

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
TWIN OAKS TOWN HALL  
1381 BIG BEND ROAD  
WEDNESDAY, FEBRUARY 21, 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 February 7, 2024
  - b) Board of Aldermen Work Session Minutes from February 7, 2024
  - c) Bills List from February 3 to February 16, 2024
  - d) Credit Card Statement for January 2024
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
  - a) Financial Statements – Dave Watson
  - b) FY2024 Budget Transmittal Letter – Dave Watson
  - c) Park Committee – Joe Krewson
- 7) PUBLIC HEARING
  - a) Amendments to Chapter 405.120 of the City of Twin Oaks Municipal Code pertaining to subdivision regulations.
- 8) OLD BUSINESS
  - a) **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.
- 9) NEW BUSINESS
  - a) **Bill No. 24-03:** AN ORDINANCE APPROVING TEXT AMENDMENT TO THE SUBDIVISION REGULATIONS, SECTION 405.120 OF THE MUNICIPAL CODE OF THE CITY OF TWIN OAKS, PERTAINING TO NEW DEVELOPMENTS
- 10) DISCUSSION ITEMS
  - a) Intersection Tree Treatments-Russ Fortune
  - b) Radar Signs

11) ATTORNEY’S REPORT

12) MAYOR & ASSISTANT CLERK REPORT

13) MAYOR AND ALDERMEN COMMENTS

14) FINAL CITIZEN COMMENTS

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

15) CLOSED SESSION

Pursuant to Section 610.021 RSMo, and subject to a motion duly made and adopted, the Board of Aldermen will hold a closed meeting for the purpose of dealing with matters relating to the following: Section 610.021(1); Legal actions, causes of action, litigation or privileged communications between the City’s representatives and its attorney; Section 610.021(3), hiring, firing, disciplining, or promoting employees when personal information about the employee is discussed or recorded; and Section 610.021(13), individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

16) ADJOURNMENT

Paula Dries  
Assistant City Clerk

POSTED: February 20, 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 FEBRUARY 7, 2023**

Mayor Russ Fortune called the meeting of the Twin Oaks Board of Aldermen to order at 7:02 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: City Clerk/Administrator, Frank Johnson  
Paul Rost, City Attorney

Permanent records are kept of all minutes and ordinances. Each ordinance is read a minimum of two times by title, unless otherwise noted.

**APPROVAL OF THE AGENDA**

Mayor Fortune asked for a motion to approve of the Agenda. Alderman Tim Stoeckl so motioned, seconded by Alderman April Milne. The motion passed by a unanimous voice vote.

**APPROVAL OF THE CONSENT AGENDA**

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of Regular Meeting Minutes from January 17, 2024; Bills List from January 13, 2024 to February 2, 2024. With no questions or comments Alderman Lisa Eisenhauer motioned to approve the consent agenda, seconded by Alderman Stoeckl. The motion passed by a unanimous voice vote.

**REPORT OF COMMITTEES/COMMISSION/CONTRACTORS**

**Police Report:** Officer John Wehner summarized the police activity for the month of January, including radio calls, written reports, traffic stops, crimes and auto accidents. City Clerk/Administrator Johnson responded to one of the reported accidents that occurred in front Twin Oaks Presbyterian School. He mentioned that a parent wrote a letter to the city expressing concern over the danger at the entrance to the school and asking for help to resolve this safety issue. He responded to the letter after contacting St. Louis County. The County did review the area in question but reported that they couldn't make a change at this time. City Clerk/Administrator Johnson added that various options have been considered to reduce accident risk that include: traffic control officer and staggering school start times. Mayor Fortune asked Officer Wehner to share information to the Board regarding enforcement relating to expired temporary licenses.

Officer Wehner explained that the St. Louis County Police over 3000 citations/warnings were issued but the tickets aren't having the desired effect. Fines are being paid but individuals are still not licensing their vehicles as the fines are well lower than the cost of registration and personal property taxes. Mayor Fortune and the Lafayette Area Mayors have an upcoming meeting with St. Louis Prosecutor, Wesley Bell where he plans on addressing this issue in more detail.

### Citizen Comments

No Citizen Comments.

### New Business

**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.** City Clerk/Administrator Johnson read Resolution No. 2024-04. He stated that this is a contract to replace the existing decorative lights on city hall with round frosted bulbs and includes a maintenance agreement. Alderman Dennis Whitmore motioned to approve Resolution 2024-04, seconded by Alderman Stoeckl. Resolution No. 2024-04 passed by a vote of four yes and zero no.

**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.** City Clerk/Administrator Johnson read Resolution No. 2024-05. He explained that the existing auto flush toilet has been repaired numerous times and continues to leak. Public Works Director, John Williams asked to replace the toilet with a manual flush instead of attempting another fix. Alderman Whitmore motioned to approve Resolution No. 2024-05, seconded by Alderman Eisenhauer. Resolution No. 2024-05 passed by a vote of four yes and zero no.

**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.** City Clerk/Administrator Johnson read Resolution No. 2024-06. He reviewed with the Board that this is the contract to remove soil from the planter boxes, repair the concrete boxes at the corners and refill with soil. Following a discussion, the Board agreed to table this resolution and rebid to include removal of all the soil and adding planter boxes to the inside of the structure to avoid continued repair. Alderman Milne motioned to table Resolution No. 2024-06, seconded by Alderman Whitmore. Resolution No. 2024-06 has been postponed to the 02/21/24 Board meeting).

**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 Possible Boundary Change for the City of Twin Oaks During the Commission's Five-Year Planning Cycle.** City Clerk/Administrator Johnson read Bill No. 24-01. He stated that this has been discussed and BFA updated the Map Plan for submission to St. Louis County. With no questions or comments City

Clerk/Administrator Johnson read Bill No. 24-01 for a second time. Alderman Eisenhower motioned to approve Bill No. 24-01, seconded by Alderman Stoeckl. The motion passed on a roll call vote as follows: Alderman Eisenhower-yea, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-yea. Mayor Fortune stated that Bill No. 24-01 being duly passed becomes Ordinance No. 24-02.

**Bill No. 24-02: An Ordinance Amending Chapter 115, Article II, Section 115.090 Pertaining to the Office of City Clerk.** City Clerk/Administrator Johnson read Bill No. 24-02. With no discussion City Clerk/Administrator Johnson read Bill No. 24-02 for a second time. Alderman Milne motioned to approve Bill No. 24-02, seconded by Alderman Eisenhower. The motion passed on a roll call vote as follows: Alderman Eisenhower-yea, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-yea. Mayor Fortune stated that Bill No. 24-02 being duly passed becomes Ordinance No. 24-02.

**Park Committee Appointment:** Mayor Fortune received a recommendation from the Park Committee for a new member to fill a recent opening. Mr. Jim Crawford was recommended and Mayor Fortune ask for the Boards approval. Alderman Whitmore motioned to approve the Mayor's appointment of Jim Crawford as a new park committee member, seconded by Alderman Milne. The motion was approved on voice vote.

### **DISCUSSION ITEMS**

**Total Solar Eclipse Event:** Alderman Whitmore spoke about an opportunity for our community to participate in an event to view the solar eclipse on April 4, 2024. Mayor Fortune mentioned that a resident committee has been exploring ideas for residents to enjoy a bus ride to a winery in Cape Girardeau have lunch and view the solar eclipse. Ray Slama will present information on this proposed event at the February 21<sup>st</sup> meeting.

