

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, AUGUST 17, 2022, 7:00 p.m.**

This meeting of the Twin Oaks Board of Aldermen will be livestreamed on Facebook so that the public may watch and listen to the meeting virtually. The livestream of the meeting will be accessible by tablet/laptop/PC or mobile device at www.facebook.com/twinoaksmo.

Tentative Agenda

- 1) REGULAR MEETING CALLED TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) APPROVAL OF CONSENT AGENDA
 - a) Board of Aldermen Regular Meeting Minutes from August 3, 2022
 - b) Bills List from July 30 through August 13, 2022
 - c) Credit Card List from July 1 through July 30, 2022
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Financial Statements – Jeff Blume
 - b) Park Committee – Joe Krewson
- 7) PUBLIC HEARING
 - a) Public comment on and consideration of the recommendation of the Planning and Zoning Commission concerning amendments to Chapter 400, Sections 400.130 and 400.190 of the City of Twin Oaks Municipal Code, pertaining to home-based businesses.
- 8) NEW BUSINESS
 - a) Bill No. 22-20: AN ORDINANCE APPROVING TEXT AMENDMENT TO THE ZONING CODE OF THE CITY OF TWIN OAKS PERTAINING TO HOME OCCUPATIONS
 - b) Resolution No. 2022-19: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH GAME WORLD EVENT SERVICES LLC FOR BUNGEE TRAMPOLINE AND INFLTABLE ACTIVITIES AT TWIN OAKS FAMILY FUN DAY, OCTOBER 1, 2022
 - c) Resolution No. 2022-20: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH CIRCUS KAPUT LLC FOR FACE PAINTING AND FAMILY ENTERTAINMENT AT TWIN OAKS FAMILY FUN DAY, OCTOBER 1, 2022
- 9) DISCUSSION ITEMS

- a) Accounting Services RFP
- b) Holiday Decoration Contest
- c) Crescent Road Sidewalk Project – ROW Easement Exhibits
- d) Appreciation Dinner

10) ATTORNEY’S REPORT

11) CITY CLERK’S REPORT

12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

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

14) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: August 15, 2022, 10:00 a.m.

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

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, AUGUST 3, 2022**

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

Mayor: Russ Fortune – yea

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

Also Present: Frank Johnson, City Clerk/Administrator
Greg Dohrman, 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. City Clerk/Administrator Frank Johnson noted that Officer John Wehner was on vacation and Sergeant John Conrardy would be presenting the police report. Aldermen Dennis Whitmore motioned to approve the agenda with noted changes, seconded by Aldermen April Milne. The motion passed by a voice vote.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of the Regular Session Minutes of July 20, 2022; and the Bills list from July 16 through July 29, 2022. Alderman Whitmore motioned to approve the consent agenda, seconded by Alderman Milne. The motion passed by a voice vote.

REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS

Police Report: Sergeant John Conrardy reviewed the July police report. Radio calls, police reports and self-initiated calls remained relatively unchanged. The report did include thefts of liquor at the Walgreens store on Big Bend. Sergeant Conrardy informed the Board that Walgreens stores have been targeted by an organized retail theft ring. Twin Oaks, working with other municipalities, has been instrumental in being able to identify members of this organization. The Board noted that auto accidents were down significantly for the month. The Board asked if there had been any increase in vandalism in Twin Oaks Park. City Clerk/Administrator Frank Johnson clarified that there had been a miscommunication regarding vandalism and there has not been an increase in vandalism since the bathrooms are now open till 10:00 pm but there have been challenges with the

locks themselves. Sergeant Conrardy stated that there continues to be a police presence in the park after dark.

License Plate Reader (LPR) Cameras: Sergeant Conrardy presented photos taken by the new LPR cameras recently installed in Twin Oaks. Pictures are clear and very readable for identification. Sergeant Conrardy was encouraged with quick apprehension of a stolen trailer that was identified by our LPR cameras. Twenty-four hours after the LPR had been installed on Big Bend the police were able to apprehend and return stolen property. Big Bend is the first major road to have the LPR cameras installed.

PRELIMINARY CITIZEN COMMENTS

There were no preliminary citizen comments.

NEW BUSINESS

Bill No. 22-19: An Ordinance Approving a Second Amendment to the Contract with Crowder Construction, Inc., for Snow and Ice Management Services for the 2022-23 Winter Seasons. City Clerk/Administrator Johnson read the resolution. He stated that this contract does have a cost increase from the previous year. Following a discussion City Clerk/Administrator Johnson was instructed to gather costs estimates to compare for the 2023-24 year contract. City Clerk/Administrator Johnson read the bill a second time. Alderman Whitmore motioned to approve Bill No 22-19, seconded by Alderman Milne, and the motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Whitmore-yea, Alderman Stoeckl-yea and Alderman Eisenhauer-yea. Mayor Fortune stated that Bill No 22-19 being duly passed becomes Ordinance No. 22-19.

DISCUSSION ITEMS

IT Services RFP: City Clerk/Administrator Johnson reviewed the contract with the Twin Oaks IT service provider. Pricing for service with Brain Mill will not increase for the 2023 year and the contract has an increase cap of 5% in subsequent years. City Clerk/Administrator Johnson added that the personal at Brain Mill have always been easy to work with and service has been excellent. City Clerk/Administrator Johnson recommended that we continue to work with Brain Mill as our IT support for the 2023 year and revisit sending out a RFP for the 2024 year. The Board agreed and instructed City Clerk/Administrator Johnson to proceed with the contract.

Radar Data Report: City Clerk/Administrator Johnson presented to the Board the results of data collected from radar signs located on Boly Ln and South bound Autumn Leaf Dr. The information collected contained data on traffic amounts, rate of speed, date and time stamps. Data was collected over a weeks' time. Information gathered found that speed of cars were found not to be excessive on either road.

Alderman Milne reported a change in Valley Park School bus route beginning in September. Due to time constraints students will be dropped off on Big Bend and Boly Ln in the afternoon. The Board reviewed the data from the radar signs at that time of day. Concerns about traffic amounts

and speed during those time periods created concerns over student safety. Following a discussion the Board directed City Clerk/Administrator Johnson to compose a letter to the Valley Park School district listing Twin Oaks concern and to create a flier to be mailed to residents to inform them of the upcoming changes in the bus drop off location and to remind everyone to be alert when entering the Boly Ln. entrance.

ATTORNEY'S REPORT

Attorney Greg Dohrman: Attorney Greg Dohrman attended the BOA meeting for City Attorney Paul Rost, who is on vacation. Mr. Dohrman had no report at this time.

CITY CLERK'S REPORT

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He informed the Board about upcoming changes to the process of scheduling bulky items for trash pickup. Starting Sept. 1, residents will schedule the pickups with Waste Management directly. He also informed the Board that the fence replacement project for Twin Oaks Park is scheduled to begin on Aug. 16, and he updated the Board on the status of the Crescent Avenue sidewalk project.

MAYOR & ALDERMEN COMMENTS

Alderman Eisenhauer apologized for her absence at the Board meeting on July 20.

Alderman Tim Stoeckl asked if the City was responsible for cutting back the bushes that are currently covering a stop sign on Autumn Leaf and Birnamwood Drive. Alderman Whitmore said to contact the HOA Board of the Condo Association to have the bushes trimmed.

Alderman Whitmore inquired about repair work for the surface of Boly Ln. City Clerk/Administrator Johnson has spoken with BFA regarding the repair work that would be needed to improve the road. BFA providing information on possible options for the road, including a full depth repair. Another micro surface overlay isn't recommended at this time. The repair would be costly and not have the desired outcome. The Board expressed concern over waiting another winter season before repairs are made and instructed City Clerk/Administrator Johnson to look into a short-term fix while the Board plans for a longer-term solution.

Alderman Milne will not be at the August 20, BOA meeting.

Mayor Fortune remarked on the popularity of the Twin Oaks Polling location. The City Hall was steady thought out primary voting day on August 2.

FINAL CITIZEN COMMENTS

There were no final citizen comments.

ADJOURNMENT

There being no further business Mayor Fortune ask for a motion to adjourn the meeting. Alderman Milne so motioned, seconded by Aldermen Eisenhower and the regular meeting was adjourned at 8:04 pm.

