

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
BOARD CHAMBER, TWIN OAKS TOWN HALL  
1381 BIG BEND ROAD  
WEDNESDAY, DECEMBER 1, 2021, 7:00 p.m.**

To balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, face coverings are strongly encouraged for those attending this meeting of the Board of Aldermen, regardless of vaccination status.

In addition, the meeting will also 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](http://www.facebook.com/twinoaksmo).

Residents and others who wish to comment may also email their comments to City Clerk Frank Johnson, [fjohnson@cityoftwinoaks.com](mailto:fjohnson@cityoftwinoaks.com), by 5 p.m. on December 1, 2021, and their comments will be shared with the Board at the appropriate time.

**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 Session Minutes from November 9, 2021
  - b) Board of Aldermen Work Session Minutes from November 9, 2021
  - c) Bills List from November 6, 2021 to November 26, 2021
  - d) Credit Card List from October 1, 2021 to October 31, 2021
- 6) **BUDGET 2022 PUBLIC HEARING**
- 7) **REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS**
  - a) Police Report — Officer John Wehner
  - b) Park Committee
  - c) Financial Statements — Jeff Blume
- 8) **PRELIMINARY CITIZEN COMMENTS**
- 9) **OLD BUSINESS**
  - a) Bill No. 21-20: AN ORDINANCE OF THE CITY OF TWIN OAKS, MISSOURI, IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE EQUAL

TO THE TOTAL LOCAL SALES TAXES IN EFFECT FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON APRIL 5, 2022.

10) NEW BUSINESS

- a) Bill No. 21-21: AN ORDINANCE OF THE CITY OF TWIN OAKS, MISSOURI, APPROVING A LOT CONSOLIDATION PLAT AND DIRECTING THAT SAME BE RECORDED WITH THE ST. LOUIS COUNTY RECORDER OF DEEDS
- b) Bill No. 21-22: AN ORDINANCE CORRECTING THE UNINTENTIONAL REMOVAL OF THE PARENTAL LEAVE BENEFIT FROM THE CITY OF TWIN OAKS' PERSONNEL POLICY
- c) Resolution No. 2021-29: A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH OMNI TREE SERVICE, INC. FOR ON-CALL EMERGENCY TREE SERVICES.
- d) Resolution No. 2021-30: A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FOCAL POINTE OUTDOOR SOLUTIONS INC. FOR MULCHING SERVICES.

11) DISCUSSION ITEMS

- a) Sewer Lateral Program Revisions

12) ATTORNEY'S REPORT

13) CITY CLERK'S REPORT

14) MAYOR AND ALDERMEN COMMENTS

15) FINAL CITIZEN COMMENTS

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

16) ADJOURNMENT

Frank Johnson  
City Clerk/Administrator

POSTED: November 29, 2021, 2 p.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.



### **APPROVAL OF THE AGENDA**

Mayor Fortune asked for a motion to approve the agenda. Alderman Stoeckl so motioned, seconded by Alderman Eisenhauer. The motion passed by a voice vote.

### **APPROVAL OF THE CONSENT AGENDA**

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of the October 20, 2021 Regular Session Minutes; October 20, 2021 Work Session Minutes; and the Bills List from October 16, 2021 to November 5, 2021. Alderman Milne motioned to approve the consent agenda, seconded by Alderman Whitmore. The motion passed by voice vote.

### **REPORTS OF COMMITTEES/COMMISSIONS/CONTRACTORS**

**Police Report-Officer John Wehner:** Officer Wehner reviewed the October Police Report, as well as the hours logged on the bike for October. Officer Wehner stated the Drug Takeback event on October 23 was a success with 28 lbs. of prescription drugs collected. He also gave a recap of his visit to the regional information system in Clayton with Alderman Tim Stoeckl and Aldermen Dennis Whitmore.

**Park Committee:** Mayor Russ Fortune stated that he had received a resignation letter from Mary Lou Knox. He thanked her on behalf of the City for her service to Twin Oaks and the Park. The Board also briefly discussed the winter lighting event, which is set for Dec. 5, and a potential citywide holiday lighting contest.

### **PRELIMINARY CITIZEN COMMENTS**

There were no preliminary citizen comments.

### **NEW BUSINESS**

**Bill No. 21-19-An Ordinance Providing for the Holding of the General Election for Twin Oaks, Missouri, on April 5, 2022:** First reading of Bill No. 21-19 was read. Mayor Fortune asked if there were any questions concerning Bill No. 21-19. The second reading of Bill No. 21-19 was read. Alderman Milne motioned to approve Bill No. 21-19, seconded by Alderman Eisenhauer and the motion passed on a roll call vote as follows: Aldermen Milne-yea, Eisenhauer-yea Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 21-19 being duly passed by a vote of 4 yeas and 0 nays becomes Ordinance No. 21-19.

**Bill No. 21-20-An Ordinance of the City of Twin Oaks, Missouri, Imposing a use Tax for General Revenue Purposes at the Rate Equal to the Total Local Sales Taxes in Effect for the Privilege of Storing, Using or Consuming within the City any Article of Tangible**

**Personal Property Pursuant to the Authority Granted by and Subject to the Provisions of Sections 144.600 Through 144.761 RSMo; Providing for the Use Tax to be Repealed, Reduced or Raised in the Same Amount as any City Sales Tax is Repealed, Reduced or Raised; and Providing for Submission of the Proposal to the Qualified Voters of the City for Their Approval at the General Election Called and to be Held in the City on April 5, 2022:** City Attorney Paul Rost recommend the board table the ordinance to its next meeting on Dec. 1. Alderman Milne so motioned, seconded by Alderman Stoeckl and the motion passed on a voice vote.

**Appointment to Board of Adjustment:** Mayor Fortune recommended that Chris Becker be appointed to the Board of Adjustment to replace a vacancy following the resignation of Jim Owens. Aldermen Whitmore motioned to accept the recommendation, seconded by Alderman Eisenhower. The motion passed on a voice vote.

### **DISCUSSION ITEMS**

**Date for Fireworks Display:** Mayor Fortune stated that there has been some discussion among the Board and City residents of moving the fireworks display from the traditional date of July 3<sup>rd</sup> to October or September based upon the City's experience this year.

Mayor Fortune stated he had received lots of positive feedback on the fall date from people who appreciated more vibrant colors and a smaller crowd. But he also noted that he heard from others who preferred the July date and the traditional association with the Independence Day Holiday.

Alderman Milne noted that holding a fireworks event outside of the Fourth of July could cause issues for pet owners or individuals who suffer from PTSD who are not expecting the noise. Discussion ensued, and the Board decided to go back to the traditional date for 2022 in order to have time to more properly explore the options for a fall date and provide notice to residents of any changes.

### **ATTORNEY'S REPORT**

There was no attorney's report this week.

### **CITY CLERK REPORT**

#### **General Updates**

##### **Ace Hardware**

- Phone conference with representatives from Inland Realty and Ace Hardware on Nov. 2. They submitted their preliminary development plan application on Nov 9.

##### **Emergency Tree Service**

- The City has received one bid for 24-7 emergency tree service from Omni Tree at a rate of \$420 per hour. The City has contacted several other tree companies multiple times but has not received any interest.

#### **Assistant Clerk Position**

- Staff have scheduled several interviews with potential candidates for the week of Nov. 8.

#### **Dairy Queen Sales Tax Remittance**

- The City has received confirmation from the Missouri Department of Revenue that sales taxes for the Dairy Queen in Twin Oaks were incorrectly remitted to the City of Manchester following a change in ownership in July 2019. DOR has indicated that the back amounts owed will be included in the November distribution that the City should receive on Dec. 7.

#### **2022 Twin Oaks Calendar**

- Production work has begun on the 2022 calendar for Twin Oaks. This year will involve a redesign of the calendar by graphic design firm Seal the Deal. The City is still accepting photo submissions for the calendar through Nov. 12.

#### Project Updates

##### **Crescent Road Repair**

- Topps will be finishing the repair of an eroded portion of Crescent Road on Monday, Nov. 8. The work will involve partial closure of the roadway. Notification of the work has been sent to residents.

##### **Birnamwood Trail Drive Sinkhole**

- Topps will also be patching the sinkhole on Birnamwood Trail Drive on Monday, Nov. 8.

#### **MAYOR AND ALDERMAN COMMENTS**

Alderman Whitmore stated that he was impressed with the St. Louis County Police Department's regional information center. He added that he would like to see something put in the budget to participate in the camera program.

Alderman Eisenhauer said that Halloween in Twin Oaks this year was very enjoyable with large groups of children out in the neighborhood.

#### **FINAL CITIZEN COMMENTS**

There were no final citizen comments.

## **ADJOURNMENT**

There being no further business, Alderman Milne motioned to adjourn the regular meeting at 7:36 p.m., seconded by Alderman Whitmore and the motion passed with the unanimous consent of the Board of those present.

Drafted By: \_\_\_\_\_  
Frank Johnson  
City Clerk/Administrator

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  
TUESDAY, NOVEMBER 9, 2021**

The Work Session was called to order by Mayor Russ Fortune at 6:01 p.m. pursuant to public notice and agenda. Roll Call was taken:

Mayor            Russ Fortune-yea

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

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

The Board was informed by City Clerk/Administrator Frank Johnson that due to staffing shortages and general workload, the meeting agenda did not get posted until today, less than 24-hours from the meeting start time. It was noted that the notice of the time, date, and place of each meeting was given per Section 610.020.1 on the City website just the posting of the agenda was delayed. City Attorney Paul Rost explained the requirements of the Sunshine Law and that the meeting notice and agenda needed to be posted at least 24-hours in advance unless for good cause the notice is impossible or impractical, in which case as much notice as is reasonably possible has to be given. It was further explained that if the Board finds it is necessary to hold a meeting on less than twenty-four hours' notice, the nature of the good cause justifying that departure from the normal requirements must be stated in the minutes.

The Board then discussed the necessity of dealing with the budget now to meet the December deadline and, that because of scheduling issues, there is no way to have another regular meeting this month. The reason the meeting was scheduled for today was to accommodate all schedules to ensure ALL board members could be here for budget discussions.

The Board unanimously agreed that it is necessary now to hold the meeting to handle the budget discussion and that good cause exists to justify departure from the normal posting of the agenda given that the meeting itself was noticed and available online for viewing and given that it was impractical or impossible to get the agenda posted once the oversight was discovered.



## **2021 BUDGET AND CAPITAL IMPROVEMENT PLAN**

Jeff Blume, Financial Consultant, reviewed with the Board the current draft of the 2022 Budget and Capital Improvement Plan (CIP). Mr. Blume gave an overview of the changes from the budget's initial draft, noting that the previous deficit of \$15,400 had been revised to a project surplus of \$30,300. He stated that this was accomplished through several cost reductions proposed by City Clerk/Administrator Johnson following a review of each line item in the budget, and gave a brief explanation of each revision.

Mr. Blume then gave an overview of where the city's fund balance stood based on the forecast for 2021 and the budget for 2022. He stated that the budget was in good shape for 2022, but added that the project surplus still did not entirely cover the full cost of the City's annual contribution to the debt retirement sinking fund. He stated that the City is projected to be approximately \$80,000 short of covering the contribution.

Following Mr. Blume's presentation, Alderman April Milne asked if the presented budget surplus included previously discussed capital spending. Mr. Blume responded that it did. City Clerk Johnson gave a brief overview of the various projects in the CIP.

Mayor Russ Fortune noted that he had recently met with Maintenance Supervisor John Williams to do a review of the current repair and capital needs in Twin Oaks Park. He stated that Maintenance Supervisor Williams will be reaching out to the Aldermen to arrange similar meetings. City Clerk/Administrator Johnson informed the Board which of these items were included in the 2022 maintenance/repair budget.

The Board then discussed the condition of the wooden bridge over the ponds in Twin Oaks Park. Mayor Fortune advised that it is currently difficult to tell how extensive the needed repairs may be without removing a substantial amount of the bridge decking. Depending on the condition of the underlying structure, the cost to fix the bridge could vary widely. In response to a question from City Clerk/Administrator Johnson, Mayor Fortune stated that BFA had inspected the structure when the ponds were dredged and found no substantial issues with the visible portions.

Lastly, the Board discussed the level of raises to include for city employees in the 2022 budget. City Clerk/Administrator Johnson explained that, due to the widespread inflation experienced nationally, the Cost of Living Adjustment (COLA) used by the Social Security Administration would be 5.9 percent for 2021, compared to only 1.3 percent in 2020. He further stated that the current draft budget for 2022 anticipates personnel costs rising 5 percent. After some discussion, the Board authorized City Clerk/Administrator Johnson to provide a raise of up to 5 percent to city employees, based upon performance.

## **SEWER LATERAL PROGRAM**

City Clerk/Administrator Johnson provided the board with an overview of the historical spending patterns for the City's sewer lateral program. He also gave an overview of how neighboring cities structure their programs and how they use payment caps, bid requirements and other measures. Along with Mr. Blume, he presented to the Board several potential changes to the city's program to ensure its long-term health and viability.

Discussion ensued. Alderman Lisa Eisenhauer noted that the city's biggest problem with how the program is currently structured is that it doesn't have any stopgaps for when there is a year with a high number of expensive claims, as occurred in 2021. The Board then discussed what the appropriate level to set the reimbursement cap for a claim. Alderman Eisenhauer stated that the level could be reviewed annually and adjusted if needed. Alderman Milne proposed that the Board set a higher cap of \$5,000 to start.

The Board also directed the City to provide better oversight of the bids and consider adding requirements for applicants to get multiple bids and/or having the City establish a list of preferred vendors for emergency situations.

### **ADJOURNMENT**

Alderman Milne motioned to adjourn the Work Session Meeting at 7:00 p.m., seconded by Alderman Eisenhauer and motion passed with the unanimous consent of the Board of those present.

