

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, SEPTEMBER 21, 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 September 7, 2022
 - b) Board of Aldermen Closed Meeting Minutes from September 7, 2022
 - c) Bills List from September 3 through September 16, 2022
 - d) Credit Card List from August 1 through August 31, 2022
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Financial Statements — Jeff Blume
 - b) Park Committee — Joe Krewson
- 7) PUBLIC HEARING
 - a) Setting Real Property Tax Rates for the 2022 Calendar Year
- 8) NEW BUSINESS
 - a) Bill No. 22-22: AN ORDINANCE ESTABLISHING THE ANNUAL RATE OF TAX LEVY FOR THE YEAR 2022 ON ALL REAL PROPERTY WITHIN THE CITY OF TWIN OAKS, MISSOURI; PROVIDING FOR THE EXTENSION OF SAID TAXES ON THE BOOKS OF THE COLLECTOR OF REVENUE; AND PROVIDING FOR THE COLLECTION THEREOF BY THE COLLECTOR FOR THE CITY OF TWIN OAKS, MISSOURI
 - b) Resolution No. 2022-22: A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BYRNE & JONES CONSTRUCTION FOR THE 2022 CURB REPAIR PROJECT
- 9) DISCUSSION ITEMS
 - a) Regions Bank at Family Fun Day

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 a motion duly made and approved, the Board of Aldermen intends go 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.).

15) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: September 19, 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, SEPTEMBER 7, 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
Paul Rost, City Attorney

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

APPROVAL OF THE AGENDA

Mayor Fortune asked for a motion to approve the Agenda. Alderman Dennis Whitmore asked for Schnucks Lighting to be added to the discussion items. Mayor Fortune asked for a motion to approve the Agenda with the addition of Schnucks Lighting to the Discussion Items. Alderman April Milne so motioned and seconded by Alderman Tim Stoeckl. 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 Minutes from August 17, 2022 and the Bills list from August 13 through September 3, 2022. Alderman Whitmore motioned to approve the consent agenda, seconded by Alderman Lisa Eisenhauer. The motion passed by a voice vote.

REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS

Police Report: Officer John Wehner summarized the police activity for the month of August. Included in the report: radio calls, written reports, traffic stops, crimes and auto accidents. Crimes were limited to the Business District. The board asked for more information regarding auto accidents, their location and the number. Officer Wehner will create a year-end report with all requested details.

CITIZEN COMMENTS

Dennis Hancock was in attendance and introduced himself to the board and his bid for St. Louis County Council. Mr. Hancock was the mayor of Fenton for 12 years. Mr. Hancock addressed the board with his stances on public safety, economic growth, public health and government transparency.

NEW BUSINESS

Bill No. 22-21: 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. City Clerk/Administrator Johnson read the bill. Mayor Fortune asked for any questions regarding Bill No. 22-21. Mayor Fortune requested City Clerk/Administrator Johnson read the bill a second time. Alderman April Milne motioned to approve Bill No 22-21, seconded by Alderman Whitmore, 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 22-21 being duly passed becomes Ordinance No. 22-21.

Resolution No. 2022-21: A Resolution of the Twin Oaks Board of Aldermen Approving an Agreement with Topps Paving and Sealing LLC for Filling the Centerline Crack and Associated Potholes on Boly Lane. City Clerk/Administrator Johnson read the resolution. Mayor Fortune asked for any question regarding Resolution No. 2022-21. Alderman Milne ask if this new product had been used before and City Clerk/Administrator Johnson confirmed this would not be the first test of this mastic asphalt and that it was the best option for a short-term fix for Boly Lane. Mayor Fortune asked for a second reading. Alderman Stoeckl motioned to approve Resolution No. 2022-21, seconded by Alderman Milne, and the motion passed by a unanimous voice vote.

DISCUSSION ITEMS

Park Bridge Inspection: City Clerk/Administrator Johnson presented the results of the Structural Condition Assessment from Thouvenot, Wade & Moerchen, Inc. (TWM). The bridges main structures are good, but water accumulation has deteriorated a number of planks throughout the structure. TWM presented a couple of options and cost estimates. One option is to replace the rotted planks and add a sealant to the wood and structures to protect from the further water damage. This option can extend the life of the existing bridge with continued inspections every 2 years. The second option is to replace the entire bridge with either wood or steel with bridge inspections every 5 years. The cost estimates for both options range from \$28,000 for repair and \$90,000 for total replacement. Following a discussion the board instructed City Clerk/Administrator Johnson to collect more information on contractors that could do the work and their cost estimates.

Holiday Decorating Contest: City Clerk/Administrator Johnson presented to the board for approval the rules and procedures for the Holiday Lighting Contest for approval. Judging will be divided into two categories. First will be the houses, and the second category will be condos and apartments. Two winners for each category and each will receive an honorary sign to be displayed during the holidays and the winners will be announced on the City's website. Judging will be take

place from Dec. 12 to Dec. 15 with the winner being announced on Friday, Dec. 16. Following a discussion the Board agreed with the new rules and instructed City Clerk/Administrator Johnson to adopt the rules and proceed with the contest.

Accounting RFP: City Clerk/Administrator Johnson presented to the Board the results of the Accounting RFP. Responses were nonexistent. City Clerk/Administrator Johnson made calls to accounting firms to help spur interest and found that the accounting firms were either unable to take on new clients, or not interested in taking on small municipalities. Following a discussion the Board instructed City Clerk/Administrator Johnson to send out another RFP in 2023 and to look into finding interested individuals that would be interested in freelancing for the City.

Schnucks Lighting: Alderman Whitmore expressed his frustration with the lighting on the parking lot of Schnucks and the safety concerns it presents. Alderman Whitmore has contacted several individuals believed to be able to get the lighting fixed but the same issues have continued. City Clerk/Administrator Johnson added that he had called and spoken with several people stating that the issue would be resolved. Following a discussion the Board recommended to document all interactions with DESCO so as to have a paper trail of calls and responses. The Board also recommended sending a letter due to the lack of response from the phone calls.

ATTORNEY'S REPORT

There was no attorney's 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 provided updates on the establishment of the Twin Oaks Municipal Court, the city's annual appreciation dinner, and the RFPs for the curb replacement and Boly Entrance replacement. He also stated that the contractor for Ace Hardware is planning to have the interior renovation completed by Feb. 24, 2023.

MAYOR & ALDERMEN COMMENTS

Mayor Fortune remarked on the opening of Aldi. Walking through Aldi following the Ribbon Cutting, customers were coming up to Mayor Fortune expressing their excitement and gratitude over the new store. Mayor Fortune informed the Board he will not be at the next board meeting as he will be vacationing in Canada.

Alderman Stoeckl asked if the bridge at Twin Oaks Park could be reopened while we are waiting for the repair or replacement work to begin. Following a brief discussion the recommendation of the engineering firm TWM the bridge will remain closed.

FINAL CITIZEN COMMENTS

There were no final citizen comments.

CLOSED SESSION

Mayor Fortune asked for a motion to move into Closed Session. Alderman Milne motioned to move into closed session, seconded by Alderman Eisenhower. Upon a motion duly made and approved, the Board of Aldermen intends to go into closed session at 8:07 p.m. 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.); and sealed bids and related documents (610.021(12) RSMo.).

