

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
TWIN OAKS TOWN HALL  
1381 BIG BEND ROAD  
WEDNESDAY, MARCH 15, 2023, 7:00 p.m.**

**Tentative Agenda**

- 1) REGULAR MEETING CALLED TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) APPROVAL OF CONSENT AGENDA
  - a) Board of Aldermen Regular Meeting Minutes from March 1, 2023
  - b) Board of Aldermen Work Session Meeting Minutes from March 1, 2023
  - c) Bills List from February 25 to March 11, 2023
  - d) Credit Card List from February 1 to February 28, 2023
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
  - a) Financial Statements — Jeff Blume
  - b) Park Committee — Joe Krewson
- 7) CITIZEN COMMENTS
- 8) NEW BUSINESS
  - a) Resolution No. 2023-05: A RESOLUTION OF THE TWIN BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH ARC PYROTECHNICS FOR THE 2023 FIREWORKS DISPLAY IN TWIN OAKS PARK
  - b) Resolution No. 2023-06: A RESOLUTION APPROVING AN AGREEMENT WITH DAVID WATSON TO PROVIDE ACCOUNTING AND FINANCIAL CONSULTING SERVICES TO THE CITY OF TWIN OAKS.
  - c) Resolution No. 2023-07: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING INSURANCE PROPOSALS BY C.J. THOMAS, INC.
- 9) DISCUSSION ITEMS
- 10) ATTORNEY'S REPORT
- 11) CITY CLERK'S REPORT
- 12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

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

14) CLOSED SESSION

Upon a motion duly made and approved, the Board of Aldermen intends go into closed session pursuant to Chapter 610 RSMo for the purpose of dealing with matters relating to the following: leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration thereof (610.021(2) RSMo.).

15) ADJOURNMENT

Frank Johnson  
City Clerk/Administrator

POSTED: March 13, 2023, 10:00 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,  
VALLEY PARK FIRE PROTECTION DISTRICT STATION #2  
47 CRESCENT AVE.  
WEDNESDAY, MARCH 1, 2023**

Mayor Fortune called the meeting of the Twin Oaks Board of Aldermen to order at 7:01 p.m.  
Roll Call was taken:

Mayor: Russ Fortune – yea

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

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

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

**APPROVAL OF THE AGENDA**

Mayor Russ Fortune asked if there were any additions or changes to the Agenda. With no changes, Mayor Fortune asked for a motion to approve the agenda. Alderman April Milne motioned to approve the agenda, seconded by Alderman Lisa Eisenhauer. The motion passed on 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 15, 2023; Work Session Minutes from February 15, 2023; Closed Session Minutes from February 15, 2023; and Bills list from February 11 to February 24, 2023. Alderman Eisenhauer motioned to approve the consent agenda, seconded by Alderman Tim Stoeckl. The motion passed by a unanimous voice vote.

**REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS**

**Police Report:** Officer John Wehner summarized the police activity for the month of February, including radio calls, written reports, traffic stops, crimes, and auto accidents. Mayor Russ Fortune inquired about a report on vehicle thefts involving juveniles. Officer Wehner stated that in the West County area there have been four reported cases. Family Court has two cases pending and two juveniles were released.

## CITIZEN COMMENTS

There were no citizen comments.

## NEW BUSINESS

**Bill No. 23-03: An Ordinance Revising the Annual Operating Budget for the Fiscal Year Ending December 31, 2022.** City Clerk/Administrator Johnson read the Bill. City Accountant Jeff Blume explained that there was a clerical error made in the year-end report for the City involving the fund transfers. Adjustments have been made to ensure all funds properly balance out, and there were no changes to the forecasted revenues or expenses. City Clerk/Administrator Johnson read the bill for a second time, Mayor Fortune asked if there were any further questions regarding Bill No. 23-03. Alderman Eisenhower motioned to approve Bill No. 23-03, seconded by Alderman Whitmore. 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. 20-03 being duly passed; becomes Ordinance No. 23-03.

**Bill No. 23-04: An Ordinance Amending Chapters 135, 155, and 215 of the Twin Oaks Municipal Code and Adopting a new Chapter 216 Thereto, All Relating to Maintenance of Trees and other Items in the Right-Of-Way.** City Clerk/Administrator Frank Johnson read the Bill. City Clerk/Administrator explained that this Bill formalizes all the changes to the City Code for the ROW maintenance that was discussed at the February 15 Board of Alderman Meeting. City Clerk/Administrator Johnson read the bill for a second time, Mayor Fortune asked if there were any further questions regarding Bill No. 23-04. Alderman Milne motioned to approve Bill No. 23-04, seconded by Alderman Eisenhower. The motion passed on a roll call vote as follows: Alderman Eisenhower-yea, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-yea. Mayor Fortune stated that Bill No. 20-03 being duly passed; becomes Ordinance No. 23-04.

## DISCUSSION ITEMS

**Signage for Town Hall, Light Poles and Intersection Planters:** City Clerk/Administrator Johnson presented to the Board ideas to be discussed regarding signage for the City Hall Building, updating the signage on the planters in the intersection at 141 and Big Bend, and banners for the street lights.

**CPR Training:** City Clerk/Administrator Johnson presented to the Board information regarding CPR Training. City Clerk/Administrator Johnson presented to the Board information regarding offering CPR classes for the community. The Valley Park Fire Department does offer training at a cost of \$175 for the instructor and an additional cost of \$20 per participant. The courses are limited to 10 participants and run four hours in length. Upon completion you will be certified in basic CPR; this course will not satisfy requirements for a professional CPR certification. Following a discussion by the Board, City Clerk/Administrator was instructed to set up a class for April, preferably April 15th or 20th. The City will provide the Community Room for class instruction and cover the instructor cost. Lunch will be provided with a charge of \$20 to each participant.

### **ATTORNEY'S REPORT**

City Attorney Paul Rost stated that the Planning & Zoning Commission will need to meet to create new laws for Adult Use Marijuana, and potentially discuss a proposal from Dunkin Donuts for creating a commissary in the vacant space adjacent to their Twin Oaks location.

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

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He reported that the contract for the 2023 fireworks display has been finalized and will be presented to the Board for approval at their March 15<sup>th</sup> meeting. He also stated that BFA has delivered the easement exhibits to the City, which have been shared with ORC so that the company can begin drafting the offer letters and finishing the appraisals.

### **MAYOR & ALDERMEN COMMENTS**

Alderman Whitmore stated that the lights in the Schnucks parking lot were not on when he was driving to the meeting at 6:05 pm. Alderman Whitmore also stated that he dined at the Carreta's Restaurant in Creve Coeur and that the dinner was very good. He looks forward to the restaurant opening in Twin Oaks.

Alderman Tim Stoeckl attended the Missouri Municipal League Conference in Jefferson City on February 21 and 22. Conditions at the conference were not what Alderman Stockl and Mayor Fortune were expecting. Both Alderman Stoeckl and Mayor Fortune expressed their disappointment and shared that they won't be attending next year's conference.

### **FINAL CITIZEN COMMENTS**

Mr. Jeff Graves informed the board that the City's new waste collection contractor, Gateway Disposal, will not pick up sofa sleepers as a bulk item. City Clerk/Administrator Johnson clarified that the bulk item pickups are limited by weight, size, and if the item will be accepted by the landfill.

### **ADJOURNMENT**

There being no further business Mayor Fortune ask for a motion to adjourn the meeting. Alderman Whitmore so motioned, seconded by Alderman Milne and the regular meeting was adjourned at 7:52 p.m.

