

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, OCTOBER 5, 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 Work Session Minutes from September 21, 2022
 - b) Board of Aldermen Regular Meeting Minutes from September 21, 2022
 - c) Board of Aldermen Closed Meeting Minutes from September 21, 2022
 - d) Bills List from September 17 through September 30, 2022
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Police Report — Officer John Wehner
- 7) CITIZEN COMMENTS
- 8) NEW BUSINESS
 - a) Bill No. 22-23: AN ORDINANCE AMENDING TWIN OAKS MUNICIPAL CODE SECTION 210.720 RELATING TO OBSTRUCTING PUBLIC PLACES.
 - b) Resolution No. 2022-23: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH CROWDER CONSTRUCTION, INC., FOR THE REMOVAL AND REPLACEMENT OF SIDEWALK LOCATED AT THE INTERSECTION OF BIG BEND ROAD AND HIGHWAY 141.
- 9) DISCUSSION ITEMS
- 10) ATTORNEY’S REPORT
- 11) CITY CLERK’S REPORT
- 12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

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

14) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: October 3, 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 WORK SESSION
TWIN OAKS CITY HALL
CITY OF TWIN OAKS BOARD OF ALDERMEN
THURSDAY, SEPTEMBER 21, 2022**

The Work Session was called to order by City Clerk/Administrator Frank Johnson at 5:00 p.m. pursuant to public notice and agenda. Those in attendance were:

Mayor Russ Fortune-absent

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

Also Present: Paul Rost, City Attorney
Jeff Blume, Financial Consultant
John Williams, Maintenance Supervisor
Tiffany Campbell, BFA
Angelica Rodgers, BFA

Capital Improvement Plan

There have been a number of projects that the Board has been pursuing to include in the Capital Improvement Plan for 2023. The Board instructed City Clerk/Administrator Frank Johnson, to compile information for cost estimates, timelines and pros and cons for each of the projects for the Board to review. The items for consideration include: Crescent Avenue Sidewalk, Twin Oaks Bridge replacement, and Intersection Repair at Big Bend Road and Meramec Station Road. City maintenance staff, John Williams and Mayor Russ Fortune expressed concerns over the deteriorating condition of Crescent Road and added this to the project list for the Capital Improvement Plan.

City Clerk/Administrator Johnson, presented to the board the updated costs for the sidewalk project and Crescent Road improvements, all of which have risen significantly. The estimated cost the Capital Improvement Plan is from \$577,290 to \$659,450 over the next five years. This expenditure will allow the City to be financially stable as improvements are completed. City Clerk/Administrator Johnson presented the Board with two different five-year plans for completion of all proposed projects.

Option one would continue with the original plan to complete the sidewalk project as previously scheduled for 2023 and replace the Twin Oaks Bridge in the same year. To do a full upgrade to Crescent Road engineering, ROW and bid proposals will all be added to

the 2023 budget. This will delay the road upgrade till 2025 due to the need for a “down year” in 2024. The City will need to have down years to spread out the costs of all the projects that are needed. Delaying work on Crescent will lead to further deterioration of the road but short-term fixes could be taken. With this option the timeline will extend the repair of the Meramec Roared/Big Bend Road intersection until 2027. The costs will be estimated at an average of \$215,000 per year over the next 5 years.

Option Two changes the timeline on the Sidewalk project by delaying the start till 2024. With this proposal all engineering will be completed, ROW will be done, stormwater issues will be addressed, larger work projects will allow for more competitive bids. City Clerk/Administrator Johnson will work with Tiffany Campbell at BFA to reduce the scope of the Crescent Road upgrade and present all findings for The Board to review. The costs for this option are \$221,000 over 5 years. Challenge with this option is that there is another delay with the Sidewalk Project and the scope of the Crescent Road repair might not be able to be reduced.

Financial Consultant, Jeff Blume addressed the Board regarding his views on what is needed for a successful project. Having public support, creating a financial plan, and being fiscally responsible. Creating plans that benefit the citizens of Twin Oaks and following through by being through and transparent with costs and plans for proposed projects will always be well received. The City is in great financial standing with reserves and for the proposed Capital Improvements. Mr. Blume expressed his concerns for the state of the economy in 2023 and recommended starting projects in 2024.