Drafted By: \_\_\_\_\_  
Frank Johnson,  
City Clerk/Administrator

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

ATTEST:

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

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

	City of Twin Oaks Bills and Applied Payments November 6, 2021 to November 23, 2021						
Check No.		Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
	Topps Paving & Sealing						
		11/8/2021	Asphalt improvements and repair on Crescent Road	401567	\$1,110.00		
		11/8/2021	Sinkhole repair on Birnamwood Trail Drive	401568	\$891.00	\$2,001.00	12/1/2021
	St. Louis County Treasurer	11/8/2021	Monthly charge for Police service-November	139847	\$11,472.92	\$11,472.92	12/1/2021
	Ameri-Can Portables	11/10/2021	Porto-Potties for October 2021 Fireworks Display	54968	\$1,890.00	\$1,890.00	12/1/2021
	Cunningham, Vogel and Rost						
		10/31/2021	Rerun, check from last month in wrong amount - Review and analyze Harvey Services contract; review resolution authorizing same; confer with P. Rost re same; Revise sign ordinance; Final revisions and review of sign ordinance; review new prohibitions on local governments related to battery powered fences and research code changes needed to assure compliance.	66261	\$1,171.50		
		10/31/2021	Rerun, check from last month in wrong amount - Correspondence and review of lawn service contract amendment; review agenda packets for work session and regular board meeting; Prepare for and attend Board of Aldermen worksession and regular meeting; review BFA updated cost estimates for project sans curbs; teleconference with F. Johnson re various items; Revise ADA notice and correspondence with F. Johnson re response to records request; Review agenda items; Teleconference with F. Johnson re panhandler inquiry/complaint; review J&M fireworks agreement and correspondence with F. Johnson re same; review use tax information; finalize P&Z minutes; Prepare for and attend Board of Aldermen worksession and regular meeting; Draft ordinance for use tax and review statute re same; correspondence re solicitors; Review Lashley boundary adjustment plat and correspondence with F. Johnson re process; Correspondence with F. Johnson re requests for zoning info for generator on cell tower site; review County requirements for permits	66262	\$1,317.50	\$3,131.00	12/1/2021
	St. Louis County Public Works	11/15/2021	Occupancy inspections on 3 apartments (\$75 each)		\$225.00	\$225.00	12/1/2021
	BFA Engineering						
		10/31/2021	Engineering work for preparing "no curb" cost estimate for Crescent Avenue Sidewalk Project; Tcon discussions with Frank to review cost estimate and discuss board meeting.		\$812.50		
		10/31/2021	Review drainage area calculations and determine outflow rate/location for Twin Oaks Presbyterian Church berm. Email and follow up to St. Louis County.		\$181.25	\$993.75	12/1/2021
	Quadiant (NeoPost)	11/8/2021	Postage and annual fee for equipment rental		\$330.32	\$330.32	12/1/2021
	Alternative Rain						
		11/10/2021	Winterization - Town Hall	15199	\$75.00		
		11/10/2021	Winterization - Big Bend/141 Intersection	15200	\$243.75		
		11/10/2021	Winterization - Twin Oaks Park	15201	\$243.75	\$562.50	12/1/2021
	Harvey Services	11/5/2021	Pulled all planted flowers and weeds in landscape wedges at the Highway 141/Big Bend Road intersection.	SJN#23064	\$1,460.00	\$1,460.00	12/1/2021
	Missouri Lawyers Media	11/22/2021	Notice of Election	745238932	\$22.04	\$22.04	12/1/2021
AutoPay	The Brain Mill						
		11/15/2021	Monthly contract for IT services	6104	\$900.00		
		11/15/2021	Email hosting	6104	\$130.00		
		11/15/2021	Phone service	6104	\$162.00	\$1,192.00	12/2/2021
AutoPay	AT&T	11/6/2021	Monthly charge for internet and phone service (City Hall)		\$119.33	\$119.33	11/27/2021
AutoPay	AT&T	11/19/2021	Monthly charge for internet and phone service (50 Crescent)		\$96.98	\$96.98	11/28/2021
AutoPay	MO-American Water	11/17/2021	Monthly charge for City Hall	7767	\$117.88	\$117.88	12/9/2021
AutoPay	MO-American Water	11/17/2021	Monthly charge for 1240 Derbyshire Irrigation	6868	\$377.44	\$377.44	12/9/2021
AutoPay	MO-American Water	11/17/2021	Monthly charge for City Hall Irrigation	8240	\$174.67	\$174.67	12/9/2021
AutoPay	MO-American Water	11/17/2021	Monthly charge for 50 Crescent Ave	6457	\$10.09	\$10.09	12/9/2021
AutoPay	MSD	11/18/2021	Monthly charge for 50 Crescent Ave		\$63.50	\$63.50	12/8/2021

			Alderman				
			Alderman				

Credit Card List  
October 1, 2021 to October 31, 2021

Date	Name	Memo/Description	Amount
9/29/2021	Fish Window Cleaning	City Hall Outside Windows	163.00
9/30/2021	Amazon	(6) gallons of stain for the Park	257.94
9/30/2021	Sams Club	Drinks and cookies for Family Fun Day	56.24
9/30/2021	Enterprise Visa	Rebate Credit	-44.96
9/30/2021	Sams Club	Drinks for Family Fun Day; paper products	50.42
9/30/2021	Valley Park Elevator	Lawn bags	9.57
10/1/2021	Quickbooks Online	Monthly charge	80.00
10/1/2021	Pizza Hut	Pizza for Family Fun Day	173.49
10/1/2021	Pizza Hut	Pizza for Family Fun Day	144.49
10/2/2021	Schnucks	Ice	19.96
10/2/2021	Schnucks	Ice	29.94
10/3/2021	Zoom	Monthly charge	14.99
10/4/2021	Valley Park Elevator	Welding material to repair gate in Twin Oaks Park	7.49
10/5/2021	Valley Park Elevator	Street repair in Birnamwood Condos	58.35
10/5/2021	Phillips 66 Petromart	Fuel for truck	73.00
10/7/2021	St. Louis County	Commercial Occupancy Inspection Payment	126.00
10/8/2021	Dunkin Donuts	Breakfast for Fireworks Planning Meeting	11.13
10/9/2021	Birch Creek Golf club	Twin Oaks Golf Outing	1,276.00
10/12/2021	Menards	Light and caution tape for fireworks	156.93
10/17/2021	Subway	Food for public safety workers for Fireworks Display	24.15
10/18/2021	Office Depot	Office supplies	132.94
10/19/2021	Fish Window Cleaning	City Hall outside windows	244.00
10/19/2021	Valley Park Elevator	Level and concrete for signs for Crescent Road	24.97
10/20/2021	Phillips 66 Petromart	Fuel for truck	67.50
10/20/2021	Arco Lawn Equipment	Repair of weed eater	122.19
10/21/2021	Adobe	Monthly charge	14.99
10/21/2021	Overhead Door	Parts and labor to fix office door lock	762.00
10/21/2021	Overhead Door	Credit voucher for previous work	-381.00
10/21/2021	Office Depot	(2) toner cartridges	154.98
10/25/2021	1365 Public House	Theresa Gonzales Farewell Lunch	242.70
10/26/2021	Schnucks	Wine and gift bags for appreciation dinner	59.93
10/27/2021	Lowes	Road Supplies	49.46
10/29/2021	Office Depot	"Will Return" Sign for Office	2.71
10/29/2021	Office Depot	Open/Closed Sign for Office	6.84
10/29/2021	Phillips 66 Petromart	Fuel for truck	40.10
			4,232.44



BL ACCT 00000877-10000000  
CITY OF TWIN OAKS  
Account Number: ##### 1750  
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VISA

### Account Summary

Billing Cycle	10/31/2021
Days In Billing Cycle	31
Previous Balance	\$4,483.80
Purchases	+ \$4,658.40
Cash	+ \$0.00
Balance Transfers	+ \$0.00
Special	+ \$0.00
Credits	- \$425.96-
Payments	- \$4,483.80-
Other Charges	+ \$0.00
Finance Charges	+ \$0.00

**NEW BALANCE** \$4,232.44

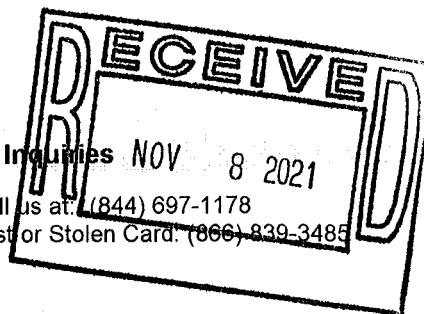
### Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$5,767.56
Available Cash	\$5,767.56
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

### Account Inquiries



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



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

### Payment Summary

NEW BALANCE	\$4,232.44
MINIMUM PAYMENT	\$106.00
PAYMENT DUE DATE	11/25/2021

**NOTE:** Grace period to avoid a finance charge on purchases; pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

### Corporate Activity

**TOTAL CORPORATE ACTIVITY** \$4,483.80

Trans Date	Post Date	Reference Number	Transaction Description	Amount
10/15	10/15	2537768	INTERNET PMT-THANK YOU	\$4,483.80-

### Cardholder Account Summary

FEE ACCT 00000877-010000 ##### 1768	Payments & Other Credits \$44.96-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$44.96-
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### Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
09/30	10/01		74142962109000000003680	REBATE CREDIT	\$44.96-

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

ENTERPRISE BANK & TRUST  
1281 N WARSON ROAD  
SAINT LOUIS MO 63132-1805



Account Number

##### 1750

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

☐

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
10/31/21	\$4,232.44	\$106.00	11/25/21

\$

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



MAKE CHECK PAYABLE TO:



ENTERPRISE BANK & TRUST  
PO BOX 6818  
CAROL STREAM IL 60197-6818

18 4142 9680 0009 1750 00010600 00423244 6

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge: The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**Method G - Average Daily Balance (including current transactions):** To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**Payment Crediting and Credit Balance:** Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited to the account specified on the payment coupon as of the date of receipt. Payments received at a different location or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to the Account Inquiries address on the front of this statement.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call the customer service number on the front of this billing statement.

**Closing Date:** The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

**Annual Fee:** If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill. Submit your request to the Account Inquiries address on the front of this statement. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

**Negative Credit Reports:** You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

## BILLING RIGHTS SUMMARY

**In Case of Errors or Inquiries About Your Bill:** If you suspect there is an error on your account or you need information about a transaction on your bill, send your written inquiry to the Account Inquiries address on the front of this statement within 60 days of the date of the statement containing the transaction in question. You may telephone us, however a written request is required to preserve your rights.

**In your letter, give us the following information:**

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Please provide a legal document evidencing your name change, such as a court document.

Please use blue or black ink to complete form

NAME CHANGE

**Last**

[illegible]

First

**Middle**

Middle

## ADDRESS CHANGE

Street

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Home Phone (    |    |    |    )    |    |    |    -    |    |    |    |

Business Phone (     )     -

**Cell Phone** ( )

E-mail Address

**SIGNATURE REQUIRED**

**SIGNATURE REQUIRED TO AUTHORIZE CHANGES** Signature \_\_\_\_\_



BL ACCT 00000877-10000000

CITY OF TWIN OAKS

Account Number: ##### 1750

Page 3 of 4

Cardholder Account Summary						
FRANK A JOHNSON #### #### #### 1776			Payments & Other Credits \$0.00	Purchases & Other Charges \$403.48	Cash Advances \$0.00	Total Activity \$403.48
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
10/01	10/03	PBUS03	24692161274100420736589	INTUIT *QuickBooks Online CL.INTUIT.COM CA	✓ \$80.00 ✓	
10/03	10/04	PBUS03	24011341276000046675171	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	✓ \$14.99 ✓	
09/30	10/04	PBUS03	24226381276370661280194	SAMSClub.COM 888-746-7726 AR	✓ \$86.24 ✓	
10/25	10/27	PBUS03	24323041299181600042636	THIRTEENFIFTY SIX PUBLIC BALLWIN MO	✓ \$242.70 ✓	
10/29	10/31	PBUS03	24137461303100278759875	OFFICE DEPOT #2790 ELLISVILLE MO	✓ \$2.71 ✓	
10/29	10/31	PBUS03	24137461303100278759958	OFFICE DEPOT #3373 MANCHESTER MO	✓ \$6.84 ✓	

Cardholder Account Summary						
THERESA GONZALES #### #### 1784			Payments & Other Credits \$381.00-	Purchases & Other Charges \$3,571.31	Cash Advances \$0.00	Total Activity \$3,190.31
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
09/30	10/01	PBUS03	24445001274400104502093	SAMS CLUB #8182 ST. LOUIS MO	✓ \$50.42 ✓	
09/30	10/01	PBUS03	24692161273100631631414	AMZN Mktp US*2C22Z4B90 Amzn.com/bill WA	✓ \$257.94 ✓	
09/29	10/01	PBUS03	24498131273017023695717	FISH WINDOW CLEANING 636-779-1500 MO	✓ \$163.00 ✓	
10/01	10/04	PBUS03	24943001276964030391041	PIZZA HUT 004947 TWIN OAKS MO	✓ \$173.49 ✓	
10/01	10/04	PBUS03	24943001276964030391132	PIZZA HUT 004947 TWIN OAKS MO	✓ \$144.49 ✓	
10/07	10/08	PBUS03	24431061281207274700055	STLC-PUBLIC WRKS HWYS 314-615-3212 MO	✓ \$126.00 ✓	
10/08	10/10	PBUS03	24943001282838000009597	DUNKIN #359804 BALLWIN MO	✓ \$11.13 ✓	
10/09	10/11	PBUS03	24755421283642834069637	BIRCH CREEK GOLF CLUB UNION MO	✓ \$1,276.00 ✓	
10/18	10/20	PBUS03	24137461292500465870646	OFFICE DEPOT #3373 MANCHESTER MO	✓ \$132.94 ✓	
10/19	10/21	PBUS03	24498131293017023667647	FISH WINDOW CLEANING 636-779-1500 MO	✓ \$244.00 ✓	
10/21	10/22	PBUS03	24943001294700656263579	ADOBE ACROPRO SUBS 408-536-6000 CA	✓ \$14.99 ✓	
10/21	10/24	PBUS03	24941681295207473700361	OVERHEAD DOOR OFSTLOUI 314-781-5200 MO	✓ \$762.00 ✓	
10/21	10/24	PBUS03	24137461295500860864076	OFFICE DEPOT #3373 MANCHESTER MO	✓ \$154.98 ✓	
10/21	10/24		74941681295207473700820	CREDIT VOUCHER OVERHEAD DOOR OFSTLOUI 3147815200 MO	✓ \$381.00- ✓	
10/26	10/27	PBUS03	24445001300000656154521	SCHNUCKS TWIN OAKS BALLWIN MO	✓ \$59.93 ✓	

