

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, OCTOBER 19, 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 October 5, 2022
 - b) Bills List from Oct. 1 to Oct. 14, 2022
 - c) Credit Card List from Sept. 1 to Sept. 30, 2022
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Park Committee — Joe Krewson
 - b) Financial Statements — Jeff Blume
- 7) CITIZEN COMMENTS
- 8) NEW BUSINESS
 - a) Resolution No. 2022-24: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH DAVEY TREE EXPERT COMPANY FOR THE REMOVAL OF DEAD TREES IN TWIN OAKS PARK
- 9) DISCUSSION ITEMS
 - a) 2023 Third of July Fireworks Display
 - b) Autumn Leaf Gate to Twin Oaks Park
- 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: individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment (610.021(13) RSMo.).

15) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: October 17, 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, OCTOBER 5, 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 –absent

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 Russ Fortune asked if there were any additions or changes to the Agenda. Mayor Fortune spoke briefly on the success of the Family Fun Day event on October 1, 2022. This event was well attended, and he thanked everyone involved for their work. Mayor Fortune thanked Alderman Dennis Whitmore for running the September 21, 2022 Board of Alderman meeting in his absence. There being no changes, Mayor Fortune asked for a motion to approve the Agenda. Alderman Whitmore so motioned and seconded by Alderman Lisa Eisenhauer. 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 Work Session Minutes from September 21, 2022; Regular Meeting Minutes from September 21, 2022; Closed Meeting Minutes from September 21, 2022; and the Bills list from September 17 through September 30, 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

Police Report: Officer John Wehner introduced the new West Precinct Sergeant, William Garrett, to the Board of Aldermen and Mayor Russ Fortune. Sargent Garrett is excited to be serving the West County area in his new role. Officer Wehner summarized the police activity for the month of September, including radio calls, written reports, traffic stops, crimes and auto accidents.

Officer Wehner announced that the police would be holding a Drug Take Back Event on October 29, 2022 at City Hall from 10 am to 1 pm. City Clerk/Administrator Johnson asked if the Police Department would be supplying informational material to announce this event. Officer Wehner will be checking with the Department to see if there will be promotional material available. Alderman Milne asked for clarification on the reported auto accidents on Meremac Station Road. Officer Wehner answered all questions and confirmed he will have a detailed report at the end of the year regarding the auto accidents in Twin Oaks.

CITIZEN COMMENTS

Bev Lavender was in attendance but had no comments.

NEW BUSINESS

Bill No. 22-23: An Ordinance Amending Twin Oaks Municipal Code Section 210.720 Relating to Obstruction Public Places. City Clerk/Administrator Johnson read the Bill. City Attorney, Paul Roast explained that the proposed changes stem from a lawsuit between University City, the Loop and street musicians. The lawsuit stated that business were made inaccessible due to the street musicians playing on the sidewalks and blocking the store fronts. The Court ruled that the University City's ordinance wasn't clear on what constitutes an obstruction. This amended ordinance will clarify similar language in the Twin Oaks municipal code. Mayor Fortune asked for any questions regarding Bill No. 22-23. Alderman Milne asked if this ordinance would apply to protests. Mr. Roast responded that it could potentially apply in those circumstances. Mayor Fortune requested that City Clerk/Administrator Johnson read the bill a second time. Alderman Whitmore motioned to approve Bill No. 22-23, seconded by Alderman Milne. The motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Whitmore-yea, Alderman Eisenhower-yea, and Alderman Stoeckl-absent. Mayor Fortune stated that Bill No 22-23 being duly passed; becomes Ordinance No 22-23.

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. City Clerk/Administrator Johnson read the resolution. City Clerk/Administrator Johnson stated that this issue was brought to the Boards attention at the previous meeting. There is a section of sidewalk that has become a trip hazard. This section is located on the off ramp onto Big Bend Rd from Highway 141 and is the City of Twin Oaks responsibility to maintain. Mayor Fortune asked for any questions regarding Resolution No. 2022-23. Mayor Fortune asked for a second reading. Alderman Eisenhower motioned to approve Resolution No. 2022-23, seconded by Alderman Whitmore, and the motion passed by a voice vote of three yeas and one absent.

DISCUSSION ITEMS

There were no Discussion Items on the agenda for this meeting.

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 stated that an issue with the permit approval from the West County Fire District for the Ace Hardware development had caused the renovation work to be temporarily halted, but it is close to being resolved. Mayor Fortune thanked City Clerk/Administrator Johnson for his efforts in working with both parties to get the problem addressed. He also reported that the City is still waiting on the state agency that oversees court administration to issue a location code for the Twin Oaks Municipal Court.

MAYOR & ALDERMEN COMMENTS

Mayor Fortune spoke about his recent trip to Canada and thanked the Board for their hard work on the Capital Budget. Mayor Fortune requested the Board consider replacing the existing gate on the service road in the park with a motorized gate. Mayor Fortune noted that the Park staff spend a lot of time opening and closing that gate and thought that an automatic gate would be well received. Following a discussion the Board instructed City Clerk/Administrator Johnson to gather cost for motorized gates and electrical installation for the Board to consider.

Alderman Whitmore mentioned that the urinal in the men's restroom in the Twin Oaks Park was continually running and needs attention to fix the issue. Alderman Whitmore stated that the Autumn Leaf gate isn't closing automatically. Alderman Whitmore asked that Chesterfield Fence Co. be contacted to realign the gate so that it will close. There is a trip hazard on the path around the upper pond that needs to be evaluated. City Clerk/Administrator Johnson will have the Park staff assess this hazard.

Alderman Eisenhower spoke about Family Fun Day and thanked everyone for their hard work. The event was well attended and everyone had a wonderful time. Alderman Eisenhower mentioned that the vendors that were contracted for the bungee jump and bounce houses were wonderful. Having a staff that set up and stayed at the event made everything run smoother than in previous years. City Clerk/Administrator Johnson added that the company, Game World Event Services, were easy to work with from the administrative point of view.

Alderman Milne mentioned that she likes the look of the fence pickets used to block the bridge in the Park. Alderman Milne stated that she has heard from a number of people that like the Autumn Leaf gate being open and suggested that the gate only be used at times to close the Park. Following a discussion the Board is asking the Park Committee to make the determination on if the gate should be open or closed.

FINAL CITIZEN COMMENTS

There were no final citizen comments.

ADJOURNMENT

There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Eisenhower so motioned, seconded by Aldermen Milne and the regular meeting was adjourned at 7:24 pm.

Drafted By: _____
Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

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

Invoice Date:	Invoice #:
10/2/2022	17258

Item	Description	Date	Hours/Qty	Rate	Amount
	General				
TSC/PM	Review bridge report	8/26/2022	0.25	100.00	25.00
TSC/PM	Discuss COW pond with RII	9/20/2022	0.25	100.00	25.00

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

Amount Due This Invoice

\$50.00

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

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

Invoice Date:	Invoice #:
10/2/2022	17436

Item	Description	Date	Hours/Qty	Rate	Amount
TSC/PM	County: Review comments	8/29/2022	0.25	100.00	25.00
TSC/PM	County: Tcon with Frank RE: Comments	8/30/2022	1	100.00	100.00
TSC/PM	Tcon with Frank; notify bidder the project is cancelled.	9/12/2022	1.25	100.00	125.00
TSC/PM	Site visit to check ADA (0.5)	9/13/2022	0.5	100.00	50.00
AJR/Draft	Site Visit	9/13/2022	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

