

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
BOARD CHAMBER, TWIN OAKS TOWN HALL  
1381 BIG BEND ROAD  
WEDNESDAY, JULY 21, 2021, 7:00 p.m.**

To balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, face coverings are required for those attending this meeting of the Board of Aldermen. Individuals who have been fully vaccinated against COVID-19 may choose to not wear a face covering.

In addition, the meeting will also 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](http://www.facebook.com/twinoaksmo).

Residents and others who wish to comment may also email their comments to City Clerk Frank Johnson, [fjohnson@cityoftwinoaks.com](mailto:fjohnson@cityoftwinoaks.com), by 5 p.m. on July 21, 2021, and their comments will be shared with the Board at the appropriate time.

**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 Session Minutes from July 7, 2021
  - b) Board of Aldermen Work Session Minutes from July 7, 2021
  - c) Bills List from July 3 to July 16, 2021
  - d) Credit Card List from June 1 to June 30, 2021
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
  - a) Financial Statements — Jeff Blume
  - b) Semi-Annual Statement — Jeff Blume
- 7) PRELIMINARY CITIZEN COMMENTS
- 8) NEW BUSINESS
  - a) Bill No. 21-13: AN ORDINANCE APPROVING AN AMENDMENT TO TWIN OAKS MUNICIPAL CODE SECTION 225.030 PERTAINING TO RESIDENTIAL SOLID WASTE CONTAINERS.
  - b) Resolution No. 2021-21 A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH CIRCUS KAPUT, LLC, FOR FACE

PAINTING AND FAMILY ENTERTAINMENT FOR THE TWIN OAKS FAMILY FUN DAY ON OCTOBER 2, 2021.

- c) Resolution No. 2021-22 A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH JOLLY JUMPS, LLC, FOR THE PROVISION, SET UP AND TEAR DOWN OF INFLATABLES FOR THE TWIN OAKS FAMILY FUN DAY ON OCTOBER 2, 2021.
- d) Resolution No. 2021-23 A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH STF, LLC DOING BUSINESS AS TRAFFIC CONTROL COMPANY FOR CERTAIN TRAFFIC STRIPING SERVICES ON MERAMEC STATION ROAD.

9) DISCUSSION ITEMS

- a) Drainage Channel Repair in Birnamwood Condos

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

POSTED: July 19, 2021, 3 p.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, JULY 7, 2021**

The meeting of the Twin Oaks Board of Aldermen was called to order at 7:04 pm. Roll Call was taken:

Mayor: Russ Fortune – yea

Aldermen: April Milne – yea  
Dennis Whitmore – yea

Lisa Eisenhauer – absent  
Tim Stoeckl – yea

Also Present: Frank Johnson, City Clerk  
Erin Seele, Attorney

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

**APPROVAL OF THE AGENDA**

Mayor Fortune asked if there were any changes to the agenda. Hearing none, Alderman Whitmore motioned to approve the Agenda, seconded by Alderman Milne. The motion passed by a voice vote.

**APPROVAL OF THE CONSENT AGENDA**

Mayor Fortune asked if there were any changes to the Consent Agenda consisting of the June 16, 2021 Regular Session Minutes, June 16, 2021 Closed Session Minutes and the Bills List from June 12, 2021 to July 2, 2021. Alderman Stoeckl motioned to approve the Consent Agenda seconded by Alderman Whitmore. The motion passed by voice vote.

**REPORTS OF COMMITTEES/COMMISSIONS/CONTRACTORS**

**Police Report:** Officer John Wehner reviewed the June Police Report as well as the hours logged on the bike for June. Officer Wehner will be installing the trail cameras along Crescent Road. The data collected from the cameras will be used for informational purposes to determine if cars are going the wrong way and if there is a specific time of day that this happens.

Officer Wehner will be taking vacation and will not be in attendance at the July 21<sup>st</sup> Board meeting. Sgt. Conrardy will be attending the meeting. The City will also have coverage from Officer Poncin and Officer Hessling during Officer Wehner's vacation.

Alderman Whitmore observed radar signs along Jamison Road which were different than the existing signs in Twin Oaks. He would like the Board to view these signs to see if they would be a good addition to Twin Oaks.

**Park Committee:** Alderman Stoeckl stated that the Park Committee is working on Family Fun Day. They are securing attractions and finalizing plans.

### **PRELIMINARY CITIZEN COMMENTS**

There were no preliminary citizen comments.

### **NEW BUSINESS**

**Bill No. 21-12-An Ordinance Amending Chapter 315 Of The Municipal Code Of The City Of Twin Oaks Pertaining To Special Enforcement Areas And Designating A Portion Of Crescent Road As Such:** First reading of Bill No. 21-12 was read. Mayor Fortune ask if there were any questions concerning Bill No. 21-12. City Clerk/Administrator Johnson stated that Attorney Rost had done some research and found that State Law allows cities to have Special Enforcement Areas. Within these areas fines can be doubled but are capped at a certain amount. Signs can be posted stating this is a special enforcement area and fine can be doubled. The City does have special enforcement areas already established and Crescent Road will be added to this list. The second reading of Bill No. 21-12 was read. Alderman Whitmore motioned to approve Bill No. 21-12, seconded by Alderman Milne and the motion passed on a roll call vote as follows: Aldermen Milne-yea, Eisenhauer-absent Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 21-12 being duly passed becomes Ordinance No. 21-12.

### **DISCUSSION ITEMS**

**Drainage Channel in Birnamwood Condos:** City Clerk/Administrator Johnson stated that the original documentation on this project shows the Condo Association gave the City easement privilege for the project. The City is not however responsible for maintenance of this drainage channel.

Public Works Director John Williams received a bid from Crowder Construction for the grouting of the existing rock for \$625.00. Crowder also recommended installing a cement base which would bring the total for the project to \$4,375.00. Mayor Fortune is concerned if the base is cemented that the water flow rate will increase and cause a flooding concern. Discussion ensued.

Mr. Williams also had DJM out to look at the area and is waiting on their bid. MSD may need to be contacted to get their approval on this project.

Discussion was postponed until the City has received both proposals.

**Solid Waste Regulations on Storage of Waste Containers:** City Clerk/Administrator Johnson clarified with the Board where waste containers should be stored. In the City codebook it states that waste containers should be stored behind a building. Within the City most containers are stored on the side of the house which would be considered behind the building line. Mayor Fortune felt that the intent of the Code section was that containers should be stored behind the building line. Discussion ensued.