Cardholder Account Summary						
JOHN WILLIAMS #### #### 1792			Payments & Other Credits \$0.00	Purchases & Other Charges \$683.61	Cash Advances \$0.00	Total Activity \$683.61
Cardholder Account Detail						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
09/30	10/01	PBUS03	24323041273045600049273	VALLEY PARK ELEVATOR VALLEY PARK MO	✓ \$9.57 ✓	
10/02	10/03	PBUS03	24445001276000631318902	SCHNUCKS TWIN OAKS BALLWIN MO	✓ \$19.96 ✓	
10/02	10/03	PBUS03	24445001276000631319082	SCHNUCKS TWIN OAKS BALLWIN MO	✓ \$29.94 ✓	
10/04	10/05	PBUS03	24323041277047300046944	VALLEY PARK ELEVATOR VALLEY PARK MO	✓ \$7.49 ✓	
10/05	10/06	PBUS03	24323041278040300044513	VALLEY PARK ELEVATOR VALLEY PARK MO	✓ \$58.35 ✓	
10/05	10/06	PBUS03	24015171278000498834974	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	✓ \$73.00 ✓	
10/12	10/14	PBUS03	24137461286100129275387	MENARDS MANCHESTER MO MANCHESTER MO	✓ \$156.93 ✓	
10/17	10/17	PBUS03	24204291289009753894940	Subway 3960 Ballwin MO	✓ \$24.15 ✓	
10/19	10/20	PBUS03	24323041292041300048506	VALLEY PARK ELEVATOR VALLEY PARK MO	✓ \$24.97 ✓	
10/20	10/21	PBUS03	24015171293002079618249	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	✓ \$67.50 ✓	
10/20	10/22	PBUS03	24412901294030023981221	ARCO LAWN EQUIPMENT BALLWIN MO	✓ \$122.19 ✓	
10/27	10/28	PBUS03	24692161300100598654430	LOWES #01503* BALLWIN MO	✓ \$49.46 ✓	



## Additional Information About Your Account

## Finance Charge Summary / Plan Level Information

\* Periodic Rate (M)=Monthly (D)=Daily

**\*\* includes cash advance and foreign currency fees**

Days In Billing Cycle: 31  
APR = Annual Percentage Rate

<sup>1</sup> FCM = Finance Charge Method

(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

# CITY OF TWIN OAKS, MISSOURI

## NOTICE OF PUBLIC HEARING

In accordance with openness and transparency goals of the City of Twin Oaks, Missouri, notice is hereby given by the Board of Aldermen of the City of Twin Oaks that a public hearing will be held on Wednesday, December 1, 2021 at 7:00 p.m. in the City Hall, 1381 Big Bend Road. The purpose of said hearing will be to present the proposed operating budget for Fiscal Year 2022. The following summarizes the proposed operating budget of the City of Twin Oaks, Missouri for the fiscal year ending December 31, 2022 and is subject to change:

Fund Name	Rev- enues	Ex- pend- itures	Trans- fers	FUND BALANCE		
				Change	Begin- ing	Ending
	(Note: Rounded to nearest \$1,000)					
GENERAL	\$ 661	\$ 600	\$ (86)	\$ (25)	\$ 493	\$ 468
SPECIAL REVENUE						
Parks and Stormwater	269	196	(57)	16	278	294
Sewer Lateral	5	5	-	-	42	42
CAPITAL EXPENDITURES						
Capital Improvement Sales Tax	235	143	(53)	39	621	660
Road	33	229	196	-	1	1
Total	\$ 1,203	\$ 1,173	\$ -	\$ 30	\$ 1,434	\$ 1,464

To balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, face coverings are strongly encouraged for those attending this meeting of the Board of Aldermen, regardless of vaccination status.

In addition, the meeting will also 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](http://www.facebook.com/twinoaksmo).

Residents and others who wish to comment may also email their comments to City Clerk Frank Johnson, [fjohnson@cityoftwinoaks.com](mailto:fjohnson@cityoftwinoaks.com), by 5 p.m. on December 1, 2021, and their comments will be shared with the Board at the appropriate time.

All interested citizens will have the opportunity to give written and oral comment. Copies of the proposed budget are on file in the office of the City Clerk at 1381 Big Bend Road, Twin Oaks, MO 63021 and are available for public review in that office during the City's normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

Anyone with special needs should contact the City Clerk at least 2 days before said Public Hearing by calling (636) 225-7873. All persons interested may appear and be heard at that meeting.

City Clerk/Administrator  
Frank Johnson

Posted: 2:30 p.m., Tuesday, November 23, 2021



**CITY OF  
TWIN OAKS, MISSOURI**

**ANNUAL OPERATING BUDGET**

**FOR THE FISCAL YEAR ENDING  
DECEMBER 31, 2022**

**BUDGET HEARING  
WEDNESDAY, DECEMBER 1, 2021**

**CITY OF TWIN OAKS, MISSOURI**  
**ANNUAL OPERATING BUDGET**  
**FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022**

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**CITY OF TWIN OAKS, MISSOURI**  
**CONSOLIDATED STATEMENTS OF REVENUES, EXPENSES AND FUND**  
**BALANCE**  
**FOR THE THREE FISCAL YEARS ENDING DECEMBER 31, 2022**

	ACTUAL 2020	FORECAST 2021	DIFFERENCE FAV / (UNFAV)		BUDGET 2022	DIFFERENCE FAV / (UNFAV)	
			AMOUNT	PERCENT		AMOUNT	PERCENT
<b>REVENUES</b>							
Sales Taxes	\$ 902,510	\$ 925,400	\$ 22,890	2.5 %	\$ 953,100	\$ 27,700	3.0 %
Property Taxes	79,110	68,700	(10,410)	(13.2)%	69,600	900	1.3 %
Intergovernmental Taxes	28,632	27,100	(1,532)	(5.4)%	27,400	300	1.1 %
Licenses, Permits & Fees	105,614	114,000	8,386	7.9 %	106,200	(7,800)	(6.8)%
Grants	26,758	40,000	13,242	49.5 %	40,000	-	-
Miscellaneous Revenue	10,899	6,000	(4,899)	(44.9)%	6,000	-	-
Interest Income	2,947	1,800	(1,147)	(38.9)%	500	(1,300)	(72.2)%
Total	1,156,470	1,183,000	26,530	2.3 %	1,202,800	19,800	1.7 %
<b>EXPENSES</b>							
Personnel Services	228,572	266,300	(37,728)	(16.5)%	273,400	(7,100)	(2.7)%
Administrative	105,173	122,000	(16,827)	(16.0)%	118,800	3,200	2.6 %
Operating	189,179	273,400	(84,221)	(44.5)%	260,100	13,300	4.9 %
Contractual	90,185	84,400	5,785	6.4 %	85,000	(600)	(0.7)%
Police	133,105	136,800	(3,695)	(2.8)%	140,900	(4,100)	(3.0)%
Lease	501	-	501	100.0 %	-	-	-
Repairs and Maintenance	53,506	56,200	(2,694)	(5.0)%	51,000	5,200	9.3 %
Debt Service	142,773	142,800	(27)	N/M	142,800	-	-
Capital additions							-
Stormwater	1,504	3,200	(1,696)	(112.8)%	-	3,200	100.0 %
Other	56,192	101,400	(45,208)	(80.5)%	100,500	900	0.9 %
Total	1,000,690	1,186,500	(185,810)	(18.6)%	1,172,500	14,000	1.2 %
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES AND CHANGE IN FUND BALANCE</b>	155,780	(3,500)	(159,280)	(102.2)%	30,300	33,800	965.7 %
<b>FUND BALANCE -</b>							
Beginning of Year	1,281,641	1,437,422	155,781	12.2 %	1,433,922	(3,500)	(0.2)%
End of Year	\$ 1,437,421	\$ 1,433,922	\$ (3,499)	(0.2)%	\$ 1,464,222	\$ 30,300	2.1 %

**CITY OF TWIN OAKS, MISSOURI**  
**BUDGETED CONSOLIDATING STATEMENTS OF**  
**REVENUES, EXPENSES AND FUND BALANCE**  
**FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022**

	FUND NAME					
	Sewer	Capital Improve-ments	Road	Park and Stormwater	General	Total
<b>REVENUES</b>						
Sales Taxes	\$ -	\$ 234,600	\$ -	\$ 265,000	\$ 453,500	\$ 953,100
Property Taxes	-	-	22,600	-	47,000	69,600
Intergovernmental Taxes	-	-	10,700	-	16,700	27,400
Licenses, Permits & Fees	4,700	-	-	-	101,500	106,200
Grants	-	-	-	-	40,000	40,000
Miscellaneous Revenue	-	-	-	4,100	1,900	6,000
Interest Income	100	-	-	-	400	500
	4,800	234,600	33,300	269,100	661,000	1,202,800
<b>EXPENSES</b>						
Personnel Services	-	-	55,800	42,600	175,000	273,400
Administrative	-	-	-	-	118,800	118,800
Operating	4,500	-	89,900	85,800	79,900	260,100
Contractual	-	-	-	-	85,000	85,000
Police	-	-	-	-	140,900	140,900
Repairs and Maintenance	-	-	16,500	34,500	-	51,000
Debt Service		142,800				142,800
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	67,500	33,000	-	100,500
Total	4,500	142,800	229,700	195,900	599,600	1,172,500
Excess (deficiency) of revenues over (under) expenditures	300	91,800	(196,400)	73,200	61,400	30,300
<b>OTHER SOURCES (USES) OF FUNDS</b>						
Transfers	-	(53,500)	196,400	(57,200)	(85,700)	-
<b>CHANGE IN FUND BALANCE</b>	300	38,300	-	16,000	(24,300)	30,300
<b>FUND BALANCE -</b>						
Beginning of Year	41,746	620,999	580	277,547	493,050	1,433,922
End of Year	\$ 42,046	\$ 659,299	\$ 580	\$ 293,547	\$ 468,750	\$ 1,464,222

**CITY OF TWIN OAKS, MISSOURI**  
**FORECASTED CONSOLIDATING STATEMENTS OF**  
**REVENUES, EXPENSES AND FUND BALANCE**  
**FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021**

	FUND NAME					
	Sewer	Capital Improve-ments	Road	Park and Stormwater	General	Total
<b>REVENUES</b>						
Sales Taxes	\$ -	\$ 227,800	\$ -	\$ 257,300	\$ 440,300	\$ 925,400
Property Taxes	-	-	22,400	-	46,300	68,700
Intergovernmental Taxes	-	-	10,400	-	16,700	27,100
Licenses, Permits & Fees	4,700	-	-	-	109,300	114,000
Grants	-	-	-	-	40,000	40,000
Miscellaneous Revenue	-	-	-	4,100	1,900	6,000
Interest Income	100	-	-	-	1,700	1,800
	4,800	227,800	32,800	261,400	656,200	1,183,000
<b>EXPENSES</b>						
Personnel Services	-	-	53,100	40,600	172,600	266,300
Administrative	-	-	-	-	122,000	122,000
Operating	28,500	-	88,700	76,800	79,400	273,400
Contractual	-	-	-	-	84,400	84,400
Police	-	-	-	-	136,800	136,800
Repairs and Maintenance	-	-	14,200	42,000	-	56,200
Debt Service		142,800				142,800
Capital additions						
Stormwater	-	-	-	3,200	-	3,200
Other	-	28,700	45,700	27,000	-	101,400
Total	28,500	171,500	201,700	189,600	595,200	1,186,500
Excess (deficiency) of revenues over (under) expenditures	(23,700)	56,300	(168,900)	71,800	61,000	(3,500)
<b>OTHER SOURCES (USES) OF FUNDS</b>						
Transfers	-	(26,000)	168,900	(57,200)	(85,700)	-
<b>CHANGE IN FUND BALANCE</b>	(23,700)	30,300	-	14,600	(24,700)	(3,500)
<b>FUND BALANCE -</b>						
Beginning of Year	65,446	590,699	580	262,947	517,750	1,437,422
End of Year	\$ 41,746	\$ 620,999	\$ 580	\$ 277,547	\$ 493,050	\$ 1,433,922

**CITY OF TWIN OAKS, MISSOURI**  
**CONSOLIDATING STATEMENTS OF**  
**REVENUES, EXPENSES AND FUND BALANCE**  
**FOR THE FISCAL YEAR ENDED DECEMBER 31, 2020**

	FUND NAME					
	Sewer	Capital Improve- ments	Road	Park and Stormwater	General	Total
<b>REVENUES</b>						
Sales Taxes	\$ -	\$ 224,340	\$ -	\$ 254,989	\$ 423,181	\$ 902,510
Property Taxes	-	-	27,379	-	51,731	79,110
Intergovernmental Taxes	-	-	9,896	-	18,736	28,632
Licenses, Permits & Fees	3,799	-	-	-	101,815	105,614
Grants	-	-	-	-	26,758	26,758
Miscellaneous Revenue	-	5,051	-	400	5,448	10,899
Interest Income	215	-	-	-	2,732	2,947
	4,014	229,391	37,275	255,389	630,401	1,156,470
<b>EXPENSES</b>						
Personnel Services	-	-	46,594	30,656	151,322	228,572
Administrative	-	-	-	-	105,173	105,173
Operating	3,993	-	69,751	37,390	78,045	189,179
Contractual	-	-	-	-	90,185	90,185
Police	-	-	-	-	133,105	133,105
Lease	-	-	-	500	1	501
Repairs and Maintenance	-	-	21,286	32,220	-	53,506
Debt Service		142,773				142,773
Capital additions						
Stormwater	-	-	-	1,504	-	1,504
Other	-	-	20,330	35,862	-	56,192
Total	3,993	142,773	157,961	138,132	557,831	1,000,690
Excess (deficiency) of revenues over (under) expenditures	21	86,618	(120,686)	117,257	72,570	155,780
<b>OTHER SOURCES (USES) OF FUNDS</b>						
Transfers	-	45,637	97,150	(85,672)	(57,115)	-
<b>CHANGE IN FUND BALANCE</b>	21	132,255	(23,536)	31,585	15,455	155,780
<b>FUND BALANCE -</b>						
Beginning of Year	65,425	458,444	24,116	231,362	502,294	1,281,641
End of Year	\$ 65,446	\$ 590,699	\$ 580	\$ 262,947	\$ 517,750	\$ 1,437,421



