

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, MARCH 6, 2024, 7:00 p.m.**

Tentative Agenda

The tentative agenda of the regular meeting of Twin Oaks Board of Aldermen includes:

- 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 21, 2024
 - b) Board of Aldermen Closed Session Minutes from February 21, 2024
 - c) Bills List from February 17, 2024 to March 1, 2024
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Police Report – Officer Wehner
- 7) CITIZEN COMMENT
- 8) NEW BUSINESS
 - a) **Resolution No. 2024-07:** A RESOLUTION APPROVING AN AGREEMENT WITH THE DAVEY TREE EXPERT COMPANY FOR THE TREATMENT OF TREES AT THE INTERSECTION OF HIGHWAY 141 AND BIG BEND ROAD.
 - b) **Resolution No. 2024-08:** A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SECOND REVISION TO THE PROPOSAL TO THE CONSULTANT SERVICES CONTRACT WITH O.R. COLAN ASSOCIATES, LLC FOR ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES
 - c) **Resolution No. 2024-09:** A RESOLUTION APPROVING AN AGREEMENT WITH LAKE MANAGEMENT SERVICES, INC. FOR PREVENTATIVE WEED CONTROL SERVICES
- 9) DISCUSSION ITEMS
 - a) Dales Signs-Nik Kuhn
 - b) Park Grant Application
- 10) ATTORNEY’S REPORT
- 11) MAYOR & ASSISTANT 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

Paula Dries
Assistant City Clerk

POSTED: March 1, 2024, 10 a.m.

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

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY FEBRUARY 21, 2023**

Mayor Russ Fortune called the meeting of the Twin Oaks Board of Aldermen to order at 7:00 p.m. Roll Call was taken:

Mayor: Russ Fortune – yea

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

Also Present: Paul Rost, City Attorney
Dave Watson, City Financial Consultant

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

APPROVAL OF THE AGENDA

Mayor Fortune asked for a motion to approve of the Agenda. Alderman Eisenhauer so motioned, seconded by Alderman Whitmore. The motion passed by a unanimous voice vote.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of Regular Meeting Minutes from February 7, 2024; Work Session Minutes from February 7, 2024, Bills List from February 3, 2024 to February 16, 2024 and Credit Card Statement for January 2024. Assistant City Clerk, Paula Dries mentioned to the Board that there was a last minute addition to the bills list. With no further questions or comments Alderman Eisenhauer motioned to approve the consent agenda, seconded by Alderman Milne. The motion passed by a unanimous voice vote.

REPORT OF COMMITTEES/COMMISSION/CONTRACTORS

Financial Statements: Financial consultant David Watson reviewed the financial report for the month ending January 31, 2024. He explained that expenditures are up due to the snow removal costs and that sales revenue have been lower for the beginning of 2024. He stated that even with those fluctuations the City’s financial standing is strong.

FY2024 Budget Transmittal Letter: Mr. Watson submitted a draft of the budget letter to the Board. This Annual Statement is submitted with the Twin Oaks budget as a narrative summary of the City’s revenues and expenditures.

Park Committee: Mr. Joe Krewson presented the Park Committee Report. He reviewed the Bingo/Chili event, stating it was a huge success doubling the money raised for Circle of Concern from 2023. He reminded the Board that Twin Oaks Easter Egg Hunt will be held on March 30, 2024. He stated that the Park Committee will be discussing details for the Egg Hunt at the next meeting on March 14 and reminded everyone that volunteers will be needed for egg stuffing and egg hiding. He then reviewed upcoming events that included concerts and movie nights. Mr. Krewson presented a map of proposed lighting in the park. He stated that with planned upgrades to the electrical systems in the park, now would be a great opportunity to upgrade the lighting. The plan presented includes additional lighting, and upgrading the solar lights to electric lights. Mayor Fortune mentioned applying for a Park Grant to help offset the cost for upgrades. He asked that the Park Committee offer ideas that can be included in the Park Grant Application.

CITIZEN COMMENTS

No Citizen Comments.

PUBLIC HEARING

Amendments to Chapter 405.120 of the City of Twin Oaks Municipal Code Pertaining to Subdivision Regulations. Mayor Fortune opened the Public Hearing at 7:23 pm and asked City Attorney to elaborate on the proposed Amendment. City Attorney, Paul Rost explained the proposed amendment stating that the current subdivision regulations do not address sidewalks for new subdivision developments and that this amendment states that any new development will provide sidewalks. Following questions and comments Mayor Fortune closed the Public Hearing at 7:25 pm.

