

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, DECEMBER 6, 2023, 7:00 p.m.**

Tentative Agenda

- 1) REGULAR MEETING CALLED TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) APPROVAL OF CONSENT AGENDA
 - a) Board of Aldermen Regular Meeting Minutes from November 15, 2023
 - b) Board of Aldermen Work Session Minutes from November 15, 2023
 - c) Bills List from November 10 to December 1, 2023
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Police Report – Officer Wehner
 - b) Financial Statements – Dave Watson
- 7) CITIZEN COMMENT
- 8) NEW BUSINESS
 - a) **Bill No. 23-18:** AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE 2024 FISCAL YEAR
 - b) **Resolution No. 2023-29:** A RESOLUTION APPROVING CERTAIN RECURRING FINANCIAL OBLIGATIONS OF THE CITY FOR THE THIRTEEN MONTH PERIOD DECEMBER 2023 TO DECEMBER 2024.
 - c) **Resolution No. 2023-30:** A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH LAWN GROOMERS INC. FOR MULCHING SERVICES.
 - d) **Resolution No. 2023-31:** A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH DEKA SERVICE FOR PLANNED HVAC MAINTENANCE SERVICES AT THE TWIN OAKS TOWN HALL.
- 9) DISCUSSION ITEMS
- 10) ATTORNEY’S REPORT

11) CITY CLERK'S REPORT

12) MAYOR AND ALDERMEN COMMENTS

13) FINAL CITIZEN COMMENTS

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

14) ADJOURNMENT

Frank Johnson
City Clerk/Administrator

POSTED: December 4, 2023, 10:00 a.m.

Please note: Any person requiring physical or verbal accommodations should contact the city office 12 hours prior to meeting at 636-225-7873. Copies of public records for this agenda are available for public inspection before and at the time of the meeting.

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY NOVEMBER 15, 2023**

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

Mayor: Russ Fortune – yea

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

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

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

APPROVAL OF THE AGENDA

Mayor Fortune asked for a motion to approve of the Agenda. Alderman Tim Stoeckl so motioned, seconded by Alderman April Milne. The motion passed by a unanimous voice vote.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of Regular Meeting Minutes from November 1, 2023, and the Bills List from October 28 to November 9, 2023. Alderman Milne asked for clarification on the billing from BFA regarding the Boly Lane entrance. City Clerk/Administrator Frank Johnson explained that work done previously on Boly Lane was preliminary and BFA is now moving forward on the final designing of the project. With no further questions or comments Alderman Dennis Whitmore motioned to approve the consent agenda, seconded by Alderman Lisa Eisenhauer. The motion passed by a unanimous voice vote.

2024 BUDGET PUBLIC HEARING

Mayor Russ Fortune opened the Public Hearing for the 2024 Budget. Financial Consultant, David Watson presented the updated 2024 Budget to the Board for questions and review. He explained that he had made some minor changes to the document presented at the last meeting. The current Budget reflects the updated lease payment to the Twin Oaks Presbyterian Church, the new amount

for the police services contract, and some clarifications to the wording of several accounts. With no questions or comments, Mayor Fortune closed the public hearing.

REPORT OF COMMITTEES/COMMISSION/CONTRACTORS

Financial Statements: Mr. Watson reviewed the financial report for the month ending October 2023. He reported that the City continues to be in a solid financial position and the Fund balances are strong. He also stated that both revenue and expenditures are trending upward as compared to 2022 and the City remains on Budget for 2023.

Park Committee: Committee Chairman Joe Krewson presented the Park Committee report. Mr. Krewson stated that the Park Committee moved the November meeting to Thursday, November 16 and will be finalizing plans for the Holiday Lighting Event. He reviewed Movie Night and mentioned that the Park Committee is planning on adding an additional Movie Night in the spring. He reminded the Board that the Holiday Lighting will be held at the City Hall from 5:00-7:00 pm on December 3, 2023. He added that the Santa will be part of this Event and that refreshments and cookies will be served. Lastly, he mentioned that the Park Committee will be reviewing the addition of lights to Twin Oaks Park and beginning plans for the Chili Cook-off.

Citizen Comments

There were no citizen comments.

New Business

Resolution No. 2023-26: A Resolution of the Twin Oaks Board of Aldermen Approving an Agreement Between the City of Twin Oaks and ARC Pyrotechnics, Inc. for the 2024 Third of July Fireworks Display. City Clerk/Administrator Johnson read Resolution No. 2023-26. He stated that this formalizes the bid for the 3rd of July Fireworks, including start time, length of show and the fireworks that will be displayed. He informed the Board that the rain date is July 6, 2023. Alderman Eisenhauer motioned to approve Resolution No. 2023-26, seconded by Alderman Milne. Resolution No. 2023-26 passed by a unanimous voice vote.

