

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, AUGUST 16, 2023, 7:00 p.m.**

Tentative Agenda

- 1) REGULAR MEETING CALLED TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) APPROVAL OF CONSENT AGENDA
 - a) Board of Aldermen Regular Meeting Minutes from August 2, 2023
 - b) Board of Aldermen Work Session Minutes from August 2, 2023
 - c) Board of Aldermen Closed Meeting Minutes from August 2, 2023
 - d) Bills List from July 29 to August 11, 2023
 - e) Credit Card List from July 1 to July 31, 2023
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Park Committee — Joe Krewson
 - b) Financial Statements — Dave Watson
- 7) CITIZEN COMMENTS
- 8) NEW BUSINESS
 - a) Resolution No. 2023-15: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH GAME WORLD EVENT SERVICES LLC FOR AMUSEMENT DEVICES AND INFLATABLE ACTIVITIES AT TWIN OAKS FAMILY FUN DAY, SEPTEMBER 23, 2023.
 - b) Resolution No. 2023-16: A RESOLUTION SELECTING _____ FOR THE PARK LANDSCAPING EXCAVATION AND CONSTRUCTION PROJECT AND AUTHORIZING THE NEGOTIATION OF AN AGREEMENT FOR SERVICES RELATED THERETO.
 - c) Resolution No. 2023-17: A RESOLUTION SELECTING _____ FOR THE 2023 ROAD RESTRIPING PROJECT AND AUTHORIZING THE NEGOTIATION OF AN AGREEMENT FOR SERVICES RELATED THERETO.
 - d) Resolution No. 2023-18: A RESOLUTION SELECTING _____ FOR THE 2023 CURB IMPROVEMENT PROJECT AND AUTHORIZING THE NEGOTIATION OF AN AGREEMENT FOR SERVICES RELATED THERETO.

9) DISCUSSION ITEMS

a) 2023 Winter Lighting

10) ATTORNEY'S REPORT

11) CITY CLERK'S REPORT

12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

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

14) CLOSED SESSION

Upon motion duly made and seconded, the Board of Aldermen will hold a closed session pursuant to Chapter 610 R.S.MO. for the reasons specifically set forth in Section 610.021 including, but not limited to, discussion pertaining to (1) legal actions, causes of action and litigation or confidential communications with the City's Attorney; (2) the lease, sale or purchase of real estate; and (3) hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

15) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: August 14, 2023, 10:00 a.m.

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

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY AUGUST 2, 2023**

Mayor Russ Fortune called the meeting of the Twin Oaks Board of Aldermen to order at 7:08 p.m. Roll Call was taken:

Mayor: Russ Fortune – yea

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

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

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

APPROVAL OF THE AGENDA

Mayor Fortune asked for a motion to approve the Agenda. Alderman Dennis Whitmore so motioned, seconded by Alderman April Milne. The motion passed by a unanimous voice vote.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of Regular Meeting Minutes from July 12, 2023; Work Session Minutes from July 12, 2023; Board of Aldermen Closed Meeting Minutes from July 12, 2023; Bills List from July 8 to July 28, 2023; and Credit Card List from June 1 to June 30, 2023. Alderman Lisa Eisenhauer motioned to approve the consent agenda, seconded by Alderman Tim Stoeckl. The motion passed by a unanimous voice vote.

REPORT OF COMMITTEES/COMMISSION/CONTRACTORS

Police Report: Officer John Wehner summarized the police activity for the month of June, including radio calls, written reports, traffic stops, crimes and auto accidents. No crimes were reported and auto accidents were all non-injury and 30 hours on bike patrol were logged. Mayor Fortune commented on one of the non-injury accidents because of its unusual nature. A truck at the gas station rolled across Meramec Station and down the hill at the bank running into a car in

the parking lot. Only accident that Officer Wehner ever recorded with no one driving either vehicle.

CITIZEN COMMENTS

There were no citizen comments.

NEW BUSINESS

No new business at this time.

DISCUSSION ITEMS

No discussion items at this time.

ATTORNEY'S REPORT

City Attorney, Paul Rost, will make revisions to the Chapter 407 of the Twin Oaks Code, updating the Land Disturbance Code will clarify permit application as it applies to the City of Twin Oaks. Mr. Rost will present the changes for the Boards review and approval at the next Regular Board Meeting.

CITY CLERK'S REPORT

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He informed the Board that Ace Hardware will hold its grand opening “board cutting” on Sept. 27 at 9 a.m. and that the replacement for the pedestrian bridge in Twin Oaks Park will be delivered on Dec. 12. He also stated that three RFPs have been issued for three of the projects discussed at the July 12th meeting.

MAYOR & ALDERMEN COMMENTS

Alderman Whitmore inquired about the progress of installing a box for the Town Hall's AED device. Officer Wehner stated that he was working with Maintenance Supervisor, Kevin Williams regarding the best placement for the cabinet.

FINAL CITIZEN COMMENTS

There were no final citizen comments.

CLOSED SESSION

Mayor Fortune asked for a motion to move into closed session pursuant to Chapter 610 RSMo for the purpose of dealing with matters relating to the following: legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a

public governmental body or its representatives and its Attorneys (610.021(1) RSMo.). Alderman Eisenhower so motioned, seconded by Alderman Milne. The motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Whitmore-yea, Alderman Stoeckl-yea and Alderman Eisenhower-yea. The Board moved into Closed Session at 7:20 pm.

ADJOURNMENT

The Board returned from closed session at 7:41 p.m. There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Stoeckl so motioned, seconded by Alderman Milne and the regular meeting was adjourned at 7:41 p.m.

Drafted By: _____
Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

**MINUTES OF THE WORK SESSION
TWIN OAKS CITY HALL
CITY OF TWIN OAKS BOARD OF ALDERMEN
WEDNESDAY, AUGUST 2, 2023**

The Work Session was called to order by Mayor Russ Fortune at 6:17 p.m. pursuant to public notice and agenda. Those in attendance were:

Mayor Russ Fortune-yea

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

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

2023 Capital Improvement Plan

City Clerk/Administrator Frank Johnson reviewed the list of projects that the Board had discussed for completion before the end of 2023.

For the banner signs on the Big Bend Road light poles, City Clerk/Administrator Johnson asked the Board if they wanted to pricing for just the four poles at the Highway 141 intersection or if they would like to include more. The Board agreed to ask for pricing on four poles initially. After reviewing the pricing, the Board will then determine if additional banners should be purchased.

City Clerk/Administrator Johnson reviewed the Boly Lane entrance redesign. The new design will need to have the approval of St. Louis County since it is in their ROW. Compliance with ADA standards will require that the requested crosswalk be 10’ in width. Additionally, there will need to be ROW acquisition for the property in front of 1311 Boly Lane as the property boundaries for that parcel extend out onto Big Bend Road. Additionally, City Clerk/Administrator Johnson informed the Board that the City will modify the Land Disturbance Code to properly reflect the permitting exemption for the City. The current code references St. Louis County in numerous places instead of the City of Twin Oaks.

