

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
TWIN OAKS TOWN HALL  
1381 BIG BEND ROAD  
WEDNESDAY, APRIL 5, 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 15, 2023
  - b) Board of Aldermen Work Session Meeting Minutes from March 15, 2023
  - c) Board of Aldermen Closed Session Meeting Minutes from March 15, 2023
  - d) Bills List from March 12 to March 31, 2023
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
  - a) Police Report — Lt. Magee
- 7) CITIZEN COMMENTS
- 8) NEW BUSINESS
  - a) Resolution No. 2023-08: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING THE CITY CLERK’S REQUEST TO DESTROY CERTAIN RECORDS.
  - b) Resolution No. 2023-09: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH CROWDER CONSTRUCTION, INC., FOR THE REMOVAL AND REPLACEMENT OF SIDEWALK LOCATED AT THE INTERSECTION OF BIG BEND ROAD AND HIGHWAY 141.
- 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) ADJOURNMENT

Frank Johnson  
City Clerk/Administrator

POSTED: April 3, 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,  
TWIN OAKS TOWN HALL  
ST. LOUIS COUNTY, MISSOURI  
WEDNESDAY, MARCH 15, 2023**

Mayor Russ Fortune called the meeting of the Twin Oaks Board of Aldermen to order at 7:13 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, Financial 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 Fortune asked if there were any additions or changes to the Agenda. With no questions or changes being requested, Mayor Fortune asked for a motion to approve the Agenda. Alderman Lisa Eisenhauer motioned to approve the agenda, seconded by Alderman Tim Stoeckl. 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 March 1, 2023; Work Session Minutes from March 1, 2023; Bills list from February 25 to March 11, 2023; and Credit Card List from February 1 to February 28, 2023. Alderman Dennis Whitmore motioned to approve the consent agenda, seconded by Alderman April Milne. The motion passed by a unanimous voice vote.

**REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS**

**Financial Statements:** Financial Consultant Jeff Blume reported that the City's current balance sheet is strong. Mr. Blume added that The City's revenue appears to continue to trend upward with the addition of Aldi's. Mr. Blume reminded the Board that the revenue is always strongest at the beginning of the year and will balance out throughout the year. The City is in good financial standing.

**Park Committee:** Chairman Joe Krewson presented the Park Committee report. The Park Committee will be stuffing Easter Eggs on March 25 from 10:00-12:00 in the Community Room at City Hall. Mr. Krewson stated that volunteers would be much appreciated and that coffee and donuts will be provided. The Easter Egg Hunt will be on April 8, 2023 at 10:00 am.

Mr. Krewson remarked that the Circle of Concern sent a nice letter to the Park Committee regarding their appreciation for the donation from the Bingo/Chili Evening.

The Concerts for the summer have all been confirmed. Crossfire will be performing in August. Mr. Krewson presented a flier announcing all the bands and dates for the 2023 summer.

Mr. Krewson communicated to the Board that the Presbyterian Church had been contacted regarding the dates for all the Park and City events for the summer. The church didn't have any issues with the back parking lot being used for these events. The Church did ask for assistance with picking up any trash that may be left following events.

The Park Committee did review the various bridge designs that will replace the existing bridge in the Twin Oaks Park. The Park Committee did recommend the Bowstring Steel Truss bridge design but Mr. Krewson did agree with the Boards decision on the wood bridge after reviewing all the details that were presented to the Board at the Work Session.

### **CITIZEN COMMENTS**

There were no citizen comments.

### **NEW BUSINESS**

**Resolution No. 2023-05: A Resolution of the Twin Oaks Board of Aldermen Approving an Agreement with ARC Pyrotechnics for the 2023 Fireworks Display in Twin Oaks Park.** City Clerk/Administrator Frank Johnson read the resolution. City Clerk/Administrator Johnson reviewed the contract with the Board noting that there was a slight price increase from 25,500 to 26,000. City Clerk/Administrator directed the Boards attention to the contract's details on additional cost for cancellation for any reason including canceling for rain. ARC Pyrotechnics has the right to call off any performance if they feel that there is anything that might go wrong. Following a discussion, Alderman Whitmore asked that the date and the location that is spelled out in the contract be corrected. With no further questions, Alderman Whitmore motioned to approve Resolution No. 2023-05 as amended, seconded by Alderman Milne. The motion passed by a unanimous voice vote.

