

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
TWIN OAKS TOWN HALL  
1381 BIG BEND ROAD  
WEDNESDAY, SEPTEMBER 6, 2023, 7:00 p.m.**

**Tentative Agenda**

- 1) REGULAR MEETING CALLED TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) APPROVAL OF CONSENT AGENDA
  - a) Board of Aldermen Regular Meeting Minutes from August 16, 2023
  - b) Board of Aldermen Work Session Minutes from August 16, 2023
  - c) Board of Aldermen Closed Meeting Minutes from August 16, 2023
  - d) Bills List from August 12 to September 1, 2023
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
  - a) Police Report — Officer John Wehner
- 7) CITIZEN COMMENTS
- 8) NEW BUSINESS
  - a) Bill No. 23-09: AN ORDINANCE RE-ADOPTING RE-ESTABLISHING AND MAKING PUBLIC A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL PERSONAL INTEREST OF CERTAIN MUNICIPAL OFFICIALS
  - b) Resolution No. 2023-18: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH STF, LLC DOING BUSINESS AS TRAFFIC CONTROL COMPANY FOR CERTAIN TRAFFIC STRIPING SERVICES ON MERAMEC STATION ROAD
- 9) DISCUSSION ITEMS
  - a) Special Events Permit — Ace Hardware Grand Opening
  - b) Boly Lane Entrance Configuration
- 10) ATTORNEY’S REPORT
- 11) CITY CLERK’S REPORT

12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

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

14) CLOSED SESSION

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

15) ADJOURNMENT

Frank Johnson  
City Clerk/Administrator

POSTED: September 1, 2023, 5:00 p.m.

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

**MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF ALDERMEN OF TWIN OAKS,  
TWIN OAKS TOWN HALL  
ST. LOUIS COUNTY, MISSOURI  
WEDNESDAY AUGUST 16, 2023**

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

Mayor: Russ Fortune – yea

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

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

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

**APPROVAL OF THE AGENDA**

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

**APPROVAL OF THE CONSENT AGENDA**

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of Regular Meeting Minutes from August 2, 2023; Work Session Minutes from August 2, 2023; Board of Aldermen Closed Meeting Minutes from August 2, 2023; Bills List from July 29 to August 11, 2023; and Credit Card List from July 1 to July 31, 2023. Alderman Lisa Eisenhauer motioned to approve the consent agenda, seconded by Alderman Stoeckl. The motion passed by a unanimous voice vote.

**REPORT OF COMMITTEES/COMMISSION/CONTRACTORS**

**Park Committee:** City Clerk/Administrator Frank Johnson presented the Park Committee Report. The Park Committee meet on August 10 and focused on Family Fun Day. Game World has been contacted to provide inflatables, Cotton Candy Machine, Dunk Tank and Fun Foam. The Committee will be purchasing prizes for the carnival games and soliciting local business for the opportunity to participate.

**Financial Statements:** Financial Consultant Dave Watson reported on the City's finances for the month of July. The City's finances remain strong with little change from the previous months. Revenues are strong and expenditures are occurring as planned. Mr. Watson anticipates that the City will end the year above budget.

### CITIZEN COMMENTS

There were no citizen comments.

### NEW BUSINESS

**Resolution No. 2023-15: A Resolution of the Twin Oaks Board of Aldermen Approving an Agreement with Game World Event Services LLC for Amusement Devices and Inflatable Activities at Twin Oaks Family Fun Day, September 23, 2023.** City Clerk/Administrator Frank Johnson read Resolution No. 2023-15. With no discussion or questions, Alderman Dennis Whitmore motioned to approved Resolution No. 2023-15, seconded by Alderman April Milne. The motion passed by a unanimous voice vote.

**Resolution No. 2023-16: A Resolution Selecting DJM for the Park Landscaping Excavation and Construction Project and Authorizing the Negotiation of an Agreement for Services Related Thereto.** City Clerk/Administrator Johnson read Resolution No. 2023-16. He shared with the board that the City received five bids for this RFP. DJM presented the lowest and best bid and offered additional project options for the Board's consideration. The Board accepted the bid for the Stone Bridge pond excavation. DJM submitted three options for the alternate bid for the Dry Creek Bed. The base option used white stone rocks, with additional options for using rainbow rock and adding large landscape rocks to create a more natural look. Discussion ensued and the Board expressed a preference for a more cohesive look to the project and approved the rainbow rocks and the landscape boulders. Alderman Milne motioned to approve Resolution No. 2023-16 that includes the base and alternate bids, seconded by Alderman Eisenhauer. The motion passed by a unanimous voice vote.

The Mayor announced that the original Resolution No. 2023-17 has been canceled and the new Resolution No. 2023-17 is as follows:

**Resolution No. 2023-17: A Resolution Selecting OBAX for the 2023 Curb Improvement Project and Authorizing the Negotiation of an Agreement for Services Related Thereto.**

City Clerk/Administrator Johnson read Resolution No. 2023-17. City Clerk/Administrator Johnson shared the proposals for the curb project with the Board. The Board has concerns with OBAX being so low compared to the other bid received. The Board instructed City Clerk/Administrator Johnson to gather references for OBAX. Alderman Tim Stoeckl motioned to approve Resolution No. 2023-17 contingent on reference checks, seconded by Alderman Eisenhauer. Resolution passed on a voice vote of 3 yea and 1 abstention.

## **DISCUSSION ITEMS**

No discussion items at this time.

## **ATTORNEY'S REPORT**

No Attorney report at this time.

## **CITY CLERK'S REPORT**

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He informed the Board that the City has received an amended development plan application for Save-On Liquor & Wine at 1142 Meramec Station Road. The business would occupy the vacant space between the Aldi's and Ace Hardware.

## **MAYOR & ALDERMEN COMMENTS**

Alderman Whitmore thanked the Park Committee for all the work everyone has contributed to all the events this year.

Alderman Milne reminded everyone that schools starts on Monday and asked City Clerk/Administrator Johnson to email residents and post on the website a reminder to be patient and be aware of kids loading and unloading from busses.

## **FINAL CITIZEN COMMENTS**

There were no final citizen comments.

## **CLOSED SESSION**

Mayor Fortune asked for a motion to move into closed session pursuant to Chapter 610 RSMo for the purpose of dealing with matters relating to the following: legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its Attorneys (610.021(1) RSMo.). Alderman Eisenhower so motioned, seconded by Alderman Milne. The motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Whitmore-yea, Alderman Stoeckl-yea and Alderman Eisenhower-yea. The Board moved into Closed Session at 7:24 pm.

## **ADJOURNMENT**

The Board returned from closed session at 7:59 p.m. There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Eisenhower so motioned, seconded by Alderman Milne and the regular meeting was adjourned at 8:01 p.m.

Drafted By: \_\_\_\_\_  
Paula Dries  
Assistant City Clerk

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

ATTEST:

\_\_\_\_\_  
Frank Johnson  
City Clerk/Administrator

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

**MINUTES OF THE WORK SESSION  
TWIN OAKS CITY HALL  
CITY OF TWIN OAKS BOARD OF ALDERMEN  
WEDNESDAY, AUGUST 16, 2023**

The Work Session was called to order by Mayor Russ Fortune at 6:15 p.m. pursuant to public notice and agenda. Those in attendance were:

Mayor Russ Fortune-yea

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

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

**2023 Capital Improvement Plan**

City Clerk/Administrator Frank Johnson reviewed the bids received from companies on the various projects that the Board had discussed for completion before the end of 2023. He reported that the lowest bids submitted for the curb replacement project and the park improvement projects came in under the predicted budget.

