

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, JUNE 15, 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 Regular Meeting Minutes from June 1, 2022
 - b) Bills List from May 28 through June 10, 2022
 - c) Credit Card List from May 1 through May 31, 2022
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Financial Statements — Jeff Blume
 - b) Park Committee — Joe Krewson
- 7) PUBLIC HEARING
 - a) Public comment on and consideration of the recommendation of the Planning & Zoning Commission concerning amendments to Chapter 410 of the City of Twin Oaks Municipal code pertaining to sign regulations; Chapter 400, Section 400.550, pertaining to the membership of the Planning and Zoning Commission; Chapter 400, Section 400.390, pertaining to residential off-street parking; and Chapter 400, Section 400.450, pertaining to non-conforming uses.
- 8) NEW BUSINESS
 - a) Bill No. 22-11: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A RIGHTS-OF-WAY USE AGREEMENT WITH EVERSTREAM SOLUTIONS LLC.
 - b) Bill No. 22-12: AN ORDINANCE APPROVING TEXT AMENDMENTS TO ARTICLE XIII, NON-CONFORMING USES, OF THE ZONING CODE OF THE CITY OF TWIN OAKS
 - c) Bill No. 22-13: AN ORDINANCE APPROVING A TEXT AMENDMENT TO SECTION 400.390 OF THE ZONING CODE OF THE CITY OF TWIN OAKS PERTAINING TO RESIDENTIAL PARKING REQUIREMENTS

- d) Bill No. 22-14: AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE ZONING CODE OF THE CITY OF TWIN OAKS REDUCING THE MEMBERSHIP OF THE PLANNING AND ZONING COMMISSION
- e) Bill No. 22-15: AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE SECTION 410.120 OF THE SIGN REGULATIONS OF THE CITY OF TWIN OAKS PERTAINING TO SIGN PERMIT REQUIREMENTS
- f) Resolution No. 2022-16: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH THOUVENOT, WADE & MOERCHEN, INC. FOR BRIDGE INSPECTION SERVICES.
- g) Park Pavilion Reservation Policy Revisions

9) DISCUSSION ITEMS

- a) Capital Improvement Plan — Additional Projects

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: June 13, 2022, 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, JUNE 1, 2022**

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

Mayor: Russ Fortune – yea

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

Also Present: Frank Johnson, City Clerk/Administrator
Paul Rost, City Attorney
Jeff Blume, Financial Consultant-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 for a motion to approve the agenda. Alderman Dennis Whitmore so motioned, seconded by Alderman Lisa Eisenhauer. 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 May 11, 2022; Work Session Minutes from May 11, 2022; Closed Meeting Minutes from May 11, 2022; Work session Minutes from April 21, 2022; Bills list from May 7 through May 27, 2022; and the Credit Card List from April 1 to April 30, 2022. Alderman Whitmore noted that there were changes needed for the Closed Session Minutes regarding attending Aldermen. Changes were noted. Alderman April Milne motioned to approve the Minutes as amended, seconded by Alderman Eisenhauer. 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 relatively unchanged. Officer Wehner reported the investigation regarding gunfire was found to be fireworks coming from Valley Park area. There was an investigation into disturbances in the Pet Cemetery late at night and determined to be a curfew violation.

ROW (Right of Way) Negotiation Process: Shantel Bowers representing the Land Acquisition Company, O.R. Colan (ORC) presented to the board the process that will begin the ROW acquisition service. ORC will be reviewing engineering plans for the proposed sidewalk, gathering title work, preparing documents and engaging with homeowners regarding the purchase of needed ROW. The Board asked several questions regarding cost and how ORC will represent the City of Twin Oaks.

Audit Report: Allen Schulte presented to the Board the results of the 2021 audit. Mr. Schulte report that the audit found no issues and that the city is financially sound based on the information reviewed by the auditor. Mr. Schulte recommended that the Credit Card receipts be available to the Board in addition to adding a signature line to the Credit Card List for the Aldermen to sign. Alderman Whitmore found a few discrepancies in some of the term dates members of the Board. Mr. Schulte noted the changes that are needed and will amend the Audit to reflect the changes.

PRELIMINARY CITIZEN COMMENTS

There were no preliminary citizen comments

NEW BUSINESS

Bill No. 22-09: An Ordinance Amending the List of Holidays in The City of Twin Oaks' Personnel Policy. City Clerk/Administrator Johnson read the ordinance. This Bill is adopting Juneteenth as a Holiday for the City of Twin Oaks personal. Mayor Fortune asked for any question regarding Bill No. 22-09. Alderman Milne motioned to approve Bill No. 22-09, seconded by Alderman Eisenhauer, and the motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Eisenhauer, Alderman Whitmore-yea, and Alderman Tim Stoeckl-yea. Mayor Fortune stated that Bill No. 22-09 being duly passed becomes Ordinance No. 22-09.

Bill No. 22-10: 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 Ordinance shall Become Effective. City Clerk/Administrator Frank Johnson read the Ordinance. This Ordinance will adopt all the additions and changes to the General Code of the City. Paul Rost, City Attorney, mentioned that there were changes made within the City that were adopted by the State so the Code was marked through till final changes are completed. Following questions, Mayor Fortune asked for a motion to approve Bill No. 22-10. Alderman Whitmore motion to approve Bill No. 22-10, seconded by Alderman Milne, and the motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Eisenhauer-yea, Alderman Whitmore-yea, and Alderman Stoeckl-yea. Mayor Fortune stated that Bill No. 22-10 being duly passed becomes Ordinance No. 22-10.

Resolution No. 2022-15: A Resolution Approving and Authorizing the Mayor to Execute an agreement with O.R. Colan Associates, LLC for Right of Way Acquisition Services. City Clerk/Administrator Frank Johnson read the Resolution. This resolution will allow the Mayor to

sign paper and begin the ROW negotiation process for the sidewalk project. Mayor Fortune asked for any question regarding Resolution No. 2022-15. Alderman Whitmore motioned to approve Resolution No. 2022-15, seconded by Alderman Milne, and the motion passed by a unanimous voice vote.

Park Committee Appointment: Mayor Fortune recommended Cynthia Cornelius to fill a Park Committee Appointment that has become vacant. He stated that Cindy has lots of experience and will be a great fit to the Park Committee. Alderman Whitmore motioned to approve Cynthia Cornelius to the Park Committee, seconded by Alderman Stoeckl. The motion passed by a voice vote of four yeas.

DISCUSSION ITEMS

Solar Radar Sign Placement: City Clerk/Administrator Johnson stated that the placement of the new Solar Radar Sign has presented a number of challengers. The Board discussed several options. Instead of trying to swap out the old signs with the new sign on an existing pole, the Board instructed City Clerk/Administrator Johnson to find a new location.

Tennis Court Reservations Sign: City Clerk/Administrator Johnson presented to the board a request for an additional glass notice board to be placed at the Tennis Courts. This board would allow the Court to be reserved. Following a discussion, the Board decided to use the reservations for groups that are hosting events or classes and to notify residents of the policy.

ATTORNEY'S REPORT

City Attorney Rost presented to the Board the upcoming changes with the City's agreement with the Municipal Court. The County Court will no longer prosecute cases for the small municipalities. The City will still have use of the County Courts facilities and the courts personal but will need to have a prosecutor to represent the City. The cost of court cases will be shared between the County and the City of Twin Oaks. There are a number of things that need to happen by August 1, 2022. The Board will need to approve of the new agreement, hire a prosecutor and fill out an Addendum with the Auditor at the end of the year. The Board discussed the pros and cons of this new agreement. The Board instructed City Clerk /Administrator Johnson and City Attorney Rost to begin looking for a prosecutor to represent the City of Twin Oaks.

CITY CLERK'S REPORT

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He provided an update on the planning for the Third of July Fireworks Display and noted that an ice cream truck has been booked for the event. The City is working with Mike Perry to provide DJ services prior to the fireworks.

City Clerk/Administrator Johnson also reviewed with the Board his meeting with traffic engineering firm CBB on a potential crosswalk on Meramec Station Road near the new Aldi and Ace Hardware. CBB will be providing a proposal for a study and recommendations.

