

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
TWIN OAKS TOWN HALL  
1381 BIG BEND ROAD  
WEDNESDAY, NOVEMBER 1, 2023, 7:00 p.m.**

**Tentative Agenda**

- 1) REGULAR MEETING CALLED TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) APPROVAL OF CONSENT AGENDA
  - a) Board of Aldermen Regular Meeting Minutes from October 18, 2023
  - b) Board of Aldermen Work Session Minutes from October 18, 2023
  - c) Board of Aldermen Closed Meeting Minutes from October 18, 2023
  - d) Bills List from October 14 to October 27, 2023
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
  - a) Police Report — Officer John Wehner
- 7) CITIZEN COMMENT
- 8) NEW BUSINESS
  - a) **Bill No. 23-16:** AN ORDINANCE PROVIDING FOR THE HOLDING OF THE GENERAL ELECTION FOR TWIN OAKS, MISSOURI, ON APRIL 2, 2024
  - b) **Bill No. 23-17:** AN ORDINANCE AMENDING CHAPTER 615, OF THE TWIN OAKS MUNICIPAL CODE, RELATING TO CHANGES IN STATE LAWS REGULATING VIDEO SERVICE PROVIDERS.
  - c) **Resolution No. 2023-23:** A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH HARVEY SERVICES INC. FOR IMPROVEMENTS TO THE PAVER PATH FROM GOLDEN OAK COURT TO TWIN OAKS PARK
  - d) **Resolution No. 2023-24:** A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH J CO. LAWN CARE, DBA J CO. HOLIDAY LIGHTING, FOR INSTALLATION OF A HOLIDAY DISPLAY AT THE TWIN OAKS TOWN HALL.
  - e) **Resolution No. 2023-25:** A RESOLUTION APPROVING AN AGREEMENT WITH SWEETENS CONCRETE SERVICES LLC FOR THE 2023 CURB IMPROVEMENT PROJECT.

9) DISCUSSION ITEMS

- a) Prosecuting Attorney Contract
- b) Twin Oaks Town Hall Year-Round Lighting

10) ATTORNEY'S REPORT

11) CITY CLERK'S REPORT

12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

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

14) ADJOURNMENT

Frank Johnson  
City Clerk/Administrator

POSTED: October 30, 2023, 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 18, 2023**

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

Mayor: Russ Fortune – absent

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

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

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**

City Clerk/Administrator Frank Johnson asked to make a motion to add Public Comment to the Agenda following the Committee/Commissions/Contractors Report. Alderman Lisa Eisenhauer so motioned, seconded by Alderman Tim Stoeckl. The motion passed by a unanimous voice vote. With no further questions or comments, Alderman Milne asked for a motion to approve the agenda as amended. Alderman Eisenhauer so motioned, seconded by Alderman Dennis Whitmore. The motion passed by a unanimous voice vote.

**APPROVAL OF THE CONSENT AGENDA**

Alderman Milne asked for a motion to approve the Consent Agenda consisting of Regular Meeting Minutes from October 4, 2023; Board of Aldermen Closed Meeting Minutes from October 4, 2023; Bills List from September 16 to October 13, 2023; and Credit Card List from September 1 to September 30, 2023. Alderman Eisenhauer motioned to approve the consent agenda, seconded by Alderman Stoeckl. The motion passed by a unanimous voice vote.

**REPORT OF COMMITTEES/COMMISSION/CONTRACTORS**

**Financial Statements:** Financial consultant David Watson reviewed the financial report for the month ending September 2023. He reported that the City continues to be financially sound with

revenues to date still trending upwards and expenditures remaining steady as compared to 2022. He added that totals for fund balances continue to be on budget, with the fund balance projected to be over two million dollars.

**Park Committee:** Assistant Clerk Paula Dries presented the park committee report. She reported that the October meeting focused on Movie night and the Holiday Lighting event. She informed the Board that the movie night will be on Friday, October 20th, beginning at 6:30 p.m., and that the committee chose “Night at the Museum” for a family friendly evening. She also reported that the City will hold the holiday lighting event on December 3<sup>rd</sup> at the City Hall from 5 to 7 p.m. She added that more details regarding the holiday lighting will be discussed at the November meeting. The Board asked City Clerk/Administrator Johnson to send out a reminder regarding movie night.

### **Public Comments**

Twin Oaks resident Alex Chereji addressed the Board regarding changing the Code restrictions on garage size. Mr. Chereji stated that he and his father purchased the property at 76 Crescent Avenue and have plans to build a new house and garage. Mr. Chereji asked the Board to consider allowing the family to build a larger garage based on the size of the lot which is 1.4 acres. He explained that the allowed size is 700 square feet and the family is wanting to build a garage 1000 to 1500 square foot, which would allow business equipment to be stored on property and out of sight. He added that the garage would be placed in the back of the lot.

### **Public Hearing**

**Recommendation of the Planning & Zoning Commission concerning amendments to Chapter 400 of the Twin Oaks Municipal Code, Section 400.280, relating to planned uses:** City Clerk/Administrator Johnson explained that this amendment adds “liquor store” as a planned use to the City’s Commercial Zoning, which is connected with the next item on the agenda which is the approval of Sav-On Liquor & Wine. The Planning & Zoning reviewed and recommended approval.

**Recommendation of the Planning & Zoning Commission concerning an amended development plan for Sav-On Liquor & Wine at 1142 Meramec Station Road:** Chiodini Architect’s representative Steve Earl presented to the board the building plans for Sav-On Liquor & Wine. He explained that the proposal does not involve altering the building and the only modification to the exterior is for the signage.

**Recommendation of the Planning & Zoning Commission concerning an amended development plan for Bartolino’s Restaurant at 1304 Big Bend Road:** Space Architects, Design and Builders representative John Revilla presented to the board the updated modifications for the Bartolino’s Restaurant. He explained that they are proposing to enclose the existing patio for additional dining and that the exterior stucco will have a smooth, matte black finish.

## New Business

**Bill No. 23-12: An Ordinance Approving Text Amendment to the Zoning Code of the City of Twin Oaks Pertaining to Liquor Stores.** City Clerk/Administrator Johnson read Bill No. 23-12. City Clerk/Administrator Johnson read Bill No. 23-12 for a second time. Alderman Whitmore motioned to approve Bill No. 23-12, seconded by Alderman Milne. The motion passed on a roll call vote as follows: Alderman Eisenhauer-yea, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-yea. Alderman Milne stated that Bill No. 23-12 being duly passed becomes Ordinance No. 23-12.

