

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, NOVEMBER 15, 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 November 1, 2023
 - b) Bills List from October 28 to November 9, 2023
- 6) **2024 BUDGET PUBLIC HEARING**
- 7) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Financial Statements – Dave Watson
 - b) Park Committee – Joe Krewson
- 8) CITIZEN COMMENT
- 9) NEW BUSINESS
 - a) **Resolution No. 2023-26:** A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT BETWEEN THE CITY OF TWIN OAKS AND ARC PYROTECHNICS, INC. FOR THE 2024 THIRD OF JULY FIREWORKS DISPLAY
 - b) **Resolution No. 2023-27:** A RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE PROSECUTING ATTORNEY SERVICES AGREEMENT WITH TIM ENGELMEYER AND ENGELMEYER & PEZZANI, LLC.
- 10) DISCUSSION ITEMS
- 11) ATTORNEY’S REPORT
- 12) CITY CLERK’S REPORT
- 13) MAYOR AND ALDERMEN COMMENTS

14) FINAL CITIZEN COMMENTS

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

15) 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 NOVEMBER 1, 2023**

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 – absent Tim Stoeckl – yea

Also Present: Frank Johnson, City Clerk/Administrator
Paul Rost, City Attorney

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

APPROVAL OF THE AGENDA

Mayor Fortune asked to make a motion to approval of the Agenda. Alderman Tim Stoeckl so motioned, seconded by Alderman Lisa Eisenhauer. The motion passed by a unanimous 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 18, 2023; Work Session Minutes from October 18, 2023; Board of Aldermen Closed Meeting Minutes from October 18, 2023; and Bills List from October 14 to October 27, 2023. With no questions or comments Alderman April Milne motioned to approve the consent agenda, seconded by Alderman Stoeckl. The motion passed by a unanimous voice vote.

REPORT OF COMMITTEES/COMMISSION/CONTRACTORS

Police Report: Officer John Wehner presented the Police Report for the Month of September, including radio calls, written reports, traffic stops, crimes and auto accidents. He recorded seven auto accidents, the majority occurring at the intersection of 141 and Big Bend, and one larceny reported. Following a brief discussion the Board requested an annual report that will include radar sign information, auto accident locations, and resulting damages.

Citizen Comments

There were no citizen comments.

New Business

Bill No. 23-16: An Ordinance Providing for the Holding of the General Election for Twin Oaks, Missouri, on April 2, 2024. City Clerk/Administrator Johnson read Bill No. 23-16. He informed the Board that the filing for candidates opens December 5 and closes December 26, 2023. City Clerk/Administrator Johnson read Bill No. 23-16 for a second time. Alderman Eisenhower motioned to approve Bill No. 23-16, seconded by Alderman Milne. The motion passed on a roll call vote as follows: Alderman Eisenhower-yea, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-absent. Mayor Fortune stated that Bill No. 23-16 being duly passed becomes Ordinance No. 23-16.

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. City Clerk/Administrator Johnson read Bill No. 23-17. City Attorney Paul Rost stated that this ordinance will have the City's code reflect the changes passed by the State of Missouri. City Clerk/Administrator Johnson read Bill No. 23-17 a second time. Alderman Milne motioned to approve Bill No. 23-17, seconded by Alderman Eisenhower. The motion passed on a roll call vote as follows: Alderman Eisenhower-yea, Alderman Stoeckl-yea, Alderman Milne-yea, and Alderman Whitmore-absent. Mayor Fortune stated that Bill No. 23-17 being duly passed becomes Ordinance No. 23-17.

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. City Clerk/Administrator Johnson read Resolution No. 2023-23. City Clerk/Administrator Johnson explained that this is for the Golden Oak pedestrian path that leads to the Park and that the pavers have been disturbed due to tree roots creating a trip hazard. He explained that Harvey will be able to complete the project in a single day and will reuse the existing stone. This work will be done in 2024. Alderman Eisenhower motioned to approve Resolution No. 2023-23, seconded by Alderman Stoeckl. Resolution No. 2023-23 passed by a vote of three yes, zero no and one absent.

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. City Clerk/Administrator Johnson read Resolution No. 2023-24. He clarified that this agreement is for the Holiday Lighting at City Hall in lieu of lighting the park this year and that the cost is less than lighting the Park. Alderman Stoeckl motioned to approve Resolution No. 2023-24, seconded by Alderman Milne. Resolution No. 2023-24 passed by a vote of three yes, zero no, and one absent.

Resolution No. 2023-25: A Resolution Approving an Agreement with Sweetens Concrete Services LLC for the 2023 Curb Improvement Project. City Clerk/Administrator Johnson read

Resolution No. 2023-25. City Clerk/Administrator Johnson stated this resolution is for the curb work on Big Bend and Meramec Station Road that needed to be rebid to include county permit requirements. He reported that the City received five bids and, due to a miscommunication between staff, the bidders were asked to revise their bids to reflect a change in the liner feet needed for the project from 650 to 350. He stated that he contacted all five companies for revised bids and while the costs did increase, the low bidder remained the same. He also reported that he checked references for Sweetens Concrete in three municipalities and all remarks were positive. The Board asked City Clerk/Administrator Johnson to clarify with the contractor that they will backfill the curbs following completion of the project. Alderman Milne asked City Clerk/Administrator Johnson what steps he would take to avoid such miscommunications on future bids, and he responded that he would make sure to review all bid specs with appropriate staff before posting. With no further questions or comments Alderman Stoeckl motioned to approve Resolution No. 2023-25, seconded by Alderman Eisenhauer. Resolution No. 2023-25 passed by a vote of three yes, zero no and one absent.

DISCUSSION ITEMS

Prosecuting Attorney Contract: City Clerk/Administrator Johnson reported that he was contacted by Prosecuting Attorney Tim Engelmeyer with a request amend the contract with the firm to increase compensation for the attorney's assistant, Kelly Blain to \$30 per hour. In making the request, Mr. Engelmeyer stated that the majority of workload for the City has been handled by Ms. Blain and the increase would bring her in line with similar contracts with Valley Park and Fenton. He further explained that she has completed a huge backlog of cases for Twin Oaks and is an independent contractor for the firm and is responsible for her own insurance and benefits. The Board agreed to the request, and City Clerk/Administrator Johnson instructed City Attorney Rost to prepare an amendment to the contract for the next Board meeting.

Twin Oaks Town Hall Year-Round Lighting: City Clerk/Administrator Johnson explained that the existing lights on City Hall were under contract with a company that has closed so the City needs to find a new company for maintenance on the existing lights. He stated that Board members and the Mayor have also expressed an interest in updating the current lighting. He presented to the Board options on bulb type, bulb shape and permanent track lighting. Discussion ensued, and the Board directed City Clerk/Administrator Johnson to get cost information for all options.

ATTORNEY'S REPORT

No Attorney 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 reported that the City's dispute claim with Accident Fund on the worker's compensation insurance increase was successful and that the City will be receiving a credit for the difference. He also reported that the new welcome banners had been installed on the light poles at the Highway 141 and Big Bend Road intersection. Alderman Milne commented that the poles with

the banners are positioned back from the road and are not very visible. She requested that the City make sure to select poles with better visibility for any additional banners.

MAYOR & ALDERMEN COMMENTS

Alderman Milne commented on Movie Night, stating that the weather was perfect and the event was well attended. She added that she is looking forward to another Movie Night in the spring.

FINAL CITIZEN COMMENTS

The Mayor of Clarkson Valley, Sue McNamara attended the Board meeting. Mayor McNamara commented that she is looking into permanent lighting for her home to celebrate all the holidays and events that occur throughout the year.

ADJOURNMENT

There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Stoeckl so motioned, seconded by Alderman Eisenhower and the regular meeting was adjourned at 7:30 p.m.

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 28, 2023 to November 9, 2023							
Check No.	Column1	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
12744	Marco	10/23/2023	contract charge for 10-25 to 11-24	11769273	\$74.08	\$74.08	11/15/2023
12745	Engelmeyer & Pezzani, LLC	10/31/2023	hourly charges for assistant prosecutor	4082	\$369.00	\$369.00	11/15/2023
12746	MoCCFOA	11/3/2023	Monthly membership luncheon		\$20.00	\$20.00	11/15/2023
12747	Gateway Disposal	10/31/2023	monthly contract with COTO	3AX00044	\$5,275.00	\$5,275.00	11/15/2023
12748	Harvey's Services Inc.	10/31/2023	mowing for City Hall, Roads and Park	30984	\$3,142.96	\$3,142.96	11/15/2023
12749	Trugreen	10/26/2023	lawn service on 10-26-23	185485415	\$88.34	\$88.34	11/15/2023
12750	St Louis County Treasurer	11/1/2023	St Louis Police Department	154960	\$12,229.78	\$12,229.78	11/15/2023
12751	BFA	10/29/2023	Crescent Ave Project - Design, MSD permitting, Utility Coord., Potholing Reimbursement	19783	\$9,015.00		
		10/29/2023	Crescent Ave Project - Stormwater Design	19785	\$2,700.00		
		10/29/2023	Crescent Ave Project - Survey work	19784	\$597.75		
		10/29/2023	Valley Park City Hall ROW Permit review	19579	\$390.00		
		10/29/2023	Boly Lane Entrance Project - Design	19786	\$1,710.00	\$14,412.75	11/15/2023
	Cunningham, Vogel & Rost	10/31/2023	Retainer/basic services for October	68582	\$1,302.00		
		10/31/2023	Other legal services for October	68581	\$4,129.00	\$5,431.50	11/15/2023
Autopay	MO-American Water	10/24/2023	monthly charges for 50 Crescent Rd	6457	\$11.29	\$11.29	11/15/2023
Autopay	MO-American Water	10/23/2023	monthly charges for 1240 Derbyshire Dr	6868	\$1,360.00	\$1,360.00	11/14/2023
Autopay	MO-American Water	10/23/2023	monthly charges for 1381 irrigation	8240	\$722.90	\$722.90	11/14/2023
Autopay	MO-American Water	10/23/2023	monthly charges for City Hall	7767	\$61.41	\$61.41	11/14/2023
Autopay	MO-American Water	10/27/2023	monthly charges for Twin Oaks Park	8845	\$977.01	\$977.01	11/20/2023
Autopay	MO-American Water	10/25/2023	monthly charges for 1312 Big Bend Irrg	5681	\$677.56	\$677.56	11/16/2023
Autopay	MO-American Water	11/2/2023	monthly charges for Fire Park	9022	\$32.93	\$32.93	11/27/2023
Autopay	Spire	10/25/2023	monthly charges for 50 Crescent Rd	361	\$46.53	\$46.53	11/9/2023
Autopay	Spire	10/25/2023	monthly charges for City Hall	3056	\$65.19	\$65.19	11/6/2023
Autopay	Ameren	11/2/2023	monthly charges for street lighting	5515	\$638.60	\$638.60	11/27/2023
					\$45,636.33	\$45,636.83	
			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
13-3497-13D/Twin Oaks, MO/Stormwater

