charges for street lighting-Big Bend/141	9007	\$92.17	\$92.17	2/7/2024
Autopay	Spire	1/24/2024	monthly charges for 50 Crescent	297090361	\$237.63	\$237.63	2/8/2024
Autopay	Spire	1/24/2024	monthly charges for City Hall	8628323056	\$399.32	\$399.32	2/5/2024
					23029.03	23029.03	
			Alderman				
			Alderman				



CITY OF TWIN OAKS POLICE ACTIVITY REPORT January 2024

Radio CFS:	32
Self-Initiated Assignments:	144
Police Reports Written:	17
Total Traffic Stops:	24

Arrests:

Felony	1 (Fraud)
Misdemeanor	1 (Domestic)
Summons (Arrest Notification)	0

Auto Accidents:

Injury	0
Non-Injury	11

Locations: 1393 Big Bend, 1230 Big Bend Rd, 1395 Big Bend Rd, 1144 Meramec Station Rd,
(4) Big Bend and MO Hwy 141, (3) Big Bend Rd and Meramec Station Rd

Crimes Reported:	3
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(Fraud - 1190 Meramec Station Rd, Stealing - 1393 Big Bend Rd, Domestic in the area of 1500 Birnamwood Trail.)

RESOLUTION NO. 2024-04

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH J CO. LAWN CARE, DBA J CO. HOLIDAY
LIGHTING, FOR TRIM LIGHTING REPLACEMENT AND A QUARTERLY
MAINTENANCE PROGRAM FOR THE TWIN OAKS TOWN HALL
BUILDING.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, the City Services Contract with J Co. Lawn Care, DBA J Co. Holiday Lighting, for replacement of the existing C7 Town Hall trim lighting with pearl white G30 bulbs and for a quarterly maintenance program for a total price not to exceed \$3,068.00 substantially in the form of the Agreement attached hereto as “Exhibit 1” and incorporated herein by reference.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 7th DAY OF FEBRUARY 2024,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and J Co. Lawn Care LLC hereinafter referred to as "Contractor," with a business mailing address of PO Box 372, Cedar Hill, MO 63016.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** (the "Proposal") and incorporated herein by reference, for replacement of the existing C7 Town Hall trim lighting with pearl white G30 bulbs and for a quarterly maintenance program, as described on Exhibit A, and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

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

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Project of City: — *Trim Lighting Replacement and Quarterly Maintenance Program for Twin Oaks Town Hall.*

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

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

II. COMPENSATION

The City hereby agrees to pay the Contractor a total amount not to exceed \$3,068.00, as full compensation for the complete and satisfactory performance of the Work.

III. TIME AND MANNER OF PAYMENTS

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

IV. CONTRACT SCHEDULE

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

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

J CO. LAWN CARE LLC

By _____

Title _____

DATED: _____

CITY OF TWIN OAKS

By _____

Title _____

DATED: _____

ATTEST: _____

City Clerk

GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
Proposal

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

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

ESTIMATE



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

**Exhibit B
Insurance**

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

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$505,420 per occurrence \$3,370,137 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$505,420 per occurrence \$3,370,137 aggregate

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

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

A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH BEIS PLUMBING LLC FOR REPLACING LAVATORY EQUIPMENT AT THE TWIN OAKS PARK COMFORT STATION.

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, the City Services Contract with Beis Plumbing LLC for removing the existing toilet in the men’s restroom at Twin Oaks Park and installing a new Kohler K-4386 model toilet for a total price not to exceed \$1,355.00 substantially in the form of the Agreement attached hereto as “Exhibit 1” and incorporated herein by reference.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 7th DAY OF FEBRUARY 2024, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____ by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Beis Plumbing LLC**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 280 Vance Road, Valley Park, MO 63088.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for removing the existing toilet in the men's bathroom at Twin Oaks Park and installing a new Kohler K-4386 model toilet, as described on Exhibit A (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

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

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Project of City: *Installation of new toilet in the men's bathroom facility in Twin Oaks Park.*