**Park Playground Musical Instruments:** Alderman Whitmore mentioned that the musical instruments at Twin Oaks Park are out of tune and has explored options to fix these instruments. The panels can be sent back to the company for retuning or a replacement panel can be sent to the city for staff installment.

### **ATTORNEY'S REPORT**

City Attorney, Paul Rost stated that there would be a Public Hearing regarding the changes to the ordinance amending subdivision regulations for sidewalks at the February 21 meeting. He remarked that the P&Z is still reviewing the chain link fence regulations. He added that he will be helping the Mayor and staff with any assistance that is needed and wished Frank well.

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

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He reported that Jukebox Hero's and Latham and Holmes have been hired for the June and July concerts. He mentioned that when replacing radar signs to consider using solar power due to their reliability. He added that the Crescent Avenue Project is progressing with utility coordination and BFA is hoping to out for bid in April. He reminded everyone of the Bing/Chili Cook Off this weekend.

**MAYOR & ALDERMEN COMMENTS**

Mayor Russ Fortune reported that the City has received five applications for the position of City Clerk and that the application deadline is February 16. He thanked Frank for his service to the City and reminded the Board of City Clerk/Administrator Johnson's Luncheon.

Alderman Eisenhauer shared the official Missouri Dinosaur: Parrosaurus Missouriensis.

Alderman Whitmore recommended cloning Frank and thanked him for everything he has done for the City and that it has been a pleasure working with him.

Alderman Milne shared Alderman Whitmore's sentiment.

**FINAL CITIZEN COMMENTS**

Mr. Jeff Graves stated that he was sad to see Frank go.

**ADJOURNMENT**

There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Milne so motioned, seconded by Alderman Eisenhauer and the regular meeting was adjourned at 7:41 p.m.

Drafted By: \_\_\_\_\_  
Paula Dries  
Assistant City Clerk

Date of Approval: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Paula Dries  
Assistant City Clerk

\_\_\_\_\_  
Russ Fortune,  
Mayor

**MINUTES OF THE WORK SESSION  
TWIN OAKS CITY HALL  
CITY OF TWIN OAKS BOARD OF ALDERMEN  
WEDNESDAY, FEBRUARY 7, 2024**

The Work Session was called to order by Mayor Russ Fortune at 6:15 p.m. pursuant to public notice and agenda. Those in attendance were:

Aldermen     Lisa Eisenhauer<sup>1</sup>  
                  Tim Stoeckl  
                  April Milne  
                  Dennis Whitmore

Also Present: City Clerk/Administrator, Frank Johnson  
                  Paul Rost, City Attorney

**Employer-Sponsored Health Insurance Options**

City Clerk/Administrator Frank Johnson presented to the Board options for employee health insurance plans. He reviewed with the Board that the City began offering a FSA (flexible spending account) beginning in 2014. In 2020 the FSA had to be changed after the ACA (Affordable Care Act) was enacted. The City could no longer offer an FSA without offering employees health insurance. Currently, the Board offers all employees a PSA (Personal Spending Account) of \$2,500 per year to offset costs of purchasing individual insurance plans. He also stated that the Board hasn't reviewed insurance options since 2020 and the PSA amount hasn't been changed since 2014. City Clerk/Administrator Johnson presented options on insurance cost and coverage. He offered several options for discussion including fully insured group plans, engaging a healthcare broker that can advise employees on individual coverage, and reviewing the current PSA. He repeated to the Board that this information is a preliminary overview to give the Board a range of options to deliberate. Discussion ensued and the Board decided to revisit the insurance discussion at a later meeting.

**City Limits Welcome Signs**

City Clerk/Administrator Johnson researched the current Twin Oaks "welcome" signs and shared that the current signs are a composite plastic. He contacted five sign companies and

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<sup>1</sup> Alderman Lisa Eisenhauer arrived at 6:18 pm.

received one quote from Dale Signs. He was quoted \$448 per sign and a onetime design cost of \$150. He explained that the design cost would include updating the tree logo, and any changes to the current sign that the City desired. Five signs will be needed to replace the current signs. City Clerk/Administrator Johnson added that he was contacted by a resident with a request to add a Park Entrance sign on Crescent Ave. Following a brief discussion the Board agreed to add an entrance sign to the Park.

Mayor Fortune questioned whether the Board wanted to address the Banners at 141/Big Bend intersection. He asked if the Board wanted to move the four existing banners or add additional banners. The Board agreed to add four additional banners to the intersection.

### **ADJOURNMENT**

There being no further business Alderman Lisa Eisenhauer motioned to adjourn the Work Session Meeting at 6:54 p.m., seconded by Alderman April Milne, the motion passed with the unanimous consent of the Board.

Drafted By: \_\_\_\_\_  
Paula Dries,  
Assistant Clerk

Date of Approval: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Paula Dries,  
Assistant Clerk

\_\_\_\_\_  
Russ Fortune,  
Mayor, Board of Aldermen



City of Twin Oaks							
Bills and Applied Payments							
February 3, 2024 to February 16, 2024							
Check No.	Billing Name	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12854	Lynn McCarthy	2/5/2024	refund for community room deposit and alcohol permit	PR020424	\$200.00	\$200.00	2/21/2024
12855	Another Wild Goose Chase	2/5/2024	4 weeks of goose patrol-2-5-24 to 3-3-24	2588	\$640.00	\$640.00	2/21/2024
12856	Harvey's	1/31/2024	snow removal on sidewalks	31626	\$130.00	\$130.00	2/21/2024
12857	Gateway Disposal	1/31/2024	contract for waste disposal for COTO	41X0003	\$5,250.00	\$5,250.00	2/21/2024
12858	Cunningham, Vogal & Rost, PC	1/31/2024	Cunningham, Vogal & Rost, PC	68845	\$1,922.00		
				68844	\$3,200.53	\$5,122.53	2/21/2024
12859	Laytham & Holmes	2/9/2024	Laytham & Holmes		\$375.00	\$375.00	2/21/2024
12860	BFA	1/28/2024	BFA	20249	\$3,826.85		
				20198	\$180.00		
				20251	\$730.00		
				20461	\$610.00		
				20250	\$300.00	\$5,646.85	2/21/2024
12861	St Louis County Police	2/5/2024	monthly contract for Feb.	157019	\$12,561.51	\$12,561.51	2/21/2024
12862	Traffic Control Company	2/14/2024	Park Entrance Sign	002172-IN	\$46.16	\$46.16	2/21/2024
12863	Brain Mill	2/15/2024	issuing a new check for 2 desktop computers	220910	\$2,102.90	\$2,102.90	2/21/2024
Autopay	American Water	1/29/2024	monthly charges for 1 twin oak ct park	8944	\$4.08	\$4.08	2/20/2024
Autopay	Ameren	2/5/2024	monthly charges for Street Lighting	5515	\$638.85	\$638.85	2/20/2024
Autopay	American Water	2/2/2024	monthly charges for fire hydrant	9022	\$32.93	\$32.93	2/26/2024
Autopay	American Water	2/6/2024	monthly charges for Twin Oaks Pk	8845	\$54.84	\$54.84	2/21/2024
Autopay	MSD	2/7/2024	monthly charges for City Hall	1219399+1	\$51.49	\$51.49	2/27/2024
Autopay	Brain Mill	2/15/2024	monthly IT charges-additional copier charge	220973	\$1,367.00	\$1,367.00	3/3/2024
Autopay							
Autopay							
					34224.14	34224.14	
			Alderman				
			Alderman				