Drafted By: _____
Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

**City of Twin Oaks
Bills and Applied Payments
July 30 thru August 13, 2022**

Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
SLACMA	8/2/2022	Monthly membership meeting		\$15.00	\$15.00	8/17/2022
Harvey's Services Inc.	7/31/2022	lawn care charges for Park, City Hall & intercection	25108	\$3,992.00	\$3,992.00	8/17/2022
Lisa Eisenhauer	7/20/2022	reimbursement for gift cards-water play day event		\$273.80	\$273.80	8/17/2022
St. Louis County Public Works	7/31/2022	occupancy inspections for apt 241 & 354 on 7-25-22	0731220005500	\$150.00	\$150.00	8/17/2022
Botz, Deal & Company, P.C.	7/31/2022	Audit services rendered for the year ended December 31, 2021	572439	\$11,100.00	\$11,100.00	8/17/2022
Alternative Rain	8/4/2022	Raised one rotor in the Park that was low due to vehicle traffic	16366	\$95.00		
	8/5/2022	addition of 4 new sprinkler heads to improve coverage of flower beds	16379	\$810.95	\$905.95	8/17/2022
MOCCFOA	8/8/2022	August luncheon meeting		\$16.00	\$16.00	8/17/2022
Mike Perry	7/3/2022	reissue check for July 3 Event		\$800.00	\$800.00	8/17/2022
Asda Acharya	8/6/2022	refund for park reservation on 08-06-22	PR080622	\$100.00	\$100.00	8/17/2022
Vogel	7/16/2022	quartley billing for heating and cooling contract	C013092	\$335.00	\$335.00	8/17/2022
Richard Christ	8/9/2022	Repair of damaged sewer lateral for 1466 Autumn Leaf Drive		\$5,000.00	\$5,000.00	8/17/2022
BFA Engineering	8/10/2022	Work on Boly Lane entrance RFP for July. See invoice for details.	17050	\$2,405.00		
	8/10/2022	Work on Curb Repair RFP for July. See invoice for details.	17049	\$465.00		
	8/10/2022	Design work on Crescent Ave Sidewalk. See invoice for details.	16654	\$1,985.00		
	8/10/2022	Survey work on Crescent Ave Sidewalk. See invoice for details.	17048	\$1,030.00		
	8/10/2022	TSC Tcon with F. Johnson on general street repair and extended sidewalk on Meramec Station; AJR meeting with TSC on City's street condition.	17047	\$80.00		
	8/10/2022	Review of AT&T ROW permit	17046	\$125.00	\$6,090.00	8/17/2022
St Louis County Police Department	8/8/2022	monthly contract fee for August	145256	\$11,847.22	\$11,847.22	8/17/2022
Cunningham, Vogel and Rost	8/11/2022	Retainer/Basic Services for July. See invoice for details	67126	\$1,922.00		
	8/11/2022	Other Legal Services for July. See invoice for details	67125	\$3,863.50	\$5,785.50	8/17/2020
P.F. Pettibone & Co.	8/11/2022	binders for minutes, ordinance and resolutions	182583	\$614.70	\$614.70	8/17/2022
AutoPay Waste Management	7/27/2022	trash service for August	7085563-1840-8	\$4,116.45	\$4,116.45	8/26/2022
AutoPay Ameren	7/28/2022	monthly charge for Big Bend /141 intersection	9007	\$72.26	\$72.26	8/18/2022
AutoPay American Water	7/26/2022	monthly charge for 1 Twin Oaks Park	8845	\$1,592.20	\$1,592.20	8/17/2022
AutoPay American Water	7/27/2022	monthly charge for fire hydrant in Twin Oaks Park	8944	\$5.34	\$5.34	8/18/2022
AutoPay American Water	7/26/2022	monthly charge for Big Bend Irrig	5681	\$593.32	\$593.32	8/17/2022
AutoPay American Water	8/2/2022	monthly charge for Firepark	9002	\$25.40	\$25.40	8/24/2022
AutoPay Ameren	8/4/2022	monthly charge for street lights 5515	5515	\$640.01	\$640.01	8/25/2022
AutoPay MSD	8/8/2022	monthly charge for City Hall	1219399-1	\$44.31	\$44.31	8/29/2022
		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 13-3497-13A/Crescent Rd/Sidewalk Project

Invoice Date:	Invoice #:
7/31/2022	16654

Item	Description	Date	Hours/Qty	Rate	Amount
TSC/PM	Utility: Tcon with Missouri American Water RE: project status (0.25)	6/14/2022	0.25	100.00	25.00
TSC/PM	Email to Frank RE: Storm sewer design for future project	6/27/2022	0.25	100.00	25.00
AJR/Draft	Find exhibit, ask for near map,	6/27/2022	0.75	60.00	45.00
TSC/PM	Work with Craig to get NearMap Aerial for Sketch plan / Tcon with Frank RE: stormwater	7/5/2022	1	100.00	100.00
TSC/PM	Review Concept Plan for 140 and 150 Crescent	7/6/2022	0.5	100.00	50.00
AJR/Draft	Worked on Concept Plan for 150 and 140 Crescent and markups	7/6/2022	3	60.00	180.00
TSC/PM	Review Concept Plan for 140 and 150 Crescent	7/7/2022	0.25	100.00	25.00
AJR/Draft	Worked on markups.Meeting with Tiffany regarding plan sheet review and email to Frank. Emailed Concept Plan to Frank.	7/7/2022	0.75	60.00	45.00
AJR/Draft	Emailed response to Frank with google earth screen shot attachments.RE: Concept Plans	7/12/2022	0.75	60.00	45.00
TSC/PM	Evaluate Storm water Scope and discuss with RII	7/14/2022	3.5	100.00	350.00
TSC/PM	Tcon with Frank RE: concept Plan for 140 and 150 Crescent (0.5)	7/15/2022	0.5	100.00	50.00
TSC/PM	Markup scope of field work (0.25)	7/19/2022	0.5	100.00	50.00
TSC/PM	Emails RE: stormwater and proposal / Discuss stormwater with Wes	7/26/2022	0.75	100.00	75.00
ACW/Field	Fieldwork for Tiffany, topo sections of street/yards for sidewalk expansion, measure inverts, take photos, locate property corners.	7/28/2022	8.5	80.00	680.00
ACW/Draft	Download, then upload photos and fieldwork to project file.	7/29/2022	0.5	80.00	40.00
KNK/Draft	Topo Base Drawing - Bringing survey database in and drafting existing conditions	7/29/2022	5	40.00	200.00

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

\$1,985.00

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 13-3497-13C/Crescent Ave Sidewalk/Survey

Invoice Date:	Invoice #:
7/31/2022	17048

Item	Description	Date	Hours/Qty	Rate	Amount
TSC/PM	Update Aaron on Survey	6/28/2022	0.25	100.00	25.00
TSC/PM	Mult Emails with Shantel Bowers and Frank RE: permanent easements/Right-of-way / Tcon with Frank RE: ROW	7/5/2022	1.25	100.00	125.00
TSC/PM	Tcon with M. Green RE: appraisal	7/6/2022	0.25	100.00	25.00
TSC/PM	Review title report for 2 properties	7/13/2022	0.25	100.00	25.00
TSC/PM	Tcon with Frank: RE Schedule	7/15/2022	0.25	100.00	25.00
TSC/PM	Follow up on survey work	7/18/2022	0.25	100.00	25.00
TSC/PM	Tcon with Aaron; Follow up with Shantel RE: title reports (0.25) / Review title reports (0.25)	7/19/2022	0.5	100.00	50.00
TSC/PM	Emails RE: field work / Meet with ACW RE: scope / Prep scope of work drawing for ACW / Review codes RE: plats	7/20/2022	2.5	100.00	250.00
TSC/PM	Discuss ROW and exhibits with MRF and ACW (0.75) / Tcon with P. Rost RE: ROW docs (0.5)	7/21/2022	1.25	100.00	125.00
TSC/PM	Go over field work with ACW	7/22/2022	0.5	100.00	50.00
TSC/PM	Discuss field work	7/27/2022	0.25	100.00	25.00
ACW/Draft	Create project folder; print material for fieldwork; research property corners, plats, etc., Bring in outboundary form previous topo into CAD; create points to look for corners	7/27/2022	1.5	80.00	120.00
KNK/Draft	Export CAD file for use outside of Vault; email to ACW	7/27/2022	0.25	40.00	10.00
TSC/PM	Discuss utility locate with Aaron	7/28/2022	0.25	100.00	25.00
TSC/PM	Discuss field work with Aaron then KNK / schedule work	7/29/2022	1.25	100.00	125.00

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Amount Due This Invoice

\$1,030.00

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 13-3497-2N/Curb Repair

Invoice Date:	Invoice #:
7/31/2022	17049

Item	Description	Date	Hours/Qty	Rate	Amount
TSC/PM	Go over project with AJR	6/28/2022	0.25	100.00	25.00
TSC/PM	Go over plans and specs (0.5)	7/19/2022	0.5	100.00	50.00
AJR/Draft	3497-2Q Meeting with Tiffany to discuss information for meeting with Frank. Meeting with Tiffany regarding markups. Worked on markups.	7/19/2022	1.25	60.00	75.00
TSC/PM	Prep and Meeting with Frank	7/20/2022	0.5	100.00	50.00
AJR/Draft	Worked on markups. Meeting with Frank and Tiffany regarding project status and questions. Notes on where left off on project	7/20/2022	2.25	60.00	135.00
AJR/Draft	Email to Frank regarding Golden Oak comparison document. Worked on markups.	7/21/2022	1.25	60.00	75.00
AJR/Draft	3497-2Q Worked on markups	7/29/2022	0.5	60.00	30.00
TSC/PM	Tcon with Frank RE: schedule	7/29/2022	0.25	100.00	25.00

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

\$465.00

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
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Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-2R/Big Bend Boly Entrance