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

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

II. COMPENSATION

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

Due at the City's final acceptance of the Work: \$1,355.00

III. TIME AND MANNER OF PAYMENTS

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

IV. CONTRACT SCHEDULE

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

\$100.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

BEIS PLUMBING LLC

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
Proposal



Beis Plumbing LLC

Twin Oaks Town Hall
Twin Oaks Town Hall
1381 Big Bend Rd
Ballwin, MO 63021

(314) 574-7152
jwilliams@cityoftwinoaks.com

ESTIMATE	#10259
ESTIMATE DATE	Nov 6, 2023
TOTAL	\$1,355.00

SERVICE ADDRESS

1 Twin Oaks Ct
Manchester, MO 63021

CONTACT US

280 VANCE ROAD
VALLEY PARK, MO 63088

(314) 500-5325
beisplumbing@gmail.com

ESTIMATE

Services	qty	unit price	amount
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Supply/Install New Toilet	1.0	\$1,355.00	\$1,355.00
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*This wc needs to be ordered, office, if approved, do not schedule until delivery has been confirmed.

We will remove existing toilet and haul away. We will remove existing censor flush valve from behind wall, censor panel will remain but be disconnected. We will supply and install new chrome Sloan manual flush valve, and wall flush wc, piped through wall into storage room and connected to existing waterline.

1yr warranty on parts and labor supplied and installed by Beis Plumbing.

Disclaimers - Financing	1.0	\$0.00	\$0.00
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This makes the option to get all your plumbing wants and needs easier to perform all at once! The average older toilet, faucet, water heater etc. may be costing more than a newer more energy efficient model available. Along with the energy rebates on some units and the on site cost savings by doing more with a trade on site, this may be a great option!

We offer financing through Wisetack, rates as low as 0%, all pending credit and length needed! It is a soft pull with no impact on credit unless you choose to go with it! No credit card, monthly payment, and its closed when paid in full! All services over \$500.00 in cost are eligible for financing!! Ask our office for more details or click the tab on your estimate!!

A frequent source of confusion and concern among customers when applying for a loan is the potential impact on their credit score.

Lenders can conduct two types of credit inquiries when approving a customer — a soft pull or a hard pull. Hard pulls are more common and often impact credit. Soft pulls, on the other hand, do not hurt credit scores.

Managers Info - Service Manager - Dave	1.0	\$0.00	\$0.00
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We are always here to answer any of your questions, concerns, or just to talk about the project time line! If you have your info ready, even the estimate number if that is an option, give our guys a direct call and they will take care of all your concerns!

Dave Cell: 636-628-7498

Email: Servicemanager@BeisPlumbing.com

Services subtotal: \$1,355.00

Subtotal	\$1,355.00
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Total	\$1,355.00
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REMIT PAYMENT TO:

Beis Plumbing, LLC

280 VANCE RD

VALLEY PARK, MO 63088

Quotes are valid for the next 30 days, after which values may be subject to change.

Thank you for your business. Payment is due at time of service.

There will be a \$35.00 fee for any returned check. There is no warranty through Beis Plumbing for any work done if the house pressure is over 75 PSI. All warranties are void if work is not paid for.

If it is a remodel/new construction, 30% of quote is due after ground rough, 50% of quote is due after wall rough and the final 20% is due after finish. If no ground work then 80% will be due after wall rough and the final 20% is due after finish. Extras will be billed accordingly per segment. If this is not received prior to needing to schedule the next stage, the job will not be added to the schedule until funds are paid in full. If no payment is received within 14 days from the date of service, then Beis Plumbing, LLC reserves the right to charge a late fee.

PLEASE REFER TO TERMS & CONDITIONS

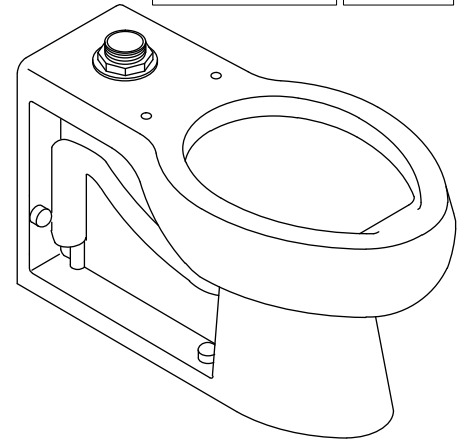
Notice to Owner:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO THE CHAPTER 429. RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT, FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE. CONTRACTEE AGREES TO PAY SERVICE CHARGE OF 1-1/2% PER MONTH (18% PER YEAR) ON ALL PAST DUE INVOICES. CONTRACTEE AGREES TO PAY ALL COLLECTIONS FEES, LEGAL FEES, AND EXPENSES INCURRED BY BEIS PLUMBING IN CONNECTION WITH OR IN THE COLLECTION OF THIS CONTRACT.

