

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, NOVEMBER 2, 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 19, 2022
 - b) Board of Aldermen Work Session Minutes from October 19, 2022
 - c) Board of Aldermen Closed Session Minutes from October 19, 2022
 - d) Bills List from Oct. 15 to Oct. 28, 2022
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Police Report — Officer John Wehner
- 7) CITIZEN COMMENTS
- 8) NEW BUSINESS
 - a) Bill No. 2022-24: AN ORDINANCE PROVIDING FOR THE HOLDING OF THE GENERAL ELECTION FOR TWIN OAKS, MISSOURI, ON APRIL 4, 2023.
 - b) Resolution No. 2022-25: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH GAMMA TREE SERVICE FOR THE REMOVAL OF A DEAD WHITE OAK TREE IN TWIN OAKS PARK.
 - c) Resolution No. 2022-26: A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SCHAEFFER ELECTRIC COMPANY FOR ELECTRICAL SERVICES IN TWIN OAKS PARK.
 - d) Resolution No. 2022-27: A RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF TWIN OAKS CAPITAL ASSETS POLICY.
- 9) DISCUSSION ITEMS
- 10) ATTORNEY’S REPORT

11) CITY CLERK'S REPORT

12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

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

14) CLOSED SESSION

Upon a motion duly made and approved, the Board of Aldermen intends go into closed session pursuant to Chapter 610 RSMo for the purpose of dealing with matters relating to the following: legal actions, causes of action or litigation involving a public governmental body, and any confidential or privileged communications between a public governmental body or its representatives and its attorneys (610.021(1) RSMo.); and specifications for competitive bidding (610.021(11) RSMo.).

15) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: October 31, 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 19, 2022**

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

Mayor: Russ Fortune – yea

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

Also Present: Frank Johnson, City Clerk/Administrator
Paul Rost, City Attorney
Jeff Blume, Financial Consultant

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

APPROVAL OF THE AGENDA

Mayor Russ Fortune asked if there were any additions or changes to the Agenda. There being no changes, Mayor Fortune asked for a motion to approve the Agenda. Alderman Lisa Eisenhauer so motioned and seconded by Alderman Dennis Whitmore. 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 Regular Meeting Minutes from October 5, 2022; the Bills list from October 1 through October 14, 2022; and the Credit Card List from September 1 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

Park Committee: Chairman Joe Krewson presented the Park Committee report. Mr. Krewson presented the Board with the proposed Park Events and dates for 2023. Bingo/Chili Evening, Easter Egg Hunt, and Concerts will remain the same. The Park Committee proposed new dates for Family Fun Day and National Night Out (NNO). Dates submitted are Family Fun Day, Sept. 23, 2023 and NNO, Oct. 10, 2023. Moving Family Fun Day was recommended to avoid Homecoming with area schools. There were parking issues at Family Fun Day this year due to the popularity of this event and the addition of Homecoming activities. The Park Committee reviewed the Family

Fun Day activities and suggested adding additional face painter and balloon artist next year to help the lines move more efficiently. The Park Committee is also looking at the calendar to add an additional Movie Night to the Park Events, possibly in conjunction with NNO. The Board discussed the value of buying vs. renting the equipment needed for hosting a Movie Night in the Park. Mr. Krewson informed the Board that Water Play Day was eliminated from the Event schedule.

Alderman Milne attended the Park Committee meeting and presented an idea for installing a beginner 9 Hole Disk Golf course in the Park. The course would utilize the entire park with minimal impact and cost.

Mr. Krewson reminded the Board of the upcoming Christmas Lighting that will be held on Dec. 4 in the park pavilion. The next Park Committee meeting has been moved to Monday Nov. 7 due to schedule conflicts.

Financial Statements: Financial Consultant Jeff Blume reviewed the City’s revenues and expenses through the month of September. Revenues are running above predicted budget. Mayor Russ Fortune and City Clerk/Administrator Johnson closed a number of old bank accounts that the City was maintaining and placed the funds into two City accounts. This consolidation will create a clearer, simpler accounting system. The City of Twin Oaks fund balance is \$1.4 million, placing the City in a strong financial position.

CITIZEN COMMENTS

There were no citizen comments.

