

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, JULY 12, 2023, 7:00 p.m.**

Tentative Agenda

- 1) REGULAR MEETING CALLED TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) APPROVAL OF CONSENT AGENDA
 - a) Board of Aldermen Regular Meeting Minutes from June 21, 2023
 - b) Board of Aldermen Closed Meeting Minutes from June 21, 2023
 - c) Bills List from June 17 to July 7, 2023
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Financial Statements — Dave Watson
 - b) Semi-annual Statement — Dave Watson
 - c) Park Committee — Joe Krewson
 - d) Police Report — Officer John Wehner
- 7) CITIZEN COMMENTS
- 8) NEW BUSINESS
 - a) Bill No. 23-08: AN ORDINANCE AMENDING CHAPTER 410, SIGN REGULATIONS, RELATING TO TEMPORARY COMMERCIAL SIGNS.
 - b) Resolution No. 2023-14: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH TOPPS PAVING AND SEALING FOR SEALCOATING AND RESTRIPIING THE PARKING LOT AT TWIN OAKS TOWN HALL.
- 9) DISCUSSION ITEMS
 - a) 2023 Fireworks Show Debrief
- 10) ATTORNEY’S REPORT
- 11) CITY CLERK’S REPORT

12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

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

14) CLOSED SESSION

Upon motion duly made and seconded, the Board of Aldermen will hold a closed session pursuant to Chapter 610 R.S.MO. for the reasons specifically set forth in Section 610.021 including, but not limited to, discussion pertaining to (1) legal actions, causes of action and litigation or confidential communications with the City's Attorney; and (2) the lease, sale or purchase of real estate.

15) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: July 10, 2023, 10:00 a.m.

Please note: Any person requiring physical or verbal accommodations should contact the city office 12 hours prior to meeting at 636-225-7873. Copies of public records for this agenda are available for public inspection before and at the time of the meeting.

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY JUNE 21, 2023**

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 – via zoom
Dennis Whitmore – yea Tim Stoeckl – yea

Also Present: Frank Johnson, City Clerk/Administrator
Paul Rost, City Attorney
Dave Watson, Financial Consultant

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 added a Closed Session to the agenda and asked for a motion to amend the Agenda. Alderman April Milne motioned to add the Closed Session, seconded by Alderman Tim Stoeckl. Mayor Fortune asked for a motion to approve the Agenda as amended. Alderman Dennis Whitmore motioned to approve the agenda as amended, seconded by Alderman Milne. The motion passed by a unanimous voice vote.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of Regular Meeting Minutes from June 7, 2023; Work Session Minutes from June 7, 2023; Bills List from June 3 to June 16, 2023; and the Credit Card List from May 1 to May 31, 2023. Alderman Whitmore asked for clarification regarding billing from Another Wild Goose Chase. City Clerk/Administrator Frank Johnson explained the monthly billing for goose patrol at the park. The Board had a brief discussion on the cost and asked City Clerk/Administrator Johnson to explore ways to reduce the cost for this service. With no other questions Mayor Fortune asked for a motion to approve the consent agenda. Alderman Stoeckl motioned to approve the consent agenda seconded by Alderman Whitmore. The motion passed by a unanimous voice vote.

REPORT OF COMMITTEES/COMMISSION/CONTRACTORS

Financial Statements: Financial Consultant Dave Watson reported that the City's finances are excellent for the month of May. Revenues are continue to exceed expenditures. Strong sales tax revenues continue to trend upward and being under budget on snow removal has helped significantly. Other factors that will add to the City strong financial growth moving forward are Business License revenue that are coming due this month and the opening of the new hardware store. Alderman Whitmore asked if Mr. Watson could speak to other city's financial situations. Mr. Watson confirmed that there are other cities that are still struggling to fully recover from the effects of the pandemic on their tax revenues.

Park committee: Mr. Joe Krewson presented the Park Committee Report. Mr. Krewson reported on a downed tree in the park. The Park Committee met in the park at the June meeting to review stain options for the new bridge. Mr. Krewson presented the committee's recommendation for the Boards consideration.

Mr. Krewson relayed a couple of items that were brought to Park Committee attention by Public Works Director, John Williams. Mr. Williams spoke about needing to get the water fountain by the basketball court decommissioned. The fountain isn't working and needs to be dug out and removed. Mr. Williams spoke about wanting to have additional electricity installed in the Park and retention pond issues by the stone bridge. City Clerk/Administrator Johnson mentioned that the Park Waterfall Rehabilitation Project was going will be discussed this evening.

Mr. Krewson said the Park Committee will be focusing on the Family Fun Day event coming up at the July meeting.

CITIZEN COMMENTS

There were no citizen comments.

NEW BUSINESS

Resolution No. 2023-12: A Resolution Approving an Agreement with Mike Hirsch for Sound System Services at the Fourth of July Ceremony in Twin Oaks Park. City Clerk/Administrator Johnson read the resolution explaining that the contract has been adjusted at the request of Mike Hirsch. Mr. Hirsh asked that the contract exclude the insurance policy requirements. City Clerk/Administrator Johnson wanted the Board to be aware of this request and, if in agreement, the contract can be signed with the Boards approval. The Board agreed with the contract changes and instructed City Clerk/ Administrator Johnson to proceed with contracting Mike Hirsch to set up sound for the Twin Oaks Firework Celebration.