# CITY OF TWIN OAKS, MISSOURI - GENERAL FUND

## STATEMENTS OF REVENUES, EXPENSES AND FUND BALANCE FOR THE SEVEN FISCAL YEARS ENDING DECEMBER 31, 2022

	ACTUAL					BUDGET	FCAST	BUDGET
	2016	2017	2018	2019	2020	2021	2021	2022
<b>REVENUES</b>								
<b>Sales Taxes</b>								
Sales Tax One Cent	\$ 300,346	\$ 305,725	\$ 268,144	\$ 338,915	\$ 290,549	\$ 317,600	\$ 301,200	\$ 310,200
Local Option 1/4 cent	115,528	140,982	126,808	125,405	112,471	121,800	115,000	118,500
SL County Prop P Sales Tax	-	4,723	21,352	21,793	20,161	16,900	24,100	24,800
Total	415,874	451,430	416,304	486,113	423,181	456,300	440,300	453,500
<b>Property Taxes</b>								
Property Tax (Commercial)	23,543	24,098	28,460	19,196	51,025	16,200	45,400	46,100
Financial Institution Tax	212	454	-	-	-	-	200	200
Railroad/Utility Tax	469	454	437	375	706	6,700	700	700
Total	24,224	25,006	28,897	19,571	51,731	22,900	46,300	47,000
<b>Intergovernmental Taxes</b>								
Motor Vehicle Sales Tax	3,346	3,522	3,765	2,988	3,710	3,400	4,300	4,300
Motor Vehicle Fee Increase	1,676	1,742	1,944	1,490	1,775	1,600	2,000	2,000
Fee Income:Franchise Fee (Charter, AT&T)	8,343	7,203	9,753	10,868	12,432	9,700	9,700	9,700
Cigarette Tax	1,006	970	861	809	819	800	700	700
Total	14,371	13,437	16,323	16,155	18,736	15,500	16,700	16,700
<b>Licenses, Permits &amp; Fees</b>								
Occupancy Permits	1,870	1,350	900	2,050	8,250	3,800	16,000	16,000
Fence Permits	25	105	105	-	25	100	200	200
Dumpster/Temp Storage Permit	-	100	-	-	-	-	-	-
Building Permits	271	1,002	907	1,264	3,350	1,000	800	400
Sign Permits	-	1,250	(273)	461	525	600	700	700
Site Work Permits	-	-	-	-	25	-	-	-
Fee Income; Misc.	5,150	-	63	10	195	100	-	-
Merchants Licenses (Annually)	52,695	69,713	71,433	60,682	66,958	59,000	71,000	63,900
Liquor Licenses (Annually)	3,200	3,250	3,250	3,161	3,563	3,200	3,200	2,900
Cellular Tower Lease (Monthly)	14,515	14,757	15,967	16,208	17,424	17,400	17,400	17,400
Board of Adjustment Appeal Fees	-	-	-	300	-	-	-	-
Development Process Application	-	15,248	10,216	-	1,500	1,500	-	-
Total	77,726	106,775	102,568	84,136	101,815	86,700	109,300	101,500
General Fund Grant Income	-	-	-	-	26,758	-	40,000	40,000
<b>Miscellaneous Income</b>	51	(210)	2,766	3,198	5,448	2,900	1,900	1,900
<b>Interest Income</b>	7,383	4,928	5,458	5,753	2,732	700	1,700	400
Total	539,629	601,366	572,316	614,926	630,401	585,000	656,200	661,000

# CITY OF TWIN OAKS, MISSOURI - GENERAL FUND

## STATEMENTS OF REVENUES, EXPENSES AND FUND BALANCE FOR THE SEVEN FISCAL YEARS ENDING DECEMBER 31, 2022

	ACTUAL					BUDGET	FCAST	BUDGET
	2016	2017	2018	2019	2020	2021	2021	2022
<b>EXPENSES</b>								
<b>Personnel Services</b>								
Wages Employees	83,912	102,760	99,167	106,979	76,057	105,700	97,300	102,200
Wages Trustees	20,123	20,400	20,400	20,400	21,930	20,400	20,400	20,400
Employee Benefits	5,000	5,096	7,182	8,703	14,184	12,900	17,100	15,800
Payroll Taxes	13,602	16,462	17,287	15,995	16,091	18,900	14,400	15,800
LAGERS	8,531	10,582	13,576	15,916	14,788	16,200	21,300	18,700
Unemployment Compensation	-	-	-	321	6,331	2,100	200	-
Payroll Processing Fees	1,628	1,721	1,802	1,760	1,941	1,900	1,900	2,100
Total	132,796	157,021	159,414	170,074	151,322	178,100	172,600	175,000
<b>Administrative</b>								
Building Inspection/Occup Fees	1,165	1,387	1,945	5,700	8,315	3,000	-	-
Building Insp/Permits/Occup Fees:Building	-	-	-	-	-	-	1,800	1,800
Building Insp/Permits/Occup Fees:Occupat	-	-	-	-	1,275	-	14,100	14,100
Village Property Expense	8,364	11,729	8,388	15,740	5,984	9,900	7,900	5,900
Meetings	508	448	(74)	204	-	-	-	-
Administrative Events	4,485	3,917	4,808	4,563	1,417	-	3,000	3,500
Arbor Day Event	305	635	655	548	-	-	-	-
Night Out in the Park	-	-	-	452	329	-	500	500
Govt Center Open House	-	-	915	-	-	-	-	-
Dues, Education & Conferences	4,066	4,121	6,426	2,596	2,491	2,300	1,900	2,300
Mileage	243	612	694	240	-	-	-	-
Bank Service Charges	60	99	61	32	503	100	600	600
Community Room Supervising	-	-	573	594	440	500	100	500
Election Expense	856	62	315	297	295	400	400	800
Legal Notices/Publications	2,336	4,106	1,192	2,577	2,088	1,900	2,200	2,200
Insurance	24,212	27,171	29,740	28,793	26,009	25,800	29,100	30,600
Printing	364	349	2,237	1,590	1,639	1,800	2,700	1,800
Postage	561	367	884	568	584	600	600	600
Telephone	7,633	6,648	5,584	5,866	6,012	5,600	5,600	5,800
Equipment Purchase/Maintenance	3,015	530	2,219	6,666	2,195	6,100	6,100	6,100
Service Contr. & Annual Charges	2,384	3,053	5,476	8,320	11,072	10,100	10,300	10,300
IT and Web Hosting	11,239	13,670	13,830	15,677	21,592	17,600	16,900	16,900
Copier Lease	2,748	2,724	2,414	2,520	2,595	2,800	2,500	800
Cooler Rental	147	147	(17)	-	-	-	-	-
Window Cleaning	221	221	2,069	2,826	1,806	2,000	2,100	2,100
County Sales Reports	175	105	-	-	-	-	-	-
Codification	6,212	6,626	3,125	10,167	5,546	7,300	7,200	7,200
Office Relocation	-	-	12,850	2,134	-	-	-	-
General Admin & Office Supplies	4,945	4,005	3,910	4,029	2,907	2,800	6,400	4,400
Miscellaneous Expense	-	-	-	298	79	-	-	-
Total	86,244	92,732	110,219	122,997	105,173	100,600	122,000	118,800

# CITY OF TWIN OAKS, MISSOURI - GENERAL FUND

## STATEMENTS OF REVENUES, EXPENSES AND FUND BALANCE FOR THE SEVEN FISCAL YEARS ENDING DECEMBER 31, 2022

	ACTUAL					BUDGET	FCAST	BUDGET
	2016	2017	2018	2019	2020	2021	2021	2022
<b>Operating</b>								
Miscellaneous	87	(2,025)	(300)	235	929	300	300	300
Sanitation	40,268	46,060	43,260	44,272	46,030	46,900	47,600	47,600
Mosquito Control	378	365	385	176	494	700	700	700
Leaf Vacuuming	9,200	9,990	9,200	10,220	11,140	11,100	9,600	9,600
Utilities-Office	54	15	(4,839)	-	-	-	-	-
Utilities-Office:50 Crescent Ave Utilities	960	1,817	1,954	2,049	2,054	2,300	2,700	2,800
Utilities-Office:Electric	1,958	4,445	15,291	12,742	12,504	13,000	13,100	13,400
Utilities-Office:Gas	1,679	1,729	1,685	1,006	868	1,400	1,400	1,400
Utilities Town Hall and 50 Crescent:Sewer	-	-	509	412	298	200	300	300
Utilities Town Hall and 50 Crescent:Water	-	-	2,358	2,431	3,728	3,500	3,700	3,800
Total	54,584	62,396	69,503	73,543	78,045	79,400	79,400	79,900
<b>Contractual</b>								
Legal	93,710	81,981	57,796	52,027	61,913	50,800	58,300	58,300
Legal:Legal - Nonrecurring	108,615	10,155	17,401	19,030	593	400	-	-
Auditing Fees	10,624	10,070	10,070	10,760	10,460	11,700	11,700	12,300
Accounting Fees	5,370	6,000	6,000	6,000	6,000	6,200	6,000	6,000
Engineering - General	2,666	14,064	24,340	18,361	10,410	12,500	8,100	8,100
Outside Labor	-	-	8,300	16,833	809	7,600	300	300
Total	220,985	122,270	123,907	123,011	90,185	89,200	84,400	85,000
<b>Police</b>	107,723	104,779	118,165	128,621	133,105	131,700	136,800	140,900
<b>Lease</b>	36,944	35,922	3,369	(76)	-	-	-	-
Stormwater	-	1,864	-	-	-	-	-	-
Total	639,276	576,984	584,577	618,170	557,830	579,000	595,200	599,600
<b>Excess (deficiency) of revenues over (under) expenses</b>	(99,647)	24,382	(12,261)	(3,244)	72,571	6,000	61,000	61,400
<b>OTHER SOURCES(USES) OF FUNDS</b>								
Transfer From General / (To) CIST	-	(42,900)	(57,115)	(57,115)	(57,115)	(85,700)	(85,700)	(85,700)
<b>CHANGE IN FUND BALANCE</b>	(99,647)	(18,518)	(69,376)	(60,359)	15,456	(79,700)	(24,700)	(24,300)
<b>FUND BALANCE -</b>								
Prior Perod Adjustment		(2,583)						
Beginning of Year	752,777	653,130	632,029	562,653	502,294	517,750	517,750	493,050
End of Year	\$ 653,130	\$ 632,029	\$ 562,653	\$ 502,294	\$ 517,750	\$ 438,050	\$ 493,050	\$ 468,750

**CITY OF TWIN OAKS, MISSOURI -  
PARK AND STORMWATER FUND  
STATEMENTS OF REVENUES, EXPENSES AND FUND BALANCE  
FOR THE SEVEN FISCAL YEARS ENDING DECEMBER 31, 2022**

	ACTUAL					BUDGET	FCAST	BUDGET
	2016	2017	2018	2019	2020	2021	2021	2022
<b>REVENUES</b>								
P&S 1/2 cent	\$269,723	\$289,064	\$255,696	\$290,573	\$254,989	\$276,600	\$257,300	\$265,000
Grants	-	-	-	-	-	-	-	-
Non-Refundable Park Reservation	-	-	-	-	-	-	3,400	3,400
Commercial Permit Fee	800	400	600	100	400	400	700	700
Park Income	290	-	100,000	-	-	-	-	-
Miscellaneous Revenue	1,090	400	100,600	100	400	400	4,100	4,100
Total	270,813	289,464	356,296	290,673	255,389	277,000	261,400	269,100
<b>EXPENSES</b>								
Park Salaries	25,282	28,285	32,094	34,383	30,656	35,900	40,500	42,500
Park Salaries - Security	15,873	14,140	18,375	4,253	-	5,000	100	100
Total Personnel Services	41,155	42,425	50,469	38,636	30,656	40,900	40,600	42,600
<b>Operating</b>								
Park Mowing	7,704	8,201	7,297	6,943	6,592	7,200	7,100	7,500
Park Landscaping	5,991	3,404	1,344	3,011	976	1,100	500	12,000
Landscape Consultant	8,317	1,373	-	855	-	-	-	-
Vector & Chemical Control	694	7,540	8,585	4,475	15,861	8,600	16,800	11,700
Restroom Supplies	524	477	485	321	238	200	400	400
Fuel Expense	-	-	-	-	43	200	-	-
Events/Entertainment/Food	-	-	32	393	435	1,700	-	-
Other/Test Event; NNO & AD	-	-	-	120	-	2,000	1,200	1,100
Winter Lighting	-	1,580	2,970	2,511	2,455	3,600	2,200	3,000
August Event (Concert)	1,200	277	900	7,197	-	1,500	600	1,000
Park Events - Eclipse	-	3,489	-	-	-	1,000	-	-
Easter Egg Hunt	1,227	983	1,023	-	562	1,000	-	1,000
Family Fun Day (September)	3,429	3,911	3,343	4,246	-	6,000	6,400	5,000
Halloween Event	-	-	-	-	-	-	-	-
July Event (Concert/Fireworks)	25,824	26,961	31,323	30,392	375	26,700	25,800	26,700
June Event (Concert)	750	734	1,075	719	800	1,500	800	1,000
May Event (Concert)	318	-	-	-	-	-	-	-
Copyright Fees	-	1,047	1,114	1,153	1,187	1,200	1,200	1,400
Facility Partnerships	1,055	1,355	1,435	1,765	570	1,900	2,000	2,000
Park Promotions	851	914	782	-	1,335	-	-	-
Park Utilities	(91)	-	-	-	-	-	-	-
Electric (Park)	5,141	5,372	5,636	4,509	3,342	4,700	5,400	5,500
Sewer (Park)	1,389	1,818	241	-	-	900	900	900
Water (Park)	4,745	6,487	6,410	5,961	2,619	4,900	5,500	5,600
Total Operating	69,068	75,923	73,995	74,571	37,390	75,900	76,800	85,800
<b>Park Lease</b>	-	-	-	-	500	-	-	-
Storage Facility Rental	3,420	2,700	-	-	-	-	-	-
Total Lease	3,420	2,700	-	-	500	-	-	-