Invoice Date:	Invoice #:
7/31/2022	17050

Item	Description	Date	Hours/Qty	Rate	Amount
AJR/Draft	Went over markup questions with Jacob and reviewed markups.	6/27/2022	1.5	60.00	90.00
JDS/Draft	Worked on markups given to me by Angelica for the plan sheet, bid document, and cost estimate.	6/27/2022	4.25	40.00	170.00
TSC/PM	Go over project with AJR	6/28/2022	0.25	100.00	25.00
AJR/Draft	Markups for Jacob	6/28/2022	2	60.00	120.00
AJR/Draft	Emails to Jacob and Markups.	6/29/2022	0.25	60.00	15.00
JDS/Draft	Worked on redlines for the site plan, bid document, and cost estimate.	6/29/2022	1.25	40.00	50.00
JDS/Draft	Updated the Cost estimate and sent the bid document, cost estimate, and site plan to Angelica.	6/30/2022	0.75	40.00	30.00
TSC/PM	Review project tasks	7/1/2022	0.25	100.00	25.00
TSC/PM	Schedule project	7/6/2022	0.25	100.00	25.00
AJR/Draft	Worked on markups for Jacob.	7/6/2022	1	60.00	60.00
AJR/Draft	Worked on markups for Jacob.	7/7/2022	0.75	60.00	45.00
JDS/Draft	Worked on markups for the plan set, bid documents, and cost estimate	7/7/2022	0.75	40.00	30.00
TSC/PM	Markup plans with AJR	7/8/2022	0.25	100.00	25.00
AJR/Draft	Reviewed markups for Jacob. Emailed Tiffany plan sheets, cost est and bid docs. Created meeting folder.	7/8/2022	0.75	60.00	45.00
JDS/Draft	Worked on redlines on the bid document, cost estimate, and plan sheets	7/8/2022	0.5	40.00	20.00
AJR/Draft	Worked on markups.	7/11/2022	3.25	60.00	195.00
AJR/Draft	Worked on markups and emailed to Tiffany.	7/12/2022	1	60.00	60.00
TSC/PM	Review plans and specs (1.75)	7/13/2022	1.75	100.00	175.00
TSC/PM	Review plans and specs (0.5)	7/14/2022	0.5	100.00	50.00
TSC/PM	Go over plan, details, and specs with AJR	7/15/2022	0.5	100.00	50.00
AJR/Draft	Worked on markups.	7/15/2022	2	60.00	120.00
AJR/Draft	Worked on markups for plan sheets and Bid documents.	7/18/2022	4.75	60.00	285.00
TSC/PM	Go over plans and specs with AJR (0.75) / Review and markup plans and specs (1.25)	7/19/2022	2	100.00	200.00
AJR/Draft	Meeting with Tiffany to discuss information for meeting with Frank. Meeting with Tiffany regarding markups. Worked on markups and meeting folder information.	7/19/2022	3.75	60.00	225.00
TSC/PM	Prep and Meeting with Frank	7/20/2022	0.5	100.00	50.00
AJR/Draft	Worked on markups. Meeting with Frank and Tiffany regarding project status and questions. Notes on where left off on project	7/20/2022	2.25	60.00	135.00
AJR/Draft	Worked on markups	7/21/2022	0.5	60.00	30.00
AJR/Draft	Worked on markups	7/29/2022	0.5	60.00	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

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
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Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-2R/Big Bend Boly Entrance

Invoice Date:	Invoice #:
7/31/2022	17050

Item	Description	Date	Hours/Qty	Rate	Amount
TSC/PM	Tcon with Frank RE: schedule	7/29/2022	0.25	100.00	25.00

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	\$2,405.00
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Credit Card List
July 1, 2022 to July 31, 2022

Date	Name	Memo/Description	Amount
6/29/2022	Premier Property Services	split rail fence for the park to section off sunken drain	270.00
7/5/2022	Quickbooks	Monthly Fee-reaccuring fee for accounting program	80.00
7/21/2022	Adobe	Monthly Fee-reaccuring fee for computer program	14.99
7/5/2022	Zoom Video Communications	Monthly Fee-reaccuring fee for zoom	14.99
7/11/2022	Valley Park Elevator & Hardware	nuts and bolts for intersection-GFI for the park	29.19
7/11/2022	Petromart	fuel for Truck	72.00
7/11/2022	Valley Park Elevator & Hardware	Fish Food	34.95
7/3/2022	Valley Park Elevator & Hardware	supplies needed for the Fireworks event-hose, batteries and velcro	71.57
7/7/2022	Sam's Club	Stocking supplies for water & monster	80.03
7/12/2022	Office Depot	toner for printer-brother printer	75.49
7/15/2022	Walgreens	gift cards for volunteers at Water Play Day Event	100.00
7/19/2022	Sam's Club	food for Water Play Day Event	313.20
7/19/2022	Jolly Jumps	Water Play Day slide rental	725.00
7/19/2022	Petromart	fuel for truck	71.00
7/19/2022	Amazon	replacement roller for tennis court	51.60
7/20/2022	Schnucks	ice, food, condiments, plates needed for Water Play Day	77.66
7/20/2022	Schnucks	additional buns and hot dogs for Water Play Day	69.82
7/21/2022	Fish Window Cleaning	window cleaning for City Hall	180.00
7/27/2022	Valley Park Elevator & Hardware	Fish Food	34.95
7/27/2022	Mutt Mitt	replacement Mutt Mitt dispensers	523.91
7/28/2022	Schnucks	coffee & tea k cup refills	41.14
7/29/2022	Valley Park Elevator & Hardware	asphalt patch & hardware	48.57
		Alderman	
		Alderman	



Account Summary

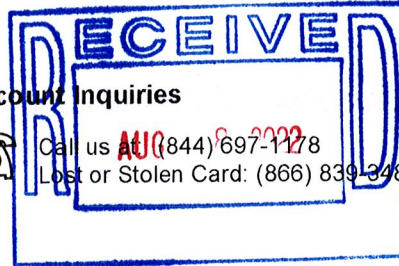
Billing Cycle		07/31/2022
Days In Billing Cycle		31
Previous Balance		\$6,591.41
Purchases	+	\$2,980.06
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$222.42-
Payments	-	\$6,591.41-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$2,757.64

Account Inquiries



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



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

Payment Summary

NEW BALANCE	\$2,757.64
MINIMUM PAYMENT	\$69.00
PAYMENT DUE DATE	08/25/2022

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

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$7,242.36
Available Cash	\$7,242.36
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Corporate Activity

TOTAL CORPORATE ACTIVITY				\$6,591.41-
Trans Date	Post Date	Reference Number	Transaction Description	Amount
07/12	07/12	2987701	INTERNET PMT-THANK YOU	\$6,591.41- ✓

Cardholder Account Summary

FEE ACCT 00000877-010000 ##### 1768	Payments & Other Credits \$66.08-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$66.08-
--	---	--	-------------------------	----------------------------

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/30	07/01		7414296220600000003910	REBATE CREDIT	\$66.08-

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
07/31/22	\$2,757.64	\$69.00	08/25/22

\$

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

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
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 ##### 1776		Payments & Other Credits \$156.34-	Purchases & Other Charges \$1,014.98	Cash Advances \$0.00	Total Activity \$858.64
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/05	07/06	PBUS03	24011342186000031067506	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$14.99 ✓
07/05	07/06	PBUS03	24692162186100111761628	INTUIT *QBooks Online CL.INTUIT.COM CA	\$80.00 ✓
07/19	07/21	PBUS03	24445002201300360007579	FSP*JOLLY JUMPS OF ST. LO 314-231-5867 MO	\$725.00 ✓
07/21	07/22	PBUS03	24943002202700708227183	ADOBE ACROPRO SUBS 408-536-6000 CA	\$14.99 ✓
07/21	07/24	PBUS03	24498132203017025772087	FISH WINDOW CLEANING 636-779-1500 MO	\$180.00 ✓
07/27	07/29		24492162209000018356677	CREDIT VOUCHER GIANT BICYCLE HTTPSWWW.GIAN CA	\$156.34 ✓

Cardholder Account Summary					
JOHN WILLIAMS ##### 1792		Payments & Other Credits \$0.00	Purchases & Other Charges \$779.71	Cash Advances \$0.00	Total Activity \$779.71
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/01	07/03	PBUS03	24323042182042300060286	VALLEY PARK ELEVATOR VALLEY PARK MO	\$29.19 ✓
07/01	07/03	PBUS03	24323042182042300061177	VALLEY PARK ELEVATOR VALLEY PARK MO	\$34.95 ✓
07/01	07/03	PBUS03	24034542182000054708764	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$72.00 ✓
07/03	07/04	PBUS03	24323042184048500043772	VALLEY PARK ELEVATOR VALLEY PARK MO	\$71.57 ✓
07/08	07/08	PBUS03	24692162189100287238424	SQ *PREMIER PROPERTY SERV 877-417-4551 MO	\$270.00 ✓
07/19	07/20	PBUS03	24034542200002107084878	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$71.00 ✓
07/20	07/21	PBUS03	24445002202000687329081	SCHNUCKS TWIN OAKS BALLWIN MO	\$77.66 ✓
07/20	07/21	PBUS03	24445002202000687329164	SCHNUCKS TWIN OAKS BALLWIN MO	\$69.82 ✓
07/27	07/28	PBUS03	24323042208043700046016	VALLEY PARK ELEVATOR VALLEY PARK MO	\$34.95 ✓
07/29	07/31	PBUS03	24323042210049900053419	VALLEY PARK ELEVATOR VALLEY PARK MO	\$48.57 ✓

Cardholder Account Summary					
PAULA DRIES ##### 0740		Payments & Other Credits \$0.00	Purchases & Other Charges \$1,185.37	Cash Advances \$0.00	Total Activity \$1,185.37
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/08	07/11	PBUS03	24226382191370572949168	SAMSLUB.COM 888-746-7726 AR	\$80.03 ✓
07/13	07/15	PBUS03	24137462195500744378938	OFFICEMAX/OFFICEDEPT#6874 800-463-3768 KS	\$75.49 ✓
07/15	07/17	PBUS03	24445002197000723429751	WALGREENS #1273 BALLWIN MO	\$100.00 ✓
07/19	07/20	PBUS03	24431062200083342696450	AMAZON.COM*3Z8GG0693 AMZN AMZN.COM/BILL WA	\$51.60 ✓
07/19	07/21	PBUS03	24226382201370215962295	SAMSLUB.COM 888-746-7726 AR	\$273.06 ✓
07/19	07/21	PBUS03	24226382201370215965223	SAMSLUB.COM 888-746-7726 AR	\$40.14 ✓
07/28	07/28	PBUS03	24692162209100107847632	MUTT MITT.COM 856-495-5102 CA	\$523.91 ✓
07/28	07/29	PBUS03	24445002210000693178167	SCHNUCKS TWIN OAKS BALLWIN MO	\$41.14 ✓