OLD BUSINESS

Resolution No. 2024-06: A Resolution of the Twin Oaks Board of Aldermen Approving an Agreement with TRC Outdoor L LLC for Concrete Planter Box Repair. Mayor Fortune reviewed the proposal for repair of the planter boxes on the south side of the intersection at 141/ Big Bend. The Board had requested costs for a more extensive repair that included removing and disposing of all soil and construction and installation of planter boxes. Mayor Fortune received two bids and both showed costs of over \$15,000 to complete this project. Discussion ensued and the Board decided to go with the original bid stating that the additional cost was prohibitive at this time. Alderman Eisenhauer motioned to approve Resolution No. 2024-06, seconded by Alderman Stoeckl. Resolution No. 2024-06 passed by a unanimous voice vote.

NEW BUSINESS

Bill No. 24-03: An Ordinance Approving Text Amendment to the Subdivision Regulations, Section 405.120 of the Municipal Code of the City of Twin Oaks, Pertaining to New

Developments. Mayor Fortune read Bill No. 24-03. There being no questions or comments Mayor Fortune read Bill No. 24-03 a second time. Alderman Eisenhower motioned to approve Bill No. 24-03, seconded by Alderman Milne. The motion passed on a roll call vote as follows: Alderman Eisenhower-yea, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-yea. Mayor Fortune stated that Bill No. 24-03 being duly passed becomes Ordinance No. 24-03.

DISCUSSION ITEMS

Intersection Tree Treatments: Mayor Fortune presented to the Board the three different bids (Gamma, Omni, and Davey) for care of the Cyprus trees at the intersection of 141/Big Bend. He stated the three bids had various choices for care and a wide range of costs. Following a brief discussion the Board agreed to award Davey Tree Experts the bid as they had cared for the trees in the past with success and the Davey bid seemed to best capture the services the City was seeking. Alderman Whitmore motioned to award the tree care service contract to Davey Tree to care for the trees at the price and terms specified in the bid, seconded by Alderman Stoeckl. The motion passed on a unanimous voice vote.

Radar Signs: Mayor Fortune presented an option for replacement the City's current Radar Signs. He mentioned using a "stealth" system to gather data on speed, explaining that they can are smaller, mobile and do not have a digital display. These signs still record speed data but offer the ability to be moved wherever needed throughout Twin Oaks. City Attorney, Rost mentioned that the City explore borrowing a sign from County Police to test data collection and durability. Officer Wehner will check with the precinct on availability.

ATTORNEY'S REPORT

No Attorney Report at this time

MAYOR & ASSISTANT CLERK REPORT

Mayor Fortune and Assistant City Clerk Dries referred the Board to their written report and provided a summary of its contents. Mayor Fortune has met with Dale Sign Co. regarding new Welcome Signs for Twin Oaks. Dale Sign will present options to the Board at the next Alderman meeting on March 6, 2024. A new Park Entrance sign has been installed on Crescent Ave. Mayor Fortune presented the option of having a landscape company come and take a look at the Boly Entrance and give options for plants and flowers to enhance the entrance. Assistant City Clerk Dries completed the filing of the Boundary Maps and contacted Too Creative for a quote on four additional Banners.

Mayor Fortune asked for a motion to approve the purchase of new banners from Too Creative. Alderman Milne motioned to approve purchase of four new banners, seconded by Alderman Whitmore. The motion passed by a unanimous voice vote.

Mayor Fortune shared a quote received for replacement of the marimba bars in the park and asked if the Board wanted to move forward with purchasing these parts. Alderman Whitmore motioned

to purchase replacement parts for the marimbas from Sound Play in the amount of \$1768, seconded by Alderman Eisenhauer. The motion passed by a unanimous voice vote.

MAYOR & ALDERMEN COMMENTS

Alderman Eisenhauer reported that her family has recovered from the Flu and was unable to attend the Chili/Bingo event due to the illness.

Alderman Stoeckl mentioned that a resident approached him asking if there was a date for a Shred Event. Assistant City Clerk Dries will contact Secure Document Destruction about scheduling a Shred Event for this spring.

Alderman Milne mentioned that there has been legislation introduced regarding banning LPR cameras and wanted the Board to be aware of this effort. She also referred to the large amount of legislation aimed at lowering taxes and asked the Board if they would be interested in discussing or pursuing lowering the Vehicle Sales Tax in Twin Oaks.