The Board was in agreement that waste containers could be stored behind the building line. City Clerk/Administrator Johnson will have an ordinance to amend this section of the code at the July 21<sup>st</sup> meeting.

**Maintenance Project Scheduling:** City Clerk/Administrator Johnson stated that there was some confusion with the notification of the Park closing for the sealing of the paths within the Park. The City staff have developed procedures to ensure notices are sent out on a timely basis.

Alderman Milne would like the City to not allow contractors to call at the last minute with an opening to begin work on a project within the City. She feels the City should receive at least 24 hours' notice if a contractor will be in the City earlier than the projected work date.

### **ATTORNEY'S REPORT**

There was no Attorney's Report this week.

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

#### **General Updates**

##### **Unleashed Dogs in the Park**

- The City recently received a complaint about unleashed dogs in Twin Oaks Park. We will be sending out some additional information reminding residents about the ordinances regarding unleashed pets.

##### **Trash and Recycling Delays**

- On July 1, Mayor Russ Fortune met with Paul Bickford with Waste Management to discuss the recent issues the City has been experiencing with trash and recycling pickup.

- Further, the City has requested that Waste Management send two updates to the City each Monday and Friday on the status of pick up until more normal service is established

## **Project Updates**

### **Meramec Station Road Striping Mystery**

- On June 24<sup>th</sup>, a portion of Meramec Station Road within the city limit was restriped. Both St. Louis County and Manchester have confirmed that, to their knowledge, the work was not completed by them. We have reached out to Valley Park but have not heard back.
- The City is moving forward with getting quotes for the remaining restriping work.

### **Asphalt Path Sealing**

- Last week, Topps came out to the Park and sealed the asphalt paths. This required the park to be closed for two days. However, the heavy rain that followed then washed away much of the application, requiring Topps (at their expense) to come out to re-do the sealing on Monday and Tuesday.

### **Tree Removal**

- Davey removed one large tree and several others in the Park on June 14<sup>th</sup> and removed the stumps last week.

### **Striping Maintenance**

- Maintenance staff is currently working on restriping various locations throughout the City. Crescent Road will be completed this week.

### **Twin Oaks Presbyterian Church Berm**

- On June 22<sup>nd</sup>, the City approved the revised berm proposal from Twin Oaks Presbyterian Church. The revised proposal eliminates the swale and will instead involve hauling in dirt and fill material to build up the berm. The City agreed to cover the additional cost incurred by these revisions, up to \$1,700.
- As the revised proposal involves less than 2,000 square feet, no permit from St. Louis County is necessary and the project can move forward

### **Drainage Channel in Birnamwood Condos**

- Maintenance Supervisor John Williams is working to get quotes for this potential project from Crowder and DJM.

Alderman Milne asked where the City stood on the progress of the sidewalk along Crescent Avenue. City Clerk/Administrator Johnson stated that BFA is currently working on the project.

The stop sign in Big Bend Square between Commerce Bank and Hardees is in need of replacement. It has become very faded. City Clerk/Administrator Johnson will reach out to Proper Development.

**MAYOR AND ALDERMAN COMMENTS**

Alderman Milne asked that if possible in the next newsletter that the bus schedule for the Twin Oaks express be published.

**FINAL CITIZEN COMMENTS**

There were no final citizen comments.

**ADJOURNMENT**

There being no further business, Alderman Milne motioned to adjourn the regular meeting at 7:58 p.m., seconded by Alderman Whitmore and the motion passed with the unanimous consent of the Board of those present.

Drafted By: \_\_\_\_\_  
Theresa Gonzales,  
Administrative Assistant

Date of Approval: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Frank Johnson  
City Clerk

\_\_\_\_\_  
Russ Fortune,  
Mayor, Board of Aldermen

**MINUTES OF THE WORK SESSION  
TWIN OAKS CITY HALL  
CITY OF TWIN OAKS BOARD OF ALDERMEN  
WEDNESDAY, JULY 7, 2021**

The Work Session was called to order by Mayor Fortune at 6:16 p.m. pursuant to public notice and agenda. Roll Call was taken:

Mayor Russ Fortune-yea

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

Also Present: Frank Johnson, City Clerk  
Erin Seele, Attorney

**PARENTAL LEAVE POLICY**

City Clerk/Administrator Johnson reviewed the proposed Parental Leave Policy with the Board. This policy was adopted from the City of Wentzville. The policy sets out 6 weeks of paid leave for full time employees. This time does not need to be used at one time but must be used within 6 months. City Clerk/Administrator Johnson feels that since Twin Oaks is not large enough to offer other benefits this would be a good incentive for future personnel.

Alderman Milne asked if six weeks would be comparable to other cities that offer parental leave. City Clerk/Administrator Johnson will check with other cities and what their policies set out.

Alderman Stoeckl verified that during this time City Clerk/Administrator Johnson will be available if needed. He stated that he would be available if needed. He did state that City Hall hours will be temporarily changed since Administrative Assistant Gonzales hours are different.

**KEB ACCOUNTING PROPOSAL**

Kelly Harrell, Sr. Manager with KEB presented the accounting proposal via Zoom. Rick Gratza, Engagement Partner will oversee all of the aspects of the services provided to the City. He was not in attendance during the meeting.



The City will be charged a flat monthly rate of \$900. This would include most of the needs of the City. Additional services would be charged at an hourly rate. The rate would be determined by who is performing the service.

Alderman Whitmore asked which cities Mr. Gratza has worked with. Ms. Harrell stated that he has worked with Ballwin, Bellerive, St. Charles and several smaller cities located in Illinois. Ms. Harrell will get a list of the cities to City Clerk/Administrator Johnson.

City Clerk/Administrator Johnson asked their approach of integrating our current procedures with their system. Ms. Harrell stated that the transition should be smooth. There will be some changes in the financial package presentations, however if there are aspects the City would like to keep they would be willing to work to accommodate. The monthly report is built into the monthly fee.

KEB's policy is they would attend the Board meetings virtually. Normally if they attend in person this would be an additional hourly cost. Ms. Harrell stated that she would attend in person and thought this would be included in the monthly charge.

Alderman Stoeckl asked what the financial presentation would look like. Ms. Harrell stated there would be the Executive Summary which will contain the key highlights of the month. The supporting information would also be attached as a reference. Ms. Harrell will send a sample templet of the financial presentation to the City office.

