

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, MARCH 2, 2022, 7:00 p.m.**

To balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, face coverings are strongly encouraged for those attending this meeting of the Board of Aldermen, regardless of vaccination status.

In addition, the meeting will also be livestreamed on Facebook so that the public may watch and listen to the meeting virtually. The livestream of the meeting will be accessible by tablet/laptop/PC or mobile device at www.facebook.com/twinoaksmo.

Residents and others who wish to comment may also email their comments to City Clerk Frank Johnson, fjohnson@cityoftwinoaks.com, by 5 p.m. on March 2, 2022, and their comments will be shared with the Board at the appropriate time.

Tentative Agenda

- 1) **REGULAR MEETING CALLED TO ORDER**
- 2) **PLEDGE OF ALLEGIANCE**
- 3) **ROLL CALL**
- 4) **APPROVAL OF AGENDA**
- 5) **APPROVAL OF CONSENT AGENDA**
 - a) Board of Aldermen Regular Meeting Minutes from February 16, 2022
 - b) Board of Aldermen Work Session Minutes from February 16, 2022
 - c) Bills List from February 12, 2022 to February 25, 2022
- 6) **REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS**
 - a) Police Report — Officer John Wehner
 - b) Flock Cameras — Lt. Warner and Sgt. Conrady, St. Louis County Police
 - c) Park Committee
- 7) **PUBLIC HEARING**
 - a) Public comment on and consideration of the recommendation of the Planning & Zoning Commission concerning an amended final development plan for 1140 Meramec Station Road.
- 8) **NEW BUSINESS**
 - a) Bill No. 22-02: AN ORDINANCE APPROVING AN AMENDED FINAL DEVELOPMENT PLAN SUBMITTED ON BEHALF OF WESTLAKE ACE HARDWARE FOR A PORTION OF THE TWIN OAKS CENTER LOCATED AT 1100 MERAMEC STATION ROAD.

- b) Bill No. 22-03: AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR OUTDOOR STORAGE FOR A WESTLAKE ACE HARDWARE STORE AT 1100 MERAMEC STATION ROAD IN THE CITY OF TWIN OAKS, MISSOURI.
- c) Bill No. 22-04: AN ORDINANCE APPROVING AN AMENDMENT TO TWIN OAKS MUNICIPAL CODE SECTION 515.070 PERTAINING TO EXCAVATION PERMIT DEPOSIT FEES
- d) Bill No. 22-05: AN ORDINANCE AMENDING SECTION 210.1030 OF THE MUNICIPAL CODE OF THE CITY OF TWIN OAKS, MISSOURI RELATING TO THE OFFENSE OF TAMPERING
- e) Resolution No. 2022-04: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH RADARSIGN LLC FOR FURNISHING A SOLAR-POWERED SPEED RADAR SIGN.
- f) Resolution No. 2022-05: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH NUTOYS LEISURE PRODUCTS INC FOR FURNISHING TWO (2) STEEL RECTANGLE BACKBOARDS WITH NYLON NETS FOR USE IN TWIN OAKS PARK.
- g) Resolution No. 2022-06: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH TECH ELECTRONICS INC. FOR FURNISHING, INSTALLING AND PROGRAMMING OF A LTE TRANSMITTER FOR THE ALARM SYSTEM IN TWIN OAKS TOWN HALL.
- h) Resolution No. 2022-07: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH DAVEY TREE EXPERT COMPANY FOR THE REMOVAL, STUMP GRINDING AND PURNING OF TREES IN TWIN OAKS PARK.

9) DISCUSSION ITEMS

- a) 2022 Fireworks Display Proposal

10) ATTORNEY’S REPORT

11) CITY CLERK’S REPORT

12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

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

14) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: February 28, 2022, 3:00 p.m.

Please note: Any person requiring physical or verbal accommodations should contact the city office 12 hours prior to meeting at 636-225-7873. Copies of public records for this agenda are available for public inspection before and at the time of the meeting.

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, FEBRUARY 16, 2022**

The meeting of the Twin Oaks Board of Aldermen was called to order at 7:12 pm. Roll Call was taken:

Mayor: Russ Fortune – yea

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

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

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

APPROVAL OF THE AGENDA

Mayor Fortune asked for a motion to approve the agenda. Alderman Dennis Whitmore so motioned, seconded by Alderman Lisa Eisenhauer. The motion passed by a voice vote.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of the Regular Session Minutes of January 19, 2022; the Bills List from January 15 to February 11, 2022; and the Credit Card List from January 1 to January 31, 2022.

Alderman Whitmore motioned to approve the consent agenda seconded by Alderman Milne. The motion passed by a voice vote.

REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS

Park Committee Report: Alderman Stoeckl reported that the Park Committee met on February 10, 2022. The Park Committee finalized plans the Bingo/Chili Event that will be

held on March 11, 2022. Mayor Fortune clarified that the chili cooks will arrive at 6:00 p.m. and the doors will open to everyone at 6:30 p.m. with bingo play beginning at 7:00 p.m. Alderman Stoeckl also reported that the Committee is looking at bands for the upcoming Summer Concerts and that elections of officers will be held at the next Park Committee meeting on March 10, 2022.

Police Report: Officer John Wehner reviewed the January Police Report. Radio calls, police reports, and self-initiated calls remained the same as in December. Traffic enforcement was stepped up this month and there were five accidents in the City's two major intersections. No crimes were reported for the month of January. Alderman Whitmore stated that other municipalities are adding Ordinances addressing door tampering on cars and asked if Twin Oaks should adopt a similar law. Discussion ensued. City Attorney Paul Rost stated that an ordinance regarding the tampering of door locks on cars will be added to the next Board meeting agenda. Mayor Fortune shared his concern with the intersection of Big Bend and 141 not being plowed during winter weather events. Officer Wehner clarified that the Missouri Department of Transportation is responsible for clearing of the intersection as well as the on- and off-ramps. Officer Wehner stated that he called MoDOT several time to have the intersection cleared during the recent storm. Discussion ensued. The Board directed staff to have the City's contractor plow the overpass portion of Big Bend if needed and reach out to MoDOT to see if the City could take over responsibility for the intersection going forward.

Financial Statements: Jeff Blume reviewed the financial statement for the month of January. Mr. Blume reminded everyone that January is a tough month to review because we don't have previous months for comparison. He reminded the Board that the ARPA Grant will be moved back to fiscal 2021 when the audit is adjusted. The visit from the auditors has been set for April 1, 2022. Mr. Blume stated that sales tax collections are keeping up with projections but reminded the board that revenue from license and permit fees will run behind until the majority of business licenses are collected in July.

Mr. Blume asked the Board to review the transmittal letter for the 2022 budget to assure that it reflects the intentions and beliefs of the Board. Alderman Whitmore asked how the City's increased population as reflected in the 2020 census will impact sales tax distributions. Mr. Blume stated that he is encouraged by the increased number of residents but doesn't anticipate a significant change in revenues as a result. He further noted that a majority of the City's revenue comes from sales taxes.

PRELIMINARY CITIZEN COMMENTS

There were no preliminary citizen comments.

NEW BUSINESS

Resolution No. 2022-03: A Resolution of the Twin Oaks Board of Aldermen Approving an Agreement with Schaeffer Electric Company for Furnishing and Installing a Unit heater in the Comfort Station in Twin Oaks Park. Mayor Fortune asked for any questions regarding Resolution 2022-03. City Clerk/Administrator Frank Johnson stated that the Men's bathroom heater needs to be replaced, noting that the wiring has burned out. Discussion ensued. The Board determined that the bathroom would remain open while the City waits for the replacement. Alderman Whitmore motioned to approve Resolution 2022-03, seconded by Alderman Eisenhauer. The motion passed by voice vote.

DISCUSSION ITEMS

Radar Sign Replacement: City Clerk/Administrator Johnson stated that the current speed radar signs have developed numerous issues. The battery life is becoming shorter and there is difficulty downloading data from the signs. City Clerk/Administrator Johnson provided the board with a cost breakdown of refurbishing the current signs versus purchasing new solar-powered signs. Given the issues with the batteries with the City's current signs, he recommended that the City purchase the solar-powered models. The cost of replacing all six signs can be deferred over the course of three years by purchasing two signs per year.

Mayor Fortune asked if the solar-powered models would work due to many City streets being heavily shaded. Alderman Eisenhauer suggested buying one sign and using it as a test sign for reliability. Further discussion ensued. The Board agreed to purchase one new solar-powered radar sign as a test case and then revisit the issue later.

Flock Cameras: City Clerk/Administrator Johnson reviewed the proposal from Flock to install traffic cameras in the City of Twin Oaks. The cameras would provide data to law enforcement and aid in the identification of suspect vehicles. Four cameras would be needed to adequately cover the City. City Attorney Paul Rost had several questions regarding how the data produced by the camera is accessed and stored. He also noted that the contract doesn't appear to be tailored to municipalities that contract for police services, such as Twin Oaks. Discussion ensued. The Board asked Officer Wehner if members of the St. Louis County Police Department could attend the next board meeting to answer questions about how the cameras might be used.

ATTORNEY'S REPORT

City Attorney Rost provided an overview of a proposal from Volta to install electrical charge stations in the parking lot of Schnucks. He noted that submitted plans from the company use outdated photos of the development. City Attorney Rost stated that Volta would be informed that they need to go through the process of having Schnucks amend the final development plan in order to proceed.

CITY CLERK'S REPORT

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. The written report is reproduced below:

General Updates

Insurance Renewal for 2022

The City's insurance program will renew on April 3. Staff is currently working with our insurance broker to complete the paperwork necessary to receive the renewal quote.

Ace Hardware

The Planning and Zoning Commission has recommended the preliminary development plan application and conditional use permit from Westlake Ace Hardware for approval, subject to several conditions. Staff is currently planning on having the application for Board consideration at the March 2 meeting.

Enterprise Bank Refinancing

The approved term sheet is currently being reviewed by the underwriters at Enterprise Bank. We expect that process to finish up soon. Gilmore & Bell is working on amending the loan documents, which will then be reviewed by an internal legal team at Enterprise. We are currently planning for a closing date of April 1, which would match the original documents and allow for sufficient time.

2022 Municipal Officials Training Academy

The City has purchased the tuition option for the 2022 Municipal Officials Training Academy. This allows any elected official or staff member to attend any of the training sessions throughout the year. Please contact the city office if you would like more information on the training sessions and registration.

Salary Data Request

The City received a request on Jan. 12 from the St. Louis Post-Dispatch for the compensation paid to all city employees during the 2020-21 Fiscal Year, as well as the amount paid for the police contract. The requested information was supplied on Jan. 14.

Keep Right Sign

The City submitted a request to the Missouri Department of Transportation to replace the sign on 1/31 and a new sign has subsequently been installed.

Project Updates

Curb Repair RFP

Staff is currently working to update the inventories of curbs in the City in order to prepare the RFP for the curb work budgeted in the 2022 CIP. We also should be able to update and re-use the previous RFP prepared by BFA in 2019.

Park Border Fence RFP

Staff is also working on preparing an RFP to replace the wood shadowbox fence on the south border of the Park that runs between the Park and the houses on Golden Oak Court and Autumn Leaf Drive. The RFP is nearly finalized and should be published within the next two weeks.

Boly Lane Entrance

Entrance and exit both have sections that need to be repaired. Requires concrete and asphalt work. Does the board want to do a fix for the whole thing or just specific sections?

Normally, you would replace the whole slab. If done piecemeal, won't last as long, won't be as strong. But, it's cheaper for now and a better idea if you still plan on reconfiguring the intersection.

In the process of getting bids. Have received one for Oreo & Botta for just the damaged concrete pavement sections for \$7,900, and one for the asphalt work from Topps for \$2,341. Topps is also working on a bid for the concrete portion.

Autumn Leaf Sinkhole

Section of curb is sinking, has been that way for years and getting worse. Asphalt will also need to be repaired if fixing the curb. Not sure what is causing the sinking. Have received a bid for \$3,995 plus \$795 (\$4,790 total) from Oreo & Botta. John recommends.

ROW Permits

Sunrise Telecom — AT&T Fiber Optic Cable

Work for this permit was originally scheduled to begin on Jan. 19 but was delayed to Jan. 31. On Feb. 7, work began on the Autumn Leaf portion of the project. As a reminder, this permit is for AT&T to install fiber optic cable throughout the City of Twin Oaks. Portions of Boly Lane and the "Old Town" area are not included. AT&T does not have a current estimate on when those areas will receive the service.

OJ Laughlin — Electric Service, New Valley Park FPD Station

The work related to this permit has been completed.

Collins & Hermann — Water Service, New Valley Park FPD Station

The work related to this permit has been completed.

MAYOR & ALDERMEN COMMENTS

Alderman Whitmore asked about housing a "Meet the Candidate" event for the residents running in the upcoming municipal election. The Board discussed holding the event in the evening, possibly before a Board meeting. There were no other comments.

FINAL CITIZEN COMMENTS

There were no citizen comments

ADJOURNMENT

There being no further business, Alderman Whitmore motioned to adjourn the regular meeting at 8:25 p.m., seconded by Alderman Eisenhower and the motion passed with the unanimous consent of the Board of those present.

Drafted By: _____
Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

**MINUTES OF THE WORK SESSION
TWIN OAKS CITY HALL
CITY OF TWIN OAKS BOARD OF ALDERMEN
WEDNESDAY, FEBRUARY 16, 2022**

The Work Session was called to order by Mayor Russ Fortune at 6:15 p.m. pursuant to public notice and agenda. Roll Call was taken:

Mayor Russ Fortune-yea

Aldermen Lisa Eisenhauer –yea
Tim Stoeckl-yea
April Milne – via zoom conference
Dennis Whitmore – yea

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

Code Enforcement Process

To clarify how the Board would like to proceed with code enforcement, City Clerk/Administrator Frank Johnson presented a list of common code violations and the procedures that the City of Twin Oaks follows if there is a violation. The City only proceeds with an action if someone isn't compliant and those procedures will vary depending on the kind of violations. He stated that the City will always call and talk with anyone that is in violation of any code to see if violations can be resolved easily. If there is no response or the resident isn't compliant then the City proceeds to a more aggressive approach.

City Clerk/Administrator, Johnson covered three main areas of the City Code and answered questions regarding the specific code and the procedures that would be followed if the City wanted to prosecute a violation.

Zoning Code Violations, provisions in Title IV (Chapter 400) of the Code. The following are some of the most common violations and ones that cause the most conflict:

- **Parking violations**, including issues related to broken down cars, unlicensed vehicles, recreational vehicles, number of vehicles and where these are parked. It also covers driveways, including the size and material used.
- **Sign Regulations**, including issues related to temporary yard signs in residential areas, how long can they be displayed in your yard the number of signs that any yard can contain, size and placement and of course the length of time a sign can be out before it is considered a permanent sign.

- **Accessory Structures**, including issues related to garages, sheds, pergolas, pools, decks and playground equipment. Restrictions on size and placement of are dependent on the District you are living in and the size of your lots.

If there is a Zoning Code that needs to be enforced the City Enforcement Officer would issue a notice of violation and give the property owner 10 days to comply. If no action is taken, the City can fine the property owner up to \$250 in civil court. The City can also issue a Municipal Ordinance violation through St. Louis County's Municipal Court.

The Board also discussed pools and where they fall in the Zoning codes, their size and placement, and clarification on the difference between the "A" and "B" residential zoning districts.

Public Health, Safety and Welfare Nuisances, provisions in Title II (Chapter 200) of the Code. These regulations cover items that create a health and safety nuisance.

Examples of common violations include:

- **General Nuisances:** Owners that are housing or creating a health or safety hazard on their properties fall into this area. Abandoned items in the yard, accumulation of fallen limbs and other vegetation, burning leaves and having Hazardous materials on the property all pose a health and safety hazard.
- **Excessive Weeds:** Lawns that have grasses that exceed a specific height. There is an exception for grasses that meet the definition of a native plant landscape.
- **Hours of Construction:** Hours of construction are limited to 8 a.m. to 8 p.m.
- **Waste Storage and Collection:** Any garbage or yard waste containers need to be stored behind the front building elevation line. These containers can be taken out for collection from 6 p.m. the night before the collection and removed from the front of the house by 6 p.m. the evening after the collection.
- **Temporary Storage Containers:** Any large containers require a permit. Only one dumpster is allowed at a time.

The prosecution of a nuisance violation is a more involved process. In these instances when a home owner refuses to comply with an issue the City can go onto the property and correct the issue, following several rounds of written notice and a formal public hearing. Consequently, the City would issue a special tax bill for the costs of correcting the issue, which then must be paid by the owner of the property.

Property Maintenance and Building Codes, provisions in Title V (Chapter 500) of the code. These regulations cover all the adopting building codes of the City, including the International Property Maintenance Code. Evaluation of compliance with these codes often requires special expertise, so the City contracts with St. Louis County to use their inspectors for all inspections related to the electrical, building, mechanical, etc. codes. Most of the time, any issues are addressed during the permitting process.

The exception is the property maintenance code, which can also be prosecuted as a nuisance violation, and mandates that property owners keep their properties maintained and free from unsafe conditions. If a property owner fails to comply, a St. Louis County inspector can determine there is a violation and issue a citation. These are then handled through the County’s Municipal Court system with a summons and potential fine.

In addition, these section of the code includes regulations on certain kinds of work that require a permit, such as **Fences and Private Property Site Work**. No permit is required “ordinary work” and small home repairs.

Following this overview, City Clerk/Administrator Johnson asked for the Board’s direction on how they wanted to proceed with Code Enforcement.

The Board asked for clarification on how the violations came to City Clerk/Administrator Johnson’s attention in the past. He stated that he received complaints from neighbors, as well as physical observations from City staff and/or officials during the course of traveling through the City.

The Board discussed several options. The Board agreed that providing more education to residents should be a priority. They discussed adding FAQs to the City website; distributing information to residents via emails, physical mailings and articles in the Twin Oaks Tribune; and adding information to the welcome packets for new residents. The Board also agreed that using inspectors through the County for prosecuting violations was preferred.

The Board instructed City Clerk/Administrator Frank Johnson to contact the County and have an inspector come out to Twin Oaks and make a complete sweep of the City. The inspector will then give the City a complete report of all violations that are sited. City Clerk/Administrator Johnson will then compile the report and present it to the Board. Following this review, the Board will decide what issues are important and what needs to be changed or adjusted in the Codes. Anything that is updated in the Zoning Code will need to go through the Planning and Zoning Commission.

ADJOURNMENT

Alderman Tim Stoeckl motioned to adjourn the Work Session Meeting at 7:04 p.m., seconded by Alderman Whitmore and motion passed with the unanimous consent of the Board.

Drafted By: _____
Paula Dries,

Assistant City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson,
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

**AN ORDINANCE APPROVING AN AMENDED FINAL DEVELOPMENT
PLAN SUBMITTED ON BEHALF OF WESTLAKE ACE HARDWARE FOR
A PORTION OF THE TWIN OAKS CENTER LOCATED AT 1100
MERAMEC STATION ROAD.**

WHEREAS, the City of Twin Oaks has received an application from Chiodini Architects, on behalf of Westlake Ace Hardware and property owner and Grocery and Pharmacy Portfolio DST, a Delaware Statutory Trust c/o The Inland Real Estate Group, LLC (collectively, the “Applicants”) seeking an amendment to the approved Amended Final Development Plan for a portion of a 5.79 acre parcel known as the “Twin Oaks Center” and numbered as 1100 S. Meramec Station Road, Locator No. 24Q320573 (the “Property”) to allow Westlake Ace Hardware to remodel and occupy 18,580 square feet of the existing 51,700 square foot structure (the “Building”) for use as a hardware store with outdoor storage and with the balance to ALDI grocery store and another future user in accordance with City’s Zoning Code and via amendment to this Plan; and

WHEREAS, the Property is currently zoned Planned Commercial Development (PD-C) pursuant to a Final Development Plan that encompassed the Property and one other lot to its south (the “Development”), which zoning and Final Development Plan was approved on February 15, 2006, by Ordinance No. 206 as amended by Ordinance No. 215 (the “2006 Plan”) and amended for the ALDI portion of the building by Ordinance No. 21-06 on April 7, 2021 (the “Amended Final Development Plan”); and

WHEREAS, the Westlake Ace Hardware proposal requires a second amendment to the Amended Final Development Plan previously approved by the Board; and

WHEREAS, in accordance with Ordinance No. 21-06 and the Zoning Code, Applicants have submitted an application for an amendment of the Final Development Plan for the Property and accompanying plans seeking a proposed amendment to the 2021 Plan (the “Aldi Final Development Plan”); and

WHEREAS, the Planning & Zoning Commission has recommended to the Board that the application for Preliminary Development Plan as most recently revised by the Developer and as detailed in the Recommending Resolution, be approved, subject to the following conditions, relating to increasing the parking (provide at least 16 more spaces), repaving the entire parking lot, and reducing the area of the proposed wall sign (no more than 7% of the “Ace” wall); and

WHEREAS, on February 18, 2022, Applicant submitted to the City, a revised Amended Final Development Plan review pursuant to Section 1, subsection 3 of Ordinance 21-06 and §400.340(C) of the Zoning Ordinance of the City of Twin Oaks (the “Zoning Code”) and submitted with the application, a Final Development Plan dated 10/12/21 (barring revision dates of 12/06/21 and 02/15/22) and consisting of the items listed in the attached and incorporated **Exhibit B**, all of which items are incorporated herein by reference as the “Westlake Ace Final Development Plan”; and

WHEREAS, after staff reviewed the Westlake Ace Final Development Plan for compliance and finding it to be in substantial conformance to the recommended conditions of approval from the Planning and Zoning Commission as well as those contained in Ordinance 2021-06, the Board on March 2, 2022, considered the Westlake Ace Final Development Plan; and

WHEREAS, the Board has concluded that approval of this Westlake Ace Final Development Plan would be in the interests of the health, safety, and welfare of the citizens of the City and wishes to grant approval, subject to certain conditions set forth in this Ordinance.

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

Section 1. Based upon the Applicants' submission of a final development plan in substantial compliance with the conditions and terms of the Planning & Zoning Commission recommendations and supplementary to the Aldi Final Development Plan and Ordinance 2021-06, the Westlake Ace Final Development Plan attached as **Exhibit B** and incorporated herein is hereby approved pursuant and subject to §400.340 and the following conditions:

1. The northern 18,580 square feet of the Building shown on the Westlake Ace Final Development Plan as the shall be used as a Hardware Store and maintained in compliance with an approved Westlake Ace Final Development Plan, including all notes thereon.
2. Any future uses of the remainder of the Building (i.e., the 10,312 square feet of space between Ace and Aldi labeled "Future Tenant Space"), if listed in Section 400.280.A of the Zoning Code, may be approved via municipal zoning approval without further review by the Planning & Zoning Commission or Board approval. However, any proposed future use or uses of the Future Tenant Space listed as Planned Uses in Section 400.280.B of the Zoning Code shall require an amendment to this final development plan which shall receive review and recommendation from the Planning & Zoning Commission and Board approval by amending ordinance.
3. The parking lot for the entire Property shall be repaired, overlaid, and re-striped.
4. Signage.
 - a. The wall sign as depicted on the Commercial Sign Application for Wall Sign, stamped "Received Feb 17, 2022" (attached as part of Exhibit B) is approved at 250.04 square feet which is slightly less than the 7% of the wall. It shall be approved to exceed the 150 square foot maximum.
 - b. The single pylon sign on the Property shall continue to serve the entire Development and users or tenants therein as depicted on the approved Master Common Signage Plan for the Development (revision date December 7, 2005, consisting of six sheets) but the insertion of the Westlake Ace Hardware logo on the pylon sign, in accordance with the Commercial Sign Application for Pylon Sign, stamped "Received Feb 17, 2022" (attached as part of Exhibit B) is approved.
5. The hardware store may be operated on a 24-hour basis, but no deliveries of goods or services other than of newspapers, to any facility approved in the Application shall take place between the hours of 12:00 AM and 6:00 AM. During such deliveries, trucks and commercial vehicles shall not be permitted to idle their engines. No exterior compactors or similar equipment shall be operated between the hours of 12:00 AM and 6:00 AM.
6. All outdoor storage of products or merchandise denominated on the Westlake Ace Final Development Plan as "Year-Round Palletized Items (mulches, pavers, bagged goods)" and the "Seasonal Garden Center" shall be confined to and conducted only in the locations shown on Sheets C3 and C5. When not in use, the "Seasonal Garden Center" area shall be cleaned up and the area returned to parking use. The "Conex Storage Container" outdoor storage shall be located only as shown on Sheets C3 and C5. All outdoor storage areas and adjacent parking

lot areas shall be kept in a neat and orderly condition in accordance with and only during the validity of the Conditional Use Permit for outdoor storage of products or merchandise granted for the Property pursuant to Ordinance 22-03.

7. All facilities for storage and removal of refuse shall be located within sight-proof enclosures. The screen for the dumpster adjacent to the Westlake Ace space on the northeast corner of the Property shall be kept in a neat and repaired condition and constructed and maintain as shown on the detail of the enclosure on Sheet CTEP of the Westlake Ace Final Development Plan. The trash enclosure gates shall be kept securely closed at all times except when trash is being collected.
8. All loading areas shall be screened from view from adjoining streets and adjacent properties.
9. For the renovated building on the Property, the building materials, color schemes and facades shall be as shown on the elevations included in the Preliminary Development Plan. The Westlake Ace façade shall match the Westlake Ace Final Development Plan elevations as well as the remaining former Shop n' Save brick façade (future tenant space) shall be painted to match the color scheme of the Westlake Ace and ALDI façade.
10. The Property owner and all current and future occupants shall be responsible for the maintenance of all elements of the Aldi Final Development Plan and the Westlake Ace Final Development Plan (together, the "Approved Final Development Plan"), including all landscaping, and all conditions of plan approval. The restrictions on redevelopment and the responsibility for continuing maintenance and compliance with the Approved Final Development Plan, including all landscaping, shall be binding upon all successors and assigns unless the plan is amended in conformance with the procedures set forth in the City Code. Failure to maintain the landscaping as set forth on the Approved Final Development Plan is a violation of the City Zoning Code, the Approved Final Development Plan, and the approving ordinance.
11. The Applicants shall continue to be responsible for maintenance and upkeep of the Buffer Strip having a 30-foot width on the north and northeast perimeter and a 47-foot width on the east perimeter of the Development. Failure to maintain the Buffer Strip and retaining wall as set forth on the original Final Development Plan shall be a violation of the City Zoning Code, the Approved Final Development Plan, and the approving ordinance.
12. The surrounding roads and drives shall be kept clean and free of debris caused by the remodeling and repairing of the Building and the parking lot.
13. Prior to building permits being issued, applicants shall supply the City with copies of all final written approvals from all interested jurisdictions, including MSD and the Fire District, as applicable.
14. The zoning shall remain PD-C.
15. This ordinance and all conditions herein as well as the Westlake Final Development Plan shall be applicable to and enforceable against Applicants and all successors and assigns of Applicants.