Resolution No. 2023-27: A Resolution Authorizing a First Amendment to the Prosecuting Attorney Services Agreement with Tim Engelmeyer and Engelmeyer & Pezzani, LLC. City Clerk/Administrator Johnson read Resolution No. 2023-27. He stated that this amendment, previously discussed, will increase Assistant Prosecuting Attorney Kelly Blain's hourly wage. Alderman Stoeckl motioned to approve Resolution No. 2023-27, seconded by Alderman Eisenhauer. Resolution No. 2023-27 passed by a unanimous voice vote.

Resolution No. 2023-28: A Resolution of the Twin Oaks Board of Aldermen Approving an Agreement with Sweep America Intermediate Holdings LLC, DBA Sweeping Corporation of America, for Street Sweeping Services. City Clerk/Administrator Johnson read Resolution No. 2023-28. He stated that this contract is for the street sweeping that will follow the fall leaf pick up in the city. He informed the Board that the previous company cost had risen, so he contacted

additional companies for bids and received one for half the cost. Alderman Milne inquired about cleaning up the intersection at 141/Big Bend. City Clerk/Administrator Johnson clarified that this contract is for the city streets and that Harvey's will be completing the cleanup at the intersection. Alderman Whitmore motioned to approve Resolution No. 2023-28, seconded by Alderman Milne. Resolution No. 2023-28 passed by a unanimous voice vote.

DISCUSSION ITEMS

There were no discussions items.

ATTORNEY'S REPORT

No Attorney report at this time.

CITY CLERK'S REPORT

City Clerk/Administrator Johnson referred the Board to his written report and provided a summary of its contents. He informed the Board that the City has received a substantial increase in the price for its HVAC maintenance contract and will be seeking additional bids. He also stated that SCE is tracking Dec. 14th as the delivery and install date for the replacement pedestrian bridge in the park.

MAYOR & ALDERMEN COMMENTS

Alderman Milne requested that the Board be informed of projects that will impact public areas in the City. She would like the Board to review these projects prior to a BOA meeting and make recommendations, if needed, before a Resolution is complete. City Clerk/Administrator Johnson will email Board members prior to BOA meetings in addition to including the information in the Clerks report.

Alderman Whitmore wished everyone a Happy Thanksgiving.

FINAL CITIZEN COMMENTS

Twin Oaks resident, Jeff Graves inquired about when the bridge in Twin Oaks Park will be replaced. City Clerk/Administrator informed Mr. Graves that the bridge will be completed by mid-December but there hasn't been a delivery date scheduled. Mr. Graves mentioned that removing the colesus at the intersection has improved the visibility at the intersection.

ADJOURNMENT

There being no further business Mayor Fortune asked for a motion to adjourn the meeting. Alderman Milne so motioned, seconded by Alderman Eisenhower and the regular meeting was adjourned at 7:23 p.m.

Drafted By: _____
Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

**MINUTES OF THE WORK SESSION
TWIN OAKS CITY HALL
CITY OF TWIN OAKS BOARD OF ALDERMEN
WEDNESDAY, NOVEMBER 15, 2023**

The Work Session was called to order by Mayor Russ Fortune at 6:15 p.m. pursuant to public notice and agenda. Those in attendance were:

Aldermen Lisa Eisenhauer
 Tim Stoeckl
 April Milne
 Dennis Whitmore

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

Garage Size Regulations

City Clerk/Administrator Frank Johnson recapped for the Board a request by a resident to have the Code amended to allow for building a larger garage based on lot size. He presented Section 400.130 of the Code for the Board's consideration. He explained that if the Board wants to explore amending the garage regulations, he will bring the request to the P&Z Board for review. He reminded the Board that there are garages that are larger than 700 square feet but they were built before the current code was adopted in 2018. Discussion ensued, and the Board concluded that there is no need to change the garage size regulations at this time.

Clare's House Nonprofit Organization and Kennel Regulations

City Clerk/Administrator Johnson informed the Board that this discussion item is no longer an issue. He explained that there is a current offer on the 810 Meramec Station Rd that isn't from Clare's House. City Clerk/Administrator Johnson then explained that Clare's House is a nonprofit organization that offers pet fostering services. He said the City's Code has a limit of three pets per household and he felt that Clare's House would not be able to comply with keeping the number of animals to that limit. He concluded that if Clare's House, or a similar business, wanted to pursue a license there would need to amend the zoning code to allow kennels followed by a Special Business Permit.

