

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, APRIL 27, 2022, 7:00 p.m.**

This meeting of the Twin Oaks Board of Aldermen will be livestreamed on Facebook so that the public may watch and listen to the meeting virtually. The livestream of the meeting will be accessible by tablet/laptop/PC or mobile device at www.facebook.com/twinoaksmo.

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 Work Session Minutes from April 13, 2022
 - b) Board of Aldermen Regular Meeting Minutes from April 13, 2022
 - c) Bills List from April 9 to April 22, 2022
- 6) ELECTION RESULTS
 - a) Resolution No. 2022-11: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN ACCEPTING THE ABSTRACT OF THE CITY ELECTION HELD ON APRIL 5, 2022 AS RETURNED TO THE CITY BY THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY.
- 7) ADJOURNMENT SINE DIE
- 8) OATHS OF OFFICE
- 9) ROLL CALL
- 10) ELECT BOARD PRESIDENT
- 11) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Financial Statements — Jeff Blume
 - b) Park Storyboard Project — Doug Tabachik, Park Committee
- 12) PRELIMINARY CITIZEN COMMENTS

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

13) NEW BUSINESS

- a) Resolution No. 2022-12: A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WESTERN FENCE & DECK LLC FOR MATERIALS AND SERVICES RELATED TO SPLIT RAIL FENCE INSTALLATION IN TWIN OAKS PARK.
- b) Reappointments to the Planning and Zoning Commission — Jeff Graves and Roger Loesche

14) DISCUSSION ITEMS

15) ATTORNEY'S REPORT

16) CITY CLERK'S REPORT

17) MAYOR AND ALDERMEN COMMENTS

18) FINAL CITIZEN COMMENTS

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

19) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: April 25, 2022, 11:00 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 WORK SESSION
TWIN OAKS CITY HALL
CITY OF TWIN OAKS BOARD OF ALDERMEN
WEDNESDAY, APRIL 13, 2022**

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

Mayor Russ Fortune-yea

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

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

Code Enforcement Process – County Review

City Clerk/Administrator Frank Johnson provided the Board with the results from the code enforcement sweep performed by St. Louis County on March 25, 30 and 31. The purpose of the sweep was to identify potential violations in the City. City Clerk/Administration Johnson noted that the County found a relatively small number of issues compared to what was expected. The majority of the potential violations concerned exterior property maintenance, non-operational/unlicensed vehicles and parking. Discussion ensued.

The Board directed City Clerk/Administrator Johnson to send a letter to residents summarizing the findings of the sweep in broad terms and highlighting the main areas of concerns with the goal of encouraging residents to address any such issues on their property. City staff can then follow up any remaining potential violations in the next several months. The Board also directed City Clerk/Administrator Johnson to create additional educational and outreach materials for residents concerning code enforcement.

ADJOURNMENT

Alderman Lisa Eisenhauer motioned to adjourn the Work Session Meeting at 6:48 p.m., seconded by Alderman Milne and motion passed with the unanimous consent of the Board.

Drafted By: _____
Frank Johnson,
City Clerk/Administrator

Date of Approval: _____

ATTEST:

Frank Johnson,
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, APRIL 13, 2022**

The meeting of the Twin Oaks Board of Aldermen was called to order at 7:00 pm. Roll Call was taken:

Mayor: Russ Fortune – yea

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

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

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

APPROVAL OF THE AGENDA

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

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of the Regular Session Minutes of March 23, 2022; the Bills List from March 19 to April 8, 2022; and the Credit Card list from March 1 to March 31, 2022.

Alderman Lisa Eisenhauer motioned to approve the consent agenda seconded by Alderman Stoeckl. The motion passed by a voice vote.

REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS

Police Report: Officer John Wehner reviewed the March Police Report. Radio calls, police reports, and self-initiated calls remained about the same as in February. Officer Wehner reported that there were five auto accidents and three crimes.