DISCUSSION ITEMS

Park Waterfall Rehabilitation Project: City Clerk/Administrator Johnson revisited a project to fix the waterfall by the Stone Bridge in Twin Oaks Park. Mr. Williams had Landcare, a company

that specializes in landscaping, come out to assess the situation. Landcare determined that the lower collection pond needs to be dug deeper for the pump to work properly. This would be a project removal of the current pond lining, digging a deeper pond, replacing any landscaping that is disturbed and adding a new lining. Landcare submitted a proposal that gives the Board an idea of the cost. City Clerk/Administrator Johnson presented this project for the Board to consider since the Crescent Avenue Improvement Project may be starting until next year. This will allow the Board to consider another Capital Improvement Projects to invest in for the current year. Discussion ensued with the Board addressed a number of improvement projects to consider. The Board instructed City Clerk/Administrator Johnson to plan a Work Session at the July 12 meeting to discuss and prioritize 2-3 projects to send out for RFPs.

ATTORNEY'S REPORT

No Attorney report at this time.

CITY CLERK'S REPORT

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He stated that he was pleased to report that Byrne and Jones had completed the missed curb work on Golden Oak Court.

MAYOR & ALDERMEN COMMENTS

Mayor Fortune spoke on the Twin Oaks Fireworks Celebration. Alderman Whitmore mentioned that West County Magazine didn't list the Car Show and he would contact the magazine to update the information before the next issue is distributed.

Alderman Milne asked about the clarity of citations that are mailed to the residents following a code sweep. City Clerk/Administrator Johnson explained the City's code enforcement process. The county does a code enforcement sweep of Twin Oaks at the City's request and the county will send any violations to City Clerk/Administrator Johnson. Letters are then mailed to the residents detailing the potential violation and followed up with a phone call to provide clarity of what is needed to be completed and to answer any questions. City Clerk/Administrator Johnson asked the Board if they wanted to change anything in how Code Enforcements are handled. Following a brief discussion the Board asked to be informed of any code violations so that the Aldermen can better answer any questions that are asked by sited residents.

Alderman Whitmore mentioned that For Sale signs had been placed on the Boly Lane entrance. When he found the home being sold he spoke with the realtor who insisted that the condo being sold was NOT in Twin Oaks. Alderman Whitmore followed up on the reported pounding on doors by kids and found that no other incident have been reported. Alderman Whitmore reported repairs that are needing to be addressed on Autumn Leaf Dr.

FINAL CITIZEN COMMENTS

There were no final citizen comments.

CLOSED SESSION

Mayor Fortune asked for a motion to move into closed session, pursuant to Chapter 610 RSMo for the purpose of dealing with matters relating to the following: legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its Attorneys (610.021(1) RSMo.), Alderman Lisa Eisenhauer so motioned, seconded by Alderman Milne. The motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Whitmore-yea, Alderman Stoeckl-yea and Alderman Eisenhauer-yea-via zoom. The Board moved into Closed Session at 7:48 pm.

ADJOURNMENT

The Board returned from closed session at 8:30 p.m. There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Milne so motioned, seconded by Alderman Eisenhauer and the regular meeting was adjourned at 8:31 p.m.