MAYOR & ALDERMEN COMMENTS

Everyone welcomed back Mayor Russ Fortune from his hip surgery. The Board enjoyed reading the Thank you cards for Arbor Day from Valley Park’s Fourth Grade class. Alderman Whitmore spoke about a street light being out at Golden Oak. City Clerk/Administrator Johnson will contact Ameren to replace the bulb. Lighting at Schnucks isn’t working. Board discussed how to approach Schnucks regarding the lighting. Alderman Milne said that the contractors that did the AT&T work to bury the cables did a great job. Mayor Fortune said it is good to be back!

FINAL CITIZEN COMMENTS

There were no citizen comments

ADJOURNMENT

There being no further business Mayor Fortune ask for a motion to adjourn the meeting. Alderman Whitmore so motioned, seconded by Aldermen Milne and the regular meeting was adjourned at 8:40 pm.

Drafted By: _____
Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

Credit Card List
May 1, 2022 to May 31, 2022

Date	Name	Memo/Description	Amount
4/28/2022	Home Depot	Bridge deck repair	\$62.90
5/1/2022	Enterprise Bank	Monthly credit card rebate	-\$28.44
5/1/2022	Quickbooks	Monthly Fee-reaccuring fee for accounting program	\$80.00
5/2/2022	MOCCFOA	Annual membership renewal	\$25.00
5/2/2022	MDC	Refund for undelivered saplings for Arbor Day Event	-\$58.50
5/3/2022	Zoom	Monthly Zoom subscription	\$14.99
5/13/2022	Petrosmart	Fuel for truck	\$53.50
5/16/2022	Sam's Club	Supplies for City Hall	\$173.00
5/16/2022	Valley Park Elevator	Fish food	\$34.95
5/17/2022	Valley Park Elevator	Potting soil for Twin Oaks Park	\$73.98
5/17/2022	Greenscape	Plants for Twin Oaks Park	\$129.39
5/18/2022	Fish Window Cleaning	Outside windows on 5-18	\$162.00
5/18/2022	Lowe's	Titanium line for weed eater; fuel for small engine tools	\$50.80
5/21/2022	Adobe	Monthly Fee-reaccuring fee fore computer program	\$14.99
5/23/2022	Amazon	Four (4) sprinklers for the park	\$269.88
5/24/2022	Amazon	Squeegee for tennis court	\$94.95
5/24/2022	Sam's Club	Supplies for City Hall (coffee, water, tissue, cleaning supplies); trash bags, toilet paper, paper towels for Park	\$441.50
5/26/2022	Petrosmart	Fuel for truck	\$71.50
5/31/2022	Enterprise Bank	Finance charge and fee for late payment	\$67.97
			\$1,734.36
		Alderman	
		Alderman	



Account Summary

Billing Cycle		05/31/2022
Days In Billing Cycle		32
Previous Balance		\$2,817.87
Purchases	+	\$1,753.33
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$86.94-
Payments	-	\$0.00
Other Charges	+	\$35.00
Finance Charges	+	\$32.97

NEW BALANCE \$4,552.23

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$5,447.77
Available Cash	\$5,447.77
Amount Over Credit Line	\$0.00
Amount Past Due	\$71.00
Disputed Amount	\$0.00

Account Inquiries

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

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

Payment Summary

NEW BALANCE	\$4,552.23
MINIMUM PAYMENT	\$185.00
PAYMENT DUE DATE	06/25/2022

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

Corporate Activity

TOTAL CORPORATE ACTIVITY \$67.97

Trans Date	Post Date	Reference Number	Transaction Description	Amount
05/29	05/29	74142962149077149862000	LATE FEE	\$35.00
05/31	05/31	74142962151373151464008	INTEREST CHARGE PURCHASE	\$32.97

Cardholder Account Summary

FEE ACCT 00000877-010000 ##### 1768	Payments & Other Credits \$28.44-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$28.44-
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
04/29	05/01		74142962204000000005580	REBATE CREDIT	\$28.44

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

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



Account Number
 ##### 1750

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
05/31/22	\$4,552.23	\$185.00	06/25/22

\$

BL ACCT 0000877-10000000
 CITY OF TWIN OAKS
 1381 BIG BEND ROAD
 ATTN FRANK JOHNSON
 TWIN OAKS MO 63021



MAKE CHECK PAYABLE TO:



ENTERPRISE BANK & TRUST
 PO BOX 6818
 CAROL STREAM IL 60197-6818

Account Summary

Credit Limit \$10,000.00
Billing Cycle 05/31/2022
Days In Billing Cycle 32
Purchases and Other Charges + \$536.45
Cash + \$0.00
Balance Transfer + \$0.00
Credits - \$58.50
Payments - \$0.00

TOTAL ACTIVITY \$477.95

Account Inquiries



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



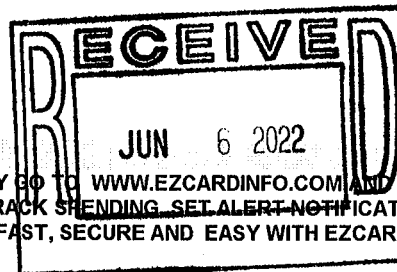
Write us at PO BOX 31535, TAMPA, FL 33631-3535

Important Information About Your Account

NEW SELF-SERVICE DISPUTE IVR! YOU CAN NOW REPORT UP TO THREE POSTED FRAUDULENT TRANSACTIONS BY CALLING 800-600-5249 24 HOURS A DAY, 7 DAYS A WEEK. IF YOU NEED TO REPORT MORE THAN 3 POSTED FRAUDULENT TRANSACTIONS OR YOU NEED TO SPEAK TO AN AGENT YOU WILL BE ROUTED TO AN AGENT DURING DEPARTMENT HOURS OF 8:00 AM - 8:45 PM ET MONDAY - FRIDAY AND 9:00 AM - 2:45 PM ET ON SATURDAY.

Cardholder Account Summary

Trans Date	Post Date	Reference Number	Description	Amount
05/02	05/03	74540452122097053349779	MO DEPT OF CONSERV 877-332-3901 MO	58.50 -
05/24	05/25	24431062144083710201197	AMAZON.COM*1R8KJ5XZ2 AMZN AMZN.COM/BILL WA	94.95
05/26	05/29	24226382147370535790431	SAMSCLUB.COM 888-746-7726 AR	441.50



Additional Information About Your Account

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

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

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



Account Number

0740

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date

05/31/22

Total Activity

\$0.00

****Memo Statement** No Payment Required**

\$



PAULA DRIES
CITY OF TWIN OAKS
1381 BIG BEND ROAD
ATTN FRANK JOHNSON
TWIN OAKS MO 63021



MAKE CHECK PAYABLE TO:



ENTERPRISE BANK & TRUST
PO BOX 6818
CAROL STREAM IL 60197-6818



BL ACCT 0000877-1000000

CITY OF TWIN OAKS

Account Number: #### #### #### 1750

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Cardholder Account Summary					
FRANK A JOHNSON #### #### #### 1776		Payments & Other Credits \$0.00	Purchases & Other Charges \$566.86	Cash Advances \$0.00	Total Activity \$566.86
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/01	05/02	PBUS03	24692162121100101788035	INTUIT *QuickBooks Online CL.INTUIT.COM CA	\$80.00
05/02	05/04	PBUS03	24207852123165602027847	MOCFOA 314-4284321 MO	\$25.00
05/04	05/05	PBUS03	24011342124000017116793	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$74.99
05/18	05/20	PBUS03	24498132139017024736702	FISH WINDOW CLEANING 636-779-1500 MO	\$62.00
05/21	05/22	PBUS03	24943002141700507142116	ADOBE ACROPRO SUBS 408-536-6000 CA	\$14.99
05/24	05/25	PBUS03	2469216214410060588221	AMZN Mktp US*MC18N22W3 Amzn.com/bill WA	\$269.88