Credit Card List  
October 1, 2023 to October 31, 2023

Date	Name	Memo/Description	Amount
2/1/2024	Quickbooks	Monthly Fee-reaccuring fee for accounting program	\$90.00
2/1/2024	Zoom	Monthly Fee-reaccuring fee for zoom	\$15.99
2/1/2024	Adobe	Monthly Fee-reaccuring fee for computer program	\$12.99
2/8/2024	Mail Chimp	monthly charge for services	\$13.00
2/4/2024	Amazon	raffle tickets	\$8.79
2/5/2024	Amazon	hygiene liner bags for womens comfort station	\$18.50
2/5/2024	Amazon	server aprons-3 pk	\$9.99
2/5/2024	Dollar Tree	Bingo/Chili Event Items	\$29.36
2/5/2024	Dairy Queen	gift card for bingo prize	\$25.00
2/5/2024	Aldi	gift card for bingo prize	\$50.00
2/5/2024	Imo's	gift card for bingo prize	\$25.00
2/5/2024	Caretas	gift card for bingo prize	\$25.00
2/5/2024	Westlake Ace	gift card for bingo prize	\$50.00
2/5/2024	1356 Public House	gift card for bingo prize (2) cards	\$50.00
2/5/2024	Dunkin Donuts	gift card for bingo prize	\$25.00
2/5/2024	Papa Murphy's	gift card for bingo prize	\$25.00
2/5/2024	Sauce on the Side	gift card for bingo prize	\$25.00
2/6/2024	Valley Park Elevator Co	kill zall for weed control	\$59.99
2/17/2024	Sam's	supplies for Bingo/Chili Event	\$101.50
2/7/2024	Schnucks	gift card for Frank	\$100.00
2/8/2024	Petromart	fuel for truck	\$44.00
2/7/2024	Amazon	replacement pop up canopies for park events	\$479.96
2/7/2024	Carretas	farewell luncheon for Frank	\$109.08
2/9/2024	Schnucks	supplies for Bingo/Chili Event	\$58.00
2/10/2024	Schnucks	supplies for Bingo/Chili Event	\$13.26
2/10/2024	Walgreens	6 bags of ice for Bingo Event	\$14.51
2/12/2024	Canva	annual subscription	\$119.99
2/13/2024	Ace Hardware	Aquaphalt-road patch	\$59.99
2/13/2024	Fish Window Cleaning	city hall window cleaning on 2-13-24	\$269.00
2/14/2024	Sam's	insulated coffee cups	\$18.78
2/15/2024	Amazon	replacement keyboard and mouse	\$27.99
			\$1,842.69
		Alderman	
		Alderman	



December 6, 2023

To the Honorable Mayor, Russ Fortune  
And Members of the Board of Aldermen

Dear Mayor and Board Members:

The City adopted a budget for its 2024 Fiscal Year which begins January 1, 2024 at the Board of Aldermen meeting on December 6, 2023. It complies with Chapter 67 of the Revised Statutes of the State of Missouri which sets forth a number of requirements regarding budgets of its political subdivisions. Among those requirements are (1) that expenditures may not exceed projected revenues plus any unencumbered funds, and (2) the presentation of three years of revenues, expenditures, and change(s) in fund balance. The document provides detailed revenue and expenditure history:

- Actual amounts for years 2018 to 2022.
- Forecasted amounts for years 2023 and 2024.

The budget includes all revenues and expenditures for the five governmental funds maintained by the City: General, Parks and Stormwater, Road, Capital Improvements, and Sewer Lateral. Included in expenditures are operating costs, debt service requirements, and planned capital improvements for the coming year.

## **PROCESS**

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The 2024 budget preparation schedule is as follows:

- 2023 September-October Staff develops revenue projections for 2024
- 2023 September 20 Board of Aldermen discuss and update Capital Improvement Plan for 2023-2024
- 2023 October Staff preparation of funding needs based on current service levels
- 2023 October 18 Board of Aldermen work session on 2024 budget
- 2023 November 15 Public Hearing on the proposed 2024 budget
- 2023 December 6 Board of Aldermen adoption of budget
- 2024 January 1 Start of Fiscal Year 2024

## **REVENUES**

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Total 2024 budgeted revenues for all funds is \$1,636,300, an increase of 4.2% (\$66,623) from the projected 2023 total.

Sales taxes comprise 83% of expected 2024 revenues. Sales taxes are projected to remain strong with a mix of grocery, restaurant, and other retail. Inflation is expected to impact this as will new businesses. Five separate sales tax sources are expected to generate a total of \$1,354,600 in 2024, an increase of 3.7% from 2023 estimated revenue.

<u>Tax</u>	<u>Rate</u>	<u>Fund</u>	<u>2024</u>	<u>2023</u>
County-wide	1.00%	General	\$ 430,000	\$ 410,074
Local Option	.25	General	152,000	144,797
County Public Safety	.50	General	37,600	36,505
Use Tax		General	50,000	61,332
Capital Improvement	.50	Capital Imp	305,000	292,400
Park/Stormwater	.50	Park/Stormwater	<u>380,000</u>	<u>361,000</u>
Total			\$ 1,354,600	\$ 1,306,108

#### Other Revenues

Property tax revenue is based on the City's levy on Commercial Real Property of \$.461 per \$100 assessed valuation. The 2024 revenue is budgeted to be \$42,000.

Intergovernmental taxes comprised of revenues levied by other jurisdictions and shared with the City (including gasoline, cigarette, county road) total \$60,000 for 2024.

Licenses, permits, and fees comprised mostly of business licenses will total \$132,600 in 2024 compared to \$129,689 projected in 2023.

Investment income is expected to increase to \$46,100 (up 51% from 2023) as fund balances are estimated to provide idle funds of approximately \$2 million. Included in this revenue is interest recognized from a long-term lease.

### EXPENDITURES

Overall, the City's 2024 Fiscal Year budget provides for planned expenditures of \$1,708,563. This represents an increase of \$356,238 or about 26% over forecasted expenditures of \$1,352,325 in Fiscal Year 2023. This significant difference is primarily due to an increase of \$259,083 in budgeted capital improvements. The following summarizes the categories of budgeted expenditures:

- **PERSONNEL SERVICES** - Personnel services include employee and elected official wages and related benefits. Expenditures of \$274,891 comprise 16.1% of the total budget. An increase of 5% in employee pay rates is provided in the 2024 budget.
- **ADMINISTRATIVE** - Administrative expenditures are comprised of various costs including insurance, government center costs, information technology, and office supplies. An increase of 2.5% (\$3,222) to \$129,900 is projected in the budget.
- **OPERATING** - Operating expenditures (17.5% of the total budget) in 2024 of \$298,250, an increase of 16.7% (\$42,751), from 2023 include sanitation

(residential trash collection) of \$65,000, snow removal (\$30,000), various utilities, park landscaping, and right-of-way landscaping and mowing (\$35,000). Further, various events including the July concert and fireworks (\$35,000) are planned. Significant increases in costs are expected for trash collection, fireworks and park landscaping.