Drafted By: _____
Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

City of Twin Oaks							
Bills and Applied Payments							
June 17, 2023 through July 7, 2023							
Check No.		Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12612	Michael Bogad	6/17/2023	refund for alcohol permit	PR061723	\$100.00	\$100.00	7/12/2023
12613	Engelmeyer & Pezzani, LLC	5/16/2023	prosecutor charges for preparing and attending docket	3690	\$300.00		
		5/16/2023	prosecutor charges for preparing and attending docket	3691	\$300.00		
		6/16/2023	assistant prosecutor duties	3782	\$258.00	\$858.00	7/12/2023
12614	Traffic Control Company	6/21/2023	stencil for road signage	19890	\$263.85	\$263.85	7/12/2023
12615	Misty Whalen	6/21/2023	refund for canceled reservation	PR090223	\$150.00	\$150.00	7/12/2023
12616	St. Louis County Public Works	6/18/2023	occupancy inspection and code sweep	TO61823000 55002	\$130.75	\$130.75	7/12/2023
12617	Heather Reeves	6/24/2023	refund for alcohol permit	PR062423	\$100.00	\$100.00	7/12/2023
12618	Sohn Enterprises, LLC	6/23/2023	removal and cleanup of fallen tree at Twin Oaks Park	1927	\$2,200.00	\$2,200.00	7/12/2023
12619	Bridge Towe Media	6/22/2023	Public Notice publication regarding commercial sign regulations	745619430	\$38.08	\$38.08	7/12/2023
12620	Marco	6/22/2023	Contract charges for Jun 25 to Jul 24	11342294	\$67.35	\$67.35	7/12/2023
12621	Amanda Arshad	6/28/2023	refund for canceled reservation	PR082623	\$150.00	\$150.00	7/12/2023
12622	Mutt Mitt	6/30/2023	Mutt Mitts for Park	556937	\$919.89	\$919.89	7/12/2023
12623	OnSite Company	6/30/2023	portable restrooms-handwash stations	1560836	\$2,123.00	\$2,123.00	7/12/2023
12624	Lake Management Services, Inc	6/27/2023	treatment for upper and lower pond	19.45	\$417.00	\$417.00	7/12/2023
12625	Sandra Heine	7/1/2023	refund for liquor permit	PR070123	\$100.00	\$100.00	7/12/2023
12626	Missouri One Call System	6/30/2023	2nd quarter billing	3061105	\$4.01	\$4.05	7/12/2023
12627	Trugreen	6/29/1930	lawn service on 6-29-23	178775880	\$88.34	\$88.34	7/12/2023
12628	Davey	6/23/2023	stump grinding in the park-bagworm treatment of trees-141/Big Bend	917739630	\$2,426.00	\$2,426.00	7/12/2023
12629	Accident Fund Insurance	6/27/2023	premium payment	1000019609	\$3,867.00	\$3,867.00	7/12/2023
12630	Harvey's	6/30/2023	Lawn mowing service for Park, ROW and City Hall	SJN#29009	\$4,465.72	\$4,465.72	7/12/2023
12631	Arc Pyro	7/7/2023	Remainder of payment due for 2023 fireworks display		\$13,000.00	\$13,000.00	7/12/2023
12632	Lisa Eisenhauer	7/5/2023	refund for pavilion deposit	PR070523	\$150.00	\$150.00	7/12/2023
12633	St Louis County Police	7/3/2023	police contract for the month of July	151993	\$12,229.78	\$12,229.78	7/12/2023
Autopay	Spire	6/26/2023	monthly charges for City Hall	3056	\$45.20	\$45.20	7/6/2023
Autopay	Spire	6/26/2023	monthly charges for 50 Crescent	361	\$27.09	\$27.09	7/11/2023
Autopay	AT&T	6/6/2023	monthly charges for City Hall	1803	\$135.43	\$135.43	6/28/2023
Autopay	AT&T	6/7/2023	monthly charges for 50 Crescent	9698	\$95.25	\$95.25	6/30/2023
Autopay	MSD	6/22/2023	monthly charges for 50 Crescent	0813150-0	\$33.61	\$33.61	7/12/2023
Autopay	Ameren	6/22/2023	monthly charges for 50 Crescent	2123	\$73.22	\$73.22	7/14/2023
Autopay	Ameren	6/22/2023	monthly charges for Ctiy Hall	8004	\$1,082.81	\$1,082.81	7/14/2023
Autopay	Ameren	6/22/2023	monthly charges for Twin Oaks Ct	5112	\$404.60	\$404.60	7/14/2023
Autopay	Ameren	6/22/2023	monthly charges for Big Bend/141 lights	9007	\$63.33	\$63.66	7/14/2023
Autopay	Ameren	6/22/2023	monthly charges fro water pump	7008	\$11.51	\$11.51	7/14/2023
Autopay	Water	6/23/2023	monthly charges for 50 Crescent	6457	\$16.89	\$16.89	7/17/2023
Autopay	Water	6/22/2023	monthly charges for City Hall Irrigation	8240	\$721.89	\$721.89	7/14/2023
Autopay	Water	6/22/2013	monthly charges for City Hall	7767	\$57.62	\$57.62	7/14/2023
Autopay	Water	6/22/2023	monthly charges for 1240 Derbyshire Dr Irrigation	6868	\$1,154.59	\$1,154.59	7/14/2023
Autopay	water	6/26/2023	monthly charges for 1312 Big Bend Irrig	5681	\$809.59	\$809.59	7/18/2023
Autopay	Water	6/28/2023	monthly charges for park water	8845	\$1,355.63	\$1,355.63	7/20/2023
Autopay	Water	6/28/2023	monthly charges for 1 Twin Oaks Park	8944	\$2.41	\$2.41	7/20/2023
Autopay	Ameren	7/3/2023	monthly charges for street lights	5515	\$640.60	\$640.60	7/19/2023
			Alderman				
			Alderman				



**CITY OF
TWIN OAKS, MISSOURI**

**MONTHLY OPERATING
FINANCIAL STATEMENTS**

**AS OF AND FOR THE ONE MONTH
ENDED JUNE 30, 2023 AND
JUNE 30, 2022**

**CITY OF TWIN OAKS
COMBINED BALANCE SHEET
June 30, 2023**

<u>Assets</u>	
Cash	\$ 1,803,504
Other current assets	404,731
Lease receivable	369,100
TOTAL ASSETS	\$ 2,577,335
<u>Liabilities</u>	
Payables and deferred	60,554
Lease related	359,250
TOTAL LIABILITIES	419,804
<u>Fund Balances</u>	
Sewer Lateral	46,714
Capital Improvements	787,625
Road	(75,676)
Park	471,918
General	926,950
TOTAL FUND BALANCES	2,157,531
 TOTAL LIABILITIES AND FUND BALANCES	 \$ 2,577,335

CITY OF TWIN OAKS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SIX MONTHS ENDED, JUNE 30, 2023