NEW BUSINESS

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. City Clerk/Administrator Johnson read the resolution. City Clerk/Administrator Johnson clarified that this contract is to clear the dead trees in Twin Oaks Park from the “Cow Pond” area behind the City-owned property at 50 Crescent Avenue. An RFP was sent out for this project and the City received two bids. Davey Tree Expert Company was selected as the lowest and best bid. Once the trees are cleared from this area the City can begin to prepare the area for public use as an additional space for the Park. Mayor Fortune asked for a second reading. Mayor Fortune asked for any additional question regarding Resolution No. 2022-24. Alderman Eisenhauer motioned to approve Resolution No. 2022-24, seconded by Alderman Tim Stoeckl and the motion passed by a unanimous voice vote.

DISCUSSION ITEMS

2023 Third of July Fireworks Display: City Clerk/Administrator Johnson presented to the Board J&M proposal for the 2023 Fireworks show. The proposal is identical to the price for the 2022 contract. City Clerk/Administrator Johnson reminded the Board of the contract that was signed by

J&M in 2022 stating that the increased cost from \$26,000 to \$30,000 would be agreed upon for the 2022 show and that the cost would return to the previous contract of \$26,000 for 2023. Following a discussion the Board has instructed City Clerk/Administrator Johnson to gather costs from other Firework Companies.

Autumn Leaf Gate to Twin Oaks Park: City Clerk/Administrator Johnson returned to a previous discussion of the Autumn Leaf gate. City Clerk/Administrator Johnson presented to the Board an agreement with the Condominium HOA Board stating that signs need to be posted for the public to close the gate upon entering or exiting the park. Following a discussion, the Board instructed City Clerk/Administrator Johnson to install signs and have the gate fixed so that it closes but doesn't latch.

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 informed the Board that the City's accountant is recommending a revision to the City's Capital Asset Policy, which would increase the threshold for capitalizing non-infrastructure assets from \$1,500 to \$5,000. An ordinance approving the change will be on the agenda for the next Board meeting.

MAYOR & ALDERMEN COMMENTS

Mayor Fortune informed the Board that he will be attending the November second meeting via zoom. He will be recovering from hip surgery and be unable to attend in person. Mayor Fortune did inquire about the progress of Ace Hardware renovations. City Clerk/Administrator Johnson confirmed that all design updates have been approved and that construction has resumed.

Alderman Eisenhauer informed the Board that she will be absent on the November second meeting.

Alderman Whitmore remarked about the lights on the Schnucks building are not illuminated. City Clerk/Administrator Johnson has been in contact with both Schnucks and DESCO regarding the lighting. The Schnucks management has informed City Clerk/Administrator Johnson that a work order has been submitted to Schnucks corporate office.

FINAL CITIZEN COMMENTS

Jeff Graves asked if the City was still issuing Commercial Photography Permits. City Clerk/Administrator Johnson confirmed that there have been permits issued.

CLOSED SESSION

Mayor Fortune asked for a motion to move into Closed Session. Alderman Whitmore motioned to move into closed session, seconded by Alderman Milne. Upon a motion duly made and approved, the Board of Aldermen intends to go into closed session at 7:59 p.m. pursuant to Chapter 610 RSMo for the purpose of dealing with matters relating to the following: legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys (610.021(1) RSMo.). The motion passed on a roll call vote as follows: Alderman Milne-yea, Alderman Whitmore-yea, Alderman Stoeckl-yea and Alderman Eisenhauer-yea.

ADJOURNMENT

The Board return to regular session, at 8:45 pm. There being no further business Mayor Fortune ask for a motion to adjourn the meeting. Alderman Milne so motioned, seconded by Aldermen Eisenhauer and the regular meeting was adjourned at 8:46 pm.

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 19, 2022**

The Work Session was called to order by City Clerk/Administrator Frank Johnson at 6:00 p.m. pursuant to public notice and agenda. Those in attendance were:

Mayor Russ Fortune

Aldermen Lisa Eisenhauer
Tim Stoeckl
April Milne
Dennis Whitmore

Also Present: Paul Rost, City Attorney
Jeff Blume, Financial Consultant

Refinancing City Hall has eliminated the huge balloon payment and placed the City into a very stable financial position.

2023 BUDGET DRAFT

Financial Consultant, Jeff Blume reviewed the City of Twin Oaks 2023 budget. The draft budget is very close to previous years as the majority of expenses for the City are fixed and costs haven't changed drastically. Mr. Blume worked with City Clerk/Administrator Johnson to create a more transparent accounting structure for the City's expenditures and fees. These small adjustments will allow for more appropriate budgeting.

