

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
TWIN OAKS TOWN HALL  
1381 BIG BEND ROAD  
WEDNESDAY, MAY 3, 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 April 19, 2023
  - b) Board of Aldermen Work Session Minutes from April 19, 2023
  - c) Bills List from April 15 to April 28, 2023
- 6) ELECTION RESULTS
  - a) Resolution No. 2023-11: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN ACCEPTING THE ABSTRACT OF THE CITY ELECTION HELD ON APRIL 4, 2023 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) Police Report — Officer John Wehner
- 12) CITIZEN COMMENTS
- 13) NEW BUSINESS
  - a) Resolution No. 2023-12: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH RADARSIGN LLC FOR FURNISHING BATTERY REFURBISH KITS FOR TC-400 SPEED RADAR SIGNS.
  - b) Boards/Committees/Commissions
    - i) Karen Dresner — Reappointment to the Board of Adjustment

- ii) Lana Stoeckl — Reappointment to the Board of Adjustment
- iii) Joe Krewson — Reappointment to the Park Committee
- iv) John Antonacci — Appointment to the Planning and Zoning Commission

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) CLOSED SESSION

20) ADJOURNMENT

Frank Johnson  
City Clerk/Administrator

POSTED: May 1, 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, APRIL 19, 2023**

Mayor Russ Fortune called the meeting of the Twin Oaks Board of Aldermen to order at 7:05 p.m. Roll Call was taken:

Mayor: Russ Fortune – yea

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

Also Present: Frank Johnson, City Clerk/Administrator  
Paul Rost, City Attorney  
David Watson, Financial Accountant

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 amended the proposed agenda. Mayor Fortune added an appointment of a new park committee member to the Discussion Items. With no additional questions or changes being requested, Mayor Fortune asked for a motion to approve the Agenda. Alderman April Milne motioned to approve the agenda, seconded by Alderman Denise Whitmore. The motion passed by a voice vote of 3 yeas, 0 nays and 1 absent.

**APPROVAL OF THE CONSENT AGENDA**

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of Regular Meeting Minutes from April 5, 2023; Bills list from April 1 to April 14, 2023; and Credit Card List form March 1 to March 31, 2023. Alderman Tim Stoeckl motioned to approve the consent agenda, seconded by Alderman Whitmore. The motion passed by a voice vote of 3 yeas, 0 nays and 1 absent.

**REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS**

**Financial Statements:** Financial Consultant David Watson reported on the City’s current revenues and expenditures. Mr. Watson has created a new format to present to the Board for the financial report. The City’s current fund balance is strong at two million. Sales revenues were down for the month of March but are expected to rebound in April. Mayor Fortune welcomed Mr.

Watson to the City. The Board remarked favorably to the new format presented by Mr. Watson. The Board agreed that simplified charts are easier to read and more straightforward.

**Park Committee:** Mr. Joe Krewson presented the Park Committee report and noted that the April meeting for the Park Committee was canceled due to a lack of quorum. Mr. Krewson stated that the Easter Egg Hunt was a success and that participants enjoyed all the activities that were offered. The Valley Park Fire Department was also able to attend the event. Mr. Krewson told the board that the Park Committee will be communicating with the Valley Park Fire Department on all future events in the park.

Mr. Krewson stated that the committee is continuing to look for more carnival activities for Family Fun Day and are open to any suggestions or ideas. The event will be discussed at the May Park Committee Meeting.

Mayor Fortune asked if he could go ahead and make the appointment to the Park Committee at this time. Mayor Fortune recommended Ellen Beary, a 45-year-old resident of Twin Oaks and former nurse, and stated she is enthusiastic about joining the Park Committee. Alderman Whitmore motioned to approve Ms. Beary to the Park Committee, seconded by Alderman Milne. The motion passed by a voice vote of 3 yeas, 0 nays and 1 absent.

### **CITIZEN COMMENTS**

There were no citizen comments.