ACCOUNTS WILL BE SENT TO COLLECTIONS AFTER 30 DAYS.

ELONGATED TOILET BOWL K-4386

CSA B651 OBC



Features

- Vitreous china
- Elongated bowl
- Angle back and wall outlet
- 1-1/2" top spud
- 2-3/8" (60 mm) passageway
- 11" (279 mm) x 9-1/2" (241 mm) water area
- 4-1/2" (114 mm) rough-in
- 1.6 gpf (6.0 lpf)
- 27-1/2" (699 mm) x 14-1/2" (368 mm) x 15" (381 mm)

Codes/Standards Applicable

Specified model meets or exceeds the following:

- CSA B651
- OBC
- ASME A112.19.2/CSA B45.1

Colors/Finishes

- 0: White
- Other: Refer to Price Book for additional colors/finishes

Accessories

- 0: White
- CP: Polished Chrome
- Other: Refer to Price Book for additional colors/finishes

Specified Model

Model	Description	Colors/Finishes	
K-4386	Elongated toilet bowl	<input type="checkbox"/> 0	<input type="checkbox"/> Other_____
K-4386-L	Elongated toilet bowl - with bedpan lugs	<input type="checkbox"/> 0	<input type="checkbox"/> Other_____

Recommended Accessories				
K-4670-C	Lustra™ open-front seat	<input type="checkbox"/> 0	<input type="checkbox"/> Other_____	
K-4670-CA	Lustra open-front seat with anti-microbial agent	<input type="checkbox"/> 0		
K-4679	Lustra open-front seat with anti-microbial agent, less cover	<input type="checkbox"/> 0		
K-10674	WAVE exposed toilet flushometer – 1.6 gpf (6.0 lpf)			<input type="checkbox"/> CP
K-10957	Touchless DC toilet flushometer – 1.6 gpf (6.0 lpf)			<input type="checkbox"/> CP
K-13516	Manual toilet flushometer – 1.6 gpf (6.0 lpf)			<input type="checkbox"/> CP

Product Specification

The elongated toilet bowl shall be made of vitreous china. Bowl shall be 27-1/2" (699 mm) in length, 14-1/2" (368 mm) in width, and 15" (381 mm) in height. Bowl shall have 11" (279 mm) by 9-1/2" (241 mm) water area. Bowl shall have a 4-1/2" (114 mm) rough-in with a 1-1/2" top spud. Bowl shall feature 1.6 gpf (6.0 lpf), a 2-3/8" (60 mm) passageway, and an angle back and wall outlet. Elongated toilet bowl shall be Kohler Model K-4386-_____ or K-4386-L-_____.

ANGLESEY™

Technical Information

Fixture:	
Configuration	top spud, elongated
Water per flush	1.6 gpf (6.0 lpf)*
Spud size	1-1/2"
Passageway	2-3/8" (60 mm)
Water area	11" (279 mm) x 9-1/2" (241 mm)
Water depth from rim	5-1/4" (133 mm)
Seat post hole centers	5-1/2" (140 mm)
Minimum static pressure required	35 psi (241.3 kPa)
Maximum static pressure	80 psi (551.6 kPa)
Minimum flowing pressure required	25 psi (172.4 kPa)
Required supply minimum	25 gal/min (94.6 l/min)
* Based upon use of a 1.6 gal (6.0 L) flushometer.	