**CITY OF TWIN OAKS, MISSOURI -  
PARK AND STORMWATER FUND  
STATEMENTS OF REVENUES, EXPENSES AND FUND BALANCE  
FOR THE SEVEN FISCAL YEARS ENDING DECEMBER 31, 2022**

	ACTUAL					BUDGET	FCAST	BUDGET
	2016	2017	2018	2019	2020	2021	2021	2022
<b>Repairs and Maintenance</b>								
Miscellaneous Expense	-	-	-	4,000	69	300	100	100
Lake Expense	-	-	-	-	3,346	3,900	3,100	3,100
Park Tools/Equipment/Rental	2,206	2,465	3,599	4,246	5,499	4,100	-	1,500
Repairs/Maint. - Storm Water	-	-	-	130	-	-	600	600
Park Repairs & Maintenance	3,841	3,239	19,882	8,073	(328)	3,600	9,200	13,600
Park Repairs & Maintenance - Scheduled	-	-	-	-	-	23,100	-	-
Park Facility Maintenance	3,966	2,518	6,967	3,332	2,155	4,100	3,400	4,100
Park Inspections	2,437	2,664	4,561	3,278	450	2,500	2,500	3,500
Park Landscaping Maintenance	17,463	21,521	24,789	27,908	18,051	7,000	19,000	5,000
Park Irrigation Maintenance	1,692	1,269	1,658	2,909	2,978	2,000	2,400	2,000
Park Electrical Maintenance	5,753	970	1,290	1,318	-	1,000	1,700	1,000
Total Park Repairs and Maintenance	37,358	34,646	62,746	55,194	32,220	51,600	42,000	34,500
<b>Capital Outlay</b>								
Engineering - Storm Water	10,555	2,905	-	713	1,504	-	3,200	-
Capital Projects - Storm Water	71,234	130,351	-	-	-	-	-	-
Total Storm Water	81,789	133,256	-	713	1,504	-	3,200	-
Park Capital Projects	7,022	10,470	4,918	21,027	35,862	-	27,000	33,000
Park Capital Projects - Lake Remediation	-	-	10,091	284,733	-	-	-	-
Park Capital Projects - Park Cameras	-	-	-	8,156	-	-	-	-
Park Engineering	1,468	(10)	29,202	88	-	-	-	-
Total Park Capital Projects	8,490	10,460	44,211	314,004	35,862	-	27,000	33,000
Total Expenses	241,280	299,410	231,421	483,118	138,132	168,400	189,600	195,900
<b>Excess (deficiency) of revenues over (under) expenses</b>	29,533	(9,946)	124,875	(192,445)	117,257	108,600	71,800	73,200
<b>OTHER SOURCES(USES) OF FUNDS</b>								
Transfer From Park / (To) CIST	-	(28,600)	(85,672)	(85,672)	(85,672)	(57,200)	(57,200)	(57,200)
<b>CHANGE IN FUND BALANCE</b>	29,533	(38,546)	39,203	(278,117)	31,585	51,400	14,600	16,000
<b>FUND BALANCE -</b>								
Beginning of Year	479,289	508,822	470,276	509,479	231,362	262,947	262,947	277,547
End of Year	\$508,822	\$470,276	\$509,479	\$231,362	\$262,947	\$314,347	\$277,547	\$293,547

# CITY OF TWIN OAKS, MISSOURI - ROAD FUND

## STATEMENTS OF REVENUES, EXPENSES AND FUND BALANCE FOR THE SEVEN FISCAL YEARS ENDING DECEMBER 31, 2022

	ACTUAL					BUDGET	FCAST	BUDGET
	2016	2017	2018	2019	2020	2021	2021	2022
<b>REVENUE</b>								
Road & Bridge Tax - M	\$ 13,372	\$ 14,561	\$ 15,792	\$ 12,291	\$ 27,379	\$ 33,200	\$ 22,400	\$ 22,600
Motor Fuel Tax - M	10,533	10,565	10,517	10,202	9,896	8,600	10,400	10,700
Total	23,905	25,126	26,309	22,493	37,275	41,800	32,800	33,300
<b>EXPENSES</b>								
Personnel Services	37,923	42,022	45,932	49,084	46,594	45,800	53,100	55,800
Operating	-	-	-	-	-	-	-	-
Snow Removal	19,275	10,350	24,394	47,567	11,918	23,200	33,200	28,900
Street Lights	9,244	8,491	8,380	14,656	1,997	8,800	8,100	8,100
Street Signs	1,424	1,608	184	24	65	100	200	200
R-O-W Landscaping/Mowing	23,872	46,354	30,010	31,531	34,668	35,800	30,500	35,800
Tree Trimming/Emergency Removal	1,280	1,325	4,775	3,700	1,675	2,500	-	-
Auto Expense	2,841	2,108	2,974	1,599	1,372	1,500	3,000	3,000
Fuel Expense	1,358	1,256	1,230	1,449	1,089	1,000	1,700	1,700
Utilities - Road	12,398	13,018	14,502	11,772	16,967	11,700	12,000	12,200
Total Operating	71,692	84,510	86,449	112,298	69,751	84,600	88,700	89,900
Road Tools & Supplies	460	557	292	16	103	-	-	1,500
Road Repairs & Maintenance	20,896	6,335	18,136	22,692	19,851	12,700	14,200	15,000
Road Repairs & Maintenance	-	-	-	-	-	7,400	-	-
Road Irrigation Maintenance	-	-	-	902	1,332	-	-	-
Total tools and repairs	21,356	6,892	18,428	23,610	21,286	20,100	14,200	16,500
Capital additions								
Road Capital Projects	49,274	31,200	-	-	10,969	100,000	18,700	67,500
Cap Proj - Big Bend Lighting	-	-	738	84,957	-	-	-	-
Road Engineering	4,544	4,353	36,858	16,379	9,361	-	27,000	-
Total Capital Additions	53,818	35,553	37,596	101,336	20,330	100,000	45,700	67,500
Total	184,789	168,977	188,405	286,328	157,961	250,500	201,700	229,700
Excess (deficiency) of revenues over (under) expenses	(160,884)	(143,851)	(162,096)	(263,835)	(120,686)	(208,700)	(168,900)	(196,400)
<b>OTHER SOURCES(USES) OF FUNDS</b>								
Transfer (To) Road from CIST	160,884	143,851	162,094	287,953	97,150	208,700	168,900	196,400
<b>CHANGE IN FUND BALANCE</b>	-	-	(2)	24,118	(23,536)	-	-	-
<b>FUND BALANCE -</b>								
Beginning of Year	-	-	-	(2)	24,116	580	580	580
End of Year	\$ -	\$ -	\$ (2)	\$ 24,116	\$ 580	\$ 580	\$ 580	\$ 580

**CITY OF TWIN OAKS, MISSOURI -  
CAPITAL IMPROVEMENTS FUND  
STATEMENTS OF REVENUES, EXPENSES AND FUND BALANCE  
FOR THE SEVEN FISCAL YEARS ENDING DECEMBER 31, 2022**

	ACTUAL					BUDGET	FCAST	BUDGET
	2016	2017	2018	2019	2020	2021	2021	2022
<b>REVENUES</b>								
Capital Improvements Sales Tax	\$ 229,203	\$ 245,705	\$ 217,342	\$ 246,985	\$ 224,340	\$ 242,300	\$ 227,800	\$ 234,600
Miscellaneous Revenue	-	-	-	-	5,051	-	-	-
Interest Income	-	2,383	282	-	-	-	-	-
Total	229,203	248,088	217,624	246,985	229,391	242,300	227,800	234,600
<b>EXPENSES</b>								
Capital Outlay	4,490	-	15,450	-	-	40,000	28,700	-
Twin Oaks City Center	-	1,823,628	93,572	-	-	-	-	-
Capital Outlay - Project 4	-	-	32,650	-	-	-	-	-
Village Hall Construction	110,182	53,418	55	-	-	-	-	-
Website Update	-	-	154	4,179	-	-	-	-
Total Capital Outlay	114,672	1,877,046	141,881	4,179	-	40,000	28,700	-
Debt Service - Principal	-	40,460	81,209	84,331	87,889	87,900	87,900	87,900
Debt Service - Interest	-	30,933	61,578	58,297	54,884	54,900	54,900	54,900
Debt Service	-	71,393	142,787	142,628	142,773	142,800	142,800	142,800
Total	114,672	1,948,439	284,668	146,807	142,773	182,800	171,500	142,800
<b>Excess (deficiency) of revenues over (under) expenses</b>	114,531	(1,700,351)	(67,044)	100,178	86,618	59,500	56,300	91,800
<b>OTHER SOURCES(USES) OF FUNDS</b>								
Transfer From CIST (To) Road	(160,884)	(143,851)	(162,094)	(287,953)	(97,150)	(208,700)	(168,900)	(196,400)
Transfer (To) CIST From PARK	-	28,600	142,787	85,672	85,672	57,200	57,200	57,200
Transfer (To) CIST From General	-	42,900	-	57,115	57,115	85,700	85,700	85,700
Total Transfers	(160,884)	(72,351)	(19,307)	(145,166)	45,637	(65,800)	(26,000)	(53,500)
Debt proceeds	-	1,600,000	-	-	-	-	-	-
<b>TOTAL</b>	(160,884)	1,527,649	(19,307)	(145,166)	45,637	(65,800)	(26,000)	(53,500)
<b>CHANGE IN FUND BALANCE</b>	(46,353)	(172,702)	(86,351)	(44,988)	132,255	(6,300)	30,300	38,300
<b>FUND BALANCE -</b>								
Beginning of Year	808,838	762,485	589,783	503,432	458,444	590,699	590,699	620,999
End of Year	\$ 762,485	\$ 589,783	\$ 503,432	\$ 458,444	\$ 590,699	\$ 584,399	\$ 620,999	\$ 659,299

**CITY OF TWIN OAKS, MISSOURI -  
SEWER LATERAL FUND  
STATEMENTS OF REVENUES, EXPENSES AND FUND BALANCE  
FOR THE SEVEN FISCAL YEARS ENDING DECEMBER 31, 2022**

	ACTUAL					BUDGET	FCAST	BUDGET
	2016	2017	2018	2019	2020	2021	2021	2022
<b>REVENUES</b>								
Sewer lateral fees	\$ 2,170	\$ 4,783	\$ 4,657	\$ 4,248	\$ 3,799	\$ 4,200	\$ 4,700	\$ 4,700
Interest Income	269	269	296	1,951	215	2,000	100	100
Total	2,439	5,052	4,953	6,199	4,014	6,200	4,800	4,800
<b>EXPENSES</b>								
Operating	3,960	3,836	-	1,923	3,993	3,000	28,500	4,500
Total	3,960	3,836	-	1,923	3,993	3,000	28,500	4,500
<b>Excess (deficiency) of revenues over (under) expenses</b>	(1,521)	1,216	4,953	4,276	21	3,200	(23,700)	300
<b>OTHER SOURCES(USES) OF FUNDS</b>								
Transfer (To) SL From GF	-	-	-	-	-	-	-	-
<b>CHANGE IN FUND BALANCE</b>	(1,521)	1,216	4,953	4,276	21	3,200	(23,700)	300
<b>FUND BALANCE -</b>								
Prior Period Adjustment		2,583						
Beginning of Year	53,918	52,397	56,196	61,149	65,425	65,446	65,446	41,746
End of Year	\$52,397	\$56,196	\$61,149	\$65,425	\$65,446	\$68,646	\$41,746	\$42,046



**CITY OF TWIN OAKS, MISSOURI**  
**CAPITAL IMPROVEMENT PROGRAM**  
**FOR THE TWO FISCAL YEARS ENDING DECEMBER 31, 2022**

PROJECT DESCRIPTION	Acct. No.	2021			2022
		Actual	Forecast	Budget	
Autumn Leaf Runoff	4-702	\$ -	\$ 1,750	\$ 40,000	\$ -
Autumn Leaf Runoff - Engineering	2-708	3,194	3,194		
Crescent Ave. Safety Improvements	1-701				20,000
Crescent Ave. Sidewalk - Engineering	1-709	26,935	26,935		
Curb Replacement	1-701	7,995	7,995	22,000	15,000
Golden Oak Landscaping of Circles	1-701	2,500	2,500	3,000	
Golden Oak Light	1-701	1,195	1,195		
Golden Oak Sinkhole	1-701		6,950		
Meramec Station Road Repair	1-701				30,000
North Woods Pump Repair	2-701	4,920	4,920		
Waterfall Pump Repair	2-701	4,571	4,571		
Park Border Fence Replacement	2-701				33,000
Park Play Ground Surface Repair	2-701	6,065	6,065		
Park Path Resurfacing/Resealing	2-701	11,401	11,401		
Radar Sign Replacement	1-701				2,500
Truck Replacement (State Contract)	4-702	26,883	26,883		
		\$ 95,659	\$ 104,359	\$ 65,000	\$ 100,500