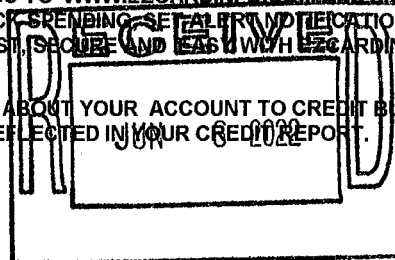
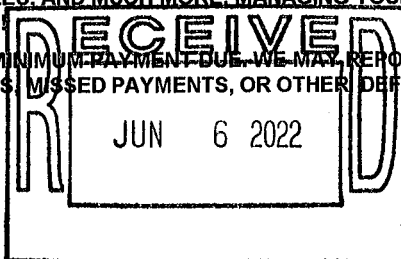
Cardholder Account Summary					
JOHN WILLIAMS #### #### #### 1792		Payments & Other Credits \$0.00	Purchases & Other Charges \$650.02	Cash Advances \$0.00	Total Activity \$650.02
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
04/28	05/01	PBUS03	24943012119010197638549	THE HOME DEPOT #3004 BALLWIN MO	\$62.90
05/13	05/15	PBUS03	24034542133001390978186	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$53.50
05/16	05/17	PBUS03	24323042136048200054938	VALLEY PARK ELEVATOR VALLEY PARK MO	\$34.95
05/16	05/17	PBUS03	24226382137091001378038	SAMSLUB #8182 ST. LOUIS MO	\$173.00
05/17	05/18	PBUS03	24323042137041400051720	VALLEY PARK ELEVATOR VALLEY PARK MO	\$73.98
05/17	05/18	PBUS03	24692162137100453707502	SQ *GREENSCAPE GARDENS Ballwin MO	\$129.39
05/18	05/19	PBUS03	24692162138100468624006	LOWES #01503* BALLWIN MO	\$50.80
05/26	05/27	PBUS03	24034542146002861120352	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$71.50

Cardholder Account Summary					
PAULA DRIES #### #### #### 0740		Payments & Other Credits \$58.50-	Purchases & Other Charges \$536.45	Cash Advances \$0.00	Total Activity \$477.95
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/02	05/03		74540452122097053349779	CREDIT VOUCHER MO DEPT OF CONSERV 877-332-3901 MO	\$58.50
05/24	05/25	PBUS03	24431062144083710201197	AMAZON.COM*1R8KJ5XZ2 AMZN AMZN.COM/BILL WA	\$94.95
05/26	05/29	PBUS03	24226382147370535790431	SAMSLUB.COM 888-746-7726 AR	\$441.50

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PLEASE NOTE MINIMUM PAYMENT DUE. WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS MAY BE REFLECTED IN YOUR CREDIT REPORT.



Finance Charge Summary / Plan Level Information									
Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PBUS03 001	PURCHASE	E	\$2,737.30	0.03764%(D)	13.7400%(V)	\$32.97	\$0.00	13.7385%	\$4,552.23
Cash									
CBUS01 001	CASH	A	\$0.00	0.06504%(D)	23.7400%(V)	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 32		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.									



**CITY OF
TWIN OAKS, MISSOURI**

**MONTHLY OPERATING
FINANCIAL STATEMENTS**

**AS OF AND FOR THE FIVE
MONTHS ENDED MAY 31, 2022 AND
MAY 31, 2021**

CITY OF TWIN OAKS, MISSOURI

BALANCE SHEET

MAY 31, 2022 and 2021

	2022	2021
ASSETS		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 41,694	\$ 37,885
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	10,493	10,488
9-112.1 Enterprise Bank- General Checking 5732	61,923	123,025
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	1,167,487	780,348
9-112.3 Enterprise Bank - Special Account 5765	59,855	59,826
9-112.4 Enterprise Bank - Debt Service Retirement 6108	-	141,702
9-122.2 CD Meramec Valley .5987 9/8/19	116,488	116,054
9-128 Escrow Deposits Payable	(5,000)	(5,000)
9-129 Accrued Interest	88	88
Total Bank Accounts	1,453,264	1,264,652
9-130 Accounts Receivable	2,050	72,203
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	\$ 1,719,552	\$ 1,597,197
LIABILITIES AND EQUITY		
Liabilities		
9-200 Accounts Payable	\$ 20,561	\$ 17,757
9-210 MVB Credit MasterCard	191	191
9-210.1 Enterprise Bank Credit Card	4,754	3,676
1-201 Accounts Payable - Cap Improve	659	5,341
2-201 Accounts Payable - Parks	6,274	5,174
2-240 Park Reservation Deposits	3,050	2,650
9-201 Accounts Payable - GF	4,731	14,605
9-233 LAGER Liability	886	(3,165)
9-239 Accrued Payroll	8,952	8,883
9-240 Community Room Deposits	960	1,040
9-281 Deferred property tax revenue-Annual Assesment	5,998	5,998
9-283 Deferred Income - ARPA Grant	385	-
Total Liabilities	57,401	62,150
Equity		
1-301 Road Fund Balance	591	591
2-301 Park & Storm Fund Balance	262,946	262,946
3-301 Sewer Lateral Fund Balance	65,448	65,448
4-301 Cap Impr Fund Balance	590,701	590,701
9-301 General Fund Balance	517,744	376,042
9-302 General Fund - Debt Sinking Fund	-	141,702
9-390 Retained Earnings	153,447	5
Net Income	71,274	97,612
Total Equity	1,662,151	1,535,047
TOTAL LIABILITIES AND EQUITY	\$ 1,719,552	\$ 1,597,197

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

	MAY 31, 2022								MAY 31, 2021		
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE FAV / (UNFAV)	
										Amount	%
REVENUES RECEIVED											
Sales Taxes	\$ -	\$ 106,148	\$ -	\$ 124,880	\$ 245,084	\$ 476,111	\$ 978,100	49 %	\$ 423,097	\$ 53,015	13 %
Property Taxes	-	-	8,927	-	30,709	39,636	69,600	57 %	45,831	(6,195)	(14)%
Intergovernmental Taxes	-	-	4,759	-	6,833	11,592	27,400	42 %	11,919	(328)	(3)%
Licenses, Permits & Fees	1,137	-	-	-	13,443	14,580	106,200	14 %	87,649	(73,070)	(83)%
Grants	-	-	-	-	-	-	40,000	-	-	-	-
Miscellaneous Revenue	-	-	-	2,100	538	2,638	6,000	44 %	2,056	582	28 %
Interest Income	17	-	-	-	598	615	500	123 %	772	(157)	(20)%
	1,154	106,148	13,686	126,980	297,205	545,171	1,227,800	44 %	571,324	(26,152)	(5)%
EXPENDITURES PAID											
Personnel Services	-	-	21,499	14,589	69,990	106,078	273,400	39 %	100,956	(5,122)	(5)%
Administrative	-	-	-	-	59,946	59,946	118,800	50 %	55,198	(4,749)	(9)%
Operating	-	-	45,547	32,533	29,009	107,088	260,100	41 %	111,748	4,660	4 %
Contractual	-	-	-	-	34,815	34,815	85,000	41 %	27,874	(6,942)	(25)%
Police	-	-	-	-	59,236	59,236	140,900	42 %	57,365	(1,872)	(3)%
Lease	-	-	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	1,495	13,446	-	14,942	51,000	29 %	14,858	(83)	(1)%
Debt Service	-	71,393	-	-	-	71,393	142,800	50 %	71,393	-	-
Capital additions											
Stormwater	-	-	-	-	-	-	-	-	2,510	2,510	100 %
Other	-	-	4,640	15,524	-	20,164	100,500	20 %	31,810	11,646	37 %
Total	-	71,393	73,181	76,092	252,996	473,663	1,172,500	40 %	473,711	49	0 %
Excess (deficiency) of revenues over (under) expenditures	1,154	34,755	(59,496)	50,887	44,209	71,509	55,300	129 %	97,612	(26,103)	(27)%
OTHER SOURCES(USES) OF FUND											
Transfers	-	(71,396)	59,496	(23,800)	35,700	-	-	-	-	-	-
CHANGE IN FUND BALANCE	1,154	(36,641)	0	27,087	79,909	71,509	55,300	129 %	97,612	\$ (26,103)	(27)%
FUND BALANCE -											
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422	1,589,422		1,437,426		
End of Period	\$ 50,582	\$ 621,969	\$ 3,546	\$ 354,838	\$ 629,996	\$ 1,660,931	\$ 1,644,722		\$ 1,535,038		
CHANGE IN FUND BALANCE											
Budget	300	(127,600)	-	21,500	161,100	55,300					
Actual Over/(Under) Budget	\$ 854	\$ 90,959	\$ 0	\$ 5,587	\$ (81,191)	\$ 16,209					