Alderman Whitmore commented about proposed St. Louis County legislation for auto repair shops to crack down on expired temporary license plate tags. Mayor Fortune added that real purpose may be to allow repair shops to ask for payment of fifty percent down to ensure that the repair shops recoup charges for their services.

Mayor Fortune shared that the Citizen Police Academy has begun with twenty participants. He communicated that interviews have begun for the part-time Park Position. He also shared Food Sales Tax information with the Board and if it is eliminated how it would affect Twin Oaks.

FINAL CITIZEN COMMENTS

No citizen comments

CLOSED SESSION

Mayor Fortune asked for a motion to move into closed session pursuant to Chapter 610 RSMo for the purpose of dealing with matters relating to the following: Section 610.021(1); Legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorney; Section 610.021(3), hiring, firing, disciplining, or promoting employees when personal information about the employee is discussed or recorded; and Section 610.021(13), individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. Alderman Eisenhauer so motioned, seconded by Alderman Whitmore. The motion pass on a roll call vote as follows: Alderman Milne-yea, Alderman Whitmore-yea, Alderman Stoeckl-yea and Alderman Eisenhauer-yea. The Board moved into Closed Session at 8:01 pm.

ADJOURNMENT

The Board returned from closed session at 8:28 p.m. There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Whitmore so motioned, seconded by Alderman Stoeckl and the regular meeting was adjourned at 8:28 p.m.

Drafted By: _____
Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

Paula Dries
Assistant City Clerk

Russ Fortune,
Mayor

City of Twin Oaks							
Bills and Applied Payments							
February 17, 2024 to March 1, 2024							
Check No.	Billing Name	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12865	Traffic Control Company	2/20/2024	Round Post Cap for Extruded Street Sign 5" blade	0022014-IN	\$6.83	\$6.83	3/6/2024
12866	Crowder	2/20/2024	snow & salting event on 2-16-24	6414	\$3,687.50	\$3,687.50	3/6/2024
12867	Too Creative	2/22/2024	4 banners for intersection		\$1,769.00	\$1,769.00	3/6/2024
12868	Sound Play	2/22/2024	replacement bars for the marimbas at the park	9196	\$1,768.00	\$1,768.00	3/6/2024
12869	St Louis County Election Board	2/26/2024	April 2, 2024 election fees	24069	\$415.37	\$415.37	3/6/2024
12870	Beis Plumbing LLC	2/25/2024	new toilet in mens restroom in the park	10259	\$1,355.00	\$1,355.00	3/6/2024
12871	Missouri Municipal League	1/25/2024	classified ad for City Clerk	6549	\$45.00	\$45.00	3/6/2024
Autopay	AT&T	2/6/2024	monthly charges for City Hall	1803	\$163.36	\$163.36	2/29/2024
Autopay	Verizon	2/5/2024	monthly charges for phones	942424575-00001	\$242.28	\$242.28	2/26/2024
Autopay	Ameren	2/22/2024	monthly charges for 50 Crescent	2123	\$26.45	\$26.45	3/7/2024
Autopay	Ameren	2/22/2024	monthly charges for City Hall	8004	\$1,206.76	\$1,206.76	3/7/2024
Autopay	Ameren	2/22/2024	monthly charges for 141/Big Bend	9007	\$76.94	\$76.94	3/7/2024
Autopay	Ameren	2/22/2024	monthly charges for water pump	7008	\$12.16	\$12.16	3/7/2024
Autopay	Ameren	2/22/2024	monthly charges for 1 Twin Oaks Park	5112	\$626.29	\$626.29	3/7/2024
Autopay	Spire	2/22/2024	monthly charges for 50 Crescent	90361	\$153.23	\$153.23	3/11/2024
Autopay	Spire	2/23/2024	monthly charges for City Hall	3056	\$209.94	\$209.94	3/4/2024
Autopay	Mo-Water	2/23/2024	monthly charges for City Hall Irrg	8240	\$32.22	\$32.22	3/18/2024
Autopay	Mo-Water	2/23/2024	monthly charges for City Hall	7767	\$93.22	\$93.22	3/18/2024
Autopay	Mo-Water	2/26/2024	monthly charges for 50 Crescent	6457	\$11.29	\$11.29	3/19/2024
Autopay	MSD	2/23/2024	monthly charges for 50 Crescent	0813150-0	\$34.84	\$34.84	3/14/2024
Autopay							
					11935.68	11935.68	
			Alderman				
			Alderman				



CITY OF TWIN OAKS POLICE ACTIVITY REPORT February 2024

Radio CFS: 34

Self-Initiated Assignments: 123

Police Reports Written: 9

Total Traffic Stops: 26

Arrests:

Felony 1 (Warrant)

Misdemeanor 0

Summons (Arrest Notification) 0

Auto Accidents:

Injury 0

Non-Injury 7

Locations: 1399 Big Bend Rd, (2) Meramec Station Rd and Big Bend Rd,

(4) Big Bend Rd and MO HWY 141

Crimes Reported: 1 (Stealing form 1393 Big Bend Rd.)