City Clerk/Administrator Johnson stated that he has issued RFP’s for three projects. Those projects are the excavation and rebuilding of a water feature by the stone bridge in the Twin

Oaks Park and the construction of a dry creek bed, curb improvements for portions of Big Bend Road and Meramec Station Road, and restriping Meramec Station Road. All the deadlines for these projects are August 15, 2023.

Mayor Russ Fortune and Alderman Tim Stoeckl met with Maintenance Supervisor, Kevin Williams to address the curbs that need to be replaced. In addition to noticing the curb decay, the group also noted some property maintenance and safety concerns with the Hardee's located at 850 Meramec Station Road. City Clerk/Administrator Johnson stated that he has requested St Louis County complete a code sweep of the property.

The Board inquired about updating the planters at the intersection of Highway 141 and Big Bend Road. City Clerk/Administrator Johnson stated that he has contacted the contractors that built and installed the planters at the intersection but hasn't heard back from them at this time.

Crescent Ave Improvement Project Update

City Clerk/Administrator Johnson updated the Board on the Crescent Avenue Improvement Project. This project has been developing on three tracks; stormwater design, ROW acquisition and utility coordination, all of which have impacted the projected budget and timeline.

City/Clerk Administrator Johnson stated that, over the course of the last year, BFA has been acquiring permits and working with the utilities in the project ROW. Ameren is planning on moving existing utility poles, but Missouri American Water has concerns that the City will need to address. The utility is asking for the City to verify the waterline depth at two spots. The City will need to pothole an area to determine if the depth and location of the pipe and the end cap on the line at the Crescent Avenue and Crescent Road intersection are acceptable. If it is determined that the water lines need to be moved, relocated or adjusted, it will need to be done at the City's expense.

In addition, MSD is requiring a full permit and review of the stormwater aspects of the project. City/Clerk Administrator Johnson stated that there are lots of unknowns with this request. This may include additional costs for stormwater easements for additional properties on Crescent Road and directing the storm water to the triangle at the bottom of Crescent Road. Any changes that need to be made to comply with MSD will include additional cost for survey, design and utilities. The additional cost is estimated to be \$65,000, but this is subject to change pending MSD's review.

The next Regular Board Meeting City Clerk/Administrator Johnson will have more complete numbers from the RFP to present to the Board and will plan the 2024 Budget meeting for September.

Fireworks RFP

City Clerk/Administrator Johnson presented the RFP for the 2024 Fireworks to the Board. Several options were presented to the board as to how the RFP could be structured. Discussion ensued regarding the cost, length of the show, music, shot count, ground show and date of the show. The Board directed City Clerk/Administrator Johnson to have the RFP keep the show length to no less than 20 minutes and the ground show to a minimum, include music, and create a multiyear contract that allows different shows to be performed over the years. The Board decided to keep the July 3rd date for the Twin Oaks display.

ADJOURNMENT

There being no further business Alderman Tim Stoeckl motioned to adjourn the Work Session Meeting at 7:05 p.m., seconded by Alderman Lisa Eisenhauer, and motion passed with the unanimous consent of the Board. Mayor Fortune stated the Board of Aldermen regular meeting would begin at 7:08 p.m.

Drafted By: _____
Paula Dries,
Assistant City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson,
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

City of Twin Oaks							
Bills and Applied Payments							
July 29, 2023 through Aug 11, 2023							
Check No.		Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12652	St Louis County Public Works	7/23/2023	Occupancy inspections for 1543 BT, 1504 AL, 1554 AL	TO23230005003	\$286.50	\$286.50	8/16/2023
12653	Marco	7/24/2023	monthly contract charge	11443643	\$67.35	\$67.35	8/16/2023
12654	Frank Johnson	8/1/2023	2nd quarter mileage		\$81.61	\$81.61	8/16/2023
12655	Aldi Inc	8/3/2023	refund for overpayment on liquor license		\$225.00	\$225.00	8/16/2023
12656	Bridge Tower Media	7/31/2023	publication of RFP	745628927	\$44.80	\$44.80	8/16/2023
12657	Harvey Servicers Inc.	7/31/2023	lawn mowing for park, city hall and roadways	29606	\$2,475.82	\$2,475.82	8/16/2023
12658	MoCCFOA	8/4/2023	Monthly membership luncheon		\$20.00	\$20.00	8/16/2023
12660	Gateway Disposal, LLC	7/31/2023	monthly contract charge	37X61539	\$5,252.00	\$5,252.00	8/16/2023
12661	Tech Electronics	8/1/2023	yearly fire alarm inspection for city hall	CT220*010001	\$455.00	\$455.00	8/16/2023
12662	St Louis County Police Department	8/1/2023	contract for the month of August	152763	\$12,229.78	\$12,229.78	8/16/2023
12663	Cunningham, Vogel & Rost	8/7/2023	Retainer/basic legal services for July	68326	\$759.50		
		8/7/2023	Other legal services for July	68325	\$644.50	\$1,404.00	8/16/2023
12659	SLACMA	8/4/2023	Monthly membership luncheon		\$15.00	\$15.00	8/16/2023
12664	Valley Park Fire Protection District	8/7/2023	invoice for CPR class on 7-29-23	1366	\$180.00	\$180.00	8/16/2023
12665	TruGreen	8/1/2023	lawn service for City Hall	180729294	\$88.34	\$88.34	8/16/2023
12666	BFA	8/9/2023	Zoning map revisions	18734	\$270.00		
		8/9/2023	Crescent Avenue Improvement Project stormwater design for July	19149	\$965.00		
		8/9/2023	Crescent Avenue Improvement Project road design and utility coordination for July	19147	\$4,360.00		
		8/9/2023	Crescent Avenue Improvement Project survey work for July	19148	\$375.00	\$5,970.00	8/16/2023
12667	Another Wild Goose Chase	8/1/2023	property inspection for 7-31-23 to 9-3-23	2556	\$800.00	\$800.00	8/16/2023
12668	Gabriela Abreu	8/11/2023	refund for canceled park reservation	PR091023	\$150.00	\$150.00	8/16/2023
	Game World	8/11/2023	Deposit for Family Fun Day, pending Board approval of Resolution No. 2023-15		\$949.25	\$949.25	8/16/2023
Autopay	Spire	7/25/2023	monthly charges for City Hall	3056	\$46.31	\$46.31	8/4/2023
Autopay	Spire	7/25/2023	monthly charges for 50 Crescent	90361	\$27.09	\$27.09	8/9/2023
Autopay	MO-American Water	7/25/2023	monthly charges for 1240 Derbyshire Dr Irrig	6868	\$1,207.62	\$1,207.62	8/16/2023
Autopay	MO-American Water	7/25/2023	monthly charges for City Hall	7767	\$60.64	\$60.64	8/16/2023
Autopay	MO-American Water	7/25/2023	monthly charges for Irrg. City Hall	8240	\$541.30	\$541.30	8/16/2023
Autopay	MO-American Water	7/27/2023	monthly charges for 1312 Big Bend Irrg.	5681	\$677.56	\$677.56	8/18/2023
Autopay	MO-American Water	7/26/2023	monthly charges for 50 Crescent	6457	\$11.29	\$11.29	8/17/2023
Autopay	MO-American Water	7/31/2023	monthly charges for Twin Oaks Park	8845	\$2,022.62	\$2,022.62	8/22/2023
Autopay	MO-American Water	7/31/2023	monthly charges for Twin Oaks Fire Hydrant	8944	\$2.45	\$2.45	8/22/2023
Autopay	MO-American Water	8/2/2023	monthly charges for Fire Park	9022	\$32.93	\$32.93	8/24/2023
Autopay	Ameren	8/3/2023	monthly charges for street lights	5515	\$642.03	\$642.03	8/24/2023
Autopay	MSD	8/7/2023	monthly charges for City Hall	1219399-1	\$51.49	\$51.49	8/28/2023
			Alderman				
			Alderman				