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	-	-	16,500	34,500	-	51,000
Debt Service	-	142,800	-	-	-	142,800
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	67,500	33,000	-	100,500
Total	4,500	142,800	229,700	195,900	599,600	1,172,500
Excess (deficiency) of revenues over (under) expenditures	300	97,300	(196,400)	78,700	75,400	55,300
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	(224,900)	196,400	(57,200)	85,700	-
CHANGE IN FUND BALANCE	300	(127,600)	-	21,500	161,100	55,300
FUND BALANCE -						
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422
End of Period	\$ 49,728	\$ 531,010	\$ 3,546	\$ 349,251	\$ 711,187	\$ 1,644,722
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 - MAY 31, 2022					
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 106,148	\$ -	\$ 124,880	\$ 245,084	\$ 476,111
Property Taxes	-	-	8,927	-	30,709	39,636
Intergovernmental Taxes	-	-	4,759	-	6,833	11,592
Licenses, Permits & Fees	1,137	-	-	-	13,443	14,580
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	2,100	538	2,638
Interest Income	17	-	-	-	598	615
	1,154	106,148	13,686	126,980	297,205	545,171
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	21,499	14,589	69,990	106,078
Administrative	-	-	-	-	59,946	59,946
Operating	-	-	45,547	32,533	29,009	107,088
Contractual	-	-	-	-	34,815	34,815
Police	-	-	-	-	59,236	59,236
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	1,495	13,446	-	14,942
Debt Service	-	71,393	-	-	-	71,393
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	4,640	15,524	-	20,164
Total	-	71,393	73,181	76,092	252,996	473,663
Excess (deficiency) of revenues over (under) expenditures	1,154	34,755	(59,496)	50,887	44,209	71,509
OTHER SOURCES(USES) OF FUND						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	1,154	34,755	(59,496)	50,887	44,209	71,509
FUND BALANCE -						
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422
End of Period	\$ 50,582	\$ 693,365	\$ (55,950)	\$ 378,638	\$ 594,296	\$ 1,660,931
CHANGE IN FUND BALANCE						
Budget	300	(127,600)	-	21,500	161,100	55,300
Actual Over/(Under) Budget	854	162,355	(59,496)	29,387	(116,891)	16,209

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

	ACTUAL - MAY 31, 2021					
	Sewer	CIST	Road	Parks	General	Total
	REVENUES RECEIVED					
Sales Taxes	\$ -	\$ 96,008	\$ -	\$ 112,951	\$ 214,137	\$ 423,097
Property Taxes	-	-	13,092	-	32,739	45,831
Intergovernmental Taxes	-	-	4,052	-	7,867	11,919
Licenses, Permits & Fees	1,663	-	-	-	85,986	87,649
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	1,900	156	2,056
Interest Income	21	-	-	-	750	772
	1,685	96,008	17,144	114,851	341,635	571,324
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	20,387	13,839	66,729	100,956
Administrative	-	-	-	-	55,198	55,198
Operating	20,943	-	39,023	19,254	32,528	111,748
Contractual	-	-	-	-	27,874	27,874
Police	-	-	-	-	57,365	57,365
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	2,336	12,522	-	14,858
Debt Service	-	71,393	-	-	-	71,393
Capital additions						
Stormwater	-	-	-	2,510	-	2,510
Other	-	-	22,294	9,516	-	31,810
Total	20,943	71,393	84,041	57,641	239,694	473,711
Excess (deficiency) of revenues over (under) expenditures	(19,258)	24,615	(66,896)	57,210	101,941	97,612
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(19,258)	24,615	(66,896)	57,210	101,941	97,612
FUND BALANCE -						
Beginning of Year	65,448	590,701	587	262,946	517,744	1,437,426
End of Period	\$ 46,190	\$ 615,316	\$ (66,309)	\$ 320,156	\$ 619,685	\$ 1,535,038
CHANGE IN FUND BALANCE						
Budget						
Actual Over/(Under) Budget						

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON
BEHALF OF THE CITY A RIGHTS-OF-WAY USE AGREEMENT WITH
EVERSTREAM SOLUTIONS LLC.**

WHEREAS, Everstream Solutions LLC (“Everstream”) has requested consent from the City of Twin Oaks (the “City”) to authorize its use of the City’s Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City’s consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission’s duties and jurisdiction; and

WHEREAS, the City and Everstream have negotiated a Rights-of-Way Use Agreement for Communications Facilities (“ROW Use Agreement”), to establish the terms of Everstream’s use of the City’s Rights-of-Way; and

WHEREAS, the Board of Aldermen desires to enter into the ROW Use Agreement with Everstream in substantially the form attached hereto as Exhibit A, incorporated herein by reference.

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

Section 1. The Mayor is hereby authorized to execute the ROW Use Agreement between the City and Everstream in substantially the form of Exhibit A, attached hereto and incorporated herein by reference, relating to Everstream’s use of the City’s Rights-of-Way. The City Administrator/Clerk and designees are further authorized take such additional action as may be necessary or contemplated pursuant to this Agreement.

Section 2. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS ____ DAY OF _____ 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

EXHIBIT A

ROW USE AGREEMENT

**RIGHTS-OF-WAY USE AGREEMENT
FOR COMMUNICATIONS FACILITIES**

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES ("Agreement") is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, **EVERSTREAM SOLUTIONS LLC**, an Ohio Limited Liability Company (the "Licensee") that is registered to do business in the State of Missouri, and the **City of Twin Oaks, Missouri**, a municipality of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensee has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way ("Rights-of-Way" or "ROW") for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in Section 1.2); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth herein and in the Code of Ordinances of the City, including specifically Chapter 515, and as may be amended (the "Code" or "ROW Code"). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **"Communications"** The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (e.g.,

data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **“Communications Service”** The transmission of writing, signs, signals, pictures, sounds, or other forms of intelligence through wire, wireless, or other means, including, but not limited to, any “telecommunications service,” “enhanced service,” “information service,” or “Internet Service,” as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include “video services” as defined in § 67.2677 RSMo. The term “Communications Service” does not include the rental of conduit or physical facilities, which if proposed must be expressly and separately approved in Exhibit A below or sought directly by such third party from City. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations, and/or approvals of federal, state, and local law and shall have on file with the City such authorization to provide such services prior to commencement.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of the ROW Code and other applicable ordinances and law of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of its Facilities including excavation, building, electrical, zoning, etc. before installation of its Facilities within the ROW.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal, in the Rights-of-Way and gives only the right to occupy the City’s Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right

to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying **Communications Service** within the City. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement, between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license, certification, grant, registration, or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor provide services not authorized herein, except as provided in Exhibit A, or such subsequent amendment as may be approved thereto. The size, location, and specifications of the underground and above-ground Facilities are subject to prior City approval and consent. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state, and local laws, codes, and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

2.5 No Interference. Licensee shall construct and maintain its Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance

with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

2.6 Notification, Joint Installation, and Collocation Requirements. Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such generally applicable written policy or direction as may be established by the City. Licensee shall further make its installed Facilities available to other licensees on a nondiscriminatory competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized, and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in Section 7.6, below. The Licensee shall be subject to pay the City reasonable compensation for use of the Rights-of-Way where such a fee is not contrary to applicable law and where established by the City Council.

SECTION 3. TERM

3.1 Term. This Agreement shall be effective for a term of ten (10) years from the Effective Date, and shall continue from year to year thereafter, unless terminated by either party with ninety (90) days prior written notice to the other of an intent to terminate this Agreement following the Initial Term, provided in no circumstance shall this Agreement be effective for longer than twenty (20) years and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

SECTION 4. TAXES

4.1 Taxes. The Licensee agrees to pay all legally applicable taxes including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a breach of this Agreement. Nothing in this Agreement is intended to alter, amend, modify, or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days' prior written notice to the City.

5.2 Agreement Binding. In the event of a sale, transfer, assignment, or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and/or privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments, and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept, and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet, or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee's installed Facilities for the benefit of its customers of its Communications Services provided that any such customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 Forfeiture. In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, or if the Licensee loses authority to provide its Communication Services or do business within the City under applicable law, or if the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the

neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said thirty (30) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City shall take action by an affirmative vote of the Board of Aldermen present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 515.110.G of the City Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$3,065,952.00, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Administrator. The City's additional insured coverage shall have no deductible. **The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this**

exemption shall not apply if Licensee uses or obtains the right to use any City poles or other facilities.

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by § 67.1834 RSMo. A bond, letter of credit, or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction performance. **Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other facilities.** Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the ROW, equipment within the ROW, or otherwise by Licensee's use of the ROW.