Section 2. Except as modified for the Property in this Westlake Ace Final Development Plan and the Aldi Final Development Plan, the remainder of the Development shall continue to be governed by the 2006 Plan (Ordinance No. 206 as amended by Ordinance No. 215) including the Master Common Signage Plan, revised December 7, 2005, consisting of six sheets.

Section 3. The approved Westlake Ace Final Development Plan shall be recorded, at the Applicant's expense, with the St. Louis County Recorder of Deeds within sixty (60) days of this approval. All filing fees shall be paid by the Applicant. The authorization for the use approved by the Westlake Ace Final Development Plan shall not become effective until a copy of the recorded plan bearings its recordation notations shall be returned and placed on file with the City Clerk.

Section 4. A reduced copy of the approved Westlake Ace Final Development Plan is attached hereto as Exhibit B for ease of reference only. The official copy on file with the City Clerk shall govern.

Section 5. The approved Westlake Ace Final Development Plan shall be valid for a period of twelve (12) months from the date of this approval unless within such period a building permit is obtained and substantial construction (i.e., completion of at least ten percent (10%) of the construction in terms of the total expected cost of the project for which the permit was issued) is commenced on the Westlake Ace space and all additional building permits necessary to complete the Westlake Ace project as approved in the Westlake Ace Final Development Plan schedule are obtained in a timely fashion as determined by the City Clerk/Administrator. The Board of Aldermen may grant one (1) extension of no more than twelve (12) months upon written request of the original applicant and filed before the Westlake Ace Final Development Plan expires. Upon granting an extension, the Board of Aldermen may attach new conditions to the approved Westlake Ace Final Development Plan as the Board deems appropriate.

Section 6. The use of the southern portion of the Building approved as a grocery store shall remain subject to the terms and conditions of the Aldi Final Development Plan as approved by Ordinance 21-06 unless expressly modified by this ordinance.

Section 7. All findings and determinations set forth in the "whereas" clauses are specifically and expressly made a part of this ordinance.

Section 8. 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 2nd DAY OF MARCH 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit A

PROPERTY DESCRIPTION

(ROM TITLE COMMITMENT)

PARCEL I:

REAL PROPERTY IN THE CITY OF VILLAGE OF TWIN OAKS, COUNTY OF ST. LOUIS, STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

NEW LOT 'A' OF THE RESUBDIVISION OF 1100 MERAMEC STATION ROAD, 1144 MERAMEC STATION ROAD AND 1190 MERAMEC STATION ROAD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 354, PAGE 338 OF THE ST. LOUIS COUNTY RECORDS, MISSOURI.

PARCEL II:

AN APPURTENANT EASEMENT FOR ACCESS, INGRESS AND EGRESS CREATED BY THE AMENDED AND RESTATED RECIPROCAL ACCESS EASEMENT AGREEMENT RECORDED MAY 9, 2006 IN BOOK 17153, PAGE 4885 OF THE ST. LOUIS COUNTY LAND RECORDS.

Exhibit B
Westlake Ace Final Development Plan

The Westlake Ace Final Development Plan consists of the following documents, attached:

1. *Application for Development Plan, 1100 Meramec Station Road (Total 3 pages)*: Pages 1-3, dated 11-09-21, prepared by Chiodini Architects.
2. *Final Development Plan for Westlake Ace Hardware (total 7 pages)*: Sheets C1-C7, with a revision date of 02-15-2022, prepared by Vance Engineering, Inc.
3. *Concept Exterior Elevations (total 1 page)*: Sheet No. CEE-1, dated 11-04-21, prepared by Chiodini Architects.
4. *Trash Enclosure Plan and Details (total 1 page)*: Sheet No. CTEP, dated 12/07/21, prepared by Chiodini Architects.
5. *Concept Floor Plan (total 1 page)*: Sheet No. CFP-1, dated 01/27/22, prepared by Chiodini Architects.
6. *Lighting Study (photometric plan) (total 1 page)*: Prepared by Lighting Associates Incorporated, dated 12/10/21.
7. *Amendments to Master Common Signage Plan (total 9 pages)*: consisting of two Commercial Sign Applications – (1) Wall Sign and (2) Pylon Sign, both stamped “Received Feb 17, 2022”.
8. The Final Development Plan approved February 15, 2006, by Ordinance No. 206, as amended by Ordinance No. 215 (the “2006 Plan”), and Master Common Signage Plan, revised December 7, 2005 consisting of six sheets, as amended for the ALDI portion of the building by Ordinance No. 21-06 on April 7, 2021 and as amended by this Ordinance (not attached but all incorporated by reference).



CITY OF TWIN OAKS

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



“C” COMMERCIAL DISTRICT APPLICATION FOR PRELIMINARY DEVELOPMENT PLAN

The preliminary development plan application constitutes a petition to allow a more flexible but detailed plan. **Eighteen (18) copies** of the preliminary development plan shall be submitted, and shall be accompanied by all general application requirements, including an initial application fee. See Fee and Deposit Schedule Section 400.460 of the City Code. The City may require the applicant to deposit additional funds for expenses incurred, but not limited to, costs of title research, surveys, legal and engineering review, cost of traffic and planning or other consultants employed by the City, publication expenses, expenses of notifications to adjoining property owners, expenses of hearings, court reporting, if requested by either the City or the applicant. The City office must receive the additional application fees within seven (7) days of notification. **(Please type or print in ink below.)**

INFORMATION CONCERNING APPLICANT:

Applicant hereby submits the following information concerning the use proposed for the business/site:

Business/Site Name: Westlake Ace Hardware & Future Tenant Space

Location/Address: 1100 Meramec Station Road

Applicant Name: Chiodini Architects

Title of Officer for above Applicant (if a corporation or other legal entity): Architect

Officer Full Address: 1401 South Brentwood Blvd (Studio 575) Phone #: 314.725.5588
St Louis Mo 63144 Fax #:

Name of Property Owner: The Inland Real Estate Group, LLC

Owner Full Address: 2901 Butterfield Road Phone #: 630.586.6100
Oak Brook IL 60523 Fax #:

Name of Developer: _____

Developer Full Address: _____ Phone #: _____
Fax #: _____

Name of Architect and/or Engineer: Chiodini Architects

What are the business hours of operation (existing or proposed)? 7:30 AM a.m./p.m. to 8 PM a.m./p.m.

Will product be sold which is subject to retail sales tax? YES NO

Date business will begin (if new business) in the Village of Twin Oaks: Late 2022 or Early 2023 - Estimated

Type of Business(es) and detailed description of nature of business(es), organization(s) or trade(s) (existing or proposed):

Approximately Eighteen Thousand Square Foot Ace Hardware Store and Ten Thousand Square Foot Future Tenant Space within a Fifty Thousand Square Foot Building. The existing building was a former Shop and Save.

PRELIMINARY DEVELOPMENT PLAN SUBMISSION REQUIREMENTS:

One (1) map (1-2 pages) shall be submitted as the preliminary development plan, which includes the following:

- Proposed location of buildings, other structures and lot arrangements.
- Location of existing buildings, other structures and lot arrangements.
- Any existing easements and dedications.
- Adjacent uses and property ownership to a distance of 100 feet from site boundaries.
- Any land areas within the 100-year floodplain.
- Existing and proposed grading and areas of cut and fill.
- Proposed retaining walls or similar slope stabilization structures or methods; height and materials to be used.
- Location, massing and pattern of existing vegetation and trees.
- Existing streams, creeks and other bodies of water.
- Measures taken to minimize development impacts.
- Location, massing and pattern of proposed landscaping and planting.
- Screening and buffer strip areas, open space and other amenities.
- Traffic and parking plan depicting public streets, identifying arterials, collectors and local streets; service and loading areas; points of access to public right-of-way.
- Parking areas, drives and walks.
- Traffic studies of vehicle turning movements, peak and off-peak traffic impacts, existing and proposed levels of service as required by the Board of Aldermen.
- Existing and proposed water, sewer, and storm utility systems, including drainage structures and inlets.
- Provisions for on-site storm water retention and for minimizing impact on existing drainage patterns and facilities.

Also submitted with this application are: (check ✓ all that have been included)

- Exterior building sketches** depicting the general style, size and exterior construction materials of the buildings proposed. Where several building types are proposed on the plan, such as apartments and commercial buildings, a separate sketch shall be prepared for each type. Such sketches shall include elevation drawings, but detailed drawings and perspectives are not required.
- All signs** to be attached to building exteriors including the size, location, color and materials.
- Schedules** indicating floor area, site area, coverage, parking spaces, proposed plant materials by type, size and quantity, land use intensity and other qualities specified in the “C” Planned Shopping Center District Regulations.
- Phases of development** If the development will occur in phases, the applicant shall submit a development plan that also displays the entire development at the completion of all phases. The phased development shall have the phases clearly outlined with expected dates for beginning of construction and date of completion of construction. No building permit shall be issued for any phase of development until a final development plan for that phase is approved, in accordance with the provisions of the City Zoning Code.
- Request for Common Master Signage Plan Approval** (See “Request for Master Common Signage Plan” form.)

REPRESENTATIONS CONCERNING AUTHORITY & COMPLIANCE WITH LAWS.

I am authorized by the applicant to sign on his/her/its behalf and have read this application in its entirety. The information contained herein is true, and correct and complete to the best of my knowledge, information and belief. I hereby represent on behalf of applicant that the business(es) conducted by applicant and/or which are the subject of this application do not and will not violate any ordinance of the City of Twin Oaks and now comply and/or will continue to comply fully with the laws of the State of Missouri. Applicant acknowledges that failure to truthfully complete this application or failure to comply with all laws may result in revocation of relevant approvals or permits.

<small>DocuSigned by:</small> <i>Don Stewart</i>	11/9/2021
<small>0DC841D387864BF...</small> Signature of Principal/Officer Don Stewart	Date SVP Property Management Commercial
Print Name	Title

VERIFICATION BY OWNER AND TENANT(S).

If the application is on behalf of a tenant for property owned by a person or entity other than the tenant, the owner must verify that the owner has read the application and consents to its review and possible approval by the Village. If the application is submitted by the owner only, tenants need not sign the application.

The undersigned hereby acknowledges that she or he has read the application, understands that the application seeks approval of a preliminary development plan for the property, and consents to its submission to the City for review and possible approval.

<small>DocuSigned by:</small> <i>Don Stewart</i>	11/9/2021
<small>0DC841D387864BF...</small> Signature of Owner Don Stewart	Date SVP Property Management Commercial
Print Name	Title
N/A	
Signature of Tenant	Date
Print Name	Title

If more than one tenant is applying, please attach all tenants' signatures on a separate sheet.

*** * * * * FOR OFFICE USE ONLY * * * * ***

Date of Board of Aldermen Decision: _____ Approved Disapproved

Amount Paid: \$ _____ Cash/Check #: _____ Date Rec'd: _____

Certificate Of Completion

Envelope Id: DFE266BBE7CF4AE9B74084ABD2033BAA	Status: Completed
Subject: Please DocuSign: Ace-Prelim Devel-application-11.5.21-unsigned.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Don Stewart
Time Zone: (UTC-06:00) Central Time (US & Canada)	2901 Butterfield Rd
	Oakbrook, IL 60523
	don.stewart@inlandgroup.com
	IP Address: 71.57.65.81

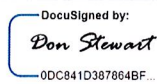
Record Tracking

Status: Original	Holder: Don Stewart	Location: DocuSign
11/9/2021 10:05:19 AM	don.stewart@inlandgroup.com	

Signer Events

Don Stewart
don.stewart@inlandgroup.com
SVP Property Management Commercial
Inland Commercial Real Estate Services LLC
Security Level: Email, Account Authentication (None)

Signature



DocuSigned by:
Don Stewart
0DC841D387864BF...

Signature Adoption: Pre-selected Style
Using IP Address: 71.57.65.81

Timestamp

Sent: 11/9/2021 10:06:38 AM
Viewed: 11/9/2021 10:06:47 AM
Signed: 11/9/2021 10:07:02 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/9/2021 10:06:38 AM
Certified Delivered	Security Checked	11/9/2021 10:06:47 AM
Signing Complete	Security Checked	11/9/2021 10:07:02 AM
Completed	Security Checked	11/9/2021 10:07:02 AM
Payment Events	Status	Timestamps

FINAL DEVELOPMENT PLAN FOR

WESTLAKE ACE HARDWARE

RESUBDIVISION OF 1100, 1144 AND 1190 MERAMEC STATION ROAD,
CITY OF TWIN OAKS, ST. LOUIS COUNTY, MISSOURI

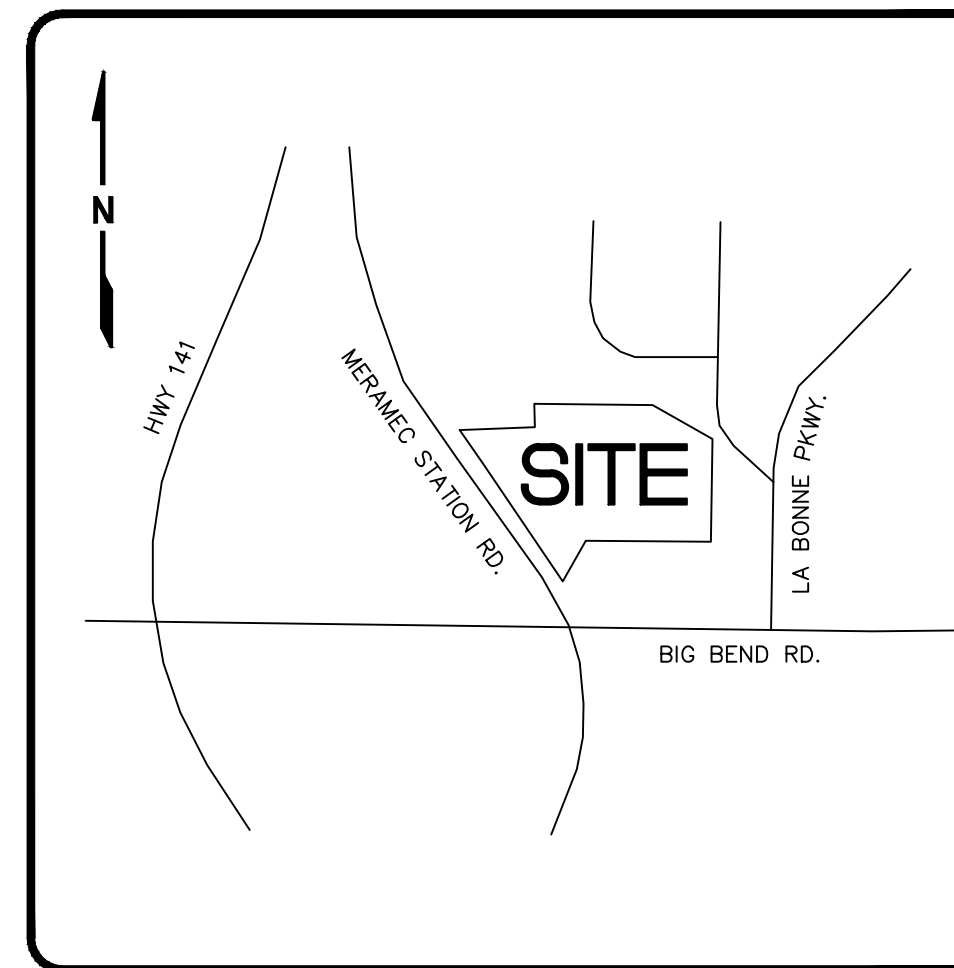
LEGEND

DESCRIPTION	SYMBOL
EXISTING MAJOR CONTOUR	---500---
EXISTING MINOR CONTOUR	---502---
PROPOSED MAJOR CONTOUR	—504—
PROPOSED MINOR CONTOUR	—502—
PROPOSED SPOT ELEVATION	+502.00
EXISTING SANITARY SEWER	---●---
EXISTING STORM SEWER	---□---
PROPOSED SANITARY SEWER	---●---
PROPOSED STORM SEWER	---■---
EXISTING WATERLINE	—W—
EXISTING FIRE HYDRANT	●
EXISTING GAS LINE	—G—
EXISTING OVERHEAD UTILITY	—OE—
USE IN PLACE	(U.I.P.)
ADJUST TO GRADE	(A.T.G.)
TO BE REMOVED	(T.B.R.)
TO BE REMOVED AND REPLACED	(T.B.R.&R.)
TO BE REMOVED AND RELOCATED	(T.B.R.&REL.)

FF = FINISHED FLOOR ELEV.
 TF = TOP OF FOUNDATION
 BF = BASEMENT FLOOR ELEV.
 GF = GARAGE FLOOR ELEV.
 CO = CLEAN OUT
 DS = DOWNSPOUT

SHEET INDEX

- C1 - COVER SHEET
- C2 - SPECIFICATIONS / NOTES
- C3 - OVERALL SITE PLAN
- C4 - EXISTING CONDITIONS / DEMO PLAN
- C5 - SITE & GRADING PLAN
- C6 - SITE GEOMETRY & UTILITY PLAN
- C7 - SITE DETAILS



LOCATION MAP
N.T.S.

PROJECT DATA

LOCATOR NO. : 24Q320573
 ADDRESS : 1100 MERAMEC STATION ROAD
 TWIN OAKS, MO 63021
 OWNER : GROCERY & PHARMACY PORTFOLIO DST.
 ACREAGE OF TRACT : 5.79 Ac.±
 PRESENT ZONING : PD-C PLANNED COMMERCIAL
 PRESENT USAGE : COMMERCIAL / RETAIL
 PROPOSED USAGE : COMMERCIAL / RETAIL
 SCHOOL DISTRICT : PARKWAY
 FIRE DISTRICT : WEST COUNTY EMS AND FIRE
 WATERSHED(S) : MERAMEC RIVER
 FIRM PANEL : 29189C0303K

PROPERTY NOTES:

THE CELL TOWER LOCATED ON THE NORTH SIDE OF THE EXISTING BUILDING IS OWNED BY THE PROPERTY OWNER OF THE LOT (GROCERY & PHARMACY PORTFOLIO DST.)

UTILITIES

ELECTRIC: AMEREN UE, DORSETT DISTRICT
 12121 DORSETT ROAD
 MARYLAND HEIGHTS, MO 63034
TELEPHONE: AT&T
 12930 OLIVE BLVD., 2ND FLOOR
 CREVE COEUR, MO 63141
GAS: SPIRE
 720 OLIVE STREET
 ROOM 1408
 ST. LOUIS, MO 63101
WATER: MISSOURI AMERICAN WATER COMPANY
 1050 RESEARCH BLVD.
 ST. LOUIS, MO 63132
CABLE TV: CHARTER COMMUNICATIONS
 MAPPING & DESIGN DEPARTMENT
 941 CHARTER COMMONS
 CHESTERFIELD, MO 63017
SEWER: METROPOLITAN ST. LOUIS SEWER DISTRICT
 2350 MARKET STREET
 ST. LOUIS, MO 63103

BENCHMARK

ST. LOUIS COUNTY BENCHMARK 18-415
 NAVD88(SLC2011A) ELEV. = 613.30 FT.U.S. OR 186.933 METER NGVD29
 ELEV. = 613.56 FT.U.S.

OUT 'U' ON THE SOUTH SIDE OF THE CONCRETE BASE FOR A TRAFFIC SIGNAL MAST IN A TRAFFIC ISLAND SITUATED SOUTH OF BIG BEND ROAD, EAST OF MERAMEC STATION ROAD (OLD HIGHWAY 141), AND NORTHWEST OF THE RIGHT TURN LANE FROM NORTHBOUND MERAMEC STATION ROAD ONTO EASTBOUND BIG BEND ROAD.

SITE BENCHMARK

NAVD88 ELEV. = 624.47 FT.U.S.

'O' IN THE WORD 'OPEN' ON FIRE HYDRANT, AS SHOWN ON SURVEY.

PROPERTY DESCRIPTION

(FROM TITLE COMMITMENT)

PARCEL I:
 REAL PROPERTY IN THE CITY OF VILLAGE OF TWIN OAKS, COUNTY OF ST. LOUIS, STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

NEW LOT 'A' OF THE RESUBDIVISION OF 1100 MERAMEC STATION ROAD, 1144 MERAMEC STATION ROAD AND 1190 MERAMEC STATION ROAD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 354, PAGE 338 OF THE ST. LOUIS COUNTY RECORDS, MISSOURI.

PARCEL II:
 AN APPURTENANT EASEMENT FOR ACCESS, INGRESS AND EGRESS CREATED BY THE AMENDED AND RESTATED RECIPROCAL ACCESS EASEMENT AGREEMENT RECORDED MAY 9, 2006 IN BOOK 17153, PAGE 4885 OF THE ST. LOUIS COUNTY LAND RECORDS.

YARD SETBACKS

FRONT YARD = 10' PARKING AND 35' BUILDING

SIDE YARD (NORTH) = 50' IMPROVEMENT SETBACK

REAR YARD = 50' IMPROVEMENT SETBACK

PARKING CALCULATIONS

REQUIRED PARKING (SEC. 400.400) RETAIL BUILDINGS: 1 PARKING SPACE PER 200 S.F. OF FLOOR AREA

ALDI - 22,808 S.F. / 200 = 114 SPACES

ACE HARDWARE - 18,580 S.F. / 200 = 93 SPACES

FUTURE TENANT - 10,312 S.F. / 200 = 52 SPACES

TOTAL REQUIRED PARKING = 259 SPACES

PARKING SPACES PROVIDED (ENTIRE PARCEL)

209 PARKING SPACES, NON-ADA

9 ADA ACCESSIBLE SPACES

218 SPACES TOTAL

FLOOD ZONE NOTES

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN UNSHADED ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO THE FLOOD INSURANCE RATE MAP PANEL NUMBER 29189C0303K, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 4, 2015.

STORMWATER MANAGEMENT FUTURE

DISTURBANCE NOTE:

PROJECT LAND DISTURBANCE = 0.25± ACRES
 PREVIOUS PLAN FOR ALDI (03/31/21) = 0.25± AC.
 PROPOSED DISTURBANCE THIS PLAN = 0.0 AC.

PROJECT RUNOFF DIFFERENTIAL = 0.0 CFS (NO CHANGE)

ANY FUTURE LAND DISTURBANCE AND/OR INCREASE IN IMPERVIOUS AREA ON THIS SITE MAY REQUIRE ADDITIONAL STORM WATER MANAGEMENT PER MSD REGULATIONS IN PLACE AT THAT TIME. (INCLUDING TOTAL LAND DISTURBANCE AND/OR IMPERVIOUSNESS ADDED ON THIS PLAN)

NOTICE TO CONTRACTOR

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THEREFORE, THE LOCATIONS OF ANY UNDERGROUND FACILITIES SHOWN HEREON MUST BE CONSIDERED APPROXIMATE. PRIOR TO BEGINNING WORK ON THE SITE, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THESE FACILITIES, ALONG WITH ANY IN EXISTENCE THAT ARE NOT SHOWN; TO VERIFY THEIR LOCATION BOTH HORIZONTALLY AND VERTICALLY (IN ACCORDANCE WITH THE REQUIREMENTS OF THE RESPECTIVE UTILITY/FACILITY OWNER); AND TO VERIFY THAT MINIMUM CLEARANCES AND COVER REQUIREMENTS BETWEEN THE EXISTING FACILITIES AND THE PROPOSED WORK WILL BE MET.



Vance Engineering, Inc.
 10537 Lackland Road
 St. Louis, MO 63114
 P: 314.427.1800

WESTLAKE ACE HARDWARE

COVER SHEET

PRELIMINARY

2/17/22
MICHAEL CLAY VANCE, P.E.
E-25616

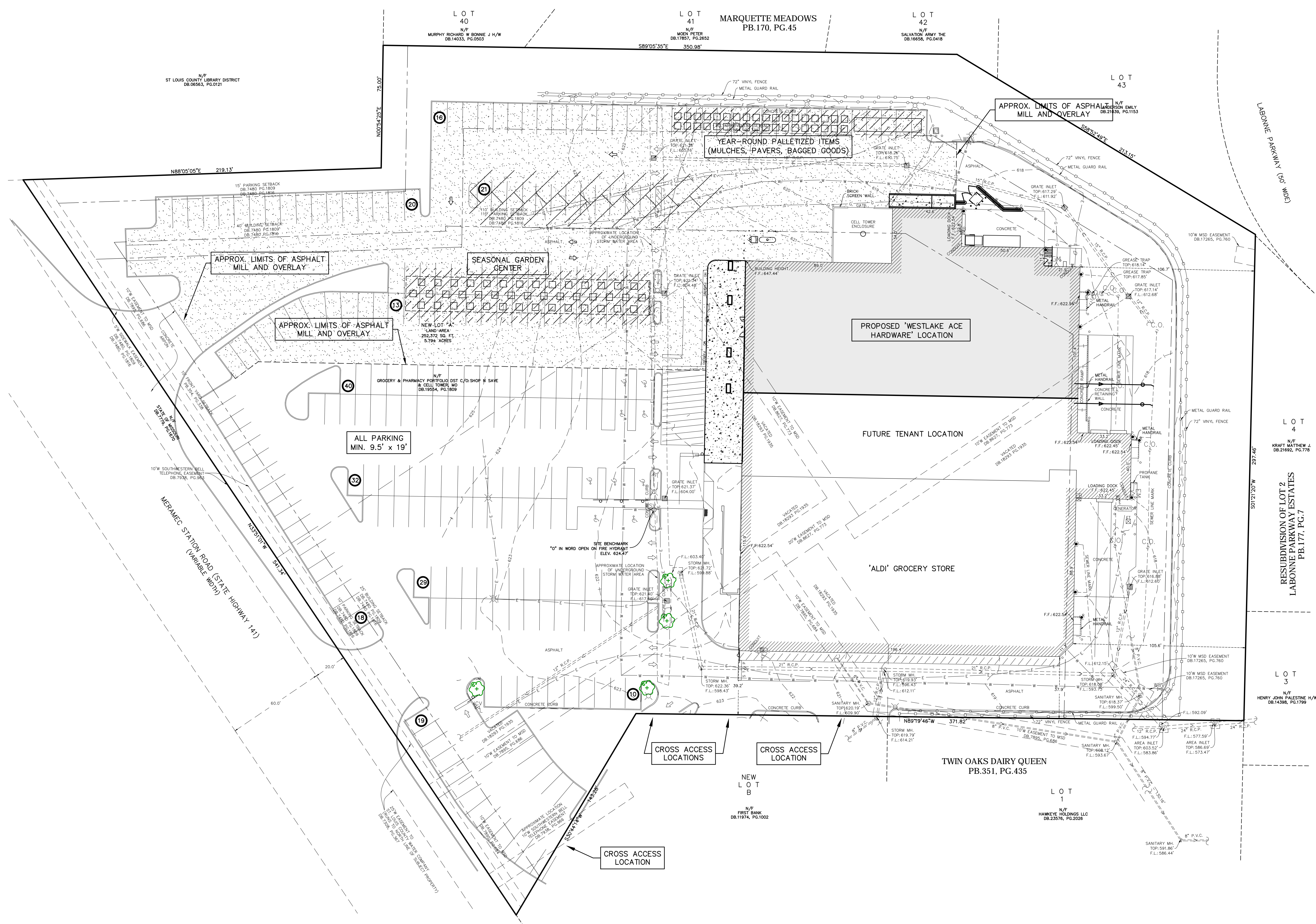
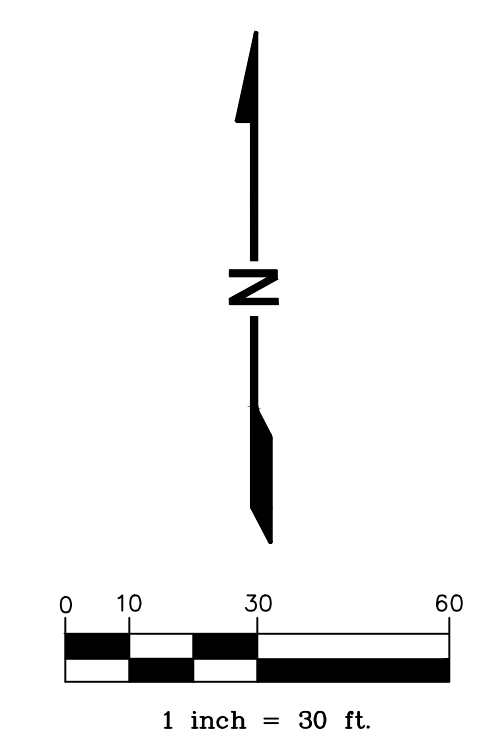
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12/06/21 CITY COMMENTS
02/15/22 CITY COMMENTS

21128
 10/12/21
C1
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THIS WORK PREPARED BY OR UNDER THE AUTHORITY OF THE ENGINEER, IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED BY THIS SEAL AND DATED HEREON. IT IS NOT TO BE USED FOR ANY OTHER PROJECT, SITE, OR PURPOSE. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT ELEMENTS SPECIFICALLY IDENTIFIED IN THIS WORK. THE ENGINEER DOES NOT WARRANT, REPRESENT, OR GUARANTEE THE ACCURACY, COMPLETENESS, OR SUFFICIENCY OF ANY INFORMATION, DATA, OR RECORDS PROVIDED BY ANY OTHER PARTY. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT ELEMENTS SPECIFICALLY IDENTIFIED IN THIS WORK. THE ENGINEER DOES NOT WARRANT, REPRESENT, OR GUARANTEE THE ACCURACY, COMPLETENESS, OR SUFFICIENCY OF ANY INFORMATION, DATA, OR RECORDS PROVIDED BY ANY OTHER PARTY.