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13D/Twin Oaks, MO/Stormwater

Invoice Date:	Invoice #:
7/30/2023	19149

Item	Description	Date	Hours/Qty	Rate	Amount
AJR/Draft	STLC: MSD Submittal	7/7/2023	4.25	100.00	425.00
TSD/PM	MSD: Review narrative, submit to MSD	7/10/2023	1.75	120.00	210.00
TSD/PM	MSD: Rec'd response form MSD, review City and MSD codes; Tcon w/ MSD (2.25); Utility coord; Tcon w/ Frank RE: Ameren, Water, Gas (.25); 98 Crescent Request: Tcon w/ Frank (.25)	7/27/2023	2.75	120.00	330.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.

Amount Due This Invoice

\$965.00

103 Elm Street
Washington, MO 63090



Invoice

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Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13C/Crescent Ave Sidewalk/Survey

Invoice Date:	Invoice #:
7/30/2023	19148

Item	Description	Date	Hours/Qty	Rate	Amount
AJR/Draft	Easements: Contact Title Co.; 98 Crescent TBR Tree plan updates	7/6/2023	1.5	100.00	150.00
AJR/Draft	Easements: Call with Title Company, Added new homeowner info to Exhibits and Description	7/7/2023	0.5	100.00	50.00
TSD/PM	90 Crescent ORC email: Prep response and fee est	7/10/2023	0.5	120.00	60.00
TSD/PM	License to Utilize Discuss with AJR	7/24/2023	0.25	120.00	30.00
AJR/Draft	License to utilize	7/25/2023	0.25	100.00	25.00
TSD/PM	License to utilize review conveyance docs	7/28/2023	0.5	120.00	60.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.

Amount Due This Invoice

\$375.00

103 Elm Street
Washington, MO 63090



Invoice

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Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13A/Crescent Ave/Sidewalk Project

Invoice Date:	Invoice #:
7/30/2023	19147

Item	Description	Date	Hours/Qty	Rate	Amount
TSD/PM	98 Crescent: Address questions from homeowner, discuss with RII, AJR and Frank (1.75); Utility Coordination: Tcon with ATT, Tcon with Ameren, Call sub to get potholes (2.0)	7/5/2023	3.75	120.00	450.00
AJR/Draft	98 Crescent: Discuss Frank Email (0.5); 98 Crescent: Work on Response (0.75);	7/5/2023	1.25	100.00	125.00
AJR/Draft	Utility Coordination: Calling Companies for quotes on potholing waterline (0.5), Call with Ameren and ATT (0.5), Tcon with Frank RE: email, Easement, and utility coordination (0.5), Call with ATT (0.25), Add Charter(1), Utility Coordination follow-up emails(2.25)	7/5/2023	5	100.00	500.00
TSD/PM	Utility Coordination	7/6/2023	0.25	120.00	30.00
AJR/Draft	Utility Coordination: Email to Charter, Bahr (1), Utility Log (0.5), Email to Bahr, Re-Email to Spire b/c of bounce Back,(1.25)	7/6/2023	2.75	100.00	275.00
TSD/PM	Utility Coord: Go over utilities with AJR (0.25); 98 Crescent: discuss with AJR (0.25); Manage project schedule and resources (0.5)	7/7/2023	1	120.00	120.00
TSD/PM	MAW Pothole: Tcon with Excel	7/10/2023	0.25	120.00	30.00
AJR/Draft	Budget Tracking Update (2); Printed Easement Exhibits and Descriptions (0.25); Response to ORC (1.75)	7/10/2023	4	100.00	400.00
TSD/PM	Utility Coord: Go over followups, Tcon with Pothole companies	7/11/2023	0.5	120.00	60.00
AJR/Draft	Added general driveway detail (0.5); Meeting with TSD RE: Status on project (0.25);Utility Coordination: Call with Pot holing Companies (0.25); Potholing (0.25)	7/11/2023	1.25	100.00	125.00
TSD/PM	Utility Coord: Calls to Spire and Charter	7/12/2023	0.75	120.00	90.00
AJR/Draft	Utility coordination: Pothole email, call with Spire, One-Call in folder, follow-up with Charter	7/12/2023	1	100.00	100.00
TSD/PM	Tcon with Frank RE: Utilities, ORC, homeowners (0.5); Utility Coord: Email with Ameren (0.5)	7/14/2023	1	120.00	120.00
AJR/Draft	Prep and Call with Frank RE: Status of ORC (0.75); Utility Coordination: Ameren (0.5)	7/14/2023	1.25	100.00	125.00
TSD/PM	Utility Coord: Tcon with Ameren; Discuss charter email with ARJ, email Ameren	7/17/2023	0.75	120.00	90.00
AJR/Draft	Utility Coordination: Teams with Ameren, MSD	7/17/2023	1.5	100.00	150.00
AJR/Draft	Meeting with TSD RE: Tasks	7/18/2023	0.25	100.00	25.00
AJR/Draft	Utility Coordination: Potholing cost comparison, License to utilize, Spire Gas Email	7/19/2023	1.25	100.00	125.00
TSD/PM	Utility Coord: Utility Follow up Calls	7/21/2023	0.5	120.00	60.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.