7.4 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall be liable to pay the City its costs of enforcement, including reasonable attorneys' fees, enforceable by a judicial action, if so necessary.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of Section 515.055 of the ROW Code, the City may in its exercise of the public interest require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Licensee's Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its Surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a

reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate its Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by the Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its Surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant all, or any part, of the rights herein granted; provided that Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power or authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

8.1 Indemnification. Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City), and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors, or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring, or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City

entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents, or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification Section or otherwise required under this Agreement shall accrue interest from the date due at one and one-half percent (1.5%) interest per month until fully paid.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request, or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

Everstream Solutions LLC
1228 Euclid Avenue, Suite 250
Cleveland, Ohio 44115
Attn: General Counsel

If Notice to City:

City of Twin Oaks, Missouri
Attn: City Clerk/Administrator
1381 Big Bend Road
Twin Oaks, MO 63021

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail, or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal, or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to any subsequent breach or default of the same term or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right, or condition of this Agreement constitutes a general waiver or relinquishment of the term, right, or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both Parties ("Effective Date"). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF TWIN OAKS, MISSOURI

Dated: _____

ATTEST:

City Clerk/Administrator

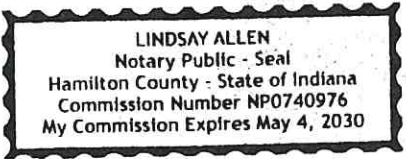
EVERSTREAM SOLUTIONS LLC

By: G M
Name: GREG MEINCZINGER
Title: EVP, Operations
Date: 06-03-2022

(CORPORATE SEAL)

STATE OF INDIANA)
) ss.
COUNTY OF MARION)

The forgoing instrument was acknowledged before me this 3rd day of June, 2022, by GREG MEINCZINGER, on behalf of Everstream Solutions LLC. This person is personally known to me or has produced INDIANA DRIVERS LICENSE as identification.



Lindsay Allen
(Signature of Notary taking Acknowledgment)
Notary Public, State of INDIANA

My Commission Expires: MAY 4, 2030

EXHIBIT A

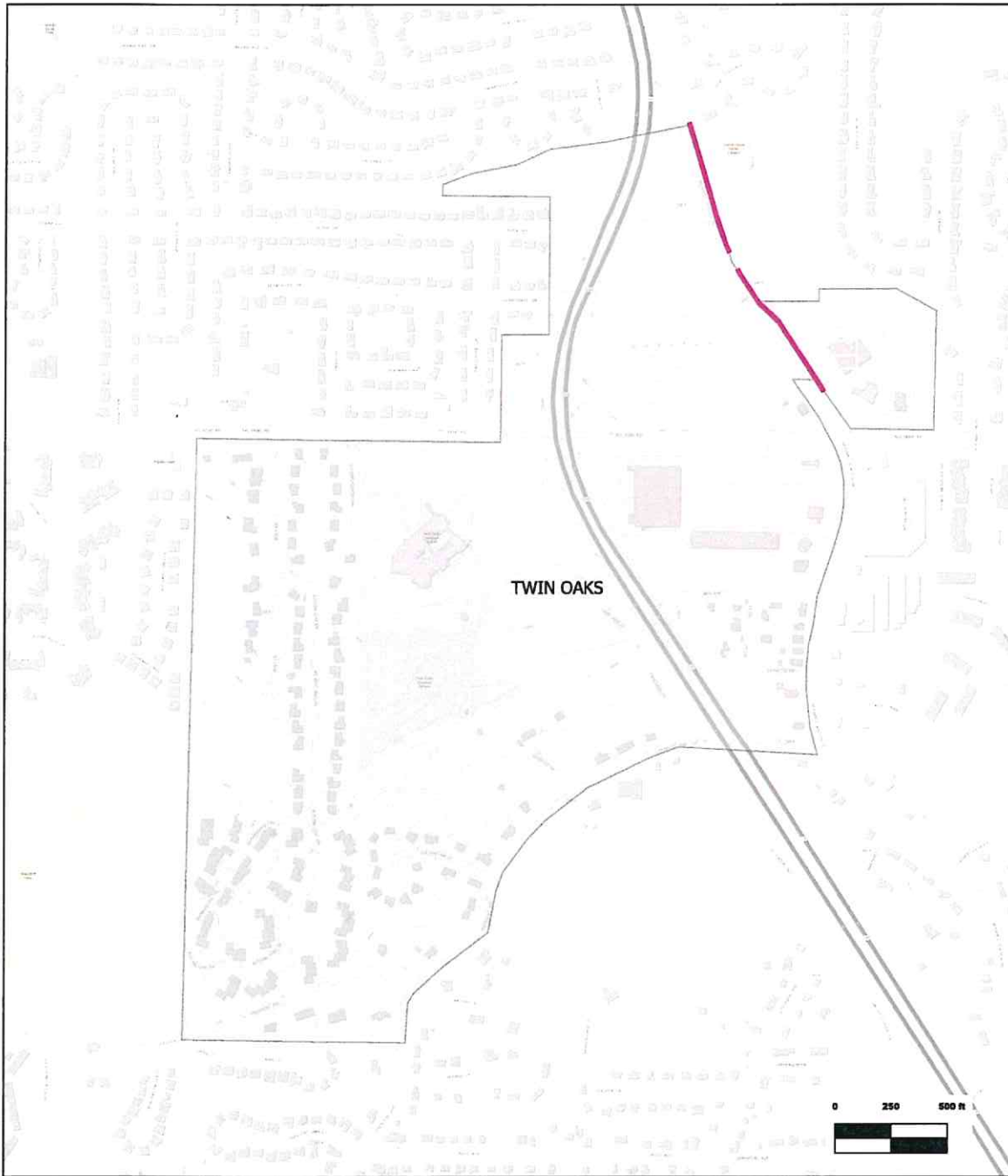
SPECIAL CONDITIONS




The following special conditions shall be a condition of this Agreement and shall supplement and limit any provision in this Agreement to the contrary:

1. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities, including (1) when and where nearby similar facilities exist above ground or (2) when conditions are such that underground construction is impossible, impracticable, or economically unfeasible, as determined by the City. Above-ground Facilities authorized for good cause shall, in the City's reasonable judgment be limited to construction and Facilities having minimal detrimental impact on the area where construction is proposed. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements and design, location, appearance, and other reasonable requirements of the City, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.
2. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf identified on the Rights-of-Way permit application or otherwise to the City) shall not authorize third parties without a valid license, Rights-of-Way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on its Facilities or have physical access thereto in the Rights-of-Way.
3. Licensee acknowledges and agrees that it will have 155 linear feet of aerial and/or underground fiber Facilities installed within the City Rights-of-Way for the purposes herein as depicted on Exhibit B attached hereto and incorporated herein.
4. For purposes of clarification only, a document providing Communication Service or the means of providing Communication Service to a third party as authorized herein but nominated or referred to as lease authorizing a service or use to a third-party shall not be deemed to violate Section 5.3, or constitute rent outside the scope of providing a Communication Service, solely because of such nomenclature or reference provided it otherwise complies with the requirements of this Agreement and meets the following conditions:
 - Does not provide the third-party with an ownership or property interest in or any form or type of title in the ROW, ROW Agreement, or any Facilities in the ROW, whether temporary or otherwise, and the lessee does not acquire the right to own, control, maintain, modify, physical access, or revise the Facilities in the ROW, whether specific Facilities or not; and

- Does not grant any rights or remedies as against the City and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.

EXHIBIT B
Everstream Solutions LLC Proposed Preliminary Fiber Path



everstream <small>POWERED BY TRINITY</small>				
				

**AN ORDINANCE APPROVING TEXT AMENDMENTS TO ARTICLE
XIII, NON-CONFORMING USES, OF THE ZONING CODE OF THE
CITY OF TWIN OAKS**

WHEREAS, pursuant to § 400.550 of the Twin Oaks City Code, the Board of Aldermen may from time to time, on its own motion or on petition of the Planning and Zoning Commission, amend, supplement, change, modify or repeal by ordinance the regulations or districts herein or subsequently established after receiving the Planning and Zoning Commission's recommendation and report; and

WHEREAS, the Board of Aldermen now seeks to amend Article XIII, Non-conforming Uses, of the Twin Oaks Zoning Regulations, Chapter 400 of the Municipal Code (hereinafter the "Zoning Code") to clarify that certain changes, extensions, or alterations to single-family dwellings may be permitted without affecting the right to continue use of the non-conforming dwelling (the "Amendments"); and

WHEREAS, on May 24, 2022, the Planning and Zoning Commission recommended that the Board of Aldermen approve of the proposed Amendments; and

WHEREAS, the Board of Aldermen, after careful and due deliberation and following a duly noticed public hearing held on June 15, 2022, in accordance with § 400.550 and § 89.060 RSMo., has concluded that the adoption of the proposed Amendments is in the best interests of health, safety, and welfare of the citizens of the City.