Patrol Bicycle Program: 11.5 hours

RESOLUTION NO. 2024-07

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT WITH THE DAVEY TREE EXPERT
COMPANY FOR THE TREATMENT OF TREES AT THE
INTERSECTION OF HIGHWAY 141 AND BIG BEND ROAD.**

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 The Davey Tree Expert Company for tree treatment services 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 6th DAY OF MARCH 2024, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Paula Dries, Assistant City Clerk

Exhibit 1

Twin Oaks, Missouri

CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, 2024, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and 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 certain tree care services, 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: *Bark Tracing and Deep Root Fertilization for Trees —Big Bend Road and Highway 141.*

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 which tree care services are 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

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 \$7,577.00 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 _____, 2024, and shall be completed in a reasonable manner no later than _____, 2024. 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.

Full Legal Name of Contractor

By _____

Title _____

DATED: _____

CITY OF TWIN OAKS

By _____

Title _____

DATED: _____

ATTEST: _____

City Clerk

TWIN OAKS 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 Services, 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:

- **Work Authorization Program.** If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Exhibit B) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- **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 Services 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. The Contractor shall obtain and maintain for itself during the term of the Project and the City-Contractor Agreement liability insurance coverage of at least \$2,000,000 aggregate and \$1,000,000 per occurrence or as maybe provided in the Agreement. 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 Bid Amount and no additional payment will be made therefor by the City

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed for the Services. Before commencing any Services, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph and bearing 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 to be carried by the Contractor under this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Contractor has adequate insurance to cover the Contractor for tort claims that may arise out of the Services. It is not for the purchase of insurance for the City EXCEPT FOR AND ONLY TO THE LIMITED EXTENT OF any claims against the City arising out of the Contractor's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured on a primary and noncontributory basis the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Twin Oaks as an additional Insured that is barred by sovereign immunity and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

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 Services or terms being performed. The Contractor shall make any and all changes in the Services 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 Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. 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 Services. No Services 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 Services 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 Services.

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 Services 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 Services 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 Services 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 Services, 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 Services").

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Services 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 Services.

Personnel. The Services 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 Services 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





Client	Service Location	2/16/2024
VILLAGE OF TWIN OAKS ATTN: THERESA GONZALES 1381 Big Bend Rd Ballwin, MO 63021-7616	VILLAGE OF TWIN OAKS INTERSECTION BIG BEND RD AND 141 BALLWIN, MO 63021 Mobile: (636) 225-7873 Fax: (636) 225-6547 Email: fjohnson@cityoftwinoaks.com	Proposal #: 901009-1691677788 Account #: 1748641 Ship To #: 2427597 Mobile: (636) 225-7873 Fax: (636) 225-6547 Email: fjohnson@cityoftwinoaks.com

	Service Period	Price	Tax	Total
<input type="checkbox"/> Bagworm Treatment (*) Treat (120) Bald Cypress at intersection for Bagworms. Treat Junipers at Town Hall building for Bagworms.	Summer	\$2,337.00		\$2,337.00
<input type="checkbox"/> Fert w/ Arbor GreenPRO (1yr) (*) Deep Root Feed (120) Bald Cypress at intersection.	Early Spring	\$2,668.00		\$2,668.00
<input type="checkbox"/> Scale Treatment (*) Treat (120) Bald Cypress trees at intersection for scale.	Early Spring	\$2,572.00		\$2,572.00

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

Yes, please schedule the services marked above.

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

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

Client Guarantee

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

Tree Care

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

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

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

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

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

Tree and Shrub Fertilization/SoilCare

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

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

Tree and Shrub Plant Health Care

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

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

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

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

Lawn Care

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

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

Other Terms and Contract Conditions

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

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

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

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

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

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

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

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

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

**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)	\$1,000,000 per occurrence \$3,370,137 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$1,000,000 per occurrence \$3,370,137 aggregate

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site. Unless instructed otherwise, the Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear. Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this Exhibit D. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

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

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SECOND REVISION TO THE PROPOSAL TO THE CONSULTANT SERVICES CONTRACT WITH O.R. COLAN ASSOCIATES, LLC FOR ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES.