**SUMMARY BY FUND AND ACCOUNT NUMBER**

CIST - Capital Projects	4-702	\$ 26,883	\$ 28,633	\$ 40,000	\$ -
Parks - Park Capital Projects	2-701	26,957	26,957		33,000
Parks - Stormwater Engineering	2-708	3,194	3,194		-
Road - Capital Projects	1-701	11,690	18,640		67,500
Road - Engineering	1-709	26,935	26,935		-
		\$ 95,659	\$ 104,359	\$ 40,000	\$ 100,500



**CITY OF  
TWIN OAKS, MISSOURI**

**MONTHLY OPERATING  
FINANCIAL STATEMENTS**

**AS OF AND FOR THE TEN MONTHS  
ENDED OCTOBER 31, 2021  
AND OCTOBER 31, 2020**

# CITY OF TWIN OAKS

## BALANCE SHEETS

### OCTOBER 31, 2021 and 2020

	2021	2020
<b>ASSETS</b>		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 37,900	\$ 52,699
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	10,490	10,482
9-112.1 Enterprise Bank- General Checking 5732	119,576	111,353
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	768,383	874,405
9-112.3 Enterprise Bank - Special Account 5765	59,838	59,808
9-112.4 Enterprise Bank - Debt Service Retirement 6108	183,404	50,003
9-122.2 CD Meramec Valley .5987 9/8/19	116,229	115,536
9-128 Escrow Deposits Payable	(5,000)	(5,000)
9-129 Accrued Interest	88	88
<b>Total Bank Accounts</b>	1,291,144	1,269,609
9-130 Accounts Receivable	(887)	854
1-180 Taxes Receivable - Road	13,144	8,324
2-180 Taxes Receivable - Park	44,403	62,578
3-180 Taxes Receivable - Sewer Lateral	1,512	1,497
4-180 Taxes Receivable - CI	45,343	53,192
9-144 Prepaid Items	6,916	7,057
9-180 Taxes Receivable - GF	137,436	151,372
9-180.1 Deferred Property Taxes Receivable	14,741	14,741
<b>TOTAL ASSETS</b>	<b>\$ 1,553,752</b>	<b>\$ 1,569,224</b>
<b>LIABILITIES AND FUND BALANCE</b>		
9-210 MVB Credit MasterCard	\$ 191	\$ 3,447
9-210.1 Enterprise Bank Credit Card	4,232	-
1-201 Accounts Payable - Cap Improve	5,341	9,540
2-201 Accounts Payable - Parks	5,174	7,386
2-240 Park Reservation Deposits	1,950	1,700
9-201 Accounts Payable - GF	14,605	10,673
9-233 LAGER Liability	(5,214)	(1,041)
9-239 Accrued Payroll	8,883	14,512
9-240 Community Room Deposits	560	570
9-281 Deferred property tax revenue-Annual Assessment	14,741	14,741
9-281.1 Deferred property tax revenue-Negative Receipts	3,648	-
9-283 Deferred Income - ARPA Grant	39,954	-
<b>TOTAL LIABILITIES</b>	<b>94,065</b>	<b>61,528</b>
<b>FUND BALANCE</b>		
1-301 Road Fund Balance	24,122	24,122
2-301 Park & Storm Fund Balance	231,363	231,363
3-301 Sewer Lateral Fund Balance	65,427	65,427
3050 Fund Balance Offset	-	-
4-301 Cap Impr Fund Balance	458,445	458,445
9-301 General Fund Balance	502,293	502,293
9-390 Retained Earnings	167,737	(2)
Net Change in Fund Balance	10,300	226,047
<b>TOTAL FUND BALANCE</b>	<b>1,459,688</b>	<b>1,507,696</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 1,553,752</b>	<b>\$ 1,569,224</b>

**CITY OF TWIN OAKS, MISSOURI**  
**STATEMENTS OF REVENUES AND EXPENDITURES, FUND BALANCE AND CHANGE IN FUND BALANCE**  
**FOR THE TEN MONTHS ENDED OCTOBER 31, 2021 AND OCTOBER 31, 2020**

	OCTOBER 31, 2021								OCTOBER 31, 2020		
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE FAV / (UNFAV)	
										Amount	%
<b>REVENUES RECEIVED</b>											
Sales Taxes	\$ -	\$ 195,997	\$ -	\$ 230,585	\$ 395,698	\$ 822,280	\$ 975,200	84 %	\$ 871,011	\$ (48,731)	(6)%
Property Taxes	-	-	13,914	-	35,599	49,513	56,100	88 %	55,692	(6,179)	(11)%
Intergovernmental Taxes	-	-	8,660	-	14,138	22,799	24,100	95 %	23,394	(595)	(3)%
Licenses, Permits & Fees	1,746	-	-	-	101,382	103,128	90,900	113 %	95,398	7,730	8 %
Miscellaneous Revenue	-	-	-	4,120	1,343	5,463	3,300	166 %	17,744	(12,281)	(69)%
Interest Income	37	-	-	-	1,340	1,377	2,700	51 %	2,605	(1,228)	(47)%
	1,784	195,997	22,574	234,705	549,500	1,004,560	1,152,300	87 %	1,065,844	(61,284)	(6)%
<b>EXPENDITURES PAID</b>											
Personnel Services	-	-	42,470	29,209	137,765	209,444	264,800	79 %	195,225	(14,219)	(7)%
Administrative	-	-	-	-	100,312	100,312	100,600	100 %	84,395	(15,916)	(19)%
Operating	20,943	-	70,298	45,572	64,008	200,820	242,900	83 %	161,923	(38,896)	(24)%
Contractual	-	-	-	-	77,085	77,085	89,200	86 %	67,359	(9,726)	(14)%
Police	-	-	-	-	114,729	114,729	131,700	87 %	110,925	(3,804)	(3)%
Lease	-	-	-	-	-	-	-	-	500	500	100 %
Repairs and Maintenance	-	-	14,477	35,649	-	50,126	71,700	70 %	42,954	(7,173)	(17)%
Debt Service	-	142,786	-	-	-	142,786	142,800	100 %	142,772	(14)	(0)%
Capital additions											
Stormwater	-	-	-	3,370	-	3,370	-	-	524	(2,846)	(543)%
Other	-	26,883	41,722	26,982	-	95,587	140,000	68 %	33,220	(62,368)	(188)%
Total	20,943	169,669	168,967	140,783	493,899	994,260	1,183,700	84 %	839,797	(154,463)	(18)%
Excess (deficiency) of revenues over (under) expenditures	(19,159)	26,328	(146,392)	93,922	55,601	10,300	(31,400)	(33)%	226,047	(215,747)	(95)%
<b>OTHER SOURCES(USES) OF FUND</b>											
Transfers	-	(98,692)	146,392	(47,700)	-	-	85,700		-	-	
<b>CHANGE IN FUND BALANCE</b>	(19,159)	(72,364)	(0)	46,222	55,601	10,300	54,300	19 %	226,047	\$ (215,747)	(95)%
<b>FUND BALANCE -</b>											
Beginning of Year	65,527	449,445	24,118	298,963	462,793	1,300,846	1,300,846		1,636,419		
End of Period	\$ 46,368	\$ 377,081	\$ 24,118	\$ 345,185	\$ 518,394	\$ 1,311,146	\$ 1,355,146		\$ 1,862,466		
<b>CHANGE IN FUND BALANCE</b>											
Budget	3,200	(6,300)	(4,100)	55,500	6,000	54,300					
Actual Over/(Under) Budget	\$ (22,359)	\$ (66,064)	\$ 4,100	\$ (9,278)	\$ 49,601	\$ (44,000)					

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

BUDGET - FYE 12/31/2021						
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 242,300	\$ -	\$ 276,600	\$ 456,300	\$ 975,200
Property Taxes	-	-	33,200	-	22,900	56,100
Intergovernmental Taxes	-	-	8,600	-	15,500	24,100
Licenses, Permits & Fees	4,200	-	-	-	86,700	90,900
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	400	2,900	3,300
Interest Income	2,000	-	-	-	700	2,700
	6,200	242,300	41,800	277,000	585,000	1,152,300
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	45,800	40,900	178,100	264,800
Administrative	-	-	-	-	100,600	100,600
Operating	3,000	-	84,800	75,700	79,400	242,900
Contractual	-	-	-	-	89,200	89,200
Police	-	-	-	-	131,700	131,700
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	24,000	47,700	-	71,700
Debt Service	-	142,800	-	-	-	142,800
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	40,000	100,000	-	-	140,000
Total	3,000	182,800	254,600	164,300	579,000	1,183,700
Excess (deficiency) of revenues over (under) expenditures	3,200	59,500	(212,800)	112,700	6,000	(31,400)
<b>OTHER SOURCES(USES) OF FUND</b>						
Transfers	-	(65,800)	208,700	(57,200)	-	85,700
<b>CHANGE IN FUND BALANCE</b>	3,200	(6,300)	(4,100)	55,500	6,000	54,300
<b>FUND BALANCE -</b>						
Beginning of Year	65,527	449,445	24,118	298,963	462,793	1,300,846
End of Period	\$ 68,727	\$ 443,145	\$ 20,018	\$ 354,463	\$ 468,793	\$ 1,355,146
<b>CHANGE IN FUND BALANCE</b>						
Budget						
Actual Over/(Under) Budget						

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

ACTUAL - OCTOBER 31, 2021						
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 195,997	\$ -	\$ 230,585	\$ 395,698	\$ 822,280
Property Taxes	-	-	13,914	-	35,599	49,513
Intergovernmental Taxes	-	-	8,660	-	14,138	22,799
Licenses, Permits & Fees	1,746	-	-	-	101,382	103,128
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	4,120	1,343	5,463
Interest Income	37	-	-	-	1,340	1,377
	1,784	195,997	22,574	234,705	549,500	1,004,560
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	42,470	29,209	137,765	209,444
Administrative	-	-	-	-	100,312	100,312
Operating	20,943	-	70,298	45,572	64,008	200,820
Contractual	-	-	-	-	77,085	77,085
Police	-	-	-	-	114,729	114,729
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	14,477	35,649	-	50,126
Debt Service	-	142,786	-	-	-	142,786
Capital additions						
Stormwater	-	-	-	3,370	-	3,370
Other	-	26,883	41,722	26,982	-	95,587
Total	20,943	169,669	168,967	140,783	493,899	994,260
Excess (deficiency) of revenues over (under) expenditures	(19,159)	26,328	(146,392)	93,922	55,601	10,300
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	-	-	-	-	-
<b>CHANGE IN FUND BALANCE</b>	(19,159)	26,328	(146,392)	93,922	55,601	10,300
<b>FUND BALANCE -</b>						
Beginning of Year	65,527	449,445	24,118	298,963	462,793	1,300,846
End of Period	\$ 46,368	\$ 475,773	\$ (122,274)	\$ 392,885	\$ 518,394	\$ 1,311,146
<b>CHANGE IN FUND BALANCE</b>						
Budget	3,200	(6,300)	(4,100)	55,500	6,000	54,300
Actual Over/(Under) Budget	(22,359)	32,628	(142,292)	38,422	49,601	(44,000)

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

ACTUAL - OCTOBER 31, 2020						
	Sewer	CIST	Road	Parks	General	Total
<b>REVENUES RECEIVED</b>						
Sales Taxes	\$ -	\$ 210,163	\$ -	\$ 247,250	\$ 413,598	\$ 871,011
Property Taxes	-	-	17,917	-	37,775	55,692
Intergovernmental Taxes	-	-	8,211	-	15,183	23,394
Licenses, Permits & Fees	1,619	-	-	-	93,779	95,398
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	400	17,344	17,744
Interest Income	207	-	-	-	2,399	2,605
	1,826	210,163	26,128	247,650	580,077	1,065,844
<b>EXPENDITURES PAID</b>						
Court	-	-	-	-	-	-
Personnel Services	-	-	38,790	26,094	130,341	195,225
Administrative	-	-	-	-	84,395	84,395
Operating	3,993	-	66,681	35,093	56,157	161,923
Contractual	-	-	-	-	67,359	67,359
Police	-	-	-	-	110,925	110,925
Lease	-	-	-	500	-	500
Repairs and Maintenance	-	-	23,241	19,713	-	42,954
Debt Service	-	142,772	-	-	-	142,772
Capital additions						
Stormwater	-	-	-	524	-	524
Other	-	-	16,278	16,942	-	33,220
Total	3,993	142,772	144,989	98,865	449,177	839,797
Excess (deficiency) of revenues over (under) expenditures	(2,167)	67,391	(118,861)	148,785	130,900	226,047
<b>OTHER SOURCES(USES) OF FUND BALANCE</b>						
Transfers	-	(145,166)	287,953	(85,672)	(57,115)	-
<b>CHANGE IN FUND BALANCE</b>	(2,167)	(77,775)	169,092	63,113	73,785	226,047
<b>FUND BALANCE -</b>						
Beginning of Year	61,151	503,433	-	509,480	562,355	1,636,419
End of Period	\$ 58,984	\$ 425,658	\$ 169,092	\$ 572,593	\$ 636,140	\$ 1,862,466
<b>CHANGE IN FUND BALANCE</b>						
Budget						
Actual Over/(Under) Budget						

**AN ORDINANCE OF THE CITY OF TWIN OAKS, MISSOURI,  
IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT  
THE RATE EQUAL TO THE TOTAL LOCAL SALES TAXES IN  
EFFECT FOR THE PRIVILEGE OF STORING, USING OR  
CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE  
PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED  
BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600  
THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE  
REPEALED, REDUCED OR RAISED IN THE SAME AMOUNT AS ANY  
CITY SALES TAX IS REPEALED, REDUCED OR RAISED; AND  
PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE  
QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE  
GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON  
APRIL 5, 2022.**

WHEREAS, the City has imposed local sales taxes as defined in Section 32.085 RSMo;  
and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use  
tax at a rate equal to the rate of the total local sales taxes in effect in the City; and

WHEREAS, the proposed City use tax cannot become effective until approved by the  
voters at a municipal, county or state general, primary, or special election; and

WHEREAS, the Board of Aldermen seeks to allow the voters of the City to decide whether  
they want to impose a local use tax at the general election on April 5, 2022.