City Clerk/Administrator Johnson asked what the budgeting process would look like. At this time our financial consultant does most of the budgeting work with City Clerk/Administrator Johnson and the Board and he then incorporates the input of the Board into the proposed budget. Ms. Harrell stated this is not their normal process, however she will look into the City's process. The budget process is also normally included in the monthly fee.

### **ADJOURNMENT**

Alderman Whitmore motioned to adjourn the Work Session Meeting at 7:00 p.m., seconded by Alderman Milne and motion passed with the unanimous consent of the Board of those present.

Drafted By: \_\_\_\_\_  
Theresa Gonzales,  
Administrative Assistant

Date of Approval: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Frank Johnson,  
City Clerk

\_\_\_\_\_  
Russ Fortune,  
Mayor, Board of Aldermen

**City of Twin Oaks  
Bills and Applied Payments  
July 3, 2021 to July 16, 2021**

Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
11945	7/7/2021	The Pump Shop Repair of pump at the stone bridge	W00082	\$4,920.00	\$4,920.00	7/21/2021
11946		Janet Herbold Items for Water Play Day		\$96.72	\$96.72	7/21/2021
11947	6/25/2021	The Davey Tree Expert Company Tree removal and fertilization and crabgrass control	915759948	\$3,401.00	\$3,401.00	7/21/2021
11948	6/30/2021	Harvey's Services, Inc. City, Park and City Hall mowing	SJN#20929	\$4,931.52	\$4,931.52	7/21/2021
11949	6/21/2021	J. Bathe Electric City Hall parking lot lights-work on timing	6671T	\$415.00	\$415.00	7/21/2021
11950	7/6/2021	Seal the Deal Board promotional apparel	4065	\$437.90	\$437.90	7/21/2021
11951	7/7/2021	Signarama (2) nameplates for P&Z Commission	35184	\$80.00	\$80.00	7/21/2021
11952	7/9/2021	St. Louis County Treasurer Police contract for July	137006	\$11,472.92	\$11,472.92	7/21/2021
11953	7/4/2021	St. Louis County Treasurer- Public Works (6) Apartment occupancy inspections		\$450.00	\$450.00	7/21/2021
11954	7/7/2021	Topps Paving & Sealing Parking lot seal	401229	\$3,035.00	\$3,035.00	7/21/2021
11955	7/12/2021	Traffic Control Company Sign boards		\$75.00		
	7/13/2021	Curb markers-reflectors		\$75.00	\$109.00	7/21/2021
11956	6/27/2021	BFA Engineering Aldi-Tcon with F. Johnson; go over review with CMB; ordinance review; review plans; discuss project with Frank; ordinance review; review civil plans and send to F. Johnson; ordinance review	14325	\$403.75		
	6/27/2021	Autumn Leaf Stormwater Study-review County Comments and quantities; discuss options for Land Disturbance with F. Johnson; discuss project status with F. Johnson	14327	\$150.00	\$553.75	7/21/2021
11957	6/30/2021	Cunningham, Vogel & Rost revise sign code regulations per P&Z direction; draft ordinance amending code re City Clerk/Administrator position; review Elite Events contract and provide comments to F. Johnson; research re Quinette Drive issue; review and revise ordinance for City Clerk/Administrator position; review and revise sign code per P&Z direction; revise solicitors code per Fernandez case; revise solicitor regulations; draft ordinance re same and supporting materials; draft code amendments to add Crescent Road as a special enforcement area and create double fine zones for certain infractions; research code and state law re same; revise special enforcement area for Crescent Road; review ROW maintenance policy; review contract proposed for lease of office copier and for entertainment for Family Fun Day; continue review of Marco lease and draft review memo to F. Johnson re same; teleconference with C. Misner re contract for Family Fun Day; revise sign code; review and revise sign code per P&Z; revise and review commercial signs section	65871	\$5,445.00		
	6/30/2021	Correspondence to F. Johnson and wayor re regisrative session; review agenda items for Board meeting; prepare for and attend regular Board of Aldermen meeting and closed session; teleconference with F. Johnson re Quinette Drive and review file; draft closed minutes; research re Quinette; teleconference with F. Johnson re comp time and holiday pay; review new cases; memo to Board re Quinette Drive; continue memo to the Board re Quinette Drive; revise memo re Quinette; revise ordinance creating City Clerk/Administrator position; revise annual Bond Compliance checklist and report; finalize memo; correspondence re solicitors ordinance revisions; correspondence with F. Johnson re agenda items and Quinette Drive; review plans and easement for '99 stream bank stabilization project; review agenda items; review stormwater easement; prepare for closed session; review code and correspondence with F. Johnson re accessory structures and uses; prepare for and attend Board of Aldermen meeting and closed session; teleconference with F. Johnson re menu board; draft closed minutes including policy on Quinette Drive; prepare for and attend P&Z meeting.	65872	\$2,278.50	\$7,723.50	7/21/2021
11958	6/30/2021	Elite Events Water slide for Water Play Day	O2206	\$700.00	\$700.00	7/21/2021
11959		Lake Management Services, Inc. Treatment of Lake in Twin Oaks Park	18132	\$375.00	\$375.00	7/21/2021
11960		Monica Fisher Park alcohol deposit refund		\$50.00	\$50.00	7/21/2021
11961		Upper Limits 3, Inc. Deposit for Climbing Wall for Family Fun Day		\$425.00	\$425.00	7/21/2021
AutoPay	6/21/2021	MO-American Water Company Monthly charge for 50 Crescent Ave		\$18.60	\$18.60	7/13/2021
Online	6/30/2021	Enterprise Visa Charges for June 2021		\$3,470.16	\$3,470.16	7/16/2021
AutoPay	6/28/2021	MO-American Water Company Monthly charge for 1 Twin Oaks Ct. Park		\$1,656.03	\$1,656.03	7/20/2021

<b>AutoPay</b>	<b>Ameren Missouri</b>	7/6/2021	Monthly charge for street lights		\$606.28	<b>\$606.28</b>	<b>7/20/2021</b>
<b>AutoPay</b>	<b>MO-American Water Company</b>	7/2/2021	Monthly charge for 1 Twin Oaks Ct. Firepark		\$25.20	<b>\$25.20</b>	<b>7/26/2021</b>
<b>AutoPay</b>	<b>Waste Management</b>	6/28/2021	Monthly trash collection-July		\$3,996.10	<b>\$3,996.10</b>	<b>7/28/2021</b>
<b>AutoPay</b>	<b>Metropolitan St. Louis Sewer District</b>	7/8/2021	Monthly charge for City Hall		\$31.40	<b>\$31.40</b>	<b>7/28/2021</b>
			Alderman				
			Alderman				