There were no bids for the striping on Meramec Station Road. City Clerk/Administrator Johnson stated that he would contact Traffic Control regarding a previous quote on the striping project and bring that for Board approval at their next meeting.

Bids for the Landscape projects in the Twin Oaks Park came in under costs. There were five bids submitted. DJM submitted the lowest bid at \$15,720 for landscaping the Stone Bridge area to allow the pump to operate efficiently again. A base option for the alternate bid for the dry creek bed was \$6,300 with options to upgrade the materials and enhance the appearance. Discussion ensued, and the Board instructed City Clerk/Administrator to complete the contract with the additional upgrades.

Pole Banner bids for the intersection at 141 and Big Bend came in for both metal and vinyl banners. There was a large price difference between the two options with the metal bid being over twice the cost of the vinyl. Discussion ensued. Alderman Whitmore motioned to approve the vinyl bid with a redesign, seconded by Alderman Eisenhauer. City

Clerk/Administrator Johnson will follow up with the request for the redesign and to order four banners.

There were two bids for the curb replacement projects and the price difference was so significant between the two companies that the Board tabled the approval pending additional information regarding Obax Infrastructure. The Board instructed City Clerk/Administrator Johnson to collect reference and sight work that has been completed by the company.

City Clerk/Administrator Johnson presented the Park Committee proposal to hold the Winter Lighting Event at City Hall instead of in the Park. With the construction that is being planned and the new bridge installation the Park Committee asked that the park not have lights for the holiday this year. The Board agreed with the Park Committee's recommendation.

**ADJOURNMENT**

There being no further business Alderman April Milne motioned to adjourn the Work Session Meeting at 6:44 p.m., seconded by Alderman Dennis Whitmore, and motion passed with the unanimous consent of the Board.

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							
Aug 12, 2023 through Sept 1, 2023							
Check No.		Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12670	St. Louis County Public Works	8/6/2023	Occupancy inspections for Apt. 542, 437, 352,224 and 1576 AL	TO80623000 55002	\$395.50		
		8/7/2023	occupancy inspection for Apt. 342, 244, 319, & 533	TO81323000 55003	\$300.00	\$695.50	9/6/2023
12671	Safeguard Lake Management Services, Inc.	8/16/2023	checks and deposit slips	9002216766	\$278.59	\$278.59	9/6/2023
12672		8/10/2023	treatment for upper and lower ponds	19138	\$372.00	\$372.00	9/6/2023
12673	US Bank	8/18/2023	Debt service payment	2372243	\$71,393.18	\$71,393.18	9/6/2023
12674	Rebecca Krewson	8/18/2023	refund for CR deposit and alcohol permit	CR081823	\$200.00	\$200.00	9/6/2023
12675	David Watson	8/23/2023	3rd quarter payment for financial services for the City of Twin Oaks		\$1,800.00	\$1,800.00	9/6/2023
12676	Gateway Disposal LLC	8/15/2023	delivery charge for a 10 yard roll off-disposal of comfort station bridge	38F61548	\$75.00	\$75.00	9/6/2023
12677	ORC	8/23/2023	Crescent Road Improvement Project-Acquisition/Negotiation	2	\$5,200.00	\$5,200.00	9/6/2023
12678	Dan Schisler	8/26/2023	alcohol refund for park reservation	PR082623	\$100.00	\$100.00	9/6/2023
12679	AF Group	8/17/2023	insurance premium payment	1000911933	\$1,980.50	\$1,980.50	9/6/2023
12680	Bridge Tower Media	8/21/2023	publication of firework display RFP	745634626	\$53.20		9/6/2023
		8/24/2023	publication for Code change-Land Disturbance	745636249	\$38.08	\$91.28	9/6/2023
12681	Marco	8/22/2023	contract monthly charge	11544144	\$74.08	\$74.08	9/6/2023
12682	Topps Paving and Sealing	8/29/2023	sealing of City Hall parking lot	7	\$2,206.00		
			stiping of City Hall parking lot	13	\$825.00	\$825.00	9/6/2023
Autopay	Brain Mill	8/15/2023	monthly IT contract	220608	\$1,192.00	\$1,192.00	9/3/2023
Autopay	ATT	8/6/2023	monthly charges for City Hall	11803	\$135.48	\$135.48	8/23/2023
Autopay	ATT	8/7/2023	monthly charges for 50 Crescent	9698	\$158.43	\$158.43	8/29/2023
Autopay	Ameren	8/22/2023	monthly charges for 50 Crescent	2123	\$153.54	\$153.54	9/13/2023
Autopay	Ameren	8/22/2023	monthly charges for Big Bend and 141	9007	\$78.85	\$78.85	9/13/2023
Autopay	Ameren	8/22/2023	monthly charges for water pump	7008	\$12.16	\$12.16	9/13/2023
Autopay	Ameren	8/22/2023	monthly charges for 1 Twin Oaks Ct	5112	\$472.70	\$472.70	9/13/2023
Autopay	Ameren	8/22/2023	monthly charges for City Hall	8004	#####	\$1,289.96	9/13/2023
Autopay	MO-American Water	8/22/2023	monthly charges for City Hall Irrigation	8240	\$416.36	\$416.36	9/13/2023
Autopay	MO-American Water	8/22/2023	monthly charges for City Hall	7767	\$62.19	\$62.19	9/13/2023
Autopay	MO-American Water	8/23/2023	monthly charges for 50 Crescent	6457	\$17.09	\$17.09	9/14/2023
Autopay	MO-American Water	8/23/2023	monthly charges for Derbyshire Irrig	6868	\$1,089.47	\$1,089.47	9/14/2023
Autopay	MSD	8/23/2023	monthly charges for 50 Crescent	0813150-0	\$34.84	\$34.84	9/12/2023
Autopay	Spire	8/24/2023	monthly charges for 50 Crescent	361	\$25.97	\$25.97	9/8/2023
Autopay	Spire	8/24/2023	monthly charges for City Hall	3056	\$45.20	\$45.20	9/5/2023
			Alderman				
			_____				
			Alderman				



## CITY OF TWIN OAKS POLICE ACTIVITY REPORT August 2023

Radio CFS: 33

Self-Initiated Assignments: 51

Police Reports Written: 0

Total Traffic Stops: 15

### Arrests:

Felony 0

Misdemeanor 1 (Warrants)

Summons (Arrest Notification) 0

### Auto Accidents:

Injury 0

Non-Injury 2

Locations: (2) Big Bend Rd and MO Hwy 141

Crimes Reported: 1 (Misconduct- 1200 block of Big Bend Rd)

Patrol Bicycle Program: 19.75 hours

**AN ORDINANCE RE-ADOPTING RE-ESTABLISHING AND MAKING PUBLIC A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL PERSONAL INTEREST OF CERTAIN MUNICIPAL OFFICIALS**

WHEREAS, Sections 105.483 to 105.492 RSMo imposed certain requirements relating to the filing of personal financial interest statements by employees and elected officials of certain political subdivisions of the State of Missouri; and

WHEREAS, on September 5, 2001, at an open meeting, the City of Twin Oaks enacted Ordinance No. 01-60 (now codified as Chapter 119 “Conflicts of Interest” attached as Exhibit 1 and incorporated herein by reference) establishing Twin Oak’s method of disclosing potential conflicts of interest and substantial interests and thereby excluding Twin Oaks and its officers and employees from the requirements of §105.485.2 R.S.Mo.; and

WHEREAS, §105.485 R.S.Mo., requires that any political subdivision establishing its own method of disclosing potential conflicts of interest and substantial interests (the “Conflicts Policy”) biennially adopt an ordinance, order or resolution establishing and making public the Twin Oaks’ Conflicts Policy; and

WHEREAS, the Board of Aldermen wishes to re-establish and make public the Twin Oaks’ method of disclosing potential conflicts of interest and substantial interests and continue the provisions of the Conflicts Policy in effect by re-adoption.