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  
VALLEY PARK FIRE PROTECTION DISTRICT STATION #2  
47 CRESCENT AVE.  
CITY OF TWIN OAKS BOARD OF ALDERMEN  
WEDNESDAY, MARCH 1, 2023**

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

Mayor Russ Fortune-yea

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

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

**Proposal for Accounting Services**

City Clerk/Administrator Frank Johnson informed the Board that the City has received a proposal for a new Twin Oaks Accountant/Financial Consultant from David Watson, the former Finance Director for Marilyn Heights. Mr. Watson retired in 2021 and would love the opportunity to work with the City of Twin Oaks. City Clerk/Administrator Johnson meet with Mr. Watson, and they discussed the City’s accounting needs and Mr. Watson’s extensive knowledge and expertise in municipal accounting. Following a discussion by the Board, City Clerk/Administrator Johnson was asked to have Mr. Watson attend a Board Meeting to introduce himself and answer any questions. Following this meeting the Board will decide if they will extend an offer to Mr. Watson and the timetable for the transition.

**Dunkin Donuts Commissary**

City Clerk/Administrator Johnson presented to the Board for review the proposal from Dunkin Donut to open a Commissary in the vacant space next to the Dunkin retail store. City Clerk/Administrator Johnson stated the current approved development plan for calls for another “restaurant/retail use” in the vacant space. He does not believe the commissary proposal doesn’t meets that criteria. The Board would need to amend the development plan to allow the current proposal to proceed. Discussion ensued regarding delivery times and noise volume, and the Board instructed City Clerk/Administrator Johnson to contact Dunkin and relay the unenthusiastic reception by the Board to the proposal.

**ADJOURNMENT**

Alderman Dennis Whitmore motioned to adjourn the Work Session Meeting at 6:40 p.m., seconded by Alderman April Milne, 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





103 Elm Street  
Washington, MO 63090



# Invoice

636.239.4751  
www.bfaeng.com

<b>Bill To:</b>
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13A/Crescent Ave/Sidewalk Project

<b>Invoice Date:</b>	<b>Invoice #:</b>
2/26/2023	18173

Item	Description	Date	Hours/Qty	Rate	Amount
AJR/Draft	Review GR3 markups, meet with ERQ to discuss markups	1/31/2023	1	60.00	60.00
ERQ/Drafter	Go over SUP and GR markups with AJR; AJR Markups	1/31/2023	2	40.00	80.00
TSD/PM	Discuss mailbox with RII	2/1/2023	0.25	100.00	25.00
AJR/Draft	Review GR3 markups	2/1/2023	0.25	60.00	15.00
ERQ/Drafter	AJR GR Markups	2/1/2023	1	40.00	40.00
TSD/PM	Email Frank RE: Mailboxes	2/3/2023	0.25	100.00	25.00
ERQ/Drafter	Utility Coordination send email to Jensen and call for 8 week follow up.	2/3/2023	0.25	40.00	10.00
AJR/Draft	Created markups (0.25); Review GR3 markups (0.25); SUP markups (0.5)	2/6/2023	0.75	60.00	45.00
AJR/Draft	Went over MUs and addressed questions with ERQ (0.5), Review GR3 (0.75), Utility Easement Coordination, Respond to email from Jensen (0.5); MUs SUP (0.5)	2/8/2023	1.5	60.00	90.00
ERQ/Drafter	SUP Markups (1.25); AJR GR Markups (1.0); Topo AJR Markups (0.50); Add Jensen email information to the log and add the email attachments to the folder (0.50)	2/8/2023	3.25	40.00	130.00
AJR/Draft	Review GR & SUP MUs	2/9/2023	1.25	60.00	75.00
ERQ/Drafter	SUP Markups (1.75) Topo markups (0.50) Update Communication Log (0.25)	2/9/2023	2.5	40.00	100.00
ERQ/Drafter	Topo Markups (0.50) Detail Sheet Markups (0.25) GR AJR Markups (.75)	2/10/2023	1.5	40.00	60.00
AJR/Draft	Worked on MUs all plan sheets	2/13/2023	1	60.00	60.00
AJR/Draft	Review TS MUs (0.25), Work on DTL MUs (0.5)	2/14/2023	0.75	60.00	45.00
ERQ/Drafter	AJR Topo Markups	2/14/2023	0.5	40.00	20.00
TSD/PM	Discuss utility coordination for relocation with AJR	2/15/2023	0.25	100.00	25.00
AJR/Draft	Utility coordination	2/15/2023	0.25	60.00	15.00
ERQ/Drafter	AJR GR Markups (0.50) Cover Sheet AJR Markups (0.25)	2/15/2023	0.75	40.00	30.00
AJR/Draft	Utility coordination (0.25); Updating MB locations, Add crosswalk(0.5)	2/16/2023	0.75	60.00	45.00
ERQ/Drafter	Grading Plan AJR Markups (0.25) Highlight DM for Utilities (1.50)	2/17/2023	1.75	40.00	70.00
TSD/PM	Review demo plan for utility coordination emails	2/24/2023	1	100.00	100.00
AJR/Draft	Email to utilities for relocation & review attachments	2/24/2023	1.75	60.00	105.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.

**Amount Due This Invoice**

**\$1,270.00**

103 Elm Street  
Washington, MO 63090



# Invoice

636.239.4751  
www.bfaeng.com

Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13C/Crescent Ave Sidewalk/Survey

Invoice Date:	Invoice #:
2/26/2023	18174

Item	Description	Date	Hours/Qty	Rate	Amount
TSD/PM	Review ROW layout	1/30/2023	1	100.00	100.00
TSD/PM	Discuss ROW with AJR and ACW	1/31/2023	0.75	100.00	75.00
AJR/Draft	Discussed easements with ACW and TSD regarding layout (0.75); Update easement boundary (1.75)	1/31/2023	2.5	60.00	150.00
TSD/PM	Review easement and ROW locations; Go over Plans with AJR; Discuss layout with RII	2/1/2023	2	100.00	200.00
AJR/Draft	Meeting with TSD to discuss easements and ROW; Work on Easement and ROW boundaries and update plan sheets	2/1/2023	2.5	60.00	150.00
TSD/PM	Review easements linework	2/2/2023	0.25	100.00	25.00
AJR/Draft	Work on SUP for easements	2/2/2023	0.5	60.00	30.00
TSD/PM	Submit draft ROW and TCE plan to Frank; Tcon with Frank	2/3/2023	0.75	100.00	75.00
AJR/Draft	Call with TSD and Frank to discuss easements and ROW, Calculated SF of easements and ROW	2/3/2023	1	60.00	60.00
AJR/Draft	Easement table.	2/7/2023	0.25	60.00	15.00
TSD/PM	Review and markup easements on site plan; Discuss utility easements with RII	2/8/2023	1	100.00	100.00
TSD/PM	Discuss Ameren easement email with AJR; Tcon with Frank and Paul RE: exhibits	2/9/2023	0.5	100.00	50.00
AJR/Draft	Discuss easement MUs with ERQ, Email Frank updated easement plans and table, Tcon with TSD, Frank, and Paul regarding easements and city meeting; update ROW and easements per call with City	2/9/2023	1.75	60.00	105.00
TSD/PM	Review easement; Email Frank RE: Workshop Meeting; Email Frank RE: easement	2/14/2023	0.5	100.00	50.00
TSD/PM	Print Plans for Workshop; prep for meeting; Half Travel, City Meeting	2/15/2023	1.75	100.00	175.00
AJR/Draft	Workshop to present Easements	2/15/2023	0.5	60.00	30.00
Mileage	Workshop	2/15/2023	69.6	0.66	45.94
TSD/PM	Discuss easement exhibits with AJR	2/17/2023	0.25	100.00	25.00
AJR/Draft	Easement Exhibits	2/17/2023	0.75	60.00	45.00
TSD/PM	Discuss TCE with AJR	2/20/2023	0.25	100.00	25.00
AJR/Draft	Work on easement exhibits and documents	2/20/2023	7.5	60.00	450.00
AJR/Draft	Work on easement descriptions	2/21/2023	4.25	60.00	255.00
TSD/PM	Discuss easement with AJR; respond to Frank	2/22/2023	0.25	100.00	25.00
ACW/Draft	Print out exhibits from Angelica, go over exhibits and redline changes, re-write one legal description for her to use as an example, review all redlines with Angelica.	2/22/2023	3	80.00	240.00
AJR/Draft	Work on exhibit and legal descriptions	2/22/2023	3.25	60.00	195.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.