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

Section 1. Chapter 400 of the Twin Oaks Municipal Code, the Zoning Regulations, Article XIII, Non-conforming Uses, Section 400.450, Continuance of Use, is hereby amended by adding the following underlined text, to read as follows:

Section 400.450 Continuance of Use.

- A. The lawful use of a building or land existing at the time of the effective date of this Chapter may be continued, although such use does not conform to the provisions of this Chapter; provided that in the event of any change, extension, or alteration of the non-conforming use, the right to continue the non-conforming use shall lapse and thereafter the use of the building or land shall conform in all respects to the requirements of this Chapter.
- B. For purposes of this Article, in the residential districts, the phrase "change, extension, or alteration" of the use shall not include maintenance, repair, or remodeling of a Single-Family Dwelling and no such maintenance, repair, or remodeling shall be deemed to create any additional non-conformity nor expand or increase all or any part of the non-conforming portion of such dwelling.
- C. Notwithstanding anything in Subsection A above, where a change, extension, or alteration to a Single-Family Dwelling does not result in any further encroachment into the setbacks by the Single-Family Dwelling, such change, extension, or alteration will not affect the legal nonconforming status of the Single-Family Dwelling or its lot. By way of illustration, a legal nonconforming Single-Family Dwelling that encroaches into a side setback may be expanded into the rear yard so long as it does not encroach into the rear

yard setback and by further illustration, a legal nonconforming Single-Family Dwelling that encroaches into a side setback by three feet may be expanded on the same side where the encroachment exists so long as the new addition to the dwelling does not encroach by more than three feet.

D. Nothing in this Article shall be deemed to prevent the strengthening or restoring of a structure to a safe condition in accordance with an order of a City or County official who is charged with protecting the public safety and who declares such structure to be unsafe and orders its restoration to a safe condition.

Section 2. Chapter 400 of the Twin Oaks Municipal Code, the Zoning Regulations, Article XIII, Non-conforming Uses, Section 400.470, Damage and Restoration, is hereby amended by adding the following underlined text, to read as follows:

Section 400.470 Damage and Restoration.

When a building, the use of which does not conform to the requirements of this Chapter, is damaged by fire, explosion, act of God or the public enemy to the extent of more than fifty percent (50%) of the original structure or fifty percent (50%) of the value of the building as determined by the Code Enforcement Official, the building and use shall not be restored except in conformity with the requirements of this Chapter for the zoning district in which the building and use is situated except that a non-conforming Single-Family Dwelling or conforming Single-Family Dwelling on a non-conforming lot, that is damaged, becomes extensively deteriorated or is destroyed, may be restored provided that the restored dwelling is confined to the same footprint as the original dwelling.

Section 3. The recitals contained in the *Whereas* clauses are expressly incorporated in and made a part of this Ordinance.

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

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 15th DAY OF JUNE 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

AN ORDINANCE APPROVING A TEXT AMENDMENT TO SECTION 400.390 OF THE ZONING CODE OF THE CITY OF TWIN OAKS PERTAINING TO RESIDENTIAL PARKING REQUIREMENTS

WHEREAS, pursuant to § 400.550 of the Twin Oaks City Code, the Board of Aldermen may from time to time, on its own motion or on petition of the Planning and Zoning Commission, amend, supplement, change, modify or repeal by ordinance the regulations or districts herein or subsequently established after receiving the Planning and Zoning Commission’s recommendation and report; and

WHEREAS, the Board of Aldermen now seeks to amend Section 400.390 of the Twin Oaks Zoning Regulations, Chapter 400 of the Municipal Code (hereinafter the “Zoning Code” to allow certain temporary parking of recreational vehicles, off-road vehicles, trailers, pickup camper bodies, trucks having a GWVR exceeding twelve thousand (12,000) pounds, buses, and boats to be parked on the driveway temporarily while the lot owner or occupant is actively and continuously unloading or loading the vehicle (the “Amendment”); and

WHEREAS, on May 24, 2022, the Planning and Zoning Commission recommended that the Board of Aldermen approve of the proposed Amendment; and

WHEREAS, the Board of Aldermen, after careful and due deliberation and following a duly noticed public hearing held on June 15, 2022, in accordance with § 400.550 and § 89.060 RSMo., has concluded that the adoption of the proposed Amendment is in the best interests of health, safety, and welfare of the citizens of the City.

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

Section 1. Chapter 400 of the Twin Oaks Municipal Code, the Zoning Regulations, Article X Off-Street Parking Regulations, Section 400.390 Residential Parking Requirements, is hereby amended by adding the following underlined text, to read as follows:

Section 400.390 Residential Parking Requirements.

A. The requirements for residential parking in the "A" and "B" Zoning Districts shall be as follows:

* * *

- 3. Additional Parking Requirements in the "A" and "B" Districts.
 - a. Unlicensed and/or inoperable vehicles or trailers shall be parked or stored only within an enclosed structure in accordance with Section 217.030 of the Twin Oaks Municipal Code.
 - b. The total number of recreational vehicles and off-road vehicles parked on a lot shall not exceed two (2) if not stored under a roof, and such vehicles if parked outdoors, must be parked on a driveway behind the front elevation line. See Section 400.390(B).

- c. Prohibited Parking. The following are prohibited in the "A" and "B" Districts:
- (1) No vehicle may be parked except on a driveway.
 - (2) The following are not permitted to be parked in the "A" and "B" Districts:
 - (a) Heavy-duty commercial vehicles;
 - (b) Any vehicle, excluding recreational vehicles, with a gross vehicle weight rating (GVWR) of fourteen thousand (14,000) pounds or more.
Exception: Any type of commercial vehicle, regardless of GVWR, delivering or picking up merchandise for delivery or employed in performing a repair or construction service may park for the purpose of making such pickup, delivery, or repair;
 - (c) Vehicles or trailers with a length in excess of twenty-seven (27) feet.
 - (3) Recreational vehicles, off-road vehicles, trailers, pickup camper bodies, trucks having a GVWR exceeding twelve thousand (12,000) pounds, buses, and boats shall not be parked or stored in any portion of a front yard.
Notwithstanding the above, an owner or occupant of a lot may temporarily park one such a vehicle on the driveway while actively loading or unloading the vehicle.
 - (4) No recreational vehicle, trailer, pickup camper body, truck, bus, boat, or other vehicle shall be occupied for living, sleeping, or housekeeping purposes in any zoning district.

Section 2. The recitals contained in the *Whereas* clauses are expressly incorporated in and made a part of this Ordinance.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 15th DAY OF JUNE 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE
ZONING CODE OF THE CITY OF TWIN OAKS REDUCING THE
MEMBERSHIP OF THE PLANNING AND ZONING COMMISSION**

WHEREAS, pursuant to § 400.550 of the Twin Oaks City Code, the Board of Aldermen may from time to time, on its own motion or on petition of the Planning and Zoning Commission, amend, supplement, change, modify or repeal by ordinance the regulations or districts herein or subsequently established after receiving the Planning and Zoning Commission's recommendation and report; and

WHEREAS, in 2021 the Board of Aldermen made a text amendment to the code to allow for more participation by Twin Oaks' citizens on the Planning and Zoning Commission by raising the number of citizen members; but has since that time found it difficult to fill the volunteer positions; and

WHEREAS, the Board of Aldermen now seeks to again amend Section 400.520 of the Twin Oaks Zoning Regulations, Chapter 400 of the Municipal Code (hereinafter the "Zoning Code") to restore the citizen membership on the Planning and Zoning Commission to seven (7) members (the "Amendment"); and

WHEREAS, on May 24, 2022, the Planning and Zoning Commission recommended that the Board of Aldermen approve of the proposed Amendment to the Zoning Code; and

WHEREAS, the Board of Aldermen, after careful and due deliberation and following a duly noticed public hearing held on June 15, 2022, in accordance with § 400.550 and § 89.060 RSMo., has concluded that the adoption of the proposed Amendment is in the best interests of health, safety, and welfare of the citizens of the City.