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

**Section 1.** Pursuant to the authority granted by, and subject to, the provisions of  
Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for  
the privilege of storing, using or consuming within the City any article of tangible personal  
property. This tax does not apply with respect to the storage, use or consumption of any article of  
tangible personal property purchased, produced or manufactured outside this state until the  
transportation of the article has finally come to rest within this City or until the article has become  
commingled with the general mass of property of this City

**Section 2.** The rate of the tax shall be equal to the total local sales tax in effect. If any  
city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax  
rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing  
or raising the city sales tax.

**Section 3.** This tax shall be submitted to the qualified voters of the City of Twin Oaks,  
Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the general  
election hereby called and to be held in the City on Tuesday, the 5<sup>th</sup> day of April, 2022. The ballot  
of submission shall contain substantially the following language:

*Shall the City of Twin Oaks impose a local use tax at the same rate as the total local  
sales tax rate, provided that if the local sales tax rate is reduced or raised by voter  
approval, the local use tax rate shall also be reduced or raised by the same action?*



☐ Yes

☐ No

*If you are in favor of the question, place an "X" in the box opposite "Yes."*

*If you are opposed to the question, place an "X" in the box opposite "No."*

**Section 4.** The use tax shall become effective only upon approval thereof by a majority of the votes cast on the proposal by the qualified voters of the City voting thereon.

**Section 5.** The City Clerk shall prepare and cause to be forwarded to the Board of Election Commissioners of St. Louis County, Missouri, a Notice of Election in compliance with this Ordinance and take such other steps as may be required so that an election may be lawfully conducted. The Board of Election Commissioners of St. Louis County shall conduct such election according to the law and certify the results thereof. Said Board of Election Commissioners shall designate such polling places as shall be required for said election and shall appoint such necessary election officials as may conduct thereof. Said Board of Election Commissioners shall be required by law and shall do and perform such other necessary acts as may be required to conduct such election in accordance with the statutes of the State of Missouri and the Ordinances of the City.

**Section 6.** Within ten (10) days after the approval of this ordinance by the qualified voters of Twin Oaks, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

**Section 7.** The recitals contained in the *Whereas* clauses are expressly incorporated in and made a part of this Ordinance.

**Section 8.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 1<sup>st</sup> DAY OF DECEMBER 2021.

---

Russ Fortune, Mayor

Attest:

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Frank Johnson, City Clerk/Administrator

**AN ORDINANCE OF THE CITY OF TWIN OAKS, MISSOURI, APPROVING A  
LOT CONSOLIDATION PLAT AND DIRECTING THAT SAME BE RECORDED  
WITH THE ST. LOUIS COUNTY RECORDER OF DEEDS**

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**WHEREAS**, William A. Lashley & Kelly L. Lashley, property owners of the two adjoining lots known as 1323 and 1325 Boly Lane (“Applicants”) have submitted an application for approval of a certain lot consolidation plat entitled “Lashley Consolidation Plat” (the “Consolidation Plat”) which plat combines two existing adjoining parcels of land (1323 Boly Lane and 1325 Boly Lane) owned by a single property owner; and

**WHEREAS**, per Section 405.040.D, the Planning and Zoning Commission recommended approval of the Consolidation Plat on November 23, 2021; and

**WHEREAS**, the Board of Aldermen has reviewed the proposed Consolidation Plat and determined that it meets all applicable criteria for plat approval under the Subdivision Regulations, Chapter 405 of the Land Use Code.

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

**Section 1.** The Lashley Consolidation Plat which creates combined Lot A ( $\pm 0.89$  acres), and which is attached as Exhibit A and incorporated herein by reference, is approved by the Board of Aldermen of the City of Twin Oaks.

**Section 2.** Pursuant to Section 405.040 of the Subdivision Regulations, the Applicants shall cause to be filed with the Recorder of Deeds of St. Louis County a copy of this Ordinance and the Consolidation Plat signed by the City Clerk.

**Section 3.** The St. Louis County Recorder of Deeds is directed to record this Ordinance and Consolidation Plat referenced herein.

**Section 4.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 1<sup>st</sup> DAY OF DECEMBER 2021.

---

Russ Fortune, Mayor

Attest:

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Frank Johnson, City Clerk/Administrator

## 2

**AN ORDINANCE CORRECTING THE UNINTENTIONAL REMOVAL  
OF THE PARENTAL LEAVE BENEFIT FROM THE CITY OF TWIN  
OAKS' PERSONNEL POLICY**

WHEREAS, on August 4, 2021, by Ordinance No. 21-14, the Board of Aldermen (the "Board") enacted a parental leave policy for City employees; and,

WHEREAS, on September 1, 2021, by Ordinance No. 21-15, the Board enacted other changes to the personnel manual; but in so doing the parental leave policy was inadvertently removed from the City's personnel policy manual; and,

WHEREAS, the Board now desires to correct the oversight by re-adopting the parental leave benefit.

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

**Section 1:** The City's personnel policy, Chapter 140, "Personnel Policy Manual," is hereby amended by re-adopting the "Parental Leave" benefit, which was unintentionally removed from Section 140.040, which parental leave policy shall read as follows:

**Section 140.040. Employment Policy.**

\* \* \*

E. *Employment Benefits and Policies.* The City seeks to provide benefits to all full-time and part-time employees that, when combined with salary, provide a reasonable foundation for economic security.

\* \* \*

**14. Parental Leave Policy**

- a. The purpose of this policy is to give parents additional flexibility and time to bond with and care for their new child. Maternity/paternity/adoption leave under this policy is paid leave, not required by law, and is associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care. Such paid leave under this policy will not be charged against the employee's other paid leave benefits; however, if the employee is entitled to leave under the Unpaid Leave of Absence Policy for such event, paid parental leave and ULA leave will run concurrently. Please refer to the Unpaid Leave of Absence Policy for further guidance on the ULA.
- b. This policy will be in effect for births, adoptions or placements of foster children occurring on or after the effective date of this amendment.
- c. Eligibility. Eligible employees must meet the following criteria:

- (1) Be a designated full-time employee with at least twelve (12) months of continuous full-time service at the time of birth or adoption date.
  - (2) In addition, employees must experience one of the following events:
    - i. Have given birth to a child;
    - ii. Have fathered a child;
    - iii. Be a legal spouse or cohabitating partner to an individual giving birth to a child; or
    - iv. Have had a child under eighteen (18) placed in one's care through adoption or foster care.
  - (3) The placement or adoption of a child by a new spouse (i.e. stepchild) is excluded from this policy.
- d. Leave time. Employees will be granted paid parental leave in the amount listed on the schedule below per 12-month period running from the first date of parental leave, to cover their regularly scheduled shifts for time off to bond with and care for the child. In the event more than one child is born or adopted at the same time, a maximum of the hours listed below will be granted. In the event both parents are employees of the city, a maximum of the hours listed below will be given in total to the parents. The hours listed below are the maximum that will be granted per occurrence.
- (1) Full-time employees shall be granted paid parental leave at the rate of two hundred forty (240) hours (six, 40-hour workweeks) per birth or adoption event.
  - (2) All parental leave described in this policy shall be available for a six-month period following the birth, adoption or placement of a child.
  - (3) Leave may be used intermittently during the six-month period, but must be used in a minimum of one-week increments for ease of scheduling and tracking purposes. If used intermittently, the weeks must be requested in advance and pre-approved by the employee's supervisor.
- e. General rights and responsibilities.
- (1) An eligible employee shall initially notify the HR Director, in writing, of the need for parental leave and include the estimated timing of such leave at least sixty (60) calendar days in advance of the need for parental leave, when possible. If the need for parental leave is not foreseeable, an eligible employee must give notice of the need to the HR Director as soon as practical.

- i. Documentation from the physician with an estimated due date or court documents providing the date of adoption or placement of foster child must be provided.
- (2) Insurance benefits will continue to be provided during the paid parental leave period at the same rate as offered to other active, full-time employees. Paid leave benefits will continue to accrue.
- (3) Once the six weeks of leave has been exhausted, employees may request continued leave under other leave policies as applicable.
- (4) An employee who takes paid parental leave that does not qualify for ULA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee were on ULA-qualifying leave.
- (5) Upon termination or resignation of employment, the employee shall not be eligible for payment of any unused parental leave.
- (6) Disciplinary action, up to and including termination, may be taken against an employee who uses parental leave for purposes other than those described in this policy.

**Section 2:** Because the removal of the parental leave benefit was inadvertent, the City shall continue to consider the benefit as being in place since August 4, 2021.

**Section 3:** This ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 1<sup>st</sup> DAY OF DECEMBER 2021.

---

Russ Fortune, Mayor

Attest:

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Frank Johnson, City Clerk/Administrator

**A RESOLUTION APPROVING AND AUTHORIZING THE  
MAYOR TO EXECUTE AN AGREEMENT WITH OMNI  
TREE SERVICE, INC. FOR ON-CALL EMERGENCY TREE  
SERVICES.**

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**WHEREAS**, the City of Twin Oaks (the “City”) sought formal proposals in response to its invitation for bids for emergency removal of fallen trees and tree limbs from streets and related City property within the city limits known as the “Emergency Tree Service”; and,

**WHEREAS**, in response, the City received one proposal from Omni Tree Service, Inc. (“Omni”) for the Emergency Tree Service Project; and,

**WHEREAS**, the City has considered Omni’s bid under the guidelines in Section 145.030 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 authorizes the Mayor to execute, and agreement with Omni Tree Service, Inc., for emergency removal of fallen trees and tree limbs from streets and related City property at the rate of \$420.00/hour. The agreement shall be substantially in the form of the Contractor Services Contract attached hereto as Exhibit 1 and incorporated herein by reference (the “Agreement”). The term of Agreement is for two (2) years with up to three (3) one-year extensions.

**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 1<sup>st</sup> DAY OF DECEMBER 2021,  
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 December \_\_\_\_, 2021, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and Omni Tree Service, Inc., a Missouri corporation, hereinafter referred to as “Contractor,” with a business mailing address of 55 Old State Road, Ballwin, MO 63021.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A**, and incorporated herein by reference, for certain services relating to emergency removal of fallen trees and tree limbs from streets and other City property within the City 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 services to the City: *Twin Oaks—Emergency Tree and Limb Removal Services*.

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 services in the attached **Exhibit A** incorporated herein and which are particularly described in **Section II SCOPE OF SERVICES** below (hereinafter referred to as the “Services”).

The Services 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 Agreement and General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.

**II. SCOPE OF SERVICES**

The Contractor agrees to perform the following Services to the City:

- A. The Contractor shall respond to emergency calls for clearing and removing fallen trees and tree limbs from City streets, right-of-way, and related City property at all times day or night within twelve (12) hours of following notice by the Mayor or City Clerk/Administrator.
- B. The Contractor will coordinate services with the Mayor or a designated representative.
- C. It shall be the responsibility of the Contractor to have sufficient equipment and personnel on site to complete operations in a timely manner. Such crew and equipment shall consist of two (2) workers, one (1) of which is an arborist, truck, and chipper,



plus all necessary pruning tools.

- D. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to accomplish the necessary work.
- E. The Contractor shall supply the City with the name(s) and telephone number(s) of responsible persons(s) representing the Contractor for twenty-four (24) hour emergency response. The contact information shall always remain current.

### III. RESPONDING TO EMERGENCY; TRAFFIC CONTROL

*Time is of the essence.* The Contractor shall mobilize and be on scene as soon as possible after receiving a call from the Mayor or City Clerk/Administrator and in no case more than twelve (12) hours of following notice of the emergency requiring the Services.

The City and the Contractor understand that in the course of the Services, the Contractor will be required to close a street or lane of traffic to safely remove a damaged or fallen tree or limb. The Contractor's Services on accomplished in such that thru traffic is maintained if possible. It shall be the Contractor's responsibility to provide a traffic way that is usable in all weather conditions.

When it is necessary to close a lane of traffic, the Contractor agrees that **it will be the responsibility of the Contractor** to provide all necessary traffic control and safety barriers, signage, lane markers, and all other equipment that may be necessary to assure safe street or lane closure. At all times during any work provided under this Agreement, the Contractor shall provide and maintain such necessary traffic control and safety barriers, signage, lane markers, and all other equipment necessary to assure safe and least restrictive lane closure and provide watchmen and flaggers as may be necessary to properly protect the Contractor's employees and provide for safe and convenient public travel. No additional payment shall be made for the traffic control and safety barriers, signage, lane markers, and all other equipment that may be necessary to assure safe and least restrictive lane closure needed to maintain traffic and to protect the public. All labor, equipment, and material necessary to accomplish this task shall be considered incidental costs to Contractor.

Any injury to person or property due to the Contractor's failure to adequately provide all necessary traffic control and safety barriers, signage, lane markers, and other necessary equipment—including, but not limited to, injury to the public, injury to the Contractor's or the City's employees, or damage to property—will be the sole responsibility of the Contractor and Contractor expressly holds City harmless and agrees to indemnify the City as set forth in the City's General Conditions which are attached and incorporated herein by reference. The Contractor's failure to adequately provide all necessary traffic control and safety barriers, signage, lane markers, and other necessary equipment indicating closure of a street or lane shall be a material breach of this Contract.

#### **IV. COMPENSATION**

Upon the satisfactory performance of the Services, the City hereby agrees to pay the Contractor at the rate of \$420 per hour as full compensation for the Services.

#### **V. TIME AND MANNER OF PAYMENTS**

All invoices complete with necessary support documentation shall be submitted in triplicate 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 Services for the fees, prices, rates, or schedule of values set forth in the Proposal.

#### **VI. TERM; OPTION TO EXTEND; AMENDMENT**

The initial term of the Agreement shall be from December 1, 2021, to November 30, 2023, and upon the expiration of the initial term may be extended at the City's option for up to three (3), one-year terms, the first of which would commence on December 1, 2023, and end November 30, 2024 (the "First Renewal Term"), subject to the right of termination as set forth in the General Conditions. The cost of services charged by Contractor for the First Renewal Term shall be as provided in the Proposal. At the expiration of the First Renewal Term or any subsequent renewal term, the cost of services charged by Contractor shall be as set forth in the Proposal unless otherwise mutually agreed by the parties in writing for the second and/or third Renewal Terms. The Contract may be amended by the parties in writing.