\$330.00

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

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

Invoice Date:	Invoice #:
10/2/2022	17433

Item	Description	Date	Hours/Qty	Rate	Amount
TSC/PM	Status Report (0.25) Stormwater: Discuss drainage areas and MSD with RII; Respond to Wes's questions, review codes and drainage (1.75)	8/29/2022	2	100.00	200.00
TSC/PM	Discuss status report with Frank (0.25); Tcon with Valley Park RE: Crescent Sidewalk Project (0.25)	8/30/2022	0.5	100.00	50.00
WRT/Eng	Use drainage area guidance from TSC, select requirements from MSD for runoff calculations; Draft stormwater summary for drainage and catch basin on Crescent Ave. Email to TSC	9/3/2022	2	100.00	200.00
TSC/PM	Stormwater: Review prel report by Wes; respond and comment (1.25)	9/6/2022	1.25	100.00	125.00
AJR/Draft	Worked on cost estimate.	9/6/2022	3.75	60.00	225.00
TSC/PM	Stormwater: Discuss with Wes	9/7/2022	0.5	100.00	50.00
AJR/Draft	Worked on cost estimate.	9/7/2022	3	60.00	180.00
WRT/Eng	Tcon with TSC regarding first draft on Stormwater memo for Crescent Avenue; update models and memo to remove water believed to go down Golden Oak Ct and resend to TSC.	9/7/2022	1.25	100.00	125.00
TSC/PM	Cost Est: Construction and Engineering to include south properties and inflation; Discuss with Frank	9/8/2022	4.5	100.00	450.00
TSC/PM	Cost Est: Construction for North and South; Go over it with AJR	9/9/2022	1	100.00	100.00
AJR/Draft	Worked on cost estimate and meeting with Tiffany regarding coast estimate	9/9/2022	3.75	60.00	225.00
TSC/PM	Cost Est: Go over cost with AJR	9/12/2022	0.75	100.00	75.00
AJR/Draft	Construction Cost Est: Work on est for full project length. Meeting with Tiffany regarding cost estimate.	9/12/2022	3.75	60.00	225.00
TSC/PM	Meeting with City RE: Crescent Road Repairs and Capital Planning Meeting (0.25) Stormwater: Bucket test with John Williams, DL pics (1.25)	9/13/2022	1.5	100.00	150.00
AJR/Draft	Stormwater: Meeting with City and site visit for stormwater (1.5); Construction Cost Est: Meeting with Tiffany; Working on Cost estimate markups (1.0)	9/13/2022	2.5	60.00	150.00
TSC/PM	Construction Cost Est: Review and send to Frank (1.0) Stormwater: Review Wes's calcs (1.0)	9/14/2022	2	100.00	200.00
TSC/PM	Stormwater: Discuss stormwater with RII (1.75) Topo: Plan review and markups (0.5)	9/15/2022	2.25	100.00	225.00
TSC/PM	Stormwater: Email Frank inlet calc results and sch to meet with Krewsons; emails with Wes (1.5) Status Report; schedule; assign hours; Prep for Capital Planning Meeting (2.75)	9/16/2022	4.25	100.00	425.00

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

Amount Due This Invoice

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

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

Invoice Date:	Invoice #:
10/2/2022	17433

Item	Description	Date	Hours/Qty	Rate	Amount
WRT/Eng	Put together draft memo for TSC to send to City of Twin Oaks regarding SW summary; located example of angled inlets and send kmz file to TSC.	9/17/2022	1	100.00	100.00
TSC/PM	Planning: Review prel letter RE: inlet calcs for Capital Planning Meeting (1.25) Status Report (0.5) Planning/Crescent Rd: Work on cost est for engineering and construction; emails with Frank (0.75) 90 Crescent: Sch Mtng with Krewson (0.25)	9/19/2022	2.75	100.00	275.00
TSC/PM	Planning: Review and submit Inlet Summary Letter; Discuss with RII (0.5) Planning: Crescent Road Overlay Est for Capital Planning Meeting (4.75)	9/20/2022	5.25	100.00	525.00
AJR/Draft	Planning: Gather documents for Krewson and Capital Planning Meeting. Meeting with Tiffany to go over project and documents for meeting.	9/20/2022	0.75	60.00	45.00
TSC/PM	Prep for Meetings (3.5); Meeting Prep with Frank for Krewsons (1.0); Meeting with Krewson (1.5); Meeting Prep with Frank for Workshop (0.5); Board Workshop RE: Capital Improvements (1.5); Site Visit to Crescent Road to evaluate stormwater during the rain (0.5); Half Travel (1.0)	9/21/2022	10.5	100.00	1,050.00
AJR/Draft	Prep for city meeting and getting Near map from Craig (1.25); Half Meeting Prep with Frank for Krewsons (0.5); Meeting with Krewson and site photos (1.5); Half Meeting Prep with Frank for Workshop (0.25); Half Board Workshop RE: Capital Improvements (0.75); Site Visit to Crescent Road to evaluate stormwater during the rain. Half Travel (1.0)	9/21/2022	5.25	60.00	315.00
TSC/PM	Tcon with Frank RE: Krewson and timeline / Go over project task with AJR	9/22/2022	0.5	100.00	50.00
AJR/Draft	Download photos; rotate; review ; Phone call with Tiffany and Frank regarding next steps on project	9/22/2022	1.5	60.00	90.00
TSC/PM	Topo: Go over topo markups with AJR (0.25); Review Meeting notes, create task (0.75)	9/23/2022	1	100.00	100.00
AJR/Draft	Meeting with Tiffany regarding topographic survey markups.	9/23/2022	0.25	60.00	15.00
AJR/Draft	Gathered utility information for Lizzy	9/25/2022	0.25	60.00	15.00
TSC/PM	Status Report (0.5); Assign Tasks, Budget (1.5)	9/26/2022	2	100.00	200.00
AJR/Draft	Utilities: Discuss with AJR and ARH (0.25) Creating Topographic Survey markups for Katya.	9/26/2022	6.75	60.00	405.00

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

Amount Due This Invoice

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

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

Invoice Date:	Invoice #:
10/2/2022	17433

Item	Description	Date	Hours/Qty	Rate	Amount
TSC/PM	Topo: Go over topographic survey markups with AJR (0.75)	9/27/2022	1	100.00	100.00
AJR/Draft	Utility: Go over Utility coordination with Lizzy and AJR (0.25) Gathered Utility information and example emails for utility coordination for Lizzie. Meeting with Tiffany regarding project status and going over markups. Creating Topographic Survey Markups. Responding to Lizzy's draft email to utility companies.	9/27/2022	3.5	60.00	210.00
ERQ/Drafter	Create draft email for the Telephone and highlight telephone lines Meeting with Tiffany and Angelica to go over Utilities coordination	9/27/2022	1.5	40.00	60.00
TSC/PM	Topo: Go over topo with AJR and KNK	9/28/2022	0.5	100.00	50.00
AJR/Draft	Meeting with Tiffany and Katya to go over Topo markups. Went over utility coordination email and plan sheets with Lizzy.	9/28/2022	0.5	60.00	30.00
KNK/Draft	Work on markups for Topographic Survey TS-1 and TS-2.	9/28/2022	7.25	40.00	290.00
ERQ/Drafter	Write email to Danny Gray about Telephone Utilities Start new Topo with highlight for electric and finish markups Start a new Topo for Gas.	9/28/2022	1.5	40.00	60.00
TSC/PM	Utility Coord: Go over plan highlights with Lizzy (0.25)	9/29/2022	0.25	100.00	25.00
AJR/Draft	Reviewed Lizzie's plans for utility coordination.	9/29/2022	0.25	60.00	15.00
ERQ/Drafter	Finish highlights for Utilities Communications. Start emails to go to the other utilities.	9/29/2022	2.75	40.00	110.00
AJR/Draft	Email markups to Lizzy regarding utility coordination	9/30/2022	0.25	60.00	15.00
ERQ/Drafter	Revise highlights using Angelica's markups. Finish email drafts.	9/30/2022	0.75	40.00	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 **\$7,560.00**

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

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

Invoice Date:	Invoice #:
10/2/2022	17434

Item	Description	Date	Hours/Qty	Rate	Amount
TSC/PM	Emails with Aaron RE: existing easements; Review title work and existing easements	8/30/2022	1.25	100.00	125.00
TSC/PM	Emails Aaron RE: waterline easement; review and file easement received	9/6/2022	1	100.00	100.00
ACW/Draft	Start working on easement exhibits for 140 Crescent Ave. Add in easements for all (5) properties, e-mail CAD file to Tiffany, call to explain easements.	9/6/2022	3	80.00	240.00

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

Amount Due This Invoice

\$465.00

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

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

Invoice Date:	Invoice #:
10/2/2022	17435

Item	Description	Date	Hours/Qty	Rate	Amount
TSC/PM	Discuss Bid Opening with AJR	9/12/2022	0.25	100.00	25.00
TSC/PM	Bid Opening (0.25); Half Travel (1.0); Discuss Bid Opening with AJR (0.25)	9/13/2022	1.5	100.00	150.00
AJR/Draft	Prepare for bid opening (1.0); Bid Opening and half travel (1.25)	9/13/2022	2.25	60.00	135.00
TSC/PM	Bid forms: Tcon with Frank; scan, review and send copy to Frank	9/14/2022	0.5	100.00	50.00
AJR/Draft	Mtng with Tiffany regarding Bidder information and post-bid opening task (0.25)	9/14/2022	1	60.00	60.00
	Worked on post-bid opening tasks (0.75)				
TSC/PM	Discuss bid submittal with AJR (0.25)	9/15/2022	0.25	100.00	25.00
AJR/Draft	Bid Submittal Checklist: Meeting with Tiffany; Worked on checklist; email to Frank	9/15/2022	0.75	60.00	45.00
TSC/PM	Review Bid Package Checklist (0.25)	9/16/2022	0.25	100.00	25.00
TSC/PM	Tcon with Frank RE: Bid Award	9/22/2022	0.25	100.00	25.00
AJR/Draft	Bid Award: Phone call with Tiffany and Frank regarding next steps on project after Board Approval.	9/22/2022	0.25	60.00	15.00
TSC/PM	Look up Contractor Contact info and email Frank	9/23/2022	0.25	100.00	25.00