Invoice Date:

10/29/2023

Invoice #:

19785

Item	Description	Date	Hours/Qty	Rate	Amount
TSD/PM	Review and markup stormwater report (1.5)	10/5/2023	1.5	120.00	180.00
TSD/PM	Review and markup stormwater report	10/9/2023	1.75	120.00	210.00
TSD/PM	Review and markup MSD report	10/10/2023	2.5	120.00	300.00
TSD/PM	Discuss stormwater report with AJR (0.5); Review and markup report (1.25)	10/13/2023	1.75	120.00	210.00
TSD/PM	Review stormwater report; go over markups (1.5)	10/16/2023	1.5	120.00	180.00
TSD/PM	Final Review of stormwater report for 1st Review	10/17/2023	0.5	120.00	60.00
TSD/PM	Emails with MSD RE: Twin Oaks User login	10/19/2023	0.5	120.00	60.00
TSD/PM	MSD: Tcon with MSD Plan Reviewer RE: plans	10/24/2023	1	120.00	120.00
AJR/Draft	MSD: Storm Sewer Plan and Profile	10/24/2023	2.75	100.00	275.00
TSD/PM	MSD: go over P&P plan notes	10/25/2023	0.25	120.00	30.00
AJR/Draft	MSD: Storm Sewer Plan and Profile	10/25/2023	6.5	100.00	650.00
AJR/Draft	MSD: Update structure names TS, DM, GR, ESC, DA Map	10/26/2023	2	100.00	200.00
AJR/Draft	MSD: Update structure names TS, DM, GR, ESC, DA Map	10/27/2023	2.25	100.00	225.00
A service charge of 2% will be added to all accounts not paid within 60 days. A service charge of 1% per month will be added thereafter.		Amount Due This Invoice		\$2,700.00	

103 Elm Street
Washington, MO 63090



Invoice

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Bill To:

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

Invoice Date:

10/29/2023

Invoice #:

19784

Item	Description	Date	Hours/Qty	Rate	Amount
AJR/Draft	Review project tasks, easements, and plans	10/18/2023	0.25	100.00	25.00
AJR/Draft	Easement: 157 TCE (1)	10/18/2023	1	100.00	100.00
TSD/PM	Laws CT: Review Easement	10/19/2023	0.25	120.00	30.00
AJR/Draft	Easement: 157 TCE Exhibit, download deed, Meeting with MRF(1.75)	10/19/2023	1.75	100.00	175.00
TSD/PM	157: Review TCE	10/24/2023	0.25	120.00	30.00
ACW/Draft	Review Angelica's exhibit, go over my edits with her, review legal.	10/24/2023	0.5	100.00	50.00
AJR/Draft	Easement: 157 TCE Exhibit meeting with ACW, Exhibit MUs (1); Legal Description (0.75)	10/24/2023	1.75	100.00	175.00
Maps/Docume...	Deed Copies	10/19/2023	1	12.75	12.75
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				\$597.75	

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:

10/29/2023

Invoice #:

19783

Item	Description	Date	Hours/Qty	Rate	Amount
TSD/PM	Laws Ct: Review and work on bypass flow design (1.5)	10/2/2023	1.5	120.00	180.00
AJR/Draft	Utility Coordination: GR proposed Elevations, status of utilities, Call with Mark & Charter, Charter Requested Items (2.25); MSD: Hydraflow Bypass flow calculations and information, single street inlet detail, Orifice Equation(3)	10/2/2023	5.25	100.00	525.00
TSD/PM	Pothole: review plans	10/3/2023	0.5	120.00	60.00
AJR/Draft	Utility Coordination: Pothole #2 MUs	10/3/2023	0.75	100.00	75.00
TSD/PM	Review and work on Storm Design	10/4/2023	2	120.00	240.00
AJR/Draft	MSD: Compiling Report	10/4/2023	4.75	100.00	475.00
TSD/PM	Review topo (0.25); Pothole: Tcon with Bahr RE: traffic control (0.5); Add tasks from call to CU (0.25)	10/5/2023	1	120.00	120.00
AJR/Draft	MSD: Report verbiage (2.5), DA Plan Sheets (1.25) Report MUs(1); Plan Sheets: LOD in ESC for AI5 (0.25); Design Base: Sawcut AI 5 (0.25); Email to Frank Tree Size (0.25);	10/5/2023	5.5	100.00	550.00
AJR/Draft	MSD: Report MUs;	10/6/2023	1.25	100.00	125.00
AJR/Draft	MSD: Stormwater Report MUs, Meeting with TSD RE: report (1.75); Plan Sheets MUS RE: Existing Storm GR, ESC, TS (0.5); Utility Coordination: MAW MUs TS, GR (0.5), EMail to Mickie(0.25); 140 Crescent: Irrigation quote(0.25); Plan Sheet MUs DTL, Laws Ct Topo (1);	10/9/2023	4.25	100.00	425.00
TSD/PM	Review plans for MAW; Discuss Ameren Plan and charter with AJR	10/10/2023	0.5	120.00	60.00
AJR/Draft	MSD: Stormwater Report MUs (4-4:30)	10/10/2023	1	100.00	100.00
TSD/PM	Go over MSD stormwater report (0.5); Review and add tasks to CU (0.25); Bahr: prep and vmail for Frank RE: traffic control (0.25)	10/11/2023	1	120.00	120.00
AJR/Draft	Email to Mickie; MSD: Storm Report MUs (1.25)	10/11/2023	1.25	100.00	125.00
AJR/Draft	MSD: Stormwater Report MUs, Near Map, Pipe Network Update, DA MAP MUs, Run 100-yr Calcs (6); Organize emails and go through tasks (0.75)	10/12/2023	6.75	100.00	675.00
AJR/Draft	Utility Coordination: Follow-up Emails, Charter review existing utility info, update utility note on TS-1, Spire review Relocation info	10/13/2023	1	100.00	100.00
TSD/PM	Discuss irrigation Cost est and Bahr traffic control with Frank	10/16/2023	0.5	120.00	60.00
AJR/Draft	MSD: Stormwater Report MUs (4.5); Plan Sheets: MU for Tributary (0.25)	10/16/2023	4.75	100.00	475.00
TSD/PM	Emails RE: Bahr Invoice	10/17/2023	0.25	120.00	30.00
AJR/Draft	MSD: Stormwater Report MUs, Email to Frank, Upload to MSD, Page numbers	10/17/2023	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

103 Elm Street
Washington, MO 63090



Invoice

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

Invoice Date:	Invoice #:
10/29/2023	19783

Item	Description	Date	Hours/Qty	Rate	Amount
TSD/PM	MAW and Gasline Review relocations plans	10/18/2023	0.75	120.00	90.00
AJR/Draft	MSD: Upload Stormwater report to platform (0.25); Utility Coordination: Spire gas preliminary plan review (0.25), MAW email(0.25), Followup statuses (0.5);	10/18/2023	1.25	100.00	125.00
TSD/PM	MAW: Review Letter; email Frank and Mickie (0.75);	10/19/2023	0.75	120.00	90.00
AJR/Draft	Design: Rip Rap ESC and DA (1); Utility Coordination: MAW discuss emails (0.25)	10/19/2023	1.25	100.00	125.00
Sub Consultant	Bahr Hydroexcavation Inv #23107-001-1	10/17/2023	1	3,560.00	3,560.00
TSD/PM	MAW: discuss comment letter with AJR	10/23/2023	0.25	120.00	30.00
AJR/Draft	Utility Coordination: Spire gas Preliminary Review(1), MAW follow-up (0.75); 140 Crescent: Irritation cost estimate follow-up (0.25);	10/23/2023	2	100.00	200.00
AJR/Draft	Utility Coordination: Status with TSD	10/25/2023	0.25	100.00	25.00
AJR/Draft	Utility Coordination: Spire email review and follow-up	10/26/2023	1	100.00	100.00

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

Amount Due This Invoice

\$9,015.00

103 Elm Street
Washington, MO 63090



Invoice

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Bill To:

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

Invoice Date:

10/29/2023

Invoice #:

19579

Item	Description	Date	Hours/Qty	Rate	Amount
	VALLEY PARK CITY HALL				
TSD/PM	Review and assign task	9/27/2023	0.25	120.00	30.00
WRT/Eng	ROW Permit Review - review submittal docs and reply to TSD with comments on submittal.	10/1/2023	1	120.00	120.00
TSD/PM	Review and submit 1st Review comments email	10/2/2023	0.5	120.00	60.00
WRT/Eng	ROW permit; draft response letter and email to TSD;	10/2/2023	0.5	120.00	60.00
TSD/PM	Review and submit 1st Review comments Letter	10/3/2023	0.25	120.00	30.00
TSD/PM	Tcon with Engineer RE: comments	10/6/2023	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		\$390.00	

103 Elm Street
Washington, MO 63090



Invoice

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Bill To:

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

Invoice Date:

10/29/2023

Invoice #:

19786

Item	Description	Date	Hours/Qty	Rate	Amount
AJR/Draft	Set up SP and TS,	10/9/2023	0.75	100.00	75.00
AJR/Draft	Clean up Topo Base; Label TS and SP (6)	10/10/2023	6	100.00	600.00
AJR/Draft	Organize emails and go through tasks (0.75)	10/12/2023	0.75	100.00	75.00
TSD/PM	Go over topo and site plan with AJR	10/16/2023	0.5	120.00	60.00
AJR/Draft	Concept Plans: Discuss with TSD TS and SUP set up (0.25)	10/16/2023	0.25	100.00	25.00
AJR/Draft	Preliminary Design: DM set up	10/17/2023	0.75	100.00	75.00
AJR/Draft	Preliminary Design: DM set up, labels(0.5); Concept Plan: SUP, labels(0.75); Topo: Add Surface to TS, Set up Surface(2)	10/19/2023	3.25	100.00	325.00
AJR/Draft	Topo: TS MUs, notes (0.75); Preliminary Design: DM set up(1.25); Concept Plan: SUP (1.25)	10/23/2023	3.25	100.00	325.00
AJR/Draft	Topo: Update hatches, update TS-1, Pavement legend (0.5);Preliminary Design: DM MU, Pavement legend(0.5); Concept Plan: SUP MU, Pavement legend(0.5)	10/24/2023	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 \$1,710.00		



CITY OF TWIN OAKS, MISSOURI

2024 BUDGET

Public Hearing
November 15, 2023

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2024 BUDGET

ASSUMPTIONS AND POLICIES

Overall

Conservative approach

Sales Taxes

- Inflationary impact of 3%
- New retail to the City of about 2%
- Uncertainty of Use Tax
- Timing issues of sales tax distributions

Expenditures

- Personnel costs to generally increase 5%
- Capital Improvement Plan included in the budget