**Bill No. 23-13: An Ordinance Approving an Amended Final Development Plan Submitted on Behalf of Sav-On Liquor & Wine for a Portion of the Twin Oaks Center Located at 1100 Meramec Station Road.** City Clerk/Administrator Johnson read Bill No. 23-13. He stated that the Planning & Zoning Commission has reviewed and recommended approval with no conditions. He noted that the size of the proposed signage is slightly larger than the allowed limit of five percent of the existing front elevation. Following a discussion, the Board agreed that the signage size difference is acceptable. City Clerk/Administrator Johnson clarified the proposed hours will be 9 a.m. to 11 p.m. and the ordinance will not allow overnight deliveries. City Clerk/Administrator Johnson read Bill No. 23-13 for a second time. Alderman Eisenhauer motioned to approve Bill No. 23-13, seconded by Alderman Stoeckl. The motion passed on a roll call vote as follows: Alderman Eisenhauer-yea, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-yea. Alderman Milne stated that Bill No. 23-13 being duly passed becomes Ordinance No. 23-13.

**Bill No. 23-14: An Ordinance Approving a Third Amended Final Development Plan for the Villages of Twin Oaks and Big Bend Square to allow for Certain Exterior Changes Associated with Bartolino's Restaurant.** City Clerk/Administrator Johnson read Bill No. 23-14. He stated that the changes to the original development plan by enclosing the existing outdoor patio were significant enough that a formal amendment is needed. He explained that the stucco material proposed for the patio enclosures is listed as an unacceptable material per the City's urban design guidelines. Mr. Revilla clarified that the stucco being used is a modern material that is smooth in appearance and will closely resemble the current building. City Clerk/Administrator Johnson added that the Planning & Zoning Commission discussed revisiting the urban design guidelines and updating it with current materials that are now available. Alderman Whitmore amended the ordinance with corrected spelling. City Clerk/Administrator Johnson read Bill No. 23-14 for a second time. Alderman Eisenhauer motioned to approve Bill No. 23-14 as amended, seconded by Alderman Whitmore. The motion passed on a roll call vote as follows: Alderman Eisenhauer-yea, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-yea. Alderman Milne stated that Bill No. 23-14 being duly passed becomes Ordinance No. 23-14.

**Bill No. 23-15: An Ordinance Amending the Excavation, Grading and Fill Code, Chapter 515, of the Twin Oaks Municipal Code.** City Clerk/Administrator Johnson read Bill No. 23-15. City Attorney Paul Rost explained that the amendment will require the construction of sidewalks for any new development that accesses Twin Oaks streets. City Clerk/Administrator Johnson read Bill No. 23-15 for a second time. Alderman Whitmore motioned to approve Bill No. 23-15, seconded by Alderman Eisenhauer. The motion passed on a roll call vote as follows: Alderman

Eisenhauer-yea, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-yea. Alderman Milne stated that Bill No. 23-15 being duly passed becomes Ordinance No. 23-15.

**Resolution No. 2023-22: A Resolution Approving a Purchase Agreement for Certain Property Interests Necessary for the Crescent Avenue Project.** City Clerk/Administrator Johnson read Resolution No. 2023-22. He explained that the resolution is for the ROW purchase for 2 Golden Oak Court. With no questions or comments Alderman Whitmore motioned to approve Resolution No. 2023-22, seconded by Alderman Eisenhauer. Resolution No. 2023-22 passed by a vote of four yes and zero no.

### **DISCUSSION ITEMS**

There were no discussion items.

### **ATTORNEY'S REPORT**

City Attorney Paul Rost stated that there will be an ordinance to amend section 615.040 at the next Board meeting. In 2021 State Legislatures passed a bill that began lowering services franchise fees and this amendment will update the City's code to reflect that change.

### **CITY CLERK'S REPORT**

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He informed the Board that the City's worker's compensation insurance had increased substantially and that he will be filing an audit dispute regarding the classification of City employees with the insurer. He also reported on the status of complaints the City had received regarding the retaining wall for the Twin Oaks Center.

### **MAYOR & ALDERMEN COMMENTS**

Alderman Whitmore commented on the light outages on the Schnuck's building and in their parking lot. He mentioned that the street sign on the corner of Autumn Leaf Drive and Boly Lane is crooked and asked that it be straighten to avoid confusion. He also noted that there are a few trip hazards along the paths in Twin Oaks Park that staff should highlight. Lastly, he talked about trimming the plants at the intersection of 141 and Big Bend Road.

### **FINAL CITIZEN COMMENTS**

There were no final citizen comments.

### **CLOSED SESSION**

Alderman Eisenhauer motioned to move into closed session pursuant to Chapter 610 RSMo for the purpose of dealing with matters relating to the following: legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its Attorneys (610.021(1) RSMo.), seconded by

Alderman Stoeckl. The motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Whitmore-yea, Alderman Stoeckl-yea and Alderman Eisenhauer-yea. The Board moved into Closed Session at 7:42 pm.

**ADJOURNMENT**

The Board returned from closed session at 8:15 p.m. There being no further business Alderman Milne asked for a motion to adjourn the meeting. Alderman Stoeckl so motioned, seconded by Alderman Whitmore and the regular meeting was adjourned at 8:15 p.m.

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

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

ATTEST:

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

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

**MINUTES OF THE WORK SESSION  
TWIN OAKS CITY HALL  
CITY OF TWIN OAKS BOARD OF ALDERMEN  
WEDNESDAY, OCTOBER 18, 2023**

The Work Session was called to order by City Clerk/Administrator Frank Johnson at 6:07 p.m. pursuant to public notice and agenda. Those in attendance were:

Aldermen     Lisa Eisenhauer  
                  Tim Stoeckl  
                  April Milne  
                  Dennis Whitmore

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

**2024 Draft Budget**

Financial Consultant, David Watson provided the Board with an overview of the City of Twin Oaks 2024 budget. He explained that the budget includes detailed reports on revenue, expenditures and capital improvement projects, and that the revenue forecasts have been trimmed back due to an unusually large sales tax collection from Schnucks that occurred at the beginning of 2023 that will need to be accrued back to 2022. Mr. Watson stated that this could potential create a large discrepancy if the first few months of 2024 come in at a more normal level. He added that the majority of expenses for the City are fixed and new services aren't being added.