ALPR Camera Presentation: Officer Wehner presented the Board with St. Louis County’s analysis of the best locations for automatic license plate reader (ALPR) cameras in or near Twin Oaks. The cameras are typically mounted on poles at signalized intersections where they can be connected to power and fiber optics. The County considered several possible intersections on Big

Bend Road and recommended placement of up to four cameras at the entrance to the Big Bend Square Shopping center at 1300 Big Bend Road. The cameras would be positioned to scan vehicles going east and west on Big Bend as well as entering the two shopping centers to the north and south. St. Louis County Police Sgt. Conrady explained how the cameras can be used to solve crimes and gave a recent example involving a string of vehicle thefts. Discussion ensued.

Alderman Milne stated that she believed it would be more appropriate for the owners of the shopping centers to purchase the cameras, since they would primarily be used for protection of the businesses. Alderman Stoeckl motioned, seconded by Alderman Eisenhauer, to purchase and donate two cameras covering the east- and west-bound traffic on Big Bend Road. The motion passed by voice vote. City Attorney Paul Rost requested that the County send him a copy of the form the use to accept the donations so that it can be drafted for approval by the Board at an upcoming meeting.

PRELIMINARY CITIZEN COMMENTS

There were no preliminary citizen comments.

NEW BUSINESS

Bill No. 22-08: An Ordinance Amending Articles I-III of Chapter 605, Business and Occupation Licenses and Regulations, of the City of Twin Oaks. City Clerk/Administrator Frank Johnson stated that proposed revisions to the business licenses regulations would help make the gross receipts fee more equitable for new businesses. No changes are being proposed for existing business. Mayor Fortune asked for any questions regarding Bill No. 22-08. Alderman Denise Milne motioned to approve Bill No. 22-08, seconded by Alderman Eisenhauer, and the motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Eisenhauer-yea, Alderman Whitmore-absent, and Alderman Stoeckl-yea. Mayor Fortune stated that Bill No. 22-08 being duly passed becomes Ordinance No. 22-08.

Resolution No. 2022-09: A Resolution Approving and Authorizing the Mayor to Execute an Agreement with Chesterfield Fence & Deck Co., Inc., for Fence Installation Services in Twin Oaks Park. City Clerk/Administrator Johnson stated that this work is for replacing the southern border fence in the Park. Three bids were received and staff is recommending Chesterfield Fence & Deck Co. as the lowest and best bid based on the quality of the contractor, the quality of the materials to be used, and the warranty included for the work. Mayor Fortune asked for any questions regarding Resolution No. 2022-09. Alderman Stoeckl motioned to approve Resolution No. 2022-09, seconded by Alderman Eisenhauer. The motion passed by a voice vote of two yeas and one abstain.

Resolution No. 2022-10: A Resolution of the Twin Oaks Board of Aldermen Approving the City Clerk's Request to Destroy Certain Records. Mayor Fortune asked for any questions regarding Resolution No. 2022-10. Alderman Milne motioned to approve Resolution No. 2022-10, seconded by Alderman Eisenhauer. The motion passed by voice vote.

DISCUSSION ITEMS

There were no discussion items.

ATTORNEY'S REPORT

There was no Attorney's report.

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 he had contacted Secure Document Destruction regarding hosting a City-sponsored shred and received a quote of \$300 per hour. The vendor is currently booked through the spring and summer, so the event would likely need to be in the fall.

City Clerk/Administration Johnson stated that he had also obtained several quotes for street sweeping, but the prices have increased substantially. The Board agreed to hold off on any street sweeping until the fall following the leaf pick-up.

MAYOR & ALDERMEN COMMENTS

Mayor Fortune congratulated Aldermen Milne and Stoeckl on their successful re-election, and the City for the passage of Proposition U.

Alderman Milne stated that she had talked with AT&T regarding the exposed cables in her yard as a result of the fiber optic work recently performed in the City. City Clerk/Administrator Johnson stated that he has a contact at AT&T that may be able to assist residents who have a similar issue.