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

Amount Due This Invoice

\$580.00

103 Elm Street
Washington, MO 63090



Invoice

636.239.4751
www.bfaeng.com

Bill To:
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-10/Quinette Drive

Invoice Date:	Invoice #:
10/2/2022	17432

Item	Description	Date	Hours/Qty	Rate	Amount
TSC/PM	Quinette: Maintenance with Frank; Email documents to RII for review	8/30/2022	0.5	100.00	50.00
TSC/PM	Quinette: Review docs RE: Maintenance	8/31/2022	0.25	100.00	25.00
TSC/PM	Quinette: Discuss ROW ownership with Ray and Frank	9/14/2022	0.5	100.00	50.00

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

\$125.00

Credit Card List
September 1, 2022 to September 30, 2022

Date	Name	Memo/Description	Amount
9/1/2022	Amazon	herbicide order-Sldgehammer	69.57
9/1/2022	Petromart	fuel for truck	44.97
9/2/2022	Quickbooks	Monthly Fee-reaccuring fee for accounting program	85.00
9/3/2022	Zoom	Monthly Fee-reaccuring fee for zoom	14.99
9/12/2022	Schnucks	AAA batteries	11.24
9/12/2022	Lowes	hose bibb	6.98
9/13/2022	Cool Times	national night out event	300.00
9/19/2022	Stonegate Auto Parts	battery for truck	152.48
9/20/2022	Dobbs	oil change for the Twin Oaks truck	82.32
9/21/2022	Sam's	supplies for City Hall and Twin Oaks Park	412.88
9/21/2022	Lowes	fence pickets for the bridge	65.48
9/22/2022	Sam's	Family Fun Day-drink & chips for 600	421.48
9/22/2022	Adobe	Monthly Fee-reaccuring fee for computer program	14.99
9/23/2022	Valley Park Elevator	black top patch and JB weld	35.57
9/23/2022	Fish Window Cleaning	outside window cleaning on 9-23-22	165.00
9/25/2022	Petromart	fuel for truck	85.00
9/28/2022	St. Louis County - Public Works	Commercial Occupancy inspection for Nail Time	126.00
		Alderman	
		Alderman	



Account Summary

Billing Cycle		09/30/2022
Days In Billing Cycle		30
Previous Balance		\$1,150.67
Purchases	+	\$2,093.95
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$34.29-
Payments	-	\$1,150.67-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$2,059.66

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$7,940.34
Available Cash	\$7,940.34
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

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

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

Payment Summary

NEW BALANCE	\$2,059.66
MINIMUM PAYMENT	\$52.00
PAYMENT DUE DATE	10/25/2022

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 \$1,150.67-

Trans Date	Post Date	Reference Number	Transaction Description	Amount
09/14	09/14	3102534	INTERNET PMT-THANK YOU	\$1,150.67-

Cardholder Account Summary

FEE ACCT 00000877-010000 ##### 1768	Payments & Other Credits	Purchases & Other Charges	Cash Advances	Total Activity
	\$11.79-	\$0.00	\$0.00	\$11.79-

Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/31	09/01		74142962208000000003520	REBATE CREDIT	\$11.79-

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

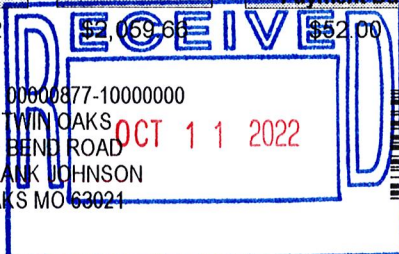
Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
09/30/22	\$2,059.66	\$52.00	10/25/22

\$

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



29981

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 \$240.98	Cash Advances \$0.00	Total Activity \$240.98
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
09/01	09/02	PBUS03	24692162244105766193845	INTUIT *QBooks Online CL.INTUIT.COM CA	\$85.00 ✓
09/03	09/04	PBUS03	24011342246000046165632	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$14.99 ✓
09/21	09/22	PBUS03	24943002264700514921255	ADOBE ACROPRO SUBS 408-536-6000 CA	\$14.99 ✓
09/28	09/29	PBUS03	24431062272200344600578	STLC-PUBLIC WORKS 314-615-3212 MO	\$126.00 ✓

Cardholder Account Summary					
JOHN WILLIAMS #### #### #### 1792		Payments & Other Credits \$22.50-	Purchases & Other Charges \$484.04	Cash Advances \$0.00	Total Activity \$461.54
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/31	09/01	PBUS03	24034542243003588378945	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$44.97 ✓
09/12	09/13	PBUS03	24692162255103984805825	LOWES #01503* BALLWIN MO	\$6.98 ✓
09/12	09/13	PBUS03	24445002256000682849674	SCHNUCKS TWIN OAKS BALLWIN MO	\$11.24 ✓
09/19	09/20	PBUS03	24137462263600137631351	DOBBS TIRE #16 TREE TOP MANCHESTER MO	\$82.32 ✓
09/19	09/21	PBUS03	24701772263801801037184	STONEGATE AUTO PARTS 636-2253320 MO	\$152.48 ✓
09/21	09/22	PBUS03	24692162264100434249728	LOWES #01503* BALLWIN MO	\$65.48 ✓
09/20	09/22		74701772264806301081636	CREDIT VOUCHER STONEGATE AUTO PARTS VALLEY PARK MO	\$22.50 ✓
09/23	09/25	PBUS03	24323042266045300055106	VALLEY PARK ELEVATOR VALLEY PARK MO	\$35.57 ✓
09/26	09/27	PBUS03	24034542269002994776212	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$85.00 ✓

Cardholder Account Summary					
PAULA DRIES #### #### #### 0740		Payments & Other Credits \$0.00	Purchases & Other Charges \$1,368.93	Cash Advances \$0.00	Total Activity \$1,368.93
Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/31	09/01	PBUS03	24431062244083327618097	AMZN MKTP US*1V4N89QB1 AM AMZN.COM/BILL WA	\$69.57 ✓
09/14	09/15	PBUS03	24055222258286466600010	COOL TIMES ST. LOUIS MO	\$300.00 ✓
09/22	09/25	PBUS03	24226382266370334459100	SAMSLUB.COM 888-746-7726 AR	\$412.88 ✓
09/23	09/26	PBUS03	24226382268370336973775	SAMSLUB.COM 888-746-7726 AR	\$421.48 ✓
09/27	09/29	PBUS03	24498132271017022824565	FISH WINDOW CLEANING 636-779-1500 MO	\$165.00 ✓

Additional Information About Your Account

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

Finance Charge Summary / Plan Level Information

Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PBUS03 001	PURCHASE	E	\$0.00	0.04312%(D)	15.7400%(V)	\$0.00	\$0.00	0.0000%	\$2,059.66
Cash									
CBUS01 001	CASH	A	\$0.00	0.07052%(D)	25.7400%(V)	\$0.00	\$0.00	0.0000%	\$0.00
* Periodic Rate (M)=Monthly (D)=Daily							Days In Billing Cycle: 30		
** 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 NINE
MONTHS ENDED SEPTEMBER 30,
2022 AND SEPTEMBER 30, 2021**

City of Twin Oaks
Balance Sheets
September 30, 2022 and 2021

	2022	2021
ASSETS		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 36,381	\$ 37,897
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	-	10,490
9-112.1 Enterprise Bank- General Checking 5732	100,490	101,157
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	1,363,072	784,712
9-112.3 Enterprise Bank - Special Account 5765	59,870	59,836
9-112.4 Enterprise Bank - Debt Service Retirement 6108	-	175,063
9-116 US Bank Municipal Court Receipting Account		
9-122.2 CD Meramec Valley .5987 9/8/19	-	116,229
9-128 Escrow Deposits Payable	(5,000)	(5,000)
9-129 Accrued Interest	88	88
Total Bank Accounts	1,555,137	1,280,708
9-130 Accounts Receivable	75	75
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	\$ 1,819,507	\$ 1,541,127
LIABILITIES AND FUND BALANCES		
Liabilities		
9-200 Accounts Payable	\$ 19,138	\$ 13,012
9-210 MVB Credit MasterCard	191	191
9-210.1 Enterprise Bank Credit Card	2,372	5,339
1-201 Accounts Payable - Cap Improve	659	5,341
1-281.1 Deferred property tax revenue - Negative Receipt	-	661
2-201 Accounts Payable - Parks	6,274	5,174
2-240 Park Reservation Deposits	1,900	2,100
9-201 Accounts Payable - GF	4,731	14,605
9-233 LAGER Liability	893	(187)
9-239 Accrued Payroll	8,952	8,883
9-240 Community Room Deposits	815	470
9-281 Deferred property tax revenue-Annual Assesment	5,998	5,998
9-281.1 Deferred property tax revenue-Negative Receipts	-	2,993
9-283 Deferred Income - ARPA Grant	385	39,954
Total Liabilities	52,308	104,534
Fund Balances		
1-301 Road Fund Balance	591	591
2-301 Park & Storm Fund Balance	262,946	262,946
3-301 Sewer Lateral Fund Balance	65,448	65,448
4-301 Cap Impr Fund Balance	590,701	590,701
9-301 General Fund Balance	517,744	351,022
9-302 General Fund - Debt Sinking Fund	-	166,722
9-390 Retained Earnings	152,007	5
Net Revenues and Changes in Fund Balances	177,762	(843)
Total Fund Balances	1,767,199	1,436,592
TOTAL LIABILITIES AND FUND BALANCES	\$ 1,819,507	\$ 1,541,127