**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.** City Clerk/Administrator Johnson read the resolution. The Board reviewed the proposed contract with David Watson for accounting services. City Clerk/Administrator compared this current contract to previous contract for accounting services. The contract met or exceeded all the RFP requirements.

Mayor Fortune asked for any further questions regarding Resolution No. 2023-06. Alderman Milne motioned to approve Resolution No. 2023-06, seconded by Alderman Whitmore. The motion passed by a unanimous voice vote.

**Resolution No. 2023-07: A Resolution of the Twin Oaks Board of Aldermen Approving Insurance Proposals by C.J. Thomas, Inc.** City Clerk/Administrator Johnson read the resolution. This resolution is the annual insurance renewal from C.J. Thomas, Inc. City Clerk/Administrator discussed adding cyber insurance to the policy. Following a discussion with the City's IT provider the additional insurance was not added. The Board reviewed the policy to insure everything in the City has insurance coverage, including all structures in the Twin Oaks Park. Mayor Fortune asked for any further questions regarding Resolution No. 2023-07. Alderman Eisenhauer motioned to approve Resolution No. 2023-07, seconded by Alderman Stoeckl. The motion passed by a unanimous voice vote.

### **DISCUSSION ITEMS**

There were no discussion items.

### **ATTORNEY'S REPORT**

There was no Attorney Report at this time.

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

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He stated that the City has spent the last several months working to resolve an issue with the MSD sewer account for Twin Oaks Park that has been incorrectly paid by Propper Construction since 2018. The account was mistakenly believed to be for the detention pond on Anne Avenue. The City will resume paying for the account and will work with Propper to provide any necessary reimbursement.

### **MAYOR & ALDERMEN COMMENTS**

Mayor Fortune informed the Board that he will not be at the April 5<sup>th</sup> Board of Alderman Meeting.

Alderman Milne stated that she was concerned about SB 131, which proposes to eliminate sales tax on food. This bill would eliminate a main source of revenue for the City of Twin Oaks. The Board agreed that this will affect so many municipalities and small towns that it will not move forward, but they will continue to monitor the bill.

Alderman Stoeckl stated that he was impressed with the new Valley Park Fire Protection District station house building and the staff, following the Board's tour of the facility at the previous meeting.

**FINAL CITIZEN COMMENTS**

There were no final 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: legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its Attorneys (610.021(1) RSMo.), Alderman Eisenhauer so motioned, seconded by Alderman Whitmore. The motion passed 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 7:50 pm.

**ADJOURNMENT**

The Board returned from closed session at 8:19 p.m. There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Milne so motioned, seconded by Alderman Whitmore and the regular meeting was adjourned at 8:20 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  
TWIN OAKS CITY HALL  
CITY OF TWIN OAKS BOARD OF ALDERMEN  
WEDNESDAY, MARCH 15, 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  
Dave Watson, Financial Accountant  
Paul Mezei, Project Manager, SCE, Inc.

**Proposal for Accounting Services**

City Clerk/Administrator Frank Johnson introduced Dave Watson to the Board as a potential candidate for the City of Twin Oaks Financial Accountant. Mr. Watson was invited to the work session to introduce himself to the Board and answer any questions.

Mr. Watson stated that he has recently retired as Financial Director of Marilyn Heights. Mr. Watson has had a successful career that spans over 48 years in several municipalities. Mr. Watson expertise includes extensive knowledge of municipalities, employee benefits, business practice set up, and professional financial consulting. Mr. Watson stated that he was very impressed with the City of Twin Oaks and its commitment to providing detailed financial information.