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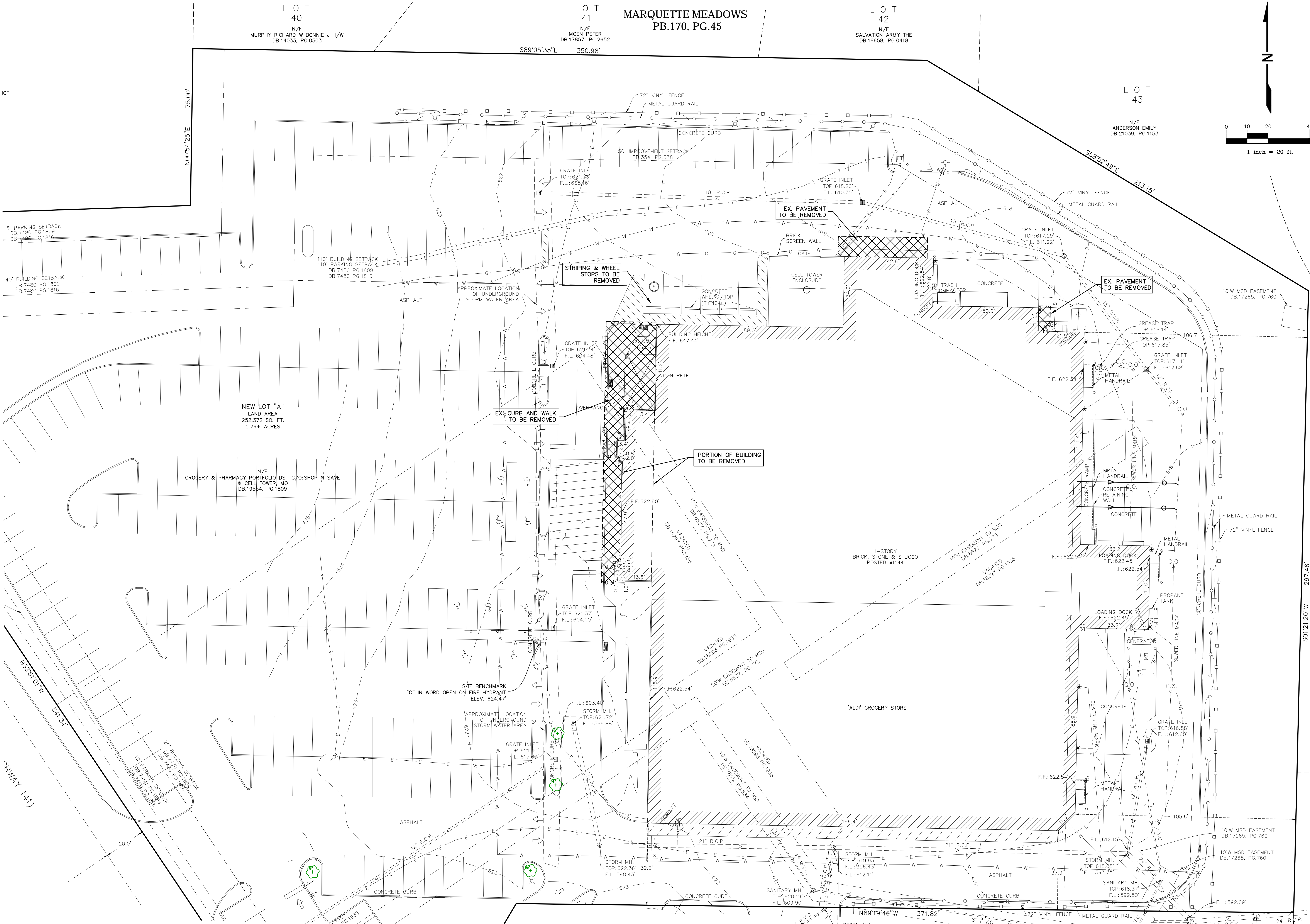
WESTLAKE ACE HARDWARE
OVERALL SITE PLAN

PRELIMINARY

12/06/21 CITY COMMENTS
 02/15/22 CITY COMMENTS

2/17/22
 MICHAEL CLAY VANCE, P.E.
 E-25616
 REVISED

21128
 10/12/21
C3
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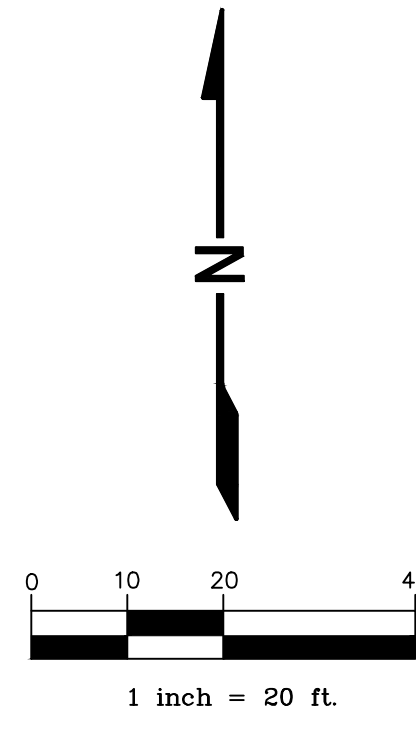
LOT 40
N/F
MURPHY RICHARD W BONNIE J H/W
DB.14033, PG.0503

LOT 41
N/F
MOEN PETER
DB.17857, PG.2652

MARQUETTE MEADOWS
PB.170, PG.45

LOT 42
N/F
SALVATION ARMY THE
DB.16638, PG.0418

LOT 43
N/F
ANDERSON EMILY
DB.21039, PG.1153



N00°54'25"E 75.00'

S58°52'49"E 213.15'

S01°21'20"W 297.46'

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Vance Engineering, Inc.
 10537 Lackland Road
 St. Louis, MO 63114
 P: 314.427.1800

VANCE ENGINEERING, INC.
 MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 2003022194

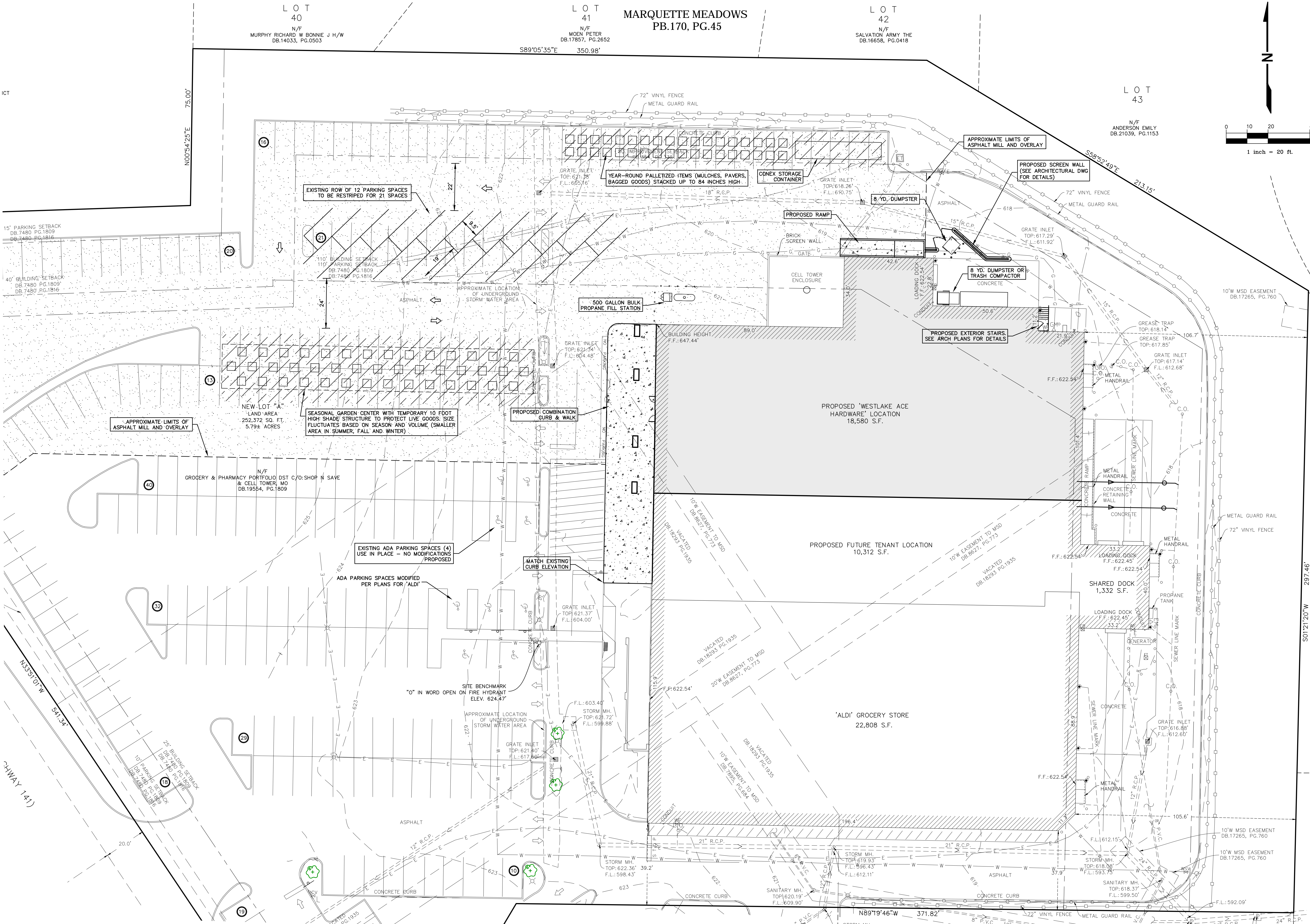
WESTLAKE ACE HARDWARE
EXISTING CONDITIONS / DEMO

PRELIMINARY

2/17/22
 MICHAEL CLAY VANCE, P.E.
 E-25616
 REVISED

12/06/21 CITY COMMENTS
 02/15/22 CITY COMMENTS

21128
 10/12/21
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Vance Engineering, Inc.
 10537 Lackland Road
 St. Louis, MO 63114
 P: 314.427.1800

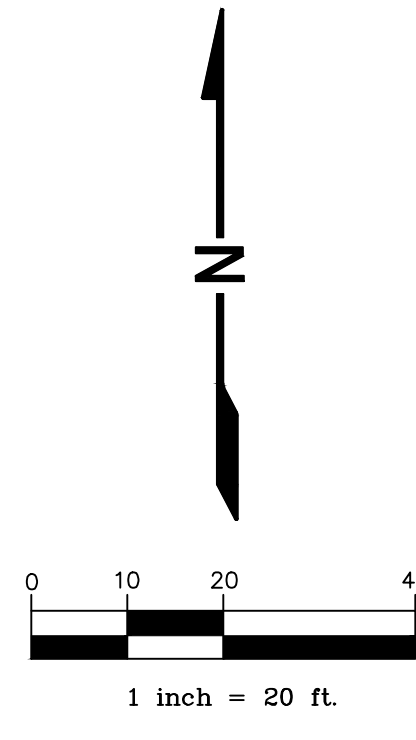
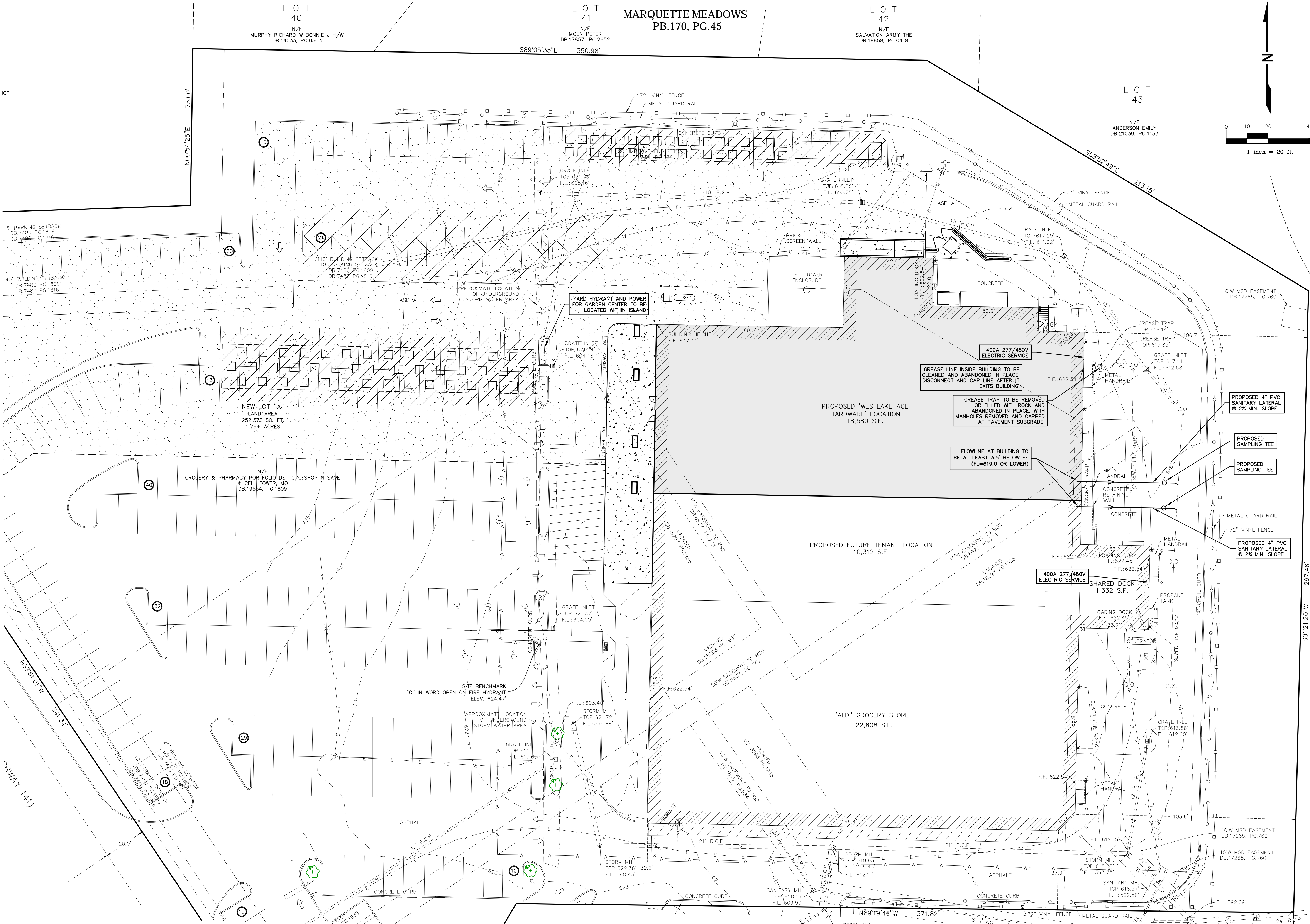
WESTLAKE ACE HARDWARE
SITE + GRADING PLAN

PRELIMINARY

2/17/22
 MICHAEL CLAY VANCE, P.E.
 E-25816
 REVISED

12/06/21 CITY COMMENTS
 02/15/22 CITY COMMENTS

21128
 10/12/21
 C5
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Vance Engineering, Inc.
 10537 Lackland Road
 St. Louis, MO 63114
 P: 314.427.1800

WESTLAKE ACE HARDWARE
SITE GEOMETRY + UTILITY PLAN

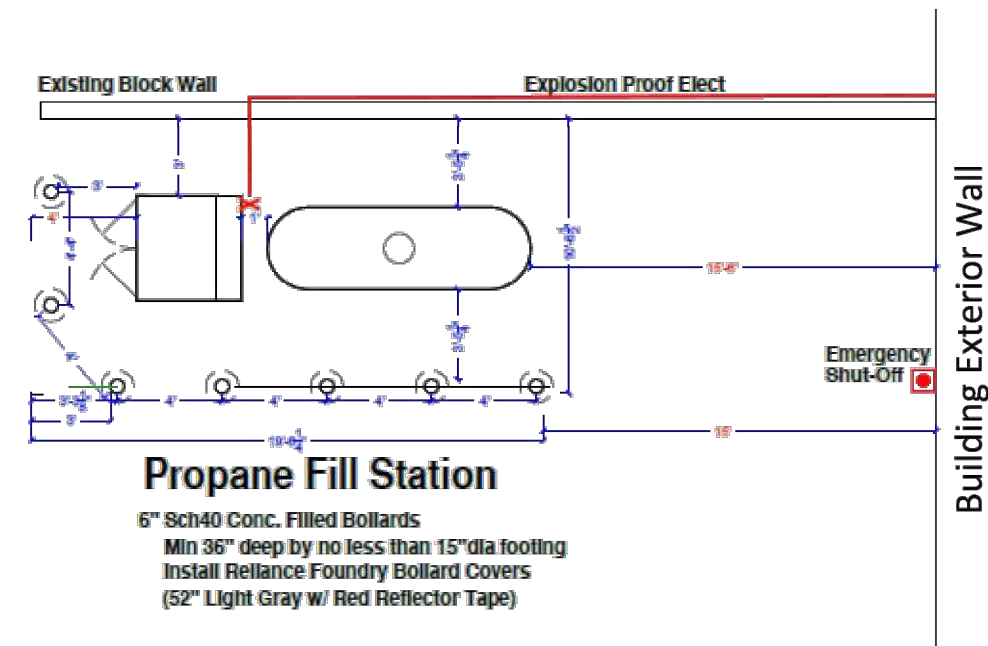
PRELIMINARY

2/17/22
 MICHAEL CLAY VANCE, P.E.
 E-25816

REVISED
 12/06/21 CITY COMMENTS
 02/15/22 CITY COMMENTS

21128
 10/12/21
C6
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Bulk Propane Fill Station



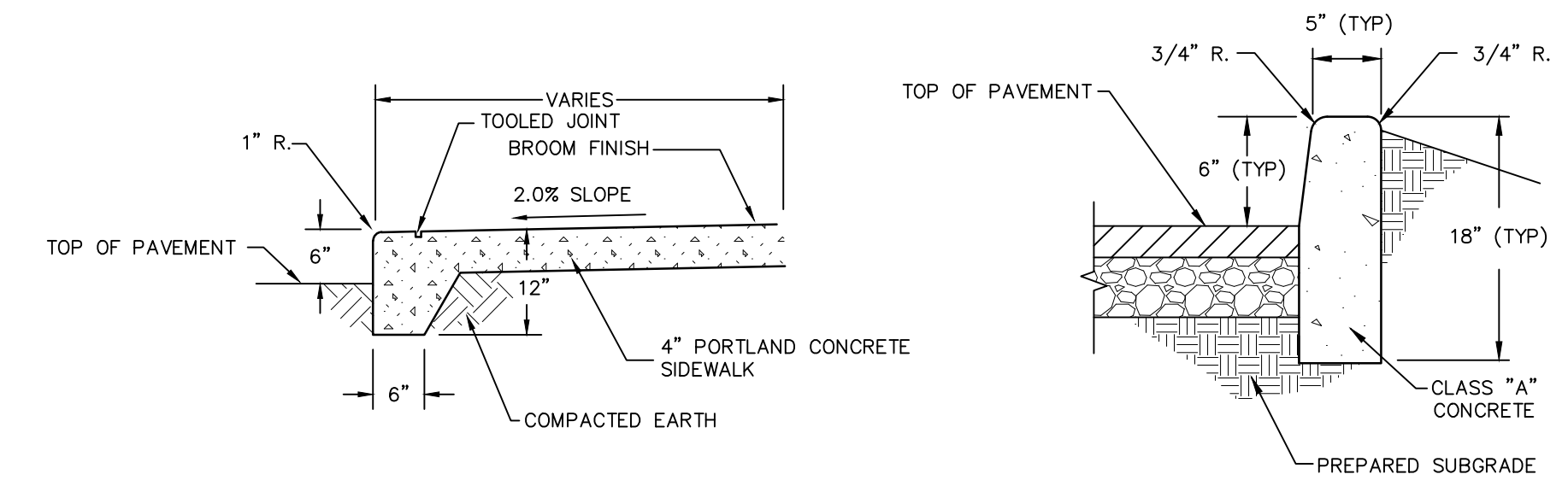
Sample Photos

Sample Site prep requirements

- Crash post requirements:
 - 7' x 4" steel pipe filled with concrete
 - 3' below ground
 - 4' above ground
 - Spaced 4' on-center from each other
 - Spaced 4' from the dispenser station on the two long sides and back end
 - Spaced 5' feet from the cabinet end of the dispenser station
- Concrete pad only if required by State

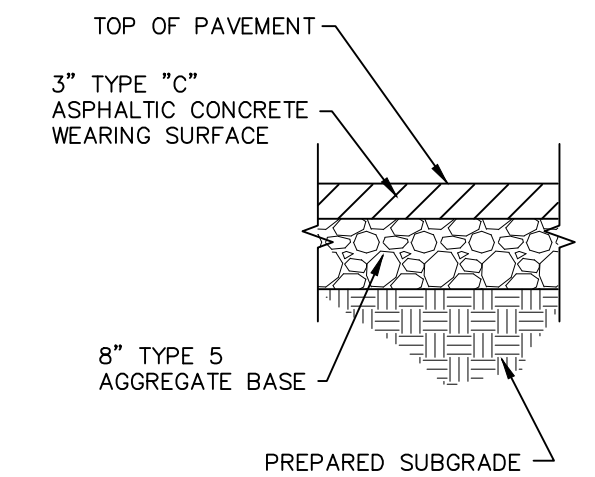
Sample Install Process

- Saw cut and remove asphalt and do a road bore for the electrical conduit.
- Install a 30amp, 220v single phase circuit for the dispenser motor and make the final connections at the dispensers following the NFPA 70 guidelines for class 1, division 1 areas.
- Install (24) 4" steel, concrete filled, pipe bollards spaced not more than 4 feet between posts on center per the NFPA 58 guidelines, painted yellow.
- Install a disconnect switch not less than 20 feet or more than 100 feet from the dispensing device to shut off the power in the event of an emergency.
- Typically takes 4-6 weeks from start to completion.



COMBINATION CURB AND WALK
(ON SITE)

6" VERTICAL CONCRETE CURB
(ON SITE)



ASPHALT PAVEMENT SECTION
(ON SITE)

THIS VESSEL IS DESIGNED FOR THE STORAGE OF LIQUEFIED PETROLEUM GAS ONLY

FITTING LAYOUT

DATA PLATE DETAIL

GENERAL NOTES:

- LIFTING LUGS DESIGNED FOR TOTAL LIFTING WEIGHT OF 1600LBS.
- TOTAL EMPTY WEIGHT IS 250LBS.
- ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED.
- COMPLETE TANK ORIED TO REMOVE ALL MOISTURE.
- ALL WEIGHTS AND CAPACITIES ARE APPROXIMATE.
- EXTENSION OF TANK TO BE GRIT BLASTED.
- PAINT PER SHOP ORDER.
- VACUUM PURGE TANK.
- DIMENSIONS ARE SUBJECT TO CHANGE WITH OUT NOTICE. (WORKPRESSURE RETAINING COMPONENTS ONLY)
- THREADS OF ALL FITTINGS TO BE COATED WITH COMPOUND SUITABLE FOR USE WITH LP GAS.
- FLOAT GAUGE TO BE INSTALLED WITH FLOAT ARM 45° OFF LONGITUDINAL CENTERLINE OF TANK.