Amount Due This Invoice

103 Elm Street
Washington, MO 63090



Invoice

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Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13A/Crescent Ave/Sidewalk Project

Invoice Date:	Invoice #:
7/30/2023	19147

Item	Description	Date	Hours/Qty	Rate	Amount
AJR/Draft	Utility Coordination: Sanitary Sewer(0.25); Meeting with TSD RE: utility Coordination (0.25); Utility Coordination: Emails, Proposal for Potholing, (1)	7/21/2023	1.5	100.00	150.00
TSD/PM	Pothole: Go over scope of work (0.75); 98 Crescent's request: review email, discuss with RII (0.5)	7/24/2023	1.25	120.00	150.00
AJR/Draft	Utility Coordination: Potholing Proposal, License to utilize exhibit & document (2.75); 98 Crescent Request (0.25)	7/24/2023	3	100.00	300.00
TSD/PM	98 Crescent request: discuss with RII (0.5); Utility Coord: Discuss gas line with RII (0.5)	7/25/2023	1	120.00	120.00
TSD/PM	Utility Coord: Work on MAW, gas, and pothole proposal	7/26/2023	1.5	120.00	180.00
AJR/Draft	Utility Coordination: Ameren (0.25); STLC: MSD Review (0.25)	7/26/2023	0.5	100.00	50.00
AJR/Draft	Call with Frank (0.25); STLC: MSD (0.75)	7/27/2023	1	100.00	100.00
TSD/PM	Utility Coord: Gas	7/28/2023	0.5	120.00	60.00
AJR/Draft	Meeting with TSD RE: Task Status (0.25); Utility Coord: Gas Line clarification(0.5); MUs RE: Retaining wall (0.5); Easements (1); Utility Coordination(0.25);	7/28/2023	2.5	100.00	250.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.	Amount Due This Invoice	\$4,360.00
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103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-0/General

Invoice Date:	Invoice #:
7/30/2023	18734

Item	Description	Date	Hours/Qty	Rate	Amount
	ZONING MAP				
TSD/PM	Review zoning map and codes; emails with Frank; assign work	5/23/2023	0.5	100.00	50.00
TSD/PM	Go over zoning map with ERQ	5/30/2023	0.25	100.00	25.00
ERQ/Drafter	Go over Zoning for Ace Hardware/Aldi Development (0.25)	5/30/2023	0.25	40.00	10.00
ERQ/Drafter	Update the Zoning Map for new zoning for Ace Hardware/Aldi Development	6/5/2023	0.5	40.00	20.00
TSD/PM	Review Zoning map	6/13/2023	0.25	100.00	25.00
AJR/Draft	Review Zoning Map (0.25)	6/15/2023	0.25	60.00	15.00
ERQ/Drafter	AJR Zoning Map Markups	6/22/2023	1	40.00	40.00
AJR/Draft	Call with ERQ RE: Zoning Map	6/26/2023	0.25	60.00	15.00
ERQ/Drafter	Call w AJR (0.25) Review Map w/TSD (0.25)	6/26/2023	0.5	40.00	20.00
ERQ/Drafter	TSD Zoning Map Markups	6/29/2023	0.5	40.00	20.00
TSD/PM	Review and submit	7/5/2023	0.25	120.00	30.00

A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.

Amount Due This Invoice

\$270.00

Account Summary


Billing Cycle		07/31/2023
Days In Billing Cycle		31
Previous Balance		\$2,154.41
Purchases	+	\$2,334.92
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$21.84-
Payments	-	\$2,154.41-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00


NEW BALANCE \$2,313.08

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$7,686.92
Available Cash	\$7,686.92
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	\$2,313.08
MINIMUM PAYMENT	\$58.00
PAYMENT DUE DATE	08/25/2023

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 \$2,154.41-

Trans Date	Post Date	Reference Number	Transaction Description	Amount
07/11	07/11	3705410	INTERNET PMT-THANK YOU	\$2,154.41-

Cardholder Account Summary

FEE ACCT 00000877-010000 ##### 1768	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	\$21.84-	\$0.00	\$0.00	\$21.84-

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/30	07/02		7414296230600000004180	REBATE CREDIT	\$21.84-

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
07/31/23	\$2,313.08	\$58.00	08/25/23

\$

BL ACCT 00000877-1000000
 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

IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions): The Finance Charge on purchases begins on the date the transaction posted to your account. The Finance Charge on Cash Advances begins on the date you obtained the cash advance, or the first day of the billing cycle within which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions): To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill: If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

In your letter, give us the following information:

- Your name and account number.
The dollar amount of the suspected error.
Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document. Please use blue or black ink to complete form

NAME CHANGE

Last Middle
First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () - Business Phone () -

Cell Phone () - E-mail Address

SIGNATURE REQUIRED TO AUTHORIZE CHANGES

Signature



BL ACCT 0000877-1000000
 CITY OF TWIN OAKS
 Account Number: ##### 1750
 Page 3 of 4

Cardholder Account Summary					
FRANK A JOHNSON ##### 3210		Payments & Other Credits \$0.00	Purchases & Other Charges \$126.98	Cash Advances \$0.00	Total Activity \$126.98
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/01	07/02	PBUS03	24692163182102956147592	INTUIT *QBooks Online CL.INTUIT.COM CA	\$85.00 ✓
07/03	07/04	PBUS03	24011343184000038349659	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$15.99 ✓
07/08	07/09	PBUS03	24793383189000092363526	Mailchimp 678-9990141 GA	\$13.00 ✓
07/12	07/13	PBUS03	24492153193715662972761	ADOBE *ACROBAT STD 408-536-6000 CA	\$12.99 ✓

Cardholder Account Summary					
PAULA DRIES ##### 7907		Payments & Other Credits \$0.00	Purchases & Other Charges \$1,107.72	Cash Advances \$0.00	Total Activity \$1,107.72
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/29	07/02	PBUS03	24498133181017025876213	FISH WINDOW CLEANING 636-779-1500 MO	\$269.00 ✓
07/06	07/09	PBUS03	24226383188370350477872	SAMSLUB.COM 888-746-7726 AR	\$280.74 ✓
07/14	07/16	PBUS03	24692163195100629647886	AMZN Mktp US*TTOWN7WD3 Amzn.com/bill WA	\$229.99 ✓
07/20	07/21	PBUS03	24692163201105906973238	AMZN Mktp US*TY3FX84I3 Amzn.com/bill WA	\$36.99 ✓
07/20	07/23	PBUS03	24498133202017026987469	FISH WINDOW CLEANING 636-779-1500 MO	\$126.00 ✓
07/27	07/28	PBUS03	24492163208000028427384	BEIS PLUMBING LLC beisplumbing@ MO	\$165.00 ✓