	<u>Sewer</u>	<u>Cap Impr</u>	<u>Road</u>	<u>Park</u>	<u>General</u>	<u>Total-All Funds</u>		<u>Percent Change</u>
						<u>2023</u>	<u>2022</u>	
REVENUES								
Sales taxes	\$ -	\$ 154,373	\$ -	\$ 181,616	\$ 363,424	\$ 699,413	\$ 561,604	24.5%
Property tax	-	-	14,196	-	31,895	46,092	39,654	16.2%
Intergovernmental taxes	-	-	10,164	-	9,178	19,342	13,131	47.3%
Licenses, permits, fees	1,663	-	-	-	87,096	88,760	65,025	36.5%
Miscellaneous	-	4,195	-	2,170	1,791	8,156	2,905	180.8%
Investment income	206	-	-	-	9,043	9,250	849	989.5%
Total	1,870	158,568	24,361	183,786	502,429	871,013	683,168	27.5%
EXPENDITURES								
Court	-	-	-	-	3,146	3,146	-	
Personnel services	-	-	27,212	18,141	86,410	131,763	126,769	3.9%
Administrative	-	-	-	-	76,972	76,972	70,290	9.5%
Operating	2,963	-	37,980	41,441	34,948	117,331	130,506	-10.1%
Contractual	-	-	-	-	22,814	22,814	37,441	-39.1%
Police	-	-	-	-	73,379	73,379	71,083	3.2%
Maintenance and repair	-	-	-	21,489	-	21,489	18,609	15.5%
Debt service	-	71,393	-	-	-	71,393	71,393	0.0%
Capital Imp-Stormwater	-	-	-	14,090	-	14,090	-	
Capital improvement-Road	-	-	38,401	-	-	38,401	39,319	-2.3%
Total	2,963	71,393	103,592	95,161	297,669	570,778	565,410	0.9%
Excess (deficiency) of revenues over (under) expenditures	(1,094)	87,175	(79,232)	88,625	204,760	300,235		
Other Sources (Uses)								
Transfers In (Out)	-	-	-	-	-	-	-	
Change in Fund Balance	(1,094)	87,175	(79,232)	88,625	204,760	300,235		
Fund Balance 1/1/2023	47,808	700,450	3,556	383,293	722,190	1,857,297		
Fund Balance 6/30/2023	\$ 46,714	\$ 787,625	\$ (75,676)	\$ 471,918	\$ 926,950	\$ 2,157,532		

CITY OF TWIN OAKS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET - FISCAL YEAR 2023

						Total-All Funds		Actual as % of Budget
	<u>Sewer</u>	<u>Cap Imprv</u>	<u>Road</u>	<u>Park</u>	<u>General</u>	BUDGET 2023	ACTUAL 06/30/23	
REVENUES								
Sales taxes	\$ -	\$ 283,000	\$ -	\$ 332,900	\$ 585,200	\$ 1,201,100	\$ 699,413	58.2%
Property tax	-	-	14,400	-	40,500	54,900	46,092	84.0%
Intergovernmental taxes	-	-	12,000	-	14,700	26,700	19,342	72.4%
Licenses, permits, fees	3,900	-	-	3,200	119,800	126,900	88,760	69.9%
Miscellaneous	-	-	-	100	800	900	8,156	906.3%
Investment income	100	1,100	-	800	900	2,900	9,250	319.0%
Total	4,000	284,100	26,400	337,000	761,900	1,413,400	871,013	61.6%
EXPENDITURES								
Court	-	-	-	-	7,200	7,200	3,146	43.7%
Personnel services	-	-	58,600	39,600	187,400	285,600	131,763	46.1%
Administrative	-	-	-	-	117,600	117,600	76,972	65.5%
Operating	4,000	-	-	95,100	85,500	184,600	117,331	63.6%
Contractual	-	-	-	-	70,000	70,000	22,814	32.6%
Police	-	-	-	-	148,200	148,200	73,379	49.5%
Maintenance and repair	-	-	18,500	40,100	-	58,600	21,489	36.7%
Debt service	-	142,900	-	-	-	142,900	71,393	50.0%
Capital Imp-Stormwater	-	-	-	2,500	-	2,500	14,090	563.6%
Capital improvement-Road	-	-	460,600	88,000	-	548,600	38,401	7.0%
Total	4,000	142,900	537,700	265,300	615,900	1,565,800	570,778	36.5%
Excess (deficiency) of revenues over (under) expenditures	-	141,200	(511,300)	71,700	146,000	(152,400)	300,235	
Other Sources (Uses)								
Transfers In (Out)	-	-	-	-	-	-	-	
Change in Fund Balance	0	141,200	(511,300)	71,700	146,000	(152,400)		
Fund Balance 1/1/2023	47,808	700,450	3,556	383,293	722,190	1,857,297		
Fund Balance 12/31/2023	\$ 47,808	\$ 841,650	\$ (507,744)	\$ 454,993	\$ 868,190	\$ 1,704,897		

David V. Watson
2446 Driftwood Lane
Saint Louis, Missouri 63146
Phone: (314) 608-6144
Email: dave63146@yahoo.com

July 6, 2023

Frank Johnson, City Administrator/City Clerk
City of Twin Oaks
1381 Big Bend Road
Twin Oaks, MO 63021