Transfers between funds

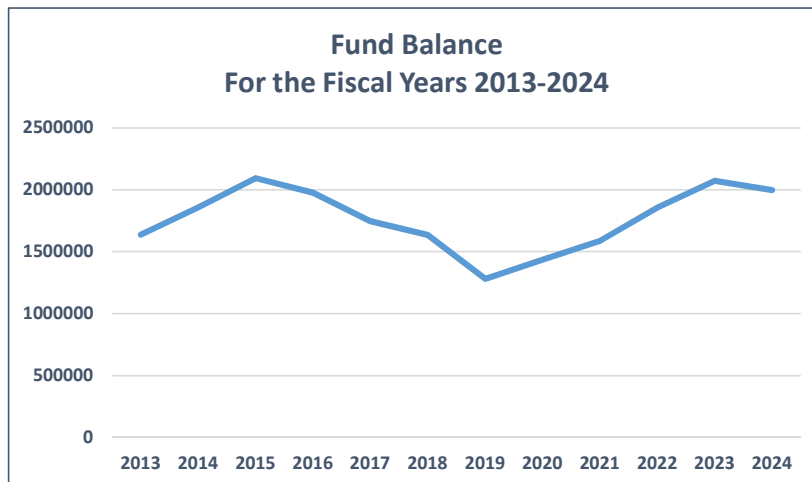
- Debt Service funded by transfers to the Capital Improvement Fund:
 - From General Fund \$85,700
 - From Parks Fund \$57,200
- Road Fund expenditures funded by transfer from Capital Improvement Fund of \$565,000

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES-PROJECTED
YEAR ENDING, DECEMBER 31, 2023

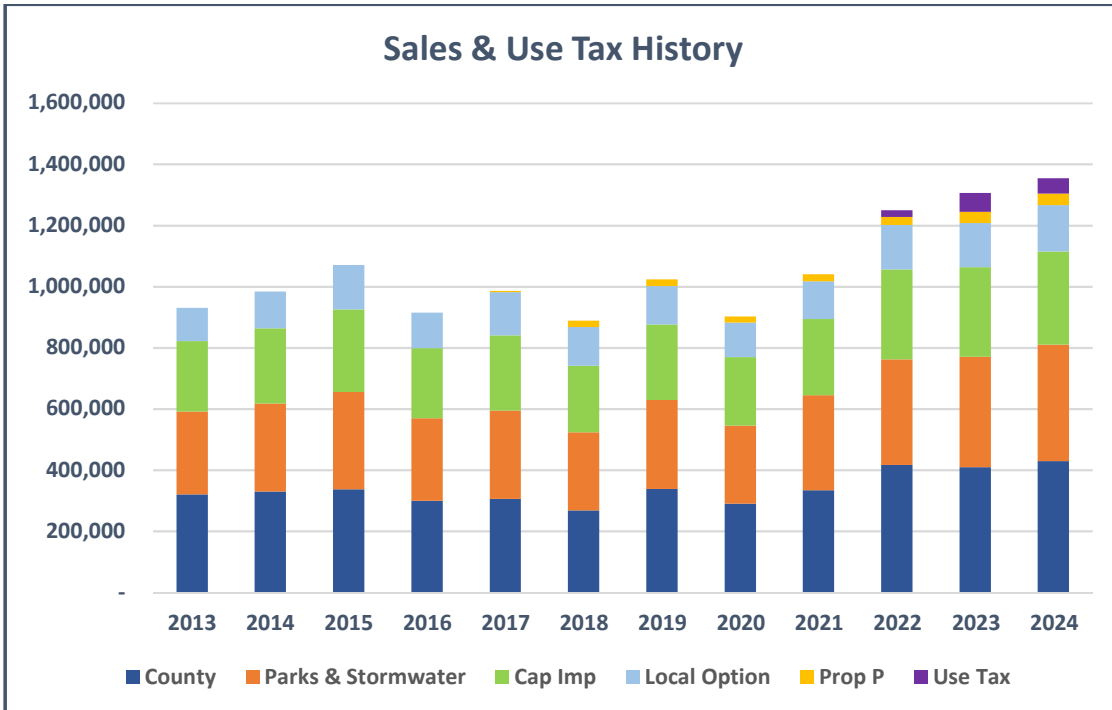
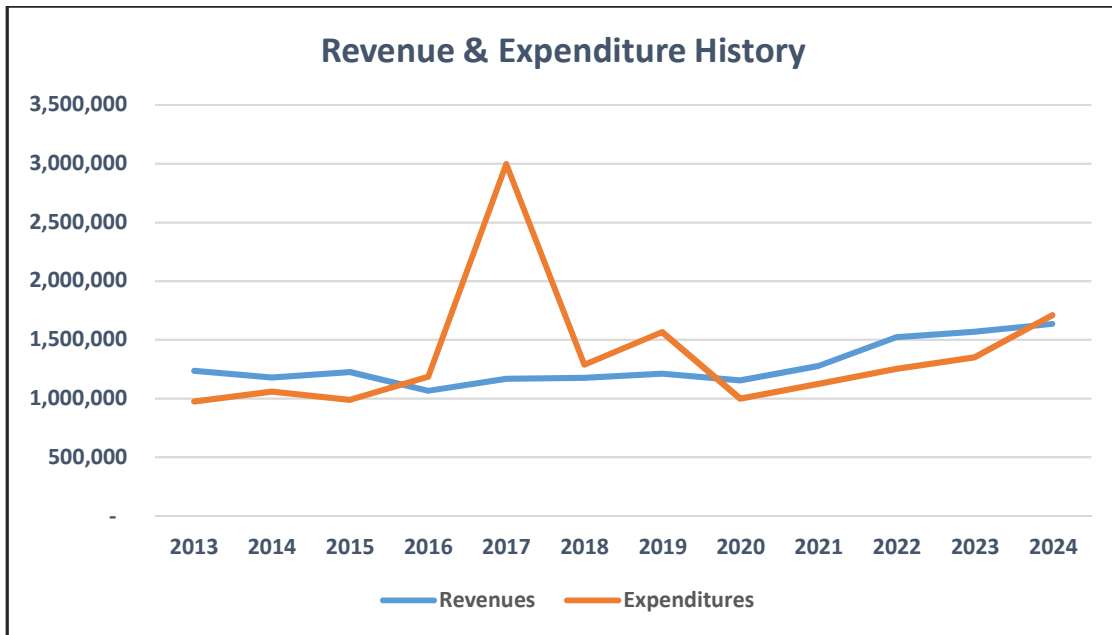
	Funds					All Funds Total		Percent Change
	Sewer	Cap Impr	Road	Parks & Stormwater	General	2023 Projected	2022 Actual	
Revenues								
Sales taxes	\$ -	\$ 292,400		\$ 361,000	\$ 652,708	\$ 1,306,108	\$ 1,249,621	4.5%
Property tax	-	-			42,386	42,386	45,324	-6.5%
Intergovernmental taxes	-	-	43,000		15,555	58,555	88,646	-33.9%
Licenses, permits, fees	4,700	-		3,160	121,829	129,689	118,265	9.7%
Miscellaneous	-	-			2,470	2,470	835	195.9%
Investment income	100	-		1,040	29,329	30,469	19,730	54.4%
Total	4,800	292,400	43,000	365,200	864,277	1,569,677	1,522,421	3.1%
Expenditures								
Personnel services	-	-	57,359	39,600	168,763	265,722	255,202	4.1%
Administrative	-	-	-	-	126,678	126,678	121,476	4.3%
Operating	5,000	-	80,250	86,850	83,399	255,499	280,862	-9.0%
Contractual	-	-	-	-	56,827	56,827	70,398	-19.3%
Police	-	-	-	-	145,610	145,610	142,167	2.4%
Maintenance and repair	-	-	13,500	36,200	-	49,700	62,812	-20.9%
Debt service	-	142,801	-	-	-	142,801	142,786	0.0%
Capital Imp-Stormwater	-	-	-	54,000	-	54,000	1,700	
Capital Imp-Park	-	-	-	119,188	-	119,188	50,809	
Capital Improvement-Road	-	-	136,300	-	-	136,300	126,291	73.1%
Total	5,000	142,801	287,409	335,838	581,277	1,352,325	1,254,504	7.8%
Excess (deficiency) of revenues over (under) expenditures								
	(201)	149,599	(244,409)	29,362	283,000	217,352		
Other Sources (Uses)								
Transfers In (Out)	0	(102,100)	245,000	(57,200)	(85,700)	0		
Change in Fund Balance	(201)	47,499	591	(27,838)	197,300	217,352		
Fund Balance 1/1/2023	47,808	700,450	3,556	383,293	722,190	1,857,297		
Fund Balance 12/31/2023	\$ 47,607	\$ 747,949	\$ 4,147	\$ 355,455	\$ 919,490	\$ 2,074,649		

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES-BUDGET
YEAR ENDING, DECEMBER 31, 2024**

	Funds					All Funds Total		Percent Change
	Sewer	Cap Impr	Road	Parks & Stormwater	General	2024 Budget	2023 Projected	
Revenue								
Sales taxes	\$ -	\$ 305,000	\$ -	\$ 380,000	\$ 669,600	\$ 1,354,600	\$ 1,306,108	3.7%
Property tax	-	-	-	-	42,000	42,000	42,386	-0.9%
Intergovernmental taxes	-	-	45,000	-	15,000	60,000	58,555	2.5%
Licenses, permits, fees	4,700	-	-	3,200	124,700	132,600	129,689	2.2%
Miscellaneous	-	-	-	-	1,000	1,000	2,470	-59.5%
Investment income	100	-	-	1,000	45,000	46,100	30,469	51.3%
Total	4,800	305,000	45,000	384,200	897,300	1,636,300	1,569,677	4.2%
Expenditures								
Personnel services	-	-	57,341	38,228	179,322	274,891	265,722	3.5%
Administrative	-	-	-	-	129,900	129,900	126,678	2.5%
Operating	5,000	-	93,100	97,950	102,200	298,250	255,499	16.7%
Contractual	-	-	-	-	67,450	67,450	56,827	18.7%
Police	-	-	-	-	151,000	151,000	145,610	3.7%
Maintenance and repair	-	-	32,000	43,700	-	75,700	49,700	52.3%
Debt service	-	142,801	-	-	-	142,801	142,801	0.0%
Capital Imp-Stormwater	-	-	-	112,798	-	112,798	54,000	
Capital Imp-Park	-	-	-	25,000	-	25,000	119,188	
Capital Improvement-Road	-	-	430,773	-	-	430,773	136,300	83.7%
Total	5,000	142,801	613,214	317,676	629,872	1,708,563	1,352,325	26.3%
Excess (deficiency) of revenues over (under) expenditures								
	(201)	162,199	(568,214)	66,524	267,428	(72,263)		
Other Sources (Uses)								
Transfers In		142,900	565,000			707,900		
Transfers (Out)	0	(565,000)	0	(57,200)	(85,700)	(707,900)		
Change in Fund Balance	(201)	(259,901)	(3,214)	9,324	181,728	(72,263)		
Fund Balance 1/1/2024	47,607	747,949	4,147	355,455	919,490	2,074,648		
Fund Balance 12/31/2024	\$ 47,406	\$ 488,048	\$ 933	\$ 364,779	\$ 1,101,217	\$ 2,002,384		