GENERAL SPECIFICATIONS

WATER CAPACITY (GALLONS)	500
ALL CHARGE WORKING PRESSURE (PSIG)	250
AGENT EFFICIENCY	ASME UNW-2C HEAD TO SHELL 85%
HYDROSTATIC TEST PRESSURE (PSIG)	375
SURFACE AREA (SQ. FT.)	97.5
RELIEF VALVE SETTING (PSIG)	250
RELIEF DISCHARGE RATE (GPM REQ'D.)	2250
CODE	ASME SECTION VIII DIV. 1
STANDARDS	UNDERWRITERS LABORATORIES INC. MP-4177
LP GAS CODE	UNW-2C

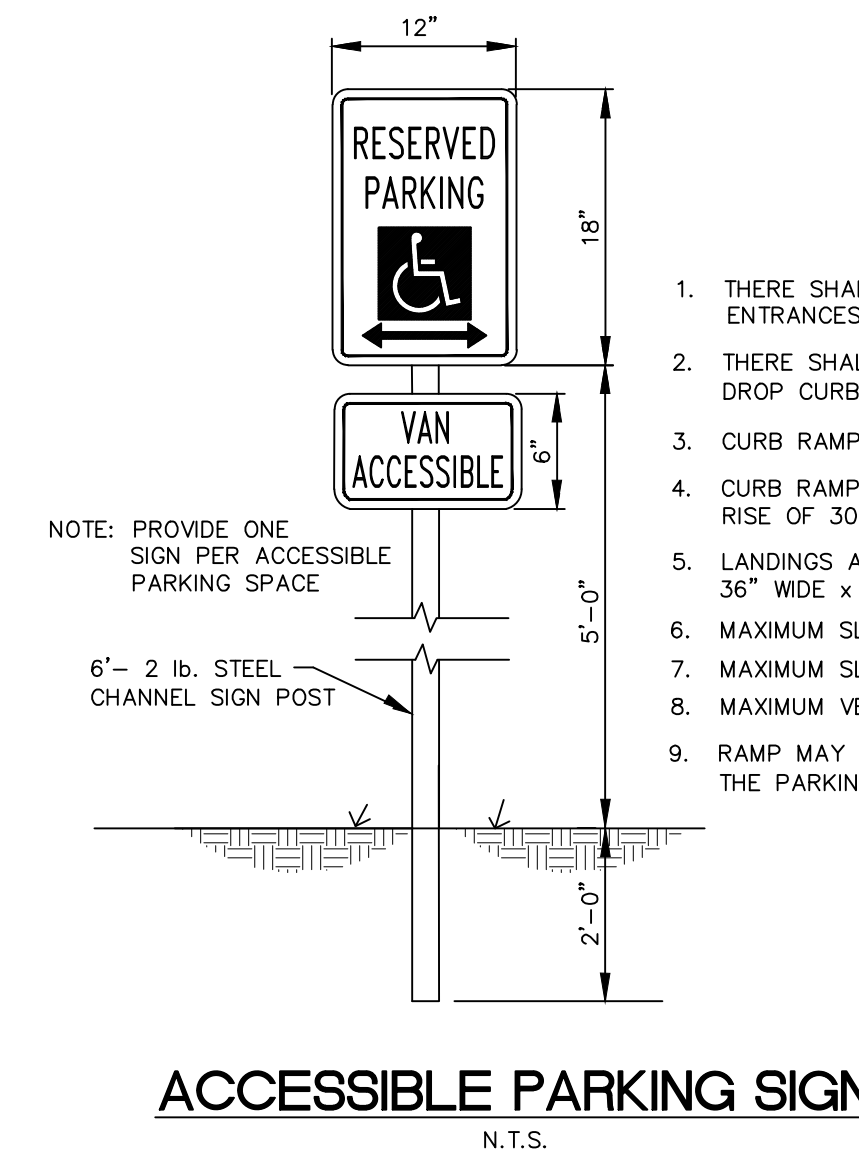
MATERIAL SPEC:

COMPLIANCE	SA-105
TANK FLANGES	SA-105
ADAPTOR	SA-105

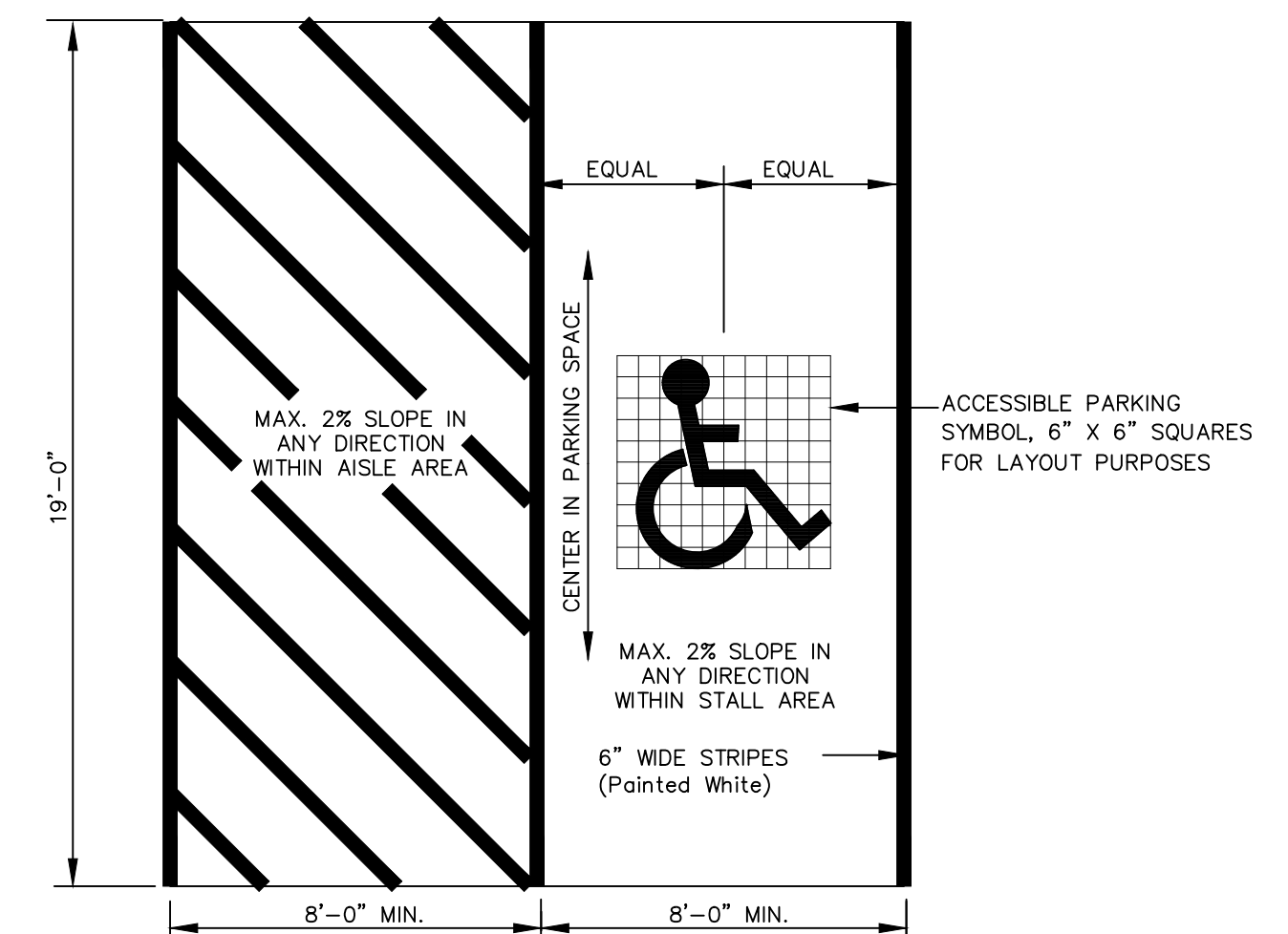
AMERICAN WELDING & TANK LLC

REV	BY	DESCRIPTION	DATE
17	BM	CORRECT HOLE PUNCH LOCATIONS RELIEF VALVE	01/13/08
18	BM	ADDED 3" TO FLAT PLATE TITLE HEAD	01/20/08
19	BM	REVISE FLAT PLATE	01/20/08
20	NSA	REVISED COMPANY NAME	02/08/07
21	WB	ADDED OPTION FOR TWO PIECE LEGS	04/02/09

STANDARD AG 500 GALLON



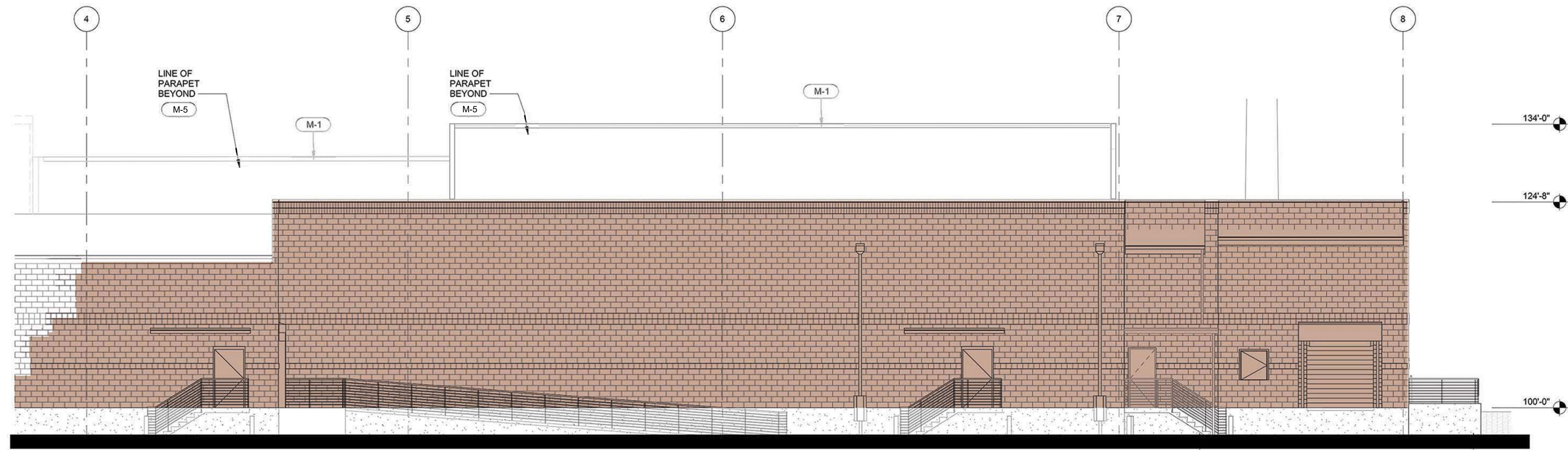
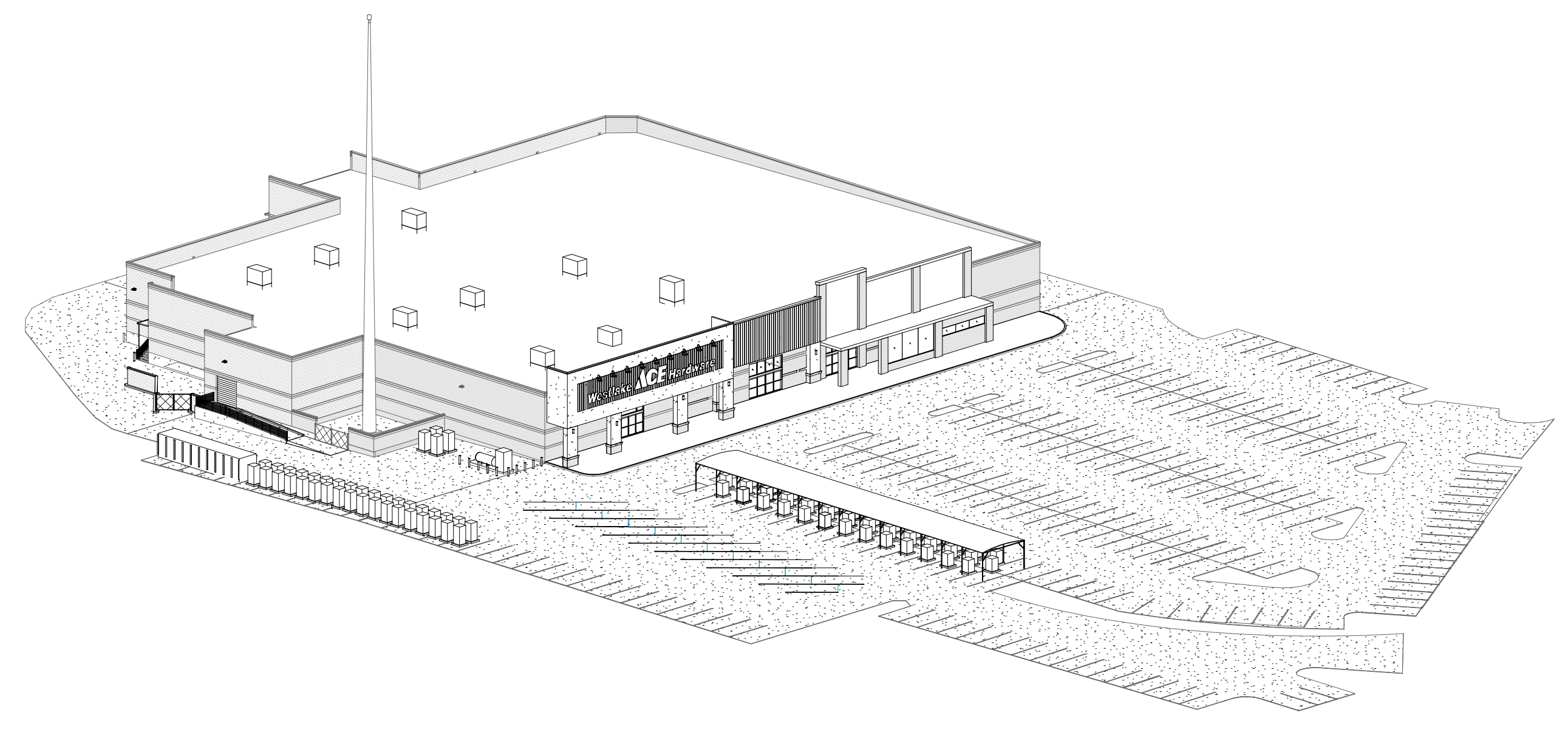
- THERE SHALL BE NO STEP AT BUILDING ENTRANCES.
- THERE SHALL BE WHEELCHAIR RAMPS OR DROP CURBS AT PHYSICALLY DISABLED SPACES.
- CURB RAMPS SHALL BE MINIMUM 36" WIDE.
- CURB RAMPS SHALL HAVE MAXIMUM VERTICAL RISE OF 30".
- LANDINGS ARE REQUIRED TOP AND BOTTOM 36" WIDE x 60" DEEP
- MAXIMUM SLOPE OF RAMP 1:12 OR 8.33%
- MAXIMUM SLOPE OF FLARES 1:10 OR 10%
- MAXIMUM VERTICAL RISE 30".
- RAMP MAY NOT BE LOCATED WITHIN THE PARKING ACCESS AISLE.



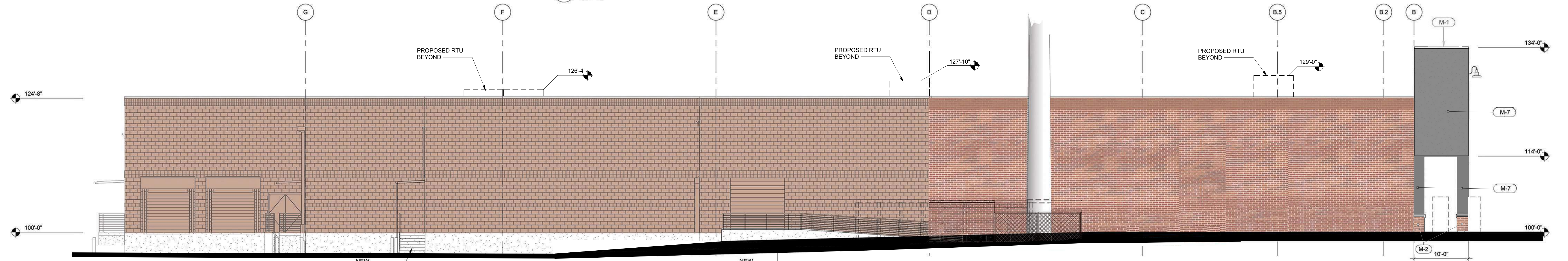
WESTLAKE ACE HARDWARE
SITE DETAILS
 PRELIMINARY
 2/17/22
 MICHAEL CLAY VANCE, P.E.
 E-25616
 REVISED
 12/06/21 CITY COMMENTS
 02/15/22 CITY COMMENTS
21128
 10/12/21
C7
 COPYRIGHT 2021

FINISH AND MATERIAL SCHEDULE

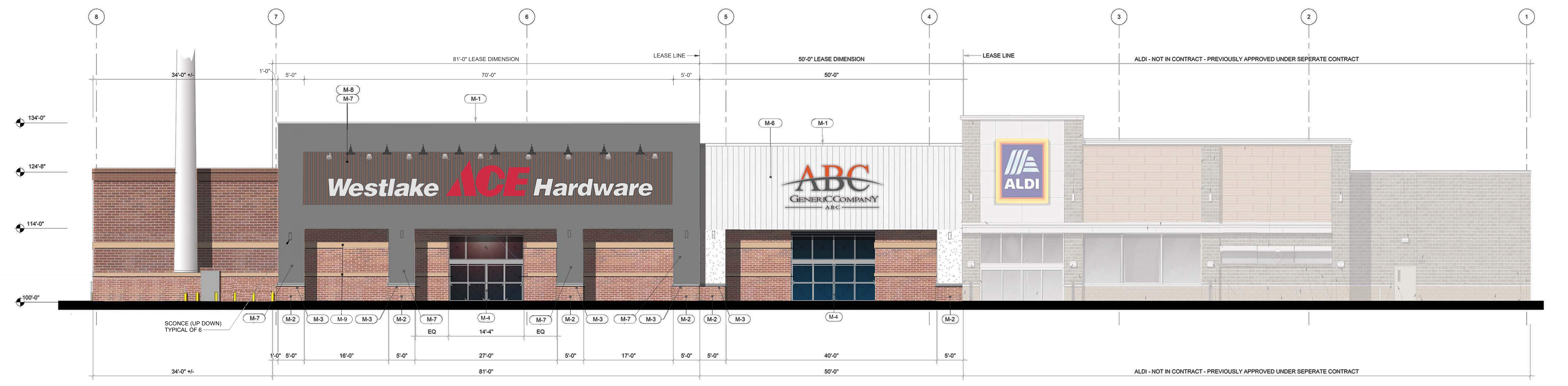
SYMBOL	MATERIAL	MANUFACTURER	COLOR	NOTES
M-1	PREFINISHED METAL COPING	FIRESTONE	M-4 - SILVER METALLIC	PROVIDE CONTINUOUS WIND CLEAT
M-2	UTILITY BRICK (TO MATCH EXISTING)	INTERSTATE BRICK	MOUNTAIN RED L-4 (TO MATCH EXISTING)	MORTAR SOLOMON 10X LIGHT BUFF (TO MATCH EXISTING)
M-3	CAST STONE SILL	ROCKCAST OR EQUAL	FEW TIER	4" SMOOTH FACED SILL
M-4	PREFINISHED ALUMINUM STOREFRONT	ANDRIZZ ALUMINUM	1" INSULATED GLASS WITH LOW-E COATING AND ARGON FILL (USE SOLARBAN 60 AS BASIS OF DESIGN)	
M-5	TPO MEMBRANE ROOFING	CARLISLE OR EQUAL	WHITE	BACK SIDE OF SIGNFIELD
M-6	WHITE EIFS	DRYVIT OR EQUAL	WHITE EIFS (#310 CHINA WHITE)	2" EIFS WITH DRAINAGE CAVITY (TYPICAL) - SCORE VERTICALLY 12" O.C.
M-7	GRAY EIFS	DRYVIT OR EQUAL	MEDIUM GRAY (#131 GULL GRAY)	2" EIFS WITH DRAINAGE CAVITY (TYPICAL)
M-8	WOOD LOOK EIFS - FINISH THE FACE AND THE RETURN PORTION OF EACH PLANK	DRYVIT OR EQUAL	TURKISH COFFEE WITH WOOD ACCENT	2" EIFS WITH DRAINAGE CAVITY PLANKS ARE 7 1/2" WIDE X 8'-0" LONG (CUT TO FIT) RAISED 2" WITH 3 1/2" SPACING.
M-9	ACCENT BAND	MIDWEST BRICK AND BLOCK	SF PARCHMENT	8X8 VENEER TO MATCH EXISTING ACCENT BANDING



3 PROPOSED WEST ELEVATION
1/8" = 1'-0"



2 PROPOSED NORTH ELEVATION
1/8" = 1'-0"



1 PROPOSED EAST ELEVATION
1/8" = 1'-0"

REVISIONS:

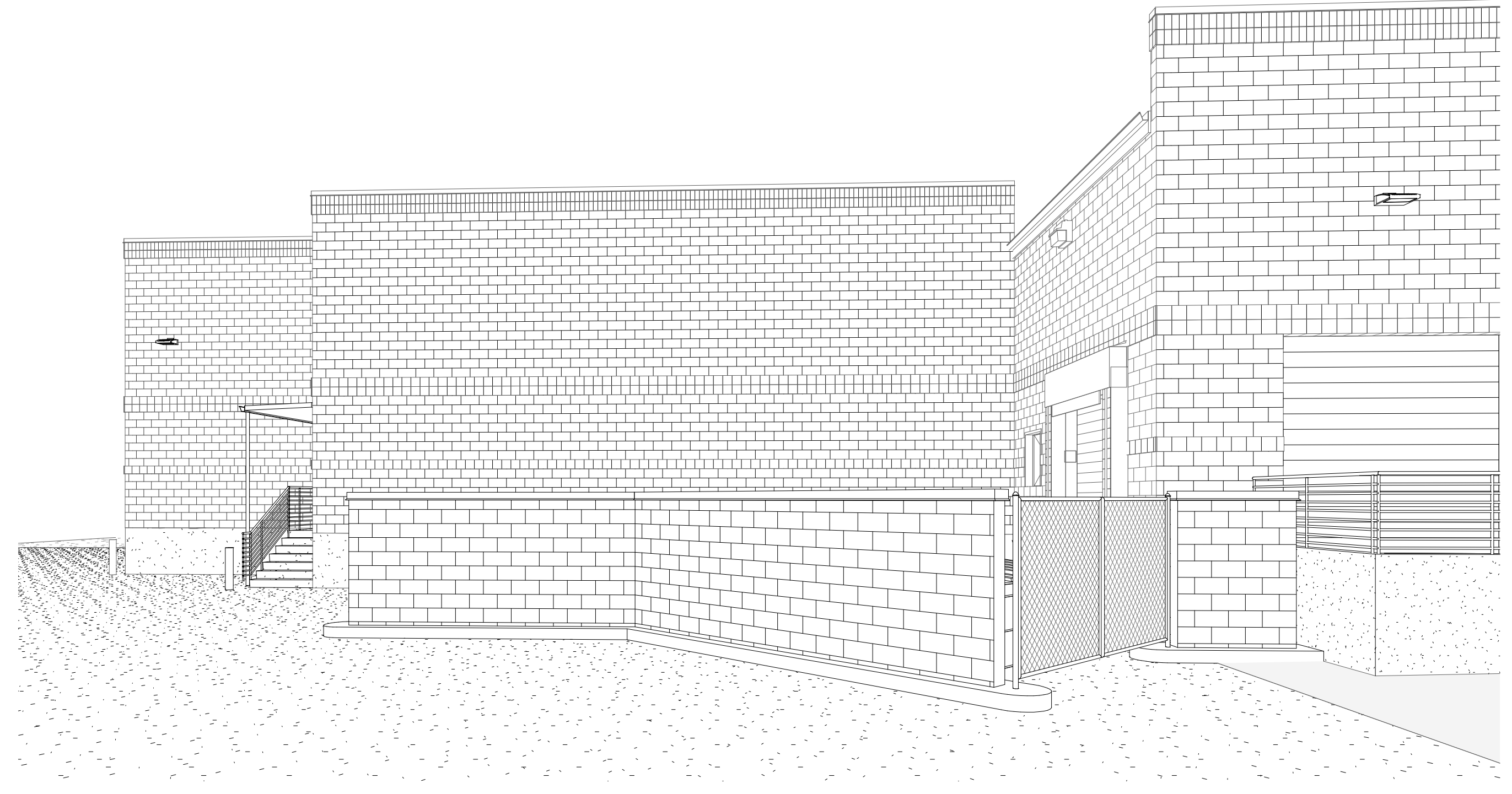
NO.	DESCRIPTION

PROGRESS DRAWINGS
NOT FOR CONSTRUCTION

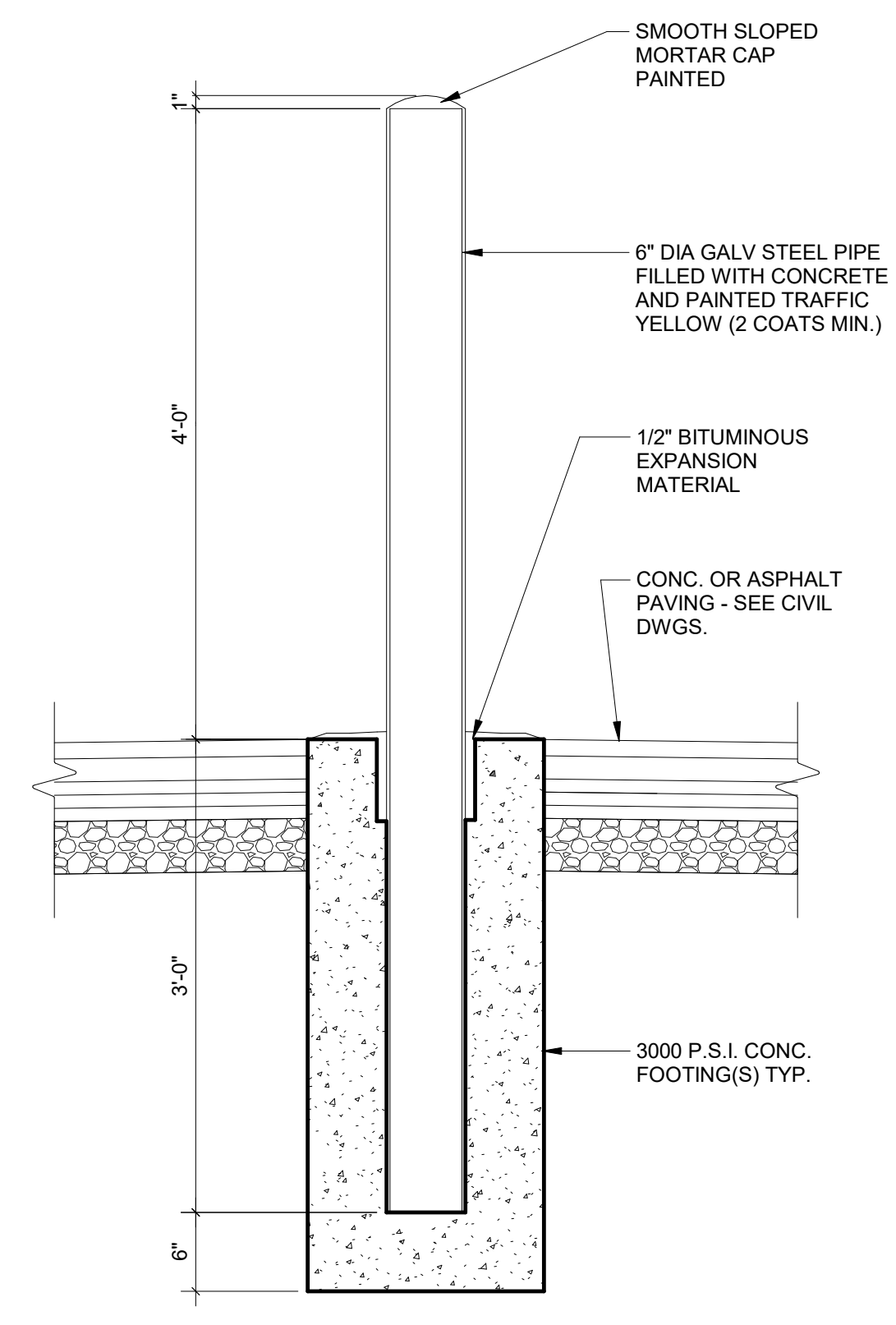
CONCEPT EXTERIOR ELEVATIONS
Project Number: 2021.019
Date: 11.04.21