Credit Card List  
June 1, 2021 to June 30, 2021

<b>Date</b>	<b>Name</b>	<b>Memo/Description</b>	<b>Amount</b>
6/1/2021	Enterprise Visa	Rebate Credit	-32.55
6/1/2021	Amazon	Envelope moistener-2 pack	13.98
6/1/2021	Amazon	Striping spray paint	142.40
6/2/2021	Intuit	Monthly charge	70.00
6/2/2021	Valley Park Elevator	Fish food	29.99
6/3/2021	Amazon	Striping spray paint	276.25
6/4/2021	Zoom	Monthly charge	14.99
6/4/2021	Petromart	Fuel for truck	68.00
6/6/2021	J. Bathe Electric	City Hall parking lot lights	314.00
6/6/2021	Arco Lawn Equipment	Hedge trimmer and attachment	258.99
6/7/2021	Arco Lawn Equipment	Attachment for hedge trimmer	197.99
6/9/2021	Lowes	Paint, tape and measure container	58.76
6/15/2021	Sam's	Coffe for office	35.96
6/16/2021	Petromart	Fuel for truck	64.00
6/18/2021	Fish Window Cleaning	City Hall windows	200.00
6/20/2021	ICMA	Yearly membership	493.00
6/21/2021	Sam's	City Hall supplies	363.12
6/22/2021	Adobe	Monthly charge	14.99
6/24/2021	Government Finance Office	Certificate of Achievement	460.00
# 6/25/2021	Christian Misner	Charge for Family Fun Day-Deposit	275.00
6/27/2021	Amazon	2 pack trail cameras	142.99
6/29/2021	United States Post Office	Certified Mail	8.30
			<b>3,470.16</b>

**Account Summary**


Billing Cycle		06/30/2021
Days In Billing Cycle		30
Previous Balance		\$3,242.94
Purchases	+	\$3,502.71
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$32.55-
Payments	-	\$3,242.94-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00


**NEW BALANCE \$3,470.16**

**Credit Summary**

Total Credit Line	\$10,000.00
Available Credit Line	\$6,529.84
Available Cash	\$6,529.84
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
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	\$3,470.16
MINIMUM PAYMENT	\$87.00
PAYMENT DUE DATE	07/25/2021

*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				\$3,242.94-
Trans Date	Post Date	Reference Number	Transaction Description	Amount
06/15	06/15	2360383	INTERNET PMT-THANK YOU	\$3,242.94-

**Cardholder Account Summary**

FEE ACCT 00000877-010000 ##### 1768	Payments & Other Credits \$32.55-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$32.55-
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**Cardholder Account Detail**

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/31	06/01		7414296210500000003670	REBATE CREDIT	\$32.55-

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
06/30/21	\$3,470.16	\$87.00	07/25/21

\$

BL ACCT 00000877-10000000  
 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



BL ACCT 0000877-10000000

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 \$1,676.11	Cash Advances \$0.00	Total Activity \$1,676.11

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/01	06/02	PBUS03	24692161152100815694416	INTUIT * CL.INTUIT.COM CA	\$70.00 ✓
06/03	06/04	PBUS03	24492151154637934727149	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$14.99 ✓
06/18	06/20	PBUS03	24492151169852744646610	ICMA ONLINE 202-962-3680 DC	\$493.00 ✓
06/18	06/21	PBUS03	24226381171370469788949	SAMSLUB.COM 888-746-7726 AR	\$363.12 ✓
06/23	06/24	PBUS03	24492151174713721785446	GOVERNMENT FINANCE OFFICE 312-977-9700 IL	\$460.00 ✓
06/24	06/25	PBUS03	24492151175852034017987	PAYPAL *CHRISTIANMI 402-935-7733 CA	\$275.00 ✓

Cardholder Account Summary					
THERESA GONZALES #### #### #### 1784		Payments & Other Credits \$0.00	Purchases & Other Charges \$834.87	Cash Advances \$0.00	Total Activity \$834.87

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/31	06/01	PBUS03	24692161151100152431043	AMZN Mktp US*2X1I533U1 Amzn.com/bill WA	\$13.98 ✓
05/31	06/01	PBUS03	24431061151083751868351	AMAZON.COM*2R26Y1D52 AMZN AMZN.COM/BILL WA	\$142.40 ✓
06/02	06/03	PBUS03	24692161153100409445216	AMZN Mktp US*2R5AP67N2 Amzn.com/bill WA	\$276.25 ✓
06/14	06/15	PBUS03	24226381166091003826212	SAMSLUB #8182 ST. LOUIS MO	\$35.96 ✓
06/16	06/18	PBUS03	24498131168017042297881	FISH WINDOW CLEANING 636-530-7334 MO	\$200.00 ✓
06/21	06/22	PBUS03	24943001172700732689299	ADOBE ACROPRO SUBS 408-536-6000 CA	\$14.99 ✓
06/25	06/27	PBUS03	24692161176100027887826	AMZN Mktp US*217FB9HX2 Amzn.com/bill WA	\$142.99 ✓
06/28	06/29	PBUS03	24137461180001040783995	USPS PO 2804080809 MANCHESTER MO	\$8.30 ✓

Cardholder Account Summary					
JOHN WILLIAMS #### #### #### 1792		Payments & Other Credits \$0.00	Purchases & Other Charges \$991.73	Cash Advances \$0.00	Total Activity \$991.73

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/01	06/02	PBUS03	24323041152041600042638	VALLEY PARK ELEVATOR VALLEY PARK MO	\$29.99 ✓
06/03	06/04	PBUS03	24015171154000405039377	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$68.00 ✓
06/03	06/06	PBUS03	24412951155091576000028	J BATHE ELECTRIC CO 6364980613 MO	\$314.00 ✓
06/03	06/06	PBUS03	24412901155030024894801	ARCO LAWN EQUIPMENT BALLWIN MO	\$258.99 ✓
06/04	06/07	PBUS03	24412901157030046728571	ARCO LAWN EQUIPMENT BALLWIN MO	\$197.99 ✓
06/07	06/09	PBUS03	24692161159100842987810	LOWES #01503* BALLWIN MO	\$58.76 ✓
06/15	06/16	PBUS03	24015171166002300255468	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$64.00 ✓

**Additional Information About Your Account**

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO [WWW.EZCARDINFO.COM](http://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!