Mr. Watson then detailed the line items in revenues and expenditures for the Board to review and ask questions. He explained that the budget projects a 4.2 percent increase revenue compared to the 2023 forecast resulting from increases in merchant licenses and sales tax and use tax collections. He stated that operating and contractual expenditures are projected to increase by 16. Percent and 18.7 percent, respectively, due to rising insurance and sanitation costs. Alderman April Milne arrived to the Work Session at 6:19 pm. Mr. Watson then presented several graphs to illustrate the historical fluctuations for the fund balance, revenue and expenditure, and sales and use tax history. City Clerk/Administrator Johnson added that the general fund engineering fees are expenses for BFA reviews of development plans and permits and are not the cost associated with Capital Improvement projects. He further stated that the Road Fund has increased funds for repairs and maintenance for smaller road patching and curb repair projects. Lastly, he explained that



there were additional maintenance expenses for the park that have been added in the Capitol Projects list, including road resealing, park bench repairs and repairs to the Golden Oak Path. Mr. Watson concluded that, overall, the City's finances are in a great place.

The Board then heard comments from resident Paul Brockman. Mr. Brockman requested that City consistently label the parks and stormwater fund throughout the report and itemize stormwater projects separately. He also asked if stormwater funds could be used for something outside of capital projects and suggested cleaning up the intersection at 141/Big Bend Road so that debris doesn't end up in the City's stormwater drains. City Clerk/Administrator Johnson replied that the City had previously contacted MODOT with a request to clean up the intersection.

### ADJOURNMENT

There being no further business Alderman Lisa Eisenhauer motioned to adjourn the Work Session Meeting at 6:49 p.m., seconded by Alderman Dennis Whitmore, the motion passed with the unanimous consent of the Board.

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

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

ATTEST:

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

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

City of Twin Oaks							
Bills and Applied Payments							
October 14, 2023 to October 27, 2023							
Check No.	Column1	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12730	Trieste Bowe	10/14/2023	refund for alcohol deposit	PR101423	\$100.00	\$100.00	11/1/2023
12731	BFA	10/1/2023	Crescent Ave Project - Stormwater Plans, Utility Coordination, MSD permitting	19580	\$9,020.80		
		10/1/2023	Crescent Ave Project - Survey work for Laws Ct	19581	\$915.60		
		10/1/2023	Boly Entrance Project - Design work	19583	\$630.00		
		10/1/2023	Bartolino's Development Plan Review	19587	\$390.00		
		10/1/2023	Sav-On Development Plan Review	19347	\$1,380.00		
		10/1/2023	Big Bend/Meramec Station Curb RFP assistance	19577	\$270.00	\$12,606.40	11/1/2023
12732	Engelmeyer & Pezzani, LLC	10/16/2023	Prosecutor Assistant charges	4031	\$63.00	\$63.00	11/1/2023
12733	Frank Johnson	10/17/2023	Third Quarter Mileage		\$107.42	\$107.42	11/1/2023
12734	MO Dept of Conservation	10/18/2023	sapling order for Arbor Day-April 23, 2024	06479-2024LN	\$74.00	\$74.00	11/1/2023
12735	Drexel Technologies	10/12/2023	RFP posting for Curb Improvement Proj	62239	\$40.25	\$40.25	11/1/2023
12736	Twin Oaks Presbyterian Church	10/19/2023	Annual Park lease payment		\$100.00	\$100.00	11/1/2023
12737	Bridge TowerMedia	10/17/2023	RFP posting for Curb Improvement Proj	745647786	\$47.60	\$47.60	11/1/2023
12738	Traffic Control Company	10/15/2023	Meramec Station Rd repainting	35205	\$13,714.00	\$13,714.00	11/1/2023
12739	Shannon Klenke	10/21/2023	refund for alcohol deposit	PR102123	\$100.00	\$100.00	11/1/2023
12740	Randy Overfield	10/22/2023	refund for pavilion reservation	PR102223	\$150.00	\$150.00	11/1/2023
12741	St Louis County Public Works	10/15/2023	occupancy inspection for 810 Meramec Station Rd	1015230005500	\$95.50		
		10/22/2023	occupancy inspection for 1532 Autumn Leaf Dr	102223005500	\$95.50	\$191.00	11/1/2023
Autopay	The Brain Mill	10/15/2023	monthly contract for IT services	220724	\$1,192.00	\$1,192.00	11/3/2023
Autopay	AT&T	10/6/2023	monthly charges for City Hall	1803	\$136.59	\$136.59	10/28/2023
Autopay	Ameren	10/15/2023	monthly charges for 50 Crescent	2123	\$59.40	\$59.40	11/13/2023
Autopay	Ameren	10/15/2023	monthly charges for water pump	7008	\$12.16	\$12.16	11/13/2023
Autopay	Ameren	10/15/2023	monthly charges for City Hall	8004	\$1,065.57	\$1,065.57	11/13/2023
Autopay	Ameren	10/15/2023	monthly charges for 1 Twin Oaks	5112	\$420.19	\$420.19	11/13/2023
Autopay	Ameren	10/15/2023	monthly charges for 141/Big Bend	9007	\$76.33	\$76.33	11/13/2023
Autopay	MSD	10/23/2023	monthly charges for 50 Crescent	0813150-0	\$34.84	\$34.84	11/13/2023
Autopay							
					\$30,290.75	\$30,290.75	
			Alderman				
			Alderman				

103 Elm Street  
Washington, MO 63090



# Invoice

636.239.4751  
www.bfaeng.com

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

Invoice Date:	Invoice #:
10/1/2023	19583

Item	Description	Date	Hours/Qty	Rate	Amount
TSD/PM	Concept Plans; Respnd to Frank RE: county and sidewalk	8/28/2023	0.25	120.00	30.00
TSD/PM	Tcon w/ Frank RE: Plan Layout	9/8/2023	0.25	120.00	30.00
TSD/PM	Go over topo base with AJR	9/25/2023	0.5	120.00	60.00
AJR/Draft	Email BKS for new project number (0.25); Discuss Vault csv file with SAB (0.75)	9/25/2023	1	100.00	100.00
AJR/Draft	3497-2D Review Shots	9/27/2023	0.75	100.00	75.00
TSD/PM	Discuss topo base and plan sheets with AJR	9/28/2023	0.25	120.00	30.00
AJR/Draft	Project Set up: Survey Database, Topo Base, Surface, Bring in Shots, Project in Vault, Bring in linework	9/28/2023	2.25	100.00	225.00
TSD/PM	Review topo base and plan sheets with AJR	9/29/2023	0.25	120.00	30.00
AJR/Draft	Set up Design Base, TS, SP, Title Block	10/1/2023	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**