Included components:	
Spud	18357
Floor screws (pair)	21402
Bolt cap accessory pack	1013092

Installation Notes

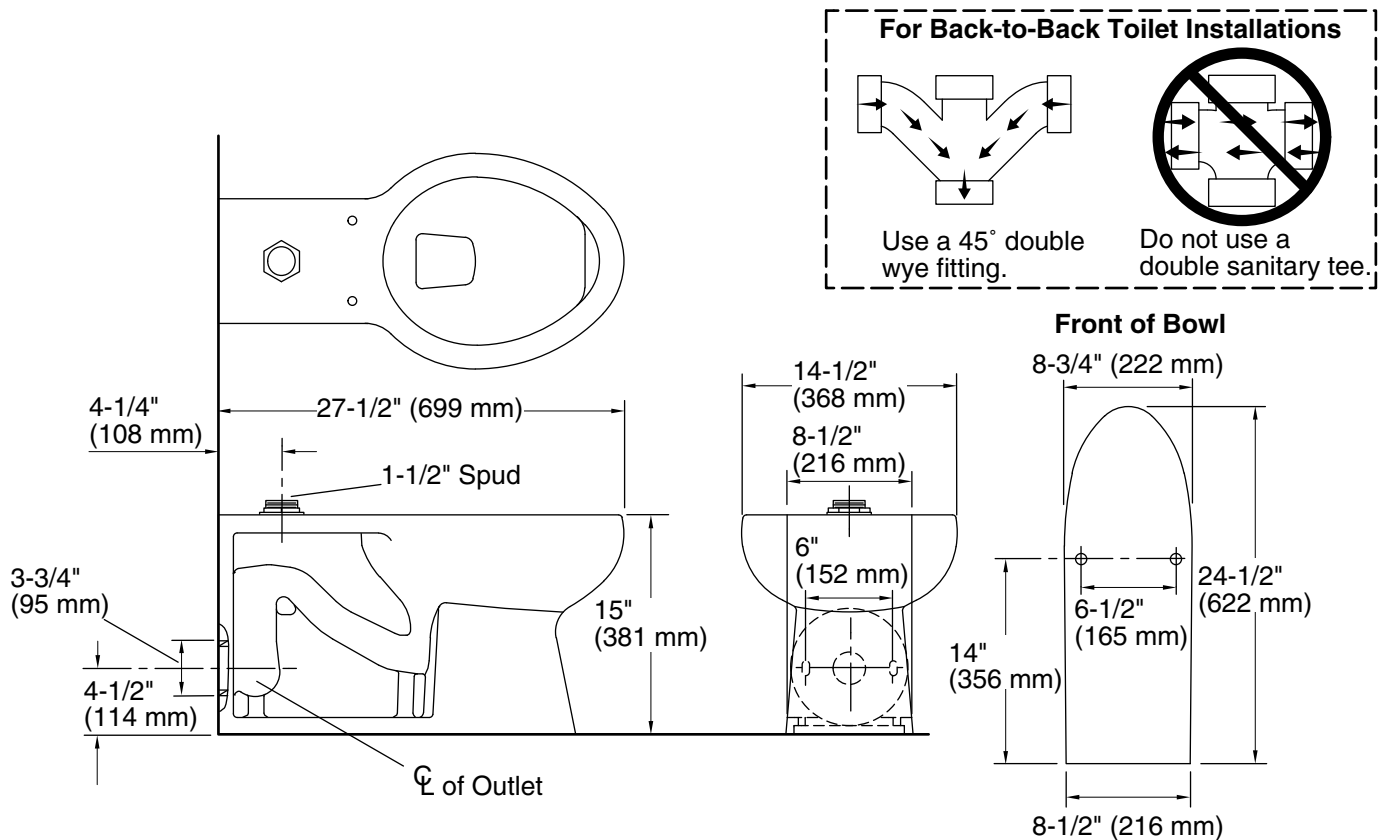
Install this product according to the installation guide.

Refer to manufacturer and local codes for flushometer requirements.

For back-to-back toilet installations: Use only a 45° double wye fitting.

Will comply with **CSA B651** when installed per Clause 4.3.6 of the standard.

Will comply with **OBC** when installed per Clause 3.8.3.8 and 3.8.3.9.



Product Diagram

**Exhibit B
Insurance**

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

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$505,520 per occurrence \$3,370,137 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$505,520 per occurrence \$3,370,137 aggregate

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

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

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH TRC OUTDOOR LC LLC FOR CONCRETE
PLANTER BOX REPAIR.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, the City Services Contract with TRC Outdoor LC LLC for repairing the concrete planter boxes on the south side of the Big Bend Road and Highway 141 intersection for a total price not to exceed \$4,600.00 substantially in the form of the Agreement attached hereto as “Exhibit 1” and incorporated herein by reference.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 7th DAY OF FEBRUARY 2024,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____ by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **TRC Outdoor LC LLC**, a Missouri corporation, hereinafter referred to as “Contractor,” with a business mailing address of 993 Gravois Road, Fenton, MO 63026.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for repairing the concrete planter boxes on the south side of the Big Bend Road and Highway 141 intersection, as described on Exhibit A (the “Proposal”), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

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

I. SCOPE OF SERVICES

Contractor’s services are necessary for the following Project of City: *Concrete Planter Boxes Repair*.