Cardholder Account Summary					
JOHN WILLIAMS ##### 4986		Payments & Other Credits \$0.00	Purchases & Other Charges \$1,100.22	Cash Advances \$0.00	Total Activity \$1,100.22
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/29	07/02	PBUS03	24692163181101866386499	LOWES #01503* BALLWIN MO	\$9.06 ✓
07/03	07/04	PBUS03	24034543184000294744823	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$41.00 ✓
07/04	07/04	PBUS03	24204293184502606680138	Subway 3960 Ballwin MO	\$52.01 ✓
07/03	07/05	PBUS03	24137463185300676386656	MENARDS MANCHESTER MO MANCHESTER MO	\$53.85 ✓
07/07	07/09	PBUS03	24231683189400021453922	HARBOR FREIGHT TOOLS3062 MANCHESTER MO	\$69.57 ✓
07/19	07/20	PBUS03	24034543200002185144139	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$54.00 ✓
07/20	07/21	PBUS03	24692163201105825551958	LOWES #01503* BALLWIN MO	\$190.62 ✓
07/20	07/23	PBUS03	24692163202106387539844	LOWES #01503* BALLWIN MO	\$48.96 ✓
07/25	07/26	PBUS03	24492163206000028858002	BEIS PLUMBING LLC beisplumbing@ MO	\$512.15 ✓
07/28	07/30	PBUS03	24034543209003206607667	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$69.00 ✓

Additional Information About Your Account

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

Finance Charge Summary / Plan Level Information

Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PBUS03 001	PURCHASE	E	\$0.00	0.05065%(D)	18.4900%(V)	\$0.00	\$0.00	0.0000%	\$2,313.08
Cash									
CBUS01 001	CASH	A	\$0.00	0.07805%(D)	28.4900%(V)	\$0.00	\$0.00	0.0000%	\$0.00

* Periodic Rate (M)=Monthly (D)=Daily

** includes cash advance and foreign currency fees

¹ FCM = Finance Charge Method

Days In Billing Cycle: 31

APR = Annual Percentage Rate

(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

**CITY OF TWIN OAKS
COMBINED BALANCE SHEET
July 31, 2023**

Assets

Cash	\$	1,803,646	
Other current assets		404,719	
Lease receivable		369,100	
TOTAL ASSETS		2,577,465	\$ 2,577,465

Liabilities

Payables and deferred	87,719	
Lease related	359,250	
TOTAL LIABILITIES		446,969

Fund Balances

Sewer Lateral	46,750	
Capital Improvements	797,902	
Road	(88,214)	
Park	445,420	
General	928,638	
TOTAL FUND BALANCES		2,130,496

TOTAL LIABILITIES AND FUND BALANCES		2,577,465	\$ 2,577,465
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CITY OF TWIN OAKS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SEVEN MONTHS ENDED, JULY 31, 2023

	<u>Sewer</u>	<u>Cap Impr</u>	<u>Road</u>	<u>Park</u>	<u>General</u>	<u>Total-All Funds</u>		<u>Percent Change</u>
						<u>2023</u>	<u>2022</u>	
<u>REVENUES</u>								
Sales taxes	\$ -	\$ 164,650	\$ -	\$ 193,706	\$ 390,089	\$ 748,446	\$ 651,503	14.9%
Property tax	-	-	14,196	-	31,895	46,092	39,704	16.1%
Intergovernmental taxes	-	-	12,004	-	5,845	17,849	15,684	13.8%
Licenses, permits, fees	1,663	-	-	-	115,503	117,166	94,783	23.6%
Municipal Court	-	-	-	-	405	405	-	
Miscellaneous	-	4,195	-	2,570	2,031	8,796	3,471	153.4%
Investment income	243	-	-	-	12,892	13,135	1,174	1018.8%
Total	1,906	168,845	26,200	196,276	558,661	951,889	806,319	18.1%
<u>EXPENDITURES</u>								
Court	-	-	-	-	3,811	3,811	-	
Personnel services	-	-	32,075	21,527	99,931	153,533	147,644	4.0%
Administrative	-	-	-	-	81,512	81,512	77,193	5.6%
Operating	2,963	-	44,569	61,573	42,228	151,333	172,670	-12.4%
Contractual	-	-	-	-	39,123	39,123	51,993	-24.8%
Police	-	-	-	-	85,608	85,608	82,931	3.2%
Maintenance and repair	-	-	-	22,495	-	22,495	21,872	2.8%
Debt service	-	71,393	-	-	-	71,393	71,393	0.0%
Capital Imp-Stormwater	-	-	-	18,554	-	18,554	-	
Capital Imp-Pond Bridge	-	-	-	10,000	-	10,000	-	
Capital improvement-Road	-	-	41,326	-	-	41,326	42,198	-2.1%
Total	2,963	71,393	117,970	134,149	352,214	678,689	667,894	1.6%
Excess (deficiency) of revenues over (under) expenditures	(1,058)	97,452	(91,770)	62,127	206,448	273,200		
<u>Other Sources (Uses)</u>								
Transfers In (Out)	-	-	-	-	-	-	-	
Change in Fund Balance	(1,058)	97,452	(91,770)	62,127	206,448	273,200		
Fund Balance 1/1/2023	47,808	700,450	3,556	383,293	722,190	1,857,297		
Fund Balance 6/30/2023	\$ 46,750	\$ 797,902	\$ (88,214)	\$ 445,420	\$ 928,638	\$ 2,130,497		

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

						Total-All Funds		Actual as % of Budget
	<u>Sewer</u>	<u>Cap Imprv</u>	<u>Road</u>	<u>Park</u>	<u>General</u>	BUDGET 2023	ACTUAL 07/31/23	
<u>REVENUES</u>								
Sales taxes	\$ -	\$ 283,000	\$ -	\$ 332,900	\$ 585,200	\$ 1,201,100	\$ 748,446	62.3%
Property tax	-	-	14,400	-	40,500	54,900	46,092	84.0%
Intergovernmental taxes	-	-	12,000	-	14,700	26,700	17,849	66.9%
Licenses, permits, fees	3,900	-	-	3,200	119,800	126,900	117,166	92.3%
Municipal Court	-	-	-	-	-	-	405	
Miscellaneous	-	-	-	100	800	900	8,796	977.3%
Investment income	100	1,100	-	800	900	2,900	13,135	452.9%
Total	4,000	284,100	26,400	337,000	761,900	1,413,400	951,889	67.3%
<u>EXPENDITURES</u>								
Court	-	-	-	-	7,200	7,200	3,811	52.9%
Personnel services	-	-	58,600	39,600	187,400	285,600	153,533	53.8%
Administrative	-	-	-	-	117,600	117,600	81,512	69.3%
Operating	4,000	-	-	95,100	85,500	184,600	151,333	82.0%
Contractual	-	-	-	-	70,000	70,000	39,123	55.9%
Police	-	-	-	-	148,200	148,200	85,608	57.8%
Maintenance and repair	-	-	18,500	40,100	-	58,600	22,495	38.4%
Debt service	-	142,900	-	-	-	142,900	71,393	50.0%
Capital Imp-Stormwater	-	-	-	2,500	-	2,500	18,554	742.2%
Capital Imp-Pond Bridge	-	-	-	88,000	-	88,000	10,000	11.4%
Capital improvement-Road	-	-	460,600	-	-	460,600	41,326	9.0%
Total	4,000	142,900	537,700	265,300	615,900	1,565,800	678,689	43.3%
Excess (deficiency) of revenues over (under) expenditures	-	141,200	(511,300)	71,700	146,000	(152,400)	273,200	
<u>Other Sources (Uses)</u>								
Transfers In	-	142,900	606,200	-	-	749,100	-	
Transfers (Out)	-	(606,200)	-	(57,200)	(85,700)	(749,100)	-	
Change in Fund Balance	-	(322,100)	94,900	14,500	60,300	(152,400)	-	
Fund Balance 1/1/2023	47,808	700,450	3,556	383,293	722,190	1,857,297	-	
Fund Balance 12/31/2023	\$ 47,808	\$ 378,350	\$ 98,456	\$ 397,793	\$ 782,490	\$ 1,704,897	\$ -	