### **NEW BUSINESS**

**Bill No. 23-05: An Ordinance Amending the 2023 Budget and Ratifying All Related Prior Expenditures.** City Clerk/Administrator Frank Johnson read the Bill and explained that this is needed to amend the forecasted budget from September 2022. He stated that several year-end expenditures came in larger than anticipated. This bill will bring all accounts into balance and can then be submitted to finalize the audit. City Clerk/Administrator Johnson read the Bill a second time. With no questions, Alderman Whitmore motioned to approve Bill No. 23-05, seconded by Alderman Milne. The motion passed on a roll call vote as follows: Alderman Eisenhower-absent, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-yea. Mayor Fortune stated that Bill No. 23-05 being duly passed; becomes Ordinance No. 23-05.

**Bill No. 23-06: An Ordinance Adopting and Enacting a New Code of Ordinances of the City of Twin Oaks, County of St. Louis, State of Missouri; Establishing the Same; Providing for the Repeal of Certain Ordinances not Included Therein, Except as Herein Expressly Provided; Providing for the Manner of Amending such code of Ordinances; Providing Penalty for the Violation Thereof; and Providing when this Ordinances Shall Become Effective.** City Clerk/Administrator Johnson read the bill. This bill adopts the annual statutory updates from the City's codification company, incorporating any changes necessary due to changes in state law or for enhancing the clarity of the City code. City Clerk/Administrator read the bill for a second time. With no questions, Alderman Milne motion to approve Bill No 23-06, seconded by

Alderman Stoeckl. The motion passed on a roll call vote as follows: Alderman Eisenhower-absent, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-yea. Mayor Fortune stated that Bill No. 23-06 being duly passed; becomes Ordinance No. 23-06.

**Resolution No. 2023-10: A Resolution Awarding the 2023 Twin Oaks Parks Lake Pedestrian Bridge Replacement Project to SCE, Inc. and Authorizing the Mayor to Execute an Agreement for Same.** City Clerk/Administrator Johnson read the resolution. City Clerk/Administrator Johnson reviewed the contract to award SCE the bridge project. He stated that the total cost does include the replacement of the abutments, and there will be an engineering assessment to determine if the replacement is necessary. Mayor Fortune asked for any further questions regarding Resolution No. 2023-10. Alderman Stoeckl motioned to approve Resolution No. 2023-10, seconded by Alderman Whitmore. The motion passed by a voice vote of 3 yeas, 0 nays and 1 absent.

### **DISCUSSION ITEMS**

**Appointment of a new Park Committee Member:** Mayor Fortune appointed Ellen Beary to the Park Committee during the Park Committee report.

### **ATTORNEY'S REPORT**

Attorney, Paul Rost stated that the Missouri Legislature has an amendment that appears to be favored to pass. This is an amendment to legislation regarding Home-Based Business. If this bill passes it will simplify the definition of home-based business and eliminate the restriction against requiring business licenses.

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

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He informed the Board that the City will be purchasing an additional fireproof file cabinet for permanent records and a new clear podium for the Board room. He also stated that maintenance staff were able to successfully install the solar-powered radar sign on Crescent Avenue.

### **MAYOR & ALDERMEN COMMENTS**

Mayor Fortune asked City Clerk/Administrator Johnson to look into the cost of replacing all the street lights in Twin Oaks with LED bulbs. He stated that the new LED lights are brighter, cast a larger lighted area, and create more security in the evening. There have been a few light posts that have the new LED bulbs and there is a significant difference. Mayor Fortune also mentioned how successful the Easter Egg Event had been and thanked everyone that volunteered.

Alderman Whitmore spoke about the CPR class that was held on April 15, 2023. There were nine participants that included two Aldermen and one staff member. He stated that the class was informative and thorough, and Alderman Whitmore thought that an additional class should be

offered to the community, the Board agreed and asked City Clerk/Administrator Johnson to schedule an additional class. Alderman Whitmore requested that the City's AED device be placed out in the lobby for easy access in case of an emergency. City Clerk/Administrator Johnson stated that he will look into options for hanging the AED.