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

**Section 1.** In conformance with §105.485.4 R.S.Mo., the Board of Aldermen hereby adopts this Ordinance re-establishing and making public Twin Oaks’ method of disclosing potential conflicts of interest and substantial interests and approves Exhibit 1 as the Twin Oaks’ official method of disclosing potential conflicts of interest and substantial interests. The Board further adopts and approves the form available at [https://www.mec.mo.gov/WebDocs/PDF/Fillable/PFD/PFD%20Form-Short\\_06\\_2015%20-%20fillable.pdf](https://www.mec.mo.gov/WebDocs/PDF/Fillable/PFD/PFD%20Form-Short_06_2015%20-%20fillable.pdf) and attached as Exhibit 2 to be filed with the City Clerk by each official, officer, employee and candidate required to make such disclosures by Chapter 119, the Policy and/or Missouri law.

**Section 2.** The City Clerk is directed to send a certified copy of this Ordinance thereby notifying the Missouri Ethics Commission of this legislative act within ten (10) days following the passage of this re-adopting Ordinance.

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

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO  
PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI,  
THIS 6th DAY OF SEPTEMBER 2023.

Lisa Eisenhauer  
Tim Stoeckl  
April Milne  
Dennis Whitmore

Yea

Nay

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk/Administrator

Exhibit 1

## **Chapter 119. Conflicts of Interest**

### **Section 119.010 Declaration Of Policy.**

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

### **Section 119.020 Conflict Of Interest.**

- A. All elected and appointed officials as well as employees of the City must comply with Section 105.454, RSMo., on conflicts of interest as well as any other State law governing official conduct.
  
- B. Any member of the Board of Aldermen who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such Governing Body must disclose that interest to the City Clerk and such disclosure shall be duly recorded in the official minutes. "Substantial or private interest" is defined as ownership by the individual, his or her spouse, or his or her dependent children, whether singularly or collectively, directly or indirectly of:
  - 1. Ten percent (10%) or more of any business entity; or
  - 2. An interest having a value of ten thousand dollars (\$10,000.00) or more; or
  - 3. The receipt of a salary, gratuity or other compensation or remuneration of five thousand dollars (\$5,000.00) or more per year from any individual, partnership, organization or association within any calendar year.

### **Section 119.030 Disclosure Reports.**

- A. Each elected official, candidate for elective office, and the City Clerk of the City shall disclose in writing the following information by May 1 or the appropriate deadline as referenced in Section 105.497, RSMo., if any such transactions occurred during the previous calendar year:
  - 1. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total

value in excess of five hundred dollars (\$500.00), if any, that such person had with the City other than compensation received as a Board member or employee or payment of tax, fee or penalty due to the City, and other than transfers for no consideration to the City.

2. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500.00), if any, that any business entity in which such person had a substantial interest had with the City, other than payment of any tax, fee or penalty due to the City or transactions involving payment for providing utility service to the City, and other than transfers for no consideration to the City.
3. The City Clerk (also the Chief Purchasing Officer) and candidates for that position also shall disclose in writing by May 1 or the appropriate deadline as referenced in Section 105.487, RSMo., the following information for the previous calendar year:
  - a. The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000.00) or more was received during the year covered by the statement;
  - b. The name and address of each sole proprietorship that he or she owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he or she was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted by any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;
  - c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

#### **Section 119.040 Filing Of Reports.**

- A. The financial interest statements shall be filed at the following times, but no person is required to file more than one (1) financial interest statement in any calendar year:
  1. Every person required to file a financial interest statement shall file the statement

annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

2. Each person appointed to office shall file the statement within thirty (30) days from such appointment or employment covering the calendar year ending the previous December 31.
  3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen (14) days after the close of filing at which the candidate seeks election. The time period of this statement shall cover the twelve (12) months prior to the closing date of filing for candidacy.
- B. Financial disclosure reports giving the financial information required in Section **119.030** shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**Exhibit 2**



Missouri Ethics Commission (MEC)  
PO Box 1370, Jefferson City MO 65102, (800) 392-8660, www.mec.mo.gov

Office Use:

**Financial Disclosure Statement for Political Subdivisions - 105.485(4), RSMo**

**1. Statement Information (select one)**

Type:  New  Amended

**2. Filing Status & Time Period Covered (select one & insert time period)**

A. Filing Status

- Annual Filer:** file from Jan 1 to Dec 31 of prior year (if no longer serving, enter the time period served), due by May 1
- Newly Appointed/Employed:** file for calendar year before start date, due within 30 days
- Incumbent Candidate:** file from Jan 1 of prior year to closing date for candidacy (may be longer than 12-month period), due within 14 days of closing date for candidacy
- New Candidate:** file for the 12-month period before the closing date for candidacy, due within 14 days of closing date for candidacy

B. Time Period Covered: From \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ (mm/dd/yyyy)

**3. Filer Information**

<input type="text"/> Filer's name (First, Middle, Last)	<input type="text"/> Spouse's name (First, Middle, Last)
<input type="text"/> Mailing address	<input type="text"/> City, State, Zip
<input type="text"/> Dependent child's name* (First, Middle, Last)	<input type="text"/> Dependent child's name* (First, Middle, Last)
<input type="text"/> Political Subdivision or State Agency	<input type="text"/> Title (Position/Office Seeking)

Check if spouse is filing separate from yourself (if your spouse is not required to file a PFD, this statement MUST disclose his/her information).

\*Includes all children, stepchildren, foster children and wards under the age of eighteen residing in the person's household and who receive in excess of 50% of their support from the person.

**4. Transaction Information**

A. List the transactions, valued at more than \$500, you, your spouse, or any relative within the first degree of blood or marriage had with the political subdivision listed above. Do not include compensation received as an employee, payment of taxes, fees or penalties or transfers for no consideration.

<input type="text"/> Date (mm/dd/yyyy)	<input type="text"/> Parties involved in transaction
<input type="text"/> Date (mm/dd/yyyy)	<input type="text"/> Parties involved in transaction

B. List the transactions for any business entity, in which you, your spouse, or dependent child(ren) held a substantial interest, that conducted business with the political subdivision listed above valued at more than \$500. Do not include payments of taxes, fees or penalties due to the political subdivision or transactions involving payment for providing utility service to the political subdivision or transfers for no consideration. (NOTE: Substantial interest includes ownership of 10% of the business entity or interest valued at \$10,000 or more, or from which a salary, gratuity or other compensation of \$5,000 or more is paid per calendar year).

<input type="text"/> Date (mm/dd/yyyy)	<input type="text"/> Name of Business	<input type="text"/> Parties involved in transaction
<input type="text"/> Date (mm/dd/yyyy)	<input type="text"/> Name of Business	<input type="text"/> Parties involved in transaction

**5. Signature (select one, sign & date)**

- I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.
- I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate and that my spouse has refused or failed to provide information concerning his or her financial interest and that I have no working knowledge of such interests. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.