CITY OF TWIN OAKS, MISSOURI
STATEMENTS OF REVENUES AND EXPENDITURES, FUND BALANCE AND CHANGE IN FUND BALANCE
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2022 AND SEPTEMBER 30, 2021

	SEPTEMBER 30, 2022								SEPTEMBER 30, 2021		
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE	
										FAV / (UNFAV)	
									Amount	%	
REVENUES RECEIVED											
Sales Taxes	\$ -	\$ 210,060	\$ -	\$ 247,129	\$ 433,533	\$ 890,722	\$ 978,100	91 %	\$ 737,006	\$ 153,716	21 %
Property Taxes	-	-	8,994	-	30,710	39,704	69,600	57 %	49,506	(9,803)	(20)%
Intergovernmental Taxes	-	-	8,958	-	14,189	23,147	27,400	84 %	20,294	2,853	14 %
Licenses, Permits & Fees	1,137	-	-	-	105,147	106,284	106,200	100 %	99,922	6,362	6 %
Grants	-	-	-	-	-	-	40,000	-	-	-	-
Miscellaneous Revenue	-	-	-	3,200	41,083	44,283	6,000	738 %	4,368	39,915	914 %
Interest Income	38	-	-	-	2,139	2,177	500	435 %	1,293	884	68 %
	1,175	210,060	17,952	250,329	626,801	1,106,316	1,227,800	90 %	912,389	193,927	21 %
EXPENDITURES PAID											
Personnel Services	-	-	40,711	27,692	128,118	196,521	273,400	72 %	189,098	(7,423)	(4)%
Administrative	-	-	-	-	97,827	97,827	118,800	82 %	90,858	(6,969)	(8)%
Operating	6,470	-	67,795	88,808	49,903	212,977	260,100	82 %	179,516	(33,460)	(19)%
Contractual	-	-	-	-	61,207	61,207	85,000	72 %	65,158	3,950	6 %
Police	-	-	-	-	106,625	106,625	140,900	76 %	103,256	(3,369)	(3)%
Lease	-	-	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	5,694	25,227	-	30,921	51,000	61 %	47,764	16,843	35 %
Debt Service	-	142,786	-	-	-	142,786	142,800	100 %	142,786	-	-
Capital additions											
Stormwater	-	-	-	-	-	-	-	-	3,195	3,195	100 %
Other	-	4,416	23,494	50,759	-	78,669	100,500	78 %	91,601	12,932	14 %
Total	6,470	147,202	137,694	192,487	444,701	928,554	1,172,500	79 %	913,232	(15,322)	(2)%
Excess (deficiency) of revenues over (under) expenditures	(5,295)	62,858	(119,743)	57,842	182,100	177,762	55,300	321 %	(843)	178,605	(21,184)%
OTHER SOURCES(USES) OF FUNDS											
Transfers	-	(141,143)	119,743	(42,900)	64,300	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(5,295)	(78,285)	0	14,942	246,400	177,762	55,300	321 %	(843)	\$ 178,605	(21,184)%
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	\$ 44,133	\$ 580,325	\$ 3,546	\$ 342,693	\$ 796,487	\$ 1,767,184	\$ 1,644,722		\$ 1,436,583		
CHANGE IN FUND BALANCE											
Budget	300	(127,600)	-	21,500	161,100	55,300					
Actual Over/(Under) Budget	\$ (5,595)	\$ 49,315	\$ 0	\$ (6,558)	\$ 85,300	\$ 122,462					

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 - SEPTEMBER 30, 2022						
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 210,060	\$ -	\$ 247,129	\$ 433,533	\$ 890,722
Property Taxes	-	-	8,994	-	30,710	39,704
Intergovernmental Taxes	-	-	8,958	-	14,189	23,147
Licenses, Permits & Fees	1,137	-	-	-	105,147	106,284
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	3,200	41,083	44,283
Interest Income	38	-	-	-	2,139	2,177
	1,175	210,060	17,952	250,329	626,801	1,106,316
EXPENDITURES PAID						
Court	-	-	-	-	1,021	1,021
Personnel Services	-	-	40,711	27,692	128,118	196,521
Administrative	-	-	-	-	97,827	97,827
Operating	6,470	-	67,795	88,808	49,903	212,977
Contractual	-	-	-	-	61,207	61,207
Police	-	-	-	-	106,625	106,625
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	5,694	25,227	-	30,921
Debt Service	-	142,786	-	-	-	142,786
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	4,416	23,494	50,759	-	78,669
Total	6,470	147,202	137,694	192,487	443,681	927,533
Excess (deficiency) of revenues over (under) expenditures	(5,295)	62,858	(119,743)	57,842	183,121	178,783
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(5,295)	62,858	(119,743)	57,842	183,121	178,783
FUND BALANCE -						
Beginning of Year	49,428	658,610	3,546	327,751	550,087	1,589,422
End of Period	\$ 44,133	\$ 721,468	\$ (116,197)	\$ 385,593	\$ 733,208	\$ 1,768,205
CHANGE IN FUND BALANCE						
Budget	300	(127,600)	-	21,500	161,100	55,300
Actual Over/(Under) Budget	(5,595)	190,458	(119,743)	36,342	22,021	123,483

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

ACTUAL - SEPTEMBER 30, 2021						
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 174,110	\$ -	\$ 204,835	\$ 358,061	\$ 737,006
Property Taxes	-	-	13,907	-	35,599	49,506
Intergovernmental Taxes	-	-	7,788	-	12,506	20,294
Licenses, Permits & Fees	1,746	-	-	-	98,175	99,922
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	3,750	618	4,368
Interest Income	34	-	-	-	1,259	1,293
	1,780	174,110	21,695	208,585	506,218	912,389
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	38,474	26,161	124,463	189,098
Administrative	-	-	-	-	90,858	90,858
Operating	20,943	-	65,799	37,096	55,679	179,516
Contractual	-	-	-	-	65,158	65,158
Police	-	-	-	-	103,256	103,256
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	13,444	34,320	-	47,764
Debt Service	-	142,786	-	-	-	142,786
Capital additions						
Stormwater	-	-	-	3,195	-	3,195
Other	-	26,883	37,736	26,982	-	91,601
Total	20,943	169,669	155,453	127,754	439,414	913,232
Excess (deficiency) of revenues over (under) expenditures	(19,162)	4,441	(133,757)	80,831	66,804	(843)
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(19,162)	4,441	(133,757)	80,831	66,804	(843)
FUND BALANCE -						
Beginning of Year	65,448	590,701	587	262,946	517,744	1,437,426
End of Period	\$ 46,286	\$ 595,142	\$ (133,170)	\$ 343,777	\$ 584,548	\$ 1,436,583
CHANGE IN FUND BALANCE						
Budget						
Actual Over/(Under) Budget						

RESOLUTION NO. 2022-24

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH DAVEY TREE EXPERT COMPANY FOR THE
REMOVAL OF DEAD TREES IN TWIN OAKS PARK.**

**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 Davey Tree Expert Company for services relating to the of seventeen (17) dead trees in an area of Twin Oaks Park, 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 19th 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

Exhibit 1

Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and The Davey Tree Expert Company, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 6264 Lemay Ferry Rd.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for the removal and stump cutting of seventeen (17) dead trees from an area in Twin Oaks Park, 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: *Removal of Dead Trees — Twin Oaks Park*.

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 trees to be removed 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. COMPENSATION

Upon completion of the Work to the satisfaction of the City, and within thirty days (30) days of final written invoice by the Contractor, the City hereby agrees to pay the Contractor an amount not to exceed \$10,800.00 for the Work as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Work.

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 \$200.00 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.