**Twin Oaks Park Lake Bridge Replacement**

City Clerk/Administrator Frank Johnson introduced Paul Mezei with SCE. Mr Mezei is the Project Manager for the Twin Oaks Bridge replacement project. Mr. Mezei was present to answer any questions regarding the various design proposals. There were five different designs presented to the Board. The bridges presented offered wood and steel options and various finishes. All the bridges could have a composite wood flooring. Following a discussion by the Board regarding cost, maintenance, the replacement or reuse of the existing abutments, the Board instructed City Clerk/Administrator to go forward with the

wooden arch bridge model and request some additional information on several possible modifications to the design.

**ADJOURNMENT**

Alderman April Milne motioned to adjourn the Work Session Meeting at 7:04 p.m., seconded by Alderman Lisa Eisenhauer, 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



City of Twin Oaks  
Bills and Applied Payments  
March 11, 2023 through March 31, 2023

Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12516	3/7/2023	Beis Plumbing LLC comfort station repairs in the park	10703-2	\$1,616.00	\$1,616.00	4/5/2023
12517	3/14/2023	Alternative Rain start up and repairs for irrigation systems	17392	\$302.40		
	3/15/2023	testing and repairs for intersection irrigation systems	17393	\$1,116.30		
	3/15/2023	irrigation testing and repairs for the Twin Oaks Park	17399	\$982.80		
	3/27/2023	rebuilt seeping valve in park	17411	\$443.50	\$2,845.00	4/5/2023
12518	3/6/2023	Trugreen lawn service	171520413	\$88.34	\$88.34	4/5/2023
12519	3/12/2023	St Louis County Public Works occupancy inspection for apt 352, 239	T03122300055003	\$150.00	\$150.00	4/5/2023
12520	3/20/2023	Traffic Control Company 12'round post for solar radar sign	18894	\$78.10		4/5/2023
	3/29/2023	post cap	19003	\$9.10	\$87.20	4/5/2023
12521	3/20/2023	Another Wild Goose Chase goose control for 1-2-23 to 2-5-23	2536	\$800.00		
		goose control for 2-6-23 to 3-5-23	2537	\$640.00		
		goose control for 3-6-23 to 4-2-23 mulch for City Hall, Twin Oaks Park, 141/Big Bend intersection & entrance to Boly Ln.	2538	\$640.00	\$2,080.00	4/5/2023
12522	3/21/2023	ECO Construction LLc	1355	\$8,850.00	\$8,850.00	4/5/2023
12523	3/26/2023	Ani Chereji refund for pavilion reservation	PR032623	\$50.00	\$50.00	4/5/2023
12524	3/22/2023	Marco monthly contract for copier	11022558	\$67.35	\$67.35	4/5/2023
12525	4/1/2023	General Code annual maintenance	120900	\$1,195.00	\$1,195.00	4/5/2023
12526	3/31/2023	Kevin Meyer Reimbursement for eligible sewer lateral repair		\$2,962.60	\$2,962.60	4/5/2023
ACH	3/17/2023	AF Group insurance premium payment over the phone-checking account	1000607808	\$1,406.50	\$1,406.50	3/17/2023
AutoPay	3/15/2023	The Brain Mill monthly service contract fees	220351	\$1,192.00	\$1,192.00	4/3/2023
AutoPay	3/6/2023	AT&T telephone charges for city hall	11803	\$120.14	\$120.14	3/28/2023
AutoPay	3/7/2023	AT&T telephone charges for 50 Crescent	9698	\$96.01	\$96.01	3/29/2023
AutoPay	3/15/2023	American Water monthly charges for 1 Twin Oaks Ct Park	8845	\$74.10	\$74.10	4/6/2023
AutoPay	3/22/2023	American Water monthly charges for City Hall	7767	\$57.36	\$57.36	4/13/2023
AutoPay	3/22/2023	American Water monthly charges for City Hall Irrg	8240	\$32.62	\$32.62	4/13/2023
AutoPay	3/22/2023	American Water monthly charges for 1240 Derbyshire Irrg	6868	\$57.98	\$57.98	4/13/2023
AutoPay	3/24/2023	American Water monthly charges for 50 Crescent	6457	\$10.29	\$10.29	4/17/2023
AutoPay	3/24/2023	American Water monthly charges for 1312 Big Bend Rd Irrg	5681	\$54.87	\$54.87	4/17/2023
AutoPay	3/22/2023	MSD monthly sewer charges for 50 Crescent	0813150-0	\$33.61	\$33.61	4/11/2023
AutoPay	3/24/2023	Ameren monthly charges for 1 Twin Oaks Ct	5112	\$531.92	\$531.92	4/17/2023
AutoPay	3/24/2023	Ameren monthly charges for intersection at 141/Big Bend	9007	\$69.39	\$69.39	4/17/2023
AutoPay	3/24/2023	Ameren monthly charges for 50 Crescent	2123	\$26.15	\$26.15	4/17/2023
AutoPay	3/24/2023	Ameren monthly charges for water pump	7008	\$11.51	\$11.51	4/17/2023
AutoPay	3/24/2023	Ameren monthly charges for City Hall	8004	\$1,139.31	\$1,139.31	4/17/2023
AutoPay	3/24/2023	Spire monthly charges for 50 Crescent	361	\$144.98	\$144.98	4/10/2023
AutoPay	3/24/2023	Spire monthly charges for City Hall	3056	\$219.35	\$219.35	4/3/2023
		Alderman				
		Alderman				