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

Section 1. Chapter 400 of the Twin Oaks Municipal Code, the Zoning Regulations, Article XV Planning and Zoning Commission, Section 400.520, Membership, is hereby amended by reducing the number of citizen members from nine (9) to seven (7) and the total membership from not more than eleven (11) to not more than nine (9), to read as follows:

Section 400.520. Membership.

There is hereby created and established a Planning and Zoning Commission for the City to be known as the Planning and Zoning Commission. The Planning and Zoning Commission shall have a membership of not more than nine (9) nor less than seven (7) members, consisting of seven (7) citizens appointed by the Mayor and approved by the Board of Aldermen, the Mayor, if the Mayor chooses to be a member; and a member of the Board of Aldermen selected by the Board, if the Board chooses to have a member serve on the Planning and Zoning Commission. All citizen members of the Planning and Zoning Commission shall serve without compensation. The term of each of the citizen members

shall be for four (4) years, except that terms of the citizen members first appointed shall be for varying periods so that succeeding terms will be staggered. Any vacancy in a membership shall be filled for the unexpired term by appointment as aforesaid. The Board of Aldermen may remove any citizen member for cause stated in writing and after public hearing.

Section 2. The recitals contained in the *Whereas* clauses are expressly incorporated in and made a part of this Ordinance.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 15th DAY OF JUNE 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

**AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE
SECTION 410.120 OF THE SIGN REGULATIONS OF THE CITY OF
TWIN OAKS PERTAINING TO SIGN PERMIT REQUIREMENTS**

WHEREAS, pursuant to § 400.550 of the Twin Oaks City Code, the Board of Aldermen may from time to time, on its own motion or on petition of the Planning and Zoning Commission, amend, supplement, change, modify or repeal by ordinance the regulations or districts herein or subsequently established after receiving the Planning and Zoning Commission's recommendation and report; and

WHEREAS, the Board of Aldermen now seeks to amend Section 410.120 of the Twin Oaks Zoning Regulations, Chapter 410 of the Municipal Code (hereinafter the "Sign Regulations" to clarify that certain temporary signs do not need a permit (the "Amendment"); and

WHEREAS, on May 24, 2022, the Planning and Zoning Commission recommended that the Board of Aldermen approve of the proposed Amendment; and

WHEREAS, the Board of Aldermen, after careful and due deliberation and following a duly noticed public hearing held on June 15, 2022, in accordance with § 400.550 and § 89.060 RSMo., has concluded that the adoption of the proposed Amendment is in the best interests of health, safety, and welfare of the citizens of the City.

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

Section 1. Chapter 410 of the Twin Oaks Municipal Code, the Sign Regulations, Section 410.120 Permits Required, is hereby amended by adding the following underlined text and removing the struck-through text, to read as follows:

Section 410.120 Sign Permits Required.

- A. Sign Permit Required. ~~Unless otherwise provided in these regulations, it~~ shall be unlawful for any person, partnership, corporation, agent, or employee thereof to erect, repair, paint, replace, alter, relocate, or otherwise change, other than normal maintenance, within the City any sign as defined in this Chapter without first obtaining zoning approval and a sign permit from the City Clerk. Notwithstanding anything above to the contrary, no sign permit is needed for:
1. Items not meeting the definition of a sign; and,
 2. Temporary signs on lots with single-family attached or detached uses; and,
 3. Flags on lots with single-family attached or detached uses (flagpoles may still require a building permit pursuant to Section 500.150(B)(6)); and,
 4. Temporary window signs in the commercial district for non-residential uses.

- B. *Application.* Before any permit is granted for the erection of a sign, an application for sign permit including four (4) sets of final plans and specifications shall be filed with the City Clerk showing the location of the proposed sign and the dimensions of the sign area and supporting structure, materials and required details of construction. The permit application must be accompanied by the payment of the permit fee established by the City.
- C. *Permit Expiration.* If the work authorized under a sign permit is not completed within six (6) months after such permit was authorized, it shall become null and void.

Section 2. The recitals contained in the *Whereas* clauses are expressly incorporated in and made a part of this Ordinance.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 15th DAY OF JUNE 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

RESOLUTION NO. 22-16

A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH THOUVENOT, WADE & MOERCHEN, INC. FOR BRIDGE INSPECTION SERVICES.

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 Thouvenot, Wade & Moerchen, Inc., d/b/a TWM, for services relating to inspecting the wooden bridge over the pond in Twin Oaks Park and providing a report on its condition 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 15th DAY OF JUNE 2022, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Twin Oaks, Missouri
CONSULTANT SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____ 2022, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **Thouvenot, Wade & Moerchen, Inc.**, d/b/a TWM, an Illinois corporation, with its principal office located at 4940 Old Collinsville Road, Swansea, IL 62226, hereinafter referred to as “Consultant.”

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

I. SCOPE OF SERVICES

Consultant’s services are necessary for the following Project of City: *Bridge Inspection and Condition Report — Wooden Pond Bridge in Twin Oaks Park.*

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, to perform all the services and do all the things necessary for the proper completion of the consultant services, which are particularly described as inspecting the wooden pond bridge in Twin Oaks Park and issuing a report on its condition with recommendations for maintenance of the structure and as more specifically set forth in the proposal attached **Exhibit A**, incorporated herein (the “Services”).

Consultant shall perform the Services to the highest standard of care for such consultant services.

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

II. COMPENSATION

A. **Basic Compensation.** The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto an amount not to exceed \$5,000 as is set forth on an attached Exhibit A.

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 confirmation by the City of satisfactory performance of the Services for the fees, prices, rates, or schedule of values set forth above

IV. CONTRACT SCHEDULE

Time is of the essence. The Services to be performed under the Contract shall be commenced on _____, and shall be completed in a reasonable manner no later than 15 days after the commencement of the services.

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

**THOUVENOT, WADE & MOERCHEN, INC.
D/B/A TWM**

By _____

Title _____

DATED: _____

CITY OF TWIN OAKS

By _____

Title _____

DATED: _____

ATTEST: _____

City Clerk

GENERAL CONDITIONS

CITY OF TWIN OAKS, MISSOURI CONSULTANT/PROFESSIONAL SERVICES CONTRACT

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

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

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

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

Attorney Fees' and Costs. The Consultant shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Contract, which may result from the Consultant's breach of the Contract, the Consultant's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Contract.

Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, 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 negligent acts, errors, or omissions of the Consultant, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Consultant under the terms of this Contract. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Nothing in this Contract shall require the City to indemnify Consultant. To the extent required by law to enforce this provision, Consultant agrees that this indemnification requires Consultant to obtain insurance in amounts specified herein and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Contract.

Insurance. The Consultant shall obtain and maintain during the term of the Services and this Contract comprehensive general liability insurance, comprehensive automobile insurance, and employers liability insurance coverages of at least \$2,000,000 aggregate and \$450,000 per occurrence. 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 Contract Sum and no additional payment will be made therefor by the City.

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

NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 R.S.MO. OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Consultant has adequate insurance to cover the Consultant for tort claims that may arise out of the Services. It is not for the purchase of insurance for the City EXCEPT FOR AND ONLY TO

THE LIMITED EXTENT OF any claims against the City arising out of the Consultant's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Twin Oaks as an additional Insured that is barred by sovereign immunity, and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

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

Changes. No change in this Contract shall be made except in writing executed by all parties prior to the change in Services or terms being performed. The Consultant shall make any and all changes in the Services without invalidating this Contract when specifically ordered to do so in writing by the City. Consultant, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Services. **No 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 this Contract at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under this Contract an amount equal to the cost of all Services performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this 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 Contract during the next occurring fiscal year (an "Event of Nonappropriation"), this 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 of this Contract by any party. If applicable, this Contract may be annually renewed at each fiscal year by inclusion of specific appropriation for this Contract, from year to year not to exceed the maximum renewal period or term as set forth in the Contract.

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

Other Consultants. The City reserves the right to employ other consultants in connection with the Services.