The Davey Tree Expert Company

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR SERVICES AGREEMENT

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

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

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

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

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

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

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

CITY OF TWIN OAKS REQUEST FOR PROPOSALS

TREE REMOVAL SERVICES

General Information and Scope of Services

The City of Twin Oaks (the “City”) is currently soliciting bids for the removal of approximately 17 dead trees from an area within Twin Oaks Park. The trees are located in a wooded area that surrounds a clearing, see attachment 1 for the approximate location. The specific trees to be removed will be identified by the City of Twin Oaks with paint or other markings. The removal of the trees will occur before December 31, 2022.

General Instructions

The City is requesting proposals from qualified landscaping companies. The City will not, nor is there any expressed or implied obligation for the City, to reimburse responding companies for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, companies submitting proposals may be requested to meet in person with the City’s maintenance supervisor to discuss the specific areas to be mulched.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the company.

Submission of Proposals

Sealed bids shall be provided to City Clerk Frank Johnson by **October 3, 2022 before 3:00 p.m.** at Twin Oaks Town Hall located at 1381 Big Bend Road, Twin Oaks, MO 63021, and will thereafter be publicly opened and read aloud. An envelope sealed and marked “Park Tree Removal Services Proposal” with two (2) copies of your proposal should be received on or before the date and time specified above.

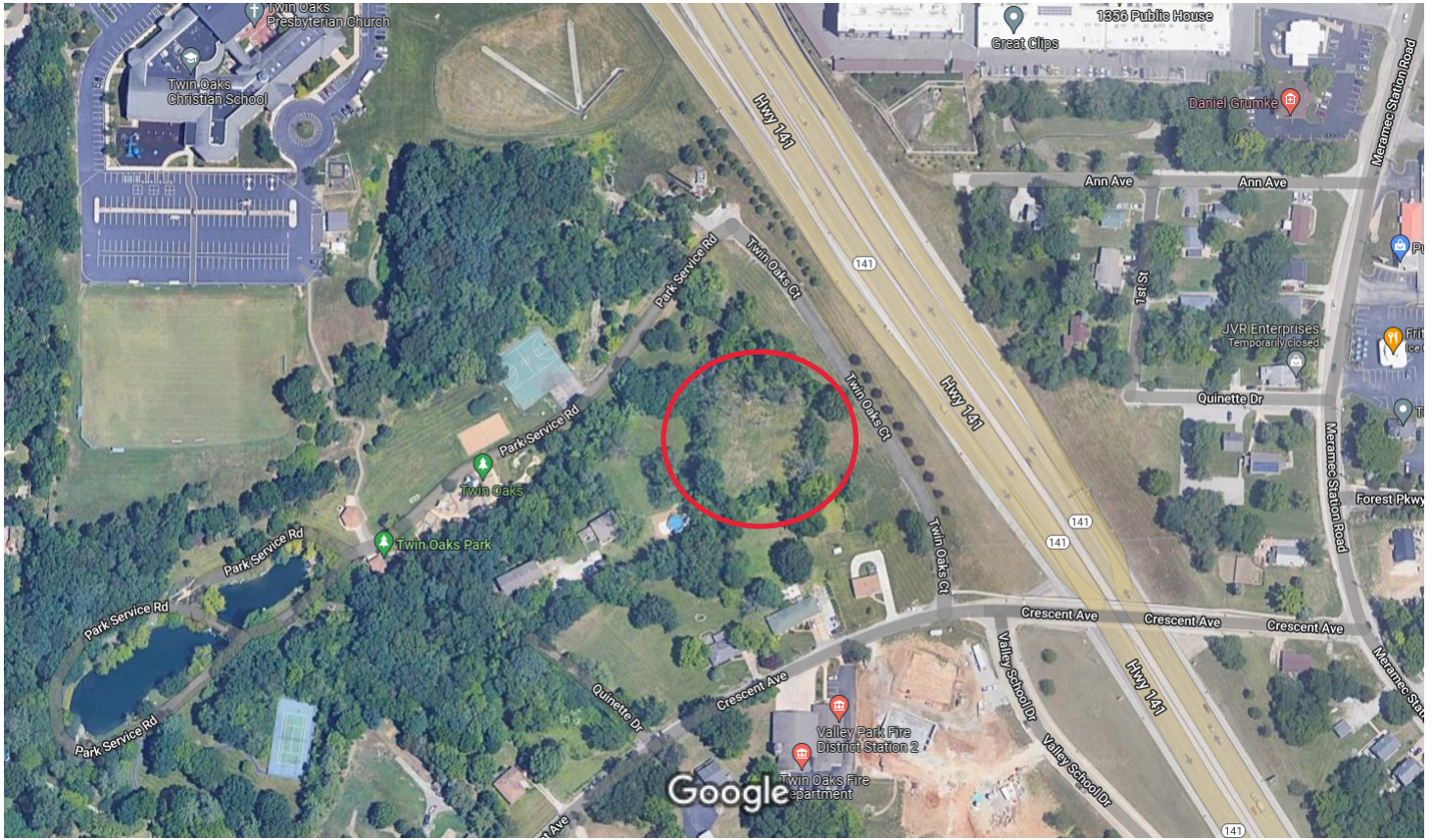
Evaluation and Award of Contract

If you desire any additional information or clarification on this proposal request, please contact City Clerk Frank Johnson at 636-225-7873, or fjohnson@cityoftwinoaks.com.

Right to Reject Bids.

The City intends to award a contract based on the bid that, in the City’s sole discretion, is the best, lowest, and most responsive bid that best meets the interests and requirements of the City. The City reserves the right in the City’s sole discretion to reject any and all bids, to waive technicalities or deficiencies in any or all bids, to negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation. The City reserves the right not to open a sole bid.

Attachment 1



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2022 100 ft

**Bid Proposal Form
Tree Removal Services
2022
CITY OF TWIN OAKS**

Name of Company Submitting Bid: The Davey Tree Expert Company

Name of Person Submitting Bid: Greg Wilson

Address: 954 Des Peres Ave.
St. Louis, MO 63119

Telephone Number: (314) 369-0302

Email: greg.wilson@davey.com

2022 Tree Removal Services					
Item No.	Description	Units	Quantity	Unit Price	Total
1	Stump cut dead tree and haul away debris.	EA	17	\$635.29	\$10,800
<i>Total Charges for Tree Removal Services</i>					\$10,800

Greg Wilson
Signature

10/03/2022
Date

**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.



Frank Johnson <fjohnson@cityoftwinoaks.com>

Contract for Fireworks

Kevin Wischmeyer <kwischmeyer@jandmdisplays.com>

Tue, Oct 11, 2022 at 10:34 AM

To: Frank Johnson <fjohnson@cityoftwinoaks.com>, James Oetken <jude@jandmdisplays.com>

Frank,

Per the City of Twin Oaks request I have sent a proposal for next year. Our pricing has not gone down, in fact there has been some increases from some of our suppliers. We are willing to work with the city again on pricing. I have sent the same proposal as we did this year. If the City of Twin Oaks is willing to increase the budget to \$30,000 we are willing to give the \$6,600 in free for advertising fireworks again. I hope we can come up with an agreement. We have been working with the City of Twin Oaks for a long time. Please let me know if you have any questions.

Kind Regards

Kevin

On Wed, Mar 30, 2022 at 2:41 PM Frank Johnson
<fjohnson@cityoftwinoaks.com> wrote:

>

[Quoted text hidden]

--

Kevin Wischmeyer

J&M Displays

9555 State Rd. Y

Dittmer Mo 63023

Office 636-274-7015

Cell 314-974-7967

**jandmdisplaysfireworksproposal (21).pdf**

196K



J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

Opening

Multi-shell Barrage Units

Quantity Name Rising Effect

- 2 Quick salute with 1 color 49 shot
- 2 Red white and blue scenery 300 shot I shape (straight)

Category Shell Count: 698

Section Shell Count: 698

Flight 1

Multi-shell Barrage Units

Quantity Name Rising Effect

- 1 Gold willow with blue mine to big gold willow 140 shot fan cake

Category Shell Count: 140

3 Inch Color Shells

Quantity Name Rising Effect

- 6 Glittering willow
- 6 Glittering willow waterfall
- 8 Silver nishiki kamuro

Category Shell Count: 20

4 Inch Color Shells

Quantity Name Rising Effect

- 8 Glittering willow waterfall

Category Shell Count: 8

Section Shell Count: 168

Flight 2

3 Inch Special Effect Shells

Quantity Name Rising Effect

- 3 Gold Strobe
- 3 Green strobe
- 3 Red strobe

Category Shell Count: 9

4 Inch Special Effect shells

Quantity Name Rising Effect

- 2 Gold Strobe

Category Shell Count: 2

Section Shell Count: 11

Main Event



J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	V shape candle bundle 300 shot - Assorted colors	
Category Shell Count: 600		