**\$630.00**

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 #:
10/1/2023	19581

Item	Description	Date	Hours/Qty	Rate	Amount
TSD/PM	ROW: Emails Regarding exhibit type 98 Crescent (0.25); 140 Crescent: Review request from Frank RE: irrigation cost, discuss with AJR (0.25)	8/28/2023	0.5	120.00	60.00
TSD/PM	140 crescent: Discuss irrigation with AJR (0.25); Pothole: Discuss topo with AJR (0.25); Laws Ct: Discuss boundary (0.25)	8/29/2023	0.75	120.00	90.00
ACW/Draft	Review outboundary info, go over it with Jelly, fix/rotate boundary from what we located in the field, go over everything with Jelly, save file in project folder for her to finish up.	8/29/2023	1	100.00	100.00
AJR/Draft	Laws Ct: OutBoundary, Meeting with ACW (3.5), Meeting with TSD RE: Irrigation System and Topo shots (0.5)	8/29/2023	4	100.00	400.00
TSD/PM	Laws Ct: Review and markup topo (0.5); 140 Crescent: Go over irrigation cost estimate per property owner request (0.25)	9/7/2023	0.75	120.00	90.00
TSD/PM	Laws Ct: Review and markup topo	9/15/2023	0.5	120.00	60.00
TSD/PM	Laws Ct: mark up topo per field visit	9/28/2023	0.5	120.00	60.00
Maps/Docume...	Deed Copies	8/21/2023	1	27.80	27.80
Maps/Docume...	Deed Copies	8/22/2023	1	27.80	27.80

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**

**\$915.60**

103 Elm Street  
Washington, MO 63090



# Invoice

636.239.4751  
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<b>Bill To:</b>
Twin Oaks 1381 Big Bend Road Twin Oaks MO 63021 13-3497-13A/Crescent Ave/Sidewalk Project

<b>Invoice Date:</b>	<b>Invoice #:</b>
10/1/2023	19580

Item	Description	Date	Hours/Qty	Rate	Amount
Mileage	Potholing	8/17/2023	70	0.66	46.20
TSD/PM	Laws Ct: Discuss topo with AJR (0.25); Stormwater: Go over calcs with AJR (0.25); Utilities: Go over status of all utilities, correspondence with Charter (0.5)	8/28/2023	1	120.00	120.00
AJR/Draft	Utilities: Follow-ups (1); Laws Ct: MUs, Surface (5); MSD: Calcs, Drainage Area (0.25)	8/28/2023	6.25	100.00	625.00
AJR/Draft	Laws Ct: Alignment, Surface, (2); Utilities: Charter email (0.25)	8/29/2023	2.25	100.00	225.00
TSD/PM	MSD: Go over stormwater design and layout with AJR	9/1/2023	1.5	120.00	180.00
AJR/Draft	Storm: AI 5 ; Shot ID (1.75); Plan Sheets: Contour labels (0.75)	9/5/2023	2.25	100.00	225.00
TSD/PM	Laws Ct: Go over pipe layout (0.5); Tcon with Frank go over project status for Board meeting, multi topics (0.5)	9/6/2023	1	120.00	120.00
AJR/Draft	Storm: AI 5 grading, Meeting with TSD RE: AI 5 (6); Utilities: MOAW Plan (0.25)	9/6/2023	6.25	100.00	625.00
TSD/PM	Laws Ct: Work on stormwater design (0.5); Pothole: Review and markup topo plans (0.25); Work on multiple items, notes (0.5)	9/7/2023	1.25	120.00	150.00
AJR/Draft	Utilities: MOAW Plan, meeting with TSD (0.25); Laws Ct: Storm AI 5, meeting with TSD (3.75); 140 Crescent: Irrigation System, meeting with TSD(1); 140 Crescent: Updated Demo to City for ORC (0.25)	9/7/2023	5.25	100.00	525.00
AJR/Draft	Laws Ct: MUs: MSD Pipes, Existing Easement, wv depths, GR, TS(0.5); Utility Coordination: MOAW plan sheets (0.25)	9/8/2023	0.75	100.00	75.00
TSD/PM	MAW: Discuss pothole results, review and work on email to summarize results (1.0); Laws Ct: Review stormwater Design (0.25)	9/11/2023	1.25	120.00	150.00
AJR/Draft	Utility Coordination: MOAW meeting TSD, email, plan sheets, status update (3.75); Laws Ct: AI #5, GR, TS, and Surface MUs (1.5); Utility Coordination: Relocation ATT, Spire, MAW (0.25); MSD: DA for AI 5 (0.75)	9/11/2023	6.25	100.00	625.00
TSD/PM	Laws Ct: review drainage areas (0.5); MAW: Review email and work on responses (0.5); Utilities: Charter, Ameren, review status (0.5)	9/12/2023	1.5	120.00	180.00
AJR/Draft	Utility Coord: Relocation Emails, Charter, Ameren plan review (2); MSD: DA, Gravel Number (3); Surface: Remove bad shot from plans sheets (0.5); Design: Rip-rap and FES (0.5)	9/12/2023	6	100.00	600.00
AJR/Draft	140 Crescent: Irrigation (1); Utility Coordination: Charter, MAW, ATT, Spire (1.75)	9/13/2023	2.75	100.00	275.00
TSD/PM	Utility: review gas line location (0.5); PM: Work on budget and email Frank Budget Tracker (1.0)	9/14/2023	1.5	120.00	180.00