Discussion followed that included a number of different proposals for scope and depths of projects. For the Crescent Road project, the Board discussed phasing the project in order to spread out cost and develop a more comprehensive plan for improving and possibly widening the road. The Board heard input from BFA Engineer, Tiffany Campbell, Attorney, Paul Roast and City Clerk/Administrator Johnson on how most effectively to proceed. The Board agreed to commit to the Crescent Road Sidewalk project and the Bridge replacement for 2023 and to move ahead to complete the engineering and the design work before completing the ROW. City Clerk/Administrator Johnson will work with Ms. Campbell to create a phased approach to the Crescent Road project improvement.

The Board instructed City Clerk/Administrator Johnson to continue to work with BFA to complete a comprehensive plan for all Capital Improvement projects. The Board will continue this discussion at the next work session on October 5, 2022.

ADJOURNMENT

Alderman April Milne motioned to adjourn the Work Session Meeting at 6:37 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

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, SEPTEMBER 21, 2022**

Alderman Dennis Whitmore called the meeting of the Twin Oaks Board of Aldermen to order at 7:00 p.m. Roll Call was taken:

Mayor: Russ Fortune – absent

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

Also Present: Frank Johnson, City Clerk/Administrator
Paul Rost, City Attorney
Jeff Blume, City Accountant via Zoom

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

Alderman Whitmore asked if there were any additions or changes to the Agenda. Alderman Whitmore asked for a motion to approve the Agenda. Alderman Lisa Eisenhauer so motioned and seconded by Alderman Tim Stoeckl. The motion passed by a voice vote.

APPROVAL OF THE CONSENT AGENDA

Alderman Whitmore asked for a motion to approve the Consent Agenda consisting of the Regular Minutes from September 7, 2022; the Closed Meeting Minutes from September 7, 2022; the Bills list from September 3 through September 16, 2022; and the Credit Card List from August 1 through August 31, 2022. Alderman April Milne motioned to approve the consent agenda, seconded by Alderman Eisenhauer. The motion passed by a voice vote.

REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS

Financial Statements: Financial Consultant Jeff Blume reviewed the City’s revenues and expenses through the month of August. Twin Oaks total funds are \$1.8 million, and Mr. Blume stated that the City’s sales tax revenue continues to be strong and is running ahead of budget. Expenses are also tracking in line with the City’s budget and the City’s net revenue remains positive.

Park Committee: City Clerk/Administrator Johnson presented the Park Committee report. The Park Committee is preparing for Family Fun Day that will be held on October 1st from 1:00 to 5:00

p.m. Entertainment and activities have been secured, and food will be available with the Park Committee members cooking and serving at the event. The Park Committee added their request for Capital Improvements for the park: lighting in the park and resurfacing of the tennis court.

CITIZEN COMMENTS

There were no citizen comments.

NEW BUSINESS

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. City Clerk/Administrator Johnson read the bill. Mr. Blume explained that all property tax levy rates in the State of Missouri are governed by the Hancock Amendment. The State has a systematic and detailed collection of data that the State Auditor reviews to determine the tax levy amount. Alderman Whitmore added that Twin Oaks doesn't have a residential property tax and this tax levy is for commercial property. Alderman Whitmore asked for any questions regarding Bill No. 22-22. Alderman Whitmore requested City Clerk/Administrator Johnson read the bill a second time. Attorney Paul Rost added that there was a change in the year to the original word document. Alderman Milne motioned to approve Bill No 22-22 as amended, seconded by Alderman Eisenhauer, and the motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Whitmore-yea, Alderman Stoeckl-yea and Alderman Eisenhauer-yea. Alderman Whitmore stated that Bill No 22-22 being duly passed becomes Ordinance No. 22-22.