#### **VII. COUNTERPARTS**

This 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 Agreement as of the effective date of Contract first above written.

**OMNI TREE SERVICE, INC.**

**CITY OF TWIN OAKS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

City Clerk

**TWIN OAKS 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 Services, 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:

- **Work Authorization Program.** If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Exhibit B) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- **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 Services 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.** The Contractor shall obtain and maintain for itself during the term of the Project and the City-Contractor Agreement liability insurance coverage of at least \$2,000,000 aggregate and \$450,000 per occurrence or as maybe provided in the Agreement. 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 Bid Amount and no additional payment will be made therefor by the City

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed for the Services. Before commencing any Services, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph and bearing 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 to be carried by the Contractor under this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Contractor has adequate insurance to cover the Contractor for tort claims that may arise out of the Services. It is not for the purchase of insurance for the City EXCEPT FOR AND ONLY TO THE LIMITED EXTENT OF any claims against the City arising out of the Contractor's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Twin Oaks as an additional Insured that is barred by sovereign immunity, and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

**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 Services or terms being performed. The Contractor shall make any and all changes in the Services 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 Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. 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 Services. No Services 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 Services 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 Services.

**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 Services 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 Services 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 Services 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 Services, 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 Services").

**Project Records and Work Product.** The Contractor shall provide the City with copies of all documents pertinent to the Services 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 Services.

**Personnel.** The Services 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 Services 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

Bid Proposal Form  
Emergency Tree Service  
2021  
CITY OF TWIN OAKS

Name of Company  
Submitting Bid:

Omni Tree Service, Inc.

Name of Person  
Submitting Bid:

Tom Reid

Address:

55 Old State Rd  
Ballwin, MO 63021

Telephone Number:

636-391-9944

Email:

jessica@omnitreeservice.com

Item No.	Description	Unit	Unit Price
1	2 crew members with truck & equipment (emergency response)	Hourly	\$420.00

Signature



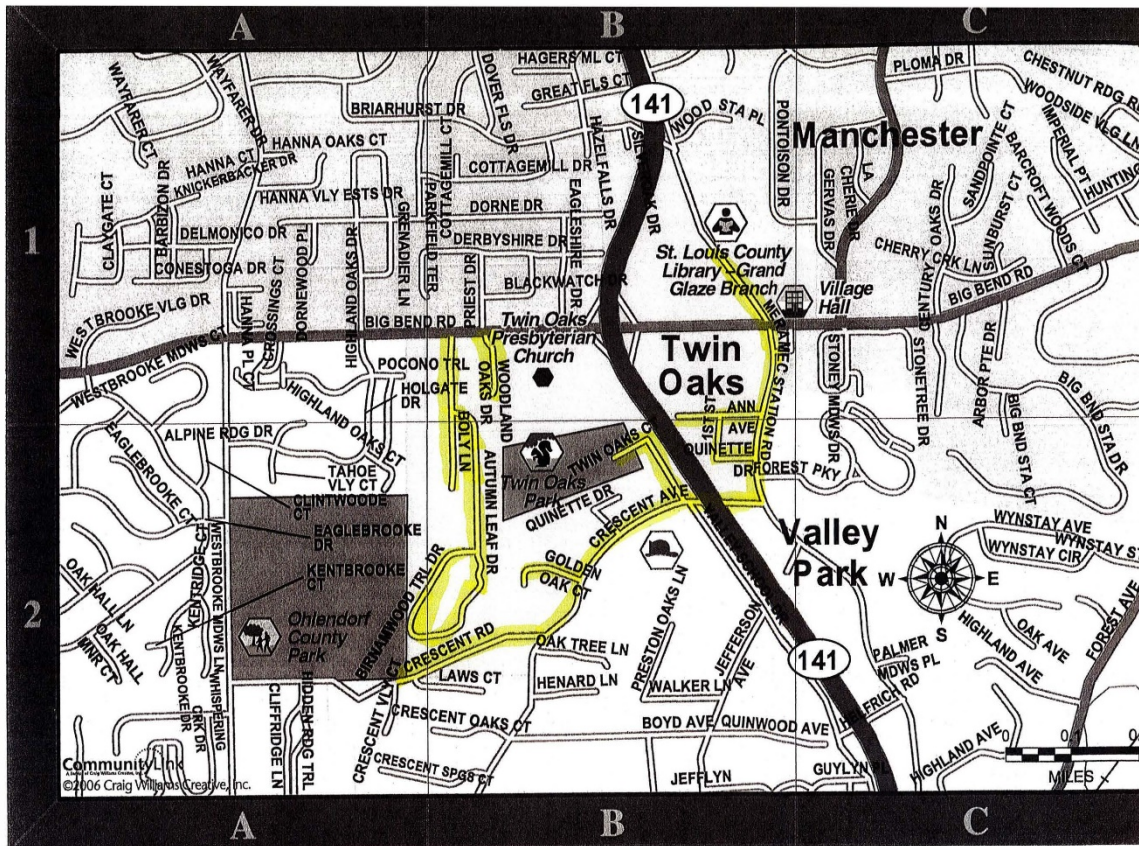
Date

11/4/2021

Tom- 314-568-0337  
Brendan 314-800-5712  
manuel 314-280-0018  
Fernando 314-402-2391

# City of Twin Oaks Streets

(Streets are highlighted)



## STREET INDEX

1st St . . . . .	B2	Boly Ln . . . . .	B1	Meramec Station Rd .	B1
Ann Ave . . . . .	B1	Crescent Ave. . . . .	B2	Quinette Dr . . . . .	B2
Autumn Leaf Dr . . .	B1	Crescent Rd . . . . .	A2	Twin Oaks Ct . . . . .	B2
Birnamwood Trl Dr . .	A2	Golden Oak Ct . . . .	B2	Woodland Oaks Dr . .	A1

### List of Streets:

Approximately 4.5 miles

Ann Avenue  
Autumn Leaf Drive  
Boly Lane  
Birnamwood Trail Drive

Crescent Avenue  
Crescent Road  
First Street  
Golden Oak Court

Meramec Station Road  
Quinette Drive  
Twin Oaks Court  
Woodland Oaks Drive

EMERGENCY TREE SERVICE NOT REQUIRED ON BIG BEND ROAD



**A RESOLUTION APPROVING AND AUTHORIZING THE  
MAYOR TO EXECUTE AN AGREEMENT WITH FOCAL  
POINTE OUTDOOR SOLUTIONS INC. FOR MULCHING  
SERVICES.**

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**WHEREAS**, the City of Twin Oaks (the “City”) sought formal proposals in response to its invitation for bids for the delivery and spreading of three inches (3”) of mulch at various locations throughout the City, known as the “Mulching Services Project”; and,

**WHEREAS**, in response, the City received two proposals from MidWest Scapes and Focal Pointe Outdoor Solutions Inc. (“Focal Pointe”) for the Mulching Services Project; and,

**WHEREAS**, the City has considered both bids under the guideline of Section 145.030 of the Twin Oaks Purchasing Code and has determined Focal Pointe’s bid to be the 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 authorizes the Mayor to execute, the Contractor Services Contract with Focal Pointe Outdoor Solutions Inc., for the delivery and spreading of three inches (3”) of mulch at various locations throughout the City for a total price of \$17,625.00 (the “Agreement”), substantially in the form of the Agreement 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 1<sup>st</sup> DAY OF DECEMBER 2021,  
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 \_\_\_\_\_, 2021, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **Focal Pointe Outdoor Solutions Inc.**, an Illinois corporation, hereinafter referred to as “Contractor,” with a business mailing address of **11950 Missouri Bottom Road, Hazelwood, Missouri 63042**.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for certain services relating to delivery and spreading of mulch (“mulching services”) for areas throughout the City and including in Twin Oaks Park, Twin Oaks Town Hall, and at or near the intersection of Missouri Route 141 (“141”) and Big Bend Road (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 services to the City: *Twin Oaks—2022 Mulching Services* which mulching services are particularly described in the attached **Exhibit A** incorporated herein (hereinafter referred to as the “Services”).

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 Services.

The Services 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 Agreement and General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.

**II. SCHEDULING OF MULCHING SERVICES AND INTERFERENCE WITH TRAFFIC**

The City and the Contractor understand that in the course of the Services, the Contractor may be required to close a lane of traffic at or near the intersection of 141 and Big Bend Road or elsewhere. The Contractor’s Services must be scheduled and accomplished in such that thru traffic is maintained. It shall be the Contractor’s responsibility to provide a traffic way that is usable in all weather conditions.

When it is necessary to close a lane of traffic, the Contractor agrees that **it will be the responsibility of the Contractor** to provide all necessary traffic control and safety barriers, signage, lane markers, and all other equipment that may be necessary to assure safe and least restrictive lane closure. At all times until the City’s final acceptance of the Services, the Contractor shall provide and maintain such necessary traffic control and safety barriers, signage, lane markers, and all other equipment necessary to assure safe and least restrictive lane closure and provide watchmen and flaggers as may be necessary to properly protect the Contractor’s employees and provide for safe and convenient public travel. No additional payment shall be made for the traffic control and safety barriers, signage, lane markers, and all other equipment that may be necessary to assure safe and least restrictive lane



closure needed to maintain traffic and to protect the public. All labor, equipment, and material necessary to accomplish this task shall be considered incidental costs to Contractor.

Any injury to person or property due to the Contractor's failure to adequately provide all necessary traffic control and safety barriers, signage, lane markers, and other necessary equipment—including, but not limited to, injury to the public, injury to the Contractor's or the City's employees, or damage to property—will be the sole responsibility of the Contractor and Contractor expressly holds City harmless and agrees to indemnify the City as set forth in the City's General Conditions which are attached and incorporated herein by reference. The Contractor's failure to adequately provide all necessary traffic control and safety barriers, signage, lane markers, and other necessary equipment indicating closure of a lane at or near the intersection of Big Bend Road with 141 or Boly Lane shall be a material breach of this Contract.

### III. COMPENSATION

The City hereby agrees to pay the Contractor the sum set forth in the Proposal, as full compensation after the complete and satisfactory performance of the Services, which include all expenses and costs related thereto.

### IV. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate 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 Services for the fees, prices, rates, or schedule of values set forth in the Proposal.

### V. CONTRACT SCHEDULE

Time is of the essence. The mulch shall be delivered and installed **between February 10 and March 20, 2022**, and the Services shall be completed in a reasonable manner no later than March 20. Failure to complete the Services 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.

**FOCAL POINTE OUTDOOR SOLUTIONS INC.**

**CITY OF TWIN OAKS**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

City Clerk

**TWIN OAKS 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 Services, 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:

- **Work Authorization Program.** If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Exhibit B) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- **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 Services 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.** The Contractor shall obtain and maintain for itself during the term of the Project and the City-Contractor Agreement liability insurance coverage of at least \$2,000,000 aggregate and \$450,000 per occurrence or as maybe provided in the Agreement. 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 Bid Amount and no additional payment will be made therefor by the City

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed for the Services. Before commencing any Services, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph and bearing 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 to be carried by the Contractor under this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Contractor has adequate insurance to cover the Contractor for tort claims that may arise out of the Services. It is not for the purchase of insurance for the City EXCEPT FOR AND ONLY TO THE LIMITED EXTENT OF any claims against the City arising out of the Contractor's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Twin Oaks as an additional Insured that is barred by sovereign immunity, and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

**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 Services or terms being performed. The Contractor shall make any and all changes in the Services 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 Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. 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 Services. No Services 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 Services 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 Services.

**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 Services 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 Services 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 Services 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 Services, 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 Services").

**Project Records and Work Product.** The Contractor shall provide the City with copies of all documents pertinent to the Services 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 Services.

**Personnel.** The Services 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 Services 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

**Bid Proposal Form  
Mulching Services  
2022  
CITY OF TWIN OAKS**

**Name of Company Submitting Bid:** Focal Pointe Outdoor Solutions


**Name of Person Submitting Bid:** TJ Rau

**Address:** 11950 Missouri Bottom Rd  
Hazelwood MO 63042

**Telephone Number:** 314-281-4130

**Email:** tjrau@yourfocalpointe.com

2022 Mulching Services					
Item No.	Description	Units	Quantity	Unit Price	Total
1	Twin Oaks Park Flower Beds — Triple Ground "Black Forest" Mulch (evenly spread at 3" depth)	CY	65	4,950.00	4,950.00
2	Twin Oaks Park Wooded Trail — Double-Ground "Playground" Mulch (evenly spread at 3" depth)	CY	100	11,200.00	11,200.00
4	Big Bend Road and Highway 141 Intersection Planters and Beds — Triple Ground "Black Forest" Mulch (evenly spread at 3" depth)	CY	38	935.00	935.00
5	Boly Lane Entrance Median — Triple Ground "Black Forest" Mulch (evenly spread at 3" depth)	CY	3	540.00	540.00
Total Charges for Mulching Services					17,625.00

  
Signature

11-19-21  
Date

# City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

**November 23, 2021**

## General Updates

### **Ace Hardware**

- Received comments on preliminary development application from BFA on Nov. 19 and forwarded to Inland Realty and Ace Hardware. They are currently working on responses and additional information.

### **Assistant Clerk Position**

- Interviews for this position have been completed.

### **2022 Twin Oaks Calendar**

- The redesign of the calendar has been completed. Production and printing should be finished within the next few weeks.

### **Twin Oaks Pedestrian Park Facebook Page**

- The resident who maintained the Twin Oaks Pedestrian Park Facebook page has recently moved out of the City. If you are aware of another resident or member of the park committee who would be interested in taking over the management of the page, please let me know.

## Project Updates

### **RFP for 2022 Mulching Services**

- The City received two responses to an RFP issued for mulching services for 2022. The RFP was sent directly to three contractors and distributed via the St. Louis Countian, the city website, email list, and social media.