YOUR REQUEST TO HAVE YOUR ACCOUNT AUTOMATICALLY CREDITED THROUGH A DIRECT DEBIT TO YOUR CHECKING ACCOUNT HAS BEEN PROCESSED AND WILL BE REFLECTED ON NEXT MONTH'S STATEMENT. THANK YOU FOR ALLOWING US TO SERVE YOU.

**AN ORDINANCE APPROVING AN AMENDMENT TO TWIN OAKS  
MUNICIPAL CODE SECTION 225.030 PERTAINING TO  
RESIDENTIAL SOLID WASTE CONTAINERS**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN  
OAKS AS FOLLOWS:**

**Section 1:** Section 225.030, Collection of Solid Waste, is hereby amended by repealing Subsection J of Section 225.030 in its entirety and adopting a new Subsection J of Section 225.030 to read as follows:

**Section 225.030 Collection of Solid Waste.**

\* \* \*

- J. Residential solid waste containers shall be stored upon the residential premises. Except as provided in Subsection (C) hereof, all residential solid waste containers stored out-of-doors shall be stored behind the front elevation line (as that term is defined in Section 400.080). Commercial solid waste containers shall remain in the location from which they are to be serviced except while being serviced.

\* \* \*

**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 21<sup>ST</sup> DAY OF JULY 2021.

\_\_\_\_\_  
Russ Fortune, Mayor

Attest:

\_\_\_\_\_  
Frank Johnson, City Clerk



RESOLUTION NO. 2021-21

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING  
AN AGREEMENT WITH CIRCUS KAPUT, LLC, FOR FACE PAINTING AND  
FAMILY ENTERTAINMENT FOR THE TWIN OAKS FAMILY FUN DAY ON  
OCTOBER 2, 2021.**

---

**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, with Circus Kaput, LLC, for services relating to face painting and family entertainment, to be provided on October 2, 2021, at the Twin Oaks Family Fun Day in Twin Oaks Park for a total cost of \$742.50 and 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 21<sup>st</sup> DAY OF JULY 2021, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk/Administrator

## **Twin Oaks, Missouri**

### **CONTRACTOR SERVICES CONTRACT**

THIS AGREEMENT, made and effective as of \_\_\_\_\_, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Circus Kaput, LLC**, hereinafter referred to as "Contractor," with a mailing address of 633 Shadowridge Dr., Wildwood, MO 63011.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for entertainment services for the Twin Oaks Family Fun Day on Saturday, October 2, 2021 from 1:00 p.m. until 5:00 p.m. in Twin Oaks Park (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 Event of City: *Family Fun Day entertainment*.

Except as expressly specified herein, Contractor hereby agrees to provide all of the talent, 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 services which are generally described as face painting, juggling, carnival games, and family entertainment for the Twin Oaks Family Fun Day on October 2, 2021, and are more particularly described in the attached **Exhibit A**.

The above-referenced services for the performance (hereinafter referred to as the "Services") shall be provided by the Contractor in accordance with all the provisions of 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 to this Agreement.

#### **II. COMPENSATION**

The City hereby agrees to pay the Contractor an amount not to exceed \$742.50 for the Services as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Services.

#### **III. TIME AND MANNER OF PAYMENTS**

Payment of the \$742.50 fee for the Services shall be made by City in two (2) equal payments of \$371.25; the first of which shall be paid upon full execution of this Agreement and the second upon completion of the Services on the day of the event.

#### **IV. CONTRACT SCHEDULE**

Time is of the essence. The Contractor will be set up and ready to perform by 1:00 p.m. on Saturday, October 2, 2021 at Twin Oaks Park, located at 1 Twin Oaks Ct., Twin Oaks, MO 63021. If weather conditions result in a cancellation of the Family Fun Day event, or the City cancels Family Fun Day due to public health risks caused by the COVID-19 pandemic or in response to a public health order issued by St. Louis County, the Parties shall come to a mutually agreeable date that is within one year of October 2, 2021 to reschedule.

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

**CIRCUS KAPUT, LLC**

By \_\_\_\_\_

Title \_\_\_\_\_

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

**CITY OF TWIN OAKS**

By \_\_\_\_\_

Title \_\_\_\_\_

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 Services, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

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

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

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

**Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, 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 as acceptable to the City. 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.

**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.

**Other Contractors.** The City reserves the right to employ other Contractors in connection with the Services.

**Proposals.** If the City issued a written request for proposals in connection with the Services or orally asked for a proposal, 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 terms of the Contractor's proposal and the executed Contractor/Services Contract (including these General Conditions) or the City's request for proposal, the requirements of the City's request for proposal and this executed Contractor/Professional Services Contract shall control and supersede the Contractor's proposal unless a change thereto is specifically stated in this Contract.

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

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

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

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

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

**EXHIBIT A**  
**Proposal**



## CONTRACT/INVOICE

As of 07/09/2021 Circus Kaput is certifying the following services can be provided as outlined below:

Client/Purchaser: City of Twin Oaks

Primary Contact Name and Cell: Mary Lou Knox 314-223-0375

Secondary Contact Name and Cell: Theresa Gonzalez

Circus Kaput Point Of Contact For Event(s): Josh Routh 314-803-2503

Event: Twin Oaks Family Fun Day

Audience: All ages

Location: #1 Twin Oaks Ct., Twin Oaks Missouri 63088

Location Notes: Twin Oaks Park

Service(s): 2 Face Painters 1pm-4pm, 1 Strolling Multi Skilled Entertainer (Juggling, Magic, Stilts) 1pm-4pm, 10 Carnival games with 800 prizes 1pm-5pm

Service Day / Date: Saturday October 2, 2021

Service Time: 1pm-5pm --- (Talent will arrive at least 15 minutes before performance)

### Event Notes:

Inside or Outside: Outside

Parking Info: Street

Client to Provide:

Please do not put the stationary artists next to trash cans, at picnic tables, or in direct harsh sun.

**PAYMENT DETAILS** - The signed contract must be received by Circus Kaput to guarantee service.

**Total Fee: \$ 742.50**

Signed contract and deposit or full payment locks in your date. Deposit of one half is required for fees over \$500 +, advance full payment is required for fees \$500 and under or if the event is booked with less than 14 days before event date, Deposits and pre-payments are nonrefundable. Dates are booked on a first-come, first-served basis.