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	0.03901%(D)	14.2400%(V)	\$0.00	\$0.00	0.0000%	\$2,757.64
Cash									
CBUS01 001	CASH	A	\$0.00	0.06641%(D)	24.2400%(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, MISSOURI**

**MONTHLY OPERATING
FINANCIAL STATEMENTS**

**AS OF AND FOR THE SEVEN
MONTHS ENDED JULY 31, 2022 AND
JULY 31, 2021**

CITY OF TWIN OAKS, MISSOURI

BALANCE SHEET JULY 31, 2022 and 2021

	2022	2021
ASSETS		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 42,839	\$ 37,891
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	10,494	10,489
9-112.1 Enterprise Bank- General Checking 5732	68,653	21,534
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	1,230,103	946,419
9-112.3 Enterprise Bank - Special Account 5765	59,862	59,831
9-112.4 Enterprise Bank - Debt Service Retirement 6108	-	158,382
9-122.2 CD Meramec Valley .5987 9/8/19	116,620	116,054
9-128 Escrow Deposits Payable	(5,000)	(5,000)
9-129 Accrued Interest	88	88
Total Bank Accounts	1,523,895	1,345,924
9-130 Accounts Receivable	75	972
1-180 Taxes Receivable - Road	9,554	13,736
2-144 Prepaid Expenses	-	5,000
2-180 Taxes Receivable - Park	48,839	44,403
3-180 Taxes Receivable - Sewer Lateral	1,069	1,512
4-180 Taxes Receivable - CI	41,513	45,343
9-144 Prepaid Items	7,400	6,916
9-180 Taxes Receivable - GF	149,865	137,436
9-180.1 Deferred Property Taxes Receivable	5,998	5,998
TOTAL ASSETS	\$ 1,788,209	\$ 1,607,238
LIABILITIES AND FUND BALANCES		
Liabilities		
9-200 Accounts Payable	\$ 26,718	\$ 8,849
9-210 MVB Credit MasterCard	191	191
9-210.1 Enterprise Bank Credit Card	2,758	48
1-201 Accounts Payable - Cap Improve	659	5,341
1-281.1 Deferred property tax revenue - Negative Receipt	-	707
2-201 Accounts Payable - Parks	6,274	5,174
2-240 Park Reservation Deposits	2,000	2,350
9-201 Accounts Payable - GF	4,731	14,605
9-233 LAGER Liability	994	(3,194)
9-239 Accrued Payroll	8,952	8,883
9-240 Community Room Deposits	1,215	820
9-281 Deferred property tax revenue-Annual Assesment	5,998	5,998
9-281.1 Deferred property tax revenue-Negative Receipts	-	2,993
9-283 Deferred Income - ARPA Grant	385	-
Total Liabilities	60,875	52,765
Fund Balances		
1-301 Road Fund Balance	591	591
2-301 Park & Storm Fund Balance	262,946	262,946
3-301 Sewer Lateral Fund Balance	65,448	65,448
4-301 Cap Impr Fund Balance	590,701	590,701
9-301 General Fund Balance	517,744	367,702
9-302 General Fund - Debt Sinking Fund	-	150,042
9-390 Retained Earnings	152,007	5
Net Revenue	137,896	117,037
Total Fund Balances	1,727,333	1,554,473
TOTAL LIABILITIES AND FUND BALANCES	\$ 1,788,209	\$ 1,607,238

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

	JULY 31, 2022								JULY 31, 2021		
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE FAV / (UNFAV)	
										Amount	%
REVENUES RECEIVED											
Sales Taxes	\$ -	\$ 149,882	\$ -	\$ 176,332	\$ 325,289	\$ 651,503	\$ 978,100	67 %	\$ 586,919	\$ 64,584	11 %
Property Taxes	-	-	8,994	-	30,710	39,704	69,600	57 %	49,461	(9,757)	(20)%
Intergovernmental Taxes	-	-	6,817	-	8,868	15,684	27,400	57 %	16,165	(480)	(3)%
Licenses, Permits & Fees	1,137	-	-	-	93,646	94,783	106,200	89 %	95,478	(695)	(1)%
Grants	-	-	-	-	-	-	40,000	-	-	-	-
Miscellaneous Revenue	-	-	-	2,600	871	3,471	6,000	58 %	3,593	(122)	(3)%
Interest Income	26	-	-	-	1,148	1,174	500	235 %	946	227	24 %
	1,163	149,882	15,810	178,932	460,532	806,318	1,227,800	66 %	752,562	53,757	7 %
EXPENDITURES PAID											
Personnel Services	-	-	30,334	20,631	96,680	147,644	273,400	54 %	140,344	(7,300)	(5)%
Administrative	-	-	-	-	77,193	77,193	118,800	65 %	73,981	(3,213)	(4)%
Operating	-	-	57,637	73,321	41,712	172,670	260,100	66 %	139,561	(33,109)	(24)%
Contractual	-	-	-	-	51,993	51,993	85,000	61 %	44,163	(7,830)	(18)%
Police	-	-	-	-	82,931	82,931	140,900	59 %	80,310	(2,620)	(3)%
Lease	-	-	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	1,558	20,314	-	21,872	51,000	43 %	39,367	17,495	44 %
Debt Service	-	71,393	-	-	-	71,393	142,800	50 %	71,393	-	-
Capital additions											
Stormwater	-	-	-	-	-	-	-	-	2,920	2,920	100 %
Other	-	12,224	7,725	22,249	-	42,198	100,500	42 %	43,485	1,287	3 %
Total	-	83,617	97,253	136,515	351,037	668,422	1,172,500	57 %	635,524	(32,898)	(5)%
Excess (deficiency) of revenues over (under) expenditures	1,163	66,265	(81,443)	42,417	109,495	137,896	55,300	249 %	117,037	20,859	18 %
OTHER SOURCES(USES) OF FUND											
Transfers	-	(98,043)	81,443	(33,400)	50,000	-	-	-	-	-	-
CHANGE IN FUND BALANCE	1,163	(31,778)	0	9,017	159,495	137,896	55,300	249 %	117,037	\$ 20,859	18 %
FUND BALANCE -											
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422	1,589,422		1,437,426		
End of Period	\$ 50,591	\$ 626,832	\$ 3,546	\$ 336,768	\$ 709,582	\$ 1,727,318	\$ 1,644,722		\$ 1,554,463		
CHANGE IN FUND BALANCE											
Budget	300	(127,600)	-	21,500	161,100	55,300					
Actual Over/(Under) Budget	\$ 863	\$ 95,822	\$ 0	\$ (12,483)	\$ (1,605)	\$ 82,596					

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

	BUDGET - FYE 12/31/2022					
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 240,100	\$ -	\$ 270,500	\$ 467,500	\$ 978,100
Property Taxes	-	-	22,600	-	47,000	69,600
Intergovernmental Taxes	-	-	10,700	-	16,700	27,400
Licenses, Permits & Fees	4,700	-	-	-	101,500	106,200
Grants	-	-	-	-	40,000	40,000
Miscellaneous Revenue	-	-	-	4,100	1,900	6,000
Interest Income	100	-	-	-	400	500
	4,800	240,100	33,300	274,600	675,000	1,227,800
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	55,800	42,600	175,000	273,400
Administrative	-	-	-	-	118,800	118,800
Operating	4,500	-	89,900	85,800	79,900	260,100
Contractual	-	-	-	-	85,000	85,000
Police	-	-	-	-	140,900	140,900
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	16,500	34,500	-	51,000
Debt Service	-	142,800	-	-	-	142,800
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	67,500	33,000	-	100,500
Total	4,500	142,800	229,700	195,900	599,600	1,172,500
Excess (deficiency) of revenues over (under) expenditures	300	97,300	(196,400)	78,700	75,400	55,300
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	(224,900)	196,400	(57,200)	85,700	-
CHANGE IN FUND BALANCE	300	(127,600)	-	21,500	161,100	55,300
FUND BALANCE -						
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422
End of Period	\$ 49,728	\$ 531,010	\$ 3,546	\$ 349,251	\$ 711,187	\$ 1,644,722
CHANGE IN FUND BALANCE						
Budget						
Actual Over/(Under) Budget						