ADJOURNMENT

The Board returned to regular session at 8:27 p.m. There being no further business Mayor Fortune ask for a motion to adjourn the meeting. Alderman Eisenhower so motioned, seconded by Aldermen Milne and the regular meeting was adjourned at 8:29 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
September 03 thru September 16, 2022**

Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
	9/3/2022	park deposit refund for PR090322		\$100.00	\$100.00	9/21/2022
Another Wild Goose Chase	8/1/2022	goose control for May, Aug and Sept.	493 & 2500, 248	\$1,440.00	\$2,240.00	9/21/2022
TWM	8/31/2022	Park Bridge condidition report	75668	\$4,961.25	\$4,961.25	9/21/2022
Tech Electronics	9/6/2022	3 year contract agreement with Tech to perform annual inspections	CT220901001	\$455.00	\$455.00	9/21/2022
Davey Lake Management Services, Inc.	8/19/2022	fertilizer weed & insect control for Big Bend and 141	916961413	\$106.00	\$106.00	9/21/2022
	8/30/2022	upper & lower pond treatment on 8-30-22	18754	\$361.00	\$361.00	9/21/2022
Harvey's Services Inc.	8/31/2022	lawn cutting service for the month of Aug.	SJN#25542	\$4,825.00	\$4,825.00	9/21/2022
Blume Accounting	9/8/2022	3rd quarter payment		\$1,500.00	\$1,500.00	9/21/2022
Accurate Fire Protection	9/8/2022	inspection of fire system	22-537	\$1,250.00	\$1,250.00	9/21/2022
St Louis County Police Dept	9/2/2022	police contract for September	145724	\$11,847.22	\$11,847.22	9/21/2022
BFA Engineering	9/9/2022	Boly Entrance design and bid. See attached invoice for details.	17244	\$2,045.00		
	9/9/2022	Curb repair design and bid. See attached invoice for details	17243	\$1,280.00		
	9/9/2022	Crescent Avenue sidewalk design and stormwater. See attached invoice for details.	17241	\$4,404.00		
	9/9/2022	Crescent Avenue Sidewalk survey work. See attached invoice for details.	17242	\$2,155.00	\$9,844.00	9/21/2022
Cunningham, Vogel & Rost	9/9/2022	Retainer/Basic Services provided for the month of August.	67201	\$1,054.00		
	9/9/2022	Other Legal Services provided for the month of August	67200	\$670.00	\$1,724.00	9/21/2022
SLACMA	9/12/2022	Monthly luncheon for September		\$15.00	\$15.00	9/21/2022
Yvette Doyle	9/10/2022	refund for deposit PR091022		\$100.00	\$100.00	9/21/2022
Stacy Fister	9/10/2022	refund for deposit CR091022		\$200.00	\$200.00	9/21/2022
Drexel Technologies	9/14/2022	Bid posting for Curb project	87027	\$50.87		
	9/14/2022	Bid Posting for Boly Lane project	87028	\$50.87	\$101.74	9/21/2022
Vogel	9/16/2022	Summer Maintenance-repair of pvc pipe-city hall	W28325	\$322.00	\$322.00	9/21/2022
AutoPay Ameren	9/2/2022	monthly charge for street lighting service	5515	\$640.01	\$640.01	9/19/2021
AutoPay MO-American Water	9/2/2022	monthly charge for 1 Twin Oaks Firepark	9022	\$25.40	\$25.40	9/26/2022
AutoPay MSD	9/8/2022	monthly service charge for City Hall	1219399-1	\$44.31	\$44.31	9/28/2022
AutoPay Waste Management	8/30/2022	trash collection service for September	7094656-1840-9	\$4,116.45	\$4,116.45	9/29/2022
		Alderman				
		Alderman				

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 #:
8/28/2022	17244

Item	Description	Date	Hours/Qty	Rate	Amount
RHFII/Eng	Review Boly entrance replacement plans w/ TSC; Approve for OTB; (.5);	8/2/2022	0.5	185.00	92.50
TSC/PM	Discuss plans with RII	8/2/2022	0.5	100.00	50.00
TSC/PM	Work on task list/file notes	8/3/2022	0.25	100.00	25.00
AJR/Draft	Updated bid documents with dates and emailed Tiffany draft documents.	8/3/2022	0.5	60.00	30.00
TSC/PM	Plan Review	8/4/2022	0.25	100.00	25.00
TSC/PM	Review and mark up plans and specs	8/5/2022	4.25	100.00	425.00
AJR/Draft	Worked on markups	8/7/2022	1	60.00	60.00
TSC/PM	Discuss plans with AJR (0.25)	8/8/2022	0.25	100.00	25.00
AJR/Draft	Worked on markups	8/8/2022	3.75	60.00	225.00
TSC/PM	Respond to emails	8/9/2022	0.25	100.00	25.00
TSC/PM	Tcon with Frank RE: Plans, scope of work / Discuss plan with AJR	8/11/2022	0.75	100.00	75.00
TSC/PM	Review Final Plans and Bid Docs / Mult Emails RE: plans and county (0.25)	8/16/2022	2.25	100.00	225.00
AJR/Draft	Worked on markups	8/16/2022	0.75	60.00	45.00
TSC/PM	County: Discuss County involvement with Ray and Frank (0.5) Review plans (0.25)	8/17/2022	0.75	100.00	75.00
AJR/Draft	Worked on markups	8/17/2022	0.75	60.00	45.00
RHFII/Eng	Review and approve plans for bidding (.5);	8/18/2022	0.5	185.00	92.50
TSC/PM	Review plans; Request RII's review and signature (1.75)	8/18/2022	1.75	100.00	175.00
AJR/Draft	Worked on markups.	8/18/2022	0.5	60.00	30.00
AJR/Draft	Applied Signature and seal to plans and specifications.	8/19/2022	0.5	60.00	30.00
TSC/PM	Correspondence with Drexel (0.25)	8/22/2022	0.25	100.00	25.00
AJR/Draft	Worked on reviewing documents and uploading to Drexel.	8/22/2022	0.25	60.00	15.00
TSC/PM	Email with Drexel; Review upload Respond to bid question RE: pre-bid meeting	8/23/2022	1	100.00	100.00
AJR/Draft	Review documents and upload to Drexel.	8/23/2022	0.5	60.00	30.00
TSC/PM	Review and discuss County comments with RII	8/26/2022	1	100.00	100.00