<input type="text"/> Filer's Signature (Required)	<input type="text"/> Date (mm/dd/yyyy)
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**NOTE:** The following information is required from the **Chief Administrative Officer** and **Chief Purchasing Officer** only. Include information for filer, spouse and dependent child(ren).

**6. Employment**

List the name and address of each employer from whom you, your spouse, or dependent child(ren) received income of \$1,000 or more during the time period covered by this statement.

Employer Name	Employer Address/City/State/Zip	Person's name whom received income
Employer Name	Employer Address/City/State/Zip	Person's name whom received income

**7. Sole Proprietorships**

List each sole proprietorship owned by you, your spouse or dependent child(ren) during the time period covered by this statement.

Sole Proprietorship Name	Sole Proprietorship Address/City/State/Zip
Sole Proprietorship Name	Sole Proprietorship Address/City/State/Zip

**8. General Partnerships, Joint Ventures**

List each general partnership and joint venture in which you, your spouse or dependent child(ren) were a partner or participant, and the names of partners or co-participants, unless such names and addresses are filed with the Secretary of State, during the time period covered by this statement.

General Partnership or Joint Venture Name	Address/City/State/Zip	Nature of Business	Partner/Coparticipant's Name & Address	Party Involved
General Partnership or Joint Venture Name	Address/City/State/Zip	Nature of Business	Partner/Coparticipant's Name & Address	Party Involved

**9. Stocks, Bond & Other holdings**

EXCEPTION: Interest in any qualified plan or annuity pursuant to the Employees Retirement Income Security Act (ERISA) is not required to be listed.

A. *Limited Partnerships, Closely-held Corporations:* List the name of any closely-held corporation/limited partnership in which you, your spouse, or dependent child(ren) own ten percent (10%) or more of any class of the outstanding stock or units during the time period covered by this statement.

Limited Partnership/Closely-held Corporation Name	Address/City/State/Zip	Nature of business	Party Involved
Limited Partnership/Closely-held Corporation Name	Address/City/State/Zip	Nature of business	Party Involved

B. *Publicly Traded Corporation or Limited Partnership:* List the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which you, your spouse or dependent child(ren) own two percent (2%) or more of any class of outstanding stock, units or other equity interests during the time period covered by this statement.

Corporation/Limited Partnership Name	Party Involved
Corporation/Limited Partnership Name	Party Involved

**10. Corporations**

List the name and address of each corporation for which you, your spouse, or dependent child(ren) served in the capacity of a director, officer or receiver during the time period covered by this statement.

Corporation Name	Corporation Address/City/State/Zip	Person's name who served in this capacity
Corporation Name	Corporation Address/City/State/Zip	Person's name who served in this capacity

This form is required to be filed with the Missouri Ethics Commission and with the governing body of your political subdivision. All elected and appointed officials as well as employees of a political subdivision must comply with §105.454 RSMo., on conflicts of interest and their own local code of ethics.

RESOLUTION NO. 2023-18

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

---

WHEREAS, the City of Twin Oaks (the “City”) sought sealed bids for a contractor to provide certain services relating to street restriping of specific areas of Meramec Station Road north and south of its intersection with Big Bend Road as described in the City’s Request for Proposals (the “Restriping Project”); and,

WHEREAS, in response to the Request for Proposals, the City received no proposals for the Restriping Project; and,

WHEREAS, having received no bids, City staff contacted Traffic Control Company whom the City has worked with in the past and requested a proposal; and,

WHEREAS, Traffic Control Company submitted a proposal which the City has considered under Chapter 145 of the Twin Oaks Code and finds it to be reasonable and in the best interest of the City to accept the proposal.

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

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with STF, LLC doing business as Traffic Control Company for services relating to street striping of specific areas of Meramec Station Road south of its intersection with Big Bend Road to be provided under the terms set forth in Exhibit 1.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 6<sup>th</sup> DAY OF SEPTEMBER 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk

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

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

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for certain services relating to street restriping of specific areas of Meramec Station Road north and south of its intersection with Big Bend Road (the “Proposal”), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

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

**I. SCOPE OF SERVICES**

Contractor’s services are necessary for the following Project of City: *Restriping of Pavement Markings — Meramec Station Road, from Big Bend Road to Crescent Avenue.*

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Project listed above, which are generally described as restriping the faded centerlines, lane markings, edge markings, stop bars, and turn arrows on Meramec Station Road from Big Bend Road to Crescent Avenue, and as more particularly described in the attached **Exhibit A**.

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

**II. SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC**

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

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

Work and the public and all labor, equipment, and material necessary to accomplish this task shall be considered incidental.

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

**II. COMPENSATION**

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

Due at the City's final acceptance of the Work: \$11,214.00

**III. TIME AND MANNER OF PAYMENTS**

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

**IV. CONTRACT SCHEDULE**

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

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

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

**CITY OF TWIN OAKS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

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

ATTEST: \_\_\_\_\_

City Clerk

**GENERAL CONDITIONS**  
**CITY OF TWIN OAKS, MISSOURI**  
**CONTRACTOR SERVICES AGREEMENT**

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

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

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

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

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

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

NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 R.S.MO. OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Consultant has adequate insurance to cover the Consultant for tort claims that may arise out of the Services. It is not for the purchase of insurance for the City EXCEPT FOR AND ONLY TO THE LIMITED EXTENT OF any claims against the City arising out of the Consultant's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Twin Oaks as an additional Insured that is barred by sovereign immunity, and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**Proposal**

# Traffic Control Company

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



## QUOTE

Established in 1962 / Making Strides Since 2007

**PROJECT: MERAMAC STATION ROAD**

**QUOTE DATE: 8/23/23**

ITEM	DESCRIPTION	QTY.	U of M	UNIT PRICE	TOTAL
	MOBILIZATION	1.00	LS	\$ 2,500.00	\$ 2,500.00

PAINT OPTION					
	TURN ARROW PAINT	7.00	EA	\$ 110.00	\$ 770.00
	"ONLY" PAINT	2.00	EA	\$ 225.00	\$ 450.00
	6" PAINT FOR CROSS WALK	245.00	LF	\$ 2.00	\$ 490.00
	4" YELLOW / WHITE	6,000.00	LF	\$ 0.85	\$ 5,100.00
	24" WHITE STOP BAR	36.00	LF	\$ 4.00	\$ 144.00
	MIDBLOCK CROSS WALK PAINT	52.00	EA	\$ 50.00	\$ 2,600.00

EXTRUDED THERMOPLASTIC OPTION					
	TURN ARROW PAINT	7.00	EA	\$ 125.00	\$ 875.00
	"ONLY" PAINT	2.00	EA	\$ 250.00	\$ 500.00
	6" PAINT FOR CROSS WALK	245.00	LF	\$ 2.20	\$ 539.00
	4" YELLOW / WHITE	6,000.00	LF	\$ 1.00	\$ 6,000.00
	24" WHITE STOP BAR	36.00	LF	\$ 5.00	\$ 180.00
	MIDBLOCK CROSS WALK PAINT	52.00	EA	\$ 60.00	\$ 3,120.00





**Exhibit B  
Insurance**

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

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$488,755 per occurrence \$3,258,368 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$488,755 per occurrence \$3,258,368 aggregate

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

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



**Westlake  Hardware**  
The helpful place.

**Store 170**

**1144 Meramec Station Road, Ballwin, MO 63021**

**Grand Opening Signage and Site Plan**

# Westlake **ACE** Hardware

The helpful place.