**Amount Due This Invoice**

103 Elm Street  
Washington, MO 63090



# Invoice

636.239.4751  
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Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13C/Crescent Ave Sidewalk/Survey

Invoice Date:	Invoice #:
2/26/2023	18174

Item	Description	Date	Hours/Qty	Rate	Amount
TSD/PM	Discuss easements with ACW	2/23/2023	0.25	100.00	25.00
ACW/Draft	Redline all of the exhibits again and redline all of the legal descriptions for Angelica to make changes on, ready to sign after these updates.	2/23/2023	2	80.00	160.00
AJR/Draft	Work on exhibit and legal descriptions	2/23/2023	4.25	60.00	255.00
MRF/Surveyor	reviewed and signed easements	2/24/2023	3	100.00	300.00
TSD/PM	Review/Discuss final easements with AJR; Tcon with Frank	2/24/2023	0.5	100.00	50.00
ACW/Field	Review everything that needed changes made, all looks good and okay for Mark to sign.	2/24/2023	0.75	80.00	60.00
AJR/Draft	Working on ACW MUs, print for Signature, Scan & email City	2/24/2023	2.5	60.00	150.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.

**Amount Due This Invoice**

**\$3,695.94**

103 Elm Street  
Washington, MO 63090



# Invoice

636.239.4751  
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Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13D/Twin Oaks, MO/Stormwater

Invoice Date:	Invoice #:
2/26/2023	18175

Item	Description	Date	Hours/Qty	Rate	Amount
AJR/Draft	Review ESC plan sheets	1/31/2023	0.5	60.00	30.00
ERQ/Drafter	ESC Phase and Detail Markups	1/31/2023	1.75	40.00	70.00
TSD/PM	Review MSD Details RE: Double Catch Basin; Go over Plans with AJR; Discuss CB with RII	2/1/2023	3	100.00	300.00
AJR/Draft	Update Land Disturbance app.; Gather DCB DTLs; Update pipe network and plan sheets with DCB	2/1/2023	2.5	60.00	150.00
TSD/PM	Review SWPPP Sequence (1.25); Schedule field work for Krewsons (0.25)	2/2/2023	1.5	100.00	150.00
AJR/Draft	Work on MUs for ESC	2/2/2023	3.75	60.00	225.00
TSD/PM	Go over ESC markups with AJR	2/3/2023	0.25	100.00	25.00
AJR/Draft	Meeting with TSD to go over ESC markups, Worked on markups	2/3/2023	1.75	60.00	105.00
ERQ/Drafter	ESC TSD Markups	2/3/2023	1	40.00	40.00
TSD/PM	Tcons with St. Louis County RE: LD submittal	2/6/2023	0.5	100.00	50.00
AJR/Draft	Gathered plans and aerial photos for surveying Krewson property (1); Printed plans and permits for STLC review, created contact sheet, call with Eileen (1); Land Disturbance Permit (0.75)	2/6/2023	2.75	60.00	165.00
AJR/Draft	Travel to and from STLC DOT Office to submit ESC plans for review; filled out expense form; updated submittal folder	2/7/2023	3	60.00	180.00
Mileage	STLC DOT Office	2/7/2023	108	0.66	71.28
Fees/Permits	Parking Fee	2/7/2023	1	1.50	1.50
AJR/Draft	ESC MUs Review (0.25)	2/8/2023	0.25	60.00	15.00
ERQ/Drafter	ESC TSD and AJR Markups	2/8/2023	1	40.00	40.00
TSD/PM	Email Frank Re: Survey Schedule; Go over field work with AJR	2/14/2023	0.5	100.00	50.00
AJR/Draft	Krewson: Gather and review Survey material	2/14/2023	0.25	60.00	15.00
TSD/PM	Tcon with Eileen with STLCounty RE: Pac app, Sign Land Disturbance Permit	2/15/2023	0.5	100.00	50.00
AJR/Draft	Prep for Field work, Topo 90 & 98 Crescent Ave with ACW; Renumber csv file	2/15/2023	5.25	60.00	315.00
ERQ/Drafter	ESC Phase 1 AJR Markups (.50)	2/15/2023	0.5	40.00	20.00
AJR/Draft	Went over MUs	2/16/2023	0.25	60.00	15.00
ERQ/Drafter	Add in points to the Topo Base, Topo Survey, and Grading plan from Krewson Survey, Remove Shots from Topo Survey	2/16/2023	6.5	40.00	260.00
TSD/PM	Krewson: Go over topo Qs with ERQ (0.25)	2/17/2023	0.25	100.00	25.00
AJR/Draft	Krewson: Review new shots in surface and Topo base; Emailed Eileen signed docs	2/17/2023	4.5	60.00	270.00
ERQ/Drafter	Krewson: Remove shots from Topographic Survey; Import removed shots into Grading Plan	2/17/2023	4.75	40.00	190.00
TSD/PM	Krewson: Review topo status and plans	2/20/2023	0.25	100.00	25.00

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103 Elm Street  
Washington, MO 63090



# Invoice

636.239.4751  
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Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13D/Twin Oaks, MO/Stormwater

Invoice Date:	Invoice #:
2/26/2023	18175

Item	Description	Date	Hours/Qty	Rate	Amount
AJR/Draft	Krewson: Review new survey information	2/21/2023	2.5	60.00	150.00
TSD/PM	Review County ESC emails	2/22/2023	0.25	100.00	25.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.

**Amount Due This Invoice**

**\$3,027.78**

Credit Card List  
February 1, 2023 to February 28, 2023

Date	Name	Memo/Description	Amount
2/1/2023	Quickbooks	Monthly Fee-reaccuring fee for accounting program	85.00
2/1/2023	Zoom	Monthly Fee-reaccuring fee for zoom	14.99
2/1/2023	Adobe	Monthly Fee-reaccuring fee for computer program	14.99
2/2/2023	Lowes	items needed for the park	53.89
2/7/2023	Dunkin Donuts	coffee for meeting	4.02
2/21/2023	Capitol Plaza	reservations for conference	246.10
2/9/2023	Mutt Mitt	6 boxes of mutt mitts	919.89
2/10/2023	1356 Public House	LAMO luncheon	396.92
2/13/2023	Fish Window Cleaning	City Hall Window Cleaning on 2-13-23	239.00
2/14/2023	Schnucks	water for the Bell House	19.96
2/14/2023	Petromart	fuel for truck	52.00
2/22/2023	Oriental Trading Co.	Easter Eggs	397.68
			2,444.44
		Alderman	
		_____	
		Alderman	
		_____	

### Account Summary

Billing Cycle		02/28/2023
Days In Billing Cycle		28
Previous Balance		\$1,684.59
Purchases	+	\$2,444.44
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$17.51-
Payments	-	\$1,684.59-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

**NEW BALANCE** **\$2,426.93**

### Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$7,573.07
Available Cash	\$7,573.07
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

### Account Inquiries



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



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

### Payment Summary

<b>NEW BALANCE</b>	<b>\$2,426.93</b>
<b>MINIMUM PAYMENT</b>	<b>\$61.00</b>
<b>PAYMENT DUE DATE</b>	<b>03/25/2023</b>

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

### Corporate Activity

**TOTAL CORPORATE ACTIVITY** **\$1,684.59-**

Trans Date	Post Date	Reference Number	Transaction Description	Amount
02/09	02/09	3406208	INTERNET PMT-THANK YOU	\$1,684.59-

### Cardholder Account Summary

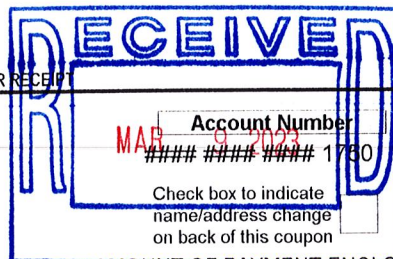
FEE ACCT 00000877-010000 #### #### #### 1768	Payments & Other Credits \$17.51-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$17.51-
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### Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/31	02/01		74142962301000000003640	REBATE CREDIT	\$17.51-

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

ENTERPRISE BANK & TRUST  
1281 N WARSON ROAD  
SAINT LOUIS MO 63132-1805



AMOUNT OF PAYMENT ENCLOSED

<b>Closing Date</b>	<b>New Balance</b>	<b>Total Minimum Payment Due</b>	<b>Payment Due Date</b>
02/28/23	\$2,426.93	\$61.00	03/25/23

\$

BL ACCT 00000877-10000000  
CITY OF TWIN OAKS



MAKE CHECK PAYABLE TO:

.....