**FINAL CITIZEN COMMENTS**

There were no final citizen comments.

**ADJOURNMENT**

There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Milne so motioned, seconded by Alderman Stoeckl and the regular meeting was adjourned at 7:35 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, APRIL 19, 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 –absent  
Tim Stoeckl-yea  
Dennis Whitmore –yea  
April Milne – yea

Also Present: City Clerk/Administrator, Frank Johnson  
Paul Rost, City Attorney  
Tiffany Danz, BFA  
Angelica Rodgers, BFA

**Crescent Avenue Sidewalk Project-Storm Water improvements**

City Clerk/Administrator Frank Johnson introduced Tiffany Danz from BFA to present the updated Storm Water Improvements on Crescent Ave. Mrs. Danz presented to the Board the updated engineering plans for the Crescent Ave. Improvement Project, and the proposed costs. Previous plans have been updated to accommodate changes creating a more comprehensive project. This project will be in stages and include storm water collection, road improvements, and sidewalk installation. The first stage of the project will begin with addressing storm water runoff and pedestrian safety. The City of Twin Oaks will be adding pipes along the north side of the Crescent Ave. to capture the stormwater runoff, with the goal of eventually directing it to Fishpot Creek. Mrs. Danz discussed with the Board, depth of the ditch, placement of the pipe, and using bends or manhole covers for pipe maintenance. Discussion ensued, and the Board agreed to the plans and costs of the BFA proposal and settled on using manhole covers for the bend section of the installed pipes. City Clerk/Administrator Johnson stated that the City is in good financial position to manage the cost increase. This project can now proceed with negotiations for ROW. The timetable for the start of this work will be determined by negotiations, permits and bids.

**ADJOURNMENT**

Alderman Denis Whitmore motioned to adjourn the Work Session Meeting at 6:59 p.m., seconded by Alderman April Milne, and motion passed with the unanimous consent of the Board. Mayor Fortune stated the Board of Aldermen regular meeting would begin at 7:05 pm.

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  
 April 15, 2023 through April 28, 2023

Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12545	4/15/2023	Emily A Mueller pavilion rental refund for alcohol deposit	PR041523	\$100.00	\$100.00	5/3/2023
12546	4/15/2023	John Rothbart refund for CPR deposit-class on 4-15-23	TU-	\$20.00	\$20.00	5/3/2023
12547	12/29/2022	Siren Annual Software Subscription 1-1-23 to 1-1-24	010123006	\$1,500.00	\$1,500.00	5/3/2023
12548	4/17/2023	Valley Park Fire District CPR class held on 4-15-23	1277	\$180.00	\$180.00	5/3/2023
12549	4/17/2023	Engelmeyer & Pezzani, LLC assistant prosecutor fees for Apr. 5-6	3650	\$37.50	\$37.50	5/3/2023
12550	4/18/2023	Birnamwood Condominium Association community room refund for deposit	CR041823 CMS002457	\$100.00	\$100.00	5/3/2023
12551	4/18/2023	ICC-CDS Laserfische annual contract dues	9	\$540.00	\$540.00	5/3/2023
12552	4/15/2023	David Watson 1st quarter payment for financial services		\$1,800.00	\$1,800.00	5/3/2023
12553	4/16/2023	Vogel Lake Management Services, Inc. quarterly billing	C021285	\$335.00	\$335.00	5/3/2023
12554	4/19/2023	Servpro treatment for upper and lower pond on 4-19-23	18872	\$354.00	\$354.00	5/3/2023
12555	4/26/2023	ORC ROW Acquisition Services for Crescent Avenue Improvement Project	0000001	\$9,225.00	\$9,225.00	5/3/2023
12556	4/26/2023	John Williams reimbursment for Arbor Day-ice purchase		\$13.06	\$13.06	5/3/2023
12557	4/23/2023	St Louis County Public Works charges for Code Sweep for the COTO	T042323000 55002	\$470.00	\$470.00	5/3/2023
AutoPay	4/15/2023	Brain Mill monthly IT service contract	220392	\$1,192.00	\$1,192.00	5/3/2023
AutoPay	4/7/2023	ATT monthly charges for 50 Crescent	9698	\$95.25	\$95.25	4/30/2023
AutoPay	4/6/2023	ATT monthly charges for City Hall	1803	\$119.38	\$119.38	4/29/2023
AutoPay	4/20/2023	Quadient refill of postage on machine		\$200.00	\$200.00	4/20/2023
AutoPay	4/24/2023	Ameren monthly charges for street lighting	9007	\$63.23	\$63.23	5/8/2023
AutoPay	4/24/2023	Ameren monthly charges for 1 Twin Oaks Ct	5112	\$420.22	\$420.22	5/8/2023
AutoPay	4/24/2023	Ameren monthly charges for City Hall	8004	\$1,019.16	\$1,019.16	5/8/2023
AutoPay	4/24/2023	Ameren monthly charges for 50 Crescent	7008	\$11.51	\$11.51	5/8/2023
AutoPay	4/24/2023	Ameren monthly charges for 50 Crescent	2123	\$24.69	\$24.69	5/8/2023
AutoPay	4/21/2023	MSD 50 Crescent	0813150-0	\$33.61	\$33.61	5/11/2023
AutoPay	4/24/2023	Spire monthly charges for City Hall	3056	\$121.91	\$121.91	5/4/2023
AutoPay	4/24/2023	Spire monthly charges for 50 Crescent	361	\$83.65	\$83.65	5/9/2023
		Alderman				
		Alderman				