1144 Meramec Station Road, Ballwin, MO 63021

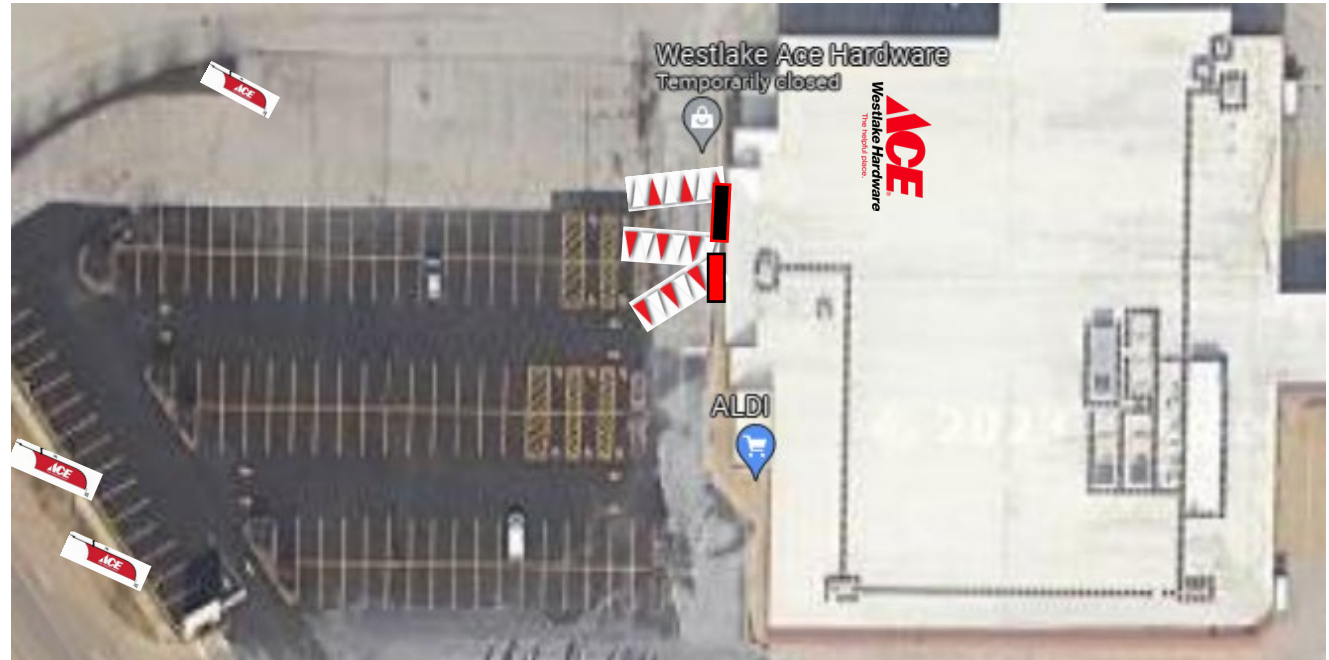
## Grand Opening Sale Signage Site Plan:

Grand Opening Sept 29-Oct 1

Install Sept 28

Dismantle morning of 10/1

- Grand Opening Banner 3'x10' = 30 sq feet 
- 20% off Storewide Banner 4' x 8' = 32 sq feet 
- 3 Adversail Flag 2' x 12' – Ace & Grand Opening 
- Red & White Pennant Flags – 100' strands 





8 ft.

4 ft.



10 ft.

3 ft.