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 **\$2,045.00**

103 Elm Street
Washington, MO 63090



Invoice

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

Invoice Date:	Invoice #:
8/28/2022	17241

Item	Description	Date	Hours/Qty	Rate	Amount
KNK/Draft	Topo Base - Import Survey database, draw existing conditions.	8/1/2022	7	40.00	280.00
TSC/PM	Topographic Survey: Discuss field visit with AJR (0.5)	8/2/2022	1	100.00	100.00
	Tcon with Frank RE: project schedule, easement, tree on 140 (0.5)				
AJR/Draft	Went to site to confirm utility locates, confirm plans, and take photos. Meeting with Tiffany regarding project status and site visit. Answered Katya's questions regarding topo base. Half Travel (1.0)	8/2/2022	5.25	60.00	315.00
Mileage	Site Visit	8/2/2022	85.8	0.63	54.05
KNK/Draft	Surface and Topo Base drawings	8/2/2022	8	40.00	320.00
AJR/Draft	Downloaded & reviewed photos, scanned & filed notes, answered questions for Katya regarding topo base and surface.	8/3/2022	4.75	60.00	285.00
KNK/Draft	Surface and Topo Base drawings	8/3/2022	2.5	40.00	100.00
AJR/Draft	Reviewed Topo Base and Surface. Created markups for Katya	8/5/2022	4	60.00	240.00
KNK/Draft	Topo Base drawing (3.5)	8/8/2022	5	40.00	200.00
	Topographic Survey Drawing (1.5)				
TSC/PM	Respond to emails	8/9/2022	0.25	100.00	25.00
AJR/Draft	Answered questions for Katya	8/9/2022	1.25	60.00	75.00
KNK/Draft	Topographic Survey and Topo Base drawings. Annotating drawing TS-1 and TS-2, bring points in to the Topographic Survey Drawing.	8/9/2022	7.25	40.00	290.00
KNK/Draft	Topographic Survey adjust/ turn off cogo points. Annotating drawing.	8/10/2022	7.5	40.00	300.00
	Topo Base drawings.				
	Design Base - Add curb & gutter and sidewalk.				
AJR/Draft	Answered questions for Katya	8/10/2022	1.25	60.00	75.00
TSC/PM	Review Grant submittal (1.0-OS); Tcon w/Frank RE: Grant Review questions (0.25-OS)	8/11/2022	1.25	100.00	125.00
AJR/Draft	Reviewed topographic survey	8/11/2022	2.5	60.00	150.00
KNK/Draft	Design Base - Add curb & gutter and sidewalk.	8/11/2022	2	40.00	80.00
AJR/Draft	Markups to Katya	8/12/2022	0.25	60.00	15.00
TSC/PM	Grant: Discuss document needed for Grant with AJR (0.25-OS)	8/15/2022	0.5	100.00	50.00
	Stormwater: discuss with Wes (0.25)				
AJR/Draft	Worked on grant document and email draft to Ray for signature.(OS)	8/15/2022	0.75	60.00	45.00
KNK/Draft	Markups for Topographic Survey.	8/15/2022	4.25	40.00	170.00
TSC/PM	Grant: Review Grant Doc for Signature (0.25-OS)	8/16/2022	0.25	100.00	25.00
AJR/Draft	Meeting with Tiffany regarding grant documents (OS)	8/16/2022	0.25	60.00	15.00
KNK/Draft	Markups for Topographic Survey and Grading Plan.	8/16/2022	1.25	40.00	50.00
TSC/PM	Grant: Review and email Grant Packet (0.25-OS)	8/17/2022	0.25	100.00	25.00

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

Invoice Date:	Invoice #:
8/28/2022	17241

Item	Description	Date	Hours/Qty	Rate	Amount
AJR/Draft	Review plan sheets for Katya.	8/17/2022	2.5	60.00	150.00
KNK/Draft	Topographic Survey markups	8/17/2022	1.5	40.00	60.00
AJR/Draft	Reviewed and created markups for Katya.	8/18/2022	0.75	60.00	45.00
KNK/Draft	Topographic Survey markups	8/18/2022	1.5	40.00	60.00
TSC/PM	Stormwater: Discuss with Frank RE: Board Meeting recap, possible dry creek	8/19/2022	0.25	100.00	25.00
KNK/Draft	Topographic Survey markups	8/19/2022	1	40.00	40.00
TSC/PM	Stormwater: Email Wes items needed for prel design	8/23/2022	0.25	100.00	25.00
AJR/Draft	Reviewed and created markups on topographic survey.	8/23/2022	0.25	60.00	15.00
WRT/Eng	Research/review design requirements on MSD/STL County Websites for roadway ponding and drainage design requirements.	8/23/2022	1	100.00	100.00
TSC/PM	Work on project schedule, tasks, and deliverables	8/24/2022	2	100.00	200.00
WRT/Eng	Download STL County design criteria for Stormwater; MSD design criteria, and MoDOT drainage section from EPG, and IDF curve for St Louis District - Run estimate hydraflow extension gutter section to estimate drainage area that can be handled in street gutter. Email to TSC	8/24/2022	1.5	100.00	150.00
TSC/PM	Review and markup topo	8/25/2022	0.25	100.00	25.00
TSC/PM	Stormwater: Review MSD regs for bypass flow	8/26/2022	1	100.00	100.00

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

Amount Due This Invoice

\$4,404.05

103 Elm Street
Washington, MO 63090



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

Invoice Date:	Invoice #:
8/28/2022	17242

Item	Description	Date	Hours/Qty	Rate	Amount
ACW/Draft	Return to site to locate utilities, save points to the project folder, e-mail Katya to let her know.	8/1/2022	2.5	80.00	200.00
TSC/PM	Surface: Go over surface with KNK	8/2/2022	1	100.00	100.00
TSC/PM	Review ROW examples	8/3/2022	0.25	100.00	25.00
TSC/PM	Discuss outboundary with Aaron (0.5) / Review Outboundary (0.25)	8/15/2022	1	100.00	100.00
ACW/Draft	Work on the outboundary for the exhibits.	8/15/2022	2.5	80.00	200.00
KNK/Draft	Update drawings with current outboundary.	8/15/2022	0.5	40.00	20.00
TSC/PM	Review and Discuss property line with KNK (1.5) / Review exhibit (0.5) / Tcons with Frank / Go over concept plan with KNK (OS)/ Discuss with MRF and ACW	8/16/2022	3	100.00	300.00
ACW/Draft	Setup exhibit drawings for each property, fill in borders and notes, adjust the viewport to fit each property, add labels, etc. Send to Tiffany for review, make changes, create PDF's, e-mail to Tiffany.	8/16/2022	6	80.00	480.00
KNK/Draft	Bring current outboundary in to the Topo Base drawing and Conceptual Plan. Add new easement lines in the Topo Base and Conceptual Plans.	8/16/2022	3	40.00	120.00
MRF/Surveyor	redlines on exhibits	8/16/2022	1	100.00	100.00
TSC/PM	Concept Plan: Review and discuss with KNK; Discuss plan with Frank (1.75-OS) Discuss easements and right-of-way for City Meeting with Frank (0.25)	8/17/2022	1.75	100.00	175.00
KNK/Draft	Conceptual Plan markups related to easement, outboundary and utility poles locations. (OS) Related work in Topo Base drawing.	8/17/2022	3.5	40.00	140.00
TSC/PM	Tcon with Frank RE: Board meeting ROW discussion	8/19/2022	0.25	100.00	25.00
TSC/PM	Discuss existing easements with ARW	8/22/2022	0.5	100.00	50.00
ACW/Draft	Research the existing easements, update exhibits to show existing easements.	8/22/2022	1.5	80.00	120.00

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Amount Due This Invoice **\$2,155.00**

103 Elm Street
Washington, MO 63090



Invoice

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Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-2N/Curb Repair