Deposit: \$ 371.25 (due with signed contract) TO SECURELY PAY THIS AMOUNT [CLICK HERE](#) -

Balance: \$ 371.25 (due at event)

**PLEASE NOTE:** Circus Kaput accepts credit cards on all transactions. Contract reflects CASH PRICE. For credit card purchases above \$1,000 actual total may be 3% more to reflect credit price.

## DEFINITIONS

"Talent" refers to any independent contractor retained by Circus Kaput for the benefit of Client.

"Client" refers to the principals, agents, directors, shareholders, officers and affiliated entities of the individual or entity listed herein as Client.



Circus Kaput  
633 Shadowridge Drive Wildwood MO 63011  
314-803-2503 josh@circuskaput.com www.circuskaput.com

"Circus Kaput" refers only to Circus Kaput, LLC and expressly excludes its past, current and future owners, partners, officers, directors, shareholders, affiliated entities, talent, and lenders.





## PERFORMANCE TIMES

Starting Late: If Client asks Talent to start later than the contracted time - they are authorized to accommodate the request. However, they may, at their sole discretion, still need to be finished at the same time contracted. Such a truncated performance may affect the quality of the performance.

Ending Late: At the sole discretion of Talent, when requested by Client, Talent may end their performance after the contracted end time with an additional prorated fee (rounded up in increments of 15-minutes, based on total performance fee before any discounts or credits) paid in advance of the request and before any additional performance begins. Talent may not perform after the contracted end time without payment in full for their additional time. All payments must be made payable to Circus Kaput and Circus Kaput must be informed of this additional payment immediately. In this occurrence, please call 314-803-2503 to make a credit card payment.

Talent MAY need access to the performance area at least 30-minutes prior to performance time & 20-minutes after performance time. In the case of a large set up, that time increases. If another group is in the performance area prior to Talent's performance, the other group's ending time may affect Talent's starting time but not their ending time

## VIDEO/PHOTOGRAPHY

Feel free to videotape / photograph the performance. However, before any public use (including on YouTube and other online video services) of the video, please obtain the written consent of Circus Kaput. Feel free to take as many still photos as you wish and share them with Circus Kaput.

## PAYMENT TERMS

All fees must be made payable to Circus Kaput. Talent should never be listed as a payee (unless the payment is meant exclusively as a tip for Talent).

A 50% deposit is required for ALL bookings over \$500, unless otherwise negotiated. Events \$500 and under must be paid in full at signing of contract. Receipt of signed contract and deposit, or full payment for total \$500 and under, locks in your entertainment.

If the deposit or full payment is not paid in a timely manner, Circus Kaput reserves the right to cancel all or part of this Agreement, all or some Talent, and open the date and time for other events and Clients.

The balance of your payment is due immediately upon completion of contracted services. Please present the payment to the Onsite Circus Kaput Point of Contact For Event. Any unpaid balance after the performance date is subject to interest in the amount of 12% per annum and begins accruing the day after the event.

If you enjoy our Talent, please feel free to reward them with gratuity. However, please know that tipping is not required in order to receive the most friendly, timely, & helpful service in the industry & is never "expected" (But always warmly appreciated!).

## CANCELLATION POLICY

Client's deposit or prepayment guarantees that Circus Kaput will reserve the contracted Talent for the date and time specified in this Agreement. If Client cancels Talent or event for any reason or no reason, or otherwise breaches this Agreement in any way, Client expressly forfeits the entire deposit. Cancellation of the event is a full breach of this Agreement. If Client cancels or breaches within 48-hours of contracted performance time, Client expressly guarantees full payment of the Agreement within 30-days of the event. Any unpaid balance received after 30-days is subject to interest in the amount of 12% per annum and begins accruing the day after the event. As a courtesy to Client, if Client cancels or breaches before 48-hours of the contracted start date and time, a credit in the amount already paid to Circus Kaput will be applied to Client's account to be used at an event anytime within 6-months of the contracted event date. Credited event must be within 6-months of the cancelled event and specific Talent cannot be guaranteed for rescheduled event. All credited funds not used within 6-months become the sole property of Circus Kaput. Cancellation or breach within 48-hours is not eligible for a credit.

If Circus Kaput cancels or breaches this contract at any time for any reason or no reason, Client is entitled to a refund in the amount relative to the cancellation or breach. Circus Kaput reserves the right to substitute any performer at any time at its sole discretion without the substitution being considered a breach of this contract in whole or in part.



Circus Kaput  
633 Shadowridge Drive Wildwood MO 63011  
314-803-2503 josh@circuskaput.com www.circuskaput.com

## ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Client and Circus Kaput. It supersedes all prior or contemporaneous communications, representations or agreements, either oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.

## SEVERABILITY

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Missouri, such invalidation should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

## AUTHORIZATIONS

The undersigned have read this entire Agreement and understand its content. We have had an opportunity to seek the advice of a qualified attorney and with full authority and cognizance, accept and agree to all of the terms set forth herein.

Authorized Agent of Client: \_\_\_\_\_  
(signature/authorization)

\_\_\_\_\_ Date: \_\_\_\_\_  
(printed name)

*Josh Routh*

Authorized Agent of Circus Kaput: \_\_\_\_\_  
(signature/authorization)

JOSHUA ROUTH  
(printed name)

Date: 07 / 12 / 2021

Please sign and date this Agreement and return it to Circus Kaput along with your deposit for the event. Thank you for your business. We look forward to helping you create an event your guests will remember forever. If you have any questions, please do not hesitate to call us.



**Circus Kaput LLC**  
633 Shadowridge Dr.  
Wildwood, MO 63011  
(314) 803-5180  
ginger@circuskaput.com  
<http://www.circuskaput.com>

## INVOICE

**BILL TO**  
City of Twin Oaks

**INVOICE #** 5318  
**DATE** 07/12/2021  
**DUE DATE** 07/12/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/02/2021	<b>Deposit</b> 50% deposit due	1	742.50	742.50

**BALANCE DUE**

**\$742.50**

Client/Purchaser: City of Twin Oaks

Primary Contact Name and Cell: Mary Lou Knox 314-223-0375

Secondary Contact Name and Cell: Theresa Gonzalez

Circus Kaput Point Of Contact For Event(s): Josh Routh 314-803-2503

Event: Twin Oaks Family Fun Day

Audience: All ages

Location: #1 Twin Oaks Ct., Twin Oaks Missouri 63088

Location Notes: Twin Oaks Park

Service(s): 2 Face Painters 1pm-4pm, 1 Strolling Multi Skilled Entertainer (Juggling, Magic, Stilts) 1pm-4pm, 10 Carnival games with 800 prizes 1pm-5pm

Service Day / Date: Saturday October 2, 2021

Service Time: 1pm-5pm --- (Talent will arrive at least 15 minutes before performance)

Event Notes:

Inside or Outside: Outside

Parking Info: Street

Client to Provide: A table and four chairs for the face painters

Please do not put the stationary artists next to trash cans, at picnic tables, or in direct harsh sun.