Re: Semi Annual Report on Revenues, Expenditures and Debt, June 2023

Dear Mr. Johnson,

Pursuant to City Code 110.100 and Missouri Statute 79.160 the following information is submitted:

For the six months, January 1 through June 30, 2023:

<i>Revenues</i>	<i>\$871,013</i>
<i>Expenditures</i>	<i>570,778</i>

Long-Term Indebtedness at June 30, 2023:

Certificates of Participation Series 2017 (City Hall) \$1,070,448

Respectfully,

David Watson



CITY OF TWIN OAKS POLICE ACTIVITY REPORT June 2023

Radio CFS: 33

Self-Initiated Assignments: 71

Police Reports Written: 8

Total Traffic Stops: 17

Arrests:

Felony 0

Misdemeanor 1 (Warrants)

Summons (Arrest Notification) 0

Auto Accidents:

Injury 0

Non-Injury 6

Locations: Big Bend Rd and Meramec Station Rd (2), Big Bend Rd and MO Hwy 141 (3), 1190 Meramec Station Rd

Crimes Reported: 0

Patrol Bicycle Program: 39 hours

**AN ORDINANCE AMENDING CHAPTER 410, SIGN REGULATIONS,
RELATING TO TEMPORARY COMMERCIAL SIGNS.**

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 City desires to make text amendments to the Sign Regulations, Chapter 410, of the Twin Oaks Zoning Code contained in the Municipal Code (hereinafter the “Zoning Code”); and

WHEREAS, on June 27, 2023, the Planning and Zoning Commission recommended that the Board of Aldermen approve of the proposed amendment of the Sign Regulations set forth herein; and

WHEREAS, the Board of Aldermen, after careful and due deliberation and following a duly noticed public hearing held on July 12, 2023, in accordance with § 400.550 and § 89.060 RSMo., has concluded that the adoption of the proposed amendments to the Sign Regulations pertaining to certain temporary signs would be in the 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. Section 410.050, Signs Permitted In Commercial Districts, is hereby amended by adding text [**text**] and deleting text [**text**] to read as follows:

Section 410.050 Signs Permitted In Commercial Districts.

A. Unless approved by a Master Common Signage Plan provisions set forth in Subsection (**B**) of this Section, the following types of signs meeting the regulations set forth below shall be permitted in a Commercial District for non-residential uses. Regulations pertaining to size, height and number shall represent the maximums allowed per lot or premises, as applicable. Signs that are unlisted are not permitted (unless approved by a Master Common Signage Plan provisions set forth in Subsection (**B**) of this Section).

Sign Type	Regulations	
2. Temporary signs		
a. Banners	Information:	None
	Maximum size:	30 square feet
	Maximum height:	Below building roof level

Sign Type	Regulations
	<p>Maximum number: 1</p> <p>Location: On premises</p> <p>Colors: See Subsection (C)</p> <p>Special: Limited to 1 per 30 consecutive day period per calendar quarter. <u>Shall not be displayed more than 31 consecutive days in any 90-day period.</u> Fastened within the perimeter of the vertical wall of the business</p> <p>Projection: None</p> <p>Permit required: Yes</p>
b. Inflatable Sign	<p>Information: None</p> <p>Maximum size: 1,500 cubic feet</p> <p>Maximum height: 15 feet</p> <p>Maximum number: Not more than 1 per lot at any time; Limited to 1 per 15 consecutive day period per calendar quarter</p> <p>Location: On premises (may be attached to premises roof); sign shall not be located in any right-of-way, sidewalks, drive aisles, or parking spaces</p> <p>Colors: See Subsection (C)</p> <p>Special: Displayed for not more than 15 days <u>Shall not be displayed for more than 15 days in any 90-day consecutive period</u></p> <p>Projection: None</p> <p>Permit required: Yes</p>
c. Window sign	<p>Information: None</p>

Sign Type	Regulations
	<p>Location: Each sign shall face a street or be located at a main entrance</p> <p>Special: May be illuminated, if limited to single floodlight: no internal illumination; Limited to 1 per 30 consecutive day period per calendar quarter; Coverage, whether temporary and/or permanent, may not exceed in the aggregate 50% of the total area of all windows on any elevation;</p> <p>Projection: None</p>
d. Yard sign	<p>Information: None</p> <p>Maximum size: 24 square feet</p> <p>Maximum height: Not more than 7 feet above finish grade</p> <p>Maximum number: Not more than 2 per lot</p> <p>Location: Minimum 10 feet behind a curb line</p> <p>Colors: No restrictions</p> <p>Special: Limited to 1 per 30 consecutive day period per calendar quarter <u>Shall not be displayed more than 31 consecutive days in any 90-day period</u></p> <p>Projection: None</p> <p>Permit required: Yes</p>
3. Flag Information:	<p>See requirements of Section 500.150(B)</p> <p>Maximum size: 4 feet by 6 feet</p> <p>Maximum height: Not more than 35 feet</p> <p>Maximum number: 3 poles and 3 flags per premises</p>

Sign Type	Regulations
Location:	On business premises
Colors:	No restrictions
Special:	None
Projection:	Not more than 6 feet
Permit required:	Yes