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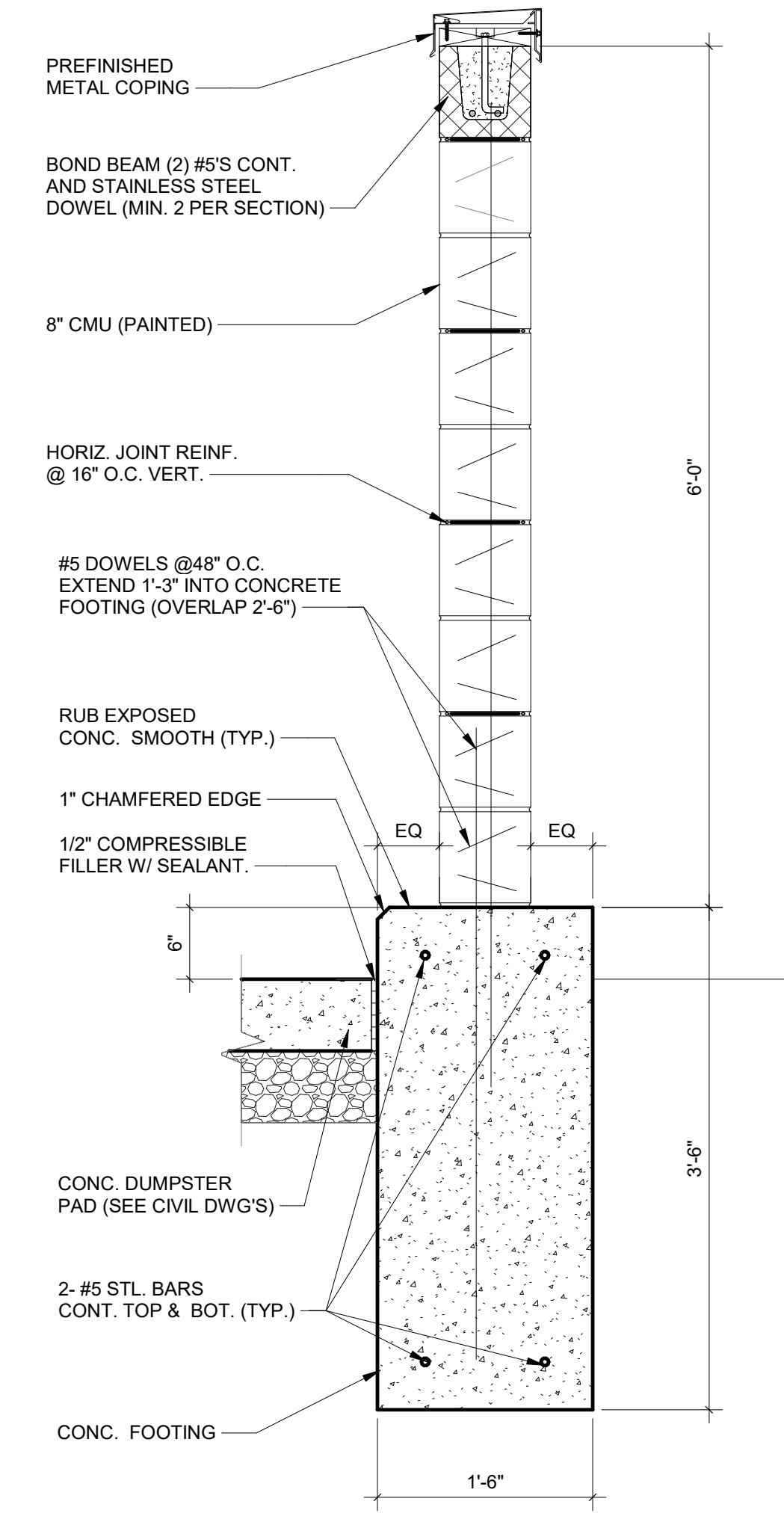
© COPYRIGHT PENDING



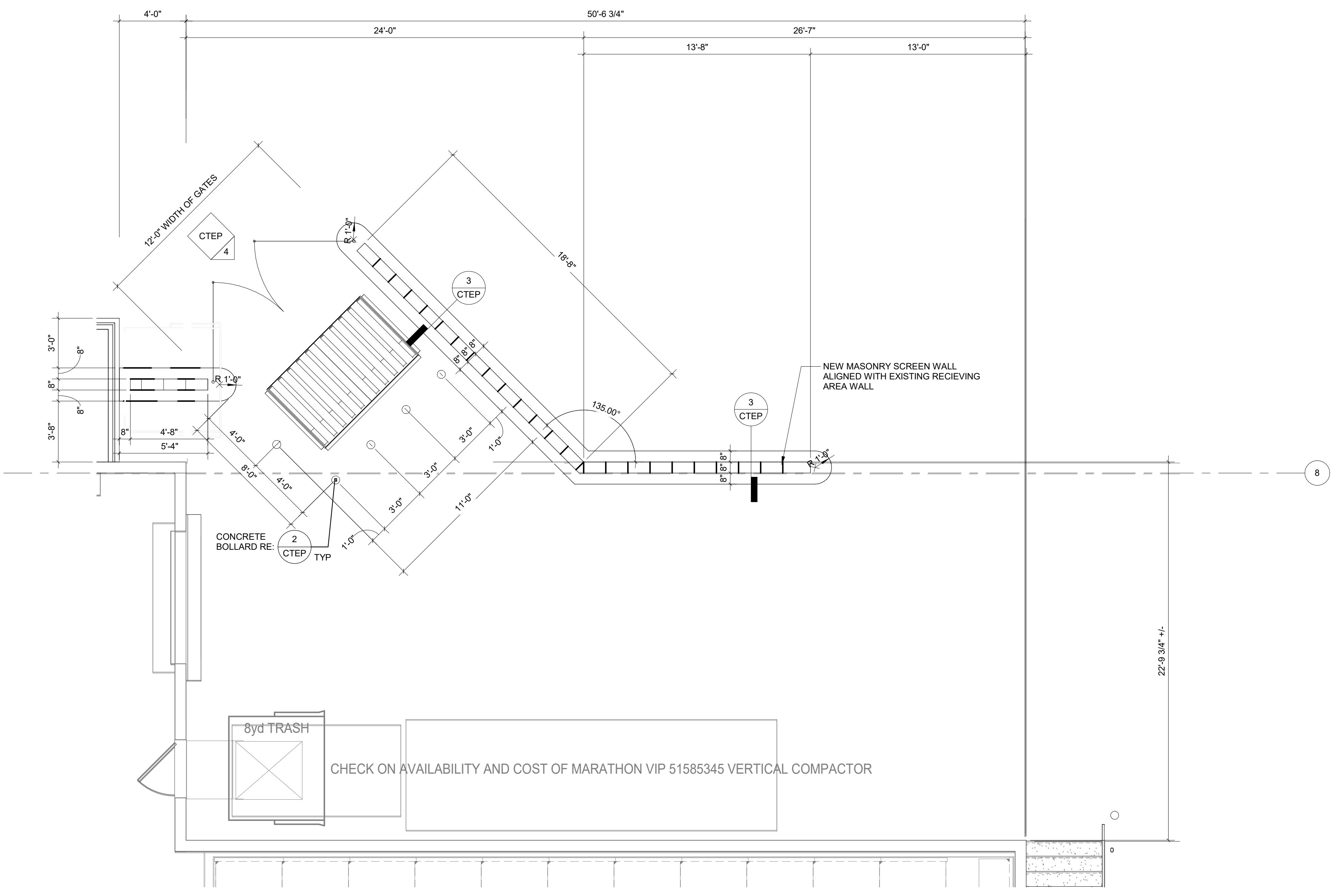
5 ENCLOSURE WALL PERSPECTIVE



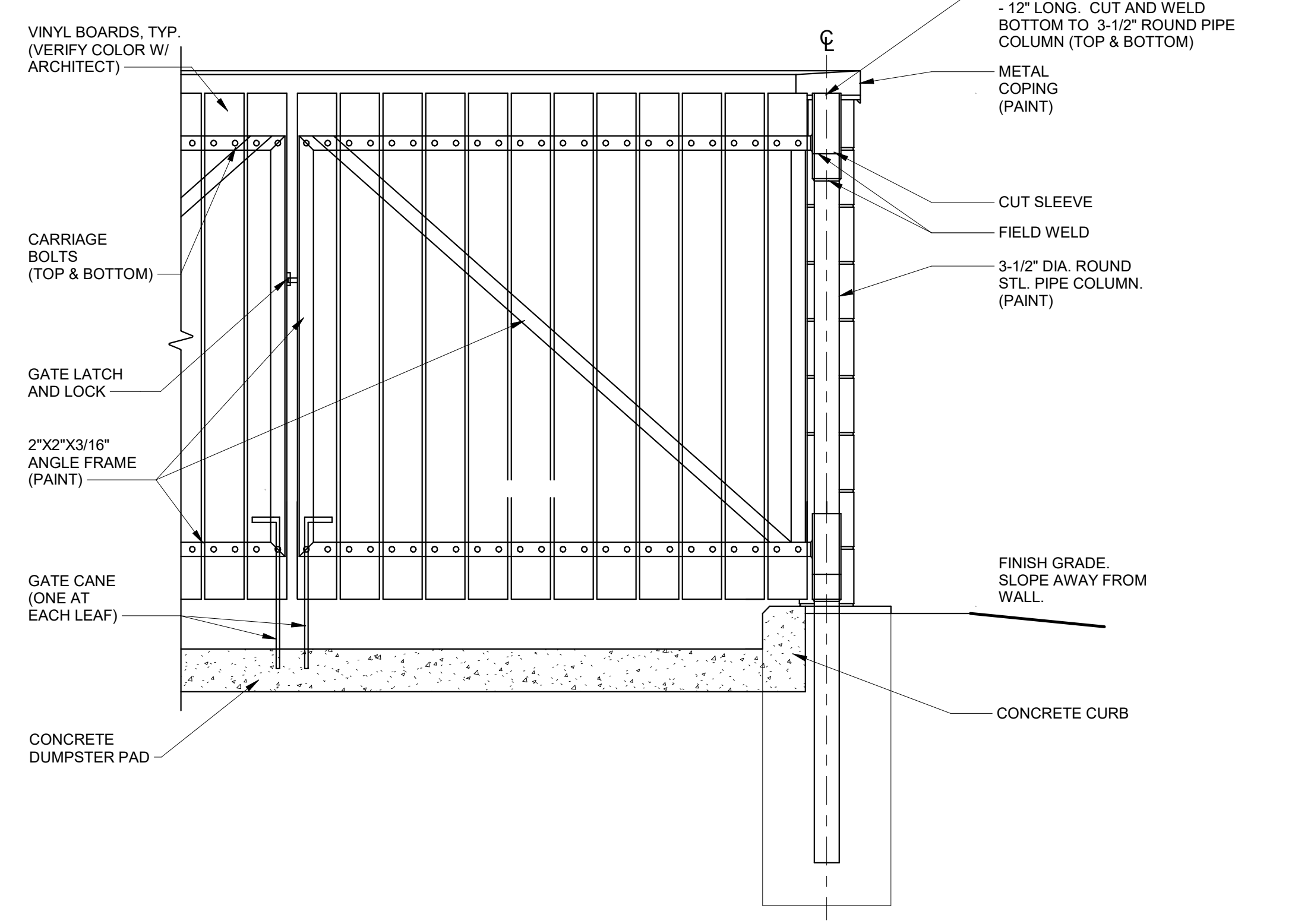
2 BOLLARD DETAIL
1" = 1'-0"



3 ENCLOSURE WALL
1" = 1'-0"



1 A - ENCLOSURE PLAN
1/4" = 1'-0"



4 GATE DETAIL
3/4" = 1'-0"

1144 MERAMEC STATION ROAD

TWIN OAKS MISSOURI 63021

REVISIONS:

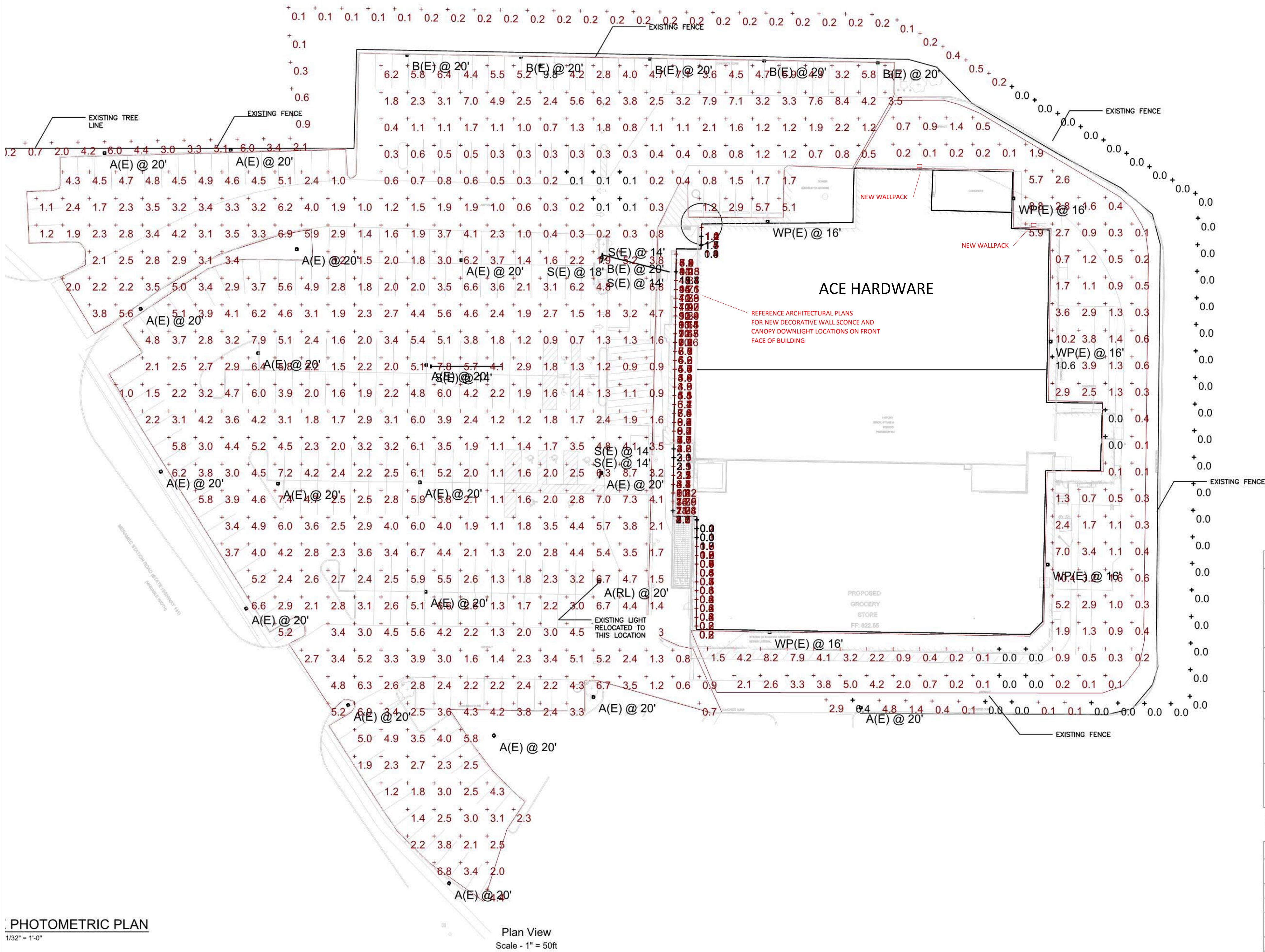
NO.	DESCRIPTION

PROGRESS DRAWINGS
NOT FOR CONSTRUCTION

TRASH ENCLOSURE
PLAN AND DETAILS

Project Number: 2021.019
Date: 12.07.21
Drawn By: SBE

CTEP



NOTE: ALL PARKING LOT LIGHTING AND BUILDING FACADE LIGHTING IS EXISTING UNLESS NOTED IN RED

Schedule							
Symbol	Label	QTY	Manufacturer	Number Lamps	Filename	Lumens per Lamp	Efficiency
□	A(E)	18	Lithonia Lighting	1	KSF2_400M_R4 W.ies	38000	79%
□	B(E)	6	Lithonia Lighting	1	KSF2_400M_R3_HS.ies	38000	52%
□	S(E)	6	Lithonia Lighting	1	TFA_250M_RE_(PROBE).ies	21000	69%
□	WP(E)	5	Lithonia Lighting	1	KSF2_400M_R5 S.ies	38000	76%
□	A(RL)	1	Lithonia Lighting	1	KSF2_400M_R4 W.ies	38000	79%

(E) EXISTING
(RL) EXISTING TO BE RELOCATED

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING LOT	+	3.3 fc	11.9 fc	0.1 fc	119.0:1	33.0:1
PROPERTY LINE	+	0.5 fc	5.2 fc	0.0 fc	N/A	N/A
REAR OF BUILDING	+	2.0 fc	10.6 fc	0.0 fc	N/A	N/A
STOREFRONT	+	2.2 fc	3.5 fc	1.2 fc	2.9:1	1.8:1

PHOTOMETRIC PLAN
1/32" = 1'-0"

Plan View
Scale - 1" = 50ft

#	Date	Comments
Revisions		

Drawn By: LU
Checked By:
Date: 12/10/2021
Scale: None



CITY OF TWIN OAKS

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

COMMERCIAL SIGN PERMIT APPLICATION

A: PROJECT INFORMATION

Business Name: Westlake Ace Hardware
Full Business Address: 1144 Meramec Station Road

B: APPLICANT INFORMATION

Applicant is: Owner Authorized agent of owner

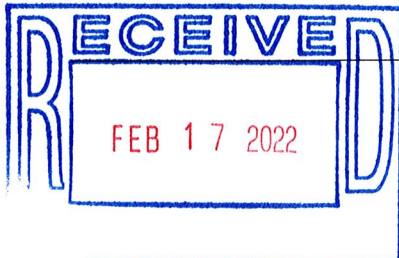
Principal Contact Name: Joe Phillips Email: jphillips@pirossigns.com
Corporation or Partnership Name: Piros Signs, Inc. Telephone: 636-464-0200
Full Address: 1818 Old State Road M Fax: 636-464-9990
Barnhart, MO 63012 Cell: 314-565-8925

C: OWNER (IF DIFFERENT FROM APPLICANT):

Principal Contact Name: _____ Email: _____
Corporation or Partnership Name: The Inland Real Estate Group Telephone: 630-586-6100
Full Address: 2901 Butterfield Road Fax: _____
Oak Brook, IL 60523 Cell: _____

D: SIGN DESIGNER OR SIGN INSTALLER (IF NOT LISTED ABOVE)

Principal Contact Name: Same As Applicant Email: _____
Corporation or Partnership Name: _____ Telephone: _____
Full Address: _____ Fax: _____
Cell: _____



E: PROPOSED SIGN TYPE AND SPECIFICATION

PERMANENT:

- Directional Sign (ground mounted)
- Directional Sign (wall mounted)
- Ground Sign
- Wall Sign
- Window Sign

Two (2) Copies Required:

- Scaled colored drawing of proposed sign
- Site plan indicating roadways, parking lots and buildings
- Scaled drawing of building elevations where sign will be placed (wall signs only)
- Drawing or plat survey indicating exact location of sign and setbacks (ground signs only)

TEMPORARY:

- Banner Sign
- Flag
- Message Balloon
- Window Sign
- Yard Sign

Width of Sign: _____ feet

Height of Sign: _____ feet

Sign Size: _____ square feet

Date of display:

from _____ to _____

(Limited to one per 30 consecutive day period per calendar quarter)

F: DECLARATION OF APPLICANT

I, Joe Phillips certify that:

 Print Name Here

- 1) The information contained in this application; attached schedules; attached plans and specifications; and other attached documentation is true to the best of my knowledge.
- 2) That this application must comply first, with the MASTER SIGN PLAN of the Development or if not stated in the Master Sign Plan, CHAPTER 410: SIGN REGULATIONS of the municipal codes of the City of Twin Oaks. Failure to comply may result in denial of said sign permit.

Joe Phillips

Digitally signed by Joe Phillips
 Date: 2022.02.14 11:22:31 -06'00'

Signature of Applicant

_____ Date

FEE SCHEDULE:

Temporary \$ 75.00
 Permanent..... \$100.00

----- FOR OFFICE USE ONLY -----

Amount Received: _____ Cash/Check #: _____ Date Received: _____

Application Approved Date: _____

 Authorized Signature

WESTLAKE ACE

1144 MERAMEC STATION RD

FRONT ELEVATION SIGNAGE: (PER P+Z APPROVAL)

"WESTLAKE"

$$39.25" \times 250.00" = 9812.50" \div 144 = 68.14 \text{ f}$$

"ACE"

$$81.50" \times 191.25" = 15596.88" \div 144 = 108.24 \text{ f}$$

"HARDWARE"

$$39.25" \times 270.25" = 10607.31" \div 144 = \underline{73.66 \text{ f}}$$

250.04 f TOTAL
SIGNAGE.



1818 HWY. M
BARNHART, MO 63012
PH: 636-464-0200
FAX: 636-464-9990
WWW.PIROSSIGNS.COM
GRAPHICS@PIROSSIGNS.COM

CUSTOMER
Westlake Ace Hardware

JOB LOCATION
Ballwin, MO

CONTACT

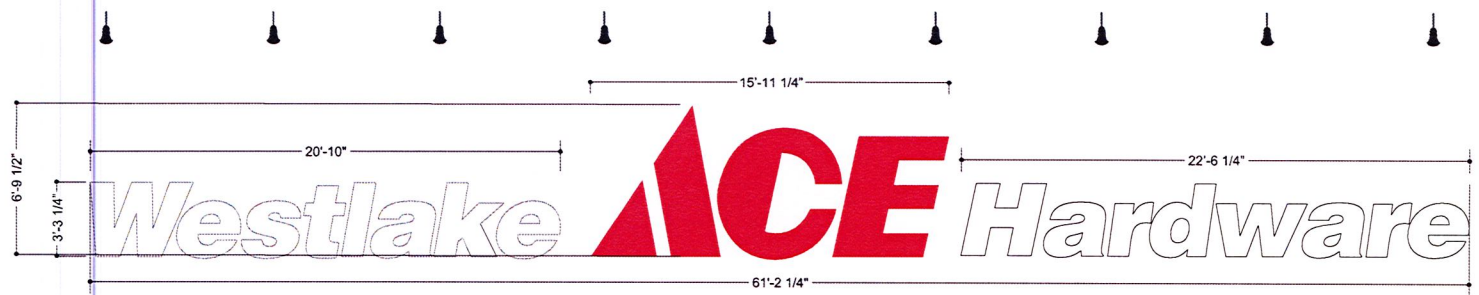
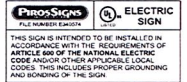
SALES PERSON
Mike McGuire
DATE
10-4-21
DRAWN BY
Eric Irvin
SAVED AS
211305 Westlake Ace Ballwin
Exterior

RENDERING #
211305-05
REVISED BY & DATE
02/02/22 DMF
REVISION(S)
-02: Made non lit letters

- 03: Added color and scaled
- 04: Revised sizing as per supplied
- 05: Adjusted the Trex
- 06:
- 07:
- 08:
- 09:

APPROVED AS IS
 APPROVED AS NOTED
 REVISE & RESUBMIT

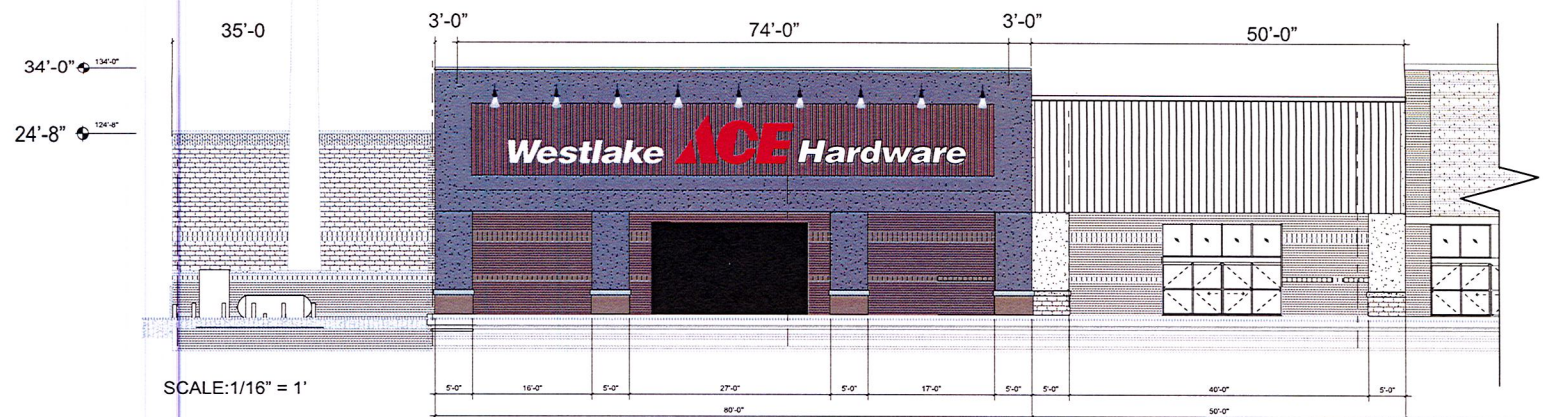
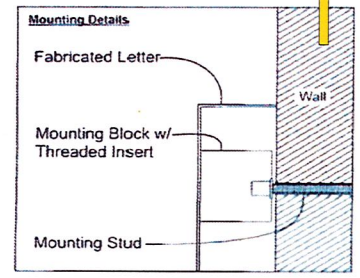
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A - Fabricated Letters SCALE: 3/16" = 1'

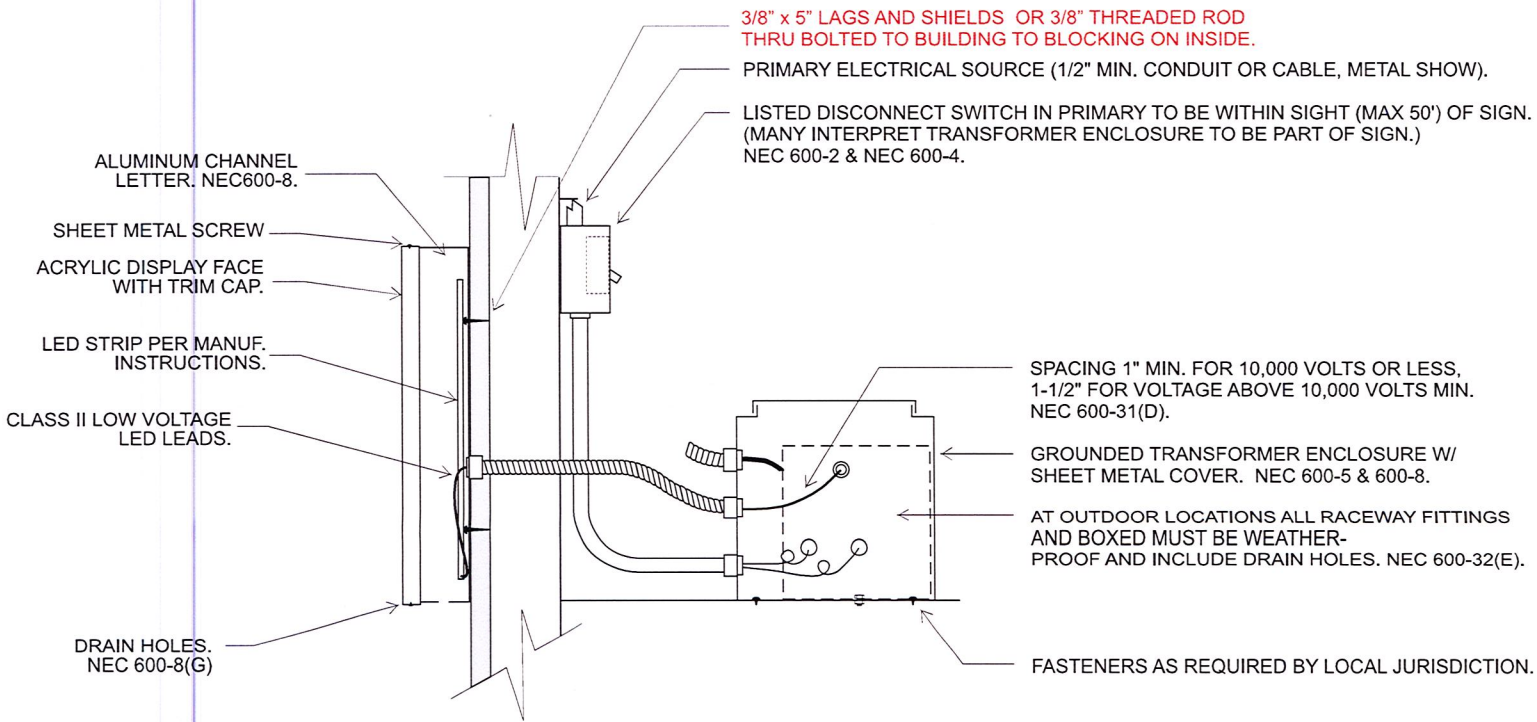
PRODUCE AND INSTALL 1 SET OF LETTERS.