The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**Method E - Average Daily Balance (excluding current transactions):** To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**Method G - Average Daily Balance (including current transactions):** To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**Payment Crediting and Credit Balance:** Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

**Closing Date:** The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

**Annual Fee:** If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

**Negative Credit Reports:** You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

#### BILLING RIGHTS SUMMARY

**In Case of Errors or Inquiries About Your Bill:** If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.

Please use blue or black ink to complete form

#### NAME CHANGE

Last

First

Middle

#### ADDRESS CHANGE

Street

**Cardholder Account Summary**

FRANK A JOHNSON #### #### #### 1776	Payments & Other Credits \$0.00	Purchases & Other Charges \$515.92	Cash Advances \$0.00	Total Activity \$515.92
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**Cardholder Account Detail**

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/01	02/02	PBUS03	24692163032102316768071	INTUIT *QBooks Online CL.INTUIT.COM CA	\$85.00 ✓
02/03	02/05	PBUS03	24011343034000055421433	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$14.99 ✓
02/07	02/08	PBUS03	24943003039838000297871	DUNKIN #359804 BALLWIN MO	\$4.02 ✓
02/10	02/12	PBUS03	24323043042154300034936	THIRTEENFIFTY SIX PUBLIC BALLWIN MO	\$396.92 ✓
02/20	02/21	PBUS03	24492153051869388419283	ADOBE *ACROPRO SUBS 408-536-6000 CA	\$14.99 ✓

**Cardholder Account Summary**

JOHN WILLIAMS #### #### #### 1792	Payments & Other Credits \$0.00	Purchases & Other Charges \$125.85	Cash Advances \$0.00	Total Activity \$125.85
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**Cardholder Account Detail**

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/02	02/03	PBUS03	24692163033103222950216	LOWES #01503* BALLWIN MO	\$53.89 ✓
02/14	02/15	PBUS03	24445003046000823105823	SCHNUCKS TWIN OAKS BALLWIN MO	\$19.96 ✓
02/14	02/15	PBUS03	24034543045001496899737	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$52.00 ✓

**Cardholder Account Summary**

PAULA DRIES #### #### #### 0740	Payments & Other Credits \$0.00	Purchases & Other Charges \$1,802.67	Cash Advances \$0.00	Total Activity \$1,802.67
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**Cardholder Account Detail**

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
02/10	02/10	PBUS03	24692163041108662325167	MUTT MITT.COM 856-495-5102 CA	\$919.89 ✓
02/14	02/16	PBUS03	24498133046017024377317	FISH WINDOW CLEANING 636-779-1500 MO	\$239.00 ✓
02/22	02/24	PBUS03	24789303054476300563980	OTC BRANDS INC 800-2280475 NE	\$397.68 ✓
02/22	02/24	PBUS03	24906043054041600124063	CAPITOL PLAZA JEFFERSN JEFFERSON CIT MO	\$123.05 ✓
02/22	02/24	PBUS03	24906043054041600124899	CAPITOL PLAZA JEFFERSN JEFFERSON CIT MO	\$123.05 ✓

**Additional Information About Your Account**

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO [WWW.EZCARDINFO.COM](http://WWW.EZCARDINFO.COM) AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH EZCARDINFO. ENROLL TODAY!

THE TOTAL FINANCE CHARGE PAID ON YOUR ACCOUNT DURING THE PAST YEAR WAS \$40.51.

**Finance Charge Summary / Plan Level Information**

Plan Name	Plan Description	FCM <sup>1</sup>	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases PBUS03	PURCHASE	E	\$0.00	0.04860%(D)	17.7400%(V)	\$0.00	\$0.00	0.0000%	\$2,426.93



**CITY OF  
TWIN OAKS, MISSOURI**

**MONTHLY OPERATING  
FINANCIAL STATEMENTS**

**AS OF AND FOR THE ONE MONTH  
ENDED JANUARY 31, 2023 AND  
JANUARY 31, 2022**

# CITY OF TWIN OAKS

## BALANCE SHEETS

	<b>FEBRUARY 28,</b>	
	<b>2023</b>	<b>2022</b>
<b>ASSETS</b>		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 40,434	\$ 41,683
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	-	10,492
9-112.1 Enterprise Bank- General Checking 5732	87,967	118,232
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	1,574,772	958,351
9-112.3 Enterprise Bank - Special Account 5765	59,958	59,848
9-112.4 Enterprise Bank - Debt Service Retirement 6108	-	216,771
9-116 US Bank Municipal Court Receipting Account	648	-
9-122.2 CD Meramec Valley .5987 9/8/19	-	116,488
9-128 Escrow Deposits Payable	(5,000)	(5,000)
9-129 Accrued Interest	88	88
<b>TOTAL BANK ACCOUNTS</b>	<b>1,759,103</b>	<b>1,517,189</b>
9-130 Accounts Receivable	75	75
1-180 Taxes Receivable - Road	9,554	9,554
2-180 Taxes Receivable - Park	48,839	48,839
3-180 Taxes Receivable - Sewer Lateral	1,069	1,069
4-180 Taxes Receivable - CI	41,513	41,513
9-144 Prepaid Items	7,400	7,400
9-180 Taxes Receivable - GF	149,865	149,865
9-180.1 Deferred Property Taxes Receivable	5,998	5,998
<b>TOTAL ASSETS</b>	<b>\$ 2,023,416</b>	<b>\$ 1,781,502</b>
<b>LIABILITIES AND EQUITY</b>		
<b>LIABILITIES</b>		
9-200 Accounts Payable	\$ 98,463	\$ 107,251
9-210 MVB Credit MasterCard	191	191
9-210.1 Enterprise Bank Credit Card	2,427	3,276
1-201 Accounts Payable - Cap Improve	659	659
2-201 Accounts Payable - Parks	6,274	6,274
2-240 Park Reservation Deposits	1,300	1,850
9-201 Accounts Payable - GF	4,731	4,731
9-233 LAGER Liability	2,777	310
9-239 Accrued Payroll	8,952	8,952
9-240 Community Room Deposits	1,015	870
9-281 Deferred property tax revenue-Annual Assesment	5,998	5,998
Total Other Current Liabilities	31,706	29,644
Total Current Liabilities	132,787	140,362
9-283 Deferred Income - ARPA Grant	385	-
<b>TOTAL LIABILITIES</b>	<b>133,172</b>	<b>140,362</b>
<b>FUND BALANCES</b>		
1-301 Road Fund Balance	591	591
2-301 Park & Storm Fund Balance	262,946	262,946
3-301 Sewer Lateral Fund Balance	65,448	65,448
4-301 Cap Impr Fund Balance	590,701	590,701
9-301 General Fund Balance	517,744	517,744
9-390 Retained Earnings	273,423	152,007
Net Revenues and Changes in Fund Balances	179,390	51,703
<b>TOTAL FUND BALANCES</b>	<b>1,890,244</b>	<b>1,641,140</b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 2,023,416</b>	<b>\$ 1,781,502</b>

**CITY OF TWIN OAKS, MISSOURI**  
**STATEMENTS OF REVENUES AND EXPENDITURES, FUND BALANCE AND CHANGE IN FUND BALANCE**  
**FOR THE TWO MONTHS ENDED FEBRUARY 28, 2023 AND FEBRUARY 28, 2022**