Revenue & Expenditure and Sales Tax Trends



REVENUE BY FUND

General Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Revenues								
Sales and Use taxes								
Sales Tax (1%)	268,144	338,915	290,549	334,827	416,678	391,100	410,074	430,000
Local Option (.25 %)	126,808	125,405	112,473	123,834	145,676	135,900	144,797	152,000
STL County Public Safety (Prop P)	21,352	21,793	20,160	22,772	26,174	27,400	36,505	37,600
Use Tax	-	-	-	-	21,774	30,800	61,332	50,000
	416,304	486,113	423,182	481,433	610,303	585,200	652,708	669,600
Property taxes								
Property Tax-Real (Commercial)	28,460	19,196	51,025	40,498	41,608	36,900	41,735	41,500
Financial Institution	-	-		240	3,110	3,100	-	-
Railroad/Utility	437	375	706	531	606	500	651	500
	28,897	19,571	51,731	41,268	45,324	40,500	42,386	42,000
Intergovernmental taxes								
Motor Vehicle Sales Tax	3,765	2,988	3,710	4,275	4,213	3,900	5,507	5,500
Motor Vehicle Fee Increase	1,944	1,490	1,775	1,931	2,006	1,800	2,491	2,500
Franchise Fee (Charter, AT&T)	9,753	10,868	12,432	10,282	7,021	8,500	6,772	6,500
Cigarette Tax	861	809	818	756	788	500	785	500
	16,323	16,155	18,735	17,243	14,028	14,700	15,555	15,000
Intergovernmental grants	-	-	-	39,954	40,339	-	-	-
Licenses, permits and fees								
Occupancy Inspections/Permits	900	2,050	8,250	10,943	6,384	6,300	6,604	6,500
Fence Permits	105		25	175	25	100	25	100
Building Permits	907	1,264	3,350	865	1,210	1,500	350	1,500
Sign Permits	(273)	461	525	575	550	400	350	500
Site Work Permits	-	-	25	50	650	700	175	500
Fee Income; Misc.	63	10	195	550	750	100	-	-
Merchants Licenses	71,458	60,707	66,958	70,947	84,597	88,800	95,257	95,000
Liquor Licenses	3,250	3,161	3,563	3,188	2,888	2,900	2,887	3,000
Cellular Tower Lease	15,967	16,208	17,419	17,418	13,052	17,400	13,935	15,000
Development Process Application	10,216	-	1,500	1,500	-	1,500	1,500	1,500
Municipal Court	-	-	-	-	-	-	746	1,000
Board of Adjustment	-	300	-	-	-	100	-	100
	102,594	84,161	101,809	106,210	110,105	119,800	121,829	124,700
Miscellaneous Income	2,766	3,198	32,204	1,752	835	800	2,470	1,000
Investment Income-Interest	5,458	5,751	2,732	1,630	16,511	900	29,329	45,000
TOTAL FUND REVENUES	572,342	614,949	630,393	689,490	837,444	761,900	864,277	897,300

REVENUES BY FUND

Capital Improvement Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Revenues								
Cap Impr Sales Tax (.50%)	217,342	246,985	224,340	248,598	293,752	283,000	292,400	305,000
		13.64%	-9.17%	10.81%	18.16%		-0.46%	4.31%
Miscellaneous Income	-	-	5,051	-	-	-	-	-
Investment income-Interest	282	-	-	-	2,090	1,100	-	-
TOTAL FUND REVENUES	217,624	246,985	229,391	248,598	295,842	284,100	292,400	305,000

Park & Stormwater Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Revenues								
Stormwater/Parks Sales Tax	255,696	290,573	254,988	301,410	345,567	332,900	361,000	380,000
		13.64%	-12.25%	18.21%	14.65%		4.47%	5.26%
Non-Refundable Park Reservation				3,400	3,200	3,200	2,750	3,000
Commercial Permit Fee	600	100	400	500	200	100	290	200
Park Income	100,000	-	-	-	-	-	120	-
	100,600	100	400	3,900	3,400	3,300	3,160	3,200
Investment Income - Interest	-	-	-	1,040	1,040	800	1,040	1,000
TOTAL FUND REVENUES	356,296	290,673	255,388	306,350	350,007	337,000	365,200	384,200

Road Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Revenues								
Road & Bridge Tax (STL County)	15,792	12,291	27,381	20,722	20,887	14,400	25,000	25,000
Motor Fuel Tax (State)	10,517	10,202	9,897	10,745	13,392	12,000	18,000	20,000
TOTAL FUND REVENUES	26,310	22,493	37,278	31,467	34,279	26,400	43,000	45,000

Sewer Lateral Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Revenues								
Sewer Lateral Fees	4,657	4,248	3,799	4,879	4,760	3,900	4,700	4,700
Investment Income-interest	296	1,951	215	44	90	100	100	100
TOTAL FUND REVENUES	4,953	6,199	4,015	4,923	4,849	4,000	4,800	4,800

EXPENDITURES BY FUND

General Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Personnel Services								
Wages Employees	99,167	106,979	76,058	92,128	96,136	109,300	100,264	107,531
Wages Trustees	20,400	20,400	21,930	18,870	20,400	20,400	20,400	20,400
Employee Benefits	7,182	8,703	14,182	15,923	15,862	16,900	15,451	16,900
Payroll Taxes	17,287	15,995	16,091	15,103	16,551	19,000	17,378	18,247
LAGERS	13,576	15,916	14,787	19,424	16,423	19,500	13,090	13,745
Unemployment Compensation	-	321	6,331	169	-	-	-	-
Payroll Processing Fees	1,802	1,760	1,940	1,900	2,197	2,300	2,180	2,500
	159,414	170,073	151,320	163,517	167,569	187,400	168,763	179,322
Administrative								
Building Permits	-	-	8,313	1,168	375	400	-	400
Occupancy Inspections	1,945	5,700	1,275	11,036	7,589	8,000	7,907	8,000
Other Permit Costs	-	-	-	-	1,425	1,500	-	1,000
City Property Expense	1,649	1,649	1,649	-	-	-	-	-
Town Hall	5,030	9,539	4,335	6,556	10,046	9,000	13,701	10,000
Crescent	1,709	4,552	-	14	1,398	1,400	1,340	1,400
Meetings	(74)	204	-	11	157	200	63	200
Administrative Events	4,808	4,563	1,417	3,871	5,676	3,500	6,096	6,000
Arbor Day Event	655	548	-	-	885	800	342	500
Night Out in the Park	-	452	329	300	300	300	-	300
Chili Cook Off	-	-	-	-	-	-	614	500
Government Center Open House	915	-	-	-	-	-	-	-
Dues, Education & Conferences	6,426	2,596	2,491	1,637	3,421	2,900	2,965	3,000
Mileage	694	240	-	110	177	200	180	200
Bank Service Charges	61	32	503	860	3,013	1,900	1,497	1,500
Community Room Supervising	573	594	440	64	510	500	500	500
Election Expense	315	297	295	363	308	500	440	500
Legal Notices/Publications	1,192	2,577	2,089	1,610	800	800	451	1,000
Insurance	29,740	28,793	26,008	28,557	29,077	31,600	39,160	37,000
Printing	2,237	1,590	1,639	2,349	2,332	2,700	1,100	2,000
Postage	884	568	585	1,312	1,863	1,800	1,022	1,500
Telephone	5,584	5,866	6,013	4,723	5,531	5,800	5,473	6,000
Equipment Purchase/Maint.	2,219	6,666	2,195	3,194	1,449	2,900	536	2,000
Service Contr & Annual Charges	5,476	8,320	12,572	10,902	10,290	11,400	9,750	10,000
IT and Web Hosting	13,830	15,677	20,092	16,202	14,424	16,900	16,587	17,000
Copier Lease	2,414	2,520	2,595	2,003	775	800	748	800
Cooler Rental	(17)	-	-	-	-	-	-	-
Window Cleaning	2,069	2,826	1,806	2,124	2,522	2,700	2,213	2,500
Codification	3,125	10,167	5,545	8,341	4,039	4,300	3,943	5,000
Fuel Expense	12,850	2,134	-	5,236	100	-	100	100
General Admin & Office Supplies	3,910	4,029	2,906	-	3,400	4,300	4,814	5,000
Court Administration	-	-	-	-	1,463	7,200	5,084	5,000
Miscellaneous	-	-	79	-	8,130	500	52	1,000
	110,219	122,699	105,167	112,542	121,476	124,800	126,678	129,900

EXPENDITURES BY FUND

General Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Operating							-	
Miscellaneous	-	235	929	-	-	-	477	500
Sanitation	43,260	44,272	46,030	51,401	44,820	51,000	52,249	65,000
Mosquito Control	385	176	494	0	532	700	444	500
Leaf Vacuuming	9,200	10,220	11,140	9,850	11,210	10,400	10,400	13,000
Utilities Town Hall & 50 Crescent	(4,839)	-	-	-	-	-	-	-
Crescent Ave Utilities	1,954	2,049	2,055	2,339	2,444	2,800	2,121	2,500
Electric - Town Hall	15,291	12,742	12,504	13,155	13,493	14,200	12,286	14,000
Gas - Town Hall	1,685	1,006	867	713	1,426	1,100	1,675	1,700
Sewer - Town Hall	509	412	299	319	417	400	514	500
Water - Town Hall	2,358	2,431	3,728	3,672	3,649	4,900	3,233	4,500
	69,803	73,543	78,046	81,450	77,990	85,500	83,399	102,200
Contractual								
Legal services	57,796	52,027	61,911	50,829	37,872	47,100	32,547	35,000
Legal - Nonrecurring	17,401	19,030	593	-	11,202	-	2,310	2,500
Auditing Fees	10,070	10,760	10,460	11,060	11,560	13,600	13,100	18,750
Accounting Fees	6,000	6,000	6,000	6,000	6,000	6,000	6,900	7,200
Engineering - General	24,340	18,361	10,410	6,703	2,789	3,300	995	3,000
Outside Labor	8,300	16,833	808	225	975	-	975	1,000
	123,907	123,011	90,181	74,817	70,398	70,000	56,827	67,450
Police Services	118,165	128,621	133,110	137,675	142,167	148,200	145,610	151,000
Lease Expense	3,369	(76)	-	-	-	-	-	-
TOTAL FUND EXPENDITURES	581,508	617,947	557,824	570,001	579,599	615,900	581,277	629,872