## CITY OF TWIN OAKS POLICE ACTIVITY REPORT March 2023

Radio CFS:	23
Self-Initiated Assignments:	90
Police Reports Written:	5
Total Traffic Stops:	27

### Arrests:

Felony	0
Misdemeanor	0
Summons (Arrest Notification)	0

### Auto Accidents:

Injury	0
Non Injury	3

Locations: (2) Big Bend Rd and Meramec Station, Big Bend Rd and MO141 HWY

Crimes Reported:	0
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Patrol Bicycle Program:	11.8 hours
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RESOLUTION NO. 2023-09

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING THE CITY CLERK'S REQUEST TO DESTROY CERTAIN  
RECORDS.**

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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 City Clerk's request, attached as "Exhibit 1" and incorporated herein by reference, to destroy certain records of the City in keeping with the record retention policies of the City of Twin Oaks and the State of Missouri.

**Section 2.** 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 5<sup>th</sup> DAY OF APRIL 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

Records to be destroyed with approval of Board of Aldermen

**Accounts Payable Records**

Local Records Retention Schedule Code GS007

Minimum Retention: Completion of Audit

While the City will retain digital copies of these contracts, the following paper copies will be destroyed:

Invoices and Check Vouchers for payments in 2021.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Board of Aldermen at Board Meeting on \_\_\_\_\_, 2023.

\_\_\_\_\_  
**Frank Johnson**  
**City Clerk/Administrator**

Records destroyed on \_\_\_\_\_, and witnessed by \_\_\_\_\_.

# Records to be destroyed with approval of Board of Aldermen

## Accounts Receivable Records

Local Records Retention Schedule Code GS008

Minimum Retention: Completion of Audit

While the City will retain digital copies of these contracts, the following paper copies will be destroyed:

Tax distribution statements and deposit sheets for calendar year 2021.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Board of Aldermen at Board Meeting on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Frank Johnson  
City Clerk/Administrator

Records destroyed on \_\_\_\_\_, and witnessed by \_\_\_\_\_.

# Records to be destroyed with approval of Board of Aldermen

## **Banking and Investment Records**

Local Records Retention Schedule Code GS010

Minimum Retention: Completion of Audit plus 1 year

While the City will retain digital copies of these contracts, the following paper copies will be destroyed on July 1, 2023:

Bank Statements and reconciliations for calendar year 2021.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Board of Aldermen at Board Meeting on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Frank Johnson  
City Clerk/Administrator

Records destroyed on \_\_\_\_\_, and witnessed by \_\_\_\_\_.