Mr. Blume highlighted several line items for the Board to review and explained his methods for forecasting revenues and expenditures. The budget reflects a five percent increase in cost-of-living increases for City staff. The Board requested that the expenses for the Crescent Avenue Sidewalk project be shared between the Road fund and the Parks/Stormwater Fund, as appropriate. City Clerk/Administrator Johnson stated that he will work with City's engineering firm to accomplish this. Mr. Blume finished by stating that, overall, the City's finances are in a great place.

City Clerk/Administrator Johnson stated that the Board could discuss potential salary increases in general terms in the work session, or they could discuss it in closed session if it involved the performance of individual employees. The Board agreed to go to closed session following the regular board meeting.

City Clerk/Administrator Johnson also brought up recent challenges with staffing for Park events. With limited staff and the popularity of park events increasing, the City's current is often lacking the sufficient manpower to manage the events, particularly with regards to parking and traffic control. The Board discussed options for recruiting volunteers from the community to assist with events.

ADJOURNMENT

Alderman April Milne motioned to adjourn the Work Session Meeting at 6:55 p.m., seconded by Alderman Lisa Eisenhauer, and motion passed with the unanimous consent of the Board.

Drafted By: _____
Paula Dries,
Assistant City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson,
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

**City of Twin Oaks
Bills and Applied Payments
October 15 through October 28, 2022**

Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date	
12401	10/15/2022	refund for deposit-PR101522	PR101522	\$100.00	\$100.00	11/2/2022	
12402	10/18/2022	assistant prosecutor for the monty of October	3195	\$54.00	\$54.00	11/2/2022	
12403	10/16/2022	quarterly billing for maintenance contract	C015340	\$335.00	\$335.00	11/2/2022	
12404	10/23/2022	refund for deposit-PR102322	PR102322	\$100.00	\$100.00	11/2/2022	
12405	10/1/2022	6 volunteers for Family Fun Day-donation to NHS (national honor society)		\$220.00	\$220.00	11/2/2022	
12406	10/25/2022	contract charges for Oct to Nov	10494746	\$67.35	\$67.35	11/2/2022	
AutoPay	ATT	10/6/2022	monthly billing for City Hall	11803	\$119.35	\$119.35	11/2/2022
AutoPay	ATT	10/7/2022	monthly billing for 50 Crescent	9698	\$95.22	\$95.22	11/2/2022
AutoPay	MO American Water	10/20/2022	billing for City Hall Irrigation	8240	\$614.06	\$614.06	11/14/2022
AutoPay	MO American Water	10/20/2022	billing for City Hall	7767	\$59.27	\$59.27	11/14/2022
AutoPay	MO American Water	10/20/2022	billing for 1240 Derbyshire Irrig	6868	\$703.87	\$703.87	11/14/2022
AutoPay	MO American Water	10/25/2022	billing for 1 Twin Oaks Ct Park	8845	\$1,320.62	\$1,320.62	11/16/2022
AutoPay	MO American Water	10/24/2022	billing for 1312 Irrigation	5681	\$1,503.74	\$1,503.74	11/16/2022
AutoPay	MSD	10/21/2022	billing for 50 Crescent	0813150-0	\$33.61	\$33.61	11/14/2022
AutoPay	Ameren	10/21/2022	billing for City Hall	8004	\$1,001.31	\$1,001.31	11/14/2022
AutoPay	Ameren	10/21/2022	billing for 50 Crescent Ave, water pump	7008	\$15.29	\$15.29	11/4/2022
AutoPay	Ameren	10/21/2022	billing for Big Bend intersection	9007	\$69.93	\$69.93	11/4/2022
AutoPay	Ameren	10/21/2022	billing for 50 Crescent Ave	2123	\$32.35	\$32.35	11/14/2022
AutoPay	Ameren	10/21/2022	billing for Twin Oaks Ct	5112	\$416.30	\$416.30	11/14/2022
		Alderman					
		Alderman					

**AN ORDINANCE PROVIDING FOR THE HOLDING OF THE GENERAL
ELECTION FOR TWIN OAKS, MISSOURI, ON APRIL 4, 2023**

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 4, 2023, for the purposes of holding an at large election for the following offices:

Office	Term
One (1) Mayor (at large)	Two-Year Term
One (1) Alderman (at large)	Two-Year Term
One (1) Alderman (at large)	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 6, 2022**, and five o'clock (5:00) p.m. on **Tuesday, December 27, 2022**, 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 6, 2022, 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 24, 2023, 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 2nd DAY OF NOVEMBER 2022.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