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 Ave/Sidewalk Project

Invoice Date:	Invoice #:
10/1/2023	19580

Item	Description	Date	Hours/Qty	Rate	Amount
TSD/PM	MAW: Review list of request from Mickie	9/15/2023	0.75	120.00	90.00
TSD/PM	Utility: Work on email to Charter to find a contact	9/18/2023	0.5	120.00	60.00
AJR/Draft	Utility Coordination: Charter (0.75); 140 Crescent: Irrigation (0.25)	9/18/2023	1	100.00	100.00
TSD/PM	MAW: Tcon with Mickie	9/19/2023	0.75	120.00	90.00
AJR/Draft	Plan Sheets: TS MUs (0.75); Utility Coordination: MAW, ATT, Charter (2.75)	9/19/2023	3.5	100.00	350.00
TSD/PM	MAW: Review and markup Grading Plan per MAW request; Review re-pothole email, Tcon with Bahr and Frank	9/20/2023	1.5	120.00	180.00
TSD/PM	Laws Ct: Review and Markup topo, Send Frank completed topo	9/20/2023	0.5	120.00	60.00
AJR/Draft	Plan Sheets: TS MUs for all sheets, Outboundary 1540 Autumn Leaf & 118 Crescent Rd, GR MUs (4); Utility Coordination: Email MAW, Call with Frank, RII and Bahr, attachments for email (1)	9/20/2023	5	100.00	500.00
TSD/PM	Utility: Tcon with Charter	9/21/2023	0.75	120.00	90.00
AJR/Draft	Utility Coordination: Charter Call with Kurt	9/21/2023	0.25	100.00	25.00
TSD/PM	Laws Ct: Stormwater Design go over FES grading and layout with RII	9/25/2023	0.5	120.00	60.00
AJR/Draft	MSD: Hydrographs (3.25); Bypass info, Spoke with JBS (0.5); Meeting with TSD discuss AI 5 MU (0.25)	9/25/2023	4	100.00	400.00
AJR/Draft	Email to Bahr RE: Potholing	9/26/2023	0.25	100.00	25.00
TSD/PM	Call Charter, Review GeoTextile spec, Pothole Schedule	9/27/2023	0.25	120.00	30.00
AJR/Draft	Utility Coordination: Vmail and email Charter (0.25), Laws Ct: FES 6 Grading, Specifications, and Details, Plan Sheets GR, ESC (4)	9/27/2023	4.25	100.00	425.00
TSD/PM	Half Travel for pothole (0.75); Pothole: Talk to team, topo potholes (2.0)	9/28/2023	2.75	120.00	330.00
AJR/Draft	Hydraflow, DA for EX NO. A, Bypass flow set up, Add existing structures	9/28/2023	4	100.00	400.00
TSD/PM	Laws Ct: Review FES	9/29/2023	0.75	120.00	90.00
AJR/Draft	Utility Coordination: Potholing Information Topo Base and TS (5); Laws Ct: Topo Base and TS MUs(1)	9/29/2023	6	100.00	600.00
Mileage	Potholing	9/29/2023	60	0.66	39.60
AJR/Draft	Laws Ct:TS MUs(0.5); Utility Coordination: Potholing Information TS-3 MU, DM, ESC (1)	10/1/2023	1.5	100.00	150.00

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**

**\$9,020.80**

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 #:
10/1/2023	19578

Item	Description	Date	Hours/Qty	Rate	Amount
	BARTILINO'S				
WRT/Eng	Begin review on submittal for indoor/outdoor seating area addition; email to TSD on same;	9/10/2023	0.5	120.00	60.00
WRT/Eng	Review and compare submitted information to Appendix A, Urban Guidelines; email TSD on opinion of findings;	9/11/2023	0.5	120.00	60.00
TSD/PM	Review plans and comments	9/13/2023	0.5	120.00	60.00
TSD/PM	Review plans rec'd, assign work	9/18/2023	0.25	120.00	30.00
WRT/Eng	Review information on visible construction materials for proposed addition. Email to TSD on findings.	9/18/2023	0.5	120.00	60.00
TSD/PM	Review Plans and comments	9/20/2023	0.25	120.00	30.00
TSD/PM	Review Plans and submit 2nd Review	9/21/2023	0.5	120.00	60.00
TSD/PM	Discuss with Frank	9/27/2023	0.25	120.00	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**

**\$390.00**

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 13-3497-0/General

Invoice Date:	Invoice #:
10/1/2023	19347

Item	Description	Date	Hours/Qty	Rate	Amount
	SAV-ON LIQUOR				
WRT/Eng	Review of signage submittal; email to TSD on opinion.	8/15/2023	1	120.00	120.00
TSD/PM	Review plans, email Wes	8/16/2023	0.5	120.00	60.00
TSD/PM	Tcon with Frank RE: plans and P&Z	8/18/2023	0.25	120.00	30.00
WRT/Eng	sign review - draft letter/memo response.	8/18/2023	0.5	120.00	60.00
WRT/Eng	review site plans and code; review previous approved project information; email TSD comments on review direction.	8/21/2023	1	120.00	120.00
WRT/Eng	review site plans and code; review previous approved project information; email TSD comments on review direction.	8/21/2023	1	120.00	120.00
TSD/PM	Tcon with Wes	8/22/2023	0.5	120.00	60.00
TSD/PM	Tcon with Frank and Wes	8/24/2023	0.25	120.00	30.00
WRT/Eng	Review plan submittal; compare to approved plan; compare to application submittal requirements; draft review letter and email to TSD;	8/27/2023	2	120.00	240.00
TSD/PM	Review current and approved plans, work on comment letter, Tcon with Frank	8/29/2023	2	120.00	240.00
TSD/PM	Review save-on emails; Tcon with Frank	9/8/2023	0.25	120.00	30.00
WRT/Eng	review submitted information from 9/8/23; comments to TSD on same;	9/10/2023	0.5	120.00	60.00
TSD/PM	Review Wes's comments, email Frank, review new 3rd Sign submittal	9/11/2023	0.5	120.00	60.00
WRT/Eng	confirm code definition on sign area; email TSD on same; review pylon sign requirements and information provided;	9/11/2023	0.5	120.00	60.00
TSD/PM	Save-on Review Wes's review, send email to Frank	9/12/2023	0.75	120.00	90.00

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

**Amount Due This Invoice** \$1,380.00





## CITY OF TWIN OAKS POLICE ACTIVITY REPORT October 2023

Radio CFS: 16

Self-Initiated Assignments: 90

Police Reports Written: 9

Total Traffic Stops: 7

### Arrests:

Felony 0

Misdemeanor 0

Summons (Arrest Notification) 0

### Auto Accidents:

Injury 0

Non-Injury 7

Locations: 1393 Big Bend Rd, 818 1<sup>st</sup> Street, 90 Crescent Ave., MO 141 Hwy at Big Bend Rd (4)

Crimes Reported: 1 (Larceny at 1391 Big Bend Rd)

Patrol Bicycle Program: 19.3 hours

**AN ORDINANCE PROVIDING FOR THE HOLDING OF THE GENERAL ELECTION FOR TWIN OAKS, MISSOURI, ON APRIL 2, 2024**

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

**Section 1.** Pursuant to Missouri State Law and Twin Oaks’ Ordinances, an election shall be held on the first Tuesday following the first Monday in April, and said day being April 2, 2024, for the purposes of holding an at large election for the following offices:

<b>Office</b>	<b>Term</b>
<b>One (1) Alderman (at large)</b>	Two-Year Term
<b>One (1) Alderman (at large)</b>	Two-Year Term

Said officials to hold office until their successors in such offices are duly elected, appointed, qualified and installed in office.