EXPENDITURES BY FUND

Capital Improvements Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Capital Improvements	-	-	-	-	-	-	-	-
Capital Outlay	15,450	4,179	-	26,883	4,416	-	-	-
Twin Oaks City Center	93,572	-	-	-	-	-	-	-
Capital Project 3	32,650	-	-	-	-	-	-	-
Village Hall Construction	55	-	-	-	-	-	-	-
Cap Project - Website	154	-	-	-	-	-	-	-
	141,882	4,179	-	26,883	4,416	-	-	-
Debt Service								
Debt Service - Principal	81,209	84,331	87,889	91,454	95,149	95,200	99,003	103,003
Debt Service - Interest	61,578	58,297	54,883	51,332	47,637	47,700	43,798	39,798
	142,786	142,628	142,772	142,786	142,786	142,900	142,801	142,801
TOTAL FUND EXPENDITURES	284,668	146,807	142,772	169,669	147,202	142,900	142,801	142,801

Road Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Personnel								
Road Salaries	45,932	49,084	46,593	50,243	52,167	58,600	57,359	57,341
Operating								
Auto Expense	2,974	1,599	1,371	4,553	928	200	700	800
Fuel Expense	1,230	1,449	1,089	1,575	1,688	1,800	1,500	1,800
Snow Removal	24,394	47,567	11,918	23,066	29,322	38,200	12,000	30,000
Street Lights	8,380	14,656	1,997	7,977	9,762	8,200	10,000	10,000
Street Signs	184	24	65	152	10	-	500	-
Road Tools & Supplies	292	16	103	1,095	3,459	1,000	2,800	500
R-O-W Landscaping/Mowing	30,010	31,531	34,668	30,577	33,118	36,000	32,000	35,000
Tree Trimming/Emerg. Removal	4,775	3,700	1,675	0	-	-	750	-
Utilities - Road	14,502	11,772	16,968	10,178	18,721	10,500	20,000	15,000
	86,740	112,314	69,853	79,172	97,008	95,900	80,250	93,100
Maintenance and Repair								
Road Repairs & Maintenance	18,136	22,692	19,851	13,538	10,776	17,500	10,000	30,000
Road Irrigation Maintenance	-	902	1,332	751	2,142	-	3,500	2,000
	18,136	23,593	21,183	14,289	12,918	17,500	13,500	32,000
Capital Outlay								
Road Capital Projects	-	84,957	10,969	11,690	71,522	402,600	84,300	390,773
Road Capital Project 1	738	-	-	-	-	-	-	-
Road Engineering	36,858	16,379	9,360	27,033	50,354	58,000	52,000	40,000
	37,595	101,336	20,329	38,723	121,876	460,600	136,300	430,773
TOTAL FUND EXPENDITURES	188,403	286,328	157,958	182,427	283,968	632,600	287,409	613,214

EXPENDITURES BY FUND

Parks & Stormwater Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Personnel Services								
Park Salaries	32,094	34,383	30,658	34,391	35,467	39,600	39,600	38,228
Park Salaries - Security	18,375	4,253	-	-	-	-	-	-
	50,469	38,636	30,658	34,391	35,467	39,600	39,600	38,228
Operating								
Park Mowing	7,297	6,943	6,591	7,603	10,500	7,800	10,000	10,000
Park Landscaping	1,344	3,011	976	431	16,512	17,000	6,000	13,300
Vector & Chemical Control	8,585	855	15,861	12,920	7,040	7,600	9,000	8,000
Restroom Supplies	485	4,475	238	461	278	300	400	400
Fuel Cost	-	321	43	-	21	-	-	-
Events/Entertainment/Food	32	393	435	-	12	-	-	-
Water Party Event	-	120	-	1,109	2,293	-	-	-
Winter Lighting	2,970	2,511	2,456	3,271	3,557	3,300	4,500	4,500
Arbor Day Event	-	-	-	-	-	-	-	-
August Event (Concert)	900	7,197	-	600	850	1,000	600	1,000
Family Fun Day (October)	-	4,246	-	6,900	-	-	-	-
Easter Egg Hunt	1,023	-	562	-	717	1,000	1,000	1,000
Movie Night	-	-	-	-	-	-	750	750
Family Fun Day (October)	3,343	-	-	-	5,854	5,000	5,000	5,500
July Event (Concert/Fireworks)	31,323	30,392	375	28,871	34,395	35,000	30,000	35,000
June Event (Concert)	1,075	719	800	775	700	1,000	1,600	800
Copyright Fees	1,114	1,153	1,187	2,121	1,364	1,200	2,000	1,500
Facility Partnerships/Club Memb.	1,435	1,765	570	1,465	1,760	1,800	1,800	1,800
Park Promotions	782	-	1,335	-	-	-	-	-
Park Utilities	-	-	-	-	-	-	-	-
Electric (Park)	5,636	4,509	3,343	5,003	5,594	5,700	5,500	5,600
Sewer (Park)	241	-	-	-	-	900	1,300	1,300
Water (Park)	6,410	5,961	2,620	5,131	7,948	6,500	7,400	7,500
	73,995	74,571	37,391	76,662	99,394	95,100	86,850	97,950
Repairs and Maintenance								
Park Lease	-	-	500	-	200	-	200	100
Miscellaneous Expense - Park	-	4,000	69	-	627	100	600	500
Lake Expense	-	-	3,345	2,961	3,045	3,100	3,000	3,100
Park Tools/Equipment/Rental	3,599	4,246	5,499	1,323	967	1,000	1,800	2,500
Repairs/Maint - Storm Water	-	130	-	625	-	-	-	-
Park Repairs & Maintenance	19,882	8,073	(328)	7,746	4,948	3,000	1,500	6,000
Park Facility Maintenance	6,967	3,332	2,155	2,472	4,744	14,400	6,000	9,000
Park Inspections	4,561	3,278	450	2,558	2,558	3,500	3,500	3,500
Park Landscaping Maintenance	24,789	27,908	18,050	22,715	20,462	10,000	14,600	15,000
Park Irrigation Maintenance	1,658	2,909	2,977	1,137	2,363	2,000	2,000	2,000
Park Electrical Maintenance	1,290	1,318	-	1,668	9,980	3,000	3,000	2,000
	62,746	55,194	32,718	43,206	49,894	40,100	36,200	43,700

EXPENDITURES BY FUND

Parks & Stormwater Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Capital Outlay								-
Repairs/Maint - Storm Water	-	130	-	625	-	-	-	-
Engineering - Storm Water	-	531	1,504	3,506	1,700	2,500	54,000	-
Capital Projects - Storm Water	-	181	-	-	-	-	-	112,798
Park Capital Projects	4,918	21,027	35,862	26,957	45,423	88,000	119,188	25,000
Cap Project -Lake Project	10,091	284,733	-	-	-	-	-	-
Cap Project -Park Cameras	-	8,156	-	-	-	-	-	-
Park Engineering	29,202	88	-	-	5,386	-	-	-
	44,211	314,846	37,366	31,088	52,509	90,500	173,188	137,798
TOTAL FUND EXPENDITURES	231,421	483,246	138,133	185,347	237,265	265,300	335,838	317,676

Sewer Lateral Fund

	Actual					Budget	Projected	Budget
	2018	2019	2020	2021	2022	2023	2023	2024
Sewer Lateral Repairs	-	1,923	3,993	20,943	6,470	4,000	5,000	5,000
TOTAL FUND EXPENDITURES	-	1,923	3,993	20,943	6,470	4,000	5,000	5,000

CITY OF TWIN OAKS, MISSOURI
SCHEDULE OF PARKS AND ROAD REPAIR AND MAINTENANCE PROJECTS
AS OF SEPTEMBER 30, 2023

			2023			2024
FUND	NAME	DESCRIPTION	Budget	Actual	Fcast	
2-609.1	Drinking Fountain Decommission					MIN
2-609.3	Basketball court tree removal			\$ 4,825	\$ 4,825	
9-552	City Hall Sealing			\$ 3,031	\$ 3,031	
1-609	MSR Restriping				\$ 13,714	
1-609	MSR Curbs				\$ 21,500	
1-609	Curb Improvements					\$ 15,000
1-609	Road Repair/Patching					\$ 15,000
2-609	Golden Oak Path Fix					\$ 2,000
2-609.1	Benches rebuild					\$ 2,000
2-609	Sealing Access Road and Lot					\$ 3,000
2-606	Lake Expense		\$ 3,100	\$ 2,516	\$ 3,291	\$ 3,100
2-607	Tools/equipment/rental		\$ 1,000	\$ 1,873	\$ 2,293	\$ 2,500
2-608	Stormwater		\$ -			
2-609.1	Facility Maintenance	Benches, tiolet fixes	\$ 14,400	\$ 5,714	\$ 9,314	\$ 9,000
2-609.2	Park Inspections		\$ 3,500	\$ 2,108	\$ 2,983	\$ 3,500
2-609.3	Landscape Maintenance	Tree removal/pruning	\$ 10,000	\$ 10,625	\$ 13,125	\$ 15,000
2-609.4	Irrigation Maintenance		\$ 2,000	\$ 1,426	\$ 1,926	\$ 2,000
2-609.5	Electrical Maintenance		\$ 3,000			\$ 2,000
2-609	Park General RM	Two projects above	\$ 3,000	\$ 1,119	\$ 1,869	\$ 6,000
2-596	Misc. Expenses		\$ 100	\$ 114	\$ 139	\$ 100
1-607	Road Tools and Supplies		\$ 1,000	\$ 4	\$ 254	\$ 500
1-609	Road RM		\$ 17,500	\$ 2,702	\$ 37,916	\$ 30,000
1-609.1	Road Irrigation		\$ -	\$ 1,973	\$ 1,973	\$ 2,000
			\$ 58,600	\$ 30,174	\$ 75,083	\$ 75,700
Park			\$ 40,100	\$ 25,495	\$ 34,940	\$ 43,200
Road			\$ 18,500	\$ 4,679	\$ 40,143	\$ 32,500
2-610	Park Mowing		\$ 7,800	\$ 10,321	\$ 9,800	\$ 9,800
2-612	Park Landscaping	Annual plant purchases and mulching	\$ 17,000	\$ 5,453	\$ 5,500	\$ 13,300
1-610	Road Landscaping/Mowing		\$ 36,000	\$ 27,674	\$ 32,000	\$ 32,000
			\$ 60,800	\$ 43,448	\$ 47,300	\$ 55,100
			24,800		15,300	23,100
			35,800		32,000	35,800