WHEREAS, on June 1, 2022, by Resolution 2022-15, the Board of Aldermen of the City of Twin Oaks approved a consultant services contract with O.R. Colan Associates, LLC, for right-of-way and easement acquisition services related to the Crescent Avenue Project (the “Contract”) which included and incorporated a scope of work and cost estimate in a proposal dated May 18, 2022 which was attached as Exhibit A to the Contract (the “Proposal”); and

WHEREAS, thereafter, the City expanded the scope of the Crescent Avenue Project slightly which caused the need for the acquisition of further property interests and which was memorialized on January 4, 2023, by Resolution 2023-01 revising the Proposal to include the additional work and adjusting the original schedule (“Proposal Revision 1”); and

WHEREAS, the City has again slightly altered the scope of the stormwater aspect of the Crescent Avenue Project which has resulted in the need for the acquisition of additional property interests and, as such, the Board of Aldermen now desires to amend the Contract to include the additional work and adjust the original schedule.

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

Section 1. The Board of Aldermen hereby approves an amendment to the Consultant Services Contract by modifying the scope of the original proposal, attached as “Exhibit A” to the Contract approved by Resolution 2022-15, as amended by approving the changes set forth on the “Right of Way Acquisition Services - Crescent Avenue Proposal Revision 2” attached hereto and incorporated herein by reference (the “Proposal Revision 2”) to add the cost for services for 147 Crescent Road Parcel at a price not to exceed \$3,000. The Revised Proposal shall supersede and replace the proposal attached as Exhibit A to the Contract but the Contract shall remain in full force and effect.

Section 2. The total contract price after the Proposal Revision 2 shall not to exceed \$24,850.00 plus expenses as detailed in the original proposal attached as “Exhibit A” to the Contract and Proposal Revision 1.

Section 3. The Mayor is hereby authorized to execute Proposal Revision 2 to the Contract substantially the form of the contract, marked “Exhibit 1” attached hereto.

Section 4. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.

THIS RESOLUTION WAS PASSED AND APPROVED THE 6th DAY OF MARCH 2024, BY
THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1
Proposal Revision 2

February 22, 2024

Paul Rost, City Attorney
City of Twin Oaks
1381 Big Bend Road
Twin Oaks, MO 63021

RE: Right of Way Acquisition Services
Crescent Avenue Proposal Revision 2

Dear Mr. Rost,

On August 23, 2023, you for contacted O. R. Colan Associates (ORC) about updating the proposal to provide right of way acquisition services for four parcels specifically known as 98 Crescent Avenue, 90 Crescent Avenue, 140 Crescent Avenue and 2 Golden Oak Court and to provide additional title reports on two other parcels located at 140 Crescent Ave. and 150 Crescent Ave. Additionally, ORC was contacted on February 12, 2024 to add title report, pay estimate, negotiations and recording on the parcel known as 147 Crescent Road.

The following Scope of Work and Cost Proposal is based upon the information we have received on the project and our understanding of the project as of today. Included in our understanding is that there is a possibility of federal funds being used in some, or all, of the project. Based upon this possibility, ORC's proposal anticipates needing to follow the requirements of 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs in addition to the laws and regulations of the State of Missouri.

Presentation to City Council

ORC will make a presentation to the City Council in which the negotiation and condemnation process will be outlined.

Lump Sum: \$500

Title Work

Title reports will be obtained on all five parcels listed above. These title reports will provide information on ownership, liens and other information which may affect the negotiations or the property owner's ability to transfer the needed property rights.

Cost for Title Reports: 5 reports @ \$425 each = \$2,125

Valuation Services

Based upon our review of the situation, it appears the valuation problem on two of the properties (90 Crescent Avenue & 2 Golden Oak Court) is uncomplicated and the anticipated value of the proposed acquisitions is estimated at less than \$10,000.

Due to this situation, these two properties can be valued using the Waiver Valuation/Payment Estimate method.

The property located at 98 Crescent Avenue involves considerably more property and a number of trees, all of which adds to the complexity of the valuation problem. Due to this situation this parcel will be valued by an appraiser utilizing the Value Finding Appraisal Format and upon completion this report will be reviewed by a separate appraiser.