RESOLUTION NO. 2023-11

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
ACCEPTING THE ABSTRACT OF THE CITY ELECTION HELD  
ON APRIL 4, 2023 AS RETURNED TO THE CITY BY THE BOARD  
OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY.**

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**WHEREAS**, a true and correct abstract of the Twin Oaks election held April 4, 2023 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 4, 2023 General Election to fulfill two (2) year terms to serve until successors shall have been elected or appointed and qualified for the positions of Mayor and two Aldermen as follows:

*Mayor:* Russ Fortune

*Aldermen:* Lisa Eisenhauer

Dennis Whitmore

**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 5<sup>th</sup> DAY OF MAY 2023, 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:

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Frank Johnson, City Clerk/Administrator

## Exhibit 1

Canvass Results Report

Election Night

Run Time 3:47 PM  
Run Date 04/13/2023

ST. LOUIS COUNTY, MISSOURI

GENERAL MUNICIPAL ELECTION

4/4/2023

Official Results

Registered Voters

17864 of 650198 = 15.15%

CITY OF TWIN OAKS - MAYOR - Two year term Vote For ONE

Precinct	RUSSELL L. FORTUNE	Cast Votes	Consolidated Results Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
QUE - 032	69	69	69	69	418	16.51%
<b>Totals</b>	<b>69</b>	<b>69</b>	<b>69</b>	<b>69</b>	<b>418</b>	<b>16.51%</b>

Canvass Results Report

Election Night

Run Time 3:47 PM  
Run Date 04/13/2023

ST. LOUIS COUNTY, MISSOURI

GENERAL MUNICIPAL ELECTION

4/4/2023

Official Results

Registered Voters  
17864 of 650196 = 18.13%

CITY OF TWIN OAKS - ALDERPERSON - Two year term Vote For TWO

Precinct	DENNIS L. WHITMORE	LISA EISENHAUER	Cast Votes	Consolidated Results Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
QUE - 032	60	63	123	69	69	418	16.51%
<b>Totals</b>	<b>60</b>	<b>63</b>	<b>123</b>	<b>69</b>	<b>69</b>	<b>418</b>	<b>16.51%</b>

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 4, 2023. IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HAND AT OUR OFFICE IN ST. ANN, ST. LOUIS COUNTY, MISSOURI, ON APRIL 14, 2023.