Invoice Date:	Invoice #:
8/28/2022	17243

Item	Description	Date	Hours/Qty	Rate	Amount
RHFII/Eng	Review curb replacement plans & specs; Approve for OTB; (.5);	8/2/2022	0.5	185.00	92.50
TSC/PM	Plan review (1.25) / Discuss with RII (0.25)	8/2/2022	1.5	100.00	150.00
TSC/PM	Review and markup plans and specs	8/3/2022	2.25	100.00	225.00
AJR/Draft	3497-2Q Updated bid documents with dates and emailed Tiffany draft documents.	8/3/2022	0.5	60.00	30.00
AJR/Draft	3497-2Q Worked on markups.	8/4/2022	3.25	60.00	195.00
TSC/PM	Review final plans and bid docs	8/16/2022	0.75	100.00	75.00
TSC/PM	Plan review (1.0)	8/17/2022	1	100.00	100.00
AJR/Draft	3497-2Q Worked on markups	8/17/2022	1.25	60.00	75.00
TSC/PM	Submit Bid Advertisement (0.25)	8/18/2022	0.25	100.00	25.00
AJR/Draft	3497-2Q Worked on markups.	8/18/2022	0.5	60.00	30.00
TSC/PM	Request RII's review and signature (0.25)	8/19/2022	0.25	100.00	25.00
RHFII/Eng	Review plans and specs; Approve for signature	8/19/2022	0.5	185.00	92.50
AJR/Draft	3497-2Q Worked on markups.	8/19/2022	0.25	60.00	15.00
TSC/PM	Review final Documents to be submitted to Drexel (0.25) Correspondence with Drexel (0.25)	8/22/2022	0.5	100.00	50.00
AJR/Draft	3497-2Q Worked on reviewing documents and uploading to Drexel. Minor Markups.	8/22/2022	0.75	60.00	45.00
TSC/PM	Email with Drexel; Review upload	8/23/2022	0.25	100.00	25.00
AJR/Draft	3497-2Q Review documents and upload to Drexel.	8/23/2022	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 \$1,280.00

Credit Card List
August 1, 2022 to August 31, 2022

Date	Name	Memo/Description	Amount
8/1/2022	Quickbooks	Monthly Fee-reaccuring fee for accounting program	85.00
8/1/2022	Adobe	Monthly Fee-reaccuring fee for computer program	14.99
8/1/2022	Zoom	Monthly Fee-reaccuring fee for zoom	14.99
8/1/2022	Dunkin Donuts	coffee and donuts for the Aug. 2nd primary	33.77
8/1/2022	Valley Park Elevator & Hardware	preemergent for the park	159.00
8/10/2022	Petromart 73	fuel for the truck	58.00
8/10/2022	Arco Lawn Equipment	4" tap trimmer head PT104	47.91
8/15/2022	Fish window cleaning	City Hall window cleaning on 8-15-22	269.00
8/17/2022	Petromart 73	fuel for the truck	49.00
8/18/2022	Schnucks	water	23.96
8/22/2022	Valley Park Elevator & Hardware	asphalt patch	42.87
8/23/2022	Office Depot	folders for the prosecutor	124.16
8/23/2022	Valley Park Elevator & Hardware	game fish food	34.95
8/25/2022	Valley Park Elevator & Hardware	asphalt patch	42.87
8/25/2022	Office Depot	office supplies	39.44
8/29/2022	Amazon	Annual Prime membership fee	139.00
		Alderman	
		Alderman	



BL ACCT 00000877-10000000
 CITY OF TWIN OAKS
 Account Number: #### #### #### 1750
 Page 1 of 4



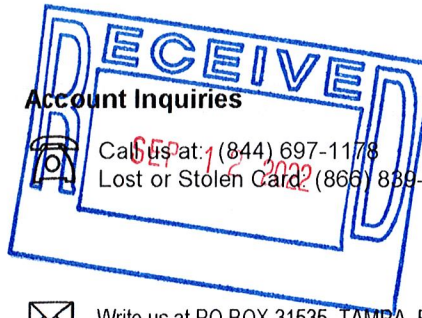
Account Summary

Billing Cycle		08/31/2022
Days In Billing Cycle		31
Previous Balance		\$2,757.64
Purchases	+	\$1,178.91
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$28.24-
Payments	-	\$2,757.64-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$1,150.67

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$8,849.33
Available Cash	\$8,849.33
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00



Account Inquiries

Call us at: (844) 697-1178
 Lost or Stolen Card (866) 889-3485

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

Payment Summary

NEW BALANCE	\$1,150.67
MINIMUM PAYMENT	\$29.00
PAYMENT DUE DATE	09/25/2022

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.

Corporate Activity

TOTAL CORPORATE ACTIVITY \$2,757.64-

Trans Date	Post Date	Reference Number	Transaction Description	Amount
08/09	08/09	3038183	INTERNET PMT-THANK YOU	\$2,757.64-

Cardholder Account Summary

FEE ACCT 00000877-010000 #### #### #### 1768	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	\$28.24-	\$0.00	\$0.00	\$28.24-

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/31	08/01		74142962207000000005720	REBATE CREDIT	\$28.24-

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
08/31/22	\$1,150.67	\$29.00	09/25/22

\$

BL ACCT 00000877-10000000
 CITY OF TWIN OAKS
 1381 BIG BEND ROAD
 ATTN FRANK JOHNSON
 TWIN OAKS MO 63021



29571

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 00000877-10000000

CITY OF TWIN OAKS

Account Number: ##### 1750

Page 3 of 4

Cardholder Account Summary					
FRANK A JOHNSON ##### 1776		Payments & Other Credits \$0.00	Purchases & Other Charges \$114.98	Cash Advances \$0.00	Total Activity \$114.98
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/01	08/02	PBUS03	24692162213100711545519	INTUIT *QBooks Online CL.INTUIT.COM CA	\$85.00 ✓
08/03	08/04	PBUS03	24011342215000038336016	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$14.99 ✓
08/21	08/22	PBUS03	24943002233700810425769	ADOBE ACROPRO SUBS 408-536-6000 CA	\$14.99 ✓

Cardholder Account Summary					
JOHN WILLIAMS ##### 1792		Payments & Other Credits \$0.00	Purchases & Other Charges \$458.56	Cash Advances \$0.00	Total Activity \$458.56
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/01	08/02	PBUS03	24323042213049300046598	VALLEY PARK ELEVATOR VALLEY PARK MO	\$159.00 ✓
08/10	08/11	PBUS03	24034542222001102108314	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$58.00 ✓
08/10	08/12	PBUS03	24412902223017015814217	ARCO LAWN EQUIPMENT 636-394-0044 MO	\$47.91 ✓
08/17	08/18	PBUS03	24034542229001900640768	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$49.00 ✓
08/18	08/19	PBUS03	24445002231000684349194	SCHNUCKS TWIN OAKS BALLWIN MO	\$23.96 ✓
08/22	08/23	PBUS03	24323042234045100045884	VALLEY PARK ELEVATOR VALLEY PARK MO	\$42.87 ✓
08/23	08/24	PBUS03	24323042235048200046306	VALLEY PARK ELEVATOR VALLEY PARK MO	\$34.95 ✓
08/25	08/26	PBUS03	24323042237044500048397	VALLEY PARK ELEVATOR VALLEY PARK MO	\$42.87 ✓