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. City Clerk/Administrator Johnson read the resolution. City Clerk/Administrator Johnson remarked that the City only received one bid for this project. City Clerk/Administrator Johnson further remarked that when checking references for this company that the cities of Brentwood and O'Fallon have had the same challenge with few responses for bids that are a much larger scale. Construction work of this nature is in great demand and it is a challenge for find any company that is able to take on any new projects. City Clerk/Administrator Johnson shared that Byrne & Jones would be able to complete this project before the end of the year but needed to be contacted quickly to assure completion. Alderman Whitmore asked for a second reading. Alderman Whitmore asked for any additional questions regarding Resolution No. 2022-22. Alderman Milne motioned to approve Resolution No. 2022-22 as the contract reads for the base bid, seconded by Alderman Eisenhauer, and the motion passed by a unanimous voice vote.

DISCUSSION ITEMS

Regions Bank at Family Fun Day: City Clerk/Administrator Johnson shared with the Board that Regions Bank had requested a table at Family Fun Day. Regions would like to support and participate with Twin Oaks in our local events. Regions will have games and prizes for the event

and raffle off a bike. City Clerk/Administrator Johnson asked for a motion to allow Regions Bank to set up a table at Family Fun Day. Alderman Stoeckl motioned to allow Regions Bank to set up a table at Family Fun Day, seconded by Alderman Eisenhauer. Motioned passed by a unanimous voice vote.

ATTORNEY'S REPORT

City Attorney Rost informed the Board that at the next BOA meeting there will be an update to the Municipal Code regarding Obstructing Public Places. This will be replacing the section 210.720 with a new section.

CITY CLERK'S REPORT

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He reviewed the proposal for the holiday lighting display in the Park, which will be the same as last year. Alderman Milne requested the Park Committee consider additional lighting for next year's display.

City Clerk/Administrator Johnson informed the Board that the RiverChase recreational facility is now operated by the YMCA on behalf of the City of Fenton, and that the City's agreement for subsidizing resident memberships would need to be revisited. He also stated that the City has not had any resident applications for RiverChase membership in the last five years. The Board agreed to revisit the agreement if there is renewed interest in membership among residents.

MAYOR & ALDERMEN COMMENTS

Alderman Eisenhauer informed City Clerk/Administrator Johnson that there was a mistake on the Twin Oaks Newsletter regarding the time for the Family Fun Day Event. Alderman Eisenhauer asked City Clerk/Administrator Johnson to send out a flier or announcement on the Twin Oaks website to clarify the time of this event.

Alderman Eisenhauer presented to the Board that the NHS (National Honor Society) is wanting to host a Charity Event at Twin Oaks Winter Lighting. Students from Valley Park High School would like publicize a winter outerwear collection event that will take place with the Winter Lighting Event. Students would help with handing out hot chocolate and cookies along with collecting hats, scarves and gloves for charity. Alderman Eisenhauer requested that students be added to the October Park Committee meeting agenda to present their idea.

Alderman Stoeckl asked when work of Boly Lane would begin. City Clerk/Administrator Johnson said the work will begin on Thursday morning. The resurfacing will be started and completed in the morning. Alderman Milne asked City Clerk/Administrator Johnson to contact the construction company and inform them of when the busses would be running so it could minimize school delays.

FINAL CITIZEN COMMENTS

There were no final citizen comments.

CLOSED SESSION

Alderman Whitmore asked for a motion to move into Closed Session. Alderman Eisenhauer motioned to move into closed session, seconded by Alderman Milne. Upon a motion duly made and approved, the Board of Aldermen intends to go into closed session at 7:46 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.). The motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Whitmore-yea, Alderman Stoeckl-yea and Alderman Eisenhauer-yea.

ADJOURNMENT

Alderman Milne motioned to return to regular session, seconded by Alderman Eisenhauer at 8:02 pm. There being no further business Alderman Whitmore ask for a motion to adjourn the meeting. Alderman Stoeckl so motioned, seconded by Aldermen Milne and the regular meeting was adjourned at 8:03 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 17 thru September 30, 2022**

Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12372	9/16/2022	Engelmeyer & Pezzani, LLC charges for the month of September	3106	\$27.00	\$27.00	10/5/2022
12375	9/11/2022 9/4/2022 9/25/2022	St Louis County Public Works occupancy inspections for 513, 535, 203 on 9-9-22 occupancy inspections for 214 on 8-29-22 occupancy inspection for apt 407 240 235 312 417 419 217	0911220005500 0904220005500 09525220005500	\$225.00 \$75.00 \$525.00	\$825.00	10/5/2022
12373	9/19/2022	Accident Fund insurance premium	1000088416	\$1,369.00	\$1,369.00	10/5/2022
12374	9/16/2022	ADB refund for overpayment-paid twice for permit		\$150.00	\$150.00	10/5/2022
12376	9/22/2022	Marco Lake Management Services, Inc. contract base rate for 9-25-22 to 10-24-22	103839907	\$67.35	\$67.35	10/5/2022
12377	9/22/2022	treatment for the upper and lower pond	18804	\$328.00	\$328.00	10/5/2022
12378	9/27/2022	Topps Paving and Seling, LLC asphalt improvements for Boly Ln midline	402241	\$4,120.00	\$4,120.00	10/5/2022
12379	9/27/2022	Too Creative printed post cards for Fall Leaf Collection 2022	4575	\$290.00	\$290.00	10/5/2022
12380	9/28/2022	Kwik Kopy new signs for City Events	69950	\$640.00	\$640.00	10/5/2022
12381	9/24/2022	Cindy Cornelius refund for Park Pavilion rental	PR092422	\$150.00	\$150.00	10/5/2022
12382	9/19/2022	Elaine Zarachoff refund for Park Pavilion rental	PR091922	\$100.00	\$100.00	10/5/2022
AutoPay	9/23/2022	MSD charges for 50 Crescent	0813150-0	\$33.61	\$33.61	10/13/2022
AutoPay	9/26/2022	Spire charges for 50 Crescent	361	\$28.37	\$28.37	10/11/2022
AutoPay	9/26/2022	Spire charges for town hall	3056	\$42.23	\$42.23	10/6/2022
AutoPay	9/6/2022	AT&T Sept. charges for phone at City Hall	1803	\$120.21	\$120.21	9/29/2022
AutoPay	9/7/2022	AT&T Sept. charges for phone at 50 Crescent	9698	\$96.08	\$96.08	10/1/2022
AutoPay	9/22/2022	Ameren charges for 50 Crescent	2023	\$97.49	\$97.49	10/13/2022
AutoPay	9/22/2022	Ameren charges for 1 Twin Oaks Ct	5112	\$411.69	\$411.69	10/13/2022
AutoPay	9/22/2022	Ameren charges for water pump	7008	\$11.51	\$11.51	10/12/2022
AutoPay	9/22/2022	Ameren charges for City Hall	8004	\$1,171.56	\$1,171.56	10/13/2022
AutoPay	9/22/2022	Ameren charges for Big Bend/141	9007	\$76.24	\$76.24	10/13/2022
AutoPay	9/26/2022	American Water charges for 1 Twin Oaks Ct	8845	\$1,048.07	\$1,048.07	10/18/2022
AutoPay	9/21/2022	American Water charges for 1240 Derbyshire Dr Irr	6868	\$747.35	\$747.35	10/13/2022
AutoPay	9/21/2022	American Water charges for City Hall Irrg	8240	\$626.55	\$626.55	10/13/2022
AutoPay	9/21/2022	American Water charges for City Hall	7767	\$49.41	\$49.41	10/13/2022
AutoPay	9/22/2022	American Water charges for 1312 Big Bend Irrg	5681	\$522.21	\$522.21	10/17/2022
AutoPay	9/22/2022	American Water charges for 50 Crescent Ave	6457	\$10.29	\$10.29	10/14/2022
		Alderman				
		Alderman				



CITY OF TWIN OAKS POLICE ACTIVITY REPORT September 2022

Radio CFS:	25
Self Initiated Assignments:	115
Police Reports Written:	11
Total Traffic Stops:	28

Arrests:

Felony	0
Misdemeanor	0
Summons (Arrest Notification)	0

Auto Accidents:

Injury	1
Non Injury	6

Locations: (2) 1144 Meramec Station, (3) Big Bend and Meramec Station, 1393 Big Bend Rd, Big Bend Rd and MO Hwy 141

Crimes Reported:	0
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Patrol Bicycle Program:	27.7 hours
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**AN ORDINANCE AMENDING TWIN OAKS MUNICIPAL CODE
SECTION 210.720 RELATING TO OBSTRUCTING PUBLIC PLACES.**

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

Section 1: Section 210.720 "Obstructing Public Places" of the Twin Oaks Municipal Code, is hereby amended by repealing the entire section and replacing it with a new Section 210.720, to read as follows:

Section 210.720 Obstructing Public Places.