ROBERT CHAMBERS, CHAIRMAN



PATRICIA YAEGER, SECRETARY



MARSHA HAEFNER, COMMISSIONER



FLORENCE HILL, COMMISSIONER





## CITY OF TWIN OAKS POLICE ACTIVITY REPORT April 2023

Radio CFS:	24
Self-Initiated Assignments:	71
Police Reports Written:	9
Total Traffic Stops:	30

### Arrests:

Felony	1 (Passing a bad check)
Misdemeanor	0
Summons (Arrest Notification)	0

### Auto Accidents:

Injury	0
Non-Injury	3

Locations: Big Bend Rd and Meramec Station Rd, (2) Big Bend Rd and MO Hwy 141

Crimes Reported:	2
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(Fraud- 1393 Big Bend Rd, Destruction of Property- 1300 Big Bend Rd)

Patrol Bicycle Program:	22.4 hours
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RESOLUTION NO. 2023-12

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING  
AN AGREEMENT WITH RADARSIGN LLC FOR FURNISHING BATTERY  
REFURBISH KITS FOR TC-400 SPEED RADAR SIGNS.**

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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 RadarSign LLC for services relating to repairing and to the furnishing of four (4) battery refurbish kits for TC-400 model speed radar signs, 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 5<sup>th</sup> DAY OF MAY 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk/Administrator



Exhibit 1

**Twin Oaks, Missouri  
PURCHASE CONTRACT**

THIS AGREEMENT, made and effective as of \_\_\_\_\_ by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **RadarSign LLC**, a Georgia corporation, hereinafter referred to as "Seller," with a business mailing address of 1220 Kennestone Circle, Suite 130, Marietta, GA 30066.

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

**I. DESCRIPTION OF PRODUCT**

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

**Product Description:** The purchase of four (4) battery refurbish kits, which consist of a rear batter housing assembly for a TC-400 model speed radar sign and two (2) A/H Lithium batteries Solar and charger, as specifically set forth in the proposal attached as Exhibit A (hereinafter referred to as the "Product"). The Product shall be provided by the Seller in accordance with all the provisions of the Purchase Contract and attached **City of Twin Oaks Purchase Contract General Conditions**, incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein or as part of any other attachment or exhibit. This Purchase Contract does not include installation of the Product which will be performed by others.

**II. DELIVERY**

The Product fully complying with this Purchase Contract shall be delivered from the Seller to the Twin Oaks Town Hall, 1381 Big Bend, Twin Oaks, Missouri 63021, no later than \_\_\_\_\_, 2023.

**II. COMPENSATION**

The City hereby agrees to pay the Seller \$3,200.00 as full, complete and sole compensation for the complete and satisfactory performance of this Purchase Contract, and all expenses and costs related thereto. This price includes a \$200.00 in shipping costs.

**III. TIME AND MANNER OF PAYMENTS**

Payment of the Purchase Price shall be made by City in one payment of \$3,200.00 upon delivery of the items identified in Exhibit A and satisfactory completion of the Order.

**RADARSIGN LLC**

**CITY OF TWIN OAKS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

City Clerk

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

**Compliance with Laws.** The Seller shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Purchase Contract. If applicable, the provisions and requirements of section 290.250 R.S.Mo. shall apply and are incorporated herein. In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Product, the Seller shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Seller in an effort to resolve any such conflict.

**Indemnification.** To the fullest extent permitted by law, the Seller agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Purchase Contract or related warranties, or claims relating thereto, and including but not limited to the City's reliance on or use of the Products provided by the Seller under the terms of this Purchase Contract. The Seller shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required to enforce this provision, Seller agrees that this indemnification requires Seller to obtain insurance in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions and that Seller has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**



Radarsign, LLC  
 1220 Kennestone Circle Suite 130  
 Marietta GA 30066  
 United States

**SALES QUOTE**

#QUO570  
 Order Date: 04/14/2023  
 Revision Date: 04/14/2023

<b>Bill To</b>	<b>Ship To</b>
Frank Johnson	Twin Oaks Village
Twin Oaks Village	1382 Big Bend Road
1382 Big Bend Road	Twin Oaks MO 63021
Twin Oaks MO 63021	United States
United States	