**Section 2.** The St. Louis County Board of Election Commissioners (the “Election Board”) shall conduct such election according to law and certify the results thereof. The Election Board shall designate such polling places as shall be required for the election and shall appoint such necessary election officials as may be required for the conduct thereof. The Election Board shall also publish notice of the election as shall be required by law and shall do and perform such other necessary acts as may be required to conduct the election in accordance with the statutes of the State of Missouri and the Ordinances of Twin Oaks.

**Section 3.** The polls for the election shall open at six o’clock (6:00) a.m. and remain open until seven o’clock (7:00) p.m. under the direction and supervision of the Election Board as aforesaid. Time referred to herein is official time according to law.

**Section 4.** Persons desiring to file declarations of candidacy for any office to be elected at the election may do so between eight o’clock (8:00) a.m. on **Tuesday, December 5, 2023**, and five o’clock (5:00) p.m. on **Tuesday, December 26, 2023**, at such times as the Twin Oaks City Hall shall be open for business. Declarations of candidacy shall be filed with the City Clerk or her designee.

**Section 5.** The City Clerk shall, on or before December 5, 2023, notify the public of the opening filing date, the office, or offices to be filled, the proper place for filing and the closing filing date of the election. Such notification may be accomplished by legal notice published in at least one newspaper of general circulation in Twin Oaks.

**Section 6.** The City Clerk is authorized and directed, not later than 5:00 p.m. on January 23, 2024, to certify to the Election Board all candidates and offices and such further information as may be required by the Election Board with respect to said election and to complete and execute such forms as may be required by law, Twin Oaks, or the Election Board relative thereto.

**Section 7.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 1<sup>ST</sup> DAY OF NOVEMBER 2023.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk/Administrator

**AN ORDINANCE AMENDING CHAPTER 615, OF THE TWIN OAKS  
MUNICIPAL CODE, RELATING TO CHANGES IN STATE LAWS  
REGULATING VIDEO SERVICE PROVIDERS.**

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WHEREAS, the Missouri General Assembly passed SBs 153 & 97 in 2021 (the “2021 Legislation”) which, among other state law changes, altered the obligations of video service providers in their use of the City’s rights-of-way; and

WHEREAS, among those altered obligations of video service providers, the Missouri General Assembly provided for a gradual decrease on the maximum franchise fee chargeable from 5% to 2.5 found in Section 67.2689 RSMo; and

WHEREAS, the gradual decrease in video services franchise fees in Section 67.2689 RSMo. decreases the maximum allowable franchise fee for video services by 0.5% annually, to take place from August 28, 2023, to August 28, 2027; and

WHEREAS, the Board of Aldermen desires to codify this decrease in video service provider franchise fees to prevent any confusion, overpayment, or overcharge from video service providers or from customers of such providers to the extent that the amendments to Section 67.2689 RSMo. found in the 2021 Legislation are enforceable and not further amended, superseded, or preempted; and

WHEREAS, the Board of Aldermen intends for this video service provider franchise fee decrease to occur annually at the beginning of the final quarter of the calendar year in accordance with Section 67.2689 RSMo.; and

WHEREAS, the Board of Aldermen also desires to provide for any additional authority necessary to effectuate this change in video service provider franchise fees, including any necessary transmissions to video services providers or the Missouri Public Service Commission (the “PSC”).

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

**Section 1.** Section 615.040, to be entitled “Video Service Provider Fee”, is hereby amended to add the underlined text and to repeal the ~~struck-through~~ text, to read as follows:

**Section 615.040. Video Service Provider Fee.**

A. Each video service provider shall pay to the City a video service provider fee ~~in the amount of five percent (5%) of~~ on the provider's gross revenues on or before the last day of the month following the end of each calendar quarter at a rate as follows:

Starting August 28, 2023, a franchise fee rate of 4.5%;

Starting August 28, 2024, a franchise fee rate of 4%;

Starting August 28, 2025, a franchise fee rate of 3.5%;

Starting August 28, 2026, a franchise fee rate of 3%; and

Starting August 28, 2027, a franchise fee rate of 2.5%

Provided, however, if Section 67.2689 RSMo. is further amended, superseded, or is preempted by federal regulation or statute, the City will charge the maximum allowable franchise fee rate upon video service providers. The franchise fee shall be paid on the provider's gross revenues on or before the last day of the month following the end of each calendar quarter. The City may further adjust the video service provider fee as permitted in Section 67.2689, RSMo., if necessary. The City may adjust the video service provider fee as permitted in Section 67.2689, RSMo. Late payments shall accrue interest due to the City compounded monthly at one and one-half percent (1.5%) or such other maximum rate as may be established by law.

**Section 3.** All other provisions within Section 615.040 not amended herein shall remain in full force and effect.

**Section 3.** The City Clerk/Administrator and City Attorney are hereby authorized to take all other steps to effectuate the purpose of this ordinance, including sending notice to the Missouri PSC or video service providers as may be required by law, or otherwise determined to be prudent, for the correct and accurate collection of the video service provider franchise fees.

**Section 4.** The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds that the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** This Ordinance shall be governed by and construed in accordance with the applicable laws of the State of Missouri.

**Section 6.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 1<sup>ST</sup> DAY OF NOVEMBER 2023.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk/Administrator

RESOLUTION NO. 2023-23

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING AN AGREEMENT WITH HARVEY SERVICES INC. FOR  
IMPROVEMENTS TO THE PAVER PATH FROM GOLDEN OAK  
COURT TO 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, the City Purchase Contract with Harvey Services Inc. for improvements to the brick pavers on the path from Golden Oak Court to Twin Oaks Park at a base price of \$2,150.00 substantially in the form of the Agreement attached hereto as “Exhibit 1” and incorporated herein by reference.