## Grand Opening Temporary Signage

Westlake Ace Hardware – Store 170

1144 Meramec Station Road

Ballwin, MO 63021



Adversail Flags








Pennant Flag Strands



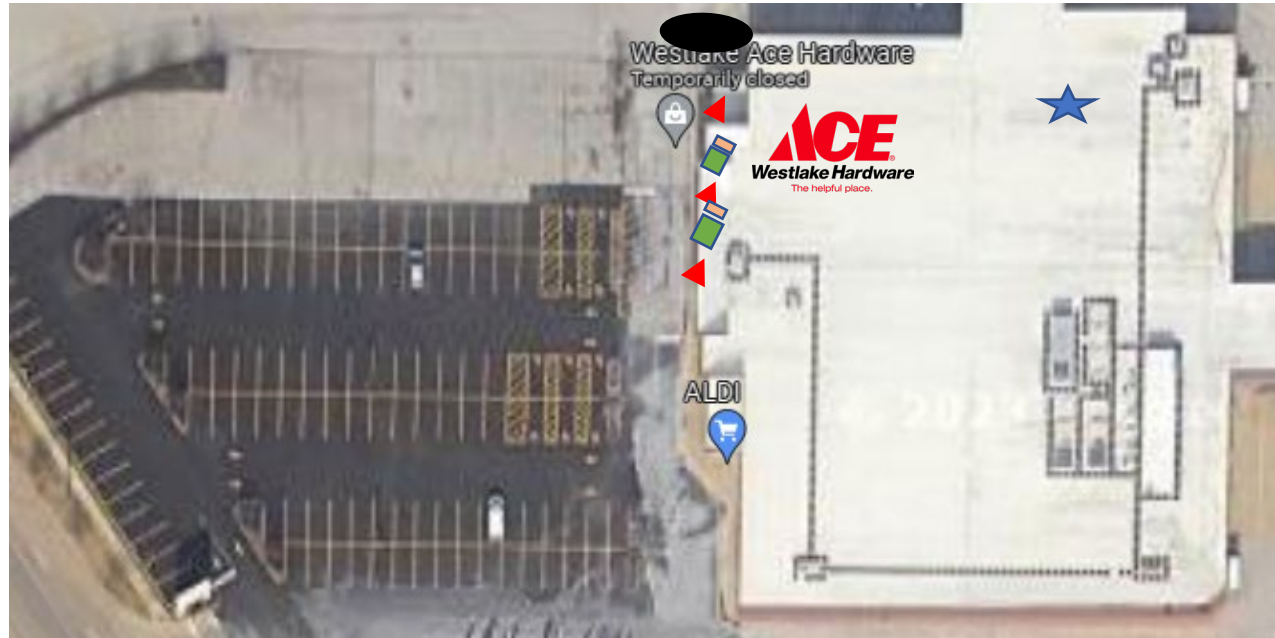


1144 Meramec Station Road, Ballwin, MO 63021

**Grand Opening Event Activities Site Plan**  
**Event: Sat., September 30 11a-2p**  
Temporary Structures:

-  Grill Demo 10'x10'
-  Grill\*\*
-  Restrooms
-  Trashcans
-  Food Truck

No handicapped designated spots will be affected by the event activities



\*\*Each tent will have a fire extinguisher



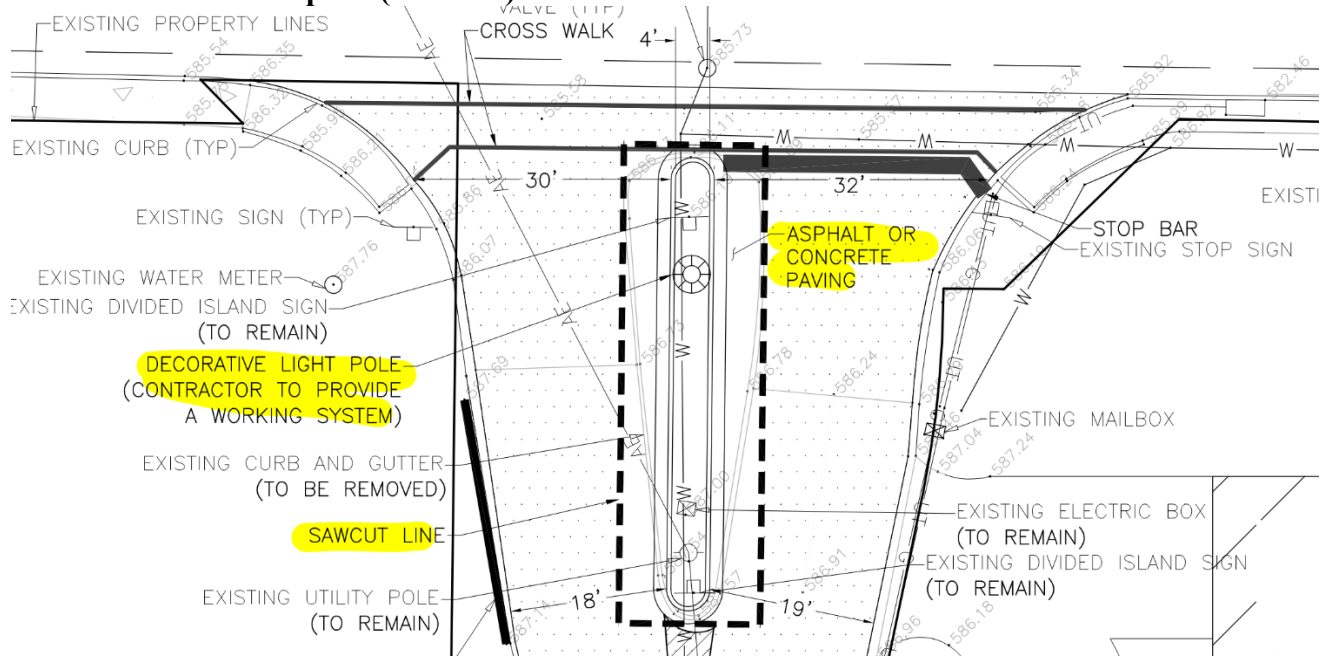
# Review of Past Plans

## Big Bend Boly Entrance

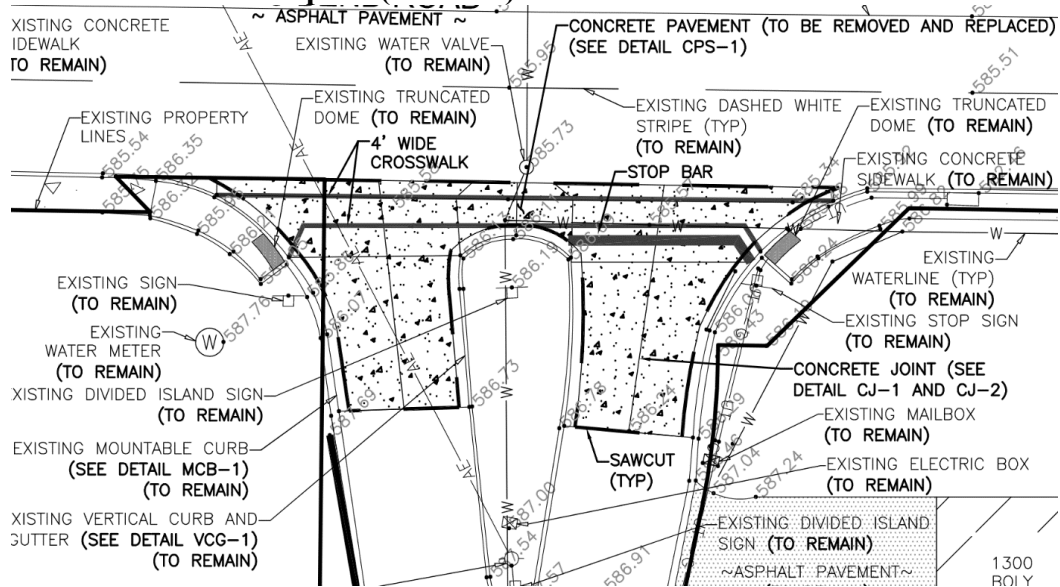
TSD – 8.18.23 – BFA 3497-2R