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

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

II. SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

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

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

II. COMPENSATION

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

Due at the City’s final acceptance of the Work: \$4,600.00

III. TIME AND MANNER OF PAYMENTS

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

IV. CONTRACT SCHEDULE

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

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

TRC OUTDOOR LC LLC

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
Proposal



TRC OUTDOOR LC
 314-827-5664/636-600-0977
 993 Gravois Rd
 Fenton, MO 63026

Prepared For	Estimate Date	Estimate Number
Frank Johnson	12/20/2023	00022273
City of Twin Oaks		
1381 Big Bend Rd.		
St. Louis, MO 63021		

Description	Rate	Qty	Line Total
*Work Order - Project Description Repair to city planters.	\$4,600.00	1	\$4,600.00
<ul style="list-style-type: none"> - Remove soil where needed - Move concrete barriers inward and realign - Caulk joints where needed 			
Note:	\$0.00	1	\$0.00
<p>This price is for 2 days of work and materials included. Due to the unknown condition beneath the barriers, if they prove difficult to move, additional funds would be necessary at a rate of \$75 per man hour.</p>			
Subtotal			4,600.00
Tax			0.00
Estimate Total (USD)			\$4,600.00

Terms

*Payment is due upon receipt of invoice. Late payment fees in the amount of 5% of invoice will be accessed every 28 days. Any and all fees associated with collection of unpaid invoices are the responsibility of the customer. Credit cards are accepted without fee for Mowing, Regularly Scheduled Maintenance, and Turf Care only. Payment for all other jobs will incur a credit card transaction fee of 3.5%

*Work outside of the original scope outlined in the estimate will be billed at \$65.00 per man per hour, plus materials.

*Warranty- Effective 1/1/19 TRC OUTDOOR provides a 12 month warranty on retaining wall, patio and other hardscape installations only. The warranty includes only the workmanship performed by TRC OUTDOOR and its employees. We are not responsible for alterations made by customers or other contractors. Products carry their own warranty that can vary by the product. TRC OUTDOOR does NOT warranty plants or trees of any type past the day they are installed. We are not responsible for any damage caused by an act of god. All other work outside of hardscape installation carries no warranty past the date of install, implied or otherwise.

*PERMIT- Permit costs are not included in the cost of the project. If TRC Outdoor must secure a permit this cost will be directly passed along to the customer plus an additional \$250.00 per permit will be charged for time and application.

*DAMAGE WAIVER- Customer understands that during landscaping projects TRC Outdoor LLC and its employees will make every effort to mitigate property damage due to, but not limited to the use of trucks, trailers, and equipment. Customer also agrees that TRC Outdoor LLC and its owners and employees are not responsible for damage to driveways, turf areas, planting beds, buildings, structures, fences, etc. due to the regular use of the above mentioned items.

*UNDERGROUND CLAUSE- TRC OUTDOOR is not responsible for underground obstructions not marked by the homeowner or a utility marking service. Additional time & materials associated with the repair or replacement of these items will be billed to the customer at our posted hourly rate of \$65.00 per hour, per man plus material cost.

*Design Images: Please note, design images are for representation only. Only items specifically listed in estimate are included in the provided price. Final project may not perfectly match design images in size, look, or material.



Circle indicates planter boxes to be repaired.