<b>TOTAL</b>	
	\$3,200.00
	<b>Expires: 05/14/2023</b>

Expires	Exp. Close	Sales Rep	Partner	Shipping Method
05/14/2023	04/14/2023	Paul Kenney		FedEx Ground®

Quantity	Item	Options	Rate	Amount
4	<b>AA081</b> Rear Battery Housing Assembly, TC-400 (with Batteries), Includes 2x20 A/H Lithium batteries and charger.		\$750.00	\$3,000.00

<b>Subtotal</b>	\$3,000.00
<b>Shipping Cost</b>	\$200.00
<b>Tax Total (0%)</b>	\$0.00
<b>Total</b>	\$3,200.00

Due to the significant market volatility impacting raw materials and freight escalations all quotes are valid for 30 calendar days. If corresponding order is placed beyond the 30 calendar days, prices may be subject to change. US State sales tax must be collected unless you provide a sales tax-exempt form.

**\* Quote valid for 30 days. Pricing does not include any international taxes, fees, or duties.**

**Minimum re-stock fee: 15%.**

Sales Rep. Name: Paul Kenney  
 W: (678) 965-4814 ext 116 M: (404) 403-9826  
 Email: [pkenny@radarsign.com](mailto:pkenny@radarsign.com)



Radarsign, LLC  
1220 Kennestone Circle Suite 130  
Marietta GA 30066  
United States

# SALES QUOTE

#QUO570

Order Date: 04/14/2023

Revision Date: 04/14/2023

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date



**Certified Quality System  
ISO 9001:2015**



**MUTCD Compliant  
Radar Speed Signs**



**Proudly Engineered &  
Manufactured in the USA**



# CITY OF TWIN OAKS

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

## APPLICATION TO SERVE ON BOARDS-COMMISSIONS-COMMITTEES

I am interested in serving on the: *(please check one box only)*

- Planning & Zoning Commission (volunteer-4 yrs.)       Park Committee (volunteer-3 yrs.)  
 Board of Adjustment (volunteer-5 yrs.)                       Board of Trustees (paid position-2 yrs.)

Name: \_\_\_\_\_ Length of Residency in Twin Oaks: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

\_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Education: \_\_\_\_\_

Occupational/Employment Experience: \_\_\_\_\_

Current or Last Employer: \_\_\_\_\_

Special Skills/Training: \_\_\_\_\_

Other Civic and Volunteer Experience: \_\_\_\_\_

Have you any potential business or property interest conflict?      YES \_\_\_\_\_ NO \_\_\_\_\_

Additional information you may wish to provide to the Board, please explain on back of page.

# City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

**April 28, 2023**

## General Updates

### **2022 Financial Audit**

- The 2022 financial audit report is nearly complete and should be ready for presentation to the Board at the May 17th meeting.

### **CPR Training**

- The City has scheduled an additional CPR training class with the Valley Park Fire Protection District for 9 a.m., Saturday, July 29.

### **Arbor Day Celebration**

- The City will be holding its annual Arbor Day celebration on Wednesday, April 26, at 11 a.m. with an educational presentation in the Park for two classes from the Twin Oaks Christian School.

### **Code Enforcement Sweep**

- St. Louis County performed the spring code enforcement sweep on April 12. The City received reports of 12 potential violations and the property owners have been notified. City staff will recheck properties for compliance in 30 days.

## Project Updates

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

- BFA is working on the plans for the modified stormwater option and incorporating it into the previous designs. BFA is also working on revising the easement exhibits and legal descriptions for ORC.

### **Pedestrian Bridge Replacement**

- SCE is working with the manufacturer on an estimated delivery date for the bridge now that we have a signed contract, and with the engineer on the process for the abutment evaluation.

### **Vehicle Barrier for Park Basketball Court**

- Maintenance staff are planning to install split rail fencing along the west side of the multiuse/basketball court in order to deter vehicles from driving around the access gate when it's closed.