Cardholder Account Summary					
PAULA DRIES ##### 0740		Payments & Other Credits \$0.00	Purchases & Other Charges \$605.37	Cash Advances \$0.00	Total Activity \$605.37
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/01	08/02	PBUS03	24943002214838000185331	DUNKIN #359804 BALLWIN MO	\$33.77 ✓
08/16	08/18	PBUS03	24498132229017024379835	FISH WINDOW CLEANING 636-779-1500 MO	\$269.00 ✓
08/24	08/26	PBUS03	24137462237500699718724	OFFICEMAX/OFFICEDEPT#6874 800-463-3768 KS	\$124.16 ✓
08/29	08/30	PBUS03	24692162241103830618213	Amazon Prime* AE9J973V3 Amzn.com/bill WA	\$139.00 ✓
08/29	08/31	PBUS03	24137462242500613768238	OFFICEMAX/OFFICEDEPT#6874 800-463-3768 KS	\$39.44 ✓

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%	\$1,150.67
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							Days In Billing Cycle: 31		
** includes cash advance and foreign currency fees							APR = Annual Percentage Rate		
¹ FCM = Finance Charge Method									
(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 EIGHT
MONTHS ENDED AUGUST 31, 2022
AND AUGUST 31, 2021**

City of Twin Oaks
Balance Sheet
AUGUST 31, 2022 and 2021

	2022	2021
ASSETS		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 37,845	\$ 37,894
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	76,970	135,927
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	1,320,979	803,262
9-112.3 Enterprise Bank - Special Account 5765	59,866	59,833
9-112.4 Enterprise Bank - Debt Service Retirement 6108	-	166,722
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	1,618,098	1,325,505
9-130 Accounts Receivable	75	472
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	\$ 1,882,412	\$ 1,586,321
LIABILITIES AND EQUITY		
Liabilities		
9-200 Accounts Payable	\$ 126,271	\$ 79,686
9-210 MVB Credit MasterCard	191	191
9-210.1 Enterprise Bank Credit Card	1,220	1,219
1-201 Accounts Payable - Cap Improve	659	5,341
1-281.1 Deferred property tax revenue - Negative Receipt	-	665
2-201 Accounts Payable - Parks	6,274	5,174
2-240 Park Reservation Deposits	2,250	2,600
9-201 Accounts Payable - GF	4,731	14,605
9-233 LAGER Liability	940	(2,210)
9-239 Accrued Payroll	8,952	8,883
9-240 Community Room Deposits	1,215	920
9-281 Deferred property tax revenue-Annual Assessment	5,998	5,998
9-281.1 Deferred property tax revenue-Negative Receipts	-	2,993
9-283 Deferred Income - ARPA Grant	385	39,954
Total Liabilities	159,087	166,019
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
3050 Fund Balance Offset	-	-
4-301 Cap Impr Fund Balance	590,701	590,701
9-301 General Fund Balance	517,744	351,022
9-302 General Fund - Debt Sinking Fund	-	166,722
9-390 Retained Earnings	152,007	5
Net Revenue	133,888	(17,133)
Total Fund Balances	1,723,325	1,420,302
TOTAL LIABILITIES AND FUND BALANCES	\$ 1,882,412	\$ 1,586,321

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

	AUGUST 31, 2022							AUGUST 31, 2021			
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE FAV / (UNFAV)	
										Amount	%
REVENUES RECEIVED											
Sales Taxes	\$ -	\$ 185,197	\$ -	\$ 217,879	\$ 388,041	\$ 791,117	\$ 978,100	81 %	\$ 652,883	\$ 138,235	21 %
Property Taxes	-	-	8,994	-	30,710	39,704	69,600	57 %	49,503	(9,799)	(20)%
Intergovernmental Taxes	-	-	7,846	-	12,059	19,905	27,400	73 %	18,801	1,104	6 %
Licenses, Permits & Fees	1,137	-	-	-	94,171	95,308	106,200	90 %	96,874	(1,566)	(2)%
Grants	-	-	-	-	-	-	40,000	-	-	-	-
Miscellaneous Revenue	-	-	-	2,950	41,238	44,188	6,000	736 %	4,156	40,032	963 %
Interest Income	32	-	-	-	1,547	1,579	500	316 %	1,035	545	53 %
	1,169	185,197	16,839	220,829	567,766	991,801	1,227,800	81 %	823,251	168,550	20 %
EXPENDITURES PAID											
Personnel Services	-	-	36,423	24,834	115,015	176,272	273,400	64 %	170,964	(5,308)	(3)%
Administrative	-	-	-	-	90,491	90,491	118,800	76 %	80,730	(9,761)	(12)%
Operating	5,000	-	62,441	84,338	47,799	199,578	260,100	77 %	164,645	(34,934)	(21)%
Contractual	-	-	-	-	57,983	57,983	85,000	68 %	58,748	765	1 %
Police	-	-	-	-	94,778	94,778	140,900	67 %	91,783	(2,994)	(3)%
Lease	-	-	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	1,558	24,698	-	26,256	51,000	51 %	43,421	17,166	40 %
Debt Service	-	142,786	-	-	-	142,786	142,800	100 %	142,786	-	-
Capital additions											
Stormwater	-	-	-	-	-	-	-	-	2,920	2,920	100 %
Other	-	4,416	13,610	50,759	-	68,785	100,500	68 %	84,386	15,601	18 %
Total	5,000	147,202	114,032	184,630	407,050	857,913	1,172,500	73 %	840,384	(17,529)	(2)%
Excess (deficiency) of revenues over (under) expenditures	(3,831)	37,996	(97,192)	36,200	160,716	133,888	55,300	242 %	(17,133)	151,021	(881)%
OTHER SOURCES(USES) OF FUND											
Transfers	-	(116,192)	97,192	(38,100)	57,100	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(3,831)	(78,196)	(0)	(1,900)	217,816	133,888	55,300	242 %	(17,133)	\$ 151,021	(881)%
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	\$ 45,597	\$ 580,414	\$ 3,546	\$ 325,851	\$ 767,903	\$ 1,723,310	\$ 1,644,722		\$1,420,293		
CHANGE IN FUND BALANCE											
Budget	300	(127,600)	-	21,500	161,100	55,300					
Actual Over/(Under) Budget	\$ (4,131)	\$ 49,404	\$ (0)	\$ (23,400)	\$ 56,716	\$ 78,588					

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 - AUGUST 31, 2022						
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 185,197	\$ -	\$ 217,879	\$ 388,041	\$ 791,117
Property Taxes	-	-	8,994	-	30,710	39,704
Intergovernmental Taxes	-	-	7,846	-	12,059	19,905
Licenses, Permits & Fees	1,137	-	-	-	94,171	95,308
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	2,950	41,238	44,188
Interest Income	32	-	-	-	1,547	1,579
	1,169	185,197	16,839	220,829	567,766	991,801
EXPENDITURES PAID						
Court	-	-	-	-	983	983
Personnel Services	-	-	36,423	24,834	115,015	176,272
Administrative	-	-	-	-	90,491	90,491
Operating	5,000	-	62,441	84,338	47,799	199,578
Contractual	-	-	-	-	57,983	57,983
Police	-	-	-	-	94,778	94,778
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	1,558	24,698	-	26,256
Debt Service	-	142,786	-	-	-	142,786
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	4,416	13,610	50,759	-	68,785
Total	5,000	147,202	114,032	184,630	406,067	856,930
Excess (deficiency) of revenues over (under) expenditures	(3,831)	37,996	(97,192)	36,200	161,699	134,871
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(3,831)	37,996	(97,192)	36,200	161,699	134,871
FUND BALANCE -						
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422
End of Period	\$ 45,597	\$ 696,606	\$ (93,646)	\$ 363,951	\$ 711,786	\$ 1,724,293
CHANGE IN FUND BALANCE						
Budget	300	(127,600)	-	21,500	161,100	55,300
Actual Over/(Under) Budget	(4,131)	165,596	(97,192)	14,700	599	79,571