- NON LIT
- FABRICATED ALUMINUM LETTERS
- FACES - .090" THICK ALUM. - MILL FINISH
- 2" ALUMINUM RETURN - .063" THICK ALUM. - MILL FINISH
- PAINT: WHITE FACES & RETURNS
- ALUMINUM SHEET BACKS - .090" THICK ALUM.
- FLUSH MOUNTED TO WALL



SCALE: 1/16" = 1'

Channel Letter Install Guide





CITY OF TWIN OAKS

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

COMMERCIAL SIGN PERMIT APPLICATION

A: PROJECT INFORMATION

Business Name: Westlake Ace Hardware
Full Business Address: 1144 Meramec Station Road

B: APPLICANT INFORMATION Applicant is: Owner Authorized agent of owner

Principal Contact Name: Joe Phillips Email: jphillips@pirossigns.com
Corporation or Partnership Name: Piros Signs, Inc. Telephone: 636-464-0200
Full Address: 1818 Old State Road M Fax: 636-464-9990
Barnhart, MO 63012 Cell: 314-565-8925

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Oak Brook, IL 60523 Cell: _____

D: SIGN DESIGNER OR SIGN INSTALLER (IF NOT LISTED ABOVE)

Principal Contact Name: Same As Applicant Email: _____
Corporation or Partnership Name: _____ Telephone: _____
Full Address: _____ Fax: _____
_____ Cell: _____



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Sign Size: _____ square feet

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from _____ to _____

(Limited to one per 30 consecutive day period per calendar quarter)

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 Print Name Here

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- 2) That this application must comply first, with the MASTER SIGN PLAN of the Development or if not stated in the Master Sign Plan, CHAPTER 410: SIGN REGULATIONS of the municipal codes of the City of Twin Oaks. Failure to comply may result in denial of said sign permit.

Joe Phillips

Digitally signed by Joe Phillips
 Date: 2022.02.14 11:19:35 -06'00'

Signature of Applicant

_____ Date

FEE SCHEDULE:

Temporary \$ 75.00
 Permanent..... \$100.00

----- FOR OFFICE USE ONLY -----

Amount Received: _____ Cash/Check #: _____ Date Received: _____

Application Approved Date: _____

 Authorized Signature

WESTLAKE ACE

1144 MERAMEC STATION RD.

TEAMIT PANEL:

"WESTLAKE ACE"

$$42.00" \times 120.00" = 5040.00" \div 144 = 35.00 \text{ \# TOTAL}$$

SIGMAU=



1818 HWY. M
BARNHART, MO 63012
PH: 636-464-0200
FAX: 636-464-9990
WWW.PIROSSIGNS.COM
GRAPHICS@PIROSSIGNS.COM

CUSTOMER
Westlake Ace Hardware

JOB LOCATION
Ballwin, MO

CONTACT

SALES PERSON
Mike McGuire

DTE
10-4-21

DRAWN BY
Eric Irvin

SAVED AS
211305 Westlake Ace Ballwin
Exterior

- APPROVED AS IS
 APPROVED AS NOTED
 REVISE & RESUBMIT

INITIALS

DATE

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OR PURCHASE FROM PIROSSIGNS, INC.

PIROSSIGNS ELECTRIC SIGN

THIS SIGN IS INTENDED TO BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 690 OF THE NATIONAL ELECTRIC CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



November 19, 2021

January 21, 2022 (2nd Review)

February 21, 2022 (3rd Review)

City of Twin Oaks
1381 Big Bend Road
Twin Oaks, MO 63021
Attn: Frank Johnson, City Clerk

RE: 1st Code Review for Ace Hardware Facility
1100 Meramec Station Rd - BFA 3497-0

Mr. Johnson,

We obtained from you, on November 9, 2021, the *2021 11 09 - ACE HARDWARE - preliminary application* (3 pages) and *2021 11 09 - ACE HARDWARE - development plan_org* (12 pages). The information received pertains the proposed development at 1100 Meramec Station Road in commercial district "C". The information was reviewed to evaluate compliance with the Code of Ordinance for Twin Oaks.

We received on January 4, 2021, the *Signage Plans and Responses (5 pages) and Permit, Plans and Responses (17 pages)*.

We received on February 17, 2022, "*02.17.22 – FINAL TWIN OAKS SUBMITTAL*" (10 pages); on February 18, 2022, we received "*2022 02 17 – ACE HARDWARE – Ground Sign Permit App*"; "*2022 02 17 – ACE HARDWARE – Wall Sign Permit App*"; and *2022 02 18 – ACE HARDWARE – revised cee-1*".

The following comments list the conflicts with the proposed plans when evaluated for compliance:

1. M-2 Concrete Masonry Veneer is not acceptable per Appendix A A5. Please revise and utilize an acceptable material per Appendix A A5.
Item is addressed – changed to cast brick.
2. M-3 Cast Stone Sill is not acceptable per Appendix A A6. Please revise and utilize an acceptable material per Appendix A A5.
Item is addressed – response clarified this item is stone material.
3. M-5 TPO Membrane Roofing is not acceptable per Appendix A A5. Please revise and utilize an acceptable material per Appendix A A5.
Item is addressed – existing material is acceptable.
4. The current design does not provide screening to the proposed dumpster/trash compactor. Please reevaluate the design and screen trash container with evergreen hedges, walls, screens planted with evergreen vines per Appendix A F.4.
Item appears to be addressed

The following comments list items that will need city approval:

5. Board of Alderman shall determine if building materials and facades are uniform and compatible in type, color, and texture with the existing City environment per Section 400.330 A.4.
6. Board of Alderman shall determine if the building structure is designed to ensure a strong physical and spatial relationship with Meramec Station Road frontages are created per Appendix A A.2.
7. Board of Alderman shall determine if colors ensure a harmonious range of colors as provided per Appendix A A.6.
8. Board of Alderman shall determine if the corner of the building has significant articulations through fenestration, building materials, and detailing per Appendix A B.4.a.

The following comments list additional items that will be needed for review:

9. Provide calculations to ensure parking design meets the requirements of Section 400.400. Please note, spaces used for storage shall not be included in this calculation.
 Item NOT sufficiently addressed. Per 400.400 (A) for retail businesses: One (1) parking space for every two hundred (200) square feet of floor area...FLOOR AREA is defined in section 400.080 as, "The sum of the gross horizontal areas of the floor(s) of a building or buildings measured from the exterior faces of exterior walls." The development application says Approximately 18,000 SF Ace Hardware store and 10,000 SF future tenant space within a 50,000 SF building. (The parking space count for the parking provided for that building, should be based on entire building SF)
 Item addressed per P&Z recommendation: Increased parking spots for the entire building use to 218 from previous 193 spaces (added 25 spaces).
10. Please provide a plan that displays the proposed rooftop equipment. Ensure proposed rooftop equipment is adequately screened per Section 400.330 A.6.
 Item NOT fully addressed: Identified locations for RTUs, but did not find information on screening.
 Item is addressed
11. M-4: With provided information; location was not determined.
 Item NOT fully addressed: Response letter says it is the storefront, but plans not updated to show location.
 Item is addressed.
12. A sign permit will be needed for the proposed wall sign. Please see comments 19 thru 24 for additional information needed.
 Sign permit still needed – applicant to submit with final development plan
 Item is addressed – Permit application received 2/17/2022.
13. Please provide a photometric plan to ensure the proposed light follows light cast regulations per Section 400.330 A.5.
 This is addressed - Photometric plan was provided.
14. The proposed ADA parking area does not display grading. Grading is necessary to determine whether the space is compliant with ADA requirements. Please provide a grading plan to ensure ADA parking is compliant with the ADA requirements per Appendix A C.2.
 Item NOT addressed: Applicant should ensure and verify that ADA parking meets current regulations.
 Item is addressed - Grading contours provided on Sheet C5 do not show grades in excess of 2% in the HC parking areas. (This comment does not mean that HC parking is ADA compliant – only that visible, provided information does not appear to conflict with ADA requirements).
15. A sign permit will be needed for the proposed changes to the pylon sign. Please see comments 19 thru 24 for additional information needed.
 Sign permit still needed – applicant to submit with final development plan
 Item is addressed – Permit application received 2/17/2022.
16. Please disclose percentage of space being utilized for storage; storage space shall be less than 40% of total area per Section 400.290.
 Item is addressed: Response indicates 12.5% of space is storage (2315 SF).
17. Disclose height of proposed lighting. Ensure it doesn't exceed a height 24' per Section 400.330.
 Item NOT addressed: Lights on wall sign are above 24'
 Item addressed per P&Z acceptance.
18. Provide a landscaping plan in accordance with Appendix A(E).
 Item NOT addressed: No landscaping plan provided – response comment states "Existing landscaping is to remain and be reused unchanged."
 Item addressed per P&Z acceptance.

All sign requirements are disclosed within Section 410.050. The following comments list additional items that will be needed in order to review the signs:

19. Wall sign: Provide dimensions of the wall to which the wall sign is attached. Ensure wall sign is not greater than 5% or no larger than 150 square feet per Section 410.050.
 Item NOT addressed: Provided information shows less than 5% value compliance, but sign exceeds 150 SF.

Item addressed per P&Z recommendation: Provided information indicates sign is 250.04 SF, P&Z recommended 7% of Ace Hardware's front building space. (NOTE comment on 5% value compliance in previous line was misstated).

Please clearly note what the final arrow striping will be. Current plans appear to show old and new strips.

20. Wall sign: Please disclose distance between the top of the sign and finished grade, as well as bottom of sign and finished grade. Bottom of sign shall be at least 8 feet above the finished grade and top of sign is not greater than 35 feet above finished grade per Section 410.050A.1.d.

Item is addressed.

21. Wall sign: Board of Alderman shall determine if utilized colors create a visual impression of unity per Section 410.050C.

22. Wall sign: Please disclose the distance between the face of the sign to the wall to which the sign is attached. Ensure sign does not extend more than 18 inches from the wall to which it's mounted per Section 410.050A.1.d.

Item is addressed.

23. Pylon Sign: Please disclose area of sign. Ensure sign does not exceed an area of 50 square feet per Section 410.050A.1.c.

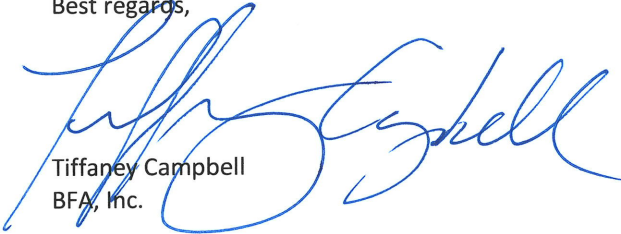
Item is addressed.

24. Pylon Sign: Please disclose height of sign. Ensure sign does not exceed an area of 5 feet in height per Section 410.050A.1.c.

Item is addressed.

St. Louis County and MSD have jurisdiction; therefore, County and MSD permits and approval will need to be obtained. Please let me know if you need further explanation on any of these items or if you have additional items that you would like to have reviewed in more detail. Changes to the occupancy load for the sanitary sewer lateral and the downspout shown to tie into the existing storm structure may require MSD review and approval.

Best regards,



Tiffany Campbell
BFA, Inc.

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR
OUTDOOR STORAGE FOR A WESTLAKE ACE HARDWARE STORE
AT 1100 MERAMEC STATION ROAD IN THE CITY OF TWIN OAKS,
MISSOURI.**

WHEREAS, pursuant to Section 400.420.A.5 of the Twin Oaks Zoning Code, Westlake Ace Hardware (“Applicant”), on behalf of property owner Grocery & Pharmacy Portfolio Springing, LLC, is requesting a Conditional Use Permit to allow outdoor storage of products or merchandise in relation to the hardware store use at 1100 Meramec Station Road (sometimes referred to as 1144 Meramec Station Road); and

WHEREAS, on March 2, 2022, the Board of Aldermen has conducted a public hearing on the proposed conditional use and associated final development plan after having given notice pursuant to Section 400.430.C of the Twin Oaks Zoning Code; and

WHEREAS, the Planning and Zoning Commission has determined that the facts presented established that the standards set forth in Section 400.430.B and D for approval of a conditional use permit for Applicant will be met; and

WHEREAS, based on the above and after reviewing the proposed conditional use permit the Board of Aldermen has determined that the proposed conditional use of outdoor storage of products or merchandise will not: (1) substantially increase traffic hazards or congestion; (2) substantially increase fire hazard; (3) adversely affect the character of the neighborhood; (4) adversely affect the general welfare of the community; or (5) overtax or adversely impact public utilities. As such, the Board of Aldermen desires to grant Applicant’s requested conditional use permit subject to the site, use, and operational conditions set forth in Section 2.

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

Section 1. In recognition of the Planning and Zoning Commission determination that the facts presented establish that the standards set forth in Article XI of Chapter 400 (“Conditional Uses”) will be met, the Board of Aldermen hereby grants to Applicant Westlake Ace Hardware a conditional use permit outdoor storage of products or merchandise in relation to the hardware store use in the PD-C Planned Commercial Development District, for a portion of a 5.79 acre parcel known as the “Twin Oaks Center” and numbered as 1100 Meramec Station Road, Locator No. 24Q320573 (the “Property”), to allow Westlake Ace Hardware to have certain year-round and seasonal outdoor storage *subject to* the conditions listed in Section 2 of this ordinance.

Section 2. The approval of the Conditional Use Permit is hereby conditioned upon:

1. Continued operation by Applicant as a hardware store.
2. Applicant’s continued use of the Property in conformance with the approved Westlake Ace Final Development Plan approved by Ordinance 22-02 (which is incorporated herein by reference).
3. All outdoor storage of “Year-Round Palletized Items (mulches, pavers, bagged goods)” and the “Seasonal Garden Center” shall be confined to and conducted only in the locations shown on Sheets C3 and C5 of the Westlake Ace Final Development Plan.

4. When not in use, the “Seasonal Garden Center” area shall be cleaned up and the area returned to parking use.
5. The “Conex Storage Container” outdoor storage shall be located only as shown on Sheets C3 and C5 of the Westlake Ace Final Development Plan.
6. All outdoor storage areas and adjacent parking lot areas shall be kept in a neat and orderly condition in accordance with and only during the validity of this Conditional Use Permit for outdoor storage of products or merchandise and the Westlake Final Development Plan approved via Ordinance 22-02.
7. This conditional use shall continue to be used and operated in accordance with the above conditions, provided that the holder of a conditional use permit may apply for modifications of the conditions in accordance with the procedures provided for an original conditional use permit application.

Section 3. Proposed construction or development shall commence within one (1) year of the date of approval by the Board of Aldermen of this conditional use otherwise the approval shall lapse and be void.

Section 4. The Conditional Use Permit is personal to Applicant Westlake Ace Hardware as it is based on the Applicant’s particular and unique operation of its hardware store and related outdoor storage use. This Conditional Use Permit shall not be transferred to a future occupant without the prior review and approval of the Board of Aldermen.

Section 5. 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 2nd DAY OF MARCH 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator



CITY OF TWIN OAKS

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

“C” Commercial District Conditional Use Permit

Conditional Use Permit Approval is required in situations outlined in §400.380 of the City Zoning Code. Twelve (12) copies of the application together with a site development plan and any accompanying documents shall be submitted, and shall be in conformance with all general application requirements, including all application fees. (Please type or print in ink below)

INFORMATION CONCERNING APPLICANT:

Applicant hereby submits the following information concerning the use or development proposed:

Site Location/Address: 1144 Meramac Station Road, Twin Oaks, MO 63021

Name of Applicant: Westlake Ace Hardware

Represented by (if Applicant is a business entity): _____ Title: _____

Full Address: 14000 Marshall Drive Phone #: 913-888-8438

Lenexa, KS 66215 Fax #: _____

Name of Property Owner: Grocery & Pharmacy Portfolio Springing, LLC, c/o Inland Commercial Real Estate Services, LLC

Full Address: 2901 Butterfield Rd Phone #: 630.586.6100

Oak Brook, IL 60523 Fax #: _____

Name of Developer: Grocery & Pharmacy Portfolio Springing, LLC, c/o Inland Commercial Real Estate Services, LLC

Full Address: 2901 Butterfield Rd. Phone #: 630.586.6100

Oak Brook, IL 60512 Fax #: _____

Name of Architect and/or Engineer: Chiodini Architects

Describe types of use(s) activities proposed (attach additional sheet, if required): _____

Outdoor storage of propane gas supplies. [and year-round palletized goods and a seasonal garden center.](#)

CONDITIONAL USE PERMIT - SITE DEVELOPMENT PLAN SUBMISSION REQUIREMENTS:

1. **Site Development Plans(s)** a sketch plan of the site (may be hand drawn) showing approximate location of buildings, other structures and lot arrangements, as well as any proposed landscaping or exterior improvements and proposed location and type of signage.
2. To facilitate review by the City, the applicant may also submit plans or support information identifying and describing the following:


(✓ if applicable and circle items included)

- Existing and proposed site grades identifying grade changes and cut and fill areas
- Existing landscape and natural features showing location of all woodlands, trees, major vegetation, streams and watercourses, as well as means to be taken to preserve or minimize impact on these areas
- Sidewalks and walkways; driveways; curb cuts; vehicle lanes and parking areas
- Exterior building sketches and elevations depicting the general style, size and exterior construction materials of the buildings proposed. Where several building types are proposed on the plan, such as apartments and commercial buildings, a separate sketch

should be prepared for each type. Such sketches shall include elevation drawings, but detailed drawings and perspectives are not required.

Representations Concerning Compliance With Laws


I, the undersigned, have read this application in its entirety and the information contained herein is true, and correct and complete to the best of my knowledge, information and belief. I hereby represent that the property and the activities proposed to be conducted thereon do not and will not violate any ordinance of the City of Twin Oaks or the laws of the State of Missouri. Applicant acknowledges that failure to truthfully complete this application or failure to comply with all laws may result in revocation of relevant approvals or permits.

Signature of Applicant:  Date: 12/15/2021
Print Name: Robert Massengill Title: VP Business Development

Verification by Owner

If the application is submitted on behalf of an owner of property or by a tenant for property owned by a person or entity other than the tenant, the owner must verify that the owner has read the application and consents to its review and possible approval by the City.

The undersigned hereby acknowledges that she or he has read the application, understands that the application seeks a conditional use permit for the property, and consents to submission to City review and possible approval of same.

Signature of Owner:  Date: 12/17/2021
Print Name: Don Stewart Title: SVP Property Management Commercial
as Agent for
Owner

* * * * * **FOR OFFICE USE ONLY** * * * * *

Date of Board of Aldermen Decision: _____ Approved Disapproved

Site, use and operational conditions imposed: _____

Amount Paid: \$ _____ Cash/Check #: _____ Date Rec'd: _____

**AN ORDINANCE APPROVING AN AMENDMENT TO TWIN OAKS
MUNICIPAL CODE SECTION 515.070 PERTAINING TO
EXCAVATION PERMIT DEPOSIT FEES**

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

Section 1: Section 515.070, *Permit Required; Requirements*, is hereby amended by adding the underlined text to Subsection A of Section 515.070, to read as follows:

- A. *Excavation Permit Required.* Except as otherwise provided herein, no ROW user or other person shall perform excavation work in the ROW without an excavation permit. Any person desiring to excavate in the ROW shall first apply for an excavation permit, on an application form provided by the City, and submit the application fee and pay all applicable ROW excavation deposit fees set forth in Subsection J to obtain an excavation permit, in addition to any other building permit, license, easement, or other authorization required by law, unless such excavation must be performed on an emergency basis as provided herein. The cost of said permit shall be set out by the Director. The Director is authorized to draft an application form consistent with the requirements of this Chapter. An excavation permit should be obtained for each project unless otherwise provided for in this Chapter. A separate special permit or lease shall be required for excavation in or use of any real property interest of the City that is not ROW. It shall be unlawful for any person to perform excavation work within the City at any time other than from 8:00 A.M. to 8:00 P.M. Monday through Friday without prior approval from the City, except in the case of an emergency. No work shall be performed during City holidays, except in the case of an emergency. All excavation permits shall expire after sixty (60) days from the date of issuance, unless otherwise specified in the excavation permit. An applicant whose excavation permit application has been withdrawn, abandoned, or denied for failure to comply with this Chapter shall not be refunded the application fee.

Section 2: Section 515.070, *Permit Required; Requirements*, is hereby amended by adding the underlined text to Subsection C of Section 515.070, to read as follows:

- C. *Bulk Permits.* The Director shall have the authority to establish procedures for bulk processing of applications and periodic payment of fees in lieu of the “single right-of-way excavation permit” deposit fees set forth in Subsection J.

Section 3: Section 515.070, *Permit Required; Requirements*, is hereby amended by adding a new Subsection J to Section 515.070, to read as follows:

- J. *Right-Of-Way Excavation Permit Deposit Fee.*

- 1. The filing fee/deposit for a ROW Excavation Permit shall be as follows:

Type of Permit	Deposit Fee
Single right-of-way excavation permit	\$150.00
Annual bulk permits	\$1,500.00

2. The deposit fee set forth in this Subsection J shall be paid in anticipation of the City's expenses incurred in processing the application or submission at issue, including, but not limited to, administrative and clerical costs, surveys, legal, engineering and planning review, expenses of notification to adjoining property owners, and other investigations deemed necessary by the City. Processing and all other actions related to the application or submittal shall not proceed until the applicable fee is paid in full.
3. In the event the deposit fee paid is insufficient to pay all such expenses incurred by the City, the City Clerk may document additional costs incurred by the City and request payment of same within thirty (30) days. Further processing and other actions related to the application shall not proceed until such additional sums are paid in full. All unused portions of any deposit fee or additional sums required under this Section shall be refunded to the applicant upon written request within thirty days of close out of the permit or the last day of work under the permit whichever is sooner. Appeals from any decision hereunder shall be taken pursuant to Chapter 150 of the Twin Oaks Municipal Code.

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

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 2nd DAY OF MARCH 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

AN ORDINANCE AMENDING SECTION 210.1030 OF THE MUNICIPAL CODE OF THE CITY OF TWIN OAKS, MISSOURI RELATING TO THE OFFENSE OF TAMPERING

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

Section 1. Section 210.1030 of the Twin Oaks Municipal Code, “Tampering,” is hereby amended by adding to Subsection A, two (2) new subsections, to be numbered A.5 and A.6, that shall read as follows:

5. Tampers with the motor vehicle of another, which such tampering includes, but is not limited to, lifting door handles or otherwise trying the doors or locks of motor vehicles that are not owned by the individual. It shall not be a violation of this subsection 5 for the owner of the real property where a motor vehicle is parked to lift or try the door handles or locks of any motor vehicle on that property; or
6. Enters the motor vehicle of another without the permission of the owner of the motor vehicle. It shall not be a violation of this subsection 6 for the owner of real property to enter a motor vehicle parked thereon regardless of the vehicle’s ownership.

Section 2. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 2nd DAY OF MARCH 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

RESOLUTION NO. 2022-04

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH RADARSIGN LLC FOR FURNISHING A SOLAR-
POWERED SPEED RADAR SIGN.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with RadarSign LLC for services relating to the furnishing of one (1) solar-powered TC-600 speed radar sign, to be provided under the terms set forth in Exhibit 1.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 2nd DAY OF MARCH 2022, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

**Twin Oaks, Missouri
PURCHASE 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 **RadarSign LLC**, a Georgia corporation, hereinafter referred to as "Seller," with a business mailing address of 1220 Kennestone Circle, Suite 130, Marietta, GA 30066.

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

I. DESCRIPTION OF PRODUCT

Seller hereby agrees to provide the following product and/or materials:

Product Description: The purchase of a Solar TC-600 speed radar sign as specifically set forth in the proposal attached as Exhibit A (hereinafter referred to as the "Product"). The Product shall be provided by the Seller in accordance with all the provisions of the Purchase Contract and attached **City of Twin Oaks Purchase Contract General Conditions**, incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein or as part of any other attachment or exhibit. This Purchase Contract does not include installation of the Product which will be performed by others.