Cost for Valuations: 3 Payment Estimates @ \$400 each = \$1,200
2 Value Finding Reports @1,800 = \$3,600
2 Value Finding Review @ \$900 = \$1,800

Negotiations

*ORC shall negotiate acquisitions in accordance with the MoDOT LPA Manual, the Uniform Act, and the laws of the State of Missouri. This may include but it not limited to the following: Describing the acquisition, referencing plats, and explaining construction, project schedule and other details. Clearly explain details related to the appraisal and how the offer was developed as well as answering valuation questions.

*ORC shall prepare all necessary documents for review and signature by the City of Twin Oaks (City). The only offer allowed is that approved by the City. ORC may not present any counteroffer or agree to any plan revisions without the expressed permission of the City. ORC shall relay all concerns, counter offers or issues to the City.

*When negotiations result in an agreement for approved fair market value or a City approved administrative settlement, ORC shall prepare the necessary documents and secure signatures from the owner or their representative.

*Upon reaching a settlement with the property owner, ORC will process for payment. On a case-by-case basis the City will need to provide direction as to whether the closing should take place at a title company with the title company obtaining deeds of release or if the City is comfortable with simply recording the deeds. If a property is closed at a title company, ORC will facilitate the closing with the title company. The title company costs will be a pass through and are not included in this proposal. If the decision is made to record the deeds, ORC will handle the recording. The Recording fees will be a pass-through cost and are not included in this proposal.

*Should negotiations not result in a settlement and there is a need for a condemnation action, ORC shall provide a copy of the parcel file to the City.

*At a minimum, ORC will take the following actions on each right of way parcel to be acquired for the project: Deliver acquisition brochure, plan pages, offer letters, and unsigned transfer documents. These will be delivered by either personal contact, certified mail or other method as approved by the City. ORC will maintain a negotiator's log of contacts with property owners which will indicate efforts to achieve amicable settlements, responsiveness to owner's counter proposals and suggestions for changes to the plans.

Cost for Negotiations: 4 parcels @\$2,500 per parcel = \$10,000

Project Management

Project Management involves oversight of the right of way acquisition process on the project including supervision of subcontractors and staff, quality control and providing regular written status reports on the project.

4 parcels @ \$375 each = \$1,200

Additional Services for 147 Crescent Road

A title report will provide information on ownership, liens and other information which may affect the negotiations or the property owner's ability to transfer the needed property rights.

ORC will coordinate with the property concerning their interest to donate to the proposed easement. If they do not desire to waive their right for an appraisal, then appraisal services will be necessary. It appears that the valuation is uncomplicated, and the anticipated value of the proposed acquisitions is estimated at less than \$25,000 so a pay estimate will be prepared. ORC will provide the pay estimate to the City for approval. Upon approval, the acquisition brochure, plan pages, offer letter, and unsigned transfer documents will be prepared. These will be delivered by either personal contact or First-Class mail. ORC will maintain a negotiator's log of contacts with property owners which will indicate efforts to achieve amicable settlements, responsiveness to owner's counter proposals and suggestions for changes to the plans. Active Negotiations will occur for up to 120 days. The parcel will be recorded upon settlement. If a settlement cannot be reached, ORC will turn over all documentation to the City for Condemnation proceedings.

All services, except for E-recording fees, not to exceed \$3,000.

Cost Proposal Summary

Cost for City Council Presentation: \$500
Cost for Title Reports: 5 reports @ \$425 each = \$2,125
Cost for Payment Estimates: 4 @ \$400 each = \$1,600
Cost for Value Finding Report: 2 @ \$1,800 = \$3,600
Cost for Value Finding Report Update: 1 @ \$500 = \$500
Cost for Value Finding Report Review: 2 @ \$900 = \$1,800
Cost for Negotiations: 4 parcels @ \$2,500 per parcel = \$10,000
Cost for Project Management: 4 parcels @ \$375 each = \$1,500
Cost for E-Recording: 5 parcels @ \$45 each = \$225
Cost for adding 147 Crescent Road Parcel: Not to exceed \$3,000.

Total Cost Proposal: \$24,850

Schedule

Following is an estimated project schedule:

Day 1 – Notice to Proceed

Day 1 to 30 – Obtain title reports

Day 1 to Day 90 - Valuations

Day 45 to Day 165 – Negotiation process complete on 4 parcels – March 1, 2024

147 Crescent Road Parcel Negotiation process complete or submitted to City for Condemnation – July 1, 2024

The main items that could affect this schedule are the workload of the appraisers at the time the work is assigned to them and how receptive the property owners are to the project, the affect on their property and the compensation offered to them.