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

ACTUAL - AUGUST 31, 2021						
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 153,124	\$ -	\$ 180,146	\$ 319,613	\$ 652,883
Property Taxes	-	-	13,904	-	35,599	49,503
Intergovernmental Taxes	-	-	6,852	-	11,949	18,801
Licenses, Permits & Fees	1,746	-	-	-	95,127	96,874
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	3,600	556	4,156
Interest Income	31	-	-	-	1,004	1,035
	1,777	153,124	20,756	183,746	463,848	823,251
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	34,437	23,470	113,057	170,964
Administrative	-	-	-	-	80,730	80,730
Operating	20,943	-	59,432	29,932	54,338	164,645
Contractual	-	-	-	-	58,748	58,748
Police	-	-	-	-	91,783	91,783
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	9,642	33,779	-	43,421
Debt Service	-	142,786	-	-	-	142,786
Capital additions						
Stormwater	-	-	-	2,920	-	2,920
Other	-	26,883	30,520	26,982	-	84,386
Total	20,943	169,669	134,031	117,084	398,658	840,384
Excess (deficiency) of revenues over (under) expenditures	(19,165)	(16,546)	(113,275)	66,662	65,191	(17,133)
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(19,165)	(16,546)	(113,275)	66,662	65,191	(17,133)
FUND BALANCE -						
Beginning of Year	65,448	590,701	587	262,946	517,744	1,437,426
End of Period	\$ 46,283	\$ 574,155	\$ (112,688)	\$ 329,608	\$ 582,935	\$ 1,420,293
CHANGE IN FUND BALANCE						
Budget						
Actual Over/(Under) Budget						



CITY OF TWIN OAKS, MO

PROPERTY TAX LEVY HEARING

WEDNESDAY, SEPTEMBER 21, 2022

FOR CALENDAR YEAR 2022

CITY OF TWIN OAKS, MO

PROPERTY TAX LEVY METHODOLOGY

All property tax levy rates in the State of Missouri are governed by the ***Hancock Amendment*** which stipulates that a taxing authority may only collect property taxes which do not exceed

- Same amount collected in the prior year,
- Plus the value of the Consumer Price Index, as certified by State Tax Commission, in other words – inflation,
- Plus the value of new construction,
- Plus any newly authorized tax levy increase or
- Less any voluntary rollback

CITY OF TWIN OAKS, MO

PROPERTY VALUATION, RATE AND ANTICIPATED TAX COLLECTIONS SUMMARY FOR 2022

ASSESSED VALUES	2022		2021		2020		2019	
	Amount	Percent Change	Amount	Percent Change	Amount	Percent Change	Amount	Percent Change
Residential real property	\$11,149,450	(1%)	\$11,301,930	38%	\$8,192,350	(30%)	\$11,750,900	111%
Commercial real property	9,588,990	(2%)	9,743,120	(5%)	10,257,660	(12%)	11,606,390	29%
Personal property	2,887,050	25%	2,307,450	14%	2,016,650	51%	1,333,880	(9%)
	\$23,625,490	1%	\$23,352,500	14%	\$20,466,660	(17%)	\$24,691,170	54%

GENERAL REVENUE

Tax Rates

Residential real property	0.0000	-	0.0000	-	0.0000	-	0.0000	-
Commercial real property	0.4330	3%	0.4190	9%	0.3850	13%	0.3400	6%
Personal property	0.0000	-	0.0000	-	0.0000	-	0.0000	-

Anticipated Tax Revenues

Residential real property	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Commercial real property	41,520	1.7%	40,824	3.4%	39,492	0.1%	39,462	36.2%
Personal property	-	-	-	-	-	-	-	-
	\$ 41,520	1.7%	\$ 40,824	3.4%	\$ 39,492	0.1%	\$ 39,462	36.2%



Summary Page

For Political Subdivisions Other Than School Districts With a Separate Rate on Each Subclass of Property

City of Twin Oaks 09-096-0077 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s).

Table with 5 columns: Residential, Agriculture, Commercial, Personal Property, Prior Method Single Rate. Rows include: A. Prior year tax rate ceiling, B. Current year rate computed, C. Amount of rate increase authorized by voters for current year, D. Rate to compare to maximum authorized levy to determine tax rate ceiling, E. Maximum authorized levy, F. Current year tax rate ceiling, G. 1. Less required sales tax reduction, G. 2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies), H. Less voluntary reduction by political subdivision taken from tax rate ceiling (Line F), I. Plus allowable recoupment rate, J. Tax rate to be levied, AA. Rate to be levied for debt service, if applicable, BB. Additional special purposed rate authorized by voters.

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

(Date) (Signature) (Print Name) (Telephone)

Proposed rate to be entered on tax books by the county clerk based on the certification from the political subdivision:

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of the section. Lines: J, AA, BB

(Date) (County Clerk's Signature) (County) (Telephone)

PRO-FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

AN ORDINANCE ESTABLISHING THE ANNUAL RATE OF TAX LEVY FOR THE YEAR 2022 ON ALL REAL PROPERTY WITHIN THE CITY OF TWIN OAKS, MISSOURI; PROVIDING FOR THE EXTENSION OF SAID TAXES ON THE BOOKS OF THE COLLECTOR OF REVENUE; AND PROVIDING FOR THE COLLECTION THEREOF BY THE COLLECTOR FOR THE CITY OF TWIN OAKS, MISSOURI

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

Section 1. There is hereby levied upon all property subject to taxation within the corporate limits of the City of Twin Oaks

- A. There is hereby levied upon all real residential property and all personal property, an ad valorem tax calculated to be \$ 0.0000 on the one hundred dollars (\$100) assessed valuation as shown on the assessment books of St. Louis County, as converted and amended by the Board of Equalization and certified to by the County Clerk.
- B. There is hereby levied upon all real commercial property, an ad valorem tax in the amount which is equal to the tax rate ceiling as shown on the State Auditor's Pro Forms for 2022 on the one hundred dollars (\$100) assessed valuation as shown on the assessment books of St. Louis County, as converted and amended by the Board of Equalization and certified to by the County Clerk. (Note: this amount has been preliminarily calculated to be \$0.4330 per one hundred dollars (\$100) assessed valuation; however, it is the Board of Aldermen's intention to set the tax rate at the tax rate ceiling as such may be determined prior to October 1, 2022. In no instance shall the reflection of this preliminary calculation be construed as a voluntary reduction of the 2020 tax rate or as the City's attempt to exceed the tax rate ceiling for this subclass of property).

Section 2. The Clerk of Saint Louis County, Missouri, and the Revenue Department thereof, are hereby authorized to extend on the books of the Collector the amount of the taxes due and collectible according to the above rates on all Residential and Commercial Real Property and Personal Property within the corporate limits of the City of Twin Oaks, Missouri.