3 Inch Color Shells

Quantity	Name	Rising Effect
4	Cycas assorted	
2	Orange crossette	
2	Reddish gamboge to magenta chrys	
4	Varigated peony to crackling	
2	Assortment C of 20 J&M Brand shells ELECTRIC FIRE	
2	Assortment P of 10 pairs (20 shells) of J&M Brand shells	
2	Assortment Q of 20 different J&M Brand Shells ELECTRIC FIRE	
2	Assortment S of 10 pairs (20 shells) of J&M Brand shells (Low fallout)	
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	
2	Assortment W of 20 different J&M Brand shells ELECTRIC FIRE	
1	Assortment Y of 10 pairs of 3" J&M shells ELECTRIC FIRE (Low fallout)	
Category Shell Count: 272		

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
3	Orange Strobe	
3	White strobe	
Category Shell Count: 6		

4 Inch Color Shells

Quantity	Name	Rising Effect
4	Assortment M of 10 Pairs (20 shells) of J&M Brand shells ELECTRIC FIRE	
4	Assortment U of 10 pairs of different (20 shells) J&M Brand shells ELECTRIC FIRE	
4	Assortment L of 20 different J&M Brand Shells ELECTRIC FIRE	
4	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	
Category Shell Count: 320		

4 Inch Special Effect shells

Quantity	Name	Rising Effect
2	Blue ghost peony	
2	Lemon Glitter with Blue Chry	
3	Tourbillion with reports with red and blue Stars	
Category Shell Count: 7		

Section Shell Count: 1205

Finales



J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

Finales

3 Inch Finales

Quantity	Name	Rising Effect
6	Mixed color peony 10 Shot finale chain	

Category Shell Count: 60

4 Inch Finales

Quantity	Name	Rising Effect
9	Color dahlia 8 shot finale chain	
6	Red white and blue dahlia 8 shot finale chain	
6	Red white and blue peony 8 shot finale chain	

Category Shell Count: 168
Section Shell Count: 228

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Rainbow crossette 100 shot Z shape	

Category Shell Count: 100

3 Inch Color Shells

Quantity	Name	Rising Effect
2	Double Crackle	
2	Gold Palm with crackling pistil	
4	Golden wave to variegated	
4	Kamuro Chrysanthemum	
2	Red gamboge to variegated	
2	Red peony	
7	Silver palm tree with big silver tail	
6	White strobe with red dahlia	
2	White to crackling	

Category Shell Count: 31

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
4	Heart Pattern Red to crackle	
2	Blue stars and whistle (cylinder)	
2	Orange with silver serpents (cylinder)	
2	Red and blue with silver serpents (cylinder)	
2	Red and blue with whistles (cylinder)	
2	Red with whistles (cylinder)	

Category Shell Count: 14
Section Shell Count: 145

Free for Advertising



J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

Free for Advertising

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Three layer mine 130 shot fan cake	

Category Shell Count: 130

Ignition Items

Quantity	Name	Rising Effect
380	Igniter 3 meter leads	
380	Igniter 4 meter leads	
60	Igniter 5 meter leads	

Category Shell Count: 0

2.5 Inch Finales

Quantity	Name	Rising Effect
10	5 Salute with 5 gold willows 10 Shot finale chain	

Category Shell Count: 100

3 Inch Color Shells

Quantity	Name	Rising Effect
6	Color dahlia with silver strobe (Three color)	
2	Golden strobe willow	

Category Shell Count: 8

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
3	Screaming with color moving star (red and white)	

Category Shell Count: 3

3 Inch Finales

Quantity	Name	Rising Effect
6	Red salute and blue dahlia 10 Shot finale chain	
4	Wave shell 10 Shot finale chain	

Category Shell Count: 100

4 Inch Special Effect shells

Quantity	Name	Rising Effect
3	Var. color flower sheets	
12	Golden wave to Green flying dragon	
1	Tourbillions withreport (double ring) with lemon and violet center ELECTRIC FIRE ONLY (cylinder)	

Category Shell Count: 16
Section Shell Count: 357

15% Free for Multiple Year Agreement



J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	600 Shot Colored stars S shape	

Category Shell Count: 1200

3 Inch Color Shells

Quantity	Name	Rising Effect
2	Blue to crackling	
4	Crossette assorted	

Category Shell Count: 6

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
3	Lemon strobe	
2	Pink and lemon with silver serpents (cylinder)	
2	Purple and orange with silver serpents (cylinder)	
2	Red and Blue Tail Thunder to Crackling Rain	
2	Red and blue with artillery (cylinder)	

Category Shell Count: 11

4 Inch Color Shells

Quantity	Name	Rising Effect
4	Crossette assorted	
2	Lemon and pink ring with crackling pistils	
3	White strobe and red dahlia	

Category Shell Count: 9

4 Inch Special Effect shells

Quantity	Name	Rising Effect
2	Ghost Blue peony	
2	Ghost Red peony	
2	Hummer & Report (Cyl)	
3	Red and blue with whistles (cylinder)	
2	Skyblue Jellyfish	
3	Diamond screamer and red tailed thunder	

Category Shell Count: 14

Section Shell Count: 1240



J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: **\$30,000.00**

Total Shot Count: 4052

Packing Check: 1083

Date of Display: 07/03/23

Customer Number: 10896

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

Same Shell count as 2021, Price was \$37,000 with new 2022 pricing. Jim gave the City \$6604 in free fireworks to bring price to \$30,000. Show will be the same in 2023 also. Price may decrease in 2023 if shipping prices come down.

City of Twin Oaks, Missouri
SECOND AMENDMENT TO
SERVICES CONTRACT
- FIREWORKS DISPLAY -

THIS SECOND AMENDMENT TO THE SERVICES AGREEMENT, made and effective as of April 13, 2022, by and between the **City of Twin Oaks** ("City"), and J&M Displays, Inc., ("J&M" or "Contractor") (the "Second Amended Contract") is entered by the parties under the terms stated herein.

WHEREAS, after seeking bids for technical and cost proposals from qualified bidders for aerial firework display services on October 28, 2019, for an initial term of one-year, with options to renew for two additional years for the City's annual Independence Day celebration, the City contracted with J&M to provide the fireworks display on July 3, 2020, at a cost of \$26,000 and which included an option for two additional years at the same level of display and price; and,

WHEREAS, the Services Contract, dated December 6, 2019, was approved by the Board of Aldermen by Resolution 2019-24 (the "Contract"); and,

WHEREAS, after the City paid \$26,000 for the 2020 fireworks display but before J&M could perform the initial term of the Contract, the various states of emergencies, stay-at-home orders, social distancing requirements resulting from the COVID-19 pandemic caused the cancellation of the 2020 fireworks display;

WHEREAS, on June 19, 2020, the Parties executed the First Amendment to Services Contract ("First Amended Contract" approved by approved by the Board of Aldermen by Resolution 2019-24) postponing the 2020 fireworks display until 2021 and extending the two (2) option years to 2022 and 2023 for the same show at the same price of \$26,000 per show for each option year; and,

WHEREAS, J&M now has requested that the Parties reform the contract to increase the price of the fireworks display because of circumstances purportedly related to supply and other issues that have increased Contractor's costs for fulfilling the terms of the agreement; and,

WHEREAS, the Parties wish to amend the Contract to reflect a one-time price increase for the 2022 option, but with the 2023 show remaining at the \$26,000 price; and,

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth in the this Second Amended Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Contract is amended as follows:

Amendment 1. Subsection B (Option Years) of Section III, Compensation, of the First Amended Contract is amended to replace Subsection B in its entirety so that it now reads as follows:

III. COMPENSATION

* * *

B. Option Years.

(1) For option year 2022 only, the City agrees to pay the Contractor a total of **\$30,000** as full compensation for the complete and satisfactory performance of the contract and the specific display set forth in Exhibit A ("Services"), and all expenses and costs related thereto, as follows:

- \$5,000 City's deposit due upon execution of the Agreement
- \$25,000 Due upon satisfactory completion of the Services (Exhibit A) by the Contractor

(2) For option year 2023, the fireworks display shall be the same as the 2021 and 2022 displays and the price shall remain \$26,000 as set forth in the bid proposal. The display shall be on July 3, 2023, or such other date and alternate display date set may be set by the City at the time of exercising the option.

Contractor shall provide the City with its proposal for the 2023 display by November 1, 2022. Upon receiving Contractor's proposal, should the City decide to exercise its option, it will use the form of letter attached as Attachment 1 and incorporated herein by reference.