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

	ACTUAL - JULY 31, 2022					
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 149,882	\$ -	\$ 176,332	\$ 325,289	\$ 651,503
Property Taxes	-	-	8,994	-	30,710	39,704
Intergovernmental Taxes	-	-	6,817	-	8,868	15,684
Licenses, Permits & Fees	1,137	-	-	-	93,646	94,783
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	2,600	871	3,471
Interest Income	26	-	-	-	1,148	1,174
	1,163	149,882	15,810	178,932	460,532	806,318
EXPENDITURES PAID						
Court	-	-	-	-	529	529
Personnel Services	-	-	30,334	20,631	96,680	147,644
Administrative	-	-	-	-	77,193	77,193
Operating	-	-	57,637	73,321	41,712	172,670
Contractual	-	-	-	-	51,993	51,993
Police	-	-	-	-	82,931	82,931
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	1,558	20,314	-	21,872
Debt Service	-	71,393	-	-	-	71,393
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	12,224	7,725	22,249	-	42,198
Total	-	83,617	97,253	136,515	350,509	667,894
Excess (deficiency) of revenues over (under) expenditures	1,163	66,265	(81,443)	42,417	110,023	138,425
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	1,163	66,265	(81,443)	42,417	110,023	138,425
FUND BALANCE -						
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422
End of Period	\$ 50,591	\$ 724,875	\$ (77,897)	\$ 370,168	\$ 660,110	\$ 1,727,847
CHANGE IN FUND BALANCE						
Budget	300	(127,600)	-	21,500	161,100	55,300
Actual Over/(Under) Budget	863	193,865	(81,443)	20,917	(51,077)	83,125

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

	ACTUAL - JULY 31, 2021					
	Sewer	CIST	Road	Parks	General	Total
	REVENUES RECEIVED					
Sales Taxes	\$ -	\$ 136,304	\$ -	\$ 160,358	\$ 290,256	\$ 586,919
Property Taxes	-	-	13,862	-	35,599	49,461
Intergovernmental Taxes	-	-	5,923	-	10,241	16,165
Licenses, Permits & Fees	1,746	-	-	-	93,732	95,478
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	3,250	343	3,593
Interest Income	28	-	-	-	919	946
	1,774	136,304	19,785	163,608	431,090	752,562
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	28,428	19,272	92,644	140,344
Administrative	-	-	-	-	73,981	73,981
Operating	20,943	-	51,823	26,494	40,302	139,561
Contractual	-	-	-	-	44,163	44,163
Police	-	-	-	-	80,310	80,310
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	6,683	32,684	-	39,367
Debt Service	-	71,393	-	-	-	71,393
Capital additions						
Stormwater	-	-	-	2,920	-	2,920
Other	-	-	25,989	17,496	-	43,485
Total	20,943	71,393	112,923	98,865	331,400	635,524
Excess (deficiency) of revenues over (under) expenditures	(19,169)	64,911	(93,139)	64,743	99,691	117,037
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(19,169)	64,911	(93,139)	64,743	99,691	117,037
FUND BALANCE -						
Beginning of Year	65,448	590,701	587	262,946	517,744	1,437,426
End of Period	\$ 46,279	\$ 655,612	\$ (92,552)	\$ 327,689	\$ 617,435	\$ 1,554,463
CHANGE IN FUND BALANCE						
Budget						
Actual Over/(Under) Budget						

CUNNINGHAM, VOGEL & ROST, P.C.

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MEMORANDUM

TO: Twin Oaks Planning & Zoning Commission

CC: Frank Johnson, City Clerk/Administrator

FROM: Paul Rost, City Attorney

RE: *Home-Based Businesses – Required Changes based on H.B. 1662*

DATE: July 20, 2022

This legislative session the Missouri General Assembly passed, and the Governor has signed, H.B. 1662 limiting local authority in the regulation of home occupations. Specifically applicable to 4th class cities such as Twin Oaks, H.B. 1662 adopted changes relating to “Home Based Businesses” (to be codified as §71.990 RSMo.). At the same time, though it also adopted regulations in the state Zoning Enabling Act, Chapter 89 RSMo., relating to “Home Based Work” (to be codified as §89.500 RSMo.). The two types of home occupations are defined differently and have dissimilar limitations on local authority.

The two new laws are set forth below in their entirety:

Section 71.990. 1. As used in this section, the following terms mean:

- (1) “Goods”, any merchandise, equipment, products, supplies, or materials;
 - (2) “Home-based business”, any business operated in a residential dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the residential dwelling.
2. Any person who resides in a residential dwelling may use the residential dwelling for a home-based business unless such use is restricted by:
- (1) Any deed restriction, covenant, or agreement restricting the use of land; or
 - (2) Any master deed, bylaw, or other document applicable to a common-interest ownership community.
3. Except as prescribed under subsection 4 of this section, a political subdivision shall not prohibit the operation of a no-impact, home-based business or otherwise require a person to apply for, register for, or obtain any permit, license, variance, or other type of prior approval from the political subdivision to operate a no-impact, home-based business. For the purposes of this section, a home-based business qualifies as a no-impact, home-based business if:

(1) The total number of employees and clients on-site at one time does not exceed the occupancy limit for the residential dwelling; and

(2) The activities of the business:

(a) Are limited to the sale of lawful goods and services;

(b) May involve having more than one client on the property at one time;

(c) Do not cause a substantial increase in traffic through the residential area;

(d) Do not violate any parking regulations established by the political subdivision;

(e) Occur inside the residential dwelling or in the yard of the residential dwelling;

(f) Are not visible from the street; and

(g) Do not violate any narrowly tailored regulation established under subsection 4 of this section.

4. A political subdivision may establish reasonable regulations on a home-based business if the regulations are narrowly tailored for the purpose of:

(1) Protecting the public health and safety, including regulations related to fire and building codes, health and sanitation, transportation or traffic control, solid or hazardous waste, pollution, and noise control; or

(2) Ensuring that the business activity is compliant with state and federal law and paying applicable taxes.

5. No political subdivision shall require a person, as a condition of operating a home-based business, to:

(1) Rezone the property for commercial use;

(2) Obtain a home-based business license; or

(3) Install or equip fire sprinklers in a single-family detached residential dwelling or any residential dwelling with no more than two dwelling units.

6. Whether a regulation complies with this section is a judicial question.

89.500. 1. As used in this section, the term “home-based work” means any lawful occupation performed by a resident within a residential home or accessory structure, which is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the residential character of the residential building or adversely affect the character of the surrounding neighborhood.

2. A zoning ordinance or regulation adopted pursuant to this chapter that regulates home-based work shall not:

(1) Prohibit mail order or telephone sales for home-based work;

- (2) Prohibit service by appointment within the home or accessory structure;
- (3) Prohibit or require structural modifications to the home or accessory structure;
- (4) Restrict the hours of operation for home-based work; or
- (5) Restrict storage or the use of equipment that does not produce effects outside the home or accessory structure.

3. A zoning ordinance or regulation adopted pursuant to this chapter that regulates home-based work shall not contain provisions that explicitly restrict or prohibit a particular occupation.

4. The application of this section does not supersede any deed restriction, covenant, or agreement restricting the use of land nor any master deed, by law or other document applicable to a common interest ownership community.

I have attached for the Commissions review and discussion, excerpts from the Twin Oaks' zoning code regulations on Home Occupations with some possible changes to the regulations. In no way, I am saying that this is the only way to regulate but I have tried to incorporate the definitions from the two new laws as well as tried to include the maximum amount of authority over them as possible. There is a lot of gray area when it comes to newly coined phrase "no impact home-based business" and so drafting a compliant ordinance is difficult. Questions left unanswered are whether a city can require a home-based business to get a business license like other businesses in town and to what extent the zoning laws apply as far as variances, etc. For example, §71.990.5(2) says a city cannot require the resident to "obtain a home-based business license." Does this mean no "additional" home-based business license or any business license? And, §71.990.3 prohibits a city from requiring "a person to apply for, register for, or obtain any permit, license, variance, or other type of prior approval from" the city. Does this refer to a business license as well? Also, the use of the word variance here, does that mean a variance for the use or can someone build a massive 5 story addition that goes all the way to the property lines to house their employees and equipment? What about a resident wanting to have a medical marijuana dispensary or restaurant/bar at their house? The law says you cannot require someone to "rezone the property for commercial use" and can have "more than one client on the property at one time" as long as they do "not exceed the occupancy limit" for the home. Just a few things to ponder as you ask yourself why the state legislature would involve itself in such a local issue and, if they must involve themselves, why they can't do it more competently.

Of course, the City can completely roll back its laws on home businesses and have no regulations on home businesses at all.

The new laws become effective on **August 28, 2022**, so we need to try to get the City's laws in compliance sooner than later.

Attachment 1
For Discussion–Proposed Changes to Zoning Code for Home-Based Businesses

Section 400.130 Use Regulations.

[Ord. No. 20-21, 12-16-2020]

- A. The following are permitted uses in the "A" Single-Family Dwelling District:
1. Single-Family Dwellings.
 - a. Group Homes.
 - (1) Purpose. The City has determined that it is necessary and desirable to provide suitable sites for group homes in residential areas while, in furtherance of the recognized goals of deinstitutionalization and dispersal, assuring that group homes are not unduly concentrated in neighborhoods so as to afford mentally or physically disabled persons every opportunity to be integrated in the community. To that end, group homes in residential districts shall comply with the following:
 - (a) To promote deinstitutionalization and dispersal, no group home may be located within five hundred (500) feet of another group home, measured by the straight line distance between the nearest points of the exterior walls (exclusive of overhangs) of the buildings within which the relevant facilities or uses are located;
 - (b) Adjoin any lot upon which another group home already exists; or
 - (c) Be separated from any lot upon which an existing group home already exists only by a street or roadway.
 - (2) The exterior appearance of the home and property, occupancy limitation, signage, and other standards applicable to single-family dwellings shall apply equally to group homes.
 - (3) Notwithstanding any other provision of this Section to the contrary, any individual, group or entity may make a request for reasonable accommodation from the provisions of this Section pursuant to the procedures set forth in Sections 230.150 through 230.240 of this Code.
 - b. Foster Homes.
 2. Churches, synagogues, and other houses of worship.