RESOLUTION NO. 2022-25

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH GAMMA TREE SERVICE FOR THE REMOVAL OF
A DEAD WHITE OAK TREE 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 Gamma Tree Service for services relating to the removal of a dead White Oak tree from a wooded area between the basketball court and sand volleyball court in 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 2th DAY OF NOVEMBER 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 Gamma Tree Service, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 11327 Manchester 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 a large dead White Oak tree from a wooded area between the basketball court and sand volleyball court 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 White Oak Tree — 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 \$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

Time is of the essence. The Work shall be commenced on _____, and shall be completed in a reasonable manner no later than _____. Failure to complete the Work by the

completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$100.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

GAMMA TREE SERVICE

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

**Complete Care of Shade
Trees and Ornamental
Plants**



**P.O. Box 411483
Creve Coeur, MO 63141**

**Office 314-725-6159
Fax 314-725-6022**

Monday, October 17, 2022

City of Twin Oaks
1381 Big Bend Rd
Ballwin, MO 63021
Mobile: 574-7152 John Williams: Email: jwilliams@cityoftwinoaks.com

Thank you for your interest in Gamma Tree Experts. For over 60 years, we have provided quality tree preservation to the community. After careful review of the trees in your landscape, I propose the following:

Job Site: 1381 Big Bend Rd, Ballwin, MO 63021

1.) REMOVAL

Remove large dead White Oak at park between basketball court and sand volleyball court on north side in wooded area. Cut low and haul debris

Total for 1): \$2,150.00

Please contact me at your convenience. Again, thank you for your interest in Gamma Tree Experts.

Sincerely,

Richard Schmitt
ISA Certified Arborist #MW-5572A
(ISA - International Society of Arboriculture)

Customer Acceptance

Date



"YOUR TREES DESERVE THE BEST CARE"



Richard Schmitt
MW-5572A

**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.

**A RESOLUTION APPROVING AND AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT WITH
SCHAEFFER ELECTRIC COMPANY FOR ELECTRICAL
SERVICES IN TWIN OAKS PARK.**

WHEREAS, Section 145.040 of the Twin Oaks Municipal Code provides that, for purchases from five thousand dollars (\$5,000.00) to ten thousand dollars (\$10,000.00), the City Clerk/Administrator is directed to solicit at least three (3) quotes for the item or items which may be solicited and that the bids and staff's recommendations will be submitted to the Board of Aldermen; and

WHEREAS, pursuant to Section 145.040 the City of Twin Oaks (the "City") sought proposals for bids for electrical work to add two electric receptacles and two LED wall packs mounted on the gate posts at the south end of the Twin Oaks Park as more specifically described in the Scope of Work contained in Exhibit A to the Agreement attached hereto (the "Electrical Work"); and,

WHEREAS, in response, the City received only one proposal from Schaeffer Electric Company for the Electrical Work; and,

WHEREAS, pursuant to Section 145.070, the Board can make exceptions to the procurement procedures where, among other reasons, there is only one acceptable vendor capable of furnishing a particular service or where an emergency situation requires immediate purchase of services and time is of the essence; and

WHEREAS, because the availability of electrical contractors for this small job is limited and because there is an urgent need for the work to be completed prior to the holiday lighting event in the Park, the Board of Aldermen finds that above-referenced exceptions are met; and

WHEREAS, the City has considered Schaeffer Electric Company's bid under Chapter 145 of the Twin Oaks Code and finds it to be lowest and best bid.

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of "Exhibit 1" attached hereto and incorporated herein (the "Agreement"), on behalf of Twin Oaks with Schaeffer Electric Company for services relating to the Electrical Work in Twin Oaks Park to be provided under the terms set forth in Exhibit A to the Agreement.

Section 2. The findings contained in the "whereas" clauses above are hereby made a part of this ordinance by reference.

Section 3. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.