- A. For purposes of this Section, a "Public Place" is any place, including inside a building, to which the public has access for business, entertainment, or other lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. It shall also encompass the front or immediate area of any store, shop, restaurant, tavern or other place of business and public grounds, areas, or parks.
- B. It shall be unlawful for any person to stand or remain idle either alone or in consort with others in a public place in such manner so as to knowingly and actually:
1. Obstruct any public street, public highway, public sidewalk, or any other public place by hindering or impeding the free and uninterrupted passage of vehicles, traffic, or pedestrians;
 2. Commit in or upon any public street, public highway, public sidewalk or any other public place any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk, or any other public place or building, all of which prevents the free and uninterrupted ingress, egress and regress, therein, thereon and thereto;
 3. Obstruct the entrance to any business establishment, without so doing for some lawful purpose, if contrary to the expressed wish of the owner, lessee, managing agent or person in control or charge of the building or premises.
- C. When any person causes or commits any of the conditions in this Section, a Police Officer or any Law Enforcement Officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who knowingly fails or refuses to obey such orders shall be guilty of a violation of this Section.

Section 2: This ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO
PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI,
THIS 5th DAY OF OCTOBER 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

RESOLUTION NO. 2022-23

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH CROWDER CONSTRUCTION, INC., FOR THE
REMOVAL AND REPLACEMENT OF SIDEWALK LOCATED AT THE
INTERSECTION OF BIG BEND ROAD AND HIGHWAY 141.**

**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 Crowder Construction, Inc., for services relating to the removing and replacing several sections of sidewalk at the intersection of Big Bend Road and Highway 141 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 5th DAY OF OCTOBER 2022, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____ by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **Crowder Construction, Inc.**, a Missouri corporation, hereinafter referred to as “Contractor,” with a business mailing address of 28 Front St., Valley Park, MO 63088.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for removing and replacing a section of sidewalk at the intersection of Big Bend and Highway 141, as described on Exhibit A (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: *Sidewalk Removal and Replacement at the Intersection of Big Bend Road and Highway 141.*

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Project listed above and as more particularly described in the attached **Exhibit A**. The specific areas of sidewalk to be removed and replaced will be marked by the City and the manner of this marking will be described to the contractor.

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 or near the intersection of Big Bend Road and Highway 141. The Contractor’s Work must be scheduled and accomplished in stages such that thru traffic is maintained during the Work. 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 Big Bend Road east or west of its intersection with Highway 141 shall be a material breach of this Contract.

II. COMPENSATION

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

Due at the City's final acceptance of the Work: \$3,945.00

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 \$50.00 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.

CROWDER CONSTRUCTION, INC

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR SERVICES AGREEMENT

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

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

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

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

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

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

In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit B**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
Proposal



28 Front Street, Valley Park, MO 63088
O: 636-861-9095 F: 636-861-1283
WWW.CROWDERCONSTRUCTION.NET

September 20, 2022

John Williams
City of Twin Oaks
1381 Big Bend Road
Twin Oaks, MO 63021

Estimate to remove and replace a 5'x8' section, a 5'x5.5' and 2'x4' sections, and a 5'x3' section of street walk at the intersection of Big Bend and Highway 141. The concrete would be saw cut as needed. The new concrete would be 6" thick with steel rebar reinforcement. The concrete would be 4,500 psi mix with fiber mesh reinforcement. Any lawn damage would be graded, seeded, and strawed.

Project total.....\$3,945.00

*Access would be through the gate from the apartment parking lot.

Member BBB with A+ rating ♦ 41 years experience in concrete construction ♦ Fully insured

**Exhibit B
Insurance**

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

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate

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

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

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

Sept. 30, 2022

General Updates

Ace Hardware

- Staff and Mayor Russ Fortune met with the fire marshal for the West County Fire Protection District on Sept. 28 to discuss several issues related to the permits needed for the Ace Hardware project. The City is working with the fire district and Ace to resolve the issues and get the proper permits issued.
- Depending on how these issues are addressed, it may be necessary for Ace to make changes to the approved development plan, which would require a recommendation from the Planning and Zoning Commission and then approval from the Board.