- **POLICE SERVICES** - The City contracts for police services with the St. Louis County Police Department. The 2024 budget reflects a 2.6% increase in the contract and totals \$151,000 (8.8% of the total expenditures).
- **MAINTENANCE AND REPAIR** - The budgeted expenditures related to maintenance and repair included in the 2024 budget (\$75,700) are comprised of costs in the Road and Parks departments. Planned expenditures for roads have significantly increased in funding as compared to 2023, primarily due to capital projects.
- **DEBT SERVICE** - In February 2018, the City completed construction of a new Government Center. This was financed substantially through the issuance of \$1.6 million of Certificates of Participation – Series 2018. The certificates require annual debt service of about \$145,000, as well as a lump-sum principal payment of about \$715,000 in April 2027.

In January 2022, the City and the sole holder of its Certificates of Participation agreed to amend their debt agreement. The parties agreed that effective April 1, 2022 the term of the notes is extended an additional five (5) years to April 1, 2032 and the rate is set at 4.00% through April 1, 2027, at which time, it will be reset to the Wall Street Journal prime rate plus 0.75%, with a minimum rate of not less than 4.00%.

The 2024 budget provides the obligated debt payments totaling \$142,801 (8.4% of total expenditures) comprised of \$103,003 in principal and \$39,798 in interest.

- **CAPITAL IMPROVEMENTS** – The most significant category of expenditure in 2024 is \$568,571 in Capital Improvements. This comprises 33.3% of the total budgeted 2024 expenditures and reflects an increase of 83.7% from 2023.

The City updated its Capital Improvement Plan which is included in this document. In 2024 the plan includes \$387,573 from the Road Fund and \$112,798 from the Park and Stormwater Fund for the Crescent Avenue Sidewalk project.

## **TRANSFERS**

The City will make three interfund transfers in 2024 as follows:

TO	FROM	PURPOSE	AMOUNT
Road Fund	Capital Fund	Supplemental funds for road related operating and capital project costs	\$565,000
Capital Fund	General Fund	Provide debt service funds, based on each fund's utilization of the City's Government Center built in Fiscal Year 2018	\$85,700
Capital Fund	Park and Stormwater Fund		\$57,200

**FUND BALANCE**

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The City has accumulated fund balances in anticipation of significant capital spending and to provide funds to stabilize and continue operations in the event of unforeseen business downturns or natural disasters, including pandemics. At the end of 2023 the City's fund balances are estimated to total over \$2 million. A small decrease (\$72,263) in total fund balances is projected by the 2024 budget resulting in about \$2 million at year end, including about \$1 million in the General Fund which represents unrestricted funds.

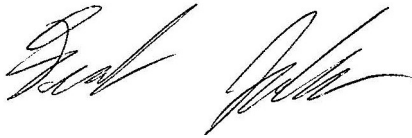
The City of Twin Oaks is heavily reliant on sales taxes to fund a high level of services. Political forces continue to threaten to change the applicability and distribution of local sales taxes that could disrupt the City's funding. Likewise, economic factors that affect consumer spending could have an adverse impact.

The Board of Aldermen finds it in the best interests of the City to maintain its various fund balances at or near their anticipated December 31, 2024 levels.

The City's strategic objectives underlying its budgeting process may be characterized as one that continues to provide a wide range of municipal services, as well as a superior level of services to City residents and business owners in a cost-effective manner, while at the same time continuing to responsibly improve those services and the City's investment in its capital assets. I believe this budget adequately meets those objectives.

This budget represents a significant amount of work on the part of both the Board and staff. I appreciate the efforts and contributions of both in the preparation of this budget.

Respectfully submitted,



Frank Johnson  
City Clerk and Administrator

# **CITY OF TWIN OAKS, MISSOURI**

## **ANNUAL OPERATING BUDGET**

**FOR THE FISCAL YEAR ENDING  
DECEMBER 31, 2023**

### **ELECTED REPRESENTATIVES AND STAFF**

**MAYOR  
RUSS FORTUNE**

**ALDERMEN  
LISA EISENHAUER  
APRIL MILNE  
TIM STOECKL  
DENNIS WHITMORE**

**STAFF  
FRANK JOHNSON, CITY CLERK  
PAULA DRIES, ASSISTANT  
JOHN WILLIAMS, PUBLIC WORKS**

**CITY OF TWIN OAKS, MISSOURI**  
**ANNUAL OPERATING BUDGET**  
**FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023**

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## MEMORANDUM

**TO:** Twin Oaks Planning & Zoning Commission  
**CC:** Frank Johnson, City Clerk/Administrator  
**FROM:** Paul Rost, City Attorney  
**RE:** *Suggested changes to development regulations relating to sidewalk installation for new developments*  
**DATE:** January 15, 2024

Below, for Planning & Zoning Commission review and recommendation to the Board of Aldermen are suggested changes to existing Section 405.120 of the Twin Oaks development regulations relating to sidewalk installation for new developments. It came to the Board's attention that the City's development regulations were silent as to any requirement for a future developer/redeveloper to include sidewalks as a part of the development. The revisions pertaining to sidewalks are added as a new subsection A.8.

There are also a few clean-ups clarifying the process for posting bonds or escrows for new subdivision developments and what design standards a developer is to follow.

Underlined = text to be added

~~Strikethrough~~ = Text to be removed

### **Section 405.120 Minimum Standards of Design and Development.**

[R.O. 2016 § 405.060; R.O. 2011 § 405.060; Ord. No. 95-24 § 6, 8-30-1995]

- A. No subdivision plat shall be approved by either the Planning and Zoning Commission or by the Board of Aldermen unless it the development conforms to the following minimum standards and requirements:
1. *Relation To Adjoining Street System.* The arrangement of streets in new subdivisions shall make provisions for the proper location and width of streets. The subdivider may be required to continue certain existing or planned streets through or adjacent to the area that is being subdivided, whenever same is necessary to provide for local movements of vehicles or to enable adjoining property to be properly subdivided.
  2. *Streets and Alley Widths.*

## Suggested Changes to Development Regulations

- a. All major through streets shall have a fifty-foot right-of-way in width with a minimum paved width of thirty (30) feet. The paved width shall be measured from back-to-back of curbs and gutters.
  - b. All minor streets shall have a forty-five-foot right-of-way with a minimum paved width of twenty-six (26) feet. The paved width shall be measured from back-to-back of curbs and gutters.
  - c. Alleys should not be provided in residential districts. Alleys will, however, be required in the rear of all business lots and shall be at least twenty (20) feet wide.
  - d. Where it is desirable to subdivide a tract of land, which because of its size or location, does not permit a normal street arrangement, there may be established one (1) or more places. Such a place may be in the form of a court, a cul-de-sac, or other arrangement, except that it shall not end in a dead-end street. All places or culs-de-sac shall have a circle at the end with a minimum of a sixty-foot turning radius.
  - e. Adequate provision shall be made adjacent to commercial buildings for public street parking areas in accordance with minimum standards and requirements in conformity with other laws of the City of Twin Oaks.
3. *Easements.*
- a. Where alleys are not provided, easements of not less than ten (10) feet in width shall be provided on each side of all rear lot lines, and side lines where necessary, for poles, wires, conduits, storm and sanitary sewers, gas, water, and heat mains. Easements of greater width may be required along lines or across lots where necessary for the extension of main sewers and similar utilities.
  - b. Whenever any creek, stream or important surface watercourse is located in an area that is being subdivided, the subdivider shall, at his/her own expense, make adequate provisions for straightening or widening the channel so that it will properly carry the surface water and shall stabilize and secure the creek banks so that the same will be free from erosion, and the subdivider shall also provide and dedicate to the City an adequate easement along each side of the watercourse, which easement shall be for the purpose of widening, improving or protecting the same and for recreational uses.
4. *Lots.* The minimum area of any lot in a subdivision shall not be less than the minimum lot area requirements of the zoning districts in which the area is located.