RESOLUTION NO. 2021-21

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING AN AGREEMENT WITH JOLLY JUMPS, LLC, FOR THE  
PROVISION, SET UP AND TEAR DOWN OF INFLATABLES FOR THE TWIN  
OAKS FAMILY FUN DAY ON OCTOBER 2, 2021.**

---

**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, with Jolly Jumps of St. Louis, LLC, for services relating to the use and provision of an inflatable bounce house, dual lane slide, and obstacle course, to be provided on October 2, 2021, at the Twin Oaks Family Fun Day in Twin Oaks Park for a total cost of \$1,467.00 and 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 21<sup>st</sup> DAY OF JULY 2021, 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 \_\_\_\_\_, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Jolly Jumps of St. Louis, LLC**, hereinafter referred to as "Contractor," with a business mailing address of 464 Summer Top Lane, Fenton, MO 63026.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for services regarding the provision, set up and tear down of an inflatable bounce house, slide and obstacle course on Saturday, October 2, 2021 from 1:00 p.m. until 5:00 p.m. in Twin Oaks Park (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 Event of City: *2021 Family Fun Day*.

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, equipment, operation, supervision, labor, skill, materials, and apparatus to provide all the services and do all the things necessary for the proper completion of the services which are generally described as the use and operation of an inflatable Fire Dog Belly Bouncer, a 20-foot Accelerator Dual Lane Slide, and a 40-foot Nuclear Obstacle Course for the Twin Oaks Family Fun Day on October 2, 2021 in Twin Oaks Park, and are more particularly described in the attached **Exhibit A**. Contractor further agrees that as part of the services provided hereunder it will provide staff members to set up and tear down the inflatables.

The above-referenced services for the inflatables (hereinafter referred to as the "Services") shall be provided by the Contractor in accordance with all the provisions of 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 to this Agreement.

#### **II. COMPENSATION**

The City hereby agrees to pay the Contractor an amount not to exceed \$1,467.00 for the Services as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Services.

#### **III. TIME AND MANNER OF PAYMENTS**

Payment of the \$1,467.00 fee for the Services shall be made by City in two (2) payments of \$300.00 and \$1,167.00; the first payment of \$300 shall be paid upon full execution of this Agreement and the second payment of \$1,167.00 upon completion of the Services on the day of the event. 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 Services as determined by the city.

#### **IV. CONTRACT SCHEDULE**

Time is of the essence. The waterslide and bounce house will be set up by 12:45 p.m. on October 2, 2021, for inspection with operation to begin at 1 p.m. and taken down promptly at 5 p.m. If weather conditions result

in a cancellation of the Family Fun Day event, or the City cancels Family Fun Day due to public health risks caused by the COVID-19 pandemic or in response to a public health order issued by St. Louis County, the Parties shall come to a mutually agreeable date that is within one year of October 2, 2021 to reschedule.

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

**JOLLY JUMPS OF ST. LOUIS, 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 Services, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

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

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

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

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

**Insurance.** 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 as acceptable to the City. 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 Services, 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 Services.

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

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

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

reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

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

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

**Other Contractors.** The City reserves the right to employ other Contractors in connection with the Services.

**Proposals.** If the City issued a written request for proposals in connection with the Services or orally asked for a proposal, 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 terms of the Contractor's proposal and the executed Contractor/Services Contract (including these General Conditions) or the City's request for proposal, the requirements of the City's request for proposal and this executed Contractor/Professional Services Contract shall control and supersede the Contractor's proposal unless a change thereto is specifically stated in this Contract.

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

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

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

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

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

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



**EXHIBIT A**  
**Proposal**



295 Haas Ln Fenton MO 63026  
 314-231-5867  
 jollyjumpsstl@gmail.com

Invoice #36783

Rental Date	10/02/2021 01:00pm	Equipment Rented		SubTotal		\$1,467.00
Contact Person	Mary Lou Knox	1.	St. Louis County Inspector Overtime Charge x 1	\$195.00	Tax: 0%	\$0.00
Event Address	1 Twin Oaks Ct				Total	\$1,467.00
City, State, Zip	Ballwin, MO, 63021	2.	St. Louis County Permit x 1	\$32.00	Deposit Required	\$300.00
Home Phone	314-223-0375	3.	Jolly Jumps Admin. Fee for St. Louis County Inspections x 1	\$35.00	Due	\$1,467.00
Cell Phone	314-223-0375	4.	Fire Dog Belly Bouncer x 1	\$195.00		
Event Rental Time	10/02/2021 01:00pm thru 10/02/2021 05:00pm	5.	20ft Accelerator Dual Lane Slide - Dry Only x 1	\$400.00		
Location	Twin Oaks Park	6.	40ft Nuclear Obstacle Course x 1	\$400.00		
Setup Surface	Grass	7.	Medium Generator x 2	\$150.00		
		8.	Small Generator x 1	\$60.00		

Customer Comments: Alt contact Connie 314-606-6666. Sprinkler system. Can stake. Hold for deposit until 7/31.

Delivery Personnel:

Inspected By \_\_\_\_\_

**Terms of Lease:** In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Jolly Jumps for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding. **Jolly Jumps** is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

**Disclaimer of Warranties:** Jolly Jumps makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Jolly Jumps if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**.

**Breach/Arbitration:** In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages arising out of the operation of said equipment, including the amount of any judgment. If Jolly Jumps determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Jolly Jumps may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Jolly Jumps and Lessee will abide by the Jolly Jumps state laws and forgo filing a lawsuit to solve the dispute.

BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY Jolly Jumps of St. Louis LLC PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLELY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).