Miscellaneous Items

Mayor Russ Fortune shared that there is a proposal for a coffee shop interested in moving into the space next to Sauce on the Side. He said the operating hours would be from 6:00 a.m. to 2:00 p.m. and that the shop would appeal to a different clientele that wouldn't conflict with Dunkin.

Alderman Milne inquired on the progress of Carretas. Alderman Whitmore reported that he spoke with the owner and was told that they were hoping to be open in two weeks. Mayor Fortune mentioned that there was a lot of activity in the restaurant this evening.

Alderman Whitmore also reported that he contacted Schnucks regarding the CVS and US Bank signs that aren't lit at night. He was informed that Schnucks controls the lighting on the building and DESCO controls the lighting in the parking lot, and that the Schnucks manager will be checking on the building lighting. In addition, Alderman Whitmore stated that five light standards are out on the Schnucks lot and three are out on the Aldi lot.

City Clerk/Administrator Johnson then informed the Board that the City has been dealing with an issue with falling rock of the large wall in back of Aldi and Ace. He stated that this issue has effected the Manchester residents that live by the wall and that he has contacted the property owner, Inland Real Estate, multiple times to resolve this issue. He also informed the Board that Manchester issued code violations to Inland and that the wall will be fixed in the coming week.

Mayor Fortune reported that he has spoken with the Bartolino's owner regarding the progress of the Twin Oaks restaurant. He said that the interior plans are being updated and that no start date on the build out has been set.

Alderman Whitmore inquired about the Appreciation Dinner. City Clerk/Administrator Johnson confirmed that the dinner will be held at Bartolino's South and that the invitations have been mailed.

ADJOURNMENT

There being no further business Alderman Tim Stoeckl motioned to adjourn the Work Session Meeting at 6:46 p.m., seconded by Alderman Lisa Eisenhauer, the motion passed with the unanimous consent of the Board.

Drafted By: _____
Paula Dries,
Assistant Clerk

Date of Approval: _____

ATTEST:

Frank Johnson,
City Clerk/Administrator

Russ Fortune,
Mayor, Board of Aldermen

City of Twin Oaks							
Bills and Applied Payments							
November 10, 2023 to December 1, 2023							
Check No.	Column1	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
	Alternative Rain	11/13/2012	winterizing 141/Big Bend irrigation system	19398	\$308.75		
		11/13/2023	winterizing Twin Oaks Park Irrigation system	19396	\$308.75		
		11/13/2023	winterizing City Hall irrigation system	19397	\$95.00	\$712.50	12/6/2023
	Too Creative	11/13/2023	design, labor and installation of banners	5048	\$1,345.00	\$1,345.00	12/6/2023
	Traffic Control Company	10/15/2023	repainting on Meramec Station Rd.-reissue	35205	\$13,714.00	\$13,714.00	12/6/2023
	Bridge Tower Media	11/7/2023	Public Notice for mulching in the Park	745652996	\$33.60		
		11/26/2023	Public Notice for candidate filling for April election	745656967	\$21.63	\$55.23	12/6/2023
	Cintas	11/7/2023	fire extinguisher maintenance	0D65674742	\$589.30	\$589.30	12/6/2023
	Drexel	11/6/2023	curb improvement proj 202	117592	\$40.25	\$40.25	12/6/2023
	Marco	11/1/2023	contract and return check fee	11769273	\$104.08	\$104.08	12/6/2023
	St Louis County Public Works	11/12/2023	occupancy inspection for Apt. Building	112230005500	\$675.00	\$675.00	12/6/2023
	Joe & Bobbie Parker	11/18/2023	refund for Community Room deposit	CR111823	\$100.00	\$100.00	12/6/2023
	Eneglmeyer & Pezzani, LLC	11/15/2023	charges for assistant prosecutor	4103	\$174.00		
		10/3/2023	charges for assistant prosecutor-reissue check	3998	\$392.00	\$566.00	12/6/2023
	Russ & Connie Fortune	11/27/2023	reimbursement for purchase of christmas wreaths		\$42.00	\$42.00	12/6/2023
	Hendel Lawncare Inc	11/29/2023	fall leaf pick up for Twin Oaks	21011	\$10,400.00	\$10,400.00	12/6/2023
	David Watson	12/1/2023	4th quarter payment for Financial Services		\$1,800.00	\$1,800.00	12/6/2023
	Frank Johnson	12/1/2023	mileage reimbursement		\$107.42	\$107.42	12/6/2023
	MOCCFO	12/1/2023	holiday luncheon-dec. 14-Russ & Frank to attend		\$80.00	\$80.00	12/6/2023
Autopay	Spire	11/22/2023	monthly charges for 50 Crescent	297090361	\$94.04	\$94.04	12/7/2023
Autopay	Spire	11/22/2023	monthly charges for City Hall	3056	\$135.75	\$135.75	12/4/2023
Autopay	The Brain Mill	11/15/2023	monthly charges for IT services	220788	\$1,192.00	\$1,192.00	12/3/2023
ACH	Quadent	11/1/2023	equipment rental fee	60583049	\$274.08	\$274.08	11/16/2023
Autopay	AT&T	11/6/2023	monthly charges for City Hall	1803	\$179.39	\$179.39	11/28/2023
Autopay	MSD	11/21/2023	monthly charges for 50 Crescent	0813150-0	\$34.84	\$34.84	12/11/2023
Autopay	Ameren	11/21/2023	monthly charges for street lighting	9007	\$81.48	\$81.48	12/13/2023
Autopay	Ameren	11/21/2023	monthly charges for water pump	7008	\$12.16	\$12.16	12/13/2023
Autopay	Ameren	11/21/2023	monthly charges for 1 twin oaks ct	5112	\$503.56	\$503.56	12/13/2023
Autopay	Ameren	11/21/2023	monthly charges for City Hall	8004	\$1,101.73	\$1,101.73	12/13/2023
Autopay	Ameren	11/21/2023	monthly charges for 50 Crescent	2123	\$24.12	\$24.12	12/13/2023
Autopay	MO American Water	11/20/2023	monthly charges for 1381 irrg.	8240	\$251.06	\$251.06	12/12/2023
Autopay	MO American Water	11/21/2023	monthly charges for 50 Crescent	6457	\$17.09	\$17.09	12/13/2023
Autopay	MO American Water	11/20/2023	monthly charges for 1240 Derbyshire irrg.	6868	\$528.04	\$528.04	12/12/2023
Autopay	MO American Water	11/20/2023	monthly charges for City Hall	7767	\$61.41	\$61.41	12/12/2023
Autopay	MO American Water	11/27/2023	monthly charges for 1312 Big Bend irrg.	5681	\$151.02	\$151.02	12/19/2023
					\$34,972.55	\$34,972.55	
			Alderman				
			Alderman				