**Exhibit B
Insurance**

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

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$505,520 per occurrence \$3,370,137 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$505,520 per occurrence \$3,370,137 aggregate

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

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

**AN ORDINANCE AUTHORIZING THE FILING WITH THE
BOUNDARY COMMISSION OF ST. LOUIS COUNTY, MISSOURI A
“MAP PLAN” IDENTIFYING THE LIMITS OF A POSSIBLE
BOUNDARY CHANGE FOR THE CITY OF TWIN OAKS DURING THE
COMMISSION’S FIVE-YEAR PLANNING CYCLE.**

WHEREAS, §72.423 RSMo. requires the City to submit a map plan showing all possible municipal boundary changes and unincorporated area proposals to the Boundary Commission, St. Louis County, Missouri (the “Boundary Commission”) in conjunction with its five-year planning cycle; and

WHEREAS, a prerequisite to the submission of any covered boundary change proposal is the timely submission of a Map Plan (“Map Plan”) identifying the limits of any possible boundary changes that may occur during the five-year planning cycle; and

WHEREAS, the City of Twin Oaks has determined it to be in the best interest of the City and its residents to preserve the opportunity to consider proposals for future boundary changes by submitting to the Boundary Commission a Map Plan in accordance with §72.423 RSMo.;

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

Section 1. The City Clerk is hereby authorized and directed to file in electronic format with the Boundary Commission, a Map Plan and letter, attached hereto as Exhibits A & B, respectively, and incorporated herein for all purposes, and to take all other actions as necessary to affect the purpose of this Ordinance.

Section 2. In accordance with the Rules of the Boundary Commission Article III.A.5.b, the City Administrator is hereby affirmed as the City's designated representative.

Section 3. That a copy of this Ordinance shall accompany the submission of the Map Plan as certification that this is the City’s official Map Plan filed in compliance with the requirements of §72.423 RSMo., and the Rules of the Boundary Commission, Article III.A.5.c.

Section 4. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 7th DAY OF FEBRUARY 2024.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Administrator/Clerk

Exhibit A

F:\Users\3497_50\Annexation Map for 2018\3497_50 Exhibit\3497_50 Annexation Map.dwg
1/24/2024 2:07 PM



CITY OF TWIN OAKS, MO ANNEXATION MAP 2024

0 150 300
SCALE: 1" = 200'



LEGEND



CITY LIMITS



PROPOSED
ANNEXATION

Exhibit B

DRAFT LETTER

January 26, 2024

Ms. Michelle Dougherty
Executive Director
Boundary Commission, St. Louis County
225 S. Meramec Avenue, Suite 821T
St. Louis, MO 63105

Re: *City of Twin Oaks, Missouri*
Annexation Boundary Map Plan

Dear Ms. Dougherty:

In accordance with the Rules of the Boundary Commission, St. Louis County, as amended (the “Commission Rules”) and §72.423 RSMo., the City of Twin Oaks, Missouri (the “City”) is presenting a “map plan” as part of the Commission’s five-year planning. The City has elected to submit its map plan in electronic format as allowed by the Commission Rules. Also provided is a digital image of the map plan for display on the Boundary Commission’s website that is in PDF format, as required by the Commission Rules. If further or expanded detail is necessary, the City is happy to provide any additional information.

For the record, and in accordance with the requirements of Article III.A.5, the following information is being provided:

- a. Official Name of Submitting Party: City of Twin Oaks, Missouri
- b. City’s Designee: Frank Johnson
City Clerk/Administrator
1381 Big Bend Road
Twin Oaks, MO 63021
voice: 636-225-7873
cell: 314-917-2425
fax: 636-225-6547
email: fjohnson@cityoftwinoaks.com.
- c. Certification: See Ordinance No. 24-01 (Section 3) included herewith.

Boundaries of the area detailed in the Map Plan include the following:

- *on the west*, the western right-of-way line of Hanna Road (from Big Bend southward to the northern right-of-way of Crescent Road);
- *on the north*, the southern boundary of the right-of-way of Big Bend Road (from the City of Twin Oaks western border westward to the western right-of-way line of Hanna Road); and,
- *on the south* (from east to west), from the City of Twin Oaks southern border, then westward along the northern boundary of the City of Valley Park and continuing along the right-of-way of Crescent Road to the western right-of-way line of Hanna Road.

In sum, the Map Plan creates a rectangular annexation area that continues the City's northern and southern borders westward to Hanna Road. Should you have any further questions, please feel free to call me at 636-225-7873.