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

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

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant 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 Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Services without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Contract, the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an

unauthorized alien in connection with the Services. Such affidavits shall be in substantially the form provided in Exhibit B. The Consultant shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Consultant shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Consultant is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Consultant (or "**Applicant**") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Consultant 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.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Consultant.

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

Governing/Choice of Law. This 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 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
Proposal



Frank Johnson <fjohnson@cityoftwinoaks.com>

Twin Oaks Park Bridge - BFA 3497-3G - Bridge Inspection and Condition Report

Adam N. Rutz <arutz@twm-inc.com>
To: Frank Johnson <fjohnson@cityoftwinoaks.com>

Fri, Jun 3, 2022 at 5:08 PM

You're welcome. See below revised scope and fee.

- **Scope:**
 - Perform an in depth inspection of the structure with the ability to get within arm's reach of any observed areas of concern.
 - Provide a condition report for the bridge addressing the below.
 - Summarize existing condition findings with photos
 - Provide proposed repair vs replacement alternatives with cost estimates for both options.
 - Prioritize the level of proposed repairs.
 - Suggest a recommended inspection schedule for the bridge based on condition findings.
- Fee = \$5,000 (hourly not to exceed)

Thanks,

[Quoted text hidden]
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Memo to: Board of Aldermen
From: Frank Johnson, City Clerk/Administrator
Subject: Park Reservation Policy Revisions
Date: June 10, 2022

CHANGES REQUESTED

Maintenance staff and the Park Committee are recommending two changes to the reservation policy for the pavilion at Twin Oaks Park. The proposed changes are:

- **Amend #9 of the Terms and Conditions to change the phrase “emptying trash receptacles” to “picking up all trash.”** Maintenance staff has found that this creates confusion and results in users of the pavilion taking the trash bags out of the garbage cans and leaving them sitting out.
- **Limit rentals the pavilion only.** Currently, individuals are allowed to reserve two of the three among the pavilion, the multi-use court, and the beach volleyball court. Maintenance staff and the Park Committee are recommending this change to allow for more use of the Park facilities by greater number of visitors during peak hours.

BOARD ACTION REQUIRED

- Per Section 220.040 of the Municipal Code, any changes to the reservation policy for Twin Oaks Park require approval from the Board of Aldermen.

**CITY OF TWIN OAKS, MISSOURI
CAPITAL IMPROVEMENT PROJECT REQUEST FORM**

PROJECT: **2022CI** **AUTUMN LEAF DRIVE RETAINING WALL**

Description:

Create a tiered retaining wall system in order to stabilize the slope. Will involve work on public and private property, so temporary easements will be required.

Received an initial bid from DJM for \$16,605. RFP will be required since project cost is over \$10,000.

Status:

	Concept Development
	Funding Programmed
	Proposal/Bid Solicitation
	Proposal/Bid Approved
	Work in progress
	Work completed
	Project closed out

Existing Condition:

The slope on 1440 Boly Lane that is adjacent to the roadway on Autumn Leaf Drive has severely eroded and is starting to impact trees on the hillside, causing higher risk for the trees uprooting and falling onto the roadway.

Justification, Goals & Impacts:

Funding Schedule:

Total	2022	2023	2024	2025	2026
\$20,000					

Funding Source:

4-702: CIST

**CITY OF TWIN OAKS, MISSOURI
CAPITAL IMPROVEMENT PROJECT REQUEST FORM**

PROJECT: **2022CI** **BIG BEND SQUARE ENTRANCE CONCRETE SLAB REPLACEMENT**

Description:

Replacement of concrete apron at the entrance to the shopping center off Meramec Station Road between Hardees and Commerce Bank.

Propper has offered to help pay for the cost, but didn't want to step on our toes by contracting the work. However, probably easier if we have them do it and send us an invoice for half or something.

Status:

	Concept Development
	Funding Programmed
	Proposal/Bid Solicitation
	Proposal/Bid Approved
	Work in progress
	Work completed
	Project closed out

Existing Condition:

Condition of concrete slab has deteriorated significantly with multiple large potholes that are too big to be patched with asphalt effectively.

Justification, Goals & Impacts:

Funding Schedule:

Total	2022	2023	2024	2025	2026
\$20,000					

Funding Source:

1-701: Road Capital

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

June 10, 2022

General Updates

Mayors for Meals

- The City of Twin Oaks will be participating in the 2022 Mayors for Meals food drive. Donations of canned food, other non-perishable items, and baby and personal care products will be accepted at the city office from June 20-24. Please help spread the word about this worthy cause with your friends and neighbors.

St. Louis County Court Contract

- The City issued an RFP for Prosecuting Attorney Services on June 7 with a deadline for proposals of June 29. The RFP has also been submitted for inclusion in the Local Government Briefings newsletter and will be posted in the St. Louis Countian as well. Staff will also be reaching out to other cities who have similar arrangements for their recommendations on a potential prosecuting attorney.

Third of July Fireworks

- Mike Perry has been booked to provide DJ services for musical entertainment prior to the fireworks on July 3rd.
- Staff is scheduling a planning meeting with the fireworks vendor and the Valley Park Fire Department for the week of June 20.

August Concert in the Park

- Vince Martin has been confirmed for the Aug. 20th Concert in Twin Oaks Park, pending approval of a contract.

Code Enforcement Sweep

- Staff has completed follow up with property owners that received violation letters from St. Louis County.
- Of the 15 violations cited in the spring sweep, approximately two-thirds have either been cleared or have property owners actively working to resolve the violation.
- There remain five violations where the property owners have been unresponsive to City contact attempts or have been previously notified of the violation and failed to take action.

Tall Grass at 1100 Meramec Station Road

- The tall grass/vegetation on the property at 1100 Meramec Station Road was mowed by the property owner on June 10, following the City's holding of a nuisance hearing on June 6.

Fallen Tree on Crescent Road Trail

- The Birnamwood Condo Board has authorized a bid for removal of the tree. The path should be cleared within several weeks.

Project Updates

Crescent Ave. Sidewalk

- Staff has scheduled an initial virtual meeting with BFA and ORC for Monday, June 13 to start the planning for the ROW negotiation process.

Solar Radar Sign

- Staff is currently planning to install the solar-powered radar sign on Crescent Avenue, pending the results of the utility locates. After discussing the issue with the vendor, staff believes the radar sign can be mounted on a 12-foot pole in that location.

Basketball Backboards

- As staff continues to explore the best way to mount the new backboard on the existing poles, we will be pursuing an interim solution that will allow for the hoops to be re-installed on the existing backboards.

Bond Compliance Officer – Annual Report to Board of Aldermen
June 15, 2022

In 2017, the Board passed an ordinance appointing the City Administrator/City Clerk as the City's "Bond Compliance Officer" and designating the Board's second meeting in June each year for an annual report.

The purpose is to report on the City's tax compliance procedures and policies for the 2017 Certificates of Participation (COPs), as supplemented in 2022 (the "2017 COPs"), issued to finance construction of City Hall.

Tax compliance ensures that the financed project is a public project, and that the City is not using tax exempt bond funds to invest for a profit.

Annual reports will be required until the 2017 COPs are paid off.

Currently, the 2017 COPs are the City's only outstanding bonds, and no new bonds are anticipated at this time.

The City's compliance policy specifically requires me:

- to maintain a Tax-Exempt Bond File with all relevant bond documents;
- to receive training on compliance;
- to prepare the City's annual compliance checklist; and,
- to file the checklist in the Bond File.

Additionally, if my annual review indicates there are any compliance issues, I will consult with the City Attorney to handle them, and document it in the Bond File.

I am happy to report this year that the City is in compliance with its policies and procedures:

- I have reviewed my checklist and report through the City Attorney's office as well as the City's financial consultant, Jeff Blume.
- The Bond File has been prepared, and is maintained in my office.
- I have prepared the Annual Compliance Checklist for the period ending April 2022 and determined there are no compliance issues.

The Checklist is a comprehensive guide to reviewing each requirement of the City's Tax Compliance Policy. This copy is for your information.

The City's future annual compliance should be straight forward for the following reasons:

- The City used only public funds to build City Hall. There were no private funds contributed.
- 100% of the funds were used for City Hall within a year of financing, and there are no unused funds.
- City Hall is being used exclusively by the City, so the use is entirely public.
- The City has no COPs funds set aside for investment.

The next compliance meeting will be in June 2023 and will cover the period ending April 2023.

Frank Johnson
Bond Compliance Officer