CITY OF TWIN OAKS POLICE ACTIVITY REPORT November 2023

Radio CFS:	21
Self-Initiated Assignments:	143
Police Reports Written:	14
Total Traffic Stops:	9

Arrests:

Felony	0
Misdemeanor	0
Summons (Arrest Notification)	0

Auto Accidents:

Injury	0
Non-Injury	10

Locations: 1144 Meramec Station Rd, 1190 Meramec Station Rd, 1300 Big Bend Rd (6) Big Bend Rd and MO Hwy 141, Big Bend and Meramec Station Rd.

Crimes Reported:	3
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(Destruction of Property: 70 block of Crescent Ave and 1410 Big Bend Rd, Lost Lic. Plate: 1300 Big Bend Rd)

Patrol Bicycle Program:	8.8 hours
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**AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE
2024 FISCAL YEAR**

WHEREAS, in accordance with the statutes of the state of Missouri, the City Clerk did prepare and present to the Board of Aldermen of the City of Twin Oaks a proposed operating budget and budget message for the fiscal year 2024; and,

WHEREAS, the City Clerk has caused to be posted a notice stating, a) the times and place where copies of the proposed operating budget was available for inspection by the public; and b) the time and place for a public hearing on the proposed budget; and,

WHEREAS, said public hearing was then held at the Twin Oaks City Hall on the 15th day of November, 2023.

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

Section 1. Pursuant to the provisions contained in Section 67.010 R.S.Mo., the Board of Aldermen of the City of Twin Oaks hereby adopts the operating budget of the City of Twin Oaks, Missouri, for the fiscal year beginning January 1, 2024 and ending December 31, 2024, a copy of which is attached hereto as Exhibit “A” and made a part hereof as if more fully set out herein (hereinafter, the “Budget”). The Budget Forecast shall be considered part of the Budget; it shall also be construed to supplement, modify and amend the prior year’s budget for the fiscal year ending December 31, 2023, where appropriate.

Section 2. From the effective date of January 1, 2024, the amounts stated in said budget as proposed expenditures for fiscal year 2024 shall become appropriated to the several offices, departments, and agencies for the various functions and activities specified in the budget.

Section 3. A copy of this Budget, as finally adopted, shall be certified by the City Clerk, and filed in the office of the City Clerk; and the operating budget so ratified shall be printed or otherwise reproduced, and sufficient copies shall be made available for the use of all offices, departments, and agencies of the City, and for interested citizens and civic organizations.