Amendment 2. Section V is amended to read as follows:

V. CONTRACT SCHEDULE - 2022

The display will occur on July 3, 2022, at approximately 9 p.m. In the event that weather conditions result in a cancellation of the display, the display will occur on July 9, 2022. If the display is not able to occur on July 3 or July 9, 2022, for any reason, the Parties shall come to a mutually agreeable date that is within one (1) year of July 4, 2022. The terms of the General Conditions notwithstanding, should the City cancel the fireworks display less than 30 days prior to the fireworks display date, the City shall pay Contractor an amount equal to 50% of the Compensation agreed to herein; if the cancellation is more than 30 days prior to the display date, the City shall be entitled to a full refund of the deposit less any actual cost incurred by the Contractor for purchasing fireworks for the display, not to exceed the deposit amount. This shall be Contractor's sole remedy for the City's cancellation of this contract. If the City exercises one or more of its options, the above schedule shall apply for the option year.

This contract shall be complete upon satisfactory performance by both parties. Nothing herein shall limit the application of the indemnification provision after performance of the Fireworks Display Services.

Amendment 3. All other provisions of the Services Agreement, as amended by the First Amended Contract, including but not limited to the General Conditions, Scope of Services, and response to request for proposal shall remain in full force and effect.

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

J & M DISPLAYS, INC.

CITY OF TWIN OAKS, MISSOURI

By: _____

By: _____
Mayor

Title: _____

DATED: _____

DATED: _____

ATTEST:

City Clerk

Exhibit A



MEMBERS OF APA, PGII, IPA, NFA, IAFE, NACA, IMTA, BBB

J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price:	\$25,602.60	Total Shot Count:	4356
Discount:	\$3,602.60	Packing Check:	1079
Subtotal Fireworks:	\$22,000.00	Date of Display:	07/03/22
Sales Tax:		Customer Number:	10896
Local Sales Tax:			
Insurance Processing:	\$3,000.00		
License and Permit:	\$200.00		
Shoot Fee:	\$3,000.00		
Delivery:	\$1,500.00		
Musical Firing:			
Shoot Cost:	\$300.00		
Equipment Rental:			
Barge/Pontoon Fee:			
Total Price of Show:	\$30,000.00		

Summary of Free Items Added to Your Show See Previous Pages for a Listing of Free Items

Free Items are Based on the \$22,000.00 Fireworks Subtotal

\$1,907.60	8% Free for Early Payment
\$6,604.30	Free for Advertising
\$3,622.10	15% Free for Multiple Year Agreement
\$12,134.00	Total Free

Total Value of Show is \$45,736.60. Your Price is \$30,000.00

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

Same Shell count as 2021, Price was \$37,000 with new 2022 pricing. Jim gave the City \$6604 in free fireworks to bring price to \$30,000. Show will be the same in 2023 also. Price may decrease in 2023 if shipping prices come down.

Proposal #: 20371 Designed on: 2022-03-09 23:29:40 Printed on: Wed Mar 9 17:29:40 2022 Page: 6 of 6

Sales Office: 9555 State Road Y, DITTMER MO, 63023 • 636-274-7015 • Kwischmeyer@jandmdisplays.co

Main Office: 1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com



J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

Opening

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Quick salute with 1 color 49 shot		\$240.00	\$480.00
2	Red white and blue scenery 300 shot I shape (straight)		\$680.00	\$1,360.00
Category Shell Count: 698				\$1,840.00
Section Shell Count: 698				

Flight 1

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Gold willow with blue mine to big gold willow 140 shot fan cake		\$530.00	\$530.00
Category Shell Count: 140				\$530.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	Glittering willow	glitter tail	\$23.80	\$142.80
6	Glittering willow waterfall	glitter tail	\$23.80	\$142.80
8	Silver nishiki kamuro		\$23.80	\$190.40
Category Shell Count: 20				\$476.00

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	Glittering willow	glitter tail	\$44.50	\$133.50
3	Glittering willow waterfall	glitter tail	\$44.50	\$133.50
Category Shell Count: 6				\$267.00
Section Shell Count: 166				

Flight 2

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
3	Gold Strobe	Large Brocade tail	\$42.70	\$128.10
3	Green strobe		\$42.70	\$128.10
3	Red strobe		\$42.70	\$128.10
Category Shell Count: 9				\$384.30

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	Gold Strobe		\$50.80	\$101.60
Category Shell Count: 2				\$101.60
Section Shell Count: 11				

Main Event

Sales Office: 9555 State Road Y , DITTMER MO, 63023 • 636-274-7015 • Kwischmeyer@jandmdisplays.cc

Main Office: 1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com



J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
3	V shape candle bundle 300 shot - Assorted colors		\$91.00	\$273.00
Category Shell Count: 900				\$273.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
4	Cycas assorted		\$23.80	\$95.20
2	Orange crosseffe		\$23.80	\$47.60
2	Reddish gamboge to magenta chrys		\$23.80	\$47.60
4	Vangated peony to crackling		\$23.80	\$95.20
2	Assortment C of 20 (5 report& 15 color) shells ELECTRIC FIRE		\$330.00	\$660.00
2	Assortment K Of 20 different J&M Brand shells ELECTRIC FIRE		\$330.00	\$660.00
2	Assortment M of 20 different J&M Brand Shells ELECTRIC FIRE		\$330.00	\$660.00
1	Assortment P of 10 pairs (20 shells) of J&M Brand shells	mixed tails	\$330.00	\$330.00
1	Assortment S of 10 pairs (20 shells) of J&M Brand shells (Low fallout)	mixed tails	\$330.00	\$330.00
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$330.00	\$660.00
2	Assortment W of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$330.00	\$660.00
1	Assortment Y of 10 pairs of 3" J&M shells ELECTRIC FIRE (Low fallout)		\$330.00	\$330.00
Category Shell Count: 272				\$4,575.60

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
3	Orange Strobe		\$42.70	\$128.10
3	White strobe		\$42.70	\$128.10
Category Shell Count: 6				\$256.20

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Red and Blue Dahlia with silver glitter	Gold tail	\$32.80	\$65.60
2	Assortment A Of 20 different J&M Brand shells ELECTRIC FIRE		\$570.00	\$1,140.00
2	Assortment C of 20 different J&M Brand Shells ELECTRIC FIRE		\$570.00	\$1,140.00
2	Assortment F of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$570.00	\$1,140.00
2	Assortment J of 20 different J&M Brand shells (LOW FALLOUT)		\$570.00	\$1,140.00
2	Assortment K Of 20 different J&M Brand shells ELECTRIC FIRE		\$570.00	\$1,140.00
2	Assortment L of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$570.00	\$1,140.00
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$570.00	\$1,140.00
2	Assortment V of 20 different Patriotic J&M Brand shells ELECTRIC FIRE	mixed tails	\$570.00	\$1,140.00
Category Shell Count: 322				\$9,185.60

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	1/2 blue to green & 1/2 green to blue peony w/strobing pistil		\$50.80	\$101.60
2	1/4 red/green/blue/yellow peony w/strobing pistil		\$50.80	\$101.60
2	Blue ghost peony		\$50.80	\$101.60
2	Lemon Glitter with Blue Chry		\$74.10	\$148.20
3	Tourbillon with reports with red and blue Stars		\$74.10	\$222.30
Category Shell Count: 11				\$675.30

Section Shell Count: 1511

Sales Office: 9555 State Road Y , DITTMER MO, 63023 • 636-274-7015 • Kwischmeyer@jandmdisplays.co

Main Office: 1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com



J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

Finales

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Color and report 10 Shot finale chain	silver tail	\$186.00	\$1,116.00
Category Shell Count: 60				\$1,116.00

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
9	Color 8 shot finale chain	silver tail	\$282.00	\$2,538.00
6	Red white and blue dahlia 8 shot finale chain	mixed tails	\$282.00	\$1,692.00
6	Red white and blue peony 8 shot finale chain	mixed tails	\$282.00	\$1,692.00
Category Shell Count: 168				\$5,922.00
Section Shell Count: 228				

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Rainbow crossette 100 shot Z shape		\$420.00	\$420.00
Category Shell Count: 100				\$420.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Double Crackle		\$23.80	\$47.60
2	Gold Palm with crackling pistil	Large Brocade tail	\$23.80	\$47.60
4	Golden wave to variegated		\$23.80	\$95.20
4	Kamuro Chrysanthemum		\$23.80	\$95.20
2	Red gamboge to variegated		\$23.80	\$47.60
2	Red peony		\$23.80	\$47.60
7	Silver palm tree with big silver tail		\$23.80	\$166.60
6	White strobe with red dahlia	glitter tail	\$23.80	\$142.80
2	White to crackling		\$23.80	\$47.60
Category Shell Count: 31				\$1,157.80

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
4	Heart Pattern Red to crackle		\$42.70	\$170.80
2	Blue stars and whistle (cylinder)		\$57.90	\$115.80
2	Orange with silver serpents (cylinder)		\$57.90	\$115.80
2	Red and blue with silver serpents (cylinder)		\$57.90	\$115.80
2	Red and blue with whistles (cylinder)		\$57.90	\$115.80
2	Red with whistles (cylinder)		\$57.90	\$115.80
Category Shell Count: 14				\$1,907.60
Section Shell Count: 145				