## Bid Documents

### 2020 - Bid Plans Complete (No OTB)



### 2022 - Bid Plans Complete (No OTB)







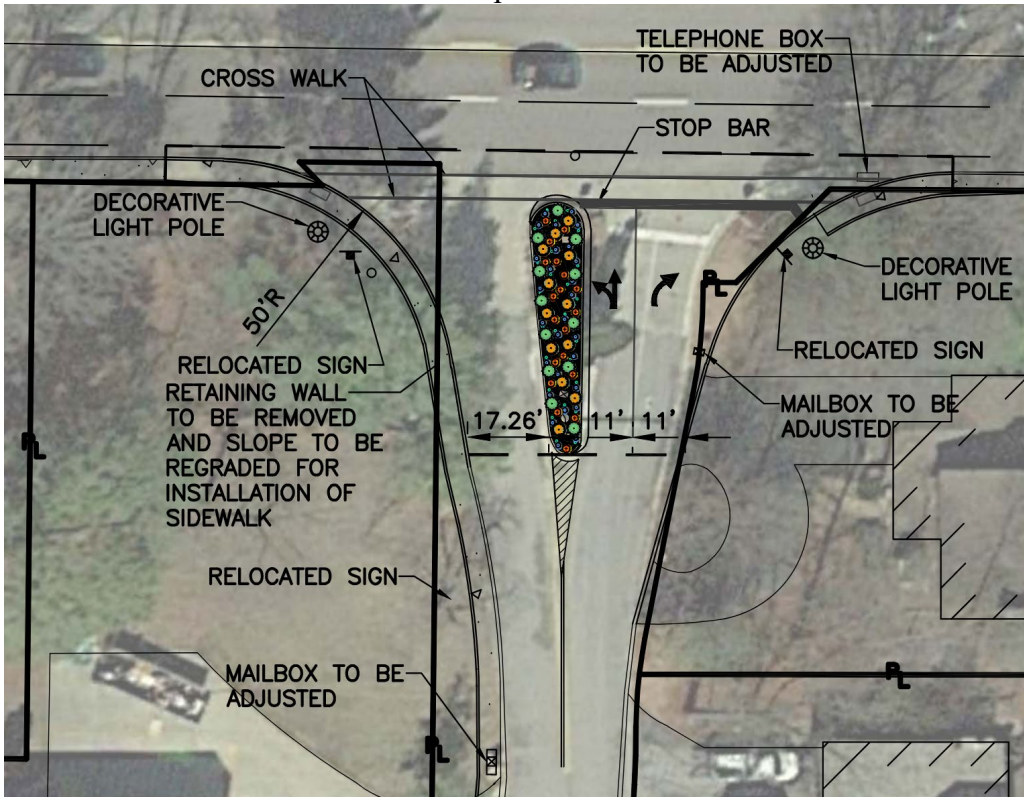
**2019-10-29 - Concept 2.0**

Stripe for one lane

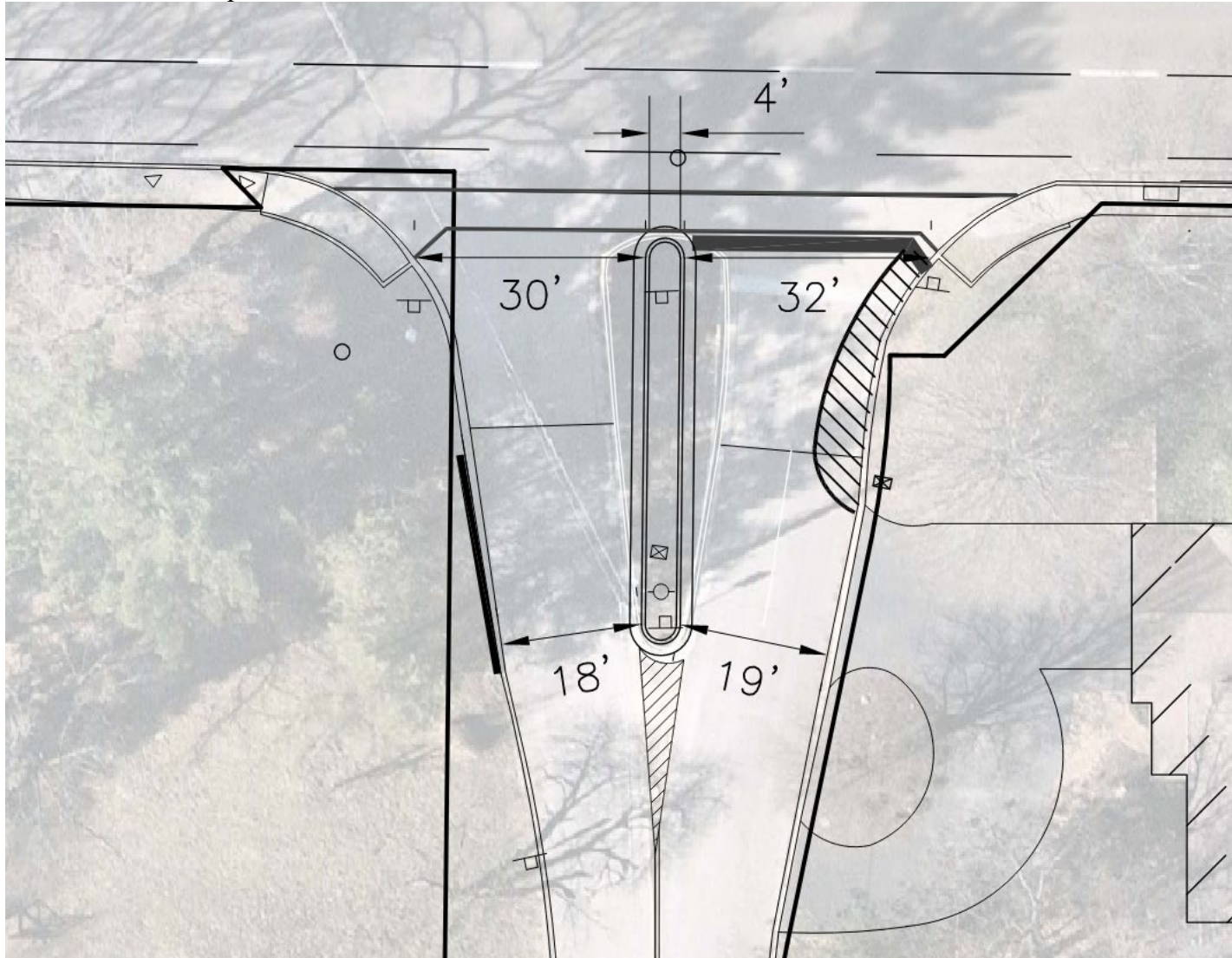


**2018-11-01 - Concept 3.0**

Widen Entrance - Narrow Island - Stripe for two lanes - Sidewalk

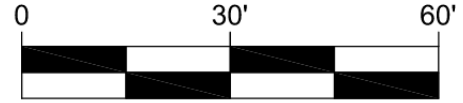


**2019-10-29 - Concept 4.0**  
Narrow Island - Stripe for one lane

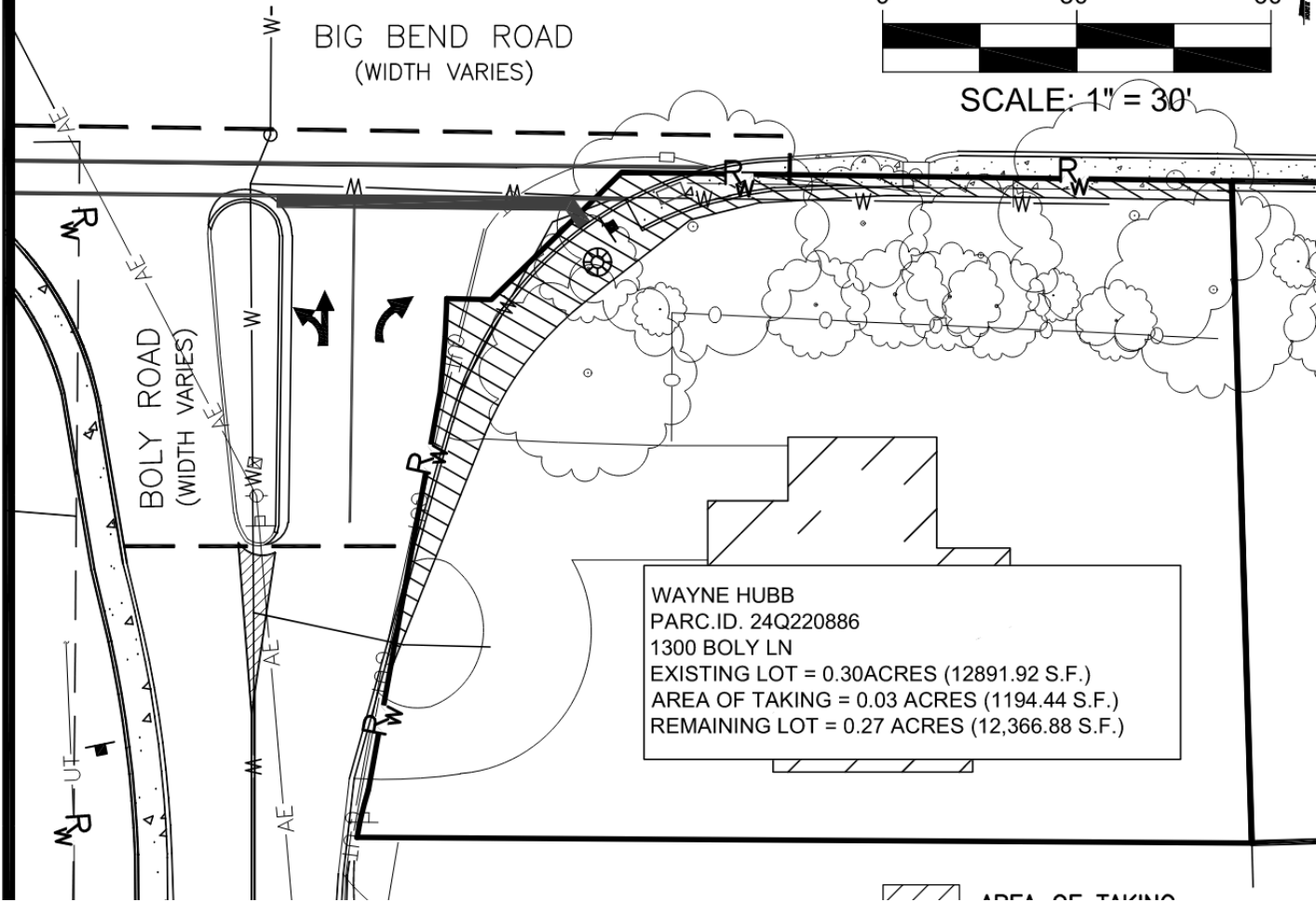


## Right of Way Taking Exhibit

A TRACT OF LAND BEING PART OF LOT 7 OF THE WOODLANDS PLAT NO. 2 RECORDED IN PLAT BOOK 203 PAGE 42 AT ST. LOUIS COUNTY RECORDERS AND PART OF THE WEST HALF OF SECTION 7, TOWNSHIP 44 NORTH, RANGE 5 EAST CITY OF TWIN OAKS, ST. LOUIS COUNTY, MISSOURI