	FEBRUARY 28, 2023							FEBRUARY 28, 2022			
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE FAV / (UNFAV)	
									Amount	%	
<b>REVENUES RECEIVED</b>											
Sales Taxes	\$ -	\$ 70,397	\$ -	\$ 82,820	\$ 188,783	\$ 341,999	\$ 1,201,100	28 %	\$ 207,812	\$ 134,187	65 %
Property Taxes	-	-	13,830	-	31,895	45,726	54,900	83 %	35,188	10,537	30 %
Intergovernmental Taxes	-	-	3,480	-	3,742	7,222	26,700	27 %	5,217	2,005	38 %
Licenses, Permits & Fees	1,636	-	-	50	4,104	5,790	126,900	5 %	4,731	1,058	22 %
Grants	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	84	84	900	9 %	308	(224)	(73)%
Interest Income	65	-	-	-	3,494	3,558	2,900	123 %	316	3,243	1,027 %
	1,700	70,397	17,310	82,870	232,102	404,379	1,413,400	29 %	253,573	150,806	59 %
<b>EXPENDITURES PAID</b>											
Court	-	-	-	-	953	953	7,200	13 %	-	(953)	-
Personnel Services	-	-	10,117	6,745	34,281	51,143	285,600	18 %	37,464	(13,679)	(37)%
Administrative	-	-	-	-	11,982	11,982	117,600	10 %	9,900	(2,082)	(21)%
Operating	-	-	7,728	17,541	12,326	37,594	279,500	13 %	40,324	2,730	7 %
Contractual	-	-	-	-	4,239	4,239	70,000	6 %	12,962	8,723	67 %
Police	-	-	-	-	24,460	24,460	148,200	17 %	23,694	(765)	(3)%
Lease	-	-	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	-	6,170	-	6,170	58,600	11 %	4,907	(1,264)	(26)%
Debt Service	-	71,393	-	-	-	71,393	142,900	50 %	71,393	-	-
Capital additions											
Stormwater	-	-	-	2,165	-	2,165	2,500	87 %	-	(2,165)	-
Other	-	-	14,890	-	-	14,890	548,600	3 %	1,225	(13,665)	(1,116)%
Total	-	71,393	32,735	32,621	88,240	224,988	1,660,700	14 %	201,870	(23,119)	(11)%
Excess (deficiency) of revenues over (under) expenditures	1,700	(996)	(15,425)	50,249	143,862	179,390	(247,300)	(73)%	51,703	127,687	247 %
<b>OTHER SOURCES(USES) OF FUND</b>											
Transfers	-	8,375	15,425	(9,500)	(14,300)	-	-	-	-	-	-
<b>CHANGE IN FUND BALANCES</b>	1,700	7,379	0	40,749	129,562	179,390	(247,300)	(73)%	51,703	\$ 127,687	247 %
<b>FUND BALANCES -</b>											
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422	1,589,422		1,437,426		
End of Period	\$ 51,128	\$ 665,989	\$ 3,546	\$ 368,500	\$ 679,649	\$ 1,768,812	\$ 1,342,122		\$ 1,489,129		
<b>CHANGE IN FUND BALANCE</b>											
Budget	-	(275,900)	(46,200)	14,500	60,300	(247,300)					
Actual Over/(Under) Budget	\$ 1,700	\$ 283,279	\$ 46,200	\$ 26,249	\$ 69,262	\$ 426,690					

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

	BUDGET - FYE 12/31/2023					
	Sewer	CIST	Road	Parks	General	Total
	<b>REVENUES RECEIVED</b>					
Sales Taxes	\$ -	\$ 283,000	\$ -	\$ 332,900	\$ 585,200	\$ 1,201,100
Property Taxes	-	-	14,400	-	40,500	54,900
Intergovernmental Taxes	-	-	12,000	-	14,700	26,700
Licenses, Permits & Fees	3,900	-	-	3,200	119,800	126,900
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	100	800	900
Interest Income	100	1,100	-	800	900	2,900
	4,000	284,100	26,400	337,000	761,900	1,413,400
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	7,200	7,200
Personnel Services	-	-	58,600	39,600	187,400	285,600
Administrative	-	-	-	-	117,600	117,600
Operating	4,000	-	94,900	95,100	85,500	279,500
Contractual	-	-	-	-	70,000	70,000
Police	-	-	-	-	148,200	148,200
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	18,500	40,100	-	58,600
Debt Service	-	142,900	-	-	-	142,900
Capital additions						
Stormwater	-	-	-	2,500	-	2,500
Other	-	-	460,600	88,000	-	548,600
Total	4,000	142,900	632,600	265,300	615,900	1,660,700
Excess (deficiency) of revenues over (under) expenditures	-	141,200	(606,200)	71,700	146,000	(247,300)
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	(417,100)	560,000	(57,200)	(85,700)	-
<b>CHANGE IN FUND BALANCE</b>	-	(275,900)	(46,200)	14,500	60,300	(247,300)
<b>FUND BALANCE -</b>						
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422
End of Period	\$ 49,428	\$ 382,710	\$ (42,654)	\$ 342,251	\$ 610,387	\$ 1,342,122
<b>CHANGE IN FUND BALANCE</b>						
Budget						
Actual Over/(Under) Budget						

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

ACTUAL - FEBRUARY 28, 2023						
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 70,397	\$ -	\$ 82,820	\$ 188,783	\$ 341,999
Property Taxes	-	-	13,830	-	31,895	45,726
Intergovernmental Taxes	-	-	3,480	-	3,742	7,222
Licenses, Permits & Fees	1,636	-	-	50	4,104	5,790
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	84	84
Interest Income	65	-	-	-	3,494	3,558
	1,700	70,397	17,310	82,870	232,102	404,379
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	953	953
Personnel Services	-	-	10,117	6,745	34,281	51,143
Administrative	-	-	-	-	11,982	11,982
Operating	-	-	7,728	17,541	12,326	37,594
Contractual	-	-	-	-	4,239	4,239
Police	-	-	-	-	24,460	24,460
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	-	6,170	-	6,170
Debt Service	-	71,393	-	-	-	71,393
Capital additions						
Stormwater	-	-	-	2,165	-	2,165
Other	-	-	14,890	-	-	14,890
Total	-	71,393	32,735	32,621	88,240	224,988
Excess (deficiency) of revenues over (under) expenditures	1,700	(996)	(15,425)	50,249	143,862	179,390
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	-	-	-	-	-
<b>CHANGE IN FUND BALANCE</b>	1,700	(996)	(15,425)	50,249	143,862	179,390
<b>FUND BALANCE -</b>						
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422
End of Period	\$ 51,128	\$ 657,614	\$ (11,879)	\$ 378,000	\$ 693,949	\$ 1,768,812
<b>CHANGE IN FUND BALANCE</b>						
Budget	-	(275,900)	(46,200)	14,500	60,300	(247,300)
Actual Over/(Under) Budget	1,700	274,904	30,775	35,749	83,562	426,690

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

	ACTUAL - FEBRUARY 28, 2022					
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 41,513	\$ -	\$ 48,839	\$ 117,460	\$ 207,812
Property Taxes	-	-	8,362	-	26,826	35,188
Intergovernmental Taxes	-	-	2,004	-	3,213	5,217
Licenses, Permits & Fees	1,053	-	-	-	3,678	4,731
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	308	308
Interest Income	7	-	-	-	309	316
	1,060	41,513	10,366	48,839	151,795	253,573
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	7,282	4,887	25,295	37,464
Administrative	-	-	-	-	9,900	9,900
Operating	-	-	23,101	5,593	11,630	40,324
Contractual	-	-	-	-	12,962	12,962
Police	-	-	-	-	23,694	23,694
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	648	4,258	-	4,907
Debt Service	-	71,393	-	-	-	71,393
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	1,225	-	-	1,225
Total	-	71,393	32,257	14,738	83,482	201,870
Excess (deficiency) of revenues over (under) expenditures	1,060	(29,880)	(21,891)	34,101	68,313	51,703
<b>OTHER SOURCES(USES) OF FUND</b>						
Transfers	-	-	-	-	-	-
<b>CHANGE IN FUND BALANCE</b>	1,060	(29,880)	(21,891)	34,101	68,313	51,703
<b>FUND BALANCE -</b>						
Beginning of Year	65,448	590,701	587	262,946	517,744	1,437,426
End of Period	\$ 66,508	\$ 560,821	\$ (21,304)	\$ 297,047	\$ 586,057	\$ 1,489,129
<b>CHANGE IN FUND BALANCE</b>						
Budget						
Actual Over/(Under) Budget						