## Rules for Safe Operation of Inflatable

- **SUPERVISION IS REQUIRED AT ALL TIMES BY AN ADULT WHO HAS READ AND UNDERSTANDS THIS CONTRACT AND ALL RULES POSTED DIRECTLY ON THE UNIT.**
- UNIT HAS BEEN ANCHORED BY JOLLY JUMPS EMPLOYEES. ANCHORS MUST NOT BE MOVED OR REMOVED DURING USE.
- TURN OFF BLOWER(S) IMMEDIATELY IF WINDS OR GUSTS EXCEED 20 MPH.
- IT IS NOT SAFE FOR CHILDREN OR ADULTS TO USE INFLATABLES IN THE RAIN. ALL OCCUPANTS MUST EXIT THE UNIT IN THE EVENT OF RAIN AND MAY RETURN WHEN THE RAIN STOPS AND THE JUMPING SURFACE HAS BEEN WIPED DRY.
- REMOVE SHOES, EYEGLASSES, AND JEWELRY BEFORE ENTERING INFLATABLE.
- NO FLIPS, ROUGH PLAY OR CLIMBING ON WALLS, NETTING, COLUMNS OR ROOF OF UNIT.
- NO SILLY STRING OR SIMILAR ITEMS SUCH AS FOOD, DRINKS, CONFETTI OR TRASH IN OR AROUND THE UNIT AT ANY TIME. SILLY STRING AND LIKE OBJECTS WILL CAUSE PERMANENT DAMAGE AND LESSEE WILL BE RESPONSIBLE FOR FULL REPLACEMENT VALUE OF THE RENTED UNIT OR MINIMUM CLEANING CHARGES OF \$100 IF THE UNIT IS NOT PERMANANTLY DAMAGED.
- NO WATER IN OR NEAR UNIT. LESSEE WILL BE CHARGED AMOUNT EQUAL TO RENTAL FEE IF THE UNIT IS WET FOR ANY REASON OTHER THAN RAIN. (EXCLUDES ITEMS SPECIFICALLY DESIGNATED AS WATER SLIDES)
- NO SAND ANYWEAR NEAR INFLATABLES. ANY SAND THE AREA MUST BE COVERED FOR DURATION OF EVENT.
- MIXING AGE GROUPS IS STRICTLY PROHIBITED. DO NOT ALLOW MULTIPLE AGE GROUPS TO USE UNIT AT THE SAME TIME. SERIOUS INJURY OR DEATH CAN RESULT.
- NEVER EXCEED CAPACITIES LISTED BELOW:

15x15 - Jump Slide Combo - 5-1 - Crazy Combo

Age	Maximum Capacity
5 and under	8
6-10	6
11-13	4

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

RESOLUTION NO. 2021-23

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING AN AGREEMENT WITH STF, LLC DOING BUSINESS AS  
TRAFFIC CONTROL COMPANY FOR CERTAIN TRAFFIC STRIPING  
SERVICES ON MERAMEC STATION ROAD.**

---

**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 STF, LLC doing business as Traffic Control Company for services relating to street striping of specific areas of Meramec Station Road south and north of its intersection with Big Bend Road for a total cost of \$3,000 to be provided under the terms set forth in Exhibit 1.

**Section 2.** This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 5<sup>th</sup> DAY OF AUGUST 2020, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk

## Exhibit 1

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

THIS AGREEMENT, made and effective as of \_\_\_\_\_ by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **STF, LLC**, doing business as **Traffic Control Company**, a Missouri corporation, hereinafter referred to as “Contractor,” with a business mailing address of 601 8<sup>th</sup> Street, Valley Park, MO 63088.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for certain services relating to street striping of specific areas of Meramec Station Road north and south of its intersection with Big Bend Road (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: *Street Striping — Meramec Station Road*.

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. SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC**

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

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

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

**II. COMPENSATION**

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

Due at the City's final acceptance of the Work: \$3,000.00

**III. TIME AND MANNER OF PAYMENTS**

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

**IV. CONTRACT SCHEDULE**

Time is of the essence. The Work shall be commenced on \_\_\_\_\_ and shall be completed in a reasonable manner no later than \_\_\_\_\_. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$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.

**STF, LLC d/b/a TRAFFIC CONTROL COMPANY**

**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**

# Traffic Control Company

601 8th Street  
Valley Park, Mo. 63088  
phone - (636) 225-7800  
fax - (636) 225-3460



## QUOTE

Established in 1962 / Making Strides Since 2007

**PROJECT: MERAMEC STATION ROAD**

**QUOTE DATE: 6/23/21**

ITEM	DESCRIPTION	QTY.	U of M	UNIT PRICE	TOTAL
	PAINT STRIPING FROM BIG BEND TO CRESCENT AVE.	1.00	LS	\$ 3,000.00	\$ 3,000.00

\* HANDWORK AT BIG BEND AND FILL IN WHAT THE COUNTY MISSED.



**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's Report

City of Twin Oaks, Board of Alderman

July 21, 2021

## General Updates

### **Traffic Mobilization and Management**

- Certain previous contracts for work that the closure of traffic lanes included a clause on "Scheduling of Work and Interference with Traffic" that required the contractor to be responsible for all traffic control and safety. City staff will ensure this is more consistently used with any project that might impact a traffic lane.

### **National Night Out**

- The City of Twin Oaks will be participating in National Night out on Tuesday, Aug. 3rd. Like last year, the City will book an ice cream truck to provide free treats to residents. AT&T has also reached out to the City about participating in our event and contributing games and giveaways.

### **MoDOT Request**

- The Missouri Municipal League recently passed along a request from the Missouri Department of Transportation for unfunded multimodal projects from municipalities in the St. Louis region. I have submitted the Crescent Avenue Sidewalk Project for inclusion.

### **Quinette Drive Streetlight**

- The City has contacted the homeowner about the streetlight that was recently installed on Quinette Drive and they have opted to take over service for the light. The City has started the process of transferring the service with Ameren.

### **Waste Management**

- Waste Management trash and recycling service has improved substantially in the last two weeks, and the route managers have complied with the City's request to receive status emails on the days they provide pickup.

### **Cell Tower Maintenance Work**

- The company that operates the cell towers in Twin Oaks Park are currently performing maintenance work on the equipment located on the flagless pole. They anticipate being finished with the work by the end of July

## Project Updates

### **Crescent Avenue Sidewalk**

- BFA reports they will have the preliminary plan completed by Aug. 11.

### **Drainage Channel in Birnamwood Condos**

- DJM declined to provide a bid for the work on the drainage channel. City staff recommends moving forward with the bid from Crowder, either for just the masonry repair on the rock wall or for the additional concrete pour as well.