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 12th DAY OF JULY 2023.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Memo to: Planning and Zoning Commission
From: Frank Johnson, City Clerk/Administrator
Subject: Commercial Sign Regulations
Date: June 12, 2023

Staff are recommending several minor changes to the regulations regarding temporary commercial signs in Twin Oaks. The changes are designed to make the enforcement process more consistent and clear for both businesses and City staff. The proposed changes are:

- Change the duration limits from “per calendar quarter” to “any 90-day period” for banners, inflatable signs, and yard signs.
- Remove the 30-day duration limit for temporary window signs.
 - As these signs do not require a permit, this has become difficult to regulate, and it has created issues for new businesses opening in Twin Oaks. By default, if such temporary signs are up for longer than a 6 months, they become permanent signs and will require a permit.
 - Whether temporary or permanent, windows signs cannot take up more than 50 percent of the total window area.

RESOLUTION NO. 2023-14

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH TOPPS PAVING AND SEALING FOR
SEALCOATING AND RESTRIPING THE PARKING LOT AT TWIN OAKS
TOWN HALL.**

**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 Topps Paving and Sealing, LLC, for services relating to sealcoating and restriping the parking lot at Twin Oaks Town Hall located at 1381 Big Bend Road, Twin Oaks, MO 63021, 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 12th DAY OF JULY 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____ 2023, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **Topps Paving and Sealing, LLC**, a Missouri corporation, hereinafter referred to as “Contractor,” with a business mailing address of 11502 Dorsett Road, Maryland Heights, Missouri 63043.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for services related to the sealcoating and restriping of approximately 1,013 square yards of asphalt parking lot at the Twin Oaks Town Hall located at 1381 Big Bend Rd., as described on Exhibit A (the “Proposal”), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

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

I. SCOPE OF SERVICES

Contractor’s services are necessary for the following Project of City: *Parking Lot Sealcoating and Restriping—Twin Oaks Town Hall*.

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

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

II. COMPENSATION

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

Sealcoating (weekend rate)	\$2,206.00
Striping	\$825.00
<u>Total Due at the City’s final acceptance of the work:</u>	<u>\$3,031.00</u>

If the work is performed on a weekday, a discount of \$221.00 shall be applied to the amount due.

III. TIME AND MANNER OF PAYMENTS

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

IV. CONTRACT SCHEDULE

Time is of the essence. The Work shall be commenced on _____, 2023, and shall be completed in a reasonable manner no later than _____, 2023. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$100.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

TOPPS PAVING AND SEALING, LLC

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
Proposal

Topps Paving & Sealing, LLC.

11502 Dorsett Road
 Maryland Heights, MO 63043
 PH: (314) 705-8061 FAX: (314) 739-7258

Proposal submitted to:
 City of Twin Oaks
 Attn John Williams
 1381 Big Bend Blvd
 Manchester MO 63021

Date: 7/7/2023
 Jobsite: **Same**
 Phone: (314) 574-7152
 Email: jwilliams@villageoftwinoaks

We hereby propose to furnish labor and materials necessary to complete the following work:

Topps Asphalt Seal Coats **Seven Days A Week** For Your Convenience !

SCOPE OF WORK: **SEALCOAT AREA AT APPROX. (1,013) SQUARE YARDS.**
(2 COATS OF SEALER IN ONE APPLICATION)

PREPARATION: Clean surface of dirt, vegetation and debris using wire brushes, brooms, and air blowers.

OIL SPOTS: Prime oil saturated areas with **Poly Oil Sil**, a chemical designed to aid in the bonding of asphalt sealer to oil stained pavement.

CRACKS: Seal cracks from 1/4" to 3/4" with Styrelf Liquid Crack-filler. Due to the nature of cracks Crack-sealer **cannot be guaranteed against settling or reopening** after application. This proposal includes up to **400** linear feet of crack-filling. This may NOT include all the cracks in the asphalt.

TRACTION: Silica sand will be mixed with sealer to aid in **winter and rainy weather traction.**

HARDENERS & DRYERS: **Poly Alt 604**, a copolymer solution, to be added to sealer to quicken cure time, reduce tracking, and maximize longevity of sealer.

SEALER Apply **MAC-52 Sealer** or **SealMaster PMM – Polymer Modified MasterSeal.**

BARRICADES: Barricade area during and after seal-coating to allow for proper curing and traffic control.

STRIPING: Lot to be restriped according to existing layout, excluding curbs unless noted.

Note! **We do not crack fill spider web areas.....**

SEALCOATING..(Weekends).....	\$2,206	(Price Based on ONE trip(s) \$350 per additional)
WEEKDAY DISCOUNT.....	(\$221)	(Price Based on TWO trip(s) \$350 per additional)
STRIPING.....	\$825	(Price based on ONE trip(s) \$250 per additional)



Must
Initial
Below
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Topps Asphalt Sealing & Paving is Fully Insured for your protection.

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Respectfully Submitted

Total \$ _____

Marc Janitch

Please total from above.

Date _____

Signature: **X** _____

John Williams - Your Business Is Greatly Appreciated!

(**Note**--Proposal may be withdrawn if not accepted within 15 days. Due to the **VOLATILITY** in the oil market, prices are subject to change even after this proposal acceptance. Customers will be notified of any price change before job start. Please provide a **day contact number** where you can be reached upon acceptance of this contract.