Free for Advertising

Sales Office: 9555 State Road Y , DITTMER MO, 63023 • 636-274-7015 • Kwischmeyer@jandmdisplays.cc

Main Office: 1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com



J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

Free for Advertising

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Three layer mine 130 shot fan cake		\$530.00	\$530.00
Category Shell Count: 130				\$530.00

Ignition Items

Quantity	Name	Rising Effect	Price	Total
380	Igniter 3 meter leads		\$2.20	\$836.00
380	Igniter 4 meter leads		\$2.45	\$931.00
60	Igniter 5 meter leads		\$2.55	\$153.00
Category Shell Count: 0				\$2,450.00

2.5 Inch Finales

Quantity	Name	Rising Effect	Price	Total
10	Salute with palm 10 Shot finale chain		\$116.00	\$1,160.00
Category Shell Count: 100				\$3,610.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	Color dahlia with silver strobe (Three color)	Crackling tail	\$23.80	\$142.80
2	Golden strobe willow		\$23.80	\$47.60
Category Shell Count: 8				\$3,800.40

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
3	Screaming with color moving star (red and white)		\$42.70	\$128.10
Category Shell Count: 3				\$3,928.50

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Red salute and blue dahlia 10 Shot finale chain	mixed tails	\$186.00	\$1,116.00
4	Wave shell 10 Shot finale chain	mixed tails	\$186.00	\$744.00
Category Shell Count: 100				\$5,788.50

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Assortment M of 10 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$380.00	\$380.00
Category Shell Count: 10				\$6,168.50

Sales Office: 9555 State Road Y , DITTMER MO, 63023 • 636-274-7015 • Kwischmeyer@jandmdisplays.cc

Main Office: 1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com



J&M Displays Proposal for: City of Twin Oaks July 3rd Same show as 2021

Free for Advertising

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
3	Var. color flower sheets		\$50.80	\$152.40
2	Golden wave to Green flying dragon		\$74.10	\$148.20
1	Tourbillions withreport (double ring) with lemon and violet center ELECTRIC FIRE ONLY (cylinder)		\$135.20	\$135.20

Category Shell Count: 6

\$6,604.30

Section Shell Count: 357

15% Free for Multiple Year Agreement

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	600 Shot Colored stars S shape		\$680.00	\$1,360.00

Category Shell Count: 1200

\$1,360.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Blue to crackling		\$23.80	\$47.60
4	Crossette assorted		\$23.80	\$95.20

Category Shell Count: 6

\$1,502.80

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
3	Lemon strobe		\$42.70	\$128.10
2	Pink and lemon with silver serpents (cylinder)		\$57.90	\$115.80
2	Purple and orange with silver serpents (cylinder)		\$57.90	\$115.80
2	Red and Blue Tail Thunder to Crackling Rain		\$57.90	\$115.80
2	Red and blue with artillery (cylinder)		\$57.90	\$115.80

Category Shell Count: 11

\$2,094.10

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
4	Crossette assorted	Gold tail	\$44.50	\$178.00
2	Lemon and pink ring with crackling pistols	whistling tail	\$44.50	\$89.00
3	White strobe and red dahlia	whistling tail	\$44.50	\$133.50

Category Shell Count: 9

\$2,494.60

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	Ghost Blue peony		\$50.80	\$101.60
2	Ghost Red peony		\$50.80	\$101.60
2	Hummer & Report (Cyl)		\$74.10	\$148.20
3	Red and blue with whistles (cylinder)		\$74.10	\$222.30
2	Skyblue Jellyfish		\$74.10	\$148.20
3	Diamond screamer and red tailed thunder		\$135.20	\$405.60

Category Shell Count: 14

\$3,622.10

Section Shell Count: 1240

Sales Office: 9555 State Road Y , DITTMER MO, 63023 • 636-274-7015 • Kwischmeyer@jandmdisplays.cc

Main Office: 1-800-648-3890 • **Fax:** 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com

Attachment 1
Exercise of Option Form

J&M Displays, Inc.
9555 State Road Y
Dittmer, MO 63023

Via email: _____@jandmdisplays.com

Dear _____:

Pursuant to Section III of our Services Contract as amended (the "Agreement"), this will confirm that the 20__ Display will occur on _____ **day, July 3, 20__** at approximately _____ p.m. (the "Display"). This will also confirm that, per Section III of the Agreement, the Display will substantially be similar in length and presentation as the display described in Exhibit A to the Agreement and that the cost of the Display shall not exceed \$26,000. The City encloses herewith a deposit of \$5,000 for the Display.

Per the Agreement, should weather conditions result in a cancellation of the July 3 Display (the "Original date"), the Display will occur on July __, 20__ (the "Alternate Date"). If the Display is not able to occur on the Original Date or the Alternate Date, the parties will mutually agree on another date that is within one (1) year of July 4, 20___. If the fireworks display is permanently cancelled by the City, less than 30 days prior to the fireworks display date, the City shall pay Contractor an amount equal to 50% of the compensation agreed to herein. All terms shall be governed by the Agreement.

Please indicate your agreement with these terms for the Display by signing at the bottom and returning to me.

Sincerely,

City Clerk

Agreed to and accepted:

J&M Displays, Inc.

By: _____

EASEMENT DEED AND AGREEMENT

WHEREAS, Birnamwood Condominium Association, Grantor, is a Missouri Condominium Association in good standing which acts by and through its Board of Managers and is the owner of a parcel of real property more particularly shown in Exhibit "A" attached and incorporated herein by reference; and

WHEREAS, the Village of Twin Oaks, Grantee, is an incorporated Missouri municipality and is the owner of certain park land located within the Village and abutting property owned by Grantor; and

WHEREAS, the parties have previously entered into Easement Deeds and Agreements dated August 19, 1992 and October 25, 2000, respecting access to the Twin Oaks public park and now wish to adopt a new Agreement to be substituted in place of the most recent understanding; and

WHEREAS, the parties have agreed that a pathway widened to five (5) feet will be beneficial to all residents of the Village;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by the Village of Twin Oaks, an incorporated municipality, the receipt of which is hereby acknowledged, BIRNAMWOOD CONDOMINIUM ASSOCIATION does hereby give, grant, extend and confer on the Village of Twin Oaks and its invitees the exclusive right to public access along and over an easement tract of land as "hatched" on the attached "Easement Plat" marked Exhibit "A" and incorporated herein by reference.

Grantee may use such additional space adjacent to the right-of-way so granted as may be required for working room during construction or maintenance, may, from time to time, enter upon said premises to construct, reconstruct or maintain the easement or improvements and may assign its rights herein to the State, County, or other political subdivision of the State. The easement hereby granted is irrevocable and shall be perpetual subject to the provisions immediately following.

The parties agree that, upon the recording of this document, the original Easement Deed and Agreement recorded at Book _____, Page _____, St. Louis County, will be released of record.

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

Oct. 14, 2022

General Updates

Municipal Court

- City staff contacted OSCA for more information about the delay in getting the location code assigned. We were informed that they were waiting for information on the City's court fees and bank accounts, and that was the source of the delay. Staff provided the requested information to OSCA on 10/12.

Park Maintenance Issues

- Maintenance staff is aware of the issue with the urinal in the men's bathroom in the Park. We have had difficulty getting a plumber to respond, but we should finally have someone out next week. The flow has been reduced to a minimal amount in the meantime.
- The trip hazard reported on the pond path has been an existing issue for several years. Fix will likely occur next spring due to colder weather soon shutting down any asphalt work.

Project Updates

Curb Repair Project

- Held a pre-construction meeting with BFA and Byrne & Jones on 10/7 to review the project and do visual inspection of work sites. They anticipate doing the work in November, final date TBD.
- The work will require the driveways to be closed for up to a week for several homes in the condos and on Golden Oak Court. Residents will be notified in advanced.

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 in mid-September, but did not receive responses.
- We subsequently reached out to LandCare, the contractor doing the creek pond investigation, and they will be examining the bridge to provide feedback on the feasibility of the repair and replacement options and cost estimates we have received.

Creek Pond in Twin Oaks Park

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

City of Twin Oaks Weekly Project Status Report

Crescent Ave Sidewalk Improvements

BFA 3497-13A

Status Report Date: 10-10-2022

Overall Status	Active
Recent Activity	Work on Utility Coordination
Upcoming Activity	Work on Utility coordination, and Sidewalk layout for South Properties

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

Completed

- Updated Topographic Survey to include the South Properties 10-3-22

Outstanding

Oct 2022 to Dec 2023:

- 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.