RESOLUTION NO. 2023-15

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH GAME WORLD EVENT SERVICES LLC FOR
AMUSEMENT DEVICES AND INFLATABLE ACTIVITIES AT TWIN OAKS
FAMILY FUN DAY, SEPTEMBER 23, 2023.**

**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 Game World Event Services LLC, for the rental and operation of a Bounce/Slide Combo inflatable, Dunk Tank, Obstacle Course inflatable, Cotton Candy machine, Crazy Fun Foam machine and three (3) generators, which includes equipment use, supervision and related services, to be provided for a four (4) hour period on September 23, 2023 at the Twin Oaks Family Fun Day event in Twin Oaks Park for a total price of \$3,797.00 pursuant to the terms set forth in the Agreement.

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 16th DAY OF AUGUST 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Game World Event Services LLC**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 1866 Summitview Drive, St. Charles MO 63303.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for services regarding the provision and operation of amusement devices and inflatables on Saturday, September 23, 2023 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: *The 2023 Twin Oaks 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 use and operation of a Bounce/Slide Combo inflatable, Dunk Tank, Obstacle Course inflatable, Cotton Candy machine, Crazy Fun Foam machine and three (3) generators at Family Fun Day in Twin Oaks Park, as discussed further in the attached **Exhibit A**.

The above-referenced services for the amusement devices and 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

Upon completion of the Services to the satisfaction of the City, and within thirty days (30) days of final written invoice by the Contractor, the City hereby agrees to pay the Contractor an amount not to exceed \$3,797.00 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 \$3,797.00 fee for the Services shall be made by City in two (2) payments of \$949.25 and \$2,847.75; the first payment of \$949.25 shall be paid upon full execution of this Agreement and the second payment of \$2,847.75 three days prior to the event. All invoices complete with necessary support documentation shall be submitted to the City.

IV. CONTRACT SCHEDULE

Time is of the essence. The inflatables will be set up by 11:30 a.m. on September 23, 2023, 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, the Parties shall come to a mutually agreeable date that is within one year of September 23, 2023 to reschedule.

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

GAME WORLD EVENT SERVICES, 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



Contract For Services

CLIENT CITY OF TWIN OAKS **REVISED 8-7-2023**

DATE/TIMES SATURDAY, SEPTEMBER 23, 2023
1:00 PM – 5:00 PM

LOCATION 1381 BIG BEND ROAD
BALLWIN, MO 63021
TO BE SET UP BEHIND CHURCH, IN THE PARK

DELIVERY/SET/STRIKE TIMES ST LOUIS COUNTY INSPECTION BETWEEN 11:00 AND 11:30 AM
STRIKE IMMEDIATELY AFTER

ACTIVITY & PRICES

BOUNCE/SLIDE COMBO	\$ 550.00
DUNK TANK	\$ 450.00
3 GENERATOR	\$ 450.00
OBSTACLE COURSE	\$ 850.00
COTTON CANDY MACHINE W/ 3 CANDY FLOSS & PAPER CONES for approx. 150-200 people (NO STAFF INCLUDED)	\$ 170.00
CRAZY FUN FOAM (2 HOURS) 3-5 PM (must have a water source 50' and a 3 prong outlet within 100')	\$ 650.00

INSPECTION FEE \$ 227.00
DELIVERY \$ 450.00

CLIENT RESPONSIBILITIES CLIENT TO PROVIDE WATER SOURCE WITH IN 50' FOR THE
FOAM ALONG WITH A 3 PRONG OUTLET

COUNTY INSPECTION IF AN INSPECTION IS REQUIRED AND YOUR EVENT GETS CANCELLED,
**YOU MUST NOTIFY GW AT LEAST 4 HOURS BEFORE THE INSPECTION TIME ON THE DAY OF THE EVENT OR IF YOUR
EVENT IS ON A WEEKEND, YOU MUST NOTIFY GW ON THE FRIDAY BEFORE THE WEEKEND EVENT BY 1:00 PM:**
COUNTY INSPECTION FEES ARE NON-REFUNDABLE, PER THE COUNTY NOT GW

GW EVENTS CONTACT SHERRYE BOND 618-795-9600 (skyeesp@aol.com)
CLIENT CONTACT PATRICA DRIES 636-225-7873 (PDRIES@cityoftwinoaks.com)
WILL NEED CELL# & NAME FOR THE PERSON IN CHARGE DAY OF EVENT

PAYMENT TERMS **25% DEPOSIT DUE ON ACCEPTANCE OF CONTRACT.**
BALANCE DUE 3 DAYS PRIOR TO DELIVERY

TOTAL PRICE \$ 3797.00

Sherrye Bond

Sherrye Bond 8-3-2023
GAME WORLD EVENT SERVICES

CITY OF TWIN OAKS

*PLEASE SIGN AND RETURN: **YOUR DATE IS NOT SECURE WITH OUT A SIGNED CONTRACT**

MAKE CHECKS PAYABLE TO **“GAME WORLD EVENT SERVICES”

1866 SUMMITVIEW DRIVE * ST. CHARLES, MO 63303
OFFICE: 636-724-8800 FAX: 636-764-0569
GWEVENTSERVICES.COM

**** Gratuities are not included in price. Gratuities are voluntary and at your discretion.**



TERMS & CONDITIONS

THIS CONTRACT IS MADE AND ENTERED INTO BY AND BETWEEN GAME WORLD EVENT SERVICES, LLC, HEREAFTER KNOWN AS LESSOR, AND CITY OD TWIN OAKS, HEREAFTER KNOWN AS LESSEE.