THIS RESOLUTION WAS PASSED AND APPROVED THE 2nd DAY OF NOVEMBER 2022,
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 **Schaeffer Electric Company**, a Missouri corporation, hereinafter referred to as “Contractor,” with a business mailing address of 4667 Green Park Road, St. Louis, MO 63123.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A**, and incorporated herein by reference, for certain electrical work 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: *Run electrical wiring to and furnish and install two (2) electrical receptacles and two (2) LED wall pack light on poles for the gate at the south end of 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 “Scope of Work” set forth 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

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

Due at the City’s final acceptance of the Work:	\$9,865.00
---	------------

III. TIME AND MANNER OF PAYMENTS

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

IV. CONTRACT SCHEDULE

Time is of the essence. The Work shall be commenced on _____ and shall be completed in a reasonable manner no later than _____. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$50.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

SCHAEFFER ELECTRIC COMPANY

CITY OF TWIN OAKS

By _____

By _____

Mayor

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



4667 Green Park Rd. • St. Louis, Missouri 63123 • (314) 892-7800 • Fax (314) 892-3320

October 11, 2022

**City of Twin Oaks
#1 Twin Oak Court
Ballwin Mo 63021**

Attn: John Williams

Project Name: Twin Oaks Park

Schaeffer Electric is pleased to provide IBEW union labor, materials, and supervision necessary to complete the following scope of work.

DESCRIPTION OF WORK:

- Furnish and install 1" bore from the existing electrical panel to location #1 by southeast gate opening. Approx. 180'-0"
- Furnish and install 1" bore from location #1 to location #2 by northeast gate opening. Approx 200'-0"
- Furnish and install at the fence, gate location #1, (1) GFI receptacle with weatherproof cover. Above receptacle, (1) LED wall pack with photo cell to be mounted at the top of the fence.
- Furnish and install at the fence, gate location #2, (1) GFI receptacle with weatherproof cover. Above receptacle, (1) LED wall pack with photo cell to be mounted at the top of the fence.

Price:

NINE THOUSAND EIGHT HUNDRED SIXTY-FIVE DOLLARS and 00/100 (\$9,865.00)

QUALIFICATIONS / CLARIFICATIONS

- Electrical permit included.
- No rock or obstruction removal included
- No grass restoration included
- No asphalt or concrete cutting or patching included
- Existing electrical panel to be reused in current condition.
- No overtime included.
- No modifications to any existing code issues outside the scope of work
- Not responsible for any unforeseen conditions or obstructions
- The above proposal is based on work being performed at straight time between the hours of 7:00 AM and 3:30 PM Monday through Friday (Federal holidays excluded).

Sincerely

Tim Bosek
Project Manager
Office: 314-815-3281

Please sign and date the authorization to proceed.

Accepted: _____

Date: _____

Complete Electrical Systems and Repair Service
Performance • Quality • Integrity • Since 1935



TWS LED LED Wall Luminaire



Catalog Number	
Notes	
Type	

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

Width:	6-3/4" (17.2 cm)
Height:	10-7/8" (27.7 cm)
Depth:	5-5/16" (13.5 cm)
Weight:	3.19 lbs (1.45 kg)



Introduction

The popular TWS luminaire is now available with long-lasting, energy-efficient LED technology. Featuring a classic dayform, the TWS LED offers a traditional appearance and is powered by advanced LEDs.

The TWS LED luminaire is powerful yet energy efficient, capable of replacing up to a 70W HPS or 100W MH wall pack while saving up to 80% in energy costs. With long-life LEDs, the TWS LED eliminates frequent lamp and ballast replacements associated with traditional technologies.

Ordering Information

EXAMPLE: TWS LED P1 50K MVOLT PE DDB

TWS LED	Performance Package		Color Temperature		Voltage		Control Options		Finish	
TWS LED	P1	2,124 lumens	50K	5000K ¹	MVOLT	120-277V ²	PE	Photoelectric cell, button type	DDB	Dark bronze

NOTES

- Corrected color temperature (CCT) shown is nominal per ANSI C78, 377-2015.
- MVOLT driver operates on any line voltage from 120-277V (50/60Hz).

FEATURES & SPECIFICATIONS

INTENDED USE

The TWS LED combines traditional wall pack design with high-output LEDs to provide an energy-efficient, low maintenance LED wall pack suitable for replacing up to 70W HPS or 100W MH fixtures. The traditional shape helps maintain building aesthetics when replacing only a portion of your building's wall packs. TWS LED is for outdoor applications such as personnel doors, loading areas, driveways and parking areas.

CONSTRUCTION

Back plate is die-cast aluminum. Front cover is impact-resistant polycarbonate which is fully gasketed. All electronics are protected in the upper housing. Housing is sealed against moisture and environmental contaminants.

FINISH

UV stabilized polycarbonate front cover has dark bronze color which provides superior resistance to corrosion and weathering and that can withstand extreme climate changes without cracking or peeling.