Section 3. The Collector for the City of Twin Oaks is directed to obtain from the County Clerk of Saint Louis County, Missouri, the necessary Real Estate, Commercial and Personal Property tax abstracts for the purpose of extension, billing and collecting said extended taxes at his office, and the collection of all taxes so extended shall be enforced in the same manner and under the same rules and regulations as may be provided by law for collecting and enforcing the payment of State and County taxes.

Section 4. 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 21st DAY OF SEPTEMBER 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

**A RESOLUTION APPROVING AND AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT WITH BYRNE &
JONES CONSTRUCTION FOR THE 2022 CURB REPAIR
PROJECT.**

**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 enter, an agreement on behalf of the City of Twin Oaks with Byrne & Jones Enterprises, Inc., d/b/a Byrne & Jones Construction, for construction work related to the 2022 Curb Repair Project in the City-Contractor Agreement attached hereto as Exhibit 1 and incorporated herein by reference and which City-Contractor Agreement shall be substantially in the form of Exhibit 1 hereto.

Section 2. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.

THIS RESOLUTION WAS PASSED AND APPROVED THE 21st DAY OF SEPTEMBER 2022,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1
City-Contractor Agreement



City-Contractor Agreement

THIS CITY CONTRACTOR AGREEMENT (this “Agreement” or “City-Contractor Agreement”), is made and entered into as of this _____ day of September, 2022 by and between **Byrne & Jones Enterprises, Inc., d/b/a Byrne & Jones Construction**, a Missouri Corporation having a principal office at 13940 Saint Charles Rock Road, Bridgeton, Missouri 63044-3826 (the “Contractor”), and the **City of Twin Oaks**, a Missouri municipal corporation located in St. Louis County (the “City”). All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).

RECITALS

A. In response to the City of Twin Oak’s RFP requesting bid proposals for the Curb Improvement Project (the “Project”), the Contractor has submitted a certain Bid Proposal in accordance with the Bid Documents to perform the Work.

B. After due consideration, the City has accepted the Bid Proposal of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Work in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

1. **Contract Documents**. The entire agreement between the parties shall consist of this Executed City-Contractor Agreement and, without limitation, the following documents:

1. Notice to Bidders
2. Plans and Specifications
3. Instructions to Bidders
4. City-Contractor Agreement
5. General Conditions
6. Special Provisions
7. Applicable Missouri Annual Wage Order
8. Technical Specifications
9. Bid Proposal Form
10. Bid Bond (executed by Contractor and surety)
11. Form of Performance and Maintenance Bond (executed by Contractor and surety)
12. Form of Payment Bond (executed by Contractor and surety)
13. List of Resources and References
14. Subcontractor Utilization Form
15. Affidavit of Non-Collusion (executed by Contractor)
16. Certification of Non-Segregation
17. Anti-Discrimination Against Israel Act Certification
18. Form of Notice of Award (issued by City and receipt acknowledged by Contractor)
19. Form of Notice to Proceed (issued by City and receipt acknowledged by Contractor)
20. Closeout Submittals

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid proposals, any duly-issued Modifications, and all other documents contained or specified within the Plans and Technical Specifications, as such may be on file in the office of the City Clerk of Twin Oaks, Missouri (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference). Unless otherwise stated, to the extent that any terms or provisions within Contractor's Bid Proposal conflicts with the terms or provisions within the City-Contractor Agreement or General Conditions, such terms and provisions within the City-Contractor Agreement or General Conditions shall prevail.

2. **The Work/Contract Sum.** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed. The Contract Sum is **Sixty-Six Thousand, Seven Hundred Eighty-One Dollars and Fifty Cents (\$66,781.50)**, which includes all compensation to Contractor due for the Work, which shall include all such work within the **Base Bid** only and *does not include any Work in the Alternate Bid*. Any additional Work not within the Base Bid that is hereinafter approved by the City in writing pursuant to a Change Order shall be completed for the unit prices set forth in the Contract Documents, if applicable.

3. **Time of Completion.** Contractor shall commence work under this Agreement promptly following receipt of written notice from the City to proceed and shall fully complete all items of the Work within the time set forth in the Contract Documents. The parties understand that time is of the essence and that the rate of progress and prompt completion are essential conditions, and that in the event the Work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents.

4. **Guaranty.** The 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 Contract Documents. Whenever notified by the City that said repairs or replacements are required, the Contractor shall at once make the same as directed at its own expense. If the Contractor does not proceed with such repairs or replacements within five (5) days after receipt of written notice, the City may use (and the Contractor agrees and consents to such use) the Performance and Maintenance Bond, according to the terms thereof, to make any necessary repairs or replacements to any portion of the Work. Upon expiration of the one (1) year guaranty period, the City shall release the Performance and Maintenance Bond, less any amounts reasonably necessary to remedy any of the Contractor's performance and/or maintenance obligations under this Agreement that may still be outstanding at the time of expiration of the guaranty period.

5. **Payment Bond.** If the Contract Sum is in excess of \$50,000 the Contractor shall furnish within five (5) days of notification of contract award a satisfactory Payment Bond in the full amount of the Contract Sum. The Payment Bond furnished shall meet all requirements of Section 107.170 of the Revised Statutes of Missouri, as amended, and shall guarantee the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri. The submitted Payment Bond shall be substantially in the form of the "Form of Payment Bond" included within the Bid Documents.

6. **Performance and Maintenance Bond.** The Contractor shall also furnish within five (5) days of notification of contract award a satisfactory Performance and Maintenance Bond in the full amount of the Bid based on the bid quantities listed on the Bid Proposal form. The Performance and Maintenance Bond furnished shall guarantee the faithful performance of the Work and warrant the Work for the guaranty period established in this City-Contractor Agreement. The submitted Performance and Maintenance Bond shall be substantially in the form of the “Form of Performance and Maintenance Bond” included within the Bid Documents.

7. **Insurance.** The Contractor shall obtain and maintain during the term of the Project and the City-Contractor Agreement the insurance coverages at least equal to the coverages set forth in this paragraph 7, 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 RSMo. 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 Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$450,000 per occurrence \$3,000,000 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$450,000 per occurrence \$3,000,000 aggregate

the Contractor and all subcontractors shall provide Worker’s Compensation Insurance in at least statutory amounts for all workers employed at the Project site. 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 paragraph 7 and bearing 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 to be carried by the Contractor under this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY’S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Contractor has adequate insurance to cover the Contractor for tort claims that may arise out of the work. 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 Contractor’s work 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.”

Although the City will provide a policy of Builder’s Risk “All-Risk” Insurance in the amount of the Project, the Contractor shall pay the City’s deductible should any claims arise during the Project.

The City may waive or decrease any insurance coverages or amounts required by this paragraph 7 when the City deems it to be in the interest of the public health, safety, and general

welfare.