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.

Fall Leaf Pickup

- The City's fall leaf pickups are scheduled for Oct. 18, Nov. 1, Nov. 8, Nov. 15, Nov. 29 and Dec. 6. As in previous years, the City will print and mail a postcard with the dates to residents.

Project Updates

Crescent Ave. Sidewalk

- See the attached status report from BFA for details.

Park Bridge Repair/Replacement

- Staff has reached out to potential contractors recommended by TWM to gauge interest in the project, and we are waiting on responses.

Creek Pond in Twin Oaks Park

- The City is having landscaping contractor LandCare come out to investigate a potential issue with one of the ponds near the stone bridge not properly retaining water.

Boly Lane Centerline

- Topps has discounted the work on the Boly Lane by \$500 as they were not able to use the black mastic material on the smaller cracks.

City of Twin Oaks Weekly Project Status Report

Crescent Ave Sidewalk Improvements

BFA 3497-13A

Status Report Date: 9-26-2022

Overall Status	Active
Recent Activity	Prepare Summary of Inlet Calculations Prepare Cost Estimate for Crescent Road Overlay Capital Planning Meeting and Meeting with Joe Krewson Review Topographic survey Start on Utility Coordination
Upcoming Activity	Work on the topographic survey, utility coordination, and site plan

North Properties: 90 Crescent Ave, 98 Crescent Ave, 2 Golden Oaks Ct

South Properties: 140 Crescent Ave, and 150 Crescent Ave

Public Involvement, Concept Plans, and Cost Estimates

Completed

- Engineering and General Construction Estimate for North and South Properties 9-8-22
- Construction Cost Estimate breakdown for the North and South Properties 9-14-22
- Prepare letter summarizing catch basin sizing calculations for Capital Planning Mtng 9-20-22
- Cost Estimate for Crescent Road overlay and stormwater improvements 9-20-22
- Capital Planning Workshop 9-21-22

Survey, Easements, and Right-of-way

Outstanding

Jan 2023 to April 2023:

- City to contact Utility companies to determine existing easement in the proposed right-of-way
- BFA to prepare summary of existing easement per title report
BFA has drawn the easements in CAD
- Coordinate utility easement relocations, if needed
- Evaluate the Right-of-way exhibits at 2 to 3-feet off the back of sidewalk per City Comments
Note: This will be evaluated after the design is further along
- Add temporary construction easements to the exhibits
- Add stormwater easement to exhibit (90 Crescent)
- Provide preliminary exhibit to City for approval
- Prepare legal descriptions and final exhibit for ORC to negotiate with homeowners.

Stormwater Analysis

Completed

- Preliminary stormwater analysis (Determine drainage area, flow to catch basin, size of catch basin, width of gutter flow) 9-16-22
- Meet with the Krewsons at 90 Crescent Ave 9-21-22
- Determine additional scope and direction after meeting (Rock Swale) 9-21-22

Outstanding

Jan 2022 to Mar 2023:

Preliminary stormwater analysis (Determine size of pipe, velocity of water leaving the pipe, size scour pad or rip-rap apron)

Note: This work will start after the Grading Plan

Prepare Stormwater Report for City file

Design

Outstanding

Oct 2022 to Dec 2023:

Update Topographic Survey to include the South Properties
90% complete

Coordinate Utility relocations with the Utility companies
Started on this

Prepare Preliminary Site Plan for the Full Project

Prepare Preliminary Grading Plan for the Full Project including the Swale at 90 Crescent

Jan 2023 to May 2023

Prepare Erosion and Sediment Control Plans and Details for St. Louis County Review

Jan 2023 to June 2023

Prepare the Preliminary Demolition Plan, Utility Plan, Cover Sheet and Details Sheets.

Finalize the Plans and Specifications

May 2023 to July 2023

Prepare Contract Documents and aid during the bidding process

Notes

Items will be added to the “outstanding” list as needed throughout the process.

The schedule may change due to review durations and unforeseeable conditions.