OPTICS

Protective polycarbonate lens covers the LEDs. Prismatic front cover and precision-molded reflector for superior uniformity and fixture spacing. Light engine is available in 5000K (80 min. CRI).

ELECTRICAL

Light engine consists of two high-powered, long-life, high-efficacy LEDs mounted on an internal aluminum heat sink to maximize heat dissipation and promote long life L70/50,000 hours at 40°C). Driver and integral photocell operate at 120V and are fully enclosed in the upper housing. There are no user serviceable parts.

INSTALLATION

Back housing easily mounts to any recessed junction box. With all electronics in upper housing the open lower section makes wiring easy. Mount on any vertical surface. Not recommended in applications where a sprayed stream of water can come in direct contact with polycarbonate lens.

LISTINGS

UL Certified to US and Canadian safety standards for wet-location mounting higher than 4 feet off the ground. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/GPL to confirm which versions are qualified.

Rated for -40°C to 40°C ambient temperature.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications are subject to change without notice.



COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 800-705-SERV (7378) • www.lithonia.com
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Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Actual performance may differ as a result of end-user environment and application.

Performance Package	CCT	System Watts	50K (5000K, 80 CRI)				
			Lumens	B	U	G	LPW
P1	5000K	18W	2,124	1	3	1	118

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.03
10°C	50°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.98

Electrical Load

LED Package	System Watts	Current (A)	
		120V	277V
P1	18W	0.15	0.065

Projected LED Lumen Maintenance

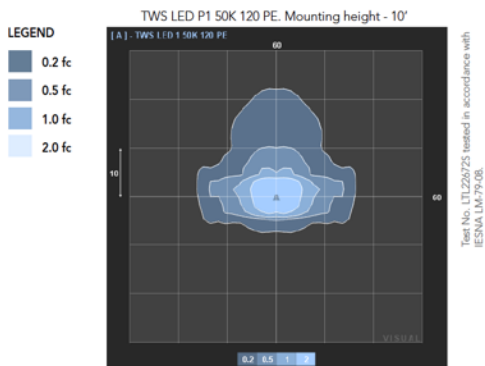
Data references the extrapolated performance projections in a 40°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.97	0.96	0.95

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the [Lithonia Lighting TWS LED homepage](#). Tested in accordance with IESNA LM-79 and LM-80 standards



COMMERCIAL OUTDOOR

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TWS LED
Rev. 03/02/22

**A RESOLUTION APPROVING AN AMENDMENT TO THE
CITY OF TWIN OAKS CAPITAL ASSETS POLICY.**

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 an amendment to the Capital Asset Policy Statement which amendment is set forth in the revised Capital Asset Policy attached hereto as Exhibit 1 and incorporated herein by reference.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 2nd DAY OF NOVEMBER 2022,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1
CITY OF TWIN OAKS
CAPITAL ASSETS POLICY STATEMENT

CITY OF TWIN OAKS
CAPITAL ASSETS POLICY STATEMENT

ACCOUNTING FOR CAPITAL ASSETS

Proper accounting for the cost of capital assets requires that a distinction be made between expenditures, which should be classified as maintenance expenses, and expenditures, which should be capitalized (charged to the capital assets accounts). To facilitate this distinction, the following policies should be followed:

1. All capital assets should be valued at cost or estimated cost if actual cost is not available. Donated capital assets should be valued at their fair market value on the date donated.
2. Capital assets acquired under lease/purchase agreements should be capitalized.
3. Land held for redevelopment should be recorded at the lower of cost or net realizable value.

PROPERTY RECORDS

The property record is a system, which involves the maintenance of a separate record for each capital asset unit.

Information on each property should include brief description, responsible person, location, date acquired, cost, components of the item, etc.

Only non-infrastructure assets of \$5,000 or greater should be included on the property records and accounted for as a capital asset item. Lots or groups of items should not be included when individual items cost less than \$5,000.

Any item of property that is readily separable, and separately useful from a larger assembly of which it forms a part, should be treated as a separate item.

The cost of replacing any property item smaller than \$500 should be accounted for, except for any substantial betterment involved, by charging such cost to maintenance expense.

A "betterment" is defined as an addition made to, or change made in, a capital asset, which is expected to prolong its life or to increase its efficiency over and above that arising from maintenance. Therefore, the cost of which should be added to the property records as a separate item. Betterments should have a cost of \$5,000 or greater to be included as a capital asset.

Minor items of property should include all parts or elements, which make up a unit of property. If a minor item is retired and not replaced, no entry should be made until the retirement of the unit itself. If a minor item is replaced, the cost of replacement should be charged as maintenance expense, unless the entry should be made on the property record. Minor items may include

building roofs, built-in air conditioning systems, or other elements that make up larger items.

THE COST OF EQUIPMENT AND TOOLS

"Equipment" is defined as all tangible property except land, structures, and improvements. If the fund constructs part of its own equipment, all the items in connection with the construction of equipment, including labor and materials, should be added to arrive at the cost of such equipment. If equipment is purchased, the cost includes, in addition to the purchase price, transportation expenses and cost of installation.

Tools are distinguished from equipment by being defined as having a relatively small unit value, less than \$1,500 each. Small tools are particularly susceptible to pilferage, breakage, and loss. Although the unit value of each tool is small, which makes elaborate internal control procedures unreasonable, the total amount spent by the City for tools is sizable enough to warrant some effort to discourage theft and encourage proper use. Periodic physical inventories of tools should be taken to bring to light errors resulting from pilferage and circumvention of the internal control.

INFRASTRUCTURE

In accordance with GASB Statement No. 34, general government infrastructure assets (streets, bridges, sidewalks, easements, right-of-way, etc.) of \$25,000 or greater are being capitalized prospectively from 2004 at historical cost. The costs of normal maintenance and repairs that do not enhance infrastructure functionality or materially extend the life of an asset are not capitalized, such as slab replacement, chip and seal, microsurfacing, or asphalt overlay.

CAPITAL ASSET LIVES

Capitalized assets are depreciated using the straight-line method over the following estimated useful lives:

Asset	Years
Buildings	40
Building improvements	40
Improvements, other than buildings	15
Machinery and equipment	10
Furniture and fixtures	7
Vehicles	5
Computer/data handling equipment	3
Land, easements, and right-of-way	
Infrastructure:	
Culverts and bridges, concrete	40
Parking lots, concrete	35

Culverts and bridges, metal	30
Streets and sidewalks, concrete	30
Traffic signals, streetlights	25
Streets, asphalt	20

CONTROL TRANSACTION OBJECTIVES

1. Property and equipment are purchased only with the proper authorization.
2. Property and equipment purchased are recorded correctly as to account, amount, and period.
3. Physical loss of property and equipment is prevented or promptly detected.
4. Retirements, trade-ins, idle property, equipment, and related losses are identified and recorded correctly.
5. Depreciation, if applicable, is calculated using reasonable lives and acceptable methods and recorded correctly.

POSSIBLE ERRORS OR IRREGULARITIES

1. Property acquisitions not recorded, misclassified, or recorded in wrong period.
2. Property acquired is unnecessary and results in unused or idle capacity.
3. Capital projects improperly closed or not closed.
4. Property acquisitions intentionally misclassified or segmented to inflate expenditures or evade statutory or other legal limitations.
5. Overstated general capital assets account group and understated expenditures.
6. Misappropriation of property and equipment.

COMMON CONTROL POLICIES AND PROCEDURES

1. Detailed property and equipment ledgers are to be maintained and periodically reconciled to general ledger control accounts.
2. Detailed ledgers are to be periodically reconciled to a physical inspection of property and equipment.
3. For property and equipment readily susceptible to theft or damage, the following

safeguarding measures may be followed:

- a. Locks changed periodically and keys signed for, with keys on hand and signed out reconciled to total.
- b. Exposed property secured (bolted, chained, etc.) and weather protected.
- c. Employees with access bonded.
- d. Adequacy of insurance coverage regularly reviewed.
- e. Pass system (approved written document) in use for physical movement of assets off premises, for books, digital cameras, etc.

CITY OF TWIN OAKS
CAPITAL ASSETS POLICY STATEMENT

ACCOUNTING FOR CAPITAL ASSETS

Proper accounting for the cost of capital assets requires that a distinction be made between ex-penditures, which should be classified as maintenance expenses, and expenditures, which should be capitalized (charged to the capital assets accounts). ~~In order to~~To facilitate this distinction, the following policies should be followed:

1. All capital assets should be valued at cost or estimated cost if actual cost is not available. Donated capital assets should be valued at their fair market value on the date donated.
2. Capital assets acquired under lease/purchase agreements should be capitalized.
3. Land held for redevelopment should be recorded at the lower of cost or net realizable value.

PROPERTY RECORDS

The property record is a system, which involves the maintenance of a separate record for each capital asset unit.

Information on each property should include brief description, responsible person, location, date acquired, cost, ~~property tag # (as applicable)~~, components of the item, etc.

Only non-infrastructure assets items of ~~\$5,000~~1,500 or greater should be included on the property records and accounted for as a capital asset item. Lots or groups of items should not be included when individual items cost less than ~~\$5,000~~1,500.

Any item of property that is readily separable, and separately useful from a larger assembly of which it forms a part, should be treated as a separate item.

The cost of replacing any property item smaller than \$500 should be accounted for, except for any substantial betterment involved, by charging such cost to maintenance expense.

A "betterment" is defined as an addition made to, or change made in, a capital asset, which is expected to prolong its life or to increase its efficiency over and above that arising from maintenance. Therefore, the cost of which should be added to the property records as a separate item. Betterments should have a cost of ~~\$~~25,000 or greater to be included as a capital asset.

Minor items of property should include all parts or elements, which make up a unit of property. If a minor item is retired and not replaced, no entry should be made until the retirement of the unit itself. If a minor item is replaced, the cost of replacement should be charged as maintenance expense, unless the entry should be made on the property record. Minor items may include

building roofs, built-in air conditioning systems, or other elements that make up larger items.

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CAPITAL ASSET DATA SHEET

~~THE VILLAGE'S CITY'S POLICY IS TO ONLY INVENTORY ITEMS COSTING GREATER THAN
\$5,000/1,500 EACH.~~

Instructions

- ~~1. Complete form and attach copy of vendor invoice for assets exceeding \$5,000/1,500~~
- ~~2. Submit to Designated Person (Administrator) for inclusion into asset inventory~~
- ~~3. Place tag on asset and add to inventory list~~

Description of item: _____

Purchased from: _____

Date Received: _____ P.O. # _____ Tag # _____

_____ Purchase Price \$ _____

_____ Less Trade in \$ _____

_____ Total Cost \$ _____

City Clerk/Administrator _____ Date _____

ITEM REMOVED FROM CITY INVENTORY

~~THE VILLAGE'S CITY'S POLICY IS TO ONLY INVENTORY ITEMS COSTING GREATER THAN
\$5,0001,500 EACH.~~

Instructions

- ~~1. Complete form and attach copy of vendor invoice for assets exceeding \$5,0001,500~~
- ~~2. Submit to Designated Person (Administrator) for inclusion into asset inventory~~
- ~~3. Place tag on asset and add to inventory list~~

Description of item: _____

Date Disposed of: _____ Amount Received: \$ _____ Tag # _____

Reason for Disposal: _____

City Clerk/Administrator _____ Date _____

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

Oct. 28, 2022

General Updates

Municipal Court

- The City has received its location code and an initial court date of Jan. 25, 2023. We have received a checklist from St. Louis County with all the steps necessary for the transition to the new court and are continuing to coordinate with Engelmeyer & Pezzani to complete them.

Shred Event

- The City of Twin Oaks will hold a Shred Day on Nov. 19 from 9-11 a.m. at the Twin Oaks Town Hall.

Municipal Officials Training Academy

- City office staff attended a virtual training on Sunshine Law through the Municipal Officials Training Academy on Oct. 27.

Project Updates

Curb Repair Project

- The contractor is currently looking at the week of Nov. 14 for the project start date. We are working with them to ensure residents have access to their driveways during the Thanksgiving holiday.

Crescent Ave. Sidewalk

- Work has started on preparing the preliminary site plan for the entire project. See the attached status report from BFA for details.

Park Bridge Repair/Replacement

- LandCare has provided their feedback on the cost estimates for the repair and replacement options for the bridge. The initial assessment from their engineer firm, the Lochmueller Group, found the following:
 - a. The repair and rehabilitation work option will be labor intensive and very likely 50-100% above the stated estimate reported, making it an “expensive band aid” that may possibly only get the City 5 to 10 more years.
 - b. Replacing the superstructure with a similar type bridge, timber or steel truss, seems to be the most straightforward approach that allows for the reuse or modification of the existing concrete abutments.
 - c. All construction costs including labor have risen sharply. The cost estimates reported are low in their opinion.

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.

Sidewalk Repair at Big Bend Rd and Highway 141

- Crowder estimates they will have the broken section repaired by Nov. 4.