## Suggested Changes to Development Regulations

5. *Building Lines.* Building lines shall be shown on all lots intended for residential use of any character, and on commercial lots immediately adjoining residential areas. Such building lines shall not be less than required by the Zoning Code of the City.
6. *Improvements.* Before the final plat of any subdivided area shall be approved and recorded, the subdivider shall make and install the improvements as described in this Subsection after having submitted and received City approval of improvement plans in accordance with Section 405.070 of these Subdivision Regulations. In lieu of final completion of the minimum improvements before the plat is finally approved, the subdivider will post a surety bond, letter of credit or cash escrow (“bond”) and execute a deposit agreement, which ~~bond~~ will ~~insure~~ ensure ~~to~~ the City that the improvements will be completed by the subdivider within one (1) year (or such other time set by the Board) after the final approval of the improvement plans. The amount of the bond shall not be less than one hundred ten percent (110%) of the engineer’s estimated cost of improvements submitted by the developer with the improvement plans, and the amount of the cost estimate must be approved by the Board of Aldermen. If the improvements are not completed within the specified time, the Board of Aldermen may use the bond or any necessary portion thereof to complete the same. The minimum improvements installed in any subdivision before the plat can be finally approved shall be in accordance with the following Subsections:
  - a. The subdivider shall grade and improve all new streets within the subdivision area. All such streets shall conform to the minimum structural standards ~~of as established by~~ in the St. Louis County Design Criteria for the Preparation of Improvement Plans and Standard Drawings (as amended), hereinafter, the “St. Louis County Design Criteria.” The paving on all new streets shall be concrete. Curbs and gutters shall be of concrete and conform to the minimum requirements and standards ~~as established by~~ St. Louis County Design Criteria.
  - b. The subdivider shall pay the cost of all labor, materials, and incidental expense required for the installation of water mains and fire hydrants in the subdivided area. Refund of monies for the installation shall be made in accordance with the contract entered into with the Missouri American Water Company to the subdivider by said water company. Such installation of the water mains and fire hydrants aforesaid shall be done by the Missouri American Water Company in accordance with their standards and specifications as approved by the Board of Aldermen of Twin Oaks. The water mains and hydrants, when installed, shall become at once the property of the Missouri American Water Company, and said company shall have exclusive control and use thereof, subject to the right of the residents of the subdivided area to be connected therewith, under the rules and regulations of the

Missouri American Water Company.

- c. The subdivider shall install sanitary sewers in conformance with the minimum requirements and receive prior approval of the Metropolitan St. Louis Sewer District and provide a connection with each lot. Before the improvement is started, the plan therefor shall be approved by the Board of Aldermen of Twin Oaks.
- d. The subdivider shall, ~~when necessary,~~ install storm sewers and related storm water quality and control systems to provide drainage and treatment of the development's stormwater in conformance with minimum requirements and receive prior approval of the Metropolitan St. Louis Sewer District. Before the improvement is started, the plan therefor shall be approved by the Board of Aldermen of Twin Oaks.

7. Street Names.

- a. Streets that are obviously in alignment with others already existing and named shall bear the names of the existing streets. New street names shall be approved by the Board of Aldermen.
- b. Before the final plan for the subdivision shall be approved, the subdivider shall submit to the Board of Aldermen a statement from the local Postmaster approving the name of the proposed streets and of the proposed system of postal addresses along such streets.

8. Sidewalks.

- a. Sidewalks are required on all sides of the streets in or abutting the development.
- b. Minimum requirements for sidewalk construction:
  - i. Subject to subsection (iii) below, sidewalks in residential subdivisions shall be constructed of concrete, a minimum of four (4) feet wide and four (4) inches thick, except in driveways where a minimum thickness of six (6) inch shall be required.
  - ii. Subject to subsection (iii) below, sidewalks in non-residential developments shall be constructed of concrete, four (4) feet wide and four (4) inches thick, unless a greater width is recommended by the City's engineering consultant and approved by the Board. Sidewalks through driveways shall be required to be a minimum of seven (7) inches in thickness.



**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 \$\_\_\_\_\_.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 21st 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

<b>Prepared For</b>	<b>Estimate Date</b>	<b>Estimate Number</b>
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"> <li>- Remove soil where needed</li> <li>- Move concrete barriers inward and realign</li> <li>- Caulk joints where needed</li> </ul>			
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
	<b>Estimate Total (USD)</b>		<b>\$4,600.00</b>

**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 APPROVING TEXT AMENDMENT TO  
THE SUBDIVISION REGULATIONS, SECTION 405.120 OF  
THE MUNICIPAL CODE OF THE CITY OF TWIN OAKS,  
PERTAINING TO NEW DEVELOPMENTS**

WHEREAS, pursuant to § 405.040 of the Twin Oaks City Code, the Board of Aldermen may from time to time, change or amend the regulations or provisions of this Chapter after receiving the Planning and Zoning Commission’s recommendation and report; and

WHEREAS, the Board of Alderman now seeks to amend Section 405.120 of the Twin Oaks Subdivision Regulations, Chapter 405 of the Municipal Code (hereinafter the “Subdivision Regulations”) to clarify the development regulations relating to new developments; and

WHEREAS, on January 23, 2024, the Planning and Zoning Commission recommended that the Board of Alderman approve of the proposed Amendments; and

WHEREAS, the Board of Aldermen, after careful and due deliberation and following a duly noticed public hearing held on February 21, 2024, in accordance with § 405.040 and § 89.060 RSMo., has concluded that the adoption of the proposed amendments to the Subdivision Regulations are in the best interests of health, safety, and welfare of the citizens of the City.

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

**Section 1.** Chapter 405, *Subdivision Regulations*, of the Twin Oaks Municipal Code, Section 405.120 (Minimum Standards of Design and Development) is hereby amended to clarify the process and design standards for new subdivision developments and to add development standards relating to sidewalk installation for new developments as shown by the **underlined** text, to read as follows:

**Section 405.120 Minimum Standards of Design and Development**

- A. No subdivision plat shall be approved by either the Planning and Zoning Commission or by the Board of Aldermen unless ~~it~~ the development conforms to the following minimum standards and requirements:
1. *Relation To Adjoining Street System.* The arrangement of streets in new subdivisions shall make provisions for the proper location and width of streets. The subdivider may be required to continue certain existing or planned streets through or adjacent to the area that is being subdivided, whenever same is necessary to provide for local movements of vehicles or to enable adjoining property to be properly subdivided.
  2. *Streets and Alley Widths.*
    - a. All major through streets shall have a fifty-foot right-of-way in width with a minimum paved width of thirty (30) feet. The paved width shall be measured from back-to-back of curbs and gutters.
    - b. All minor streets shall have a forty-five-foot right-of-way with a minimum paved width of twenty-six (26) feet. The paved width shall be measured from back-to-



back of curbs and gutters.