SITE/ELECTRICAL REQUIREMENTS	THE LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS TO HAVE THE EVENT SITE AVAILABLE AT THE SPECIFIED DELIVERY TIME FOR THE LESSOR'S EQUIPMENT, AND THE LESSEE WILL MAKE LESSOR AWARE OF UNDERGROUND LINES OR IRRIGATION SYSTEMS IF APPLICABLE. THE LESSEE IS RESPONSIBLE FOR PROVIDING APPROPRIATE ELECTRICAL POWER UNLESS OTHERWISE NOTED ON THE AGREEMENT. ALL ITEMS REQUIRING ELECTRICAL POWER MUST BE POSITIONED WITHIN 100 FEET OF THE POWER SOURCE.
WEATHER POLICY	GW EVENTS RESERVES THE RIGHT NOT TO PERFORM OUTDOOR ENGAGEMENTS WHEN, IN GW EVENTS' JUDGEMENT, WEATHER CONDITIONS WOULD BE DETRIMENTAL TO GW EVENTS' EQUIPMENT OR TO THE SAFETY OF THE EQUIPMENT OR THE GUEST. AN INDOOR BACK-UP LOCATION IS ENCOURAGED IF POSSIBLE. IN THE EVENT A CLIENT DECIDES TO PROCEED WITH THE EVENT AFTER BEING ADVISED ABOUT INCLEMENT WEATHER, CLIENT IS RESPONSIBLE FOR PAYING IN FULL AS WELL AS PAYING 20% OF ORIGINAL AMOUNT PER ITEM, AS A CLEAN- UP FEE.
CANCELLATION/POSTPONEMENT	IF AN EVENT IS CANCELLED OR POSTPONED, 100% OF THE DEPOSIT, LESS ANY DELIVERY AND PRODUCTION EXPENSES INCURRED FOR THE EVENT, WILL BE CREDITED TO A FUTURE EVENT IF RESCHEDULED WITHIN TWELVE MONTHS OF THE ORIGINAL EVENT DATE: THE RESCHEDULED DATE MUST BE AGREED UPON BY BOTH PARTIES. THE DEPOSIT WILL BE FORFEITED IF THE EVENT HAS NOT BEEN RESCHEDULED WITHIN THE TWELVE-MONTH PERIOD. IF ANY EQUIPMENT HAS BEEN OFFLOADED FROM GW EVENTS' DELIVERY VEHICLE TO THE EVENT SITE, AND THE EVENT IS CANCELLED, THE REMAINING CONTRACT AMOUNT SHALL BE DUE AND PAYABLE.
SPECIAL PROVISIONS	IN THE EVENT OF EARLY START OR EXTENDING EVENT TIMES OUTSIDE OF TIMES CONTRACTED, GW EVENTS REQUIRES 10% (PER HALF HOUR) ADDITIONAL FEE ON ALL ACTIVITIES AND OR STAFF INVOLVED. IF EARLY SETUP IS NECESSARY, A FEE WILL BE CHARGED FOR EACH HOUR PRIOR TO THE NORMAL SET TIME. GAME WORLD RESERVES THE RIGHT TO SUBSTITUTE ITEMS IF NEEDED DUE TO CIRCUMSTANCES BEYOND OUR CONTROL WITH ITEMS OF EQUAL OR GREATER VALUE.
ASSUMPTION OF RISKS/LIABILITY LIABILITY RELEASE	THE CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE ACTIVITY/ACTIVITIES TO BE ENGAGED IN THROUGH THE RENTAL OF INTERACTIVE AMUSEMENT GAMES AND/OR OTHER AMUSEMENT EQUIPMENT BRINGS WITH IT BOTH KNOWN AND UNANTICIPATED RISKS TO ITS GUESTS, ITS INVITEES AND ITSELF. THOSE RISKS INCLUDE, BUT ARE NOT LIMITED TO FALLING, SLIPPING, CRASHING, AND COLLIDING WHICH COULD RESULT IN INJURY, ILLNESS, DISEASE, EMOTIONAL DISTRESS, DEATH, AND/OR PROPERTY DAMAGE TO THE CLIENT, ITS GUESTS AND INVITEES. GAME WORLD EVENT SERVICES, LLC CARRIES COMMERCIAL GENERAL LIABILITY INSURANCE PROTECTING ITS OWN OPERATION. CLIENT ASSUMES ALL RISKS FROM THE ACTIVITY. THE CLIENT VOLUNTARILY RELEASES, INDEMNIFIES AND AGREES TO HOLD HARMLESS AND DISCHARGE GAME WORLD EVENT SERVICES AND ITS REPRESENTATIVES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS ACTION OR RIGHTS OF ACTIONS, INCLUDING ATTORNEY'S FEES TO DEFEND, WHETHER PERSONAL TO ITSELF OR TO A THIRD PARTY WHICH ARE RELATED TO, ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE RENTAL OF THE INTERACTIVE AMUSEMENT OR THE ACTIVITY TO BE ENGAGED IN RELATED THERETO, UNLESS GAME WORLD EVENT SERVICES, LLC HAS BEEN PROVEN TO BE NEGLIGENT. IN THE EVENT OF A DISPUTE REGARDING, ARISING OUT OF, OR IN CONNECTION WITH THE BREACH, ENFORCEMENT, OR INTERPRETATION OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY APPEALS, FEDERAL BANKRUPTCY PROCEEDINGS, RECEIVERSHIP OR INSOLVENCY PROCEEDINGS, REORGANIZATION, OR OTHER PROCEEDINGS, THE LESSOR SHALL BE ENTITLED TO RECOVER FROM THE CLIENT ITS REASONABLE ATTORNEY'S FEES AND COURT COSTS, INCURRED IN CONNECTION THEREWITH, INCLUDING APPEALS, AS DETERMINED BY THE COURT IN SUCH ACTION OR SUIT.
PAYMENT	A 25% NON-REFUNDABLE DEPOSIT SHALL BE DELIVERED TO GAME WORLD EVENT SERVICES, LLC UPON SIGNING OF THIS CONTRACT, UNLESS OTHER PAYMENT ARRANGEMENTS HAVE BEEN OUTLINED. THE BALANCE OF THE CONTRACT IS DUE UPON DELIVERY OF EQUIPMENT (OR PRIOR TO THE EVENT DATE). PAYMENT CAN BE MADE BY CASH, CHECK OR CREDIT CARD. IF CLIENT CHOOSES TO PAY BY CREDIT CARD, A 3% FEE WILL BE ADDED TO EACH TRANSACTION.