Sincerely,

Frank Johnson
City Clerk/Administrator
City of Twin Oaks, Missouri

**AN ORDINANCE AMENDING CHAPTER 115, ARTICLE II, SECTION
115.090 PERTAINING TO THE OFFICE OF CITY CLERK**

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

Section 1. Article II, City Clerk/Administrator, Section 115.090 "City Clerk/Administrator", is repealed in its entirety and a new Section 115.090 entitled "City Clerk" is adopted in its place, to read as follows:

Section 115.090 City Clerk

- A. *Office.* The Board of Aldermen shall elect and employ a Clerk for such Board of Aldermen, to be known as the "City Clerk."
- B. *Term.* The City Clerk shall serve an indefinite term. Continued service shall be at the pleasure of the Board of Aldermen and subject to removal in accordance with Section 115.030 of the Municipal Code.
- C. *Duties.* The City Clerk shall:
- a. Have charge and custody of the seal, ordinances and other records, papers and documents entrusted to his/her care and keeping by the Board of Aldermen;
 - b. Attend to such correspondence as may be required and shall keep the journal of the proceedings of the Board of Aldermen, entering therein the "yeas" and "nays" of the members of each bill presented for passage as an ordinance;
 - c. Attest each ordinance passed by subscribing his/her name on the face thereof;
 - d. Safely and properly keep all the records and papers belonging to the City which may be entrusted to his/her care;
 - e. Be the general accountant of the City;
 - f. Administer official oaths and oaths to persons certifying to demands or claims against the City;
 - g. Serve as the custodian of records responsible for the maintenance of the Board's records pursuant to Section 610.023.1 RSMo.; and
 - h. Perform such other duties as may be prescribed by law or ordinance or as directed by the Board of Aldermen.
- D. *Compensation.* The City Clerk shall receive such compensation as set by ordinance by the Board of Aldermen and which compensation may be adjusted from time to time by ordinance or resolution approving the annual budget or by other act of the Board.
- E. *Deputy City Clerk.* The Board may appoint a Deputy City Clerk to assist the City Clerk and perform the duties of the City Clerk in the Clerk's absence.

Section 2. The job description of City Clerk attached hereto is approved as a general statement of City Clerk's role and the job description may be amended from time to time by a resolution of the Board.

Section 3. Sections 1 and 2 shall become effective at 5:00 p.m. on February 9, 2024.

Section 4. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 7th DAY OF FEBRUARY 2024.

Russ Fortune, Mayor

Attest:

City Clerk

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

Position Title: City Clerk
Supervisor: Mayor
Type of Position: Management

General:

The City Clerk serves for an indefinite term and is appointed and may be removed by a majority vote of the Board. The City Clerk shall be accountable to the Board pursuant to the statutes of the State of Missouri, the Twin Oaks Municipal Code, and the Resolutions, motions and directives of the Board of Aldermen.

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 in administration of municipalities, or equivalent combination of training and experience.
- Must be bondable as required by the City.

GENERAL DUTIES

- 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 report promptly 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 §120.090 of the Twin Oaks Code.
- Enforce standards, policies, and procedures for the most efficient management of employees and resources.

Job Description
February 2024
Page 1 of 3

- Attend Board and commission/board meetings, except as directed by the Mayor, and prepare proper notice of meetings per Chapter 610 RSMo. (“Sunshine Law”); prepare agenda packets including any necessary information on 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.
- Act as public information officer for Twin Oaks with responsibility for assuring that the residents, business community, and public are properly informed about operations, and that all open records and meeting requirements under the Sunshine Law are followed.
- Maintain a recurring events calendar ensuring that all annual tax rates are set, and that franchises, permits, business licenses, and contracts of the City are faithfully observed and/or renewed.
- Attend conferences and meetings for city clerks to keep abreast of current trends in municipal government.
- Attend and assist with 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 meetings.
- Coordinate with codification company and City Attorney for annual review of ordinances and policies for potential updates or improvements.
- 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

- Assist Mayor with administrative direction and coordination of employees in compliance with personnel policy.
- Ensure that Mayor and/or Board conducts annual written evaluations of all employees.

BUSINESS FUNCTIONS

- Coordinate with and supply supporting documentation to City’s financial and accounting consultant with regard to draft budgets for consideration by the Board and final approval.
- Preparation, posting, and publishing of all official notices required of the setting annual tax rate, budget proceedings, zoning amendments, etc., in accordance with State statutes.
- Oversee expenditures and purchases and ensure compliance with the approved budget and purchasing policies and maintain a continuing review and analysis of budget operations, work practices and costs of municipal services.
- Coordinate with engineering consultant and City Attorney to ensure compliance with competitive bid, prevailing wage, and contracting requirements.