RESOLUTION NO. 2023-05

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING AN AGREEMENT BETWEEN THE CITY OF TWIN OAKS  
AND ARC PYROTECHNICS, INC. FOR FIREWORKS DISPLAYS**

---

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

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter a contract on behalf of the City of Twin Oaks with ARC Pyrotechnics, Inc., for fireworks displays. Such contract shall be in substantially the form of the contract, marked “Exhibit 1” attached hereto and incorporated herein by reference.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 15<sup>th</sup> DAY OF MARCH, 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

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Russ Fortune, Mayor

Attest:

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Frank Johnson, City Clerk/Administrator

## **Exhibit 1**



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## **Contract for Display of Fireworks by ARC Pyrotechnics, Inc.**

This Contract is made and entered into by and between ARC Pyrotechnics, Inc. (hereinafter referred to as "Display Operator") **CITY OF TWIN OAKS** (hereinafter referred to as "Client") on this **28<sup>TH</sup>** day **FEBRUARY 2023**.

### **Recitals**

Display Operator is an Oklahoma, for Profit Corporation, having its principal office at 5100 E. SEWARD ROAD, GUTHRIE, OK 73044-9075. Client is a **MUNICIPALITY/PARKS AND RECREATION** with its principal office at **1381 BIG BEND ROAD, TWIN OAKS, MO 63021**. Client desires to engage Display Operator to perform a Fireworks Display, and Display Operator desires to perform such Firework Display under the terms set forth in this Contract.

NOW, THEREFORE, for and in consideration of the sums to be paid to the Display Operator by Client, the Fireworks Display to be performed by the Display Operator, and the other promises made and obligations to be performed by the parties hereunder, the parties agree as follows:

I. **Definitions:** The words and phrases set forth below in bold print are defined as follows:

**Firework Display:** An entertainment feature at which the public or a private group is admitted or permitted to view the display or discharge of fireworks.

**Set-Up of Display:** The installation of all equipment and the loading of the fireworks on the equipment, which are to be used by the Display Operator in the performance of the Fireworks Display under this Contract.

**Tear-Down of Display:** The removal of all equipment utilized by the Display Operator in the performance of the Fireworks Display, and the search of the Fallout Area and removal therefrom of fireworks which failed to explode.

**Clean-Up of Display:** The removal of large pieces of paper, cardboard, debris, and other fireworks refuse from the Discharge Site and the Fallout Area. This does NOT include any areas that were open, accessible, or occupied by the public and/or spectators.

**Fireworks Display Site:** The area that includes the "Discharge Site", the "Fallout Area" and the "Separation Area" as those terms are defined below. The Fireworks Display Site shall be a secure area. No persons other than the Display Operator's personnel and security officials will be allowed inside the Fireworks Display Site at any time. **It is understood that there is a danger of damage and harm to any persons, property, or landscaping located within the Fireworks Display Site.**

**Discharge Site:** The area immediately surrounding the fireworks mortars, multi-shot cakes, or other equipment and items to be used in the Fireworks Display.

**Fallout Area:** The designated area in which debris is intended to fall after fireworks devices are fired.

**Separation Area:** The area between the Discharge Site and the area(s) from which spectators observe the Fireworks Display.

**Rain Date:** An agreed upon alternate date for the presentation of the Fireworks Display when unsafe weather conditions, as determined by the Display Operator, require the postponement of such Fireworks Display.

**Proposal:** The Fireworks Display Proposal document attached hereto as Exhibit A and incorporated herein by reference.

**Security Services:** On the day of the Firework Display, roping off the Separation Area and monitoring access to the Separation Area and Discharge Site with a minimum of two (2) persons, before, during and immediately after the Firework Display; on a day other than the day of the Fireworks Display if Display Operator's equipment and the fireworks are upon the Fireworks Display Site, providing reasonable observation of the Fireworks Display Site.

## II. The Performance of Firework Display:

1. Display Operator agrees to perform the Fireworks Display, as described in the attached Proposal, on the date of **JULY 3, 2023**, or on the Rain Date identified in paragraph V below.
2. The performance of Fireworks Display shall take place at **1381 BIG BEND ROAD, TWIN OAKS, MO 63021** and shall commence at such time as Display Operator determines that there is adequate darkness, the Fireworks Display Site is secure, and the conditions are safe to proceed.

3. It is agreed that, should unsafe conditions arise during the performance of the Fireworks Display, the Display Operator may halt the display. The Display Operator may resume the Fireworks Display if/when Display Operator determines safe conditions are restored.

III. **Display Operator's Responsibilities:** The responsibilities of the Display Operator under this Contract are as follows:

1. To produce to Client a valid insurance certificate, procuring liability insurance coverage in the amount of Five Million Dollars (\$5,000,000.00). The insurance certificate shall list Client as an additional named insured. If the property at which the Fireworks Display is to be performed is not owned by Client, the owner of such property shall be listed as an additional named insured. **The liability insurance coverage provided by this insurance shall be limited to liability caused by the Display Operator that is directly related to the services and responsibilities to be undertaken by Display Operator under subparagraphs 2, 3, and 4 below.** To the fullest extent permitted by law, the Display Operator agrees to defend with counsel selected by the Client, and indemnify and hold harmless the Client, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, 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 Client or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Display Operator, 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 Display Operator under the terms of this agreement. The Display Operator shall not be liable for any loss or damage attributable solely to the negligence of the Client.
2. To provide all of the following services:
  - a. Set-Up of Fireworks Display.
  - b. Operation of Fireworks Display.
  - c. Tear-Down of Fireworks Display.
3. To provide the following services which have been initialed by both parties:

- a. \_\_\_\_/\_CD\_ To obtain a Fireworks Display Permit or other required governmental authorization to conduct the Fireworks Display.
- b. \_\_\_\_/\_\_\_\_ To provide security services for the Fireworks Display Site before, during, and after the Fireworks Display and at all times when Display Operator's equipment and the fireworks are upon the Fireworks Display Site.
- c. \_\_\_\_/\_\_\_\_ To provide security services for the spectators attending the Fireworks Display.
- d. \_\_\_\_/CD\_\_ To design and produce Fireworks Display choreography.
- e. \_\_\_\_/\_\_\_\_ To provide an audio/sound system.
- f. \_\_\_\_/\_CD\_ Clean-Up of Fireworks Display.
- g. \_\_\_\_/\_CD\_ To responsibly dispose of the trash collected in the Clean-Up of the Fireworks Display Site

**If a specific service described in this subparagraph 3 is not initialed, it will not be provided by the Display Operator.**

4. To fulfill all of the above-described responsibilities and perform all of the services identified in this paragraph III, in compliance with all federal, state, and local governmental laws and regulations.

IV. **Client's Responsibilities:** The responsibilities of the Client under this Contract are as follows:

1. In consideration for the services to be performed by Display Operator hereunder, Client agrees to pay Display Operator the total sum of **TWENTY-SIX THOUSAND dollars (\$26,000)**
  - a. Upon the full execution of this Contract, the sum of **TWENTY-SIX THOUSAND dollars (\$26,000)**
  - b. The full balance is to be paid by June 3, 2023.

2. Client agrees to provide the following services which have been initialed by both parties:
  - a. \_\_\_\_/\_\_\_\_ To obtain a Fireworks Display Permit or other required governmental authorization to conduct the Fireworks Display.
  - b. \_\_\_\_/CD\_\_ To provide security services for the Fireworks Display Site before, during, and after the Fireworks Display and at all times when Display Operator's equipment and the fireworks are upon the Fireworks Display Site.
  - c. \_\_\_\_/CD\_\_ To provide security services for the spectators attending the Fireworks Display.
  - d. \_\_\_\_/CD\_\_ To provide an audio/sound system.
  - e. \_\_\_\_/\_\_\_\_ To responsibly dispose of the trash collected in the Clean-Up of the Fireworks Display Site.