3. Municipally owned or operated parks or playgrounds.
4. Non-commercial forests and gardens.
5. Temporary buildings for uses incidental to construction; provided, that no such building shall be located within a required yard or within twenty-five (25) feet of any lot line and no trees shall be removed for the placement of such temporary building. The temporary building shall be removed upon the earlier occurring of one (1) year from initial placement of the temporary building, or upon the completion or abandonment of the work, unless express written permission to continue the location of such temporary building is granted by the Board of Aldermen upon good cause shown.
6. Home Occupations.

~~a. Provided that the Code Enforcement Official finds:~~

a. Purpose. The following requirements for Home-Based Businesses and Home-Based Work are enacted for the purpose of protecting the public health and safety, including regulations related to fire and building codes, health and sanitation, transportation or traffic control, solid or hazardous waste, pollution, and noise control; ensuring that the business activity is compliant with city, state, and federal law; and confirming that the business is paying applicable taxes.

b. Definitions:

~~(1) The home- **GOODS**~~

Any merchandise, equipment, products, supplies, or materials.

~~(2) **HOME-BASED BUSINESS**~~

Any business operated in a residential dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the residential dwelling.

~~(3) **HOME-BASED WORK**~~

means any lawful occupation is: (a) performed by a resident within a residential home or accessory structure, which is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the residential character of the residential building or adversely affect the character of

the surrounding neighborhood.

(4) HOME OCCUPATION

Either a No Impact Home-Based Business or resident or residents of the home doing Home-Based Work.

(5) NO IMPACT HOME-BASED BUSINESS

Any Home-Based Business:

(a) Where the total number of employees and clients on-site at one time does not exceed the occupancy limit for the residential dwelling; and

(b) The activities of the business:

(i) Are limited to the sale of lawful goods and services;

(ii) May involve having more than one client on the property at one time;

(iii) Do not cause a substantial increase in traffic through the residential area;

(iv) Do not violate the Residential Parking Requirements set forth in Section 400.390;

(v) Occur inside the residential dwelling or in the yard of the residential dwelling;

(vi) Are not visible from the street; and

(vii) Do not violate the narrowly tailored regulations in Subsection c, below.

c. A Home Occupation may operate in the "A" Residence District provided the Home Occupation:

(1) Is (a) clearly incidental and secondary to the primary residential use of the dwelling unit; and (b) does not occupy more than ~~twenty-five~~forty-nine percent (~~25~~49%) of the floor area of the dwelling; and

~~(2) No alteration is made to the~~ (2) Does not change the residential character of the residential building by altering or modifying the exterior of the dwelling ~~that would so as to indicate the presence of a home occupation;~~ Home Occupation.

~~(3) No~~ (3) Does not adversely affect the character of the surrounding neighborhood by allowing or causing, for example: commercial or delivery vehicles used in connection with the home occupation are parked at or stored on the dwelling or visit the premises with a frequency of more than one (1) visit per day; ~~and a steady~~

or concentrated visitation of clients to the dwelling; a substantial increase in traffic or on-street parking through the residential area; storage or the use of equipment that produces negative effects outside the home or accessory structure; or similar adverse impacts.

~~(4) No steady or concentrated visitation of clients to the dwelling which would disrupt the residential character of the surrounding neighborhood results from the conduct of the home occupation and in the case of home occupations involving teaching or other types of instruction, visitation shall be limited to one (1) pupil at a time except for occasional seminar groups.~~

~~b. Persons wishing to maintain a home occupation in accordance with this Section shall submit to the Code Enforcement Official a written application on forms provided by the City describing the type of home occupation, the total floor area of the dwelling in which the home occupation is to be located, the amount of floor area to be occupied by the home occupation, the type of equipment used in the conduct of the home occupation and certifying that the d. _____ A license is not required for Home Occupations nor any fee, but within sixty (60) days of establishing a Home Occupation the resident is asked to supply the City with (1) a copy of their business's Missouri Tax I.D. number and, for Home Occupations selling goods at retail, a Statement of No Tax Due in accordance Missouri Statutes (Section 144.083.2 and 144.083.4 RSMo), and (2) a written description of the Home Occupation, the percentage of the dwelling to be occupied by the Home Occupation, and the number of employees to be working at the Home Occupation who are not residents of the home. At the same time, to help ensure the proposed home occupation complies with each of the requirements of this Subsection. An application fee of twenty-five dollars (\$25.00) shall accompany the application., the City shall supply the resident with a copy of this Subsection or a summary of its requirements. Upon receipt of a complete application, the Code Enforcement Officialthe written description, the City shall verify whetherfor the proposed home occupationresident that the Home Occupation complies with the foregoing requirements and, accordingly, shall issue or deny the application for the home occupation. Following approval of an application in accordance with this Subsection, any. Any change in the amount of floor area occupied by the home occupation as certifieddetailed in the original applicationdescription, number of employees, or any change in the type of home occupation shall requireshould~~

be followed by a new application, together with the payment of the application feesubmission of a revised description and review and approval in accordance with this Section to assist the resident in continued compliance.

e. Nothing in this Subsection pertaining to Home Occupations shall be deemed to:

(1) Prohibit mail order or telephone sales for Home Occupations;

(2) Prohibit service by appointment within the home or accessory structure;

(3) Prohibit or require structural modifications to the home or accessory structure;

(4) Restrict the hours of operation for Home Occupations;

(5) Restrict storage or the use of equipment that does not produce effects outside the home or accessory structure; or

(6) Restrict or prohibit a particular occupation that is legal under the laws of the City, State, and United States.

7. Accessory buildings, structures, or uses as specified below, provided that no accessory building, structure or use shall be located in the front yard or within the applicable side and rear setbacks set forth in Section 400.150(A): [Ord. No. 21-3, 2-3-2021]

* * *

Section 400.190 Use Regulations.

[Ord. No. 20-21, 12-16-2020]

A. The following are permitted uses in the "B" Single-Family Attached Dwelling District:

* * *

6. Home Occupations.

a. Purpose. The following requirements for Home-Based Businesses and Home-Based Work are enacted for the purpose of protecting the public health and safety, including regulations

related to fire and building codes, health and sanitation, transportation or traffic control, solid or hazardous waste, pollution, and noise control; ensuring that the business license is not required for a home occupation activity is compliant with city, state, and federal law; and confirming that the business is paying applicable taxes.

b. Definitions:

(1) **GOODS**

Any merchandise, equipment, products, supplies, or materials.

(2) **HOME-BASED BUSINESS**

Any business operated in a residential dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the residential dwelling.

(3) **HOME-BASED WORK**

means any lawful occupation performed by a resident within a residential home or accessory structure, which is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the residential character of the residential building or adversely affect the character of the surrounding neighborhood.

(4) **HOME OCCUPATION**

Either a No Impact Home-Based Business or resident or residents of the home doing Home-Based Work.

(5) **NO IMPACT HOME-BASED BUSINESS**

Any Home-Based Business:

(a) Where the total number of employees and clients on-site at one time does not exceed the occupancy limit for the residential dwelling; and

(b) The activities of the business:

(i) Are limited to the sale of lawful goods and services;

(ii) May involve having more than one client on the property at one time;

(iii) Do not cause a substantial increase in traffic through the residential area;

(iv) Do not violate the Residential Parking Requirements set forth in Section 400.390;

- (v) Occur inside the residential dwelling or in the yard of the residential dwelling;
- (vi) Are not visible from the street; and
- (vii) Do not violate the narrowly tailored regulations in Subsection c, below.

c. A Home Occupation may operate in the “B” Residence District provided the Home Occupation:

- (1) Is (a) clearly incidental and secondary to the primary residential use of the dwelling unit; and (b) does not occupy more than forty-nine percent (49%) of the floor area of the dwelling; and
- (2) Does not change the residential character of the residential building by altering or modifying the exterior of the dwelling so as to indicate the presence of a Home Occupation.
- (3) Does not adversely affect the character of the surrounding neighborhood by allowing or causing, for example: commercial or delivery vehicles used in connection with the home occupation are parked at or stored on the dwelling or visit the premises with a frequency of more than one (1) visit per day; a steady or concentrated visitation of clients to the dwelling; a substantial increase in traffic or on-street parking through the residential area; storage or the use of equipment that produces negative effects outside the home or accessory structure; or similar adverse impacts.

d. A license is not required for Home Occupations nor any fee, but within sixty (60) days of establishing a Home Occupation the resident is asked to supply the City with (1) a copy of their business’s Missouri Tax I.D. number and, for Home Occupations selling goods at retail, a Statement of No Tax Due in accordance Missouri Statutes (Section 144.083.2 and 144.083.4 RSMo)., and (2) a written description of the Home Occupation, the percentage of the dwelling to be occupied by the Home Occupation, and the number of employees to be working at the Home Occupation who are not residents of the home. At the same time, to help ensure the proposed home occupation complies with the requirements of this Subsection, the City shall supply the resident with a copy of this Subsection or a summary of its requirements. Upon receipt of the written description, the City shall verify for the resident that the Home Occupation complies with the foregoing requirements. Any

change in the amount of floor area occupied by the home occupation as detailed in the original description, number of employees, or the type of home occupation should be followed by a submission of a revised description and review and approval in accordance with this Section to assist the resident in continued compliance.

e. Nothing in this Subsection pertaining to Home Occupations shall be deemed to:

(1) Prohibit mail order or telephone sales for Home Occupations;

(2) Prohibit service by appointment within the home or accessory structure;

(3) Prohibit or require structural modifications to the home or accessory structure;

(4) Restrict the hours of operation for Home Occupations;

(5) Restrict storage or the use of equipment that does not produce effects outside the home or accessory structure;
or

(6) Restrict or prohibit a particular occupation that is legal under the laws of the City, State, and United States.