Alderman Milne also stated that she had heard from several residents on Autumn Leaf that the berm installed on the Twin Oaks Presbyterian Church property appears to be successful in preventing excessive stormwater runoff in their backyards.

FINAL CITIZEN COMMENTS

There were no citizen comments

ADJOURNMENT

There being no further business, Mayor Russ Fortune adjourned the regular meeting at 7:54 p.m.

Drafted By: _____
Frank Johnson
City Clerk/Administrator

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

**City of Twin Oaks
Bills and Applied Payments
April 10, 2022 thru April 22, 2022**

Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
		Legal Services provided for the month of March. Includes ROW application review and revisions; use tax research and memorandum; business license regulations review and revisions; fireworks contract amendment; sign permit revisions.	66794	\$3,334.00		
Cunningham, Vogel & Rost	3/31/2022					
		Retainer/basic services provided for the month of March. Includes preparing materials for and attending board meetings	66795	\$1,224.50	\$4,558.50	4/27/2022
Hendel Lawncare	4/11/2022	Spring leaf pickup	16932	\$810.00	\$810.00	4/27/2022
St. Louis County-Public Works	4/3/2022	Occupancy inspection for apt. 523	TO40322000 55002	\$75.00		
	4/11/2022	Occupancy inspection for apt. 119	TO40322000 55003	\$75.00	\$150.00	4/27/2022
Tech Electronics	4/7/2022	Upgraded wireless transmitter for City Hall alarm system.	133685	\$1,296.00	\$1,296.00	4/27/2022
Maryam Adnan	4/13/2022	refund for a canceled Park Pavillion Rental		\$50.00	\$50.00	4/27/2022
TruGreen	4/7/2022	Monthly Lawn Care for City Hall	155219120	\$82.95	\$82.95	4/27/2022
US Bank NA	4/11/2022	Fee for refinancing of 2017 COPs for Town Hall construction	6492869	\$1,000.00	\$1,000.00	4/27/2022
Michelle Merrill	4/9/2022	refund for Park Pavillion Rental		\$100.00	\$100.00	4/27/2022
Shaeffer Electric Company, Inc.	4/18/2022	replaced heater in men's bathroom in Twin Oaks Park	38817	\$2,500.00	\$2,500.00	4/27/2022
Chesterfield Fence & Deck Lake Management Services, Inc.	4/21/2022	deposit for replacement fence in Twin Oaks Park	m248	\$13,024.40	\$13,024.40	4/27/2022
	4/15/2022	treatment for upper and lower pond	18420	\$336.00	\$336.00	4/27/2022
AutoPay MSD	4/8/2022	monthly payment for City Hall	1219399-1	\$32.48	\$32.48	4/28/2022
AutoPay The Brain Mill	4/15/2022	Monthly bill for internet-May	6430	\$1,192.00	\$1,192.00	5/1/2022
AutoPay AT&T	4/6/2022	monthly bill for City Hall	11803	\$118.24	\$118.24	4/30/2022
AutoPay AT&T	4/7/2022	monthly bill for 50 Crescent	9698	\$94.11	\$94.11	5/1/2022
AutoPay Quadient	4/8/2022	postage for mailings	4610	\$300.00	\$300.00	4/19/2022
		Alderman				
		Alderman				

RESOLUTION NO. 2022-11

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
ACCEPTING THE ABSTRACT OF THE CITY ELECTION HELD
ON APRIL 5, 2022 AS RETURNED TO THE CITY BY THE BOARD
OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY.**

WHEREAS, a true and correct abstract of the Twin Oaks election held April 5, 2022 was certified and returned by the St. Louis County Board of Election Commissioners (“Election Results,” attached as Exhibit 1 and incorporated herein by reference) to the City of Twin Oaks; and

WHEREAS, the Board of Aldermen wishes to accept the Election Results;

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

Section 1. The Election Results, accepted hereby, demonstrate that that the following candidates were elected at the April 5, 2022 General Election to fulfill two (2) year terms to serve until successors shall have been elected or appointed and qualified for the positions of two Aldermen as follows:

Aldermen: Tim Stoeckl

April Milne

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 27th DAY OF APRIL 2022, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Yea Nay

Lisa Eisenhauer
Tim Stoeckl April
Milne Dennis
Whitmore

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

Canvass Results Report
 Precinct Name
 Run Time
 Print Date

ST. LOUIS COUNTY, MISSOURI

GENERAL MUNICIPAL ELECTION

4/5/2022

Official Results
 Registered Voters
 Precinct Name
 Polling Places Reporting

CITY OF TWIN OAKS - ALDERPERSON-AT-LARGE - Two year term Vote For Two

Precinct	TIM C. STOECKL	APRIL MILNE	ZACHARY MARTIN	Cast Votes	Consolidated Results Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
QUE - 032	65	64	26	155	96	96	397	24.18%
Totals	65	64	26	155	96	96	397	24.18%

Canvass Results Report
 Election Name
 Run Time
 Print Date

ST. LOUIS COUNTY, MISSOURI

GENERAL MUNICIPAL ELECTION

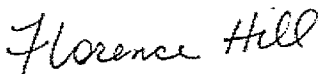
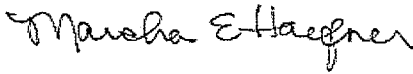
4/5/2022

Official Results
 Registered Voters
 Polling Places Reporting

CITY OF TWIN OAKS - PROPOSITION U - Simple Majority Required

Precinct	YES	NO	Cast Votes	Consolidated Results Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
QUE - 032	51	40	91	96	96	397	24.18%
Totals	51	40	91	96	96	397	24.18%

WE, THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, ACTING AS THE VERIFICATION BOARD PURSUANT TO 115.507,RSMo, HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT ABSTRACT OF VOTES CAST AT THE GENERAL MUNICIPAL ELECTION HELD IN ST. LOUIS COUNTY, MISSOURI, ON APRIL 5, 2022. IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HAND AT OUR OFFICE IN ST. ANN, ST. LOUIS COUNTY, MISSOURI, ON APRIL 13, 2022.