- c. Alleys should not be provided in residential districts. Alleys will, however, be required in the rear of all business lots and shall be at least twenty (20) feet wide.
  - d. Where it is desirable to subdivide a tract of land, which because of its size or location, does not permit a normal street arrangement, there may be established one (1) or more places. Such a place may be in the form of a court, a cul-de-sac, or other arrangement, except that it shall not end in a dead-end street. All places or culs-de-sac shall have a circle at the end with a minimum of a sixty-foot turning radius.
  - e. Adequate provision shall be made adjacent to commercial buildings for public street parking areas in accordance with minimum standards and requirements in conformity with other laws of the City of Twin Oaks.
3. *Easements.*
- a. Where alleys are not provided, easements of not less than ten (10) feet in width shall be provided on each side of all rear lot lines, and side lines where necessary, for poles, wires, conduits, storm and sanitary sewers, gas, water, and heat mains. Easements of greater width may be required along lines or across lots where necessary for the extension of main sewers and similar utilities.
  - b. Whenever any creek, stream or important surface watercourse is located in an area that is being subdivided, the subdivider shall, at his/her own expense, make adequate provisions for straightening or widening the channel so that it will properly carry the surface water and shall stabilize and secure the creek banks so that the same will be free from erosion, and the subdivider shall also provide and dedicate to the City an adequate easement along each side of the watercourse, which easement shall be for the purpose of widening, improving or protecting the same and for recreational uses.
4. *Lots.* The minimum area of any lot in a subdivision shall not be less than the minimum lot area requirements of the zoning districts in which the area is located.
5. *Building Lines.* Building lines shall be shown on all lots intended for residential use of any character, and on commercial lots immediately adjoining residential areas. Such building lines shall not be less than required by the Zoning Code of the City.
6. *Improvements.* Before the final plat of any subdivided area shall be approved and recorded, the subdivider shall make and install the improvements as described in this Subsection after having submitted and received City approval of improvement plans in accordance with Section 405.070 of these Subdivision Regulations. In lieu of final completion of the minimum improvements before the plat is finally approved, the subdivider will post a surety bond, letter of credit or cash escrow (“bond”) and execute a deposit agreement, which ~~bond~~ will ~~insure~~ ensure ~~to~~ the City that the improvements will be completed by the subdivider within one (1) year (or such other time set by the Board) after the final approval of the improvement plans. The amount of the bond shall

not be less than one hundred ten percent (110%) of the engineer's estimated cost of improvements submitted by the developer with the improvement plans, and the amount of the cost estimate must be approved by the Board of Aldermen. If the improvements are not completed within the specified time, the Board of Aldermen may use the bond or any necessary portion thereof to complete the same. The minimum improvements installed in any subdivision before the plat can be finally approved shall be in accordance with the following Subsections:

- a. The subdivider shall grade and improve all new streets within the subdivision area. All such streets shall conform to the minimum structural standards ~~of as established by in the~~ St. Louis County Design Criteria for the Preparation of Improvement Plans and Standard Drawings (as amended), hereinafter, the "St. Louis County Design Criteria." The paving on all new streets shall be concrete. Curbs and gutters shall be of concrete and conform to the minimum requirements and standards ~~as established by~~ St. Louis County Design Criteria.
  - b. The subdivider shall pay the cost of all labor, materials, and incidental expense required for the installation of water mains and fire hydrants in the subdivided area. Refund of monies for the installation shall be made in accordance with the contract entered into with the Missouri American Water Company to the subdivider by said water company. Such installation of the water mains and fire hydrants aforesaid shall be done by the Missouri American Water Company in accordance with their standards and specifications as approved by the Board of Aldermen of Twin Oaks. The water mains and hydrants, when installed, shall become at once the property of the Missouri American Water Company, and said company shall have exclusive control and use thereof, subject to the right of the residents of the subdivided area to be connected therewith, under the rules and regulations of the Missouri American Water Company.
  - c. The subdivider shall install sanitary sewers in conformance with the minimum requirements and receive prior approval of the Metropolitan St. Louis Sewer District and provide a connection with each lot. Before the improvement is started, the plan therefor shall be approved by the Board of Aldermen of Twin Oaks.
  - d. The subdivider shall, ~~when necessary~~, install storm sewers and related storm water quality and control systems to provide drainage and treatment of the development's stormwater in conformance with minimum requirements and receive prior approval of the Metropolitan St. Louis Sewer District. Before the improvement is started, the plan therefor shall be approved by the Board of Aldermen of Twin Oaks.
7. Street Names.
- a. Streets that are obviously in alignment with others already existing and named shall bear the names of the existing streets. New street names shall be approved by the Board of Aldermen.
  - b. Before the final plan for the subdivision shall be approved, the subdivider shall

submit to the Board of Aldermen a statement from the local Postmaster approving the name of the proposed streets and of the proposed system of postal addresses along such streets.

8. Sidewalks.

a. Sidewalks are required on all sides of the streets in or abutting the development.

b. Minimum requirements for sidewalk construction:

i. Subject to subsection (iii) below, sidewalks in residential subdivisions shall be constructed of concrete, a minimum of four (4) feet wide and four (4) inches thick, except in driveways where a minimum thickness of six (6) inch shall be required.

ii. Subject to subsection (iii) below, sidewalks in non-residential developments shall be constructed of concrete, four (4) feet wide and four (4) inches thick, unless a greater width is recommended by the City's engineering consultant and approved by the Board. Sidewalks through driveways shall be required to be a minimum of seven (7) inches in thickness.

iii All sidewalks shall conform to the minimum requirements of the Americans with Disabilities Act.

iv. Where sidewalks are located adjacent to a vertical curb within a street intersection, wheelchair ramps will be required.

c. A developer may petition the City to waive the requirement for sidewalks, upon submittal of an alternate sidewalk or trail plan. The Planning & Zoning Commission may recommend, and the Board of Aldermen may grant, a waiver only where a petitioner has demonstrated that:

i. Sidewalks are not deemed necessary for the public safety or where topographical or other conditions make sidewalk installation and use impractical; or

ii. The petitioner proposed alternate sidewalk or trail plan provides for more efficient, direct, and safer movement of pedestrian traffic; or

iii. Because of noneconomic conditions, the strict application of the requirements contained in this Section would impose practical difficulties and no alternate sidewalk, trail, or other pedestrian plan is viable.

d. When a developer proposes an alternate sidewalk or trail plan for location within the public right-of-way, the City's engineering consultant shall review the plan and provide the Planning & Zoning Commission with recommendations based on conditions within the affected rights-of-way and other relevant factors.

**Section 2.** The recitals contained in the *Whereas* clauses are expressly incorporated in and made a part of this Ordinance.