CITY OF TWIN OAKS, MISSOURI
CAPITAL IMPROVEMENT PROGRAM
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

PROJECT DESCRIPTION	Acct. No.	2023		2024
		Budget	Forecast	
Additional Town Hall Signage	4-702			
Additional Visitor Parking for Twin Oaks Park	2-701			
Boly Lane Entrance Improvement - Design	1-709		22,600	
Boly Lane Entrance Improvement - Construction	1-701			
Crescent Ave. Sidewalk - Design and Survey	1-709	58,000	52,000	
Crescent Ave. Sidewalk - Stormwater Analysis and	2-708	2,500	54,000	
Crescent Ave. Sidewalk - Construction (road)	1-701	384,400		387,573
Crescent Ave. Sidewalk - Construction (stormwater)	2-711			112,798
Crescent Ave. Sidewalk - ROW Negotiation	1-701	14,475	18,500	
Crescent Ave. Sidewalk - ROW Acquisition	1-701		40,000	
Crescent Road Repair - Design	1-709			40,000
Crescent Road Repair - Construction	1-701			
Double Inlet	2-701			
Dry Creek Bed Construction	2-701		6,300	
Hartzog Lane - Access Improvements	2-701			
Hartzog Lane - Turn Around/Trash Enclosure	2-701			
Intersection Planters Fix/Replacement	1-701			
Maintenance Facility	4-702			
Meramec Station/Big Bend Intersection	1-701			
Meramec Station Road - Additional Lighting	1-701			
North Bridge Waterfall Rebuild	2-701		17,688	
Park Eletrical Upgrades (Pavilion and Addtl Lighting)	2-701			25,000
Pond Bridge - Replacement	2-701	88,000	95,200	
Radar Sign Replacement	1-701	3,750	3,200	3,200
Tennis Court Rebuild	2-701			
		\$ 551,125	\$ 309,488	\$568,571

SUMMARY BY FUND AND ACCOUNT NUMBER

CIST - Capital Projects	4-702	\$ -	\$ -	\$ -
Parks & Stormwater - Park Capital Projects	2-701	88,000	119,188	25,000
Parks & Stormwater - Stormwater Engineering	2-708	2,500	54,000	-
Parks & Stormwater - Parks Engineering	2-709	-	-	-
Parks & Stormwater - Stormwater Capital Projects	2-711	-	-	112,798
Road - Capital Projects	1-701	402,625	61,700	390,773
Road - Engineering	1-709	58,000	74,600	40,000
		\$ 551,125	\$ 309,488	\$568,571

LEGEND

New project

Change

MIN = More Information Needed



FINANCIAL REPORT

TEN MONTHS ENDED, OCTOBER 31, 2023

**CITY OF TWIN OAKS
COMBINED BALANCE SHEET
October 31, 2023**

Assets

Cash	\$	1,916,929	
Other current assets		404,737	
Lease receivable		369,100	
TOTAL ASSETS			2,690,766

Liabilities

Payables and deferred		88,063	
Lease related		359,250	
TOTAL LIABILITIES			447,313

Fund Balances

Sewer Lateral		46,852	
Capital Improvements		838,104	
Road		(178,615)	
Park		529,711	
General		1,007,401	
TOTAL FUND BALANCES			2,243,453

TOTAL LIABILITIES AND FUND BALANCES			2,690,766
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CITY OF TWIN OAKS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
EIGHT MONTHS ENDED, OCTOBER 31, 2023

	<u>Sewer</u>	<u>Cap Impr</u>	<u>Road</u>	<u>Park</u>	<u>General</u>	<u>Total-All Funds</u>		<u>Percent</u>
						<u>2023</u>	<u>2022</u>	<u>Change</u>
<u>REVENUES</u>								
Sales taxes	\$ -	\$ 276,245	\$ -	\$ 324,994	\$ 594,685	\$ 1,195,925	\$ 916,606	30.5%
Property tax	-	-	-	-	28,272	28,272	30,710	-7.9%
Intergovernmental taxes	-	-	31,251	-	8,389	39,640	32,506	21.9%
Licenses, permits, fees	1,663	-	-	-	135,362	137,026	110,112	24.4%
Municipal Court	-	-	-	-	369	369	-	
Miscellaneous	-	4,195	-	3,170	2,453	9,818	44,415	-77.9%
Investment income	344	-	-	-	19,138	19,483	2,772	602.8%
Total	2,008	280,440	31,251	328,164	788,668	1,430,531	1,137,121	25.8%
<u>EXPENDITURES</u>								
Court	-	-	-	-	5,620	5,620	1,075	422.8%
Personnel services	-	-	47,371	31,941	146,789	226,100	215,056	5.1%
Administrative	-	-	-	-	107,833	107,833	103,427	4.3%
Operating	2,963	-	75,829	80,664	69,918	229,374	230,329	-0.4%
Contractual	-	-	-	-	50,999	50,999	63,118	-19.2%
Police	-	-	-	-	122,298	122,298	118,472	3.2%
Maintenance and repair	-	-	-	27,514	-	27,514	33,469	-17.8%
Debt service	-	142,786	-	-	-	142,786	142,786	0.0%
Capital Imp-Stormwater	-	-	-	31,628	-	31,628	-	
Capital Imp-Pond Bridge	-	-	-	10,000	-	10,000	-	
Capital improvement-Road	-	-	90,222	-	-	90,222	90,069	0.2%
Total	2,963	142,786	213,422	181,746	503,457	1,044,374	997,801	4.7%
Excess (deficiency) of revenues over (under) expenditures	(956)	137,654	(182,171)	146,418	285,211	386,157		
<u>Other Sources (Uses)</u>								
Transfers In (Out)	-	-	-	-	-	-		
Change in Fund Balance	(956)	137,654	(182,171)	146,418	285,211	386,157		
Fund Balance 1/1/2023	47,808	700,450	3,556	383,293	722,190	1,857,297		
Fund Balance 10/31/2023	\$ 46,852	\$ 838,104	\$ (178,615)	\$ 529,711	\$ 1,007,401	\$ 2,243,454		

**CITY OF TWIN OAKS
SALES AND USE TAX REVENUES
JANUARY - OCTOBER (TEN MONTHS)**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Sales Tax (1%)	245,990	256,473	289,756	275,483	315,253	384,036
		4.26%	12.98%	-4.93%	14.44%	21.82%
Local Option (.25 %)	138,075	92,499	108,470	101,855	106,670	131,564
		-33.01%	17.27%	-6.10%	4.73%	23.34%
STL County Public Safety (Prop P)	17,648	18,184	15,371	18,360	20,128	31,172
		3.04%	-15.47%	19.45%	9.63%	54.87%
Use Tax	-	-	-	-	4,943	47,913
TOTAL GENERAL FUND	401,713	367,156	413,597	395,698	446,994	594,685
		-8.60%	12.65%	-4.33%	12.96%	33.04%
Stormwater/Parks Sales Tax 1/2 cent	232,074	215,146	247,250	230,585	253,844	324,994
		-7.29%	14.92%	-6.74%	10.09%	28.03%
Cap Impr Sales Tax (.50%)	197,263	182,874	210,163	195,997	215,767	276,245
		-7.29%	14.92%	-6.74%	10.09%	28.03%
TOTAL-ALL FUNDS	831,050	765,176	871,010	822,280	916,605	1,195,924
		-7.93%	13.83%	-5.59%	11.47%	30.47%

CITY OF TWIN OAKS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET - FISCAL YEAR 2023

	Total-All Funds							
	<u>Sewer</u>	<u>Cap Imprv</u>	<u>Road</u>	<u>Park</u>	<u>General</u>	<u>BUDGET</u> <u>2023</u>	<u>ACTUAL</u> <u>10/31/23</u>	<u>Actual as</u> <u>% of Budget</u>
<u>REVENUES</u>								
Sales taxes	\$ -	\$ 283,000	\$ -	\$ 332,900	\$ 585,200	\$ 1,201,100	\$ 1,195,925	99.6%
Property tax	-	-	-	-	40,500	40,500	28,272	69.8%
Intergovernmental taxes	-	-	26,400	-	14,700	41,100	39,640	96.4%
Licenses, permits, fees	3,900	-	-	3,200	119,800	126,900	137,026	108.0%
Municipal Court	-	-	-	-	-	-	369	
Miscellaneous	-	-	-	100	800	900	9,818	1090.8%
Investment income	100	1,100	-	800	900	2,900	19,483	671.8%
Total	4,000	284,100	26,400	337,000	761,900	1,413,400	1,430,531	101.2%
<u>EXPENDITURES</u>								
Court	-	-	-	-	7,200	7,200	5,620	78.1%
Personnel services	-	-	58,600	39,600	187,400	285,600	226,100	79.2%
Administrative	-	-	-	-	117,600	117,600	107,833	91.7%
Operating	4,000	-	94,900	95,100	85,500	279,500	229,374	82.1%
Contractual	-	-	-	-	70,000	70,000	50,999	72.9%
Police	-	-	-	-	148,200	148,200	122,298	82.5%
Maintenance and repair	-	-	18,500	40,100	-	58,600	27,514	47.0%
Debt service	-	142,900	-	-	-	142,900	142,786	99.9%
Capital Imp-Stormwater	-	-	-	2,500	-	2,500	31,628	1265.1%
Capital Imp-Pond Bridge	-	-	-	88,000	-	88,000	10,000	11.4%
Capital improvement-Road	-	-	460,600	-	-	460,600	90,222	19.6%
Total	4,000	142,900	632,600	265,300	615,900	1,660,700	1,044,374	62.9%
Excess (deficiency) of revenues over (under) expenditures								
	-	141,200	(606,200)	71,700	146,000	(247,300)	386,157	
<u>Other Sources (Uses)</u>								
Transfers In	-	142,900	606,200			749,100		
Transfers (Out)	-	(606,200)	-	(57,200)	(85,700)	(749,100)		
Change in Fund Balance	-	(322,100)	-	14,500	60,300	(247,300)		
Fund Balance 1/1/2023	47,808	700,450	3,556	383,293	722,190	1,857,297		
Fund Balance 12/31/2023	\$ 47,808	\$ 378,350	\$ 3,556	\$ 397,793	\$ 782,490	\$ 1,609,997		

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT BETWEEN THE CITY OF TWIN OAKS
AND ARC PYROTECHNICS, INC. FOR THE 2024 THIRD OF JULY
FIREWORKS DISPLAY**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter a contract on behalf of the City of Twin Oaks with ARC Pyrotechnics, Inc., for the 2024 Third of July fireworks display. Such contract shall be in substantially the form of the contract, marked “Exhibit 1” attached hereto 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 15th DAY OF NOVEMBER, 2023,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1



Contract for Display of Fireworks by ARC Pyrotechnics, Inc.

This Contract is made and entered into by and between ARC Pyrotechnics, Inc. (hereinafter referred to as "Display Operator") **CITY OF TWIN OAKS** (hereinafter referred to as "Client") on this **8TH** day **NOVEMBER 2023**.

Recitals

Display Operator is an Oklahoma, for Profit Corporation, having its principal office at 5100 E. SEWARD ROAD, GUTHRIE, OK 73044-9075. Client is a **MUNICIPALITY/PARKS AND RECREATION** with its principal office at **1381 BIG BEND ROAD, TWIN OAKS, MO 63021**. Client desires to engage Display Operator to perform a Fireworks Display, and Display Operator desires to perform such Firework Display under the terms set forth in this Contract.