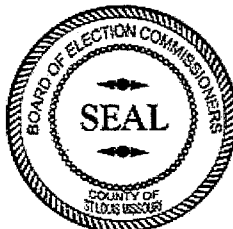


ROBERT CHAMBERS, CHAIRMAN

PATRICIA YAEGER, SECRETARY

MARSHA HAEFNER, COMMISSIONER

FLORENCE HILL, COMMISSIONER





**CITY OF
TWIN OAKS, MISSOURI**

**MONTHLY OPERATING
FINANCIAL STATEMENTS**

**AS OF AND FOR THE THREE
MONTHS ENDED MARCH 31, 2022
AND MARCH 31, 2021**

CITY OF TWIN OAKS, MISSOURI

BALANCE SHEET

MARCH 31, 2022 and 2020

	2022	2021
ASSETS		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 41,687	\$ 58,819
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	10,492	10,486
9-112.1 Enterprise Bank- General Checking 5732	34,120	64,541
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	1,050,608	822,633
9-112.3 Enterprise Bank - Special Account 5765	59,850	59,821
9-112.4 Enterprise Bank - Debt Service Retirement 6108	225,114	125,024
9-122.2 CD Meramec Valley .5987 9/8/19	116,488	115,879
9-128 Escrow Deposits Payable	(5,000)	(5,000)
9-129 Accrued Interest	88	88
Total Bank Accounts	1,533,683	1,252,527
9-130 Accounts Receivable	75	75
1-180 Taxes Receivable - Road	9,554	13,736
2-144 Prepaid Expenses	-	5,000
2-180 Taxes Receivable - Park	48,839	44,403
3-180 Taxes Receivable - Sewer Lateral	1,069	1,512
4-180 Taxes Receivable - CI	41,513	45,343
9-144 Prepaid Items	7,400	6,916
9-180 Taxes Receivable - GF	149,865	137,436
9-180.1 Deferred Property Taxes Receivable	5,998	5,998
TOTAL ASSETS	\$ 1,797,996	\$ 1,512,946
LIABILITIES AND EQUITY		
LIABILITIES		
9-200 Accounts Payable	\$ 62,428	\$ 17,017
9-210 MVB Credit MasterCard	191	191
9-210.1 Enterprise Bank Credit Card	2,149	1,029
1-201 Accounts Payable - Cap Improve	659	5,341
2-201 Accounts Payable - Parks	6,274	5,174
2-240 Park Reservation Deposits	2,750	1,400
9-201 Accounts Payable - GF	4,731	14,605
9-233 LAGER Liability	559	(2,867)
9-239 Accrued Payroll	8,952	8,883
9-240 Community Room Deposits	770	470
9-281 Deferred property tax revenue-Annual Assesment	5,998	5,998
9-283 Deferred Income - ARPA Grant	385	-
TOTAL LIABILITIES	95,846	57,241
FUND BALANCES		
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	292,630	392,720
9-302 General Fund - Debt Sinking Fund	225,114	125,024
9-390 Retained Earnings	153,447	5
NET REVENUES	111,274	18,270
TOTAL FUND BALANCE	1,702,151	1,455,705
TOTAL LIABILITIES AND FUND BALANCES	\$ 1,797,996	\$ 1,512,946

CITY OF TWIN OAKS, MISSOURI
STATEMENTS OF REVENUES AND EXPENDITURES, FUND BALANCE AND CHANGE IN FUND BALANCE
FOR THE THREE MONTHS ENDED MARCH 31, 2022 AND MARCH 31, 2021

	MARCH 31, 2022								MARCH 31, 2021		
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE FAV / (UNFAV)	
										Amount	%
REVENUES RECEIVED											
Sales Taxes	\$ -	\$ 81,801	\$ -	\$ 96,236	\$ 198,792	\$ 376,829	\$ 978,100	39 %	\$ 263,790	\$ 113,038	43 %
Property Taxes	-	-	8,423	-	26,826	35,248	69,600	51 %	45,454	(10,205)	(22)%
Intergovernmental Taxes	-	-	2,911	-	3,505	6,416	27,400	23 %	6,648	(231)	(3)%
Licenses, Permits & Fees	1,053	-	-	-	5,915	6,968	106,200	7 %	9,896	(2,928)	(30)%
Grants	-	-	-	-	-	-	40,000	-	-	-	-
Miscellaneous Revenue	-	-	-	1,200	363	1,563	6,000	26 %	520	1,043	201 %
Interest Income	10	-	-	-	409	419	500	84 %	426	(7)	(2)%
	1,064	81,801	11,334	97,436	235,811	427,445	1,227,800	35 %	326,734	100,710	31 %
EXPENDITURES PAID											
Personnel Services	-	-	13,457	9,003	44,067	66,527	273,400	24 %	62,865	(3,662)	(6)%
Administrative	-	-	-	-	46,002	46,002	118,800	39 %	41,422	(4,580)	(11)%
Operating	-	-	33,533	21,975	17,192	72,700	260,100	28 %	62,550	(10,149)	(16)%
Contractual	-	-	-	-	15,487	15,487	85,000	18 %	17,100	1,613	9 %
Police	-	-	-	-	35,542	35,542	140,900	25 %	34,419	(1,123)	(3)%
Lease	-	-	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	1,517	5,755	-	7,271	51,000	14 %	7,227	(44)	(1)%
Debt Service	-	71,393	-	-	-	71,393	142,800	50 %	71,393	-	-
Capital additions											
Stormwater	-	-	-	-	-	-	-	-	2,001	2,001	100 %
Other	-	-	1,250	-	-	1,250	100,500	1 %	9,487	8,237	87 %
Total	-	71,393	49,756	36,732	158,290	316,171	1,172,500	27 %	308,464	(7,707)	(2)%
Excess (deficiency) of revenues over (under) expenditures	1,064	10,407	(38,422)	60,704	77,521	111,274	55,300	201 %	18,270	93,004	509 %
OTHER SOURCES(USES) OF FUND											
Transfers	-	(45,522)	38,422	(14,300)	21,400	-	-	-	-	-	-
CHANGE IN FUND BALANCE	1,064	(35,115)	(0)	46,404	98,921	111,274	55,300	201 %	18,270	\$ 93,004	509 %
FUND BALANCE -											
Beginning of Year	49,872	665,332	591	329,703	489,567	1,535,065	1,535,065		1,437,426		
End of Period	\$ 50,935	\$ 630,218	\$ 591	\$ 376,106	\$ 588,488	\$ 1,646,338	\$ 1,590,365		\$ 1,455,696		
CHANGE IN FUND BALANCE											
Budget	300	(127,600)	(3,100)	24,600	161,100	55,300					
Actual Over/(Under) Budget	\$ 764	\$ 92,485	\$ 3,100	\$ 21,804	\$ (62,179)	\$ 55,974					