Other

The following items are not included in the above cost proposal and will be provided by others, in a timely manner, if required:

- *Plats & Legal Descriptions
- *Surveys
- *Property purchase payments and closing & related fees including recording fees, title insurance, closing services and partial deeds of release.
- *Property management & maintenance
- *Environmental services
- *Condemnation activities

Thank you for the opportunity to provide this proposal and please do not hesitate to contact me with any questions.

Sincerely,

Janelle L Lemon

Janelle Lemon
Project Manager

Agreed upon by:

O.R. COLAN ASSOCIATES, LLC

Signature: _____

Michael Jett, Divisional Director

DATE: _____

CITY OF TWIN OAKS

Signature: _____

Paul Rost, City Attorney

DATE: _____

RESOLUTION NO. 2024-09

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT WITH LAKE MANAGEMENT
SERVICES, INC. FOR PREVENTATIVE WEED CONTROL SERVICES
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 Lake Management Services, Inc. for preventative weed control services for the lakes 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 6th DAY OF MARCH 2024, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Paula Dries, Assistant City Clerk

Exhibit 1
Proposal by Lake Management Services, Inc.

City of Twin Oaks, Missouri
SERVICES CONTRACT

THIS AGREEMENT, made and effective as of March ____, 2024, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **Lake Management Services, Inc.**, a Missouri corporation hereinafter referred to as “Contractor”;

WHEREAS, the City wishes to engage the Contractor as provider of preventative weed control 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 the City: *2024 Pond Treatments at #1 Twin Oaks Ct.*

Except as expressly specified herein, Contractor hereby agrees to provide all of the 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 services which are generally described as monthly spraying, for the period of April – September 2024, of aquatic herbicides, algaecides and lake colorant to control aquatic weeds and algae at the pond located at #1 Twin Oaks Ct., as more specifically described in the proposal dated February 19, 2024, attached hereto and incorporated herein as **Exhibit A**.

The Services shall be provided by the Contractor in accordance with all the provisions of the Contract and the attached **City of Twin Oaks General Conditions** which are incorporated herein by reference.

II. 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:

such amount as is set forth in Article III of this Agreement.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

[inapplicable if left blank]

III. TIME AND MANNER OF PAYMENTS

Contractor will either submit an invoice to the City monthly after the completion of each individual weed prevention application, or submit one invoice to the City after the completion of all applications for the April – September 2024 service period. The City shall remit payment for the Services within 30 days of being invoiced by Contractor, at a total contract price not to exceed \$3,460.00, for eight (8) total applications.

IV. CONTRACT SCHEDULE

Time is of the essence.

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

LAKE MANAGEMENT SERVICES, INC.

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

ATTEST: _____

TWIN OAKS 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 Services, 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:

- **Work Authorization Program.** If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Exhibit B) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- **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 Services 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. The Contractor shall obtain and maintain for itself during the term of the Project and the City-Contractor Agreement liability insurance coverage of at least \$2,000,000 aggregate and \$1,000,000 per occurrence or as maybe provided in the Agreement. 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 Bid Amount and no additional payment will be made therefor by the City. In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed for the Services. Before commencing any Services, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph and bearing 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 to be carried by the Contractor under this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Contractor has adequate insurance to cover the Contractor for tort claims that may arise out of the Services. It is not for the purchase of insurance for the City EXCEPT FOR AND ONLY TO THE LIMITED EXTENT OF any claims against the City arising out of the Contractor's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured on a primary and noncontributory basis the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Twin Oaks as an additional Insured that is barred by sovereign immunity and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

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 Services or terms being performed. The Contractor shall make any and all changes in the Services 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 Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. 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 Services. No Services 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 Services 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 Services.

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 Services 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 Services 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 Services 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 Services, 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 Services").

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Services 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 Services.

Personnel. The Services 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 Services 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

LAKE MANAGEMENT SERVICES, INC.

11424 Ballard Pl.

Marthasville, MO 63357

Office (636) 673-1296 // Cell (636) 485-7757

.....

February 19, 2024

Frank Johnson
City of Twin Oaks
1381 Big Bend Rd.
Twin Oaks, MO 63021

636-225-7873

fjohnson@cityoftwinoaks.com

Frank,

Our updated bids for our Pro-active weed control program for 2024 is attached.

If you have questions or would like bids on additional services, please give us a call.

Sincerely,

Dan Colby
President

LAKE MANAGEMENT SERVICES, INC.