SCALE: 1" = 30'

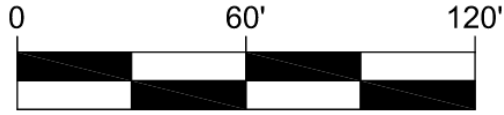


WAYNE HUBB  
PARC.ID. 24Q220886  
1300 BOLY LN  
EXISTING LOT = 0.30ACRES (12891.92 S.F.)  
AREA OF TAKING = 0.03 ACRES (1194.44 S.F.)  
REMAINING LOT = 0.27 ACRES (12,366.88 S.F.)

AREA OF TAKING

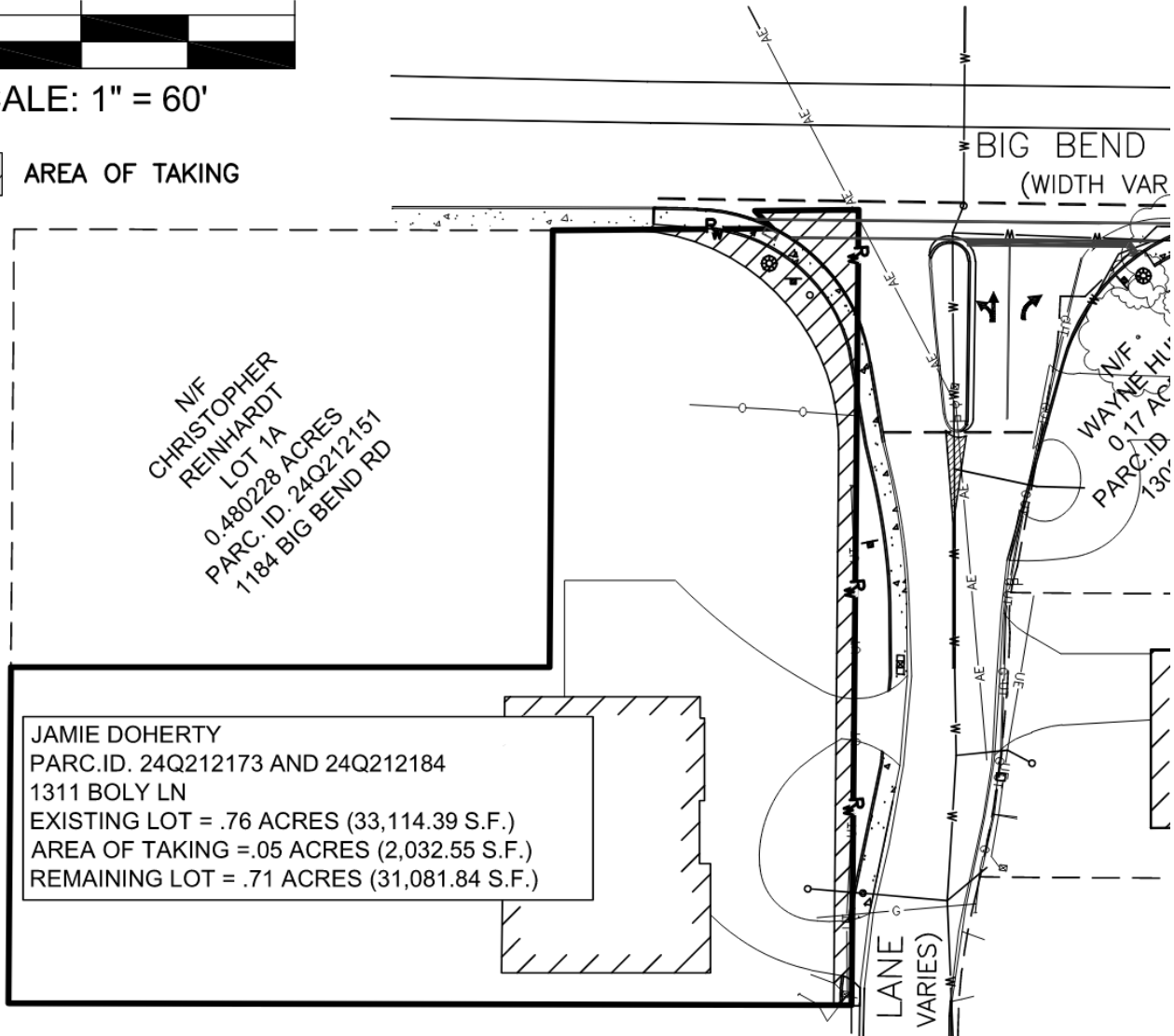
# Right of Way Taking Exhibit

A TRACT OF LAND BEING PART OF LOT 2A OF THE BOUNDARY ADJUSTMENT PLAT OF SULEIMAN LOTS 1 & 2 RECORDED IN PLAT BOOK 354 PAGE 592 AT ST. LOUIS COUNTY RECORDERS AND PART OF THE WEST HALF OF SECTION 7, TOWNSHIP 44 NORTH, RANGE 5 EAST CITY OF TWIN OAKS, ST. LOUIS COUNTY, MISSOURI



SCALE: 1" = 60'

 AREA OF TAKING



Project Files:

P:\3497 City of Twin Oaks, MO\3497-2 Streets\3497-2D Big Bend Boly Entrance

P:\3497-2R 2022 Big Bend Boly Entrance

# City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

**September 1, 2023**

## General Updates

### **Ace Hardware Grand Opening**

- The Ace Hardware grand opening is scheduled for Sept. 28 at 9 a.m. Please let me know if you plan to attend.

### **Development Plan Application for Sav-On Liquor & Wine**

- The City has provided initial feedback to Sav-On Liquor & Wine on their amended development plan application and expects it will be ready for review by the Planning and Zoning Commission at their Sept. 26 meeting.
- Currently, a liquor store is not listed as a permitted or planned use for commercial districts in the City's zoning code, so its approval will also require amending the code to include a liquor store as a planned use.

## Project Updates

### **Water Feature Excavation and Repair**

- DJM began work this week on the excavation of the water feature at the north end of Twin Oaks Park. The small rocks removed during the excavation are not in a reusable condition and will need to be replaced. DJM anticipates an additional cost of \$1,888.

### **RFP Notices**

- RFPs have been issued for the 2024 Third of July fireworks display and for audit services. The fireworks proposals are due Sept. 6 and the audit proposals are due Sept. 20.

### **Crescent Ave. Stormwater and Sidewalk Improvements**

- Negotiations are continuing for the ROW acquisition. ORC has met with all four impacted property owners.
- BFA has completed potholing the waterline on Crescent Avenue. The waterline will not be located under the proposed retaining wall. The end cap for the line was not located, but BFA believes they can make some minor adjustments to the routing of the storm sewer and avoid any conflicts, pending agreement from Missouri American Water.