7. Accessory buildings, structures, or uses as specified below, provided that no accessory building, structure or use shall be located in the front yard or within the applicable side and rear setbacks set forth in Section 400.150(A): [Ord. No. 21-3, 2-3-2021]

* * *

~~6. Customary Home Occupations.~~

~~a. Provided that the Code Enforcement Official finds:~~

~~(1) The customary home occupation does not occupy more than twenty five percent (25%) of the floor area of the premises;~~

~~(2) No alteration is made to the exterior of the premises that would indicate the presence of a~~

~~customary home occupation;~~

~~(3) — No commercial or delivery vehicles used in connection with the customary home occupation are parked at or stored on the premises or visit the premises with a frequency of more than one (1) visit per day; and~~

~~(4) — No steady or concentrated visitation of clients to the premises which would disrupt the residential character of the surrounding neighborhood results from the conduct of the customary home occupation and, in the case of customary home occupations involving teaching or other types of instruction, visitation shall be limited to one (1) pupil at a time except for occasional seminar groups.~~

~~b. — Persons wishing to maintain a home occupation in accordance with this Section shall submit to the Code Enforcement Official a written application on forms provided by the City describing the type of home occupation, the total floor area of the dwelling in which the home occupation is to be located, the amount of floor area to be occupied by the home occupation, the type of equipment used in the conduct of the home occupation and certifying that the proposed home occupation complies with each of the requirements of this Subsection. An application fee of twenty-five dollars (\$25.00) shall accompany the application. Upon receipt of a complete application, the Code Enforcement Official shall verify whether the proposed home occupation complies with the foregoing requirements and, accordingly, shall issue or deny the application for the home occupation. Following approval of an application in accordance with this Subsection, any change in the amount of floor area occupied by the home occupation as certified in the original application or any change in the type of home occupation shall require a new application, together with the payment of the application fee and review and approval in accordance with this Section. A separate business license is not required for a home occupation.~~

Section 400.080 -HOME OCCUPATION

~~An occupation or profession of a service character performed entirely within a dwelling unit which is clearly incidental to the primary residential use of the dwelling unit. To be a permitted use, the home occupation must conform to the standards and provisions of Section 400.130.~~

[See definition and standards in Section 400.130.A.6. and Section 400.190.A.6.](#)

AN ORDINANCE APPROVING TEXT AMENDMENT TO THE ZONING CODE OF THE CITY OF TWIN OAKS PERTAINING TO HOME OCCUPATIONS

WHEREAS, in the 2022 legislative session, the Missouri General Assembly adopted, and the Governor signed, H.B. 1662 providing for certain limitations on local government regulation of home-based businesses and home-based work; and,

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

WHEREAS, the Board of Aldermen now seeks to amend Sections 400.080, 400.130, 400.190, and 400.270 of the Twin Oaks Zoning Regulations, Chapter 400 of the Municipal Code (hereinafter the “Zoning Code”) pertaining to the City’s regulations on “home occupations” (the “Amendments”); and

WHEREAS, on July 26, 2022, the Planning and Zoning Commission recommended that the Board of Aldermen approve of the proposed Amendments; and

WHEREAS, the Board of Aldermen, after careful and due deliberation and following a duly noticed public hearing held on August 17, 2022, in accordance with § 400.550 and § 89.060 RSMo., has concluded that the adoption of the proposed Amendments is in the best interests of health, safety, and welfare of the citizens of the City.

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

Section 1. Chapter 400 of the Twin Oaks Municipal Code, the Zoning Regulations, Section 400.080 (Definitions), is hereby amended by revising the definition of Home Occupation, to read as follows:

Section 400.080 Definitions.

* * *

HOME OCCUPATION

See definition and standards in Section 400.270.

Section 2. Section 400.270 of Article VI “Supplemental Regulations in Residential Districts” of Chapter 400 of the Twin Oaks Zoning Regulations, is hereby amended by adding the following supplemental regulations for home occupations in the “A” and “B” single family residential districts, to read as follows:

Section 400.270 Home Occupations.

A. *Purpose.* The following requirements for Home-Based Businesses and Home-Based Work are enacted for the purpose of protecting the public health and safety, including regulations related to fire and building codes, health and sanitation, transportation, or traffic control, solid or hazardous waste, pollution, and noise control; ensuring that the business activity is compliant with city, state, and federal law; and confirming that the business is paying applicable taxes.

B. *Definitions:*

1. **GOODS OR SERVICES.** Any merchandise, equipment, products, supplies, or materials or any labor performed in the interest or under the direction of others; specifically, the performance of some useful act or series of acts for the benefit of another, usually for a fee. Goods or services does not include real property or any interests therein.
2. **HOME-BASED BUSINESS.** Any business operated in a residential dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the residential dwelling.
3. **HOME-BASED WORK.** Any lawful occupation performed by a resident within a residential home or accessory structure, which is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the residential character of the residential building or adversely affect the character of the surrounding neighborhood.
4. **HOME OCCUPATION.** A No Impact Home-Based Business.
5. **NO IMPACT HOME-BASED BUSINESS.** Any Home-Based Business or Home-Based Work where:
 - a. The total number of employees and clients on-site at one time does not exceed the occupancy limit for the residential dwelling; and
 - b. The activities of the business:
 - (i) Are limited to the sale of lawful goods and services;
 - (ii) May involve having more than one client on the property at one time;
 - (iii) Do not cause a substantial increase in traffic through the residential area;
 - (iv) Do not violate the Residential Parking Requirements set forth in Section 400.390;
 - (v) Occur inside the residential dwelling or in the yard of the residential dwelling;
 - (vi) Are not visible from the street; and
 - (vii) Do not violate the narrowly tailored regulations in Subsection C, below.

- C. *Regulations to Safeguard the Residential Character of the Dwelling and/or Surrounding Neighborhood.* To preserve the residential character of the residential building and protect against adverse effects on the character of the surrounding neighborhood, a Home Occupation may operate in the “A” or “B” Residence Districts, provided the Home Occupation:
1. Is (a) clearly incidental and secondary to the primary residential use of the dwelling unit; and (b) does not occupy more than forty-nine percent (49%) of the floor area of the dwelling; and
 2. Does not change the residential character of the residential building by altering or modifying the exterior of the dwelling so as to indicate the presence of a Home Occupation; and
 3. Is operated such that the total number of employees and clients on-site at one time does not exceed the occupancy limit for the residential dwelling; and
 4. Pays all applicable taxes and otherwise operates in compliance with applicable city, state, and federal law; and
 5. Is operated by a resident or residents of the dwelling unit; and
 6. Does not adversely affect the character of the surrounding neighborhood by allowing or causing, for example: commercial or delivery vehicles used in connection with the home occupation are parked at or stored on the dwelling or visit the premises with a frequency of more than one (1) visit per day; a steady or concentrated visitation of clients to the dwelling; a substantial increase in traffic or on-street parking through the residential area; storage or the use of equipment that produces negative effects outside the home or accessory structure; or similar adverse impacts.
- D. Home Occupations do not require a license nor any fee, but within sixty (60) days of establishing a Home Occupation the resident is asked to supply the City with (1) a copy of their business’s Missouri Tax I.D. number and, for Home Occupations selling goods at retail, a Statement of No Tax Due in accordance Missouri Statutes (Section 144.083.2 and 144.083.4 RSMo)., and (2) a written description of the Home Occupation, the percentage of the dwelling to be occupied by the Home Occupation, and the number of employees to be working at the Home Occupation who are not residents of the home. At the same time, to help ensure the proposed home occupation complies with the requirements of this Subsection, the City shall supply the resident with a copy of this Subsection or a summary of its requirements. Upon receipt of the written description, the City shall verify for the resident that the Home Occupation complies with the foregoing requirements. Any change in the amount of floor area occupied by the home occupation as detailed in the original description, number of employees, or the type of home occupation should be followed by a submission of a revised description and review and approval in accordance with this Section to assist the resident in continued compliance.
- E. Nothing in this Section 400.270 shall be deemed to:
1. Prohibit mail order or telephone sales for Home Occupations;

2. Prohibit service by appointment within the home or accessory structure;
3. Prohibit or require structural modifications to the home or accessory structure;
4. Restrict the hours of operation for Home Occupations;
5. Restrict storage or the use of equipment that does not produce effects outside the home or accessory structure; or
6. Restrict or prohibit a particular occupation that is legal under the laws of the City, State, and United States.

Section 3. Chapter 400 of the Twin Oaks Municipal Code, the Zoning Regulations, Section 400.130 (Use Regulations), is hereby amended by repealing subsection A.6 (Home Occupations) and replacing it with a new subsection A.6, to read as follows:

6. Home Occupations pursuant to Section 400.270.

Section 4. Chapter 400 of the Twin Oaks Municipal Code, the Zoning Regulations, Section 400.190 (Use Regulations), is hereby amended by repealing subsection A.6 (Home Occupations) and replacing it with a new subsection A.6, to read as follows:

6. Home Occupations pursuant to Section 400.270.

Section 4. The recitals contained in the *Whereas* clauses are expressly incorporated in and made a part of this Ordinance.