**LAKE MANAGEMENT SERVICES, INC.
BID & CONTRACT FOR 2024**

11424 Ballard Place, Marthasville, MO 63357
Office (636) 673-1296

.....
WE ARE PLEASED TO SUBMIT THE FOLLOWING BIDS FOR 2024 TO:

City of Twin Oaks

Date: February 19, 2024

.....
**NOTE: TO ACCEPT A JOB PLEASE SIGN, DATE AND RETURN A COPY. TO DECLINE A JOB
PLACE AN X THROUGH JOB DESCRIPTION. A SIGNED CONTRACT IS NECESSARY
BEFORE ANY JOBS CAN PROCEED.**
.....

Job 1 Monthly Weed and Algae Control Program for Spot and Marginal Shoreline Treatment

This job will consist of applying EPA registered aquatic herbicides to control most aquatic weeds, and EPA registered algaecides to control filamentous, plankton, Chara, and also resistant pithophora algae. It does *not* include control of duckweed or watermeal. Your lake will be inspected every 3 to 4 weeks from April through September.

Note: The following bid is offered as a range because there is no way of knowing how wide spread the plant infestation will be, how much herbicide will be needed during any given application, or how much time will be needed to spray, until we actually arrive to treat the pond.

**Cost: \$290 - \$390 per application
Estimated Annual Cost Based on 8 Applications: \$2,320 - \$3,120**

Acceptance of Job 1 _____ Date _____

Job 2 Apply Lake Colorant to Inhibit Weed Growth and/or For Aesthetics

*****This job will only be done in conjunction with Job 1**

It is highly recommended that a lake colorant be applied in conjunction with algaecide applications especially if your pond has clear water with 3 foot visibility or more. Shading the water prevents sunlight from penetrating into deep water, inhibiting bottom growing algae.

Note: The first application in the spring will be the largest amount of dye. The amounts used in follow-up applications depend on how much it rains. The estimations are based on a normal year with regards to precipitation.

Applied Charge: \$ 68 per gallon
Estimated Annual Cost: \$ 340 (5 gallons)

Acceptance of Job 2 _____ Date _____

.....
Please note: A signed contract is imperative for proper billing. Without a signed contract prices can increase without notice to the customer.

TERMS	FOB	ESTIMATED PERFORMANCE DATE
50% Down on aerators and fountains. Net 30 days on balance.	Job site	As described by contract, or 2 – 3 weeks After order is received.

The preceding quotes are good for six months from date on this bid, or in the case of a signed bid, for the calendar year described.

A 1.5 % Monthly Finance Charge is Added to Balances 30 Days Past Due

**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)	\$1,000,000 per occurrence \$3,370,137 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$1,000,000 per occurrence \$3,370,137 aggregate

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site. Unless instructed otherwise, the Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear. Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this Exhibit D. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

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.

Park Planning Grant Application

1. Proof of Board Resolution
2. Public Meetings (2) for the planning process
3. Name of consultant used for planning
4. Documentation that proves land encompassed in proposal is city owned

Park service road repair, widening, retaining wall and sidewalk for pedestrians

Electric upgrade and electric extension needed for additional lighting

Additional lighting per Park Committee recommendations

Tennis Court removal and new replacement

Pickle ball extension to tennis court

**Mayor & Assistant Clerk Report
City of Twin Oaks, Board of Alderman
March 6, 2024**

Shred Event Scheduled: contacted SSD (secure document destruction) and scheduled the Shred event for **May 11 from 9-11**-will post information on website and Facebook-limit of 5 boxes-office parking lot

Sound Play: new keys for the marimbas have been ordered-instructions have been sent on how to install-Bond Anderson said that you need to take care with installation but the process isn't difficult

Intersection Banners: have been ordered

New Lights on City Hall: will be installed March 8-9-All new lighting and wiring will be installed

Park Restroom Hours: restrooms are now open until 7:00 pm-adjusting the hours for longer daylight and nicer weather

Crescent Road Project Update: Tiffany and Jellie met with Ameren on Feb 28. Ameren doesn't have a start date at this time but estimates that it will be 2-3 weeks for completion. They will be moving the six current utility poles and adding one additional pole. ORC is beginning negotiations on the additional easement needed from 157 Crescent Rd

TRC Planter Repair: TRC will begin repair work on the planters Monday, March 4, weather permitting and will be complete by the following day

Park Maintenance Position: Isaiah Rose has been hired and will be replacing Randy in the part time position in the park