II. DELIVERY

The Product fully complying with this Purchase Contract shall be delivered from the Seller to the Twin Oaks Town Hall, 1381 Big Bend, Twin Oaks, Missouri 63021, no later than _____, 2022.

II. COMPENSATION

The City hereby agrees to pay the Seller \$3,240.00 as full, complete and sole compensation for the complete and satisfactory performance of this Purchase Contract, and all expenses and costs related thereto. This price includes a \$500.00 discount for the trade-in value of the City's existing TC-400 speed radar sign.

III. TIME AND MANNER OF PAYMENTS

Payment of the Purchase Price shall be made by City in one payment of \$3,240.00 upon delivery of the items identified in Exhibit A and satisfactory completion of the Order.

RADARSIGN LLC

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

**CITY OF TWIN OAKS, MISSOURI
PURCHASE CONTRACT GENERAL CONDITIONS**

Compliance with Laws. The Seller 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 Purchase Contract. If applicable, the provisions and requirements of section 290.250 R.S.Mo. shall apply and are incorporated herein. In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Product, the Seller shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Seller in an effort to resolve any such conflict.

Indemnification. To the fullest extent permitted by law, the Seller 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 breach of the Purchase Contract or related warranties, or claims relating thereto, and including but not limited to the City's reliance on or use of the Products provided by the Seller under the terms of this Purchase Contract. The Seller shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required to enforce this provision, Seller agrees that this indemnification requires Seller to obtain insurance in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions and that Seller has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Nondisclosure. The Seller agrees that it will not divulge to third parties without the written consent of the City any non-public information or information designated as confidentially obtained from or through the City in connection with the performance of this Purchase Contract.

Changes. No change in this Purchase Contract shall be made except in writing executed by all parties. The Seller shall make any and all changes in the Product without invalidating this Purchase Contract when specifically ordered to do so in writing by the City. The Seller, prior to the delivery of such changed or revised Product, shall submit promptly to the City, a written cost or credit proposal for such revised Product. If the City and the Seller 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 the Seller, upon written notice from the City, to immediately proceed with such alteration or change, and the Seller shall be compensated the reasonable value of such Product. **No delivery of Product or change shall be undertaken or compensated for without prior written authorization from the City executed by Seller.**

Termination. The City shall have the right to terminate the Purchase Contract at any time for any reason by giving the Seller written notice to such effect. The City shall pay to the Seller in full satisfaction and discharge of all amounts owing to the Seller under the Purchase Contract an amount equal to the cost of all Product delivered by the Seller up to such termination date, less all amounts previously paid to the Seller. The Seller 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 Seller for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Product.

Product. The Product as described in the Seller's proposal shall be delivered to the City and no other substitute product shall be delivered without written approval of the City.

Warranty of Title. The title conveyed shall be good and its transfer rightful and shall not unreasonably expose the City to litigation because of any colorable claim to or interest in the Product. The Product shall be delivered free from any security interest or other lien or encumbrance.

Express Warranties. Any affirmation of fact or promise made by the Seller which relates to the Product and becomes part of the basis of the bargain creates an express warranty that the Product shall conform to the affirmation or promise. Any description of the Product which is made part of the basis of the bargain creates an express warranty that the Product shall conform to the description. Any sample or model that is made part of the basis of the bargain creates an express warranty that the whole of the Product shall conform to the sample or model. It is not necessary to the creation of an express warranty that the Seller use formal words such as "warrant" or "guarantee" or that the Seller has specific intention to make a warranty.

Implied Warranty. A warranty that the Product shall be merchantable is implied. Products to be merchantable must at least: be delivered in accordance with the Purchase Contract description; and in the case of fungible products, (a) are of fair quality within the description; (b) are fit for the ordinary purposes for which product of that description are used; (c) run, within the variations permitted by the Agreement, of even kind, quality of quantity within each unit and among all units involved; (d) are adequately contained, packaged, and labeled as the Agreement may require; and (e) conform to the promise or affirmation of fact made on the container or label if any. Other implied warranties may arise from

the course of dealing or usage of trade. Because Seller knows the particular purpose for which the Product is required and that the City is relying on the Seller's skill or judgment to select or furnish suitable products, there is an implied warranty that the Product shall be fit for such purpose.

Right to Inspect. The City has a right before payment or acceptance to inspect the Product at any reasonable place and time and in any reasonable manner. The inspection may also be within a reasonable time after delivery. Expenses for inspection may be recovered from the Seller if the Product does not conform and are rejected.

Rights on Improper Delivery. If the Product delivered fails in any respect to conform to the Purchase Contract, the City may: (a) reject the whole; (b) accept the whole; or (c) accept any units and reject the rest and the Seller must adjust such Purchase Contract price accordingly.

Revocation of Acceptance. The City may revoke acceptance of a lot or commercial unit whose nonconformity substantially impairs its value to the City if the City has accepted it: (a) on the reasonable assumption that its nonconformity would be cured and it has not been seasonably cured; (b) revocation was within a reasonable time after delivery; or (c) without discovery of the nonconformity if the City's acceptance was reasonably induced either by the difficulty of discovery before acceptance or by the Seller's assurances. In the case of revocation, the City has the same rights and duties as if the City had rejected the Product.

Remedies. If the Seller fails to make delivery or the City rightfully rejects, the City may in addition to recovering so much of the price as has been paid: (a) "cover" and receive damages of the cost difference between the cost of cover and the contract price for all the Product affected plus incidental or consequential damages; or (b) recover as damages for non-delivery the difference between the market price at the time the City learned of the breach and the Purchase Contract plus any incidental and consequential damages. If the Seller fails to deliver or repudiates, the City may also recover the Product, obtain specific performance, or replevy the Product. In the event of breach or failure to make delivery, the City is also entitled to liquidated damages as described in the executed Purchase Contract. Nothing in this Purchase Contract shall be deemed to be a waiver of the City's sovereign immunity or permit a cause of action against the City for damages relative to any claim against the City, and any remedy against the City shall be limited to specific performance as may be available under existing law.

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

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 Purchase Contract during the next occurring fiscal year (an "Event of Nonappropriation"), this Purchase Contract 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 Contract in any subsequent fiscal year shall not be deemed a breach by any party. If applicable, this Purchase Contract may be annually renewed at each fiscal year by inclusion of specific appropriation for this Purchase Contract, from year to year not to exceed the maximum renewal period or term as set forth in the Purchase Contract.





Accounting. During the period of this Purchase Contract, the Seller 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 Seller.

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

Governing/Choice of Law. This Purchase Contract 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.

Counterparts. This Purchase Contract may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

EXHIBIT A

		Quotation			
1220 Kennestone Circle Suite 130 Marietta, GA 30066		Date: 2/18/2022			
PROPOSED BY:		Cloud Admin:			
Name: Paul Kenney		Phone:			
Phone: W: (878) 895-4814 M: (404) 403-9828		Email:			
Email: pkenny@radarsign.com					
PROPOSED TO / BILL TO:		SHIP TO:			
Village of Twin Oaks 1382 Big Bend Road Twin Oaks, MO 63021 636-226-7873 frankjohnson@cityoftwo.com Frank Johnson		Village of Twin Oaks 1382 Big Bend Road Twin Oaks, MO 63021 636-226-7873 frankjohnson@cityoftwo.com Frank Johnson			
		Account Address City, ST, Zip Phone Email Attention			
P. O. NUMBER		TERMS			
LINE #		QTY			
PART #		DESCRIPTION			
PRICE EACH		TOTALS			
1	1	TC 6008	Solar Power Radar Sign 13" Full Matrix Display: speeds readable at 600 feet 13" LED display - superbright amber with est. 100,000 hour life AA003: Solar panel pole mounting bracket Two 12V 18 amp hour AGM batteries, provides up to 12 days backup operation K Band radar, meets FCC Part 15 rules, detection range up to 1200 feet "SLOW DOWN" & "TOO FAST" speeder alert messages, plus 3 levels of flashing speeds 3/8" thick Bashplate™ (provides the ultimate in vandal protection of sign) Standard timers allow up to 5 settings per day Possum Switch™ allows sign to go dark for 30 minutes if assaulted with force Wi-Fi wireless transmitter, communication range up to 300 feet, No internet required	\$3,595.00	\$3,595.00
				Included	
				Included	
				Included	
				Included	
				Included	
				Included	
				Included	
2	1	AA003	Universal Pivot Pole Mount Bracket set (includes tilt feature) TC-600 only	Included	
3	1	R8018	Standard faceplate, 28" x 33", 4" lettering: (White R8019, & hardware kit (AA052)	Included	
4	1	SS002	Optional: StreetSmart Data Collection Lifetime license (per sign) 35 charts, graphs, and tables included. Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile & more. Extended 30 day charts included for trend analysis. No recurring fees.	\$0.00	\$0.00
5	1	AA041	50 watt solar panel, standard (includes AA003 mounting bracket)	Included	
6	1	RW002	Two year warranty (includes parts & labor, and backup batteries)	Included	
7	1	SHPK	Ground Shipping for TC-6008 with solar panel	\$145.00	\$145.00
	1	Discount	Trading in TC 400 for a \$500 credit	(\$500.00)	(\$500.00)
		Minimum re-stock fee: 16%			
* Quote valid for 60 days. Pricing does not include any international taxes, fees, or duties.				TOTAL US\$	\$3,240.00
					\$0.00
Customer receives \$500 trade in value for TC400 and free Streetsmart				Grand Total:	\$3,240.00
				TOTALS	
US State sales tax must be collected unless you provide a sales tax exempt form.					
Authorized Signature _____					
Print Name/Title _____					
Date _____					
		 Certified Quality System ISO 9001:2015		 100% MUTCD Compliant Radar Speed Signs	
		 Proudly Engineered & Manufactured in the USA			

RESOLUTION NO. 2022-05

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH NUTOYS LEISURE PRODUCTS INC FOR
FURNISHING TWO (2) STEEL RECTANGLE BACKBOARDS WITH NYLON
NETS FOR USE IN TWIN OAKS PARK.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with NuToys Leisure Products for services relating to the furnishing of two (2) steel rectangle backboards with nylon nets for use in Twin Oaks Park to be provided under the terms set forth in Exhibit 1.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 2nd DAY OF MARCH 2022, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

**Twin Oaks, Missouri
PURCHASE 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 **NuToys Leisure Products Inc.**, an Illinois corporation, hereinafter referred to as "Seller," with a business mailing address of 915 Hillgrove, La Grange, IL 60525.

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

I. DESCRIPTION OF PRODUCT

Seller hereby agrees to provide the following product and/or materials:

Product Description: The purchase of two (2) steel rectangle backboards with nylon net as specifically set forth in the proposal attached as Exhibit A (hereinafter referred to as the "Product"). The Product shall be provided by the Seller in accordance with all the provisions of the Purchase Contract and attached **City of Twin Oaks Purchase Contract General Conditions**, incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein or as part of any other attachment or exhibit. This Purchase Contract does not include installation of the Product which will be performed by others.

II. DELIVERY

The Product fully complying with this Purchase Contract shall be delivered from the Seller to the Twin Oaks Town Hall, 1381 Big Bend, Twin Oaks, Missouri 63021, no later than _____, 2022.

II. COMPENSATION

The City hereby agrees to pay the Seller \$1,790.00 as full, complete and sole compensation for the complete and satisfactory performance of this Purchase Contract, and all expenses and costs related thereto.

III. TIME AND MANNER OF PAYMENTS

Payment of the Purchase Price shall be made by City in one payment of \$1,790.00 upon delivery of the items identified in Exhibit A and satisfactory completion of the Order.

NUTOYS LEISURE PRODUCTS INC.

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

**CITY OF TWIN OAKS, MISSOURI
PURCHASE CONTRACT GENERAL CONDITIONS**

Compliance with Laws. The Seller 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 Purchase Contract. If applicable, the provisions and requirements of section 290.250 R.S.Mo. shall apply and are incorporated herein. In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Product, the Seller shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Seller in an effort to resolve any such conflict.

Indemnification. To the fullest extent permitted by law, the Seller 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 breach of the Purchase Contract or related warranties, or claims relating thereto, and including but not limited to the City's reliance on or use of the Products provided by the Seller under the terms of this Purchase Contract. The Seller shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required to enforce this provision, Seller agrees that this indemnification requires Seller to obtain insurance in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions and that Seller has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Nondisclosure. The Seller agrees that it will not divulge to third parties without the written consent of the City any non-public information or information designated as confidentially obtained from or through the City in connection with the performance of this Purchase Contract.

Changes. No change in this Purchase Contract shall be made except in writing executed by all parties. The Seller shall make any and all changes in the Product without invalidating this Purchase Contract when specifically ordered to do so in writing by the City. The Seller, prior to the delivery of such changed or revised Product, shall submit promptly to the City, a written cost or credit proposal for such revised Product. If the City and the Seller 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 the Seller, upon written notice from the City, to immediately proceed with such alteration or change, and the Seller shall be compensated the reasonable value of such Product. **No delivery of Product or change shall be undertaken or compensated for without prior written authorization from the City executed by Seller.**

Termination. The City shall have the right to terminate the Purchase Contract at any time for any reason by giving the Seller written notice to such effect. The City shall pay to the Seller in full satisfaction and discharge of all amounts owing to the Seller under the Purchase Contract an amount equal to the cost of all Product delivered by the Seller up to such termination date, less all amounts previously paid to the Seller. The Seller 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 Seller for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Product.

Product. The Product as described in the Seller's proposal shall be delivered to the City and no other substitute product shall be delivered without written approval of the City.

Warranty of Title. The title conveyed shall be good and its transfer rightful and shall not unreasonably expose the City to litigation because of any colorable claim to or interest in the Product. The Product shall be delivered free from any security interest or other lien or encumbrance.

Express Warranties. Any affirmation of fact or promise made by the Seller which relates to the Product and becomes part of the basis of the bargain creates an express warranty that the Product shall conform to the affirmation or promise. Any description of the Product which is made part of the basis of the bargain creates an express warranty that the Product shall conform to the description. Any sample or model that is made part of the basis of the bargain creates an express warranty that the whole of the Product shall conform to the sample or model. It is not necessary to the creation of an express warranty that the Seller use formal words such as "warrant" or "guarantee" or that the Seller has specific intention to make a warranty.

Implied Warranty. A warranty that the Product shall be merchantable is implied. Products to be merchantable must at least: be delivered in accordance with the Purchase Contract description; and in the case of fungible products, (a) are of fair quality within the description; (b) are fit for the ordinary purposes for which product of that description are used; (c) run, within the variations permitted by the Agreement, of even kind, quality of quantity within each unit and among all units involved; (d) are adequately contained, packaged, and labeled as the Agreement may require; and (e) conform to the promise or affirmation of fact made on the container or label if any. Other implied warranties may arise from

the course of dealing or usage of trade. Because Seller knows the particular purpose for which the Product is required and that the City is relying on the Seller's skill or judgment to select or furnish suitable products, there is an implied warranty that the Product shall be fit for such purpose.

Right to Inspect. The City has a right before payment or acceptance to inspect the Product at any reasonable place and time and in any reasonable manner. The inspection may also be within a reasonable time after delivery. Expenses for inspection may be recovered from the Seller if the Product does not conform and are rejected.

Rights on Improper Delivery. If the Product delivered fails in any respect to conform to the Purchase Contract, the City may: (a) reject the whole; (b) accept the whole; or (c) accept any units and reject the rest and the Seller must adjust such Purchase Contract price accordingly.

Revocation of Acceptance. The City may revoke acceptance of a lot or commercial unit whose nonconformity substantially impairs its value to the City if the City has accepted it: (a) on the reasonable assumption that its nonconformity would be cured and it has not been seasonably cured; (b) revocation was within a reasonable time after delivery; or (c) without discovery of the nonconformity if the City's acceptance was reasonably induced either by the difficulty of discovery before acceptance or by the Seller's assurances. In the case of revocation, the City has the same rights and duties as if the City had rejected the Product.

Remedies. If the Seller fails to make delivery or the City rightfully rejects, the City may in addition to recovering so much of the price as has been paid: (a) "cover" and receive damages of the cost difference between the cost of cover and the contract price for all the Product affected plus incidental or consequential damages; or (b) recover as damages for non-delivery the difference between the market price at the time the City learned of the breach and the Purchase Contract plus any incidental and consequential damages. If the Seller fails to deliver or repudiates, the City may also recover the Product, obtain specific performance, or replevy the Product. In the event of breach or failure to make delivery, the City is also entitled to liquidated damages as described in the executed Purchase Contract. Nothing in this Purchase Contract shall be deemed to be a waiver of the City's sovereign immunity or permit a cause of action against the City for damages relative to any claim against the City, and any remedy against the City shall be limited to specific performance as may be available under existing law.

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

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 Purchase Contract during the next occurring fiscal year (an "Event of Nonappropriation"), this Purchase Contract 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 Contract in any subsequent fiscal year shall not be deemed a breach by any party. If applicable, this Purchase Contract may be annually renewed at each fiscal year by inclusion of specific appropriation for this Purchase Contract, from year to year not to exceed the maximum renewal period or term as set forth in the Purchase Contract.

Accounting. During the period of this Purchase Contract, the Seller 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 Seller.

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

Governing/Choice of Law. This Purchase Contract 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.

Counterparts. This Purchase Contract may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

EXHIBIT A



Box 2121
LaGrange, IL 60525
708-579-9055
708-579-0109 (fax)
1-800-526-6197

PROPOSAL

February 17, 2022

THE VILLAGE OF TWIN OAKS
TWIN OAKS, MO

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
<u>SPORTSPLAY</u>				
2	542-900	Steel Rectangle Backboard 72" W x 48" H	595	\$ 1,190
2	542-973	Super Goal with Nylon Net	120	240
			Subtotal	\$ 1,430
			Shipping Cost	360
			Total	\$ 1,790

Due to the volatile cost of raw materials, supply chain, and labor shortages, prices and lead times can change without notice. Unfortunately, we cannot guarantee or hold prices quoted at this time.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

Above prices include shipping but not installation.

TERMS: Our terms are net 30 to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

We appreciate your interest in our equipment.

Sincerely,
NUTOYS LEISURE PRODUCTS, INC.

Monica Zarco

Monica Zarco

MTWI22VIL1.MZ

RESOLUTION NO. 2022-06

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH TECH ELECTRONICS INC. FOR FURNISHING,
INSTALLING AND PROGRAMMING OF A LTE TRANSMITTER FOR THE
ALARM SYSTEM IN TWIN OAKS TOWN HALL.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with Tech Electronics Inc. for services relating to the furnishing, installing and programming of one (1) LTE-IA transmitter for the alarm system located in the Twin Oaks Town Hall, to be provided under the terms set forth in Exhibit 1.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 2nd DAY OF MARCH 2022, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____ by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **Tech Electronics Inc.**, a Missouri corporation, hereinafter referred to as “Contractor,” with a business mailing address of 6437 Manchester Ave., St. Louis, MO 63139.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for replacing the current 3/4G transmitter and furnishing, installing and programming a new LTE transmitter for the alarm system at the Twin Oaks Town Hall, 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: *Furnish, Install and Program One (1) LTE-IA transmitter for the alarm system at the Twin Oaks Town Hall located at 1381 Big Bend Road, Twin Oaks, MO 63021.*

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

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

II. COMPENSATION

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

Due at the City’s final acceptance of the Work: \$1,296.00

III. TIME AND MANNER OF PAYMENTS

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

IV. CONTRACT SCHEDULE

Time is of the essence. The Work shall be commenced on _____ and shall be completed in a reasonable manner no later than _____. Failure to complete the Work by the completion

date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$50.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

TECH ELECTRONICS

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



6437 Manchester Avenue, St. Louis, MO 63139
 PHONE: (314) 645-6200 | FAX: (314) 951-7750

Request No.	Line No.	Order Type	Created	Sales Rep.
FQ2202210025	1	Field Quotation	02/21/2022 at 2:23 PM	Lauren Behle

Bill To	Ship To	Site
Twin Oaks Municipal Center 1381 Big Bend Blvd. Twin Oaks, MO 63021	Twin Oaks Municipal Center 1381 Big Bend Blvd. Twin Oaks MO 63021	Twin Oaks Municipal Center 1381 Big Bend Blvd. Twin Oaks, MO 63021

Requestor: Frank Johnson Phone: 314-917-2425 Fax: 636-225-6547

Work Performed On:	Model	ID:	Version:
	Ademco VISTA 20P	PJ1805150007-1	
Location:			

Scope of Work
 Purchase, install, and program LTE unit to replace 3/4G unit

Qty	Part Number	Description
1.00	LTE-IA	Transmitter, AT&T, Multi-Path
1.00	PS-1270	Battery, 12 Volt, 7AH
4.00	Labor	Service

X _____ Customer Signature	Subtotal:	\$1,296.00
	Special Freight:	\$0.00
	Tax:	\$0.00
	Total:	\$1,296.00

This report contains information that (a) is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) is intended only for the use of the party(s) named herein. Parties other than the intended recipient are hereby notified that reading, using, copying, or distributing any part of this report is strictly prohibited.

For Terms And Conditions please refer to URL:
http://www.techelectronics.com/wp-content/uploads/2018/11/field_quote_terms_conditions.pdf

**Exhibit B
Insurance**

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

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate

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

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

RESOLUTION NO. 2022-07

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH DAVEY TREE EXPERT COMPANY FOR THE
REMOVAL, STUMP GRINDING AND PURNING OF TREES IN TWIN OAKS
PARK.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with Davey Tree Expert Company for services relating to the removal and stump grinding of three (3) trees and pruning of one (1) tree in Twin Oaks Park, to be provided under the terms set forth in Exhibit 1.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 2nd DAY OF MARCH 2022, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and The Davey Tree Expert Company, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 6264 Lemay Ferry Rd.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for the removal and stump grinding of three (3) trees and pruning of one (1) tree in Twin Oaks Park, 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: *Removal, Stump Grinding, and Pruning of Trees — Twin Oaks Park.*

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Project listed above and as more particularly described in the attached **Exhibit A**. The specific trees to be removed will be marked by the City and the manner of this marking will be described to the contractor.

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

II. COMPENSATION

Upon completion of the Work to the satisfaction of the City, and within thirty days (30) days of final written invoice by the Contractor, the City hereby agrees to pay the Contractor an amount not to exceed \$3,500.00 for the Work as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Work.

III. TIME AND MANNER OF PAYMENTS

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

IV. CONTRACT SCHEDULE

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

amount of \$50.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

The Davey Tree Expert Company

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").

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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 B
Insurance**

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

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate
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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.



J&M Displays Proposal for: City of Twin Oaks July 3rd from 2021 with 2022 pricing

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price:	\$26,744.10
Discount:	\$3,944.10
Subtotal Fireworks:	\$22,800.00
Sales Tax:	
Local Sales Tax:	
Insurance Processing:	\$3,100.00
License and Permit:	\$200.00
Shoot Fee:	\$3,100.00
Delivery:	\$1,500.00
Musical Firing:	
Shoot Cost:	\$300.00
Equipment Rental:	
Barge/Pontoon Fee:	
Total Price of Show:	\$31,000.00

Total Shot Count:	4356
Packing Check:	1079
Date of Display:	07/03/22
Customer Number:	10896

Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$22,800.00 Fireworks Subtotal

\$1,907.60	8% Free for Early Payment
\$5,462.80	Free for Advertising
\$3,622.10	15% Free for Multiple Year Agreement
\$10,992.50	Total Free

Total Value of Show is \$45,936.60. Your Price is \$31,000.00

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.