Work # _____

Cell # _____

ACCEPTANCE: This proposal must be signed and returned before any field work can commence and it expires thirty (30) days from the date hereof and may be accepted at any later date at the sole option of Topps Paving & Sealing LLC, (hereinafter referred to as contractor). Upon receipt it is understood the foregoing, including the terms, conditions and notices set forth below, will constitute the full and complete agreement between us.

COMMENCEMENT OF WORK: If Contractor is delayed in the performance of the Work by any act or omission of Owner or of any employee, agent, or subcontractor of Owner, or by any Change Order, any strike or other labor dispute, or unavoidable casualty, unusual weather conditions, or any other cause which the Contractor could not reasonably control, the time for completion shall be extended for a period equal to the length of such delay. Contractor will not be held liable for loss, damage, or delay occasioned by material shortage, inclement weather, strikes, force majeure, inadequate site conditions or any other cause beyond the reasonable control of Contractor. Contractor shall be granted unimpeded access to perform its scope of work. Contractor shall be compensated for delays due to others at the project site.

UNFORESEEN CONDITIONS: Should concealed conditions encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in existing structures be at variance with the conditions indicated by the Plans and Specifications of other written instruments or documents provided by Owner or Owner's Architect/Engineer, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in existing structures of an unusual nature, differing materially from those ordinarily encountered in work of the character provided for herein, be encountered, Contractor may require the Contract Sum and the time of completion be equitably adjusted upon written claim made within thirty (30) days after Contractor's first observance of the conditions. If Owner does not approve Contractor's claim within ten (10) days after its receipt, Contractor shall have the right to stop all work until Owner & Contractor can agree upon appropriate adjustments.

NOTE: Excavation of existing asphalt is bid for 2-3" depth of removal. Asphalt excavation exceeding 3" because of unforeseen overlay or other reason will be billed to Owner to compensate Contractor appropriately for any additional expenses incurred from excavating beyond 3" depth and an appropriate margin of profit as based on the job total.

PRICES: This proposal is based on labor, material and equipment costs on the date hereof and is subject to changes in price on a dollar to dollar basis in labor and or material incurred or occurring after the proposal valid date and prior to contract execution. Contractor shall be compensated for work performed at the verbal or written request of owner or owner's representative which is not within the scope of work.

CONTRACT SUM-PAYMENT: As payment for Contractor's Work hereunder, Owner shall pay Contractor the Contract Sum in cash or by good check, pursuant to the following procedure. Payment shall be based on Contractor's invoice and shall be made immediately after Contractor's submission of its invoice to Owner, Contractor may obtain progress payments before completion of the Work upon preparing and submitting appropriate invoices to Owner. No payment shall constitute acceptance of defective or improper work. No portion of the Contract Sum shall be retained for any reasons. A late payment charge of 1 and 1/2% per month (18% annually) will be added on any overdue amount past 7 days. Owner agrees to pay the finance charge on any outstanding balance, and all reasonable attorney's fees, and other costs and expenses incurred in any suit or other legal action to enforce the terms of the contract. No more than 10% of the contract price may be withheld from payment due to disputes or workmanship of the scope of services. If the Project is not ready for commencement of the Work, or if Contractor has not received Notice to Proceed, on or before the proposed commencement date set forth on the front side of this document, the Contract Sum shall be increased by all cost increases incurred by Contractor above the prices available to Contractor as of that date.

ADDITIONAL OBLIGATIONS OF OWNER: Owner further agrees'.

- A. To secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or facilities, or for permanent changes in existing structures or facilities.
- B. To be responsible for locating and clearly marking all underground utilities and other underground or concealed structures, facilities, and obstacles, Contractor shall be compensated for any costs resulting from damages to such underground items not adequately marked and called to the attention of the contractor.
- C. To maintain reasonable safeguards against injury or damages to persons or property on or about the Work Site at any time that Contractor is not actively conducting operations on the site. In the event Owner fails to so prepare and maintain the Project site and coordinate the others working on the Project, and in the event Contractor is thereby unable to perform its Work on a continuous uninterrupted basis, Contractor shall have the right to stop the Work until Owner and Contractor agree to appropriate adjustments in the Contract Sum.
- E. To secure and pay all permits and government fees, licenses and inspections necessary for the completion of work.

CLEARING: Contractor shall be compensated for moving of materials, debris and/or obstacles from the work area, unless specifically noted otherwise in the scope of work, and if such work is necessary for contractor to do the contract work.

GRADS: Subgrade elevations are to be brought within plus or minus one (1) inch by others unless specifically noted otherwise in the scope of work before the contracting crews move in. If it is necessary for the contractor to remove excess overburden or add fill to said work areas over and above said limits, contractor shall be compensated for such extra work and materials. Contractor is not responsible for backfilling or adjusting grades adjacent to its work, unless specifically noted in the scope of work.

LINES & LEVELS: Owner shall be responsible for all survey lines and grade elevations necessary for contractor to locate and install its work unless specifically noted otherwise in the scope of work. Contractor may rely on such lines and levels to be correct.