**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 1st DAY OF NOVEMBER 2023,  
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk

## **Twin Oaks, Missouri**

### **CONTRACTOR SERVICES CONTRACT**

THIS AGREEMENT, made and effective as of \_\_\_\_\_, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and Harvey Services, Inc., a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 224 Robin Hill Lane, Ballwin, MO 63021.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for work removing the current pavers, cutting out tree roots, leveling the path and re-installing the brick pavers on the path from Golden Oak Lane to 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: *Paver Path Fix — Golden Oak Ct. to 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 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 \$2,150.00 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**

The Work shall be commenced no sooner than January 1, 2024, on \_\_\_\_\_, and shall be completed in a reasonable manner no later than \_\_\_\_\_. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this

Contract in the amount of \$50.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

**Harvey Services, Inc.**

**CITY OF TWIN OAKS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

City Clerk



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**Proposal**

# Harvey's Services Inc.

## Proposal

Date	Estimate #
10/7/2023	482

Commercial - Residential Lawn Care / Landscaping / Home Maintenance

Name / Address
City of Twin Oaks 1381 Big Bend Rd. Twin Oaks, Mo. 63021

## 314-450-0960

*"The Helping Hand"*

224 Robin Hill Lane Ballwin, Mo. 63021

Item	Description	Cost	Qty	Total
Landscaping	Neighborhood Sidewalk going to Park- Remove current pavers, cut roots out causing lifting and shifting to paver sidewalk, install 1 yard of rock screenings and compact with hand tamper, install old removed pavers back into place, install paver plastic edging to hold pavers in place with nails, then finally cover pavers with 2 bags of polymeric sand and sweep into joints to lock in. City official will water in after work has been completed (Labor, materials, and delivery are included into the price) SIDEWALK WILL BE CLOSED TO PUBLIC FOR 1 DAY	2,150.00		2,150.00

Thank you for a chance to compete for your business.	<b>Total</b>	\$2,150.00
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**Exhibit B  
Insurance**

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

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

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

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

RESOLUTION NO. 2023-24

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING AN AGREEMENT WITH J CO. LAWN CARE, DBA J CO.  
HOLIDAY LIGHTING, FOR INSTALLATION OF A HOLIDAY  
DISPLAY AT THE TWIN OAKS TOWN HALL.**

---

**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, the City Purchase Contract with J Co. Lawn Care, Inc. for installation of a holiday lighting display at Twin Oaks Town Hall for a total price not to exceed \$1,395.00 substantially in the form of the Agreement attached hereto as “Exhibit 1” and incorporated herein by reference.

**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 1st DAY OF NOVEMBER 2023,  
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk

## 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 J Co. Lawn Care, DBA J Co. Holiday Lighting, hereinafter referred to as “Contractor,” with a business mailing address of PO Box 372, Cedar Hill, MO 63016.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** (the “Proposal”) and incorporated herein by reference, for installation of a holiday lighting display, as described on Exhibit A, 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: *Installation of Holiday Lighting Display — Twin Oaks Town Hall.*

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 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**

The City hereby agrees to pay the Contractor a total amount not to exceed \$1,395.00, 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 Saturday, December 2, 2023. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$50.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

**J CO. HOLIDAY LIGHTING  
J CO. LAWN CARE**

**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**

**J Co Holiday Lighting**  
 NEW MAILING ADDRESS:  
 PO Box 372  
 Cedar Hill, MO 63016

# ESTIMATE



J Co Lawn Care, LLC; DBA J Co  
 Holiday Lighting

800-537-8962  
 J Co Lawn Care clients please  
 call/text 636-222-1673

Twin Oaks Park  
 1 Twin Oaks Court  
 Manchester, MO 63021

**Service Address**  
 Twin Oaks Park  
 1 Twin Oaks Court  
 Manchester, MO 63021

Estimate # 6871  
 Estimate Date 10/26/2023  
**Estimate Total \$1395.00**

Item	Description	Cost	Quantity	Total
	Christmas Bushes and Trees Front of building Bushes and trees Mini LED lights 2,500 total lights on trees and bushes	\$31.00	25	\$775.00
	Christmas Bushes and Trees Side facing Big Bend Bushes and trees Mini LED lights 2,000 total lights on trees	\$31.00	20	\$620.00

**Terms**

1. This agreement only covers the structure(s) listed on the front of this agreement.
2. **PAYMENT SCHEDULE:** Payment for install is due on or before DAY OF INSTALL. Any payment that is 10 days past date of install will receive a \$25 late fee, 15 days past date of install will receive an additional \$25 late fee, 20 days past date of install the lights will be removed. The payment schedule and removal of lights will lessen depending upon install date in December only.
3. **NON PAYMENT:** In case of non-payment or default by the purchaser, J Co Holiday Lighting reserves the right to terminate this agreement and enforce full payment of the balance due and that if purchaser refuses to pay term of agreement, lights will be repossessed and that reasonable attorney's fees and costs of collection shall be paid by purchaser. Customer acknowledges by signing this agreement that they are responsible for keeping their account in good standing with J Co Holiday Lighting.
4. **INSURANCE:** J Co Holiday Lighting shall furnish a certificate of insurance upon request.
5. It is specifically understood and agreed that the company and customer are bound only by the terms and conditions of this agreement and not by any other representation(s), understandings and/or agreements; oral or otherwise.
6. **SERVICE GUARANTEE:** We will perform your service as agreed upon on the front of this agreement provided that the customer has all services performed as outlined on the front of this agreement and cooperates with J Co Holiday Lighting by keeping all billing current.
7. It is understood that all equipment is the sole property of J Co Holiday Lighting and that theft and/or damage (not by Mother Nature) to any said equipment is the responsibility of the customer to replace at an additional equipment charge. In the event that a customer wishes to discontinue service, all said equipment is to be returned to J Co Holiday Lighting promptly and that in the event that the customer refuses to return said equipment, the customer will be charged for any lost/damaged/stolen equipment that is not recovered by J Co Holiday Lighting.
8. **SERVICE CALLS:** We will perform all service calls as needed on our equipment. Any service call that is NOT Mother Nature, equipment failure or service tech error will receive a \$50 per service + any additional equipment cost to repair back to full functionality. Service call charges need to be paid on or before repair.
9. **DEPOSIT:** Deposit is to hold a spot on the schedule. It is non-refundable.

**Subtotal \$1395.00**  
**Tax \$0.00**  
**Estimate Total \$1395.00**

Cancellation of service will not result in deposit refund.  
10. By signing this Estimate you are agreeing to the terms above.

**Notes**

ALL OPTIONS ARE A LA CARTE ONLY TAKE THE OPTIONS YOU LIKE

All Options

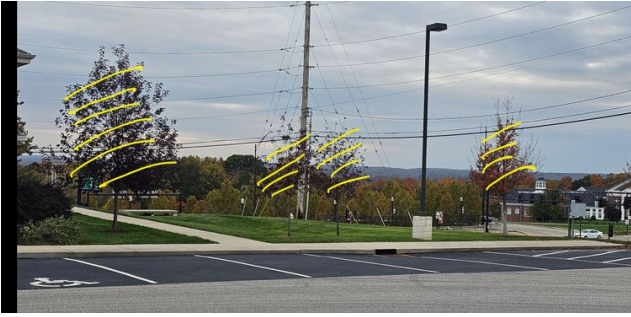
2023 \$1395

2024 November \$1255.50

2024 October \$1192.72

Colors I'm drawing with do not represent your bulb color! Its just to separate prices of different items.