NOW, THEREFORE, for and in consideration of the sums to be paid to the Display Operator by Client, the Fireworks Display to be performed by the Display Operator, and the other promises made and obligations to be performed by the parties hereunder, the parties agree as follows:

I. **Definitions:** The words and phrases set forth below in bold print are defined as follows:

Firework Display: An entertainment feature at which the public or a private group is admitted or permitted to view the display or discharge of fireworks.

Set-Up of Display: The installation of all equipment and the loading of the fireworks on the equipment, which are to be used by the Display Operator in the performance of the Fireworks Display under this Contract.

Tear-Down of Display: The removal of all equipment utilized by the Display Operator in the performance of the Fireworks Display, and the search of the Fallout Area and removal therefrom of fireworks which failed to explode.

Clean-Up of Display: The removal of large pieces of paper, cardboard, debris, and other fireworks refuse from the Discharge Site and the Fallout Area. This does NOT include any areas that were open, accessible, or occupied by the public and/or spectators.

Fireworks Display Site: The area that includes the "Discharge Site", the "Fallout Area" and the "Separation Area" as those terms are defined below. The Fireworks Display Site shall be a secure area. No persons other than the Display Operator's personnel and security officials will be allowed inside the Fireworks Display Site at any time. **It is understood that there is a danger of damage and harm to any persons, property, or landscaping located within the Fireworks Display Site.**

Discharge Site: The area immediately surrounding the fireworks mortars, multi-shot cakes, or other equipment and items to be used in the Fireworks Display.

Fallout Area: The designated area in which debris is intended to fall after fireworks devices are fired.

Separation Area: The area between the Discharge Site and the area(s) from which spectators observe the Fireworks Display.

Rain Date: An agreed upon alternate date for the presentation of the Fireworks Display when unsafe weather conditions, as determined by the Display Operator, require the postponement of such Fireworks Display.

Proposal: The Fireworks Display Proposal document attached hereto as Exhibit A and incorporated herein by reference.

Security Services: On the day of the Firework Display, roping off the Separation Area and monitoring access to the Separation Area and Discharge Site with a minimum of two (2) persons, before, during and immediately after the Firework Display; on a day other than the day of the Fireworks Display if Display Operator's equipment and the fireworks are upon the Fireworks Display Site, providing reasonable observation of the Fireworks Display Site.

II. The Performance of Firework Display:

1. Display Operator agrees to perform the Fireworks Display, as described in the attached Proposal, on the date of **JULY 3, 2024**, or on the Rain Date identified in paragraph V below.
2. The performance of Fireworks Display shall take place at **1381 BIG BEND ROAD, TWIN OAKS, MO 63021** and shall commence at such time as Display Operator determines that there is adequate darkness, the Fireworks Display Site is secure, and the conditions are safe to proceed.

3. It is agreed that, should unsafe conditions arise during the performance of the Fireworks Display, the Display Operator may halt the display. The Display Operator may resume the Fireworks Display if/when Display Operator determines safe conditions are restored.

III. **Display Operator's Responsibilities:** The responsibilities of the Display Operator under this Contract are as follows:

1. To produce to Client a valid insurance certificate, procuring liability insurance coverage in the amount of Five Million Dollars (\$5,000,000.00). The insurance certificate shall list Client as an additional named insured. If the property at which the Fireworks Display is to be performed is not owned by Client, the owner of such property shall be listed as an additional named insured. **The liability insurance coverage provided by this insurance shall be limited to liability caused by the Display Operator that is directly related to the services and responsibilities to be undertaken by Display Operator under subparagraphs 2, 3, and 4 below.** To the fullest extent permitted by law, the Display Operator agrees to defend with counsel selected by the Client, and indemnify and hold harmless the Client, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, 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 Client or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Display Operator, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Display Operator under the terms of this agreement. The Display Operator shall not be liable for any loss or damage attributable solely to the negligence of the Client.
2. To provide all of the following services:
 - a. Set-Up of Fireworks Display.
 - b. Operation of Fireworks Display.
 - c. Tear-Down of Fireworks Display.
3. To provide the following services which have been initialed by both parties:

- a. ____/_CD_ To obtain a Fireworks Display Permit or other required governmental authorization to conduct the Fireworks Display.
- b. ____/_ To provide security services for the Fireworks Display Site before, during, and after the Fireworks Display and at all times when Display Operator's equipment and the fireworks are upon the Fireworks Display Site.
- c. ____/_ To provide security services for the spectators attending the Fireworks Display.
- d. ____/_CD_ To design and produce Fireworks Display choreography.
- e. ____/_ To provide an audio/sound system.
- f. ____/_CD_ Clean-Up of Fireworks Display.
- g. ____/_CD_ To responsibly dispose of the trash collected in the Clean-Up of the Fireworks Display Site

If a specific service described in this subparagraph 3 is not initialed, it will not be provided by the Display Operator.

- 4. To fulfill all of the above-described responsibilities and perform all of the services identified in this paragraph III, in compliance with all federal, state, and local governmental laws and regulations.

IV. Client's Responsibilities: The responsibilities of the Client under this Contract are as follows:

- 1. In consideration for the services to be performed by Display Operator hereunder, Client agrees to pay Display Operator the total sum of **TWENTY-SIX THOUSAND** dollars **(\$26,000)**
 - a. Upon the full execution of this Contract, the sum of **THIRTEEN THOUSAND** dollars **(\$13,000)**
 - b. The remaining balance is to be paid by June 3, 2024.

2. Client agrees to provide the following services which have been initialed by both parties:
 - a. ____/____ To obtain a Fireworks Display Permit or other required governmental authorization to conduct the Fireworks Display.
 - b. ____/CD__ To provide security services for the Fireworks Display Site before, during, and after the Fireworks Display and at all times when Display Operator's equipment and the fireworks are upon the Fireworks Display Site.
 - c. ____/CD__ To provide security services for the spectators attending the Fireworks Display.
 - d. ____/CD__ To provide an audio/sound system.
 - e. ____/____ To responsibly dispose of the trash collected in the Clean-Up of the Fireworks Display Site.

Display Operator shall have no responsibility or liability for the performance of the above responsibilities initialed by the parties.

3. To the extent Client is not shielded by Missouri's law affording it sovereign immunity, Client agrees to indemnify and hold harmless Display Operator from any and all negligence claims brought in lawsuits against Display Operator for any and all accidents or incidents resulting from the acts of omissions of the Client.
4. To the extent Client is not shielded by Missouri's law affording it sovereign immunity, Client shall be responsible for any and all Client's act or omissions resulting in injuries to the Display Operator's employees and subcontractors or resulting in damages to Display Operator's property and/or the property of the Display Operator's employees and subcontractors.

- V. **Rain Date:** The parties agree that, in the event Display Operator determines that weather conditions require the postponement of the Fireworks Display, the Rain Date will be the **6TH** day of **JULY 2024** at the same location. If the Display Operator determines that weather conditions on the Rain Date are such as to require a further delay, the parties will agree to a secondary Rain Date. The Display Operator will incur out-of-pocket costs

and expenses in the event the Fireworks Display is postponed due to adverse weather conditions. Twenty-four (24) hour-a-day on-site security will be required, as well as ongoing employee and contractor expense. If the display is not able to occur on July 3 or July 8, 2023, for any reason, the Parties shall come to a mutually agreeable date that is within one (1) year of July 4, 2023. If postponing the Fireworks Display to the agreed upon Rain Day, or secondary Rain Day, requires the Display Operator to Tear-Down the Display and re-Set-Up the Display, the parties agree that the reimbursable costs and expenses to be incurred by Display Operator will not exceed the amount of twenty percent (20%) of the contract amount.

VI. Cancellation of Fireworks Display:

1. If Client cancels the Fireworks Display at a date more than ninety (90) days before the scheduled date of the Fireworks Display, there will be no cancellation fee charged, and any deposit made will be refunded to Client.
2. If Client cancels the Fireworks Display at a point in time more than sixty (60) days before the scheduled date of the Fireworks Display, but less than ninety-one (91) days before the scheduled date, the cancellation fee will be ten percent (10%) of the full contract price.
3. If Client cancels the Fireworks Display at a point in time less than sixty-one (61) days, but more than thirty (30) days before the scheduled date of the Fireworks Display, the cancellation fee will be fifty percent (50%) of the full Contract price.
4. If Client cancels the Fireworks Display at a date which is thirty (30) or fewer days before the scheduled date of the Fireworks Display, the full amount of the Contract price will become due and payable.

Any deposit payment made by Client in excess of the above cancellation fees will be refunded to Client.

Client acknowledges that if Client should cancel the Fireworks Display at a point in time less than ninety-one (91) days prior to the scheduled Fireworks Display, it is almost a certainty that Display Operator will be unable to schedule a fireworks display with another client. Client acknowledges further that, beginning ninety (90) days before the Fireworks Display, Display Operator will be expending funds in preparation for the Fireworks Display by entering into contracts for the transportation of fireworks and equipment, and with its subcontractors for assistance with the Fireworks Display. The parties agree that it would be impractical or extremely difficult to fix the actual amount of the damages to the sustained

by Display Operator in the event of a cancellation of this Contract by Client at a point in time less than ninety-one (91) days before the scheduled date. The parties agree that the estimated cancellation fees provided for herein are fair and reasonable.

- VII. **Remedies:** The parties agree that, in any lawsuit brought to enforce the terms of this Contract, the prevailing party shall be entitled to receive, as part of its judgment, an award of its attorney fees, as deemed reasonable by the court, together with all of its litigation costs, including court costs, fees for the service of process, travel expenses, witness fees, copy expense, court reporter fees for depositions and in court testimony, video deposition expense, transcripts and postage.
- VIII. **Complete Agreement:** This Contract, including the attached Proposal, constitutes the entire agreement between the parties. No oral promises, commitments, or agreements made by either party before or after the execution of this Contract shall be binding upon them. Any amendments, changes, or modifications to the terms set forth in this Contract must be reduced to writing and signed by both parties before said changes become binding.

Executed by the parties on the date or dates set forth opposite their names.

Display Operator
ARC Pyrotechnics, Inc.

Date: _____

By: _____

CHRISTINE DOWERS

Office Manager

Client

CITY OF TWIN OAKS

Date: _____

By: _____

Printed name: _____

Title: _____



Exhibit A

Customer Name: City of Twin Oaks

Show Number: 14390

Show Date: 7/3/2024

Show Time: Approximately 9:20pm

Proposal:

One Fireworks Display lasting approximately 20-22 minutes.