Display Operator shall have no responsibility or liability for the performance of the above responsibilities initialed by the parties.

3. To the extent Client is not shielded by Missouri's law affording it sovereign immunity, Client agrees to indemnify and hold harmless Display Operator from any and all negligence claims brought in lawsuits against Display Operator for any and all accidents or incidents resulting from the acts of omissions of the Client.
  4. To the extent Client is not shielded by Missouri's law affording it sovereign immunity, Client shall be responsible for any and all Client's act or omissions resulting in injuries to the Display Operator's employees and subcontractors or resulting in damages to Display Operator's property and/or the property of the Display Operator's employees and subcontractors.
- V. **Rain Date:** The parties agree that, in the event Display Operator determines that weather conditions require the postponement of the Fireworks Display, the Rain Date will be the **8<sup>TH</sup>** day of **JULY 2023** at the same location. If the Display Operator determines that weather conditions on the Rain Date are such as to require a further delay, the parties will agree to a secondary Rain Date. The Display Operator will incur out-of-pocket costs

and expenses in the event the Fireworks Display is postponed due to adverse weather conditions. Twenty-four (24) hour-a-day on-site security will be required, as well as ongoing employee and contractor expense. If the display is not able to occur on July 3 or July 8, 2023, for any reason, the Parties shall come to a mutually agreeable date that is within one (1) year of July 4, 2023. If postponing the Fireworks Display to the agreed upon Rain Day, or secondary Rain Day, requires the Display Operator to Tear-Down the Display and re-Set-Up the Display, the parties agree that the reimbursable costs and expenses to be incurred by Display Operator will not exceed the amount of twenty percent (20%) of the contract amount.

## VI. Cancellation of Fireworks Display:

1. If Client cancels the Fireworks Display at a date more than ninety (90) days before the scheduled date of the Fireworks Display, there will be no cancellation fee charged, and any deposit made will be refunded to Client.
2. If Client cancels the Fireworks Display at a point in time more than sixty (60) days before the scheduled date of the Fireworks Display, but less than ninety-one (91) days before the scheduled date, the cancellation fee will be ten percent (10%) of the full contract price.
3. If Client cancels the Fireworks Display at a point in time less than sixty-one (61) days, but more than thirty (30) days before the scheduled date of the Fireworks Display, the cancellation fee will be fifty percent (50%) of the full Contract price.
4. If Client cancels the Fireworks Display at a date which is thirty (30) or fewer days before the scheduled date of the Fireworks Display, the full amount of the Contract price will become due and payable.

Any deposit payment made by Client in excess of the above cancellation fees will be refunded to Client.

**Client acknowledges that if Client should cancel the Fireworks Display at a point in time less than ninety-one (91) days prior to the scheduled Fireworks Display, it is almost a certainty that Display Operator will be unable to schedule a fireworks display with another client. Client acknowledges further that, beginning ninety (90) days before the Fireworks Display, Display Operator will be expending funds in preparation for the Fireworks Display by entering into contracts for the transportation of fireworks and equipment, and with its subcontractors for assistance with the Fireworks Display. The parties agree that it would be impractical or extremely difficult to fix the actual amount of the damages to the sustained**



**by Display Operator in the event of a cancellation of this Contract by Client at a point in time less than ninety-one (91) days before the scheduled date. The parties agree that the estimated cancellation fees provided for herein are fair and reasonable.**

- VII. **Remedies:** The parties agree that, in any lawsuit brought to enforce the terms of this Contract, the prevailing party shall be entitled to receive, as part of its judgment, an award of its attorney fees, as deemed reasonable by the court, together with all of its litigation costs, including court costs, fees for the service of process, travel expenses, witness fees, copy expense, court reporter fees for depositions and in court testimony, video deposition expense, transcripts and postage.
- VIII. **Complete Agreement:** This Contract, including the attached Proposal, constitutes the entire agreement between the parties. No oral promises, commitments, or agreements made by either party before or after the execution of this Contract shall be binding upon them. Any amendments, changes, or modifications to the terms set forth in this Contract must be reduced to writing and signed by both parties before said changes become binding.

Executed by the parties on the date or dates set forth opposite their names.

Display Operator  
ARC Pyrotechnics, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_

**CHRISTINE DOWERS**

Office Manager

Client

**CITY OF TWIN OAKS**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_



## Exhibit A

**Customer Name: City of Twin Oaks**

**Show Number: 14239**

**Show Date: 7/3/2023**

**Show Time: Approximately 9:20pm**

### Proposal:

One Fireworks Display lasting approximately 20-22 minutes.

150	3" Assorted Rising Tail Effects	25	3" Assorted Chrysanthemums
50	3" Palm/Willow Effects	150	3" Premium Effects
50	3" Crossette/Ring Effects	50	3" Assorted Peony Effects
180	4" Assorted Effects	50	4" Willow/Flowering Effects
180	4" Premium Effects	225	1" Multi Color Swimming Stars
108	1" Crackling Brocade	300	1" Color Crossette
130	1 ½" Color Falling Leaves	80	1 ½" Colorful Bees
400 (4-100)	1 ¼" Thunder King (4 Cakes 100 Shots Each)	50 (2-25)	1 ½" Red, White, Blue (2 Cakes 25 Shots Each)
96 (2-48)	2" Red, White, And Blue (2 Cakes 48 Shots Each)	84 (2-42)	1 ½" Crackle Comet Assorted Colors (2 Cakes 42 Shots Each)
100 (4-25)	1 ½" Gold Strobe Crossette (4 Cakes 25 Shots Each)	240	3" Red, White, Blue Finale Shells
120	3" Assorted Color Finale Chains	120	3" Brocade Crown Finale Chains

RESOLUTION NO. 2023-06

**A RESOLUTION APPROVING AN AGREEMENT WITH DAVID  
WATSON TO PROVIDE ACCOUNTING AND FINANCIAL  
CONSULTING SERVICES TO THE CITY OF TWIN OAKS.**

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**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 Professional Services Agreement on behalf of the City of Twin Oaks with David Watson for accounting and financial consulting services at a rate of \$600.00/month. The Professional Services Agreement shall be in substantially the form of Exhibit 1 and the services to be performed thereunder shall be as described in the agreement.

**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 15<sup>th</sup> DAY OF MARCH 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk/Administrator

**Exhibit 1**  
**City of Twin Oaks, Missouri**  
**PROFESSIONAL SERVICES AGREEMENT**

**City of Twin Oaks, Missouri**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and effective as of March \_\_\_\_, 2023, by and between the **City of Twin Oaks**, a municipal corporation hereinafter referred to as “City,” and **David Watson**, hereinafter referred to as “Consultant,” with a mailing address of 2446 Driftwood Lane, St. Louis Missouri, 63146.