**Section 3.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 21<sup>st</sup> DAY OF FEBRUARY 2024.

---

Russ Fortune, Mayor

Attest:

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Paula Dries, Assistant City Clerk



The Davey Tree Expert Company  
 954 Des Peres Ave  
 Webster Groves, MO 63119  
 Phone: (314) 227-7545  
 Email: Greg.Wilson@davey.com

*Last Year*



<b>Client</b>	<b>Service Location</b>	<b>1/18/2023</b>
VILLAGE OF TWIN OAKS ATTN: THERESA GONZALES 1381 Big Bend Rd Ballwin, MO 63021-7616	VILLAGE OF TWIN OAKS INTERSECTION BIG BEND RD AND 141 BALLWIN, MO 63021 Mobile: (636) 225-7873 Fax: (636) 225-6547 Email: fjohnson@cityoftwinoaks.com	Proposal #: 901009-1674050989 Account #: 1748641 Ship To #: 2427597 Mobile: (636) 225-7873 Fax: (636) 225-6547 Email: fjohnson@cityoftwinoaks.com

Plant Health Care	Service Period	Price	Tax	Total
<input checked="" type="checkbox"/> Scale Treatment (*) Treat (120) Bald Cypress at intersection for scale.	Early Sprg	\$2,450.00		\$2,450.00
<b>Total of All Services</b>		<b>\$2,450.00</b>	<b>\$0.00</b>	<b>\$2,450.00</b>

(\*) Please note these services automatically renew annually. By signing you agree to the terms appended to this form.

Yes, please schedule the services marked above.

**ACCEPTANCE OF PROPOSAL:** The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

	<u><i>Greg Wilson</i></u> Greg Wilson	<u><i>Frank Johnson</i></u> <small>Frank Johnson (Feb 24, 2023 11:34 CST)</small>	<u>Feb 24, 2023</u>
	Authorization	Date	





The Davey Tree Expert Company  
 954 Des Peres Ave  
 Webster Groves, MO 63119  
 Phone: (314) 227-7545  
 Email: Greg.Wilson@davey.com




Client	Service Location	1/23/2024
VILLAGE OF TWIN OAKS ATTN: THERESA GONZALES 1381 Big Bend Rd Ballwin, MO 63021-7616	VILLAGE OF TWIN OAKS INTERSECTION BIG BEND RD AND 141 BALLWIN, MO 63021 Mobile: (636) 225-7873 Fax: (636) 225-6547 Email: fjohnson@cityoftwinoaks.com	Proposal #: 901009-1691677788 Account #: 1748641 Ship To #: 2427597 Mobile: (636) 225-7873 Fax: (636) 225-6547 Email: fjohnson@cityoftwinoaks.com

	Service Period	Price	Tax	Total
<input type="checkbox"/> Bagworm Treatment (*) Treat (120) Bald Cypress at intersection for scale.	Early Sprg	\$2,337.00		\$2,337.00
<input type="checkbox"/> Bagworm Treatment (*) Treat (120) Bald Cypress for Bagworms.	Summer	\$2,337.00		\$2,337.00
<input type="checkbox"/> Fert w/ Arbor GreenPRO (1yr) (*) Deep Root Feed (120) Bald Cypress at intersection.	Early Sprg	\$2,668.00		\$2,668.00

7342.00

(\*) Please note these services automatically renew annually. By signing you agree to the terms appended to this form.

Yes, please schedule the services marked above.

\$ _____ Deposit Required / \$ _____ Deposit Received  Upon completion of work, please charge balance to credit card ___Yes ___No	Deposit payment options we accept are check or credit card To pay by check mail to _____ To pay by credit card call _____ The Davey Tree Expert Company (314) 227-7545 954 Des Peres Ave Webster Groves, MO 63119
<b>ACCEPTANCE OF PROPOSAL:</b> The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.	
 <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 10px;"> <span>Greg Wilson</span> <span>Authorization</span> <span>Date</span> </div>	



**AUTOMATIC RENEWAL OF SERVICES:** Evergreen, or automatic renewal, is applicable to those services indicated in the contract. Except in New York, California and Connecticut, by signing, I agree that next year and continuing every year thereafter, the company will automatically perform and I will pay for the services outlined in this contract without the need for further action or confirmation on my part. The company will send me a reminder notification each year which will include any price changes. The company will make suggested service/treatment changes which I can receive by notifying the company to perform these services. If I add, change or cancel any contracted services, it is my responsibility to inform the company of these changes or cancellation in writing prior to the scheduled service being performed.

### Client Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

### Tree Care

**PRUNING:** Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

**TREE REMOVAL:** Removal to within 6" of ground level and cleanup of debris.

**STUMP REMOVAL:** Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

**CLEAN-UP:** Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

**CABLING/BRACING:** Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

### Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

### Tree and Shrub Plant Health Care

**PRESCRIPTION PEST MANAGEMENT:** Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

**INSECT MANAGEMENT:** Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

**DISEASE MANAGEMENT:** Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

### Lawn Care

**FERTILIZER AND MECHANICAL SERVICES:** Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aeration, lime, overseeding, and lawn renovation.

**WEED CONTROL AND PEST MANAGEMENT:** Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a post emergent application later in the year. Our surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

### Other Terms and Contract Conditions

**INSURANCE:** Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

**WORKING WITH LIVING THINGS:** As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

**TREE CARE STANDARDS:** All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

**OWNERSHIP OF TREES/PROPERTY:** Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

**TIME & MATERIAL (T&M):** Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

**BILLING & SALES TAX:** All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

**PAYMENT:** We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

**UNDERGROUND PROPERTY:** We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

**SCHEDULING:** Job scheduling is dependent upon weather conditions and work loads.





**2024 Annual Plant Health Care Program**

VILLAGE OF TWIN OAKS PARK  
1 TWIN OAKS CT  
TWIN OAKS, MO 63088

**Thank You**

We know there are no shortcuts  
to solid relationships!

*Satisfaction Guaranteed*

With the DaveyCare<sup>SM</sup> Guarantee, If you are not satisfied with the care you received, we will work with you to resolve any potential service issues. Please visit our website for terms and conditions.

Quote number: 1358 / 30513957 / EV  
Quote date: December 06, 2023  
Contract number:  
Account number: 1748641



Want to learn more  
about your Annual PHC  
Program Proposal?  
Scan for Details

**Return Address:**  
THE DAVEY TREE EXPERT COMPANY  
954 DES PERES AVE  
WEBSTER GROVES MO 63119

Mall To:

VILLAGE OF TWIN OAKS  
ATTN: THERESA GONZALES  
1381 BIG BEND RD  
BALLWIN, MO 63021-7616

**PRIOR YEAR'S SERVICES automatically rescheduled for 2024**

This serves as a reminder of the plant health care services you have previously authorized. You do not need to do anything further to authorize these services. They have been scheduled and we will be out at the appropriate time. Thank you for the opportunity to be of service. If you wish to cancel any of these services, please contact our office in writing.

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
<b>Plant Health Care</b>				
Scale Treatment <i>Inject All Bald Cypress at Intersection</i>	Early Sprg	\$2,572.00		\$2,572.00
Scale Treatment <i>Inject All Bald Cypress at Intersection</i>	Early Sprg	\$1,680.00		\$1,680.00
<b>Fertilization/Soil Care</b>				
Fert w/ Arbor GreenPRO (1yr) <i>Deep root fertilize All Bald Cypress at Intersection.</i>	Early Sprg	\$2,668.00		\$2,668.00
<b>Total Investment</b>		<b>\$6,920.00</b>	<b>\$0.00</b>	<b>\$6,920.00</b>

**ADDITIONAL SERVICES that will benefit your property for 2024 and beyond**

We recommend these additional services but will not perform them without your approval. If you wish us to provide any of these additional services, please check the box alongside the service(s), sign and return one copy of this contract.