\*\*\*IF YOU DO NOT CHOOSE YOUR BULB COLORS AT THIS TIME, YOUR BULBS WILL BE INSTALLED AS WARM WHITE.\*\*\*



**Exhibit B  
Insurance**

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

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

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

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**J Co Holiday Lighting**  
 NEW MAILING ADDRESS:  
 PO Box 372  
 Cedar Hill, MO 63016

# ESTIMATE



800-537-8962  
 J Co Lawn Care clients please  
 call/text 636-222-1673

J Co Lawn Care, LLC; DBA J Co  
 Holiday Lighting

Twin Oaks Park  
 1 Twin Oaks Court  
 Manchester, MO 63021

**Service Address**  
 Twin Oaks Park  
 1 Twin Oaks Court  
 Manchester, MO 63021

Estimate # 6872  
 Estimate Date 10/26/2023  
**Estimate Total \$0.00**

Item	Description	Cost	Quantity	Total
	Christmas Other Option #1 \$1468.00	\$0.00	1	\$0.00
	Replace existing c7 warm white bulbs from roofline with G30 or multi color c7 for Christmas and remove in January			

	Christmas Other Option #2 \$1600.00	\$0.00	1	\$0.00
	Maintenance of preexisting lights on roofline of building.			
	Once per quarter we will inspect all of our lighting on structure and provide repairs as required to keep lights in working order.			
	Any repairs needed outside 4 per year due to weather damage will be provided at no cost to you the customer.			
	Any repairs for out bulbs outside the 4 per year will include a service charge of \$125.00			
	Customer can change colors of bulbs during each of the 4 quarterly services at no extra cost.			

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- NON PAYMENT:** In case of non-payment or default by the purchaser, J Co Holiday Lighting reserves the right to terminate this agreement and enforce full payment of the balance due and that if purchaser refuses to pay term of agreement, lights will be repossessed and that reasonable attorney's fees and costs of collection shall be paid by purchaser. Customer acknowledges by signing this agreement that they are responsible for keeping their account in good standing with J Co Holiday Lighting.
- INSURANCE:** J Co Holiday Lighting shall furnish a certificate of insurance upon request.
- It is specifically understood and agreed that the company and customer are bound only by the terms and conditions of this agreement and not by any other representation(s), understandings and/or agreements; oral or otherwise.
- SERVICE GUARANTEE:** We will perform your service as agreed upon on the front of this agreement provided that the customer has all services performed as outlined

<b>Subtotal</b>	<b>\$0.00</b>
<b>Tax</b>	\$0.00
<b>Estimate Total</b>	<b>\$0.00</b>



on the front of this agreement and cooperates with J Co Holiday Lighting by keeping all billing current.

7. It is understood that all equipment is the sole property of J Co Holiday Lighting and that theft and/or damage (not by Mother Nature) to any said equipment is the responsibility of the customer to replace at an additional equipment charge. In the event that a customer wishes to discontinue service, all said equipment is to be returned to J Co Holiday Lighting promptly and that in the event that the customer refuses to return said equipment, the customer will be charged for any lost/damaged/stolen equipment that is not recovered by J Co Holiday Lighting.

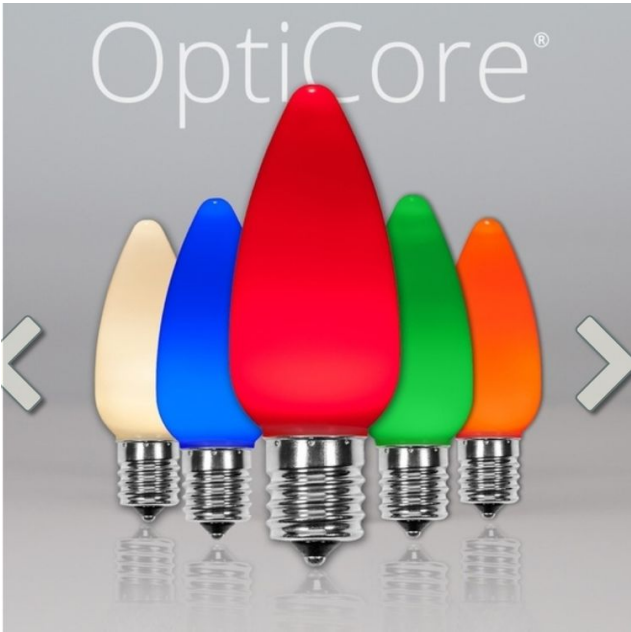
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9. DEPOSIT: Deposit is to hold a spot on the schedule. It is non-refundable. Cancellation of service will not result in deposit refund.

10. By signing this Estimate you are agreeing to the terms above.

**Notes**

ALL OPTIONS ARE A LA CARTE ONLY TAKE THE OPTIONS YOU LIKE





G30 Pearl White Globe Lights



G30 Clear Globe Lights

*source: <https://www.yardenvy.com/blog/globe-light-size-comparison>*

# City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

**October 27, 2023**

## General Updates

### **Twin Oaks Park Calendar Photo Submissions**

- The City is now accepting photo submissions for the Twin Oaks Park calendar. Submissions are due Nov. 8.

### **Worker's Comp Insurance Increase**

- The City's formal dispute was successful and Accident Fund has received the employee classifications to properly reflect the job duties performed by the City Clerk/Administrator and Assistant Clerk. Accident Fund will credit the difference to the City's account.

### **Radar Sign Battery**

- One of the new batteries for the speed radar signs is no longer holding a charge. The battery is still under warranty, so the City will be receiving a free replacement.

### **Street Sweeping**

- Staff is currently working on acquiring bids for a Citywide street sweeping following the final leaf vacuuming on Dec. 12.

## Project Updates

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

- Negotiations are continuing for the ROW acquisition. BFA has completed draft plans for the stormwater infrastructure at Crescent Road and Laws Court and has submitted them to MSD for review and approval.

### **New Intersection Banners**

- Craftsmen Industries completed the installation of the new vinyl welcome banners at the Highway 141/Big Bend Road intersection on Oct. 23.

### **Pedestrian Bridge Replacement**

- SCE is tracking Dec. 14th as the delivery date for the new bridge. The exact installation date in the park will be determined once the delivery date is confirmed.