7. **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 suit, 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 money damages, or trespass, or any other circumstances, sustained by the City or others, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors 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 to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

8. **Attorney Fees' and Costs**. The 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 Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

9. **Liquidated Damages**. The Contractor agrees and acknowledges that time is of the essence of this Agreement and that delay in the prosecution of the Work and the Project will inconvenience the public and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. Should the Contractor, or in the case of Contractor's default, the surety, fail to complete the Work within the time stipulated in this Agreement, or within such extension of time as may be allowed by the City in the manner set forth in the Contract Documents, the Contractor (or surety, as applicable) shall pay to the City as liquidated damages, and not as a penalty, a one-time sum in the amount of \$3,200.00 plus \$475.00 per day thereafter for delay damages is hereby agreed upon, not as a penalty, but as liquidated damages for loss to the City and the public, after the expiration of the time stipulated in the Contract. In the sole discretion of the City, the amount of the liquidated damages may be deducted from any money due the Contractor under this Agreement. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion or any approved extension shall in no way operate as a waiver of the City of any of rights under this Agreement.

10. **Compliance with Federal, State and Local Law**. The Contractor shall comply with all applicable federal, state and local law requirements for performance under this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.

11. **Prevailing Wage**. The Contractor shall be required to comply with all applicable provisions concerning the payment of prevailing wages on public works projects, as provided in the General Conditions. If applicable, a copy of the applicable Annual Wage Order and Incremental Increases for each occupational title required under this project is included in the Bid Documents and shall be included in the Contract Documents.

12. **Required OSHA Training.** Pursuant to Section 292.675 RSMo., Contractor shall require all on-site employees to complete the ten-hour training program as required under Subsection 292.675.2 RSMo. This program shall be provided by Contractor and shall be a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for Contractor's on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations ("MoDOLIR") which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall further require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such

Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

13. **Taxes.** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.

14. **Other Representations, Warranties and Other Covenants by the Contractor.** The Contractor represents and warrants that the Contractor has been engaged in such work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

15. **Amendment: Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in a writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

16. **Choice of Law: Venue.** 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. Venue shall exclusively be in the Circuit Court of St. Louis County or the United States District Court for the Eastern District of Missouri.

17. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this

Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

19. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

BYRNE & JONES ENTERPRISES, INC.
d/b/a Byrne & Jones Construction

CITY OF TWIN OAKS, MISSOURI

Name

Mayor

Address

Attested

City, State, Zip

Date

Bid Proposal Form-Page 1 of 3
For 2022 Curb Improvement Project City of Twin Oaks

Project Description: 2022 Curb Improvement Project shall consist of the demolition, removal, disposal and replacement of concrete and asphalt curbs on various street locations in the City of Twin Oaks, Missouri, as specified on the Project Plans and Project Specifications. Scope will also include traffic control and all other incidental items of work as shown and described in the Project Plans and Project Specifications.

The undersigned herewith proposes to construct the specified work for the following lump sum base bid. If the City adds the alternate bid to the scope, the contractor proposes to construct the specified work for the base bid plus alternate bid, for the following total lump sum bid. By submitting a bid, the Contractor acknowledges that there may be other materials and work not listed that are necessary to complete the project as shown in the plans. The Contractor is responsible for determining all work and quantities in order to construct the project as shown on the Construction Documents. The contractor shall be paid the total lump sum bid price.

The unit prices shall be provided for bid review purposes and will be used to determine additions and deductions, if any, from the project scope as determined by the City of Twin Oaks.

BASE BID \$(66,781.50)
ALTERNATE BID \$(53,251.50)

TOTAL LUMP SUM BID PRICE INCLUDING ALTERNATE BID:

BID PRICE IN WORDS

\$(120,033.00)
BID PRICE IN FIGURES

Byrne + Jones
CONTRACTOR

13940 St. Charles Rock Rd
ADDRESS

[Signature]
BY: Kodey Lane - Norfolk TITLE Project Engineer DATE 9/13/22

314-873-4944
PHONE NUMBER

Bid Proposal Form-Page 2 of 3
 For Curb Improvement Project City of Twin Oaks-2022

2022 Curb Improvement Project					
Base Bid					
Item No.	Description	Units	Quantity	Unit Price	Extension
1	Mobilization	EA	1	8,312	8,312
2	Traffic Control	EA	1	575	575
4	Type "C" Concrete Curb	LF	511	73.50	37,558.50
5	Type "D" Concrete Curb	LF	248	82	20,336.00
Base Bid Total					\$66,781.50

***Note:** Linear feet of removal is approximate. Specific locations will be identified by the City of Twin Oaks with paint markings.

Bid Proposal Form-Page 3 of 3
 For Curb Improvement Project City of Twin Oaks-2022

Alternate Bid					
Item No.	Description	Units	Quantity	Unit Price	Extension
1	Mobilization	EA	1	3,691	3,691
2	Traffic Control	EA	1	575	575
3	Type "B" Concrete Curb	LF	525	67.30	35,332.50
5	Type "D" Concrete Curb	LF	83	141	11,703
6	Type "F" Concrete Curb	LF	10	195	1,950
Alternate Bid Total					\$53,251.50

***Note:** Linear feet of removal is approximate. Specific locations will be identified by the City of Twin Oaks with paint markings.



Frank Johnson <fjohnson@cityoftwinoaks.com>

Community Events

Ryan Christophe <ryan.christophe@regions.com>
To: "fjohnson@cityoftwinoaks.com" <fjohnson@cityoftwinoaks.com>

Wed, Sep 14, 2022 at 1:53 PM

Good Morning,

My Name is Ryan Christophe. I am the branch Manager of the Twin Oaks Regions Bank location. We would love an opportunity to support our local community and participate in local events. I know the fall festival is coming up on Oct 1st. If possible, we would like to set up a table with games and prizes. In addition to this, we will have a bicycle that we will raffle off. Im looking forward to hearing from you and I hope that we can partner together in the future as well.

Thank you!



Ryan Christophe

Branch Manager

Assistant Vice President

Phone: 6369234290

[Ryan.christophe@regions.com](mailto:ryan.christophe@regions.com)

NMLS: 1455915

Internal Use

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

Sept. 16, 2022

General Updates

Municipal Court

- We are still waiting for OSCA to assign the City a location code. Once that happens, Prosecuting Attorney Tim Engelmeyer will have access to the Prosecutor Portal for filing cases and St. Louis County will be able to assign a court date for Twin Oaks. At this point, we anticipate the first date for the new Twin Oaks Municipal Court will be November.
- Kelly Blain with Engelmeyer & Pezzani is working with Officer Wehner to compile the backlog of cases that will need to be filed in the Twin Oaks Municipal Court.

Use Tax

- The City has received its first deposit from the recently passed use tax. The Department of Revenue began collecting the tax in July, so the first deposit was received in September in the amount of \$2,206.

Town Hall Automatic Doors

- Staff has fixed the exterior button for the automatic doors at the Town Hall and it is now functioning properly.

Project Updates

Crescent Ave. Sidewalk

- The City has received an initial assessment from BFA regarding the stormwater analysis with the full report to be issued following a meeting with the proper owner. The initial results show that a double catch basin at 90 Crescent Ave should be sufficient to capture the stormwater runoff from the roadway.

Park Bridge Repair/Replacement

- Staff reached out to TWM for contractors who would potentially bid on the work. Received response with several recommendations and will follow up with contractors individually.

Land Disturbance Permit for "Cow Pond" Area

- Staff has confirmed with St. Louis County that the land disturbance permit for the "cow pond" area of Twin Oaks Park has been closed out, as of February, 2020.