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 6th DAY OF DECEMBER, 2023.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator



CITY OF TWIN OAKS, MISSOURI

2024 BUDGET

**FOR THE FISCAL YEAR ENDING
DECEMBER 31, 2024**

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2024 BUDGET

ASSUMPTIONS AND POLICIES

Overall

Conservative approach

Sales Taxes

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

Expenditures

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

Transfers between funds

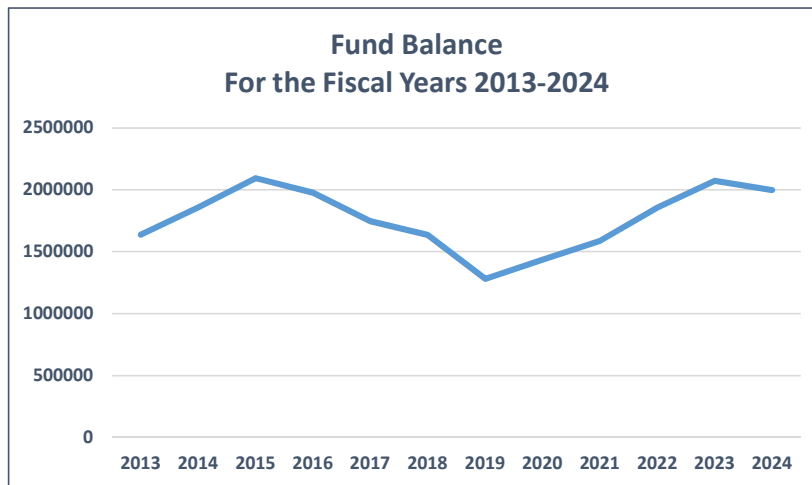
- Debt Service funded by transfers to the Capital Improvement Fund:
 - From General Fund \$85,700
 - From Parks Fund \$57,200
- Road Fund expenditures funded by transfer from Capital Improvement Fund of \$565,000

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

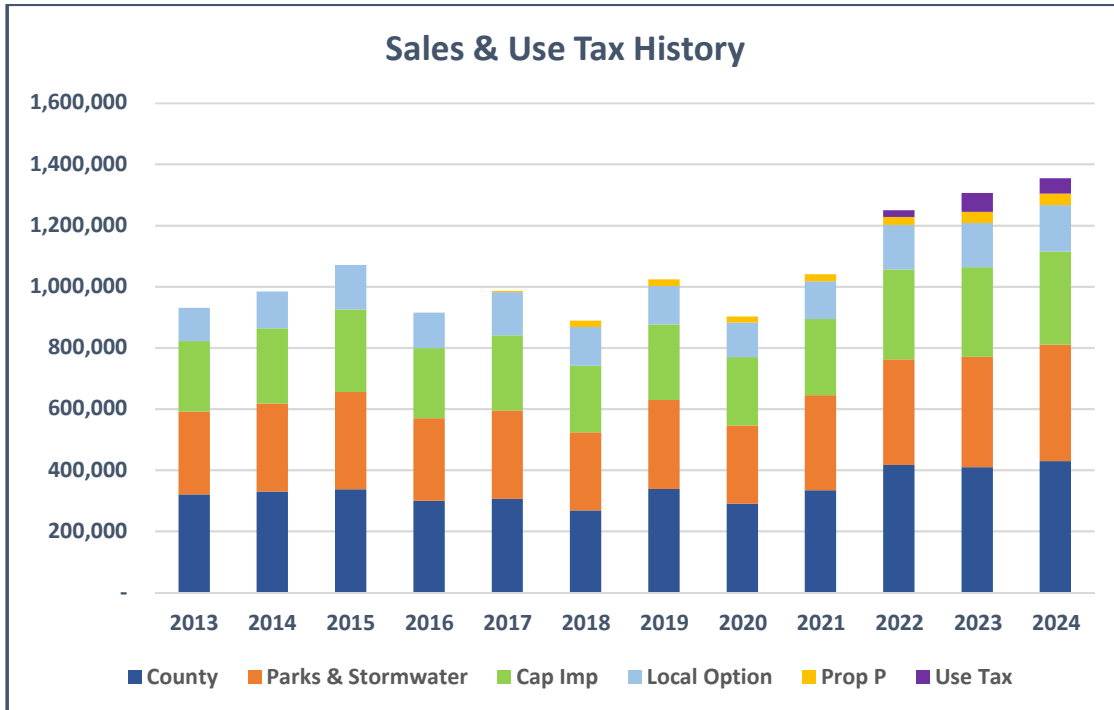