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

	BUDGET - FYE 12/31/2022					
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 240,100	\$ -	\$ 270,500	\$ 467,500	\$ 978,100
Property Taxes	-	-	22,600	-	47,000	69,600
Intergovernmental Taxes	-	-	10,700	-	16,700	27,400
Licenses, Permits & Fees	4,700	-	-	-	101,500	106,200
Grants	-	-	-	-	40,000	40,000
Miscellaneous Revenue	-	-	-	4,100	1,900	6,000
Interest Income	100	-	-	-	400	500
	4,800	240,100	33,300	274,600	675,000	1,227,800
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	55,800	42,600	175,000	273,400
Administrative	-	-	-	-	118,800	118,800
Operating	4,500	-	89,900	85,800	79,900	260,100
Contractual	-	-	-	-	85,000	85,000
Police	-	-	-	-	140,900	140,900
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	19,600	31,400	-	51,000
Debt Service	-	142,800	-	-	-	142,800
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	67,500	33,000	-	100,500
Total	4,500	142,800	232,800	192,800	599,600	1,172,500
Excess (deficiency) of revenues over (under) expenditures	300	97,300	(199,500)	81,800	75,400	55,300
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	(53,500)	196,400	(57,200)	-	85,700
CHANGE IN FUND BALANCE	300	43,800	(3,100)	24,600	75,400	141,000
FUND BALANCE -						
Beginning of Year	49,872	665,332	591	329,703	489,567	1,535,065
End of Period	\$ 50,172	\$ 709,132	\$ (2,509)	\$ 354,303	\$ 564,967	\$ 1,676,065
CHANGE IN FUND BALANCE						
Budget						
Actual Over/(Under) Budget						

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

ACTUAL - MARCH 31, 2022						
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 81,801	\$ -	\$ 96,236	\$ 198,792	\$ 376,829
Property Taxes	-	-	8,423	-	26,826	35,248
Intergovernmental Taxes	-	-	2,911	-	3,505	6,416
Licenses, Permits & Fees	1,053	-	-	-	5,915	6,968
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	1,200	363	1,563
Interest Income	10	-	-	-	409	419
	1,064	81,801	11,334	97,436	235,811	427,445
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	13,457	9,003	44,067	66,527
Administrative	-	-	-	-	46,002	46,002
Operating	-	-	33,533	21,975	17,192	72,700
Contractual	-	-	-	-	15,487	15,487
Police	-	-	-	-	35,542	35,542
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	1,517	5,755	-	7,271
Debt Service	-	71,393	-	-	-	71,393
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	1,250	-	-	1,250
Total	-	71,393	49,756	36,732	158,290	316,171
Excess (deficiency) of revenues over (under) expenditures	1,064	10,407	(38,422)	60,704	77,521	111,274
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	1,064	10,407	(38,422)	60,704	77,521	111,274
FUND BALANCE -						
Beginning of Year	49,872	665,332	591	329,703	489,567	1,535,065
End of Period	\$ 50,935	\$ 675,740	\$ (37,831)	\$ 390,406	\$ 567,088	\$ 1,646,338
CHANGE IN FUND BALANCE						
Budget	300	43,800	(3,100)	24,600	75,400	141,000
Actual Over/(Under) Budget	764	(33,393)	(35,322)	36,104	2,121	(29,726)