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

**I. SCOPE OF SERVICES**

Consultant services are necessary for City for the following: *Twin Oaks – Accounting and Financial Consulting Services.*

Except as expressly specified herein, Consultant hereby agrees to provide all the supervision, labor, technical services, facilities, and materials to provide all the services and do all the things necessary to provide the City with accounting services, including:

- Monthly
  - Consult with City Clerk on preparation of financial statements;
  - Attend Board meetings where financial statements are presented (typically one meeting a month);
- Quarterly
  - Review in detail City’s financial books and records with the City Clerk;
  - Prepare and present to Board:
    - Comparative Statements of Revenues Collected and Expenditures Paid;
    - Comparative Statements of Net Position;
- Semi-Annually
  - Prepare for the Board of Aldermen its semi-annual statement of the receipts and expenditures and indebtedness of the city per Section 79.160 RSMo;
- Annually
  - Prepare and do all things necessary to qualify and file the City’s ad valorem property tax including submitting a proposed tax levy rate to the Missouri State Auditor for review;
  - Prepare or assist in the preparation of the City’s budget in compliance with Section 130.020 of the Twin Oaks Code, including a budget message;
  - Prepare/assist in the preparation of any necessary amendments to the City’s budget including attendance at budget preparation meetings with the Board of Aldermen;
- As needed, consult with City Clerk regarding:
  - Reconciliation of bank statements;
  - Other treasury matters;
  - Issues, concerns, problems, etc., regarding recording of transactions in QuickBooks.
  - Current Certificates of Participation and future financings;
- As needed, consult with Aldermen regarding:
  - Strategic financial matters;
  - Other matters, as requested;
- Coordinate and supervise the annual audit of City’s Financial Statements by an independent certified public accountant and ensure that the City’s certified audited financial reports are filed with the Missouri State Auditor;
- Consultant shall also provide other general accounting support

The above services are also generally described in the Accounting Services Proposal dated February 9, 2023 (the “Proposal”), attached as **Exhibit A** to the General Conditions incorporated herein (hereinafter collectively referred to as the “Services”).

The Services shall be provided by Consultant in accordance with all the provisions of the Contract and attached **City of Twin Oaks General Conditions** for the Services which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

## II. COMPENSATION

The City hereby agrees to pay the Consultant on a quarterly basis for the Services as set forth below and in the Proposal:

Monthly charge for accounting services: \$600

## 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 Services for the fees, prices, rates, or schedule of values set forth in the Proposal.

## IV. TERM; OPTION TO EXTEND; AMENDMENT

The initial term of the Agreement shall be from April 1, 2023, to March 31, 2025, and upon the expiration of the initial term may be extended by one (1) year at the City's option, subject to annual appropriation ("Renewal Term"). The agreement may be terminated by the City without notice as set forth in the General Conditions and by Contractor with ninety (90) days' notice. The cost of services charged by Consultant for the Renewal Term shall be the same as the Initial Term. The Agreement may be amended by the parties in writing.

## V. 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.

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

**City of Twin Oaks, Missouri**

\_\_\_\_\_  
**David Watson**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

**CITY OF TWIN OAKS  
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT  
GENERAL CONDITIONS**

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

**Compliance with Laws.** The Consultant 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, Consultant 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 Consultant 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 that the Consultant (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." Consultant'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 Consultant 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 Consultant.

**Indemnification.** To the fullest extent permitted by law, the Consultant 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, arising from Consultant's breach of the Contract or out of services and operations performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this agreement. The Consultant 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, Consultant agrees that this indemnification requires Consultant to obtain insurance in amounts specified herein and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

**Insurance.** The Consultant shall obtain and maintain for itself during the term of the Consultant/Professional Services Agreement professional liability insurance coverage as maybe provided in the Agreement or by the City. 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 Consultant 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 Consultant 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 Consultant 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 Consultant has adequate insurance to cover the Consultant 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 Consultant'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 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/Confidentiality.** The Consultant 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. Consultant shall not disclose any confidential client information without the specific consent of the City. 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 Consultant 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 Consultant, 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 Consultant 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 Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant 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 Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Contract an amount equal to the cost of all Services performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant 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 Consultant 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 Consultant 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 Consultant.

**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 Consultant 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 Consultant/Professional Services Agreement or proposal of the Consultant, 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 Consultant 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 Consultant created in performance of or relating to this Consultant/Professional Services Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

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

**Representations.** Consultant 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 Consultant/Professional Services Agreement.

EXHIBIT A  
Scope of Services/Proposal

**David V. Watson  
2446 Driftwood Lane  
Saint Louis, Missouri 63146**

**PROPOSAL TO PROVIDE ACCOUNTING AND FINANCIAL  
CONSULTING SERVICES**

SCOPE OF SERVICES

Provide services that include:

- Preparation of monthly financial statements as desired by the board and City administrator/City Clerk. Generally, the statements will be presented at the second regular board meeting of each month.
- Prepare State of Missouri required financial reports including a semi-annual statement of receipts and expenditures and disclosure of indebtedness of the City of Twin Oaks as provided by Section 79.160 RSMo.
- Assist the City Administrator/City Clerk in calculating and submission of the City's ad valorem property tax.
- Assist the City Administrator/City Clerk in preparation and modifications of the City annual budget of all funds in accordance with State and City laws, regulations and practices.
- Provide supervision and coordination with City auditors on the annual audit and preparation of the Comprehensive Annual Financial Report of the City's financial statements and submission to the Government Finance Officers and the Missouri State Auditors office.
- Continuously consult and provide accounting and financial assistance to the City Administrator/City Clerk on all issues related to the City's finances including investments, cash reconciliations, debt management, pension (IAGERS), software, and strategic plans.

QUALIFICATIONS

Please consider the attached resume detailing over forty (40) years of experience in municipal accounting and finance experience as part of this proposal.

TERMS AND PROPOSED FEES

Services will commence on a mutually agreed dated for a period of two years but may be terminated by the City without notice and by David Watson with ninety (90) days' notice.

Fees shall be \$600 per month, billed on a quarterly basis.

Submitted by:

David V. Watson

2/9/2023

David V. Watson

Date

Email: [davc63146@yahoo.com](mailto:davc63146@yahoo.com)

Phone: (314) 608-6144

Accepted by: City of Twin Oaks

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

RESOLUTION NO. 2023-07

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING INSURANCE PROPOSALS BY C. J. THOMAS, INC.**

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**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 the proposal from C.J. Thomas on behalf of Hudson Insurance Company as set forth in “Exhibit 1” attached hereto and incorporated herein by reference (the “Liability Proposal”) for Commercial Property; Commercial Automobile; Commercial General Liability, Public Entity Management Liability, Excess Errors & Omissions Liability, and Umbrella Liability; and Workers Compensation insurance coverage from April 3, 2023 through April 3, 2024, at a total premium of \$ \_\_\_\_\_.

**Section 3.** The City Clerk and Mayor are hereby authorized to execute contract(s) of insurance under the terms and at the price(s) contained in the Liability Proposal, Work Comp Proposal, and the Terrorism Proposal and to take such other actions on behalf of the City of Twin Oaks to ensure that the coverage is in place.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 15<sup>th</sup> DAY OF MARCH 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

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Russ Fortune, Mayor

Attest:

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Frank Johnson, City Clerk/Administrator

Exhibit 1

# City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

**March 10, 2023**

## General Updates

### **Park Sewer Account**

- After several months of investigation by both the City and Propper Construction Services, the City has determined that the MSD sewer account associated with the comfort station in Twin Oaks Park has been erroneously paid by Propper since 2018.
- The account was mistakenly assumed to be for the detention pond on Ann Avenue previously maintained by the City, so the City requested Propper pay the account when the apartments were completed and the larger detention facility was constructed. The City will be taking responsibility for the account back over and will be working with Propper to reimburse them appropriately.

### **CPR Training Class**

- Valley Park FPD has confirmed that April 15 will work for the CPR training class, and that they will not charge us the instructor fee. The class will be held at the Twin Oaks Town Hall. Staff will coordinate with Valley Park on registration and promotion.

## Project Updates

### **Pedestrian Bridge Replacement**

- SCE attended the Park Committee on March 9 and gave an overview of the options for the bridge replaced. The Park Committee recommended the City select the bowstring steel truss model.
- The engineer performing the assessment will need to do a physical evaluation of the abutments before any recommendation can be made on their re-use. This evaluation will require removing at least some portion of the existing bridge deck.

### **Crescent Ave. Sidewalk**

- ORC has stated that they will have the offer letter and appraisals completed by Tuesday, March 14 for Board review and approval at the March 15 meeting.
- BFA has received initial feedback from St. Louis County on the land disturbance permit for the project. They have asked for letters of approval for the project from MSD. BFA does not anticipate that MSD will require us to receive a permit from them for the project, at this point. The City will also need a letter from the City of Valley Park for the small portion that is in Valley Park.