SIGNATURE

DATE

**A RESOLUTION APPROVING AN AGREEMENT WITH _____
FOR LANDSCAPING AND EXCAVATION SERVICES IN TWIN
OAKS PARK.**

WHEREAS, the City of Twin Oaks (the “City”) sought sealed bids for a contractor to provide services for the excavation and reconstruction of an existing water feature along with associated landscaping at the north end of Twin Oaks Park as described in the City’s Request for Proposals (the “Landscaping/Excavation Project”); and,

WHEREAS, in response to the Request for Proposals, the City received proposals from _____ [number] bidders to provide the desired Landscaping/Excavation Project to the City; and,

WHEREAS, Section 145.030 (“Bid Evaluation Guidelines”) of the Twin Oaks Purchasing Policy provides standards for the City to use in determining the lowest and best bidder; and,

WHEREAS, the City Clerk/Administrator and Mayor after reviewing the proposals using the Bid Evaluation Guidelines has determined that _____ is the lowest and best bidder; and,

WHEREAS, the Board of Aldermen has considered the recommendation from the City Clerk/Administrator and Mayor and has reviewed the bids under the Bid Evaluation Guidelines of Section 145.030 of the Twin Oaks Purchasing Code and has determined _____’s bid to be the lowest and best bid.

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of Exhibit 1 (attached hereto and incorporated herein by reference) on behalf of the City of Twin Oaks with _____ for certain excavation, landscaping, and related services for the Landscaping/Excavation Project in Twin Oaks Park (the “Agreement”), at a cost of \$ _____, all as more fully set forth in the Contract.

Section 2. Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (form affidavit included herein) that the Responder (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent. Contractor shall also abide by Section 208.009 RSMo., that requires all applicants at the time of application for any contract provided by a local government to 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” which affirmative proof may 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 RSMo.

Section 3. 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 16th DAY OF AUGUST 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

**A RESOLUTION APPROVING AN AGREEMENT WITH _____
FOR THE 2023 ROAD RESTRIPING PROJECT.**

WHEREAS, the City of Twin Oaks (the “City”) sought sealed bids for the provision of services for the restriping of all pavement, centerline, and turn markings, and all crosswalks and stop bars on Meramec Station Road from Big Bend Road to Crescent Avenue and associated traffic control as described in the City’s Request for Proposals (the “2023 Road Restriping Project”); and,

WHEREAS, in response to the Request for Proposals, the City received proposals from _____ [number] bidders to provide the desired services for the 2023 Road Restriping Project to the City; and,

WHEREAS, Section 145.030 (“Bid Evaluation Guidelines”) of the Twin Oaks Purchasing Policy provides standards for the City to use in determining the lowest and best bidder; and,

WHEREAS, the City Clerk/Administrator and Mayor after reviewing the proposals using the Bid Evaluation Guidelines has determined that _____ is the lowest and best bidder; and,

WHEREAS, the Board of Aldermen has considered the recommendation from the City Clerk/Administrator and Mayor and has reviewed the bids under the Bid Evaluation Guidelines of Section 145.030 of the Twin Oaks Purchasing Code and has determined _____’s bid to be the lowest and best bid.

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of Exhibit 1 (attached hereto and incorporated herein by reference) on behalf of the City of Twin Oaks with _____ for certain road restriping and related services for the 2023 Road Restriping Project (the “Agreement”), at a cost of \$ _____, all as more fully set forth in the Contract.

Section 2. Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (form affidavit included herein) that the Responder (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent. Contractor shall also abide by Section 208.009 RSMo., that requires all applicants at the time of application for any contract provided by a local government to 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” which affirmative proof may 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 RSMo.

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Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

**A RESOLUTION APPROVING AN AGREEMENT WITH _____
FOR THE 2023 CURB IMPROVEMENT PROJECT.**

WHEREAS, the City of Twin Oaks (the “City”) sought sealed bids for the provision of construction services for demolition, removal, disposal, and replacement of concrete curbs and the repair of asphalt shoulders on Big Bend Road and Meramec Station Road as described in the City’s Request for Proposals (the “2023 Curb Improvement Project”); and,

WHEREAS, in response to the Request for Proposals, the City received proposals from ____ [number] bidders to provide the desired 2023 Curb Improvement Project to the City; and,

WHEREAS, Section 145.030 (“Bid Evaluation Guidelines”) of the Twin Oaks Purchasing Policy provides standards for the City to use in determining the lowest and best bidder; and,

WHEREAS, the City Clerk/Administrator and Mayor after reviewing the proposals using the Bid Evaluation Guidelines has determined that _____ is the lowest and best bidder; and,

WHEREAS, the Board of Aldermen has considered the recommendation from the City Clerk/Administrator and Mayor and has reviewed the bids under the Bid Evaluation Guidelines of Section 145.030 of the Twin Oaks Purchasing Code and has determined _____’s bid to be the lowest and best bid.

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of Exhibit 1 (attached hereto and incorporated herein by reference) on behalf of the City of Twin Oaks with _____ for certain curb improvement and related services for the Twin Oaks—2023 Curb Improvement Project (the “Agreement”), at a cost of \$ _____, all as more fully set forth in the Contract.

Section 2. Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (form affidavit included herein) that the Responder (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent. Contractor shall also abide by Section 208.009 RSMo., that requires all applicants at the time of application for any contract provided by a local government to 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” which affirmative proof may 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 RSMo.

Section 3. 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 16th DAY OF AUGUST 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

August 11, 2023

General Updates

Development Plan Application for Sav-On Liquor & Wine

- The City has received an amended development plan application for Save-On Liquor & Wine at 1142 Meramec Station Road. As with the Ace Hardware and Aldi developments, the application will first go to the Planning and Zoning Commission for their review and recommendation to the Board.
- Currently, a liquor store is not listed as a permitted or planned use for commercial districts in the City's zoning code, so its approval will also require amending the code to include a liquor store as a planned use.

Project Updates

Comfort Station Bridge Repair

- The small wooden bridge near the comfort station in Twin Oaks Park suffered extensive damage from the tree that fell into the park last month and will need to be almost entirely rebuilt. Staff has procured the necessary material at a cost of \$1,484.

RFP Notices

- RFPs have been issued for three of the projects discussed at the July 12th meeting: the water feature excavation and dry creek bed construction for the Park, the curb improvements on Big Bend Road/Meramec Station Road, and the Meramec Station Road restriping.

Crescent Ave. Stormwater and Sidewalk Improvements

- Negotiations are continuing for the ROW acquisition. ORC has met with all four impacted property owners.
- BFA is continuing to work on several issues related to utility relocation and coordination, and drafting additional stormwater plans for MSD submittal.

Intersection Planters

- Staff has determined that the planters were originally installed by Heitkamp Masonry. However, the City was advised that the company currently has a high workload and that we should instead reach out to Arnold-based Jason J. Smith Masonry for an inspection and evaluation of the planters.