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

	ACTUAL - MARCH 31, 2021					
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 56,768	\$ -	\$ 66,785	\$ 140,238	\$ 263,790
Property Taxes	-	-	12,954	-	32,500	45,454
Intergovernmental Taxes	-	-	2,466	-	4,182	6,648
Licenses, Permits & Fees	1,635	-	-	-	8,261	9,896
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	450	70	520
Interest Income	13	-	-	-	413	426
	1,649	56,768	15,420	67,235	185,663	326,734
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	13,023	8,682	41,159	62,865
Administrative	-	-	-	-	41,422	41,422
Operating	2,060	-	27,393	12,098	21,000	62,550
Contractual	-	-	-	-	17,100	17,100
Police	-	-	-	-	34,419	34,419
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	1,110	6,118	-	7,227
Debt Service	-	71,393	-	-	-	71,393
Capital additions						
Stormwater	-	-	-	2,001	-	2,001
Other	-	-	9,487	-	-	9,487
Total	2,060	71,393	51,012	28,899	155,100	308,464
Excess (deficiency) of revenues over (under) expenditures	(411)	(14,626)	(35,592)	38,336	30,563	18,270
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(411)	(14,626)	(35,592)	38,336	30,563	18,270
FUND BALANCE -						
Beginning of Year	65,448	590,701	587	262,946	517,744	1,437,426
End of Period	\$ 65,037	\$ 576,075	\$ (35,005)	\$ 301,282	\$ 548,307	\$ 1,455,696
CHANGE IN FUND BALANCE						
Budget						
Actual Over/(Under) Budget						

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WESTERN FENCE & DECK LLC FOR MATERIALS AND SERVICES RELATED TO SPLIT RAIL FENCE INSTALLATION IN TWIN OAKS PARK.

WHEREAS, for some time the City of Twin Oaks (the “City”) has been seeking a supplier and contractor to replace the split rail fence in Twin Oaks park but has been unable to find anyone with specializing in split rail fences; and,

WHEREAS, recently the City located Western Fence & Deck, LLC who has proposed to do the work for \$6,350; and,

WHEREAS, Section 145.070 (“Bid Evaluation Guidelines”) of the Twin Oaks Purchasing Policy authorizes an exception to the requirement of obtaining three bids when there is only one acceptable vendor capable of furnishing a particular service or commodity, as long as there is Board of Aldermen approval for purchases greater than five thousand dollars (\$5,000.00); and,

WHEREAS, the City Clerk/Administrator with City staff input has determined that Western Fence & Deck LLC’s is a reasonable proposal; and,

WHEREAS, the Board of Aldermen has considered the recommendation from the City Clerk/Administrator and has reviewed the proposal and has determined Western Fence & Deck’s proposal to be appropriate and acceptable.

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter a Contractor Services Contract on behalf of the City of Twin Oaks with Western Fence & Deck LLC, for the Twin Oaks Park split rail fence removal & construction project in an amount not to exceed \$6,350.00 per the proposal marked “Exhibit A” to the Contractor Services Contract attached hereto as Exhibit 1 and incorporated herein by reference. Such Contractor Services Contract shall be in substantially the form of the contract, marked “Exhibit 1” attached hereto and incorporated herein by reference.

Section 2. The findings made in the recitals hereto are incorporated in and made an essential part of this Resolution.

Section 3. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.