# Records to be destroyed with approval of Board of Aldermen

## **Contracts, Leases, and Agreements**

Local Records Retention Schedule Code GS050

Minimum Retention: 2 years after expiration

While the City will retain digital copies of these contracts, the following paper copies will be destroyed:

Business Licenses 2017-18, 2018-19, 2019-20  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Board of Aldermen at Board Meeting on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Frank Johnson  
City Clerk/Administrator

Records destroyed on \_\_\_\_\_, and witnessed by \_\_\_\_\_.

# Records to be destroyed with approval of Board of Aldermen

## **Contracts, Leases, and Agreements**

Local Records Retention Schedule Code GS055

Minimum Retention: 5 years after contract expiration for accepted bids  
3 years for rejected bids

While the City will retain digital copies of these contracts, the following paper copies will be destroyed:

2014 Leaf Vacuuming Bids and RFP; 2016 Grass Cutting/Trimming and RFP;  
2014 Snow and Ice Management Bids and RFP; 2013 Snow and Ice Management  
Bids and RFP; 2017 Fireworks Bids and RFP; 2014 IT Services Bids and RFP; 2014  
Waste Collection and Disposal Bids and RFP

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**Approved by Board of Aldermen at Board Meeting on \_\_\_\_\_, 2023.**

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**Frank Johnson**  
**City Clerk/Administrator**

**Records destroyed on \_\_\_\_\_, and witnessed by \_\_\_\_\_.**



# Records to be destroyed with approval of Board of Aldermen

## Contracts, Leases, and Agreements

Local Records Retention Schedule Code GS060

Minimum Retention: 5 years after expiration

While the City will retain digital copies of these contracts, the following paper copies will be destroyed:

See attached Exhibit A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Board of Aldermen at Board Meeting on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Frank Johnson  
City Clerk/Administrator

Records destroyed on \_\_\_\_\_, and witnessed by \_\_\_\_\_.

Exhibit A

**RECORDS TO BE DESTROYED**

<b>Contractor</b>	<b>Date</b>	<b>Service Provided</b>
Amec Foster Wheeler	May 19, 2017	Landscape Design
BMI	March 1, 2017	Music copyright
Caroling Saint Louis	Oct. 5, 2017	Caroling for Holiday Lighting Event
Chesterfield Fence and Deck	Oct. 10, 2017	Fence Repair and Gate Install
Christian the Magician	June 7, 2017	Magic Show for Family Fun Day
Circus Kaput	Aug. 2, 2017	Family Entertainment
J&M Displays	May 3, 2017	Fireworks Display
Gateway Design and Construction	May 17, 2017	Asphalt Pavement Repairs
Hendel Lawncare	Sept. 20, 2017	Leaf Collection
Juniper Substrate	April 5, 2017	Musical Performance
Lake Management	Dec. 6, 2017	Pond Treatments
Landmark Sign Company	Dec. 21, 2017	Town Hall Signage
Lester Painting	May 3, 2017	Traffic Pole Painting
Mity Lite	Sept. 6, 2017	Furnishings for Town Hall
Oreo & Botta	Oct. 18, 2017	Driveway Installation
Neopost	Nov. 16, 2017	Postage Machine
Scott Laytham	Feb. 21, 2017	Musical Entertainment
SESAC	March 8, 2017	Music copyright
STL Holiday Lighting	Sept. 25, 2017	Holiday Lighting Decorations

RESOLUTION NO. 2023-09

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING  
AN AGREEMENT WITH CROWDER CONSTRUCTION, INC., FOR  
REPAIRING AND REINFORCING ERODED AREAS OF THE ACCESS ROAD  
FOR TWIN OAKS PARK.**

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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 contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with Crowder Construction, Inc., for services relating to repairing and reinforcing two eroded edge sections of the Twin Oaks Park access road, 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 4<sup>th</sup> DAY OF APRIL 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 A