J&M Displays Proposal for: City of Twin Oaks July 3rd from 2021 with 2022 pricing

Opening

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Quick salute with 1 color 49 shot		\$240.00	\$480.00
2	Red white and blue scenery 300 shot I shape (straight)		\$680.00	\$1,360.00

Category Shell Count: 698

\$1,840.00

Section Shell Count: 698

Flight 1

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Gold willow with blue mine to big gold willow 140 shot fan cake		\$530.00	\$530.00

Category Shell Count: 140

\$530.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	Glittering willow	glitter tail	\$23.80	\$142.80
6	Glittering willow waterfall	glitter tail	\$23.80	\$142.80
8	Silver nishiki kamuro		\$23.80	\$190.40

Category Shell Count: 20

\$476.00

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	Glittering willow	glitter tail	\$44.50	\$133.50
3	Glittering willow waterfall	glitter tail	\$44.50	\$133.50

Category Shell Count: 6

\$267.00

Section Shell Count: 166

Flight 2

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
3	Gold Strobe	Large Brocade tail	\$42.70	\$128.10
3	Green strobe		\$42.70	\$128.10
3	Red strobe		\$42.70	\$128.10

Category Shell Count: 9

\$384.30

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	Gold Strobe		\$50.80	\$101.60

Category Shell Count: 2

\$101.60

Section Shell Count: 11

Main Event



J&M Displays Proposal for: City of Twin Oaks July 3rd from 2021 with 2022 pricing

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
3	V shape candle bundle 300 shot - Assorted colors		\$91.00	\$273.00
1	Three layer mine 130 shot fan cake		\$530.00	\$530.00
Category Shell Count: 1030				\$803.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
4	Cycas assorted		\$23.80	\$95.20
2	Golden strobe willow		\$23.80	\$47.60
2	Orange crossette		\$23.80	\$47.60
2	Reddish gamboge to magenta chrys		\$23.80	\$47.60
4	Varigated peony to crackling		\$23.80	\$95.20
2	Assortment C of 20 (5 report& 15 color) shells ELECTRIC FIRE		\$330.00	\$660.00
2	Assortment K Of 20 different J&M Brand shells ELECTRIC FIRE		\$330.00	\$660.00
2	Assortment M of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$330.00	\$660.00
1	Assortment P of 10 pairs (20 shells) of J&M Brand shells	mixed tails	\$330.00	\$330.00
1	Assortment S of 10 pairs (20 shells) of J&M Brand shells (Low fallout)	mixed tails	\$330.00	\$330.00
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$330.00	\$660.00
2	Assortment W of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$330.00	\$660.00
1	Assortment Y of 10 pairs of 3" J&M shells ELECTRIC FIRE (Low fallout)		\$330.00	\$330.00
Category Shell Count: 274				\$4,623.20

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
3	Orange Strobe		\$42.70	\$128.10
3	Screaming with color moving star (red and white)		\$42.70	\$128.10
3	White strobe		\$42.70	\$128.10
Category Shell Count: 9				\$384.30

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Red and Blue Dahlia with silver glitter	Gold tail	\$32.80	\$65.60
2	Assortment A Of 20 different J&M Brand shells ELECTRIC FIRE		\$570.00	\$1,140.00
2	Assortment C of 20 different J&M Brand Shells ELECTRIC FIRE		\$570.00	\$1,140.00
2	Assortment F of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$570.00	\$1,140.00
2	Assortment J of 20 different J&M Brand shells (LOW FALLOUT)		\$570.00	\$1,140.00
2	Assortment K Of 20 different J&M Brand shells ELECTRIC FIRE		\$570.00	\$1,140.00
2	Assortment L of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$570.00	\$1,140.00
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$570.00	\$1,140.00
2	Assortment V of 20 different Patriotic J&M Brand shells ELECTRIC FIRE	mixed tails	\$570.00	\$1,140.00
Category Shell Count: 322				\$9,185.60



J&M Displays Proposal for: City of Twin Oaks July 3rd from 2021 with 2022 pricing

Main Event

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	1/2 blue to green & 1/2 green to blue peony w/strobing pistil		\$50.80	\$101.60
2	1/4 red/green/blue/yellow peony w/strobing pistil		\$50.80	\$101.60
2	Blue ghost peony		\$50.80	\$101.60
3	Var. color flower sheets		\$50.80	\$152.40
2	Golden wave to Green flying dragon		\$74.10	\$148.20
2	Lemon Glitter with Blue Chry		\$74.10	\$148.20
3	Tourbillion with reports with red and blue Stars		\$74.10	\$222.30
1	Tourbillions withreport (double ring) with lemon and violet center ELECTRIC FIRE ONLY (cylinder)		\$135.20	\$135.20

Category Shell Count: 17

\$1,111.10

Section Shell Count: 1652

Finales

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Color and report 10 Shot finale chain	silver tail	\$186.00	\$1,116.00

Category Shell Count: 60

\$1,116.00

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
9	Color 8 shot finale chain	silver tail	\$282.00	\$2,538.00
6	Red white and blue dahlia 8 shot finale chain	mixed tails	\$282.00	\$1,692.00
6	Red white and blue peony 8 shot finale chain	mixed tails	\$282.00	\$1,692.00

Category Shell Count: 168

\$5,922.00

Section Shell Count: 228

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Rainbow crossette 100 shot Z shape		\$420.00	\$420.00

Category Shell Count: 100

\$420.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Double Crackle		\$23.80	\$47.60
2	Gold Palm with crackling pistil	Large Brocade tail	\$23.80	\$47.60
4	Golden wave to variegated		\$23.80	\$95.20
4	Kamuro Chrysanthemum		\$23.80	\$95.20
2	Red gamboge to variegated		\$23.80	\$47.60
2	Red peony		\$23.80	\$47.60
7	Silver palm tree with big silver tail		\$23.80	\$166.60
6	White strobe with red dahlia	glitter tail	\$23.80	\$142.80
2	White to crackling		\$23.80	\$47.60

Category Shell Count: 31

\$1,157.80



J&M Displays Proposal for: City of Twin Oaks July 3rd from 2021 with 2022 pricing

8% Free for Early Payment

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
4	Heart Pattern Red to crackle		\$42.70	\$170.80
2	Blue stars and whistle (cylinder)		\$57.90	\$115.80
2	Orange with silver serpents (cylinder)		\$57.90	\$115.80
2	Red and blue with silver serpents (cylinder)		\$57.90	\$115.80
2	Red and blue with whistles (cylinder)		\$57.90	\$115.80
2	Red with whistles (cylinder)		\$57.90	\$115.80

Category Shell Count: 14

\$1,907.60

Section Shell Count: 145

Free for Advertising

Ignition Items

Quantity	Name	Rising Effect	Price	Total
380	Igniter 3 meter leads		\$2.20	\$836.00
380	Igniter 4 meter leads		\$2.45	\$931.00
60	Igniter 5 meter leads		\$2.55	\$153.00

Category Shell Count: 0

\$1,920.00

2.5 Inch Finales

Quantity	Name	Rising Effect	Price	Total
10	Salute with palm 10 Shot finale chain		\$116.00	\$1,160.00

Category Shell Count: 100

\$3,080.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	Color dahlia with silver strobe (Three color)	Crackling tail	\$23.80	\$142.80

Category Shell Count: 6

\$3,222.80

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Red salute and blue dahlia 10 Shot finale chain	mixed tails	\$186.00	\$1,116.00
4	Wave shell 10 Shot finale chain	mixed tails	\$186.00	\$744.00

Category Shell Count: 100

\$5,082.80

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Assortment M of 10 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$380.00	\$380.00

Category Shell Count: 10

\$5,462.80

Section Shell Count: 216

15% Free for Multiple Year Agreement



J&M Displays Proposal for: City of Twin Oaks July 3rd from 2021 with 2022 pricing

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	600 Shot Colored stars S shape		\$680.00	\$1,360.00
Category Shell Count: 1200				\$1,360.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Blue to crackling		\$23.80	\$47.60
4	Crossette assorted		\$23.80	\$95.20
Category Shell Count: 6				\$1,502.80

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
3	Lemon strobe		\$42.70	\$128.10
2	Pink and lemon with silver serpents (cylinder)		\$57.90	\$115.80
2	Purple and orange with silver serpents (cylinder)		\$57.90	\$115.80
2	Red and Blue Tail Thunder to Crackling Rain		\$57.90	\$115.80
2	Red and blue with artillery (cylinder)		\$57.90	\$115.80
Category Shell Count: 11				\$2,094.10

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
4	Crossette assorted	Gold tail	\$44.50	\$178.00
2	Lemon and pink ring with crackling pistils	whistling tail	\$44.50	\$89.00
3	White strobe and red dahlia	whistling tail	\$44.50	\$133.50
Category Shell Count: 9				\$2,494.60

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	Ghost Blue peony		\$50.80	\$101.60
2	Ghost Red peony		\$50.80	\$101.60
2	Hummer & Report (Cyl)		\$74.10	\$148.20
3	Red and blue with whistles (cylinder)		\$74.10	\$222.30
2	Skyblue Jellyfish		\$74.10	\$148.20
3	Diamond screamer and red tailed thunder		\$135.20	\$405.60
Category Shell Count: 14				\$3,622.10

Section Shell Count: 1240

Exhibit 1

City of Twin Oaks, Missouri SERVICES CONTRACT - FIREWORKS DISPLAY -

THIS AGREEMENT, made and effective as of _____, 20____, by and between the City of Twin Oaks, a Missouri municipal corporation, hereinafter referred to as the "City", and J & M Displays, Inc., located at 9555 State Rd. Y, Dittmer, MO 63023 hereinafter referred to as "CONTRACTOR,"

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

I. SCOPE OF SERVICES

Contractor services are necessary for the following services to be provided to the City: **Fireworks Display in Twin Oaks Park.**

Except as expressly specified herein, Contractor hereby agrees to provide all supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the project which are particularly described in the attached in Contractor's proposal (attached as Exhibit A and incorporated herein) subject to the following specific conditions:

1. Contractor shall have insurance in the amount set forth in the Request for Proposal (incorporated herein by reference) and furnish the City with a copy of the certificate of insurance showing that the City is named as additional insured with duty of defense on all insurance policies required hereunder.
2. No live fireworks material shall remain in the Twin Oaks Park over-night. During set up, any required security to protect and preserve the fireworks and the area immediately surrounding the location where the fireworks display is to be set up, other than that specifically outlined in the Request for Proposal, and all related costs for said security shall be the responsibility of the Contractor.
3. The Contractor shall also provide the following services as part of the Fireworks Display Services:
 - a. Obtain fireworks display permit or other required government authorization (local, state, and/or federal) to conduct fireworks display;
 - b. Store fireworks and other necessary materials until the display date;
 - c. Set up of fireworks display;
 - d. Choreography for fireworks display;
 - e. Tear down of fireworks display;
 - f. Clean up after fireworks display with 24-hours of event.
4. Contractor shall at all times during the performance of its obligations under this Agreement comply with all applicable federal, state, and local laws, ordinances, and regulations related to the storage, possession, use and conduct of a public fireworks display, including those of the National Fire Protection Association.

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Contract and attached **City of Twin Oaks General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any exhibit.

II. TERM

- A. This Agreement will be for one (1) year from the Agreement Date.
- B. Options: The City shall have an option to renew after year one and after year two for an additional year. Whether to exercise its options for year 2 and/or 3 shall be at the City's sole discretion.

III. COMPENSATION

A. **Basic Compensation.** The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto, as follows:

- For Year 2020, a sum not to exceed \$ 26,000.00 for the specific display set forth in Exhibit A.

B. **Option Years.** The price for the option years shall be as set forth in the bid proposal and shall be on July 3 of each year or such other date and alternate display date set may be set by the City at the time of exercising the option.

IV. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted by mail or electronically to the City Hall (Kelly Runge - krunge@villageoftwinoaks.org) and payment shall be made as set forth in Section II above.

V. CONTRACT SCHEDULE

The display will occur on July 3, 2020 at approximately 9 p.m. In the event that weather conditions result in a cancellation of the display, the display will occur on July 6, 2020. If the display is not able to occur on July 3 or July 6, 2020, the Parties shall come to a mutually agreeable date that is within one (1) year of July 3, 2020. Should the fireworks display be permanently cancelled by the City, less than 30 days prior to the fireworks display date, the City shall pay Contractor an amount equal to 50% of the Compensation agreed to herein. This shall be Contractor's sole remedy for the City's cancellation of this contract. If the City exercises one or more of its options, the above schedule shall apply for the option year.

This contract shall be complete upon satisfactory performance by both parties. Nothing herein shall limit the application of the indemnification provision after performance of the Fireworks Display Services.

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

CONTRACTOR

CITY OF TWIN OAKS, MISSOURI

By: James J. O'Leary

By: Russ Fairer

Title: Co. F.O.

DATED: Dec 6, 2019

DATED: 11-6-19

ATTEST: Debra Sommers

July 11th
RLF
July 11th
RLF

**CITY OF TWIN OAKS
SERVICES AGREEMENT
GENERAL CONDITIONS**

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, Title VI, 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. If applicable, the provisions and requirements of section 290.250 R.S.Mo. shall apply and are incorporated herein. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Contractor shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Contractor in an effort to resolve any such conflict.

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 breach of the Contract or out of services and operations negligently performed hereunder by the Contractor, or claims relating thereto, and including but not limited to 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 A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions unless otherwise agreed by the City. 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. 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 A, 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 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 with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builders 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 to permit a cause of action against the City for damages or 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 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. 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 of 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.

Other Contractors. The City reserves the right to employ other Contractors in connection with the Work.

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 Contractor/Professional Services 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, in 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.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in Exhibit B. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 205.525 R.S.Mo.

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

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

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.

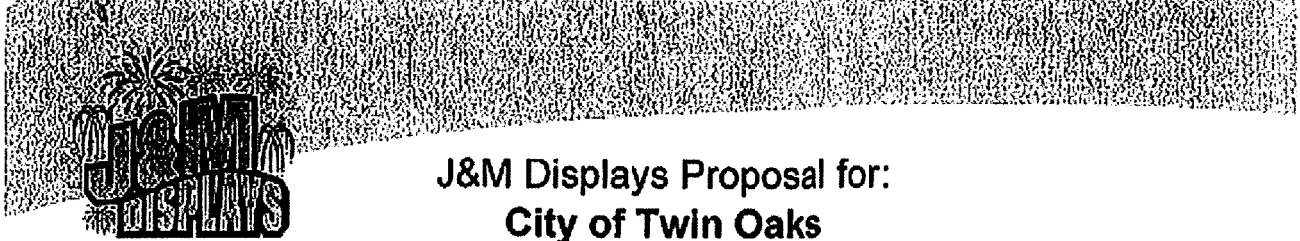
Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

City of Twin Oaks, Missouri
SERVICES CONTRACT
- FIREWORKS DISPLAY -

Exhibit A

Scope of Services



J&M Displays Proposal for: City of Twin Oaks Show #1 Choreographed

Opening

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
3	Quick salute with 1 color 49 shot		\$218.00	\$650.40
Category Shell Count: 147				\$650.40
Section Shell Count: 147				

Flight 1

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	V shape cascade bundle 300 shot - Blue		\$73.00	\$73.00
1	V shape cascade bundle 300 shot - Red		\$73.00	\$73.00
1	V shape cascade bundle 300 shot - Silver		\$73.00	\$73.00
Category Shell Count: 900				\$219.00

3 inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Blue stars and whistles (cylinder)		\$48.65	\$97.10
2	Green with whistles (cylinder)		\$48.65	\$97.10
2	Red and blue with whistles (cylinder)		\$48.65	\$97.10
2	Red with whistles (cylinder)		\$48.65	\$97.10
Category Shell Count: 8				\$388.40
Section Shell Count: 908				

Flight 2

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Glistening willow mines 130 shot fan shape		\$553.60	\$1,107.20
Category Shell Count: 260				\$1,107.20

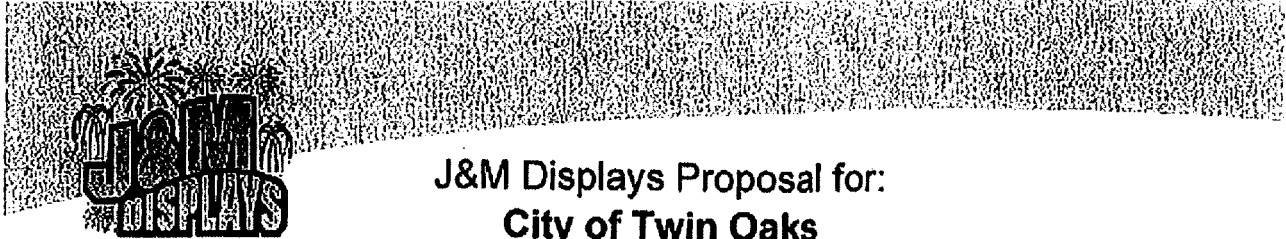
3 inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	Glistening willow	gitter tail	\$22.30	\$133.80
6	Glistening willow waterfall	gitter tail	\$22.30	\$133.80
Category Shell Count: 12				\$267.60

4 inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	Glistening willow	gitter tail	\$37.70	\$113.10
3	Glistening willow waterfall	gitter tail	\$37.70	\$113.10
Category Shell Count: 6				\$226.20
Section Shell Count: 278				

Flight 3



**J&M Displays Proposal for:
City of Twin Oaks
Show #1 Choreographed**

Flight 3

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Red white and blue scenery 300 shot 1 shape (straight)		\$553.60	\$1,107.20
Category Shell Count: 600				\$1,107.20

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
8	Brocade Waterfall to Blue		\$37.70	\$301.60
8	Brocade Waterfall to Red		\$37.70	\$301.60
8	Brocade Waterfall to White		\$37.70	\$301.60
Category Shell Count: 24				\$904.80
Section Shell Count: 624				

Flight 4

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
8	Nishiki Kamuro		\$22.30	\$178.40
8	Silver nishiki kamuro		\$22.30	\$178.40
8	Silver strobe waterfall		\$22.30	\$178.40
Category Shell Count: 24				\$535.20

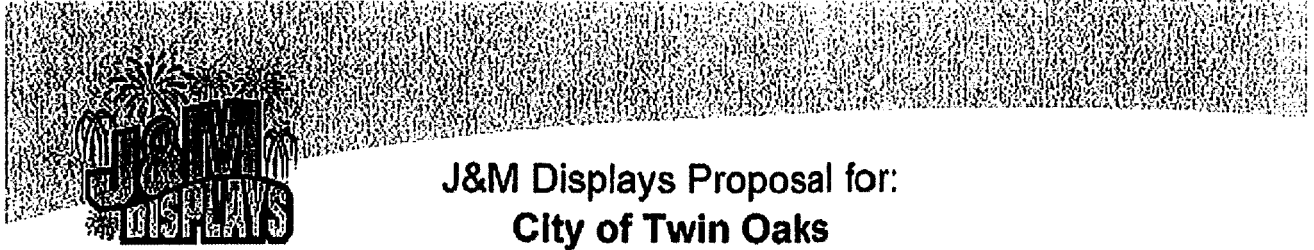
3 Inch Mines and Comets

Quantity	Name	Rising Effect	Price	Total
5	Blue mine with e-match connector		\$17.00	\$85.00
5	Red mine with e-match connector		\$17.00	\$85.00
5	Silver mine with e-match connector		\$17.00	\$85.00
Category Shell Count: 15				\$255.00
Section Shell Count: 39				

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	600 Shot Colored stars S shape		\$553.60	\$1,107.20
Category Shell Count: 1200				\$1,107.20



J&M Displays Proposal for: City of Twin Oaks Show #1 Choreographed

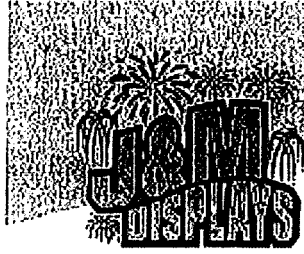
Main Event

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
4	Cassette assorted		\$22.30	\$89.20
3	Crown to glittering		\$22.30	\$66.90
2	Glittering silver to green strobe		\$22.30	\$44.60
2	Glittering silver to red strobe		\$22.30	\$44.60
2	Gold Palm with crackling pistol	Large Brocade tail	\$22.30	\$44.60
2	Golden strobe willow		\$22.30	\$44.60
4	Kamato Chrysanthemum		\$22.30	\$89.20
7	Silver palm tree with big silver tail		\$22.30	\$156.10
5	Super Bright Gold Filter Spider & Red & Blue w Tail		\$22.30	\$111.50
6	White strobe with red dahlia	glitter tail	\$22.30	\$133.80
2	White to crackling		\$22.30	\$44.60
2	Assortment C of 20 (5 report & 15 color) shells ELECTRIC FIRE		\$220.00	\$440.00
2	Assortment B of 20 (5 report & 15 color) Parlette shells (HAND FIRE)	mixed tails	\$220.00	\$440.00
2	Assortment F of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$230.00	\$460.00
2	Assortment M of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$230.00	\$460.00
1	Assortment P of 10 pairs (20 shells) of J&M Brand shells	mixed tails	\$230.00	\$230.00
1	Assortment S of 10 pairs (20 shells) of J&M Brand shells (Low fallout)	mixed tails	\$230.00	\$230.00
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$230.00	\$460.00
Category Shell Count 279				\$3,625.70

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
3	Gold Strobe	Large Brocade tail	\$30.65	\$91.95
3	Green strobe		\$30.65	\$91.95
4	Happy face pattern		\$30.65	\$122.60
4	Heart Pattern Red to crackle		\$30.65	\$122.60
3	Lemon strobe		\$30.65	\$91.95
3	Orange Strobe		\$30.65	\$91.95
3	Red strobe		\$30.65	\$91.95
3	White strobe		\$30.65	\$91.95
2	Orange and yellow with reports (cylinder)		\$48.55	\$97.10
2	Orange with silver serpents (cylinder)		\$48.55	\$97.10
2	Pink and lemon with silver serpents (cylinder)		\$48.55	\$97.10
2	Purple and orange with silver serpents (cylinder)		\$48.55	\$97.10
2	Red and Blue Tail Thunder to Crackling Rain		\$48.55	\$97.10
2	Red and blue with artillery (cylinder)		\$48.55	\$97.10
2	Red and blue with silver serpents (cylinder)		\$48.55	\$97.10
Category Shell Count 40				\$1,476.60



J&M Displays Proposal for: City of Twin Oaks Show #1 Choreographed

Main Event

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Crown to glittering		\$22.30	\$44.60
2	Gold yellow with color pistil	Gold tail	\$22.30	\$44.60
2	Lemon Dahls		\$22.30	\$44.60
2	Orange Dahls		\$22.30	\$44.60
2	Pink Dahls	Gold tail	\$22.30	\$44.60
2	Purple peony with orange pistil	Gold tail	\$22.30	\$44.60
2	Red and Blue Dahls with silver glitter	Gold tail	\$22.30	\$44.60
2	Lemon and pink ring with crackling pistils	whistling tail	\$37.70	\$75.40
3	White strobe and red dahlia	whistling tail	\$37.70	\$113.10
2	Assortment M of 10 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$210.00	\$420.00
2	Assortment A Of 20 different J&M Brand shells ELECTRIC FIRE		\$420.00	\$840.00
2	Assortment C of 20 different J&M Brand Shells ELECTRIC FIRE		\$420.00	\$840.00
2	Assortment F of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$420.00	\$840.00
2	Assortment J of 20 different J&M Brand shells (LOW FALLOUT)		\$420.00	\$840.00
2	Assortment K Of 20 different J&M Brand shells ELECTRIC FIRE		\$420.00	\$840.00
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$420.00	\$840.00
2	Assortment V of 20 different Patriotic J&M Brand shells ELECTRIC FIRE	mixed tails	\$420.00	\$840.00
Category Shell Count: 319				\$8,800.70

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	1/2 blue to green & 1/2 green to blue peony whistling pistil		\$47.35	\$94.70
2	1/4 red/green/blue/yellow peony whistling pistil		\$47.35	\$94.70
2	Blue ghost peony		\$47.35	\$94.70
2	Ghost Blue peony		\$47.35	\$94.70
2	Ghost Red peony		\$47.35	\$94.70
2	Gold Strobe		\$47.35	\$94.70
2	Red strobe		\$47.35	\$94.70
3	Var. color flower sheets		\$47.35	\$142.05
3	Var. color flower sheets		\$47.35	\$142.05
2	White strobe		\$47.35	\$94.70
3	Red and blue with whistles (cylinder)		\$63.60	\$190.80
3	Tourbillon with reports with red and blue Stars		\$63.60	\$190.80
3	Diamond screamer and red tailed frizzer		\$101.90	\$305.70
Category Shell Count: 31				\$1,723.00

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
5	Spiderweb 8 shot finale chain		\$221.15	\$1,105.75
Category Shell Count: 40				\$1,105.75
Section Shell Count: 1909				

Finales

2.5 Inch Finales

Quantity	Name	Rising Effect	Price	Total
10	Salute with palm 10 Shot finale chain		\$98.45	\$984.50
Category Shell Count: 100				\$984.50



**J&M Displays Proposal for:
City of Twin Oaks
Show #1 Choreographed**

Finales

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Color and report 10 Shot finale chain	silver tail	\$138.80	\$809.00
4	Red skulls and blue daisies 10 Shot finale chain	mixed tails	\$139.80	\$669.20
Category Shell Count: 60				\$1,258.20
Section Shell Count: 199				

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect	Price	Total
825	Igniter 3 meter leads		\$1.65	\$1,606.75
2	Wire 22 gauge copper duplex 250 foot spool		\$16.80	\$33.60
Category Shell Count: 0				\$1,642.35
Section Shell Count: 0				

8% Free for Early Payment

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Crackling Willow Flower w/Silver Stroke Pistol w/Crackling Tail		\$22.20	\$44.60
Category Shell Count: 2				\$44.60

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
8	Wave steel 10 Shot finale chain	mixed tails	\$139.80	\$683.80
Category Shell Count: 60				\$683.80

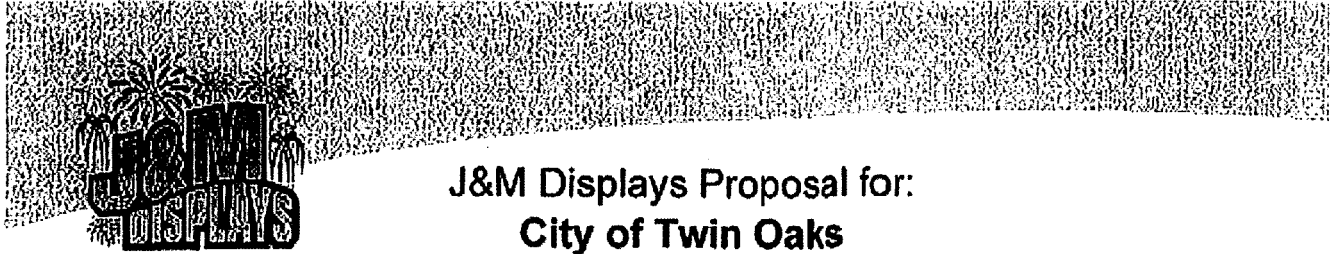
4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
3	Color 8 shot finale chain	silver tail	\$221.16	\$663.45
Category Shell Count: 24				\$1,548.85
Section Shell Count: 86				

15% Free for Multiple Year Agreement

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
1	Color and report 10 Shot finale chain	silver tail	\$138.80	\$138.80
Category Shell Count: 40				\$138.80



J&M Displays Proposal for: City of Twin Oaks Show #1 Choreographed

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price:	\$26,371.00
Discount:	\$5,771.00
Subtotal Fireworks:	\$19,600.00
Sales Tax:	
Local Sales Tax:	
Insurance Processing:	\$2,600.00
License and Permit:	\$200.00
Shoot Fee:	\$2,600.00
Delivery:	\$1,000.00
Musical Filing:	
Shoot Cost:	
Barge/Pontoon Fee:	
Total Price of Show:	\$26,000.00

Total Shot Count:	4206
Packing Check:	1134
Date of Display:	07/03/20
Customer Number:	10896

Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$19,600.00 Fireworks Subtotal

\$1,846.85	8% Free for Early Payment
\$3,014.75	15% Free for Multiple Year Agreement
\$4,661.60	Total Free

Total Value of Show is \$36,332.60. Your Price is \$26,000.00

Please Note the Following Comments:

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City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

February 25, 2022

General Updates

Enterprise Bank Refinancing

- The approved term sheet is currently being reviewed by the underwriters at Enterprise Bank. We expect that process to finish up soon. Gilmore & Bell is working on amending the loan documents, which will then be reviewed by an internal legal team at Enterprise. We are currently planning for a closing date of April 1, which would match the original documents and allow for sufficient time.
- We are currently planning on having the amended documents available for Board review and approval at the March 23rd meeting.

County Code Review

- As discussed at the work session on February 16, St. Louis County is able to perform a review of zoning and property maintenance violations and provide that report to the City.
- This can be scheduled for the spring. In the meantime, staff will work on preparing FAQ documents and other materials for distribution to residents.

Plowing of Big Bend Road and Highway 141 Intersection

- Staff has had preliminary discussions with the Missouri Department of Transportation. They have similar arrangements with other cities in the County, and are willing to work out an agreement with the City.

Project Updates

Basketball Court Crack Repair

- The Board had previously requested that the City repair several cracks on the multiuse court. This can be done by City staff, but the crack filler will be a black color that will not match the paint color of the court.

Curb Repair RFP

- The curb walkthrough with BFA is scheduled for March 1. Mayor Fortune, Alderman Whitmore, and Alderman Milne will be present.
- Staff is currently working to update the inventories of curbs in the City in order to prepare the RFP for the curb work budgeted in the 2022 CIP.

Park Border Fence RFP

- Staff is also working on preparing an RFP to replace the wood shadowbox fence on the south border of the Park that runs between the Park and the houses on Golden Oak Court and Autumn Leaf Drive. The RFP is finalized and will be published soon.

Boly Lane Entrance

- This project will be discussed at the capital planning session scheduled for April.

- We have received one for Oreo & Botta for just the damaged concrete pavement sections for \$7,900, and one for the asphalt work from Topps for \$2,341. Topps has also provided for a full replacement of the concrete apron for \$18,114.