THIS RESOLUTION WAS PASSED AND APPROVED THE 27th DAY OF APRIL 2022, BY
THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit 1
Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT made and effective as of April 27, 2022, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **Western Fence & Deck LLC**, a Missouri limited liability company, hereinafter referred to as “Contractor,” with a business mailing address of 21 Vance Road, Valley Park, Missouri 63088.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for remove and replace all decorative split rail cedar fencing in the Twin Oaks Park, as described on Exhibit A (the “Proposal”), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

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

I. SCOPE OF SERVICES

Contractor’s services are necessary for the following Project of City: Split Rail Fence—Twin Oaks Park 2022.

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

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

II. COMPENSATION

Upon completion of the Work to the satisfaction of the City, and within thirty days (30) days of final written invoice by the Contractor, the City hereby agrees to pay the Contractor an amount not to exceed **\$6,350.00** for the Work as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Work.

III. TIME AND MANNER OF PAYMENTS

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

IV. CONTRACT SCHEDULE

Time is of the essence. The Work shall be commenced on _____, 2022, and shall be completed in a reasonable manner no later than _____, 2022. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$100.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

WESTERN FENCE & DECK, LLC

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

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

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

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

- **Work Authorization Program.** If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Exhibit B) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- **Proof of Lawful Presence.** Section 208.009 RSMo., requires that all applicants at the time of application for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

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

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

Insurance. The Contractor shall obtain and maintain for itself during the term of the Project and the City-Contractor Agreement liability insurance coverage of at least \$2,000,000 aggregate and \$450,000 per occurrence or as maybe provided in the Agreement. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed for the Services. Before commencing any Services, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph and bearing an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted. The City may waive any insurance coverages or amounts required to be carried by the Contractor under this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

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

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

City.

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

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Services performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

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

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

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

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

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

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

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

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

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

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

Exhibit A

WESTERN FENCE & DECK

21 Vance Rd.
Valley Park MO
63088

John Williams
Twin Oaks Park
Twin Oaks MO

PH: 314-315-0182

Fence Bid

Remove and Replace all decorative split rail cedar. Re-use rebar.

TOTAL: \$6350

Permits, drawings, materials, labor, demo and disposal included.

If you would like to book the job please call our Sales Manager Carole Stanhope at 636-215-1730.

If you have any questions and/or would like to get the ball rolling on this project please contact me on my personal cell or Carole on the shop phone anytime.

Thank you,

Chuck Abrahamson
www.westernfences.com
Personal cell: 314-315-0182
Shop phone: 636-215-1730

**EXHIBIT B
AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now _____, first being duly sworn, on my oath and affirms that _____ (“Company”) is enrolled and will continue to participate in federal work authorization program with respect to employees that will work in connection with the contracted services related to and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company’s participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIAPTES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER’S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo.).

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

) ss.

County of _____)

Subscribed and sworn to before me this ____ day of _____, 2022.

My commission expires:

Notary Public

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

April 22, 2022

General Updates

County Code Review

- The inspector from St. Louis County completed his code sweep of the City during the week of March 28. A report of the violations he observed are included as part of the work session agenda for the April 13 meeting. Follow-up letter mailed Friday.

2021 Audit

- Work on the 2021 Audit is nearing completion. Botz Deal is still on track to present their findings at a May Board meeting.

Use Tax Adoption

- The City has submitted the paperwork to the Department of Review for enactment of the use tax following the successful passage of Proposition U. The required documents were sent by certified mail on April 20.

Project Updates

Park Fence

- The contract for the Park fence replacement has been finalized. A start date for the project has not been set yet but will likely be in late July.

Comfort Station Heater

- Schaeffer Electric completed installation of the new heater for the men's restroom on April 13.

Utility Work on Crescent Avenue

- The utility work by Missouri American Water for the new Valley Park FPD station has been completed, and the permanent pavement restoration was mostly completed on April 5. Maintenance Supervisor John Williams inspected the repair and it meets the City's standards.
- There still remains one additional patch from utility work that needs to be permanently restored. The general contractor has stated that this should be completed in the next several weeks when they pour the new sidewalk at the stop sign.

Exhibit C

(If applicable)