SUBGRADE CONDITIONS: Owner shall be responsible for subgrade conditions and degree of compaction. Contractor shall not be held responsible for paving defects resulting from subgrade pumping or yielding under normal construction paving conditions.

SITE CONDITIONS: Contractor shall be relieved of all responsibility when ordered by owner to install work, when in the contractor's stated opinion, the temperature, Weather, soil or fill conditions are unsuitable and said conditions may have a detrimental effect on the finished installation.

DRAINAGE: Contractor shall make a reasonable effort to install the work to avoid puddles or ponding water. Contractor shall not be held responsible for puddles or ponding or running water where insufficient slope (normally 3/16" per foot) or paving exists, or for surface tolerance less than 3/8" in eight feet horizontal distance.

INDEPENDENT CONTRACTOR: In performing its obligations hereunder, Contractor shall be deemed an independent contractor and not an agent or employee of Owner. Contractor understands that as an independent employing unit it is subject to all applicable income tax withholding and unemployment compensation laws.

TERMINATION OF AGREEMENT: This Agreement may be terminated in the following manner if:

- (i) Owner becomes insolvent, a petition in bankruptcy is filed by or against Owner, Owner makes a general assignment for the benefit of its creditors, or a receiver is appointed for Owner;
- (ii) Owner fails to make payment of any part of the Contract Sum as provided hereof;
- (iii) Contractor elects to terminate this Agreement because the Contractor and Owner are unable to agree to adjustments under the provisions hereof;
- (iv) Performance of the Work is prohibited, prevented or substantially impeded for a period of thirty (30) days or more under an Order of any Court or other public authority having jurisdiction, or as a result of any act of government, or as a result of any interference of hindrance caused by Owner, Owner's Architect/Engineer, or any of their agents, servants, employees or contractors; or
- (v) Owner defaults in the performance of any other covenant or condition hereunder, and fails to remedy such default within fifteen (15) days after receipt of written notice thereof from Contractor; then Contractor may terminate this Agreement by giving written notice thereof to Owner. Upon such termination, Contractor may remove all of its equipment, tools, and machinery from the Project site and may recover from Owner payment for all Work performed through and including the date of termination and may recover from Owner all losses sustained as a direct result of any breach by Owner, including Contractor's lost profits.

ADDITION AS TO GUARANTEE

Contractor hereby warrants and guarantees to Owner, in lieu of all other warranties, express or implied, that all Work shall be, of good quality, free from faults or defects, and in conformance with the Plans and Specifications, it being understood that this warranty and guarantee shall remain in effect only for a period of ninety (90) days from and after the date of Completion of the Work. Contractor agrees to repair or replace, at its expense, any defects in the Work which appear within said period of ninety (90) days. Notwithstanding the foregoing, the Contractor shall not be responsible for, and the foregoing guarantee is exclusive of, the following:

- (i) Contractor shall not be held liable for future defects caused by; subgrade settlement, failure of the subgrade, inadequate design, hydrostatic pressure, overloading, abuse, or misuse of the paving by others, temperature and reflective cracking and/or subgrade shrinkage;
- (ii) accumulation of water if Plans, and/or existing job specifications call for less than one percent (1%) per foot fall;
- (iii) reflective cracks due to concrete overlays;
- (iv) damages or defects resulting from Owner's failure to backfill all exposed edges of paving;
- (v) damages or defects resulting from crack-filling with unknown or improper substances;
- (vi) damages or defects resulting from gasoline, oil, or other spillages that dissolve asphalt;
- (vii) damages or defects that result from settling of utility ditches or backfills of any kind;
- (viii) damages or defects that result from snow removal, or from spikes or chains used for gripping snow;
- (ix) damages or defects which result from power steering scuffing or hard usage; and
- (x) damages or defects resulting from any unknown or unforeseen causes or conditions such as unknown underground utilities, underground caverns, underground waterways, tree roots, etc.

**Exhibit B
Insurance**

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

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

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

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

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

July 7, 2023

General Updates

Twin Oaks Zoning Map

- The City's official zoning map has been updated to properly reflect the zoning designation of the shopping center at 1100 Meramec Station Road as PD-C (Planned Commercial Development).

Downed Tree in Twin Oaks Park

- The tree that fell in Twin Oaks Park on June 21 was cleared and removed the following day. The adjacent property owner has been contacted regarding clearing and removing the portion that remains on their property.

Third of July Fireworks Appreciation

- The City of Twin Oaks once again put on another spectacular fireworks display this year. The staff and St. Louis County police officers whose hard work and dedication made the event possible have our sincere gratitude and appreciation.

Project Updates

Crescent Ave. Stormwater and Sidewalk Improvements

- City staff meet with the new homeowners at 98 Crescent Ave. in regards to the new projects. Their feedback and questions on the plans have been passed on to BFA.
- ORC is beginning the ROW acquisition process, per the Board's direction, and will be contacting homeowners within the next week.

Pedestrian Bridge Replacement

- The full engineering report for the abutments was delivered on July 7, and it found that the existing abutments are in good condition and feasible for re-use. The report also suggested several minor changes to the shop drawings for the new bridge so that it can be properly secured to the abutments.
- SCE will now place the order for the new bridge. Following the previously quoted 18-week lead time, we can expect delivery and installation of the new bridge in November.