Section 5. 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 17th DAY OF AUGUST 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

RESOLUTION NO. 2022-19

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT WITH GAME WORLD EVENT
SERVICES LLC FOR BUNGEE TRAMPOLINE AND INFLATABLE
ACTIVITIES AT TWIN OAKS FAMILY FUN DAY, OCTOBER 1, 2022.**

**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 the V5 Bungee Trampoline, Bounce/Slide Combo inflatable, Candyland inflatable and one (1) generator, which includes equipment, use, supervision and related services, to be provided for a four (4) hour period on October 2, 2022 at the Twin Oaks Family Fun Day event in Twin Oaks Park for a total price of \$3,397.00 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 17th DAY OF AUGUST 2022, 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 a bungee trampoline and inflatables on Saturday, October 1, 2022 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 2022 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 V5 Bungee Trampoline, Bounce/Slide Combo inflatable, Candyland inflatable and one (1) generator at Family Fun Day in Twin Oaks Park, as discussed further 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 operate the bungee trampoline.

The above-referenced services for the bungee trampoline 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 \$3,397.00 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

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 bungee trampoline will be set up by 11:30 a.m. on October 1, 2022, for inspection with operation to begin at 1 p.m. and the trampoline 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 1, 2022 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	
DATE/TIMES	SATURDAY, OCTOBER 1 ST , 2022 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	V5 BUNGEE TRAMPOLINE w/staff	\$1600.00
	BOUNCE/SLIDE COMBO	\$550.00
	CANDYLAND INFLATABLE	\$500.00
	1 GENERATOR	\$125.00
INSPECTION FEES		\$272.00
DELIVERY		\$350.00
CLIENT RESPONSIBILITIES	CLIENT TO PROVIDE ADEQUATE POWER	
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 YOU 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	
GW EVENTS CONTACT	SHERRYE BOND 618-795-9600 (skyeesp@aol.com)	
CLIENT CONTACT	CONNIE FORUTE 314-606-6666 (1453connie@gmail.com)	
PAYMENT TERMS	25% DEPOSIT DUE ON ACCEPTANCE OF CONTRACT. BALANCE DUE 2 DAYS PRIOR TO DELIVERY	
TOTAL PRICE	\$3397.00	

Sherrye Bond

Sherrye Bond 8/3/2022
GAME WORLD EVENT SERVICES

Frank Johnson 8/3/2022
CITY OF TWIN OAKS

***PLEASE SIGN AND RETURN WITH A DEPOSIT TO SECURE YOUR EVENT DATE.**

****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 OF 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

RESOLUTION NO. 2022-20

**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 1, 2022.**

**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 related to face painting and family entertainment, to be provided on October 1, 2022, at the Twin Oaks Family Day in Twin Oaks Park for a total cost of \$1,455.00 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 17th DAY OF AUGUST 2022, 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 **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 1, 2022 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 1, 2022, 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 \$1,455.00 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 \$1,455.00 fee for the Services shall be made by City in two (2) equal payments of \$727.50; 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 1, 2022 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 1, 2022 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

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

CONTRACT/INVOICE

As of 08/08/2022 Circus Kaput is certifying the following services can be provided as outlined below:

Client/Purchaser: City of Twin Oaks

Primary Contact Name and Cell: Connie Fortune 314-606-6666

Secondary Contact Name and Cell: Janet Herbold 314-707-0804

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

1 Balloon Artist

1 Strolling Multi Skilled Entertainer (Juggling, Magic, Stilts)

Service Day / Date: Saturday October 1, 2022

Service Time: 1pm-4pm --- (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.

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

2 Face Painters 1pm-4pm \$570

1 Strolling Multi Skilled Entertainer (Juggling, Magic, Stilts) \$600

1 Balloon Artist \$285

Total Fee: \$1455

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: \$727.50 (due with signed contract) TO SECURELY PAY THIS AMOUNT CLICK HERE - <https://tinyurl.com/h2bfb6ad>

Balance: \$727.50 (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.



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)

Joshua Routh

Authorized Agent of Circus Kaput: _____
(signature/authorization)

JOSHUA ROUTH Date: 08 / 08 / 2022
(printed name)

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.

Proposed Professional Accounting Services for Twin Oaks

Summary of Submitted RFPs

Contacts Emailed RFP on 7/18

Company Name	Address/Phone	Email	Response
Sikich	15450 South Outer Forty Road, Chesterfield, MO 63017-2066 636-532-9525	Michael D. Williams, CPA Mike.williams@sikich.com	<i>No Response</i>
Fick, Eggemeyer & Williamson, CPAs	6240 S. Lindbergh, Ste. 101, St. Louis, MO 63123 314-845-7999	Keith Slusser keith@afewcpas.com	<i>No Response</i>
Schowalter & Jabouri, PC	11878 Gravois Road St. Louis, MO 63127	Jamie C. Jabouri Accountant@sjcpa.com	<i>Declined Not taking new clients</i>
Botz, Deal & Company	2 Westbury Drive Saint Charles, MO 63301 636-352-1677	info@botzdeal.com	<i>Current Auditor</i>
Schmersahl, Treloar & Co., PC	10805 Sunset Office Dr # 400 St. Louis, MO 63127	Mark Graves, CPA mgraves@stcpa.com	<i>No Response</i>
Kerber, Eck & Braeckel	1 S. Memorial Drive, Suite 900 St. Louis, MO 63102	Rick Gratza rickg@kebcpa.com Gina Cochran ginac@kepcpa.com	<i>Declined Not taking new clients</i>
Goldman, Kottler, Unell, Pearlstein & Rechtein	11861 Westline Industrial Dr., Suite 900 St. Louis, MO 63146	Robert Pearlstein robert@gkupr.com	<i>Declined No municipal clients</i>
Rubin Brown	1 N. Brentwood Suite 1100 St. Louis, MO 63105 314-290-3300	Jeff Winter Jeff.winter@rubinbrown.com Renita Duncan Renita.duncan@rubinbrown.com	<i>Declined Not taking new clients¹</i>
Brown Smith Wallace	6 CityPlace Dr. Suite 900 St. Louis, MO 63141 314-983-1200	Ronald Steinkamp rsteinkamp@bswllc.com	<i>Declined Not taking new clients¹</i>
Anders CPA	800 Market Street Suite 500 St. Louis, MO 63101 (314) 655-5500	Submitted via website Scott Hoffman shoffmann@anderscpa.com x0221	<i>No Response</i>
BDO	101 S. Hanley Road Suite 800 St. Louis, MO 63105 (314) 889-1100	Submitted via website	<i>No response</i>

Kiefer, Bonfanti & Co.	701 Emerson Road Suite 201 St. Louis, MO 63141 (314) 812-1100	Mary Green magreen@kieferbonfanti.com	<i>No response</i>
Marcum LLP	424 S. Woods Mill Road Suite 340 Chesterfield, MO 63017 314.626.7400	Brad Gilmore Brad.gilmore@marcumllp.com	<i>No Response</i>
UHY	15 Sunnen Drive Suite 100 St. Louis, MO 63143 (314) 208-2501	Gerald Townsend gtownsend@uhy-us.com	<i>Declined No government practice</i>

¹Declined likely due to their available personnel and/or the rate they can reasonably charge for the work, i.e. size of the City makes it not worth their time with current personnel.

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

August 12, 2022

General Updates

Municipal Court

- The City has received its Prosecutor OIR number from the Missouri State Highway Patrol, and we are in the process of getting the account established at US Bank to receive the deposits from the Municipal Court.

Accounting RFP

- The City received no submissions for its Accounting RFP, which closed on August 8. The RFP was submitted directly to 14 CPA firms. Staff spoke with several firms who declined, main issues seemed to be not having available staff for the work and/or the small size of the City making it not cost-effective for them.

Damage to Park Property

- Letters have been sent to the individuals who rented the pavilion on July 23 and July 24, stating the outcome of the City's investigation. For the July 23rd reservation, the City sent a bill for the repair of the sprinkler head. For the July 24th reservation, the alcohol deposit was withheld.

Snow/Salting Rates

- At the Aug. 3 meeting, the Board requested more information on how the City's rates for snow removal and salting compares to other St. Louis County municipalities. Staff requested information from other City Clerk's in the region and received responses from Wildwood, Crystal Lake Park, Green Park and Calverton Park.
- The rates were largely in line with what the City pays, \$125-\$150 per hour. Calverton Park had a lower rate, but the contract is with the City's police chief, who also has a landscaping business.

Valley Park School Board

- The letter expressing the City's concern over the potential changes to the bus routes was mailed on Aug. 8 to the school board president, the superintendent and the principals for the middle and high schools.

Project Updates

Boly Lane Centerline

- Staff is meeting with Topps Paving to discuss a short-term crack seal or patch for the centerline on Boly Lane.

Park Fence Replacement

- This project is scheduled for construction beginning on Aug. 16 and is estimated that it will take three days to complete. A written notice has been mailed to the residents whose

properties border the park and a general notice has been published through email/Facebook.

Crescent Ave. Sidewalk

- The City expects to receive the preliminary easement exhibits on Tuesday, Aug. 16, for discussion at the Aug. 17 meeting. Following this, the Board will hold a closed session with ORC at the Sept. 7 meeting to discuss and approve the ROW offer.

Citywide Curb Replacement and Boly Entrance Replacement

- The post of the RFPs for both projects has been pushed back to Aug. 16 but this does not impact the timing for Board approval at the Sept. 21 meeting, with the selected contractor notified Sept. 22.

Park Bridge Inspection

- The inspection of the wooden pond bridge in Twin Oaks Park was performed on Aug. 4. Staff expects to have the report in the next 1-2 weeks.