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
<b>Lawn Care</b>				
<input type="checkbox"/> Fertilizer & Weed Control <i>Fertilizer and Wee Control</i>	Early Sprg	\$1,635.00		\$1,635.00
<input type="checkbox"/> Fertilizer & Weed Control <i>Fertilizer and weed control</i>	Late Sprg	\$1,635.00		\$1,635.00
<input type="checkbox"/> Fertilizer & Weed Control <i>SLOW RELEASE FERTILIZER</i>	Spring	\$1,889.00		\$1,889.00
<input type="checkbox"/> Nutsedge Control-1st Appl <i>Treat entire Park.</i>	Summer	\$879.00		\$879.00
<input type="checkbox"/> Fertilizer & Weed Control <i>SLOW RELEASE FERTILIZER</i>	Fall	\$1,889.00		\$1,889.00
<input type="checkbox"/> Topdressing <i>Topdress Field</i>	Late Fall	\$1,257.00		\$1,257.00
<b>Total Investment</b>		<b>\$9,184.00</b>	<b>\$0.00</b>	<b>\$9,184.00</b>

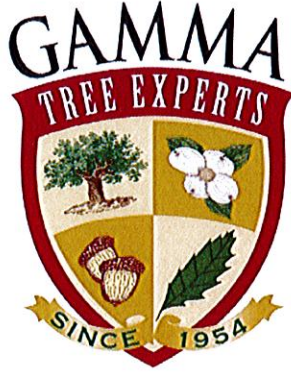
The Davey Tree Expert Company  
954 Des Peres Ave  
Webster Groves, MO 63119

Phone: (314) 227-7545  
Fax:

Continued on next page...



# Plant Health Care PROPOSAL



P.O. Box 411483  
Creve Coeur, MO 63141  
**314-725-6159**

Wednesday, February 7, 2024

City of Twin Oaks  
City of Twin Oaks  
1381 Big Bend Rd  
Ballwin, MO 63021

**Salesperson: Richard Schmitt**

**Worksite:** 1381 Big Bend Rd  
Ballwin, MO 63021

**Mobile:** 574-7152 John  
Williams

#	Item	Description	Cost
1		<b>1ST. SUMMER SPRAY</b> Treat all Cypress Trees at intersection of Big Bend & 141 to help prevent Bagworms. ***Treatment will be applied by soil injection to prevent any over spray on cars and pedestrians***	\$1,600.00
2		<b>MERIT APPLICATION</b> Treat all Cypress trees at the intersection of Big Bend & 141 to prevent scale. ***Treatment will be applied by soil injection to prevent any over spray on cars and pedestrians***	\$1,600.00
3		<b>1ST. SUMMER SPRAY</b> Spray all necessary plants around City Hall to help prevent Bagworms.	\$125.00
4		<b>MERIT APPLICATION</b> Spray all necessary plants around City Hall to prevent scale.	\$125.00
<b>Job Subtotal:</b>			\$3,450.00
<b>Tax:</b>			\$0.00
<b>Total:</b>			<b>\$3,450.00</b>

Signature

Date

*Note  
Fert. no included on bid.  
deep root*

*Note John didn't feel comfortable they completely understood what we wanted done.*



**YOUR TREES DESERVE THE BEST CARE**



Richard Schmitt  
MW-5572A

# Omni Tree Service, Inc.

415 OLD STATE RD  
ELLISVILLE, MO 63021

Email: omnitree@omnitreeservice.com

Phone: 636-391-9944 / Fax: 636-391-9948

# Proposal

Monday, January 29, 2024

**PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED IN 30 DAYS.**

\* John City of Twin Oaks  
1 Twin Oaks Ct  
Valley Park, MO 63088

Phone: 314-574-7152

Salesperson: Thomas Reid

Job Name
City of Twin Oaks 20240129

Worksite:

Intersection of Big Bend and 141 Valley Park, MO 6

#	Item	Description	Qty	Cost
1	Plant Health Care	<b>Horticultural Oil Application</b> Early spring Horticultural Oil application to control scale and over wintering insects Feb-March.  Spray application for approximately 200 Cypress at intersection of Big Bend and 141. Treat trees and shrubs at City Hall. \$2,000 per application.	0	\$2,100.00
2		<b>Early Foliar Insecticide Spray</b> Early summer application to control bagworms. Mid June to early July. Talstar Bifenthrin.  Spray application for approximately 200 Cypress at intersection of Big Bend and 141. Treat trees and shrubs at City Hall. \$2,000 per application.	0	\$2,100.00

2,000  
6,200

*Fert not included*

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<b>Subtotal:</b>	\$4,200.00
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$4,200.00</b>

---

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Terms and Conditions**

- 1.) Schedule Changes- If schedule changes are needed, please contact our office by telephone by 4:00 pm the day prior.
- 2.) Payment- After work is completed an invoice will be mailed out. Payment is due upon receipt. Payment may be made by check or credit card.
- 3.) 3.5% Processing Fee on all credit card transactions.
- 4.) Omni Tree Service is not responsible for any damage to underground lines or sprinkler systems.
- 5.) Past Due Accounts- If an account balance becomes 30 days or more past due an 1 1/2% per month equivalent to an annual percentage rate of 18% will be charged. If account is deemed necessary to be turned over to collection agency or attorney, the customer is responsible for all collection fees. If charges remain unpaid over 120 days, a lien shall be filed against the said property at the county court house.
- 6.) If selecting Stump Grinding - Omni has a separate crew for stump grinding, the stump will not be done at the same time as tree removal. The stump will be removed as soon as possible weather permitting once Dig Rite has marked. The chips are left level and the excess is hauled away. There is an additional charge if hauling all chips, adding topsoil, and/or seed and straw. Removal of Surface roots and deeper than 6 inches below grade are also an additional charge.
- 7.) Rain Delays - If it rains on the day of scheduled service, our office will contact you to reschedule work..
- 8.) Log/Wood Pickup - If logs are left from Tree Work they will be picked up 2-3 Business Days.
- 9.) Cancellation Fee - If customer does not give 48 hour notice of scheduled date, a 15% cancelation fee will be billed to Customer.
- 10.) If damages occur while Tree Work is performed the Office must be notified within 48 hours in order for a resolution to be determined.

**Mayor & Assistant Clerk Report  
City of Twin Oaks, Board of Alderman  
February 21, 2024**

**TRC Outdoor Concrete Co.** - Mayor contacted TRC-this is to update the contract for the planter box repairs to include removal and disposal of all the soil in the planter box

**Davey Sign Co.** - met with Nik and he presented various sign options and will present to the Board at the March 6<sup>th</sup> meeting

**Park Entrance Sign-** has been installed

**Boly Entrance Island-**Mayor would like to speak with Tim Brees regarding the landscape company he uses for Big Bend Square and get a quote from them for the cost to manage the entrance island

**Boundary Map-**has been filed and copies mailed to St Louis County

**Too Creative-**Contacted Stephanie to send a quote for 4 additional Banners for the intersection-John Williams said the light poles along Big Bend are larger than the two that hold the new banners-Mayor decided to keep the banners the same size and have new brackets and arms installed for an additional fee

**Circle of Concern-**Mayor Fortune and Officer Wehner delivered a donation raised at the Bingo/Chili Event-\$423

**Mulching-**mulching completed in the park, at City Hall and 141/Big Bend intersection