- The City Clerk coordinates and performs work, including, but not limited to;
 - 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 statues, Twin Oaks ordinances and decisions regarding zoning and land division.
- Coordinate zoning enforcement for the City.
- Coordinate with Mayor and City Attorney preliminary discussion with persons proposing development plans including rezoning, land development and site development. Advise such persons seeking approval of proposals regarding process to comply with Twin Oaks development regulations.
- Administer development projects with guidance of City Attorney, engineering consultant and Mayor, and inform the Board 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 post meeting notice, arrange court reporter for, attend, and prepare minutes for Board of Adjustment meetings.



CITY OF TWIN OAKS

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

APPLICATION TO SERVE ON BOARDS-COMMISSIONS-COMMITTEES

I am interested in serving on the: *(please check one box only)*

- Planning & Zoning Commission (volunteer-4 yrs.)
- Park Committee (volunteer-3 yrs.)
- Board of Adjustment (volunteer-5 yrs.)
- Board of Trustees (paid position-2 yrs.)

Name: SIM CRAWFORD Length of Residency in Twin Oaks: 3 YRS

Address: 1518 BIRNAM WOOD TRAIL DR. Home Phone: N/A

Cell Phone: 630 981 7787

Email: ~~SIM CRAWFORD~~ SIMCRAWFORD0512@GMAIL.COM Work Phone: N/A

Education: BA - IOWA STATE UNIV.

Occupational/Employment Experience: 40 YEARS EXECUTIVE POSITIONS IN TECHNOLOGY & FINANCE: ADP, BNY MELLON, PNC

Current or Last Employer: PNC BANK - VP STRATEGIC ALLIANCES

Special Skills/Training: EXTENSIVE EXPERIENCE W/ PUBLIC SPEAKING, CONTRACT NEGOTIATIONS, OUTSOURCING, COMPUTER SYSTEMS & APPLICATIONS

Other Civic and Volunteer Experience: YMCA, CATHOLIC CHURCH, HOMELESS ORGANIZATIONS

Have you any potential business or property interest conflict? YES _____ NO

Additional information you may wish to provide to the Board, please explain on back of page.

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

February 2, 2024

General Updates

Summer Concert Series

- The City has received proposals from Laytham and Holmes and Jukebox Heroes for the Third of July Fireworks Display and June concert, respectively. The cost for the shows will be the same as last year: \$750 for Laytham and Holmes, and \$800 for Jukebox Heroes.

City Limit Welcome Signs

- Following Alderman Whitmore's request at the December meeting, the City has reached out to several vendors regarding new welcome signage for the City limits on Big Bend Road. At this time, one vendor has responded with a quote of \$448 per sign for a sign of similar size and material, plus \$150 for design.

Speed Radar Sign Replacements

- The City has received a quote from RadarSign for replacing two of the current battery-powered signs with the same solar-powered model we purchased for Crescent Avenue. The price for each sign is \$3,695 plus \$145 for shipping.
- Alternatively, we could replace the components to the newer wifi enabled versions. However, the solar-powered model has proven to be very reliable and required almost no upkeep since it was installed, and we've continued to have issues even with the newer batteries.

Project Updates

Crescent Ave. Stormwater and Sidewalk Improvements

- BFA is currently working on coordinating the utility relocation and the MSD permit approval. Work on the final bid specs will begin soon.

Intersection Concrete Planter

- The City has received a proposal from TRC Outdoors to repair the crack in the concrete planter box on the north side of the Big Bend Road and Highway 141 intersection. The total cost is \$4,600 to remove the soil, move and realign the concrete barriers, and caulk the joints where needed.
- TRC did not provide a specific quote, but stated that creating the custom planter box inserts would likely bring the project total to over \$10,000.

Golden Oak Path Fix

- Harvey is planning to have this work completed between March 4th and March 8th, but may get to it sooner, weather and scheduling permitting.

Fallen Tree on 66 Crescent Avenue

- The contractor for the property owner at 66 Crescent Avenue has stated that they are planning to have the remainder of the fallen tree removed the week of Feb. 5th. This was the tree that fell during a storm over the summer and partially landed in Twin Oaks Park.