### **Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT**

THIS AGREEMENT, made and effective as of \_\_\_\_\_ by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Crowder Construction, Inc.**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 28 Front St., Valley Park, MO 63088.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for repairing and reinforcing two eroded edge sections of the Twin Oaks Park access road, 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: *Repairing and Reinforcing Eroded Areas of the Twin Oaks Park Access Road at 1 Twin Oaks Ct, Twin Oaks, MO 63021.*

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

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

#### **II. SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC**

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

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

Any injury to person or property due to the Contractor's failure to adequately provide all necessary traffic control and safety barriers, signage, lane markers, and other necessary equipment—including, but not limited to, injury to the public, injury to the Contractor's or the City's employees, or damage to property—will be the sole responsibility of the Contractor and Contractor expressly holds City harmless and agrees to indemnify the City as set forth in the City's General Conditions which are attached and incorporated herein by reference. The Contractor's failure to adequately provide all necessary traffic control and safety barriers, signage, lane markers, and other necessary equipment indicating closure of a lane on Big Bend Road east or west of its intersection with Highway 141 shall be a material breach of this Contract.

**II. COMPENSATION**

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

Due at the City's final acceptance of the Work: \$2,250.00

**III. TIME AND MANNER OF PAYMENTS**

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

**IV. CONTRACT SCHEDULE**

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

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

**CROWDER CONSTRUCTION, INC**

**CITY OF TWIN OAKS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

**GENERAL CONDITIONS**  
**CITY OF TWIN OAKS, MISSOURI**  
**CONTRACTOR SERVICES AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**Proposal**





28 Front Street, Valley Park, MO 63088  
O: 636-861-9095 F: 636-861-1283  
WWW.CROWDERCONSTRUCTION.NET

March 30, 2023

John Williams  
City of Twin Oaks  
1381 Big Bend Road  
Twin Oaks, MO 63021

Estimate to install a 2' wide 150' long clean gravel edge along the east side of the park access road. On the west side of the road a 3' (average width) wide 175' long area would be covered with fabric and gabion rock. A 10' extension of the gabion rock would be installed down the slope where the water is currently eroding a channel. An additional 20' long area of gabion rock topped with 1" clean would be installed on the right side of the road leading down to the park.

Project total.....\$2,250.00

Member BBB with A+ rating ♦ 41 years experience in concrete construction ♦ Fully insured

**Exhibit B  
Insurance**

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

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

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

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

# City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

**March 31, 2023**

## General Updates

### **CPR Training Class**

- We currently have six registrants for the CPR training class, which will be held on April 15 at 9 a.m.

### **Accountant Transition**

- Staff met with Dave Watson, the City's new accountant, on March 28th to discuss the transition. Mr. Watson will be spending the next several weeks establishing his process for preparing and presenting the monthly financial statements.

### **Committee Vacancies**

- The City currently has two vacancies on the Planning and Zoning Commission and one vacancy on the Park Committee. If you know of any residents who would potentially be interested in serving, please let Mayor Fortune know.

### **Certificate of Achievement for Excellence in Financial Reporting**

- The Government Finance Officers Association has awarded the City the Certificate of Achievement for Excellence in Financial Reporting for the 2020 audit. This is the nth year in a row that the City has earned this recognition.

## Project Updates

### **Curb Repair for Golden Oak Ct.**

- The curb repair work completed last year on Golden Oak Ct. has shown signs of erosion and sinking in the fill areas next to the curb. Byrne and Jones has agreed to come back out this spring to add additional fill and re-seed the areas.

### **Radar Sign**

- After investigating several options, maintenance staff were able to locate a spot on Crescent Avenue where the solar-powered radar sign could be installed. The pole has been erected and the sign itself will be mounted in the next week or two.

### **Pedestrian Bridge Replacement**

- Staff has informed SCE of the options the Board would like to see for the timber frame bridge, as discussed at the March 30th special meeting, and is waiting to get an updated cost back.

### **Crescent Ave. Stormwater and Sidewalk Improvements**

- Staff has asked BFA to review the previously discussed option for piping the stormwater runoff and prepare an updated cost estimate. BFA will also perform an initial assessment of how this would impact stormwater runoff on Crescent Road.