114	3" ASSORTED RISING TAIL EFFECTS	24	3" ASSORTED CHRYSANTHEMUMS
48	3" PALM/WILLOW EFFECTS	114	3" PREMIUM EFFECTS
48	3" CROSSETTE / RING EFFECTS	48	3" ASSORTED PEONY EFFECTS
176	4" ASSORTED EFFECTS	48	4" WILLOW / FLOWERING EFFECTS
176	4" PREMIUM EFFECTS	225	1" MULTI COLOR SWIMMING STARS
108	1" CRACKLING BROCADE	300	1" COLOR CROSSETTE
130	1.5"COLOR FALLING LEAVE	80	1.5" COLORFUL BEES
400 (4-100)	1.25" THUNDER KING (4 CAKES 100 SHOTS EACH)	50 (2-25)	1.5" RED, WHITE BLUE (2 CAKES 25 SHOTS EACH)
96 (2-48)	2" RED, WHITE AND BLUE (2 CAKES 48 SHOTS EACH)	84 (2-42)	1.5" CRACKLE COMET ASSORTED COLORS (2 CAKES 42 SHOTS EACH)
100 (4-25)	1.5"GOLD STROBE CROSSETTE (4 CAKES 25 SHOTS EACH)	120	3" RED WHITE,BLUE FINALE SHELLS
120	3" ASSORTED COLOR FINALE SHELLS	120	3" BROCADE CROWN FINALE SHELLS

**A RESOLUTION AUTHORIZING A FIRST AMENDMENT TO
THE PROSECUTING ATTORNEY SERVICES AGREEMENT
WITH TIM ENGELMEYER AND ENGELMEYER & PEZZANI,
LLC.**

WHEREAS, the City of Twin Oaks (the “City”) and Engelmeyer & Pezzani, LLC (the “Prosecutor”) entered an agreement for Prosecuting Attorney services in July of 2022 (“PA Services Agreement”); and,

WHEREAS, the PA Services Agreement provided for Prosecutor Assistant services to be provided at \$25 an hour; and,

WHEREAS, the City and the Prosecutor now seek to amend the PA Services Agreement to increase the hourly rate for Prosecutor Assistant services to \$30 an hour.

**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 first amendment to the PA Services Agreement to increase the hourly rate of the Prosecutor Assistant services to \$30 an hour contract which First Amended Agreement shall be substantially in the form of Exhibit 1 (attached hereto 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 15th DAY OF NOVEMBER 2023,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

FIRST AMENDMENT TO PROSECUTING ATTORNEY SERVICE AGREEMENT

This First Amendment to the Prosecuting Attorney Service Agreement (“Amended Agreement”) made and effective this [REDACTED] day of November 2023, by and between Timothy A. Engelmeyer and Engelmeyer & Pezzani, LLC, (the “Firm”) and the City of Twin Oaks (“City”). This First Amended Agreement shall amend the original agreement dated June [REDACTED], 2022 (the “Original Agreement”), as follows:

Paragraph 1 of the Original Agreement is amended to increase the hourly rate of the Prosecutor Assistant services from \$25 to \$30 an hour, to read as follows:

I. FLAT FEE SERVICES: The following services shall be rendered to the City at the hourly rate of \$150.00 per hour for prosecution services and \$30 per hour for Prosecutor Assistant services:

1. Attendance at the regularly scheduled Municipal Court dates, as well as any daytime or evening Housing Dockets as scheduled by the Court;
2. Preparation and attendance on trial de novo cases and cases tried before a judge or jury in St. Louis County Circuit Court.
3. Prepare and prosecute municipal ordinance violations filed in Municipal Court, including review of warrant applications and all related attorney correspondence;
4. Render informal opinions as may be requested by the Mayor, City Attorney, the Board of Aldermen, the City’s Chief of Police, or code violation officers;
5. Provide a Provisional/Assistant Prosecuting Attorney to assist in the prosecution of Municipal Court; and
6. Provide a certified Prosecutor Assistant to assist in the prosecutorial duties as mandated by Missouri Statute, Senate Bill 5, and Senate Bill 572.

ALL OTHER TERMS TO REMAIN IN EFFECT

Except as expressly set forth in this First Amended Agreement, the terms of the Original Agreement otherwise remain unmodified, and the Original Agreement remains in full force and effect. Each reference in the Original Agreement to itself shall be deemed also to refer to this First Amended Agreement.

COUNTERPARTS

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

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

ENGELMEYER & PEZZANI, LLC

CITY OF TWIN OAKS, MISSOURI

By: _____
Timothy A. Engelmeyer

By: _____
Russ Fortune, Mayor

ATTEST:

Frank Johnson, City Clerk/Administrator

RESOLUTION NO. 2023-28

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH SWEEP AMERICA INTERMEDIATE HOLDINGS
LLC, DBA SWEEPIGN CORPORATION OF AMERICA, FOR STREET
SWEEPING SERVICES.**

**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 for services relating to the sweeping of subdivision streets for areas throughout the city for a total cost of \$740.00, 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 15th DAY OF NOVEMBER 2023, 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 **Sweep America Intermediate Holdings LLC, DBA Sweeping Corporation of America**, an Ohio corporation, hereinafter referred to as "Contractor," with a business mailing address of 4141 Rockside Road, Suite 100, Seven Hills, OH 44131.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for the sweeping of subdivision streets in the City of Twin Oaks, 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: *Citywide Street Sweeping*.

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Project listed above and as more particularly described in the attached **Exhibit A**. The specific areas to receive the street sweeping are detailed in the map included as part of 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 \$740.00 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 December 31, 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

\$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.

**SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC
SWEEPING CORPORATION OF AMERICA**

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



TO: Frank Johnson, City Clerk, City of Twin Oaks
FROM: Rich Janofsky, District Sales Manager - Sweeping Corp of America
DATE: 11/10/2023
SUBJECT: **Proposal – City of Twin Oaks, Mo**

Dear Mr. Johnson,

Thank you for allowing Sweeping Corporation of America, Inc. (SCA) the opportunity to address your sweeping needs. The following quotes targets your request for sweeping services of your city.

Description	Rate
Street Sweeping **3-hour minimum**	\$185 per hr

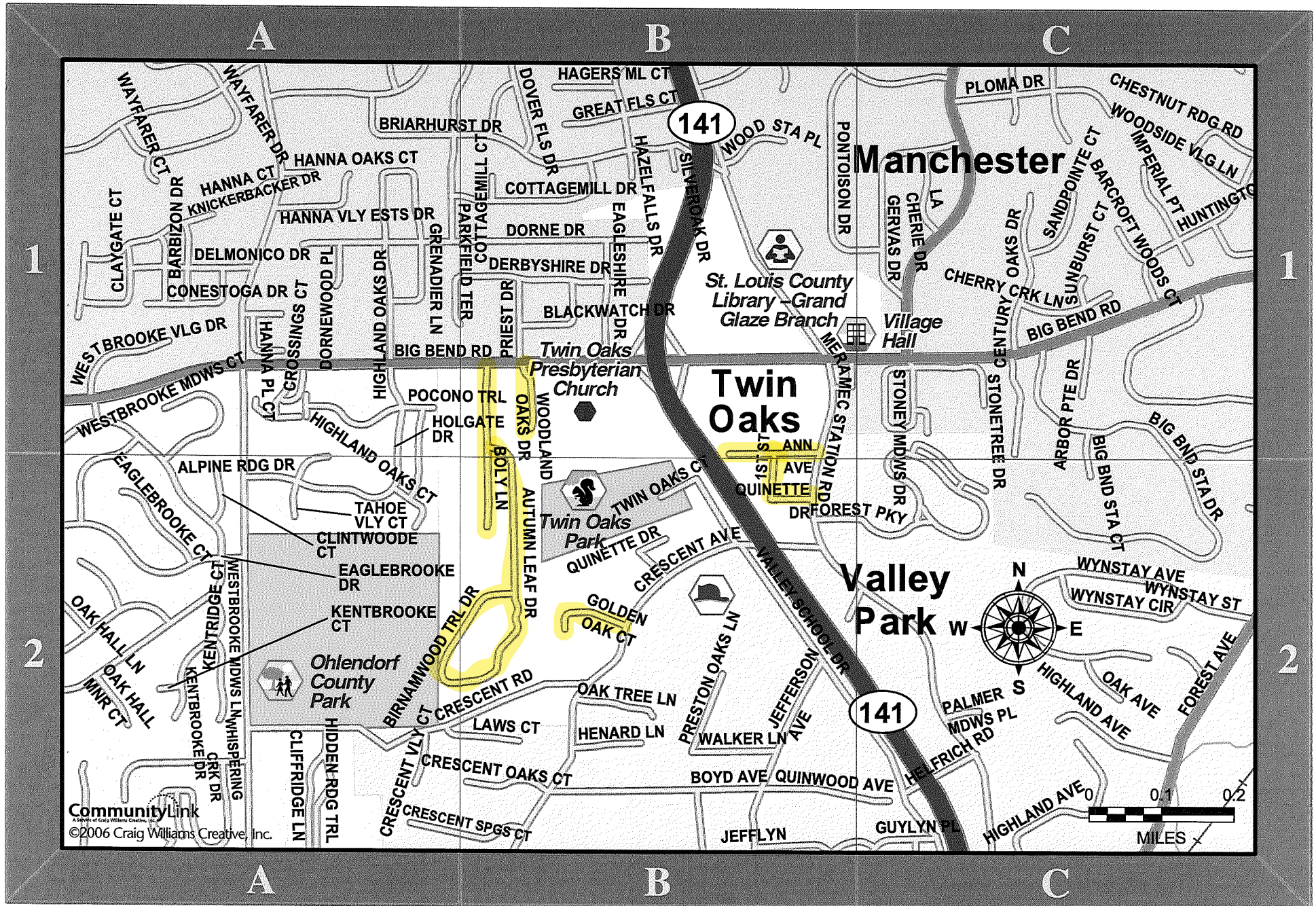
- Scope
 - o Street sweeping of approximately 1.13 miles of residential subdivision street.
 - o Disposal to be handled by SCA.

Please do not hesitate to contact me at 856-371-5649 or rjanofsky@sweepingcorp.com if you have any additional requirements, questions, comments, or concerns. This quote is valid 30 days from the date indicated above.

Thank you and Be Safe,

A handwritten signature in black ink, appearing to be "RJ" or "Rich Janofsky", written in a cursive style.

Sincerely,
Rich Janofsky
District Sales Manager



STREET INDEX

1st St B2
 Ann Ave B1
 Autumn Leaf Dr . . . B1
 Birnamwood Trl Dr . . A2

Boly Ln B1
 Crescent Ave. B2
 Crescent Rd A2
 Golden Oak Ct B2

Meramec Station Rd . B1
 Quinette Dr B2
 Twin Oaks Ct B2
 Woodland Oaks Dr . . A1

**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.

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

November 9, 2023

General Updates

Street Sweeping

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

Project Updates

Big Bend Road and Meramec Station Road Curb Improvements

- The City held a pre-construction meeting with the contractor on Nov. 8. They are planning to proceed with the construction as soon as they have approval of the St. Louis County permit, which has been submitted. They estimate the project will take two days to complete.

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.
- The utility coordination work is nearing completion and Missouri American Water has confirmed that they will not need to relocate the water line. Staff is planning to have BFA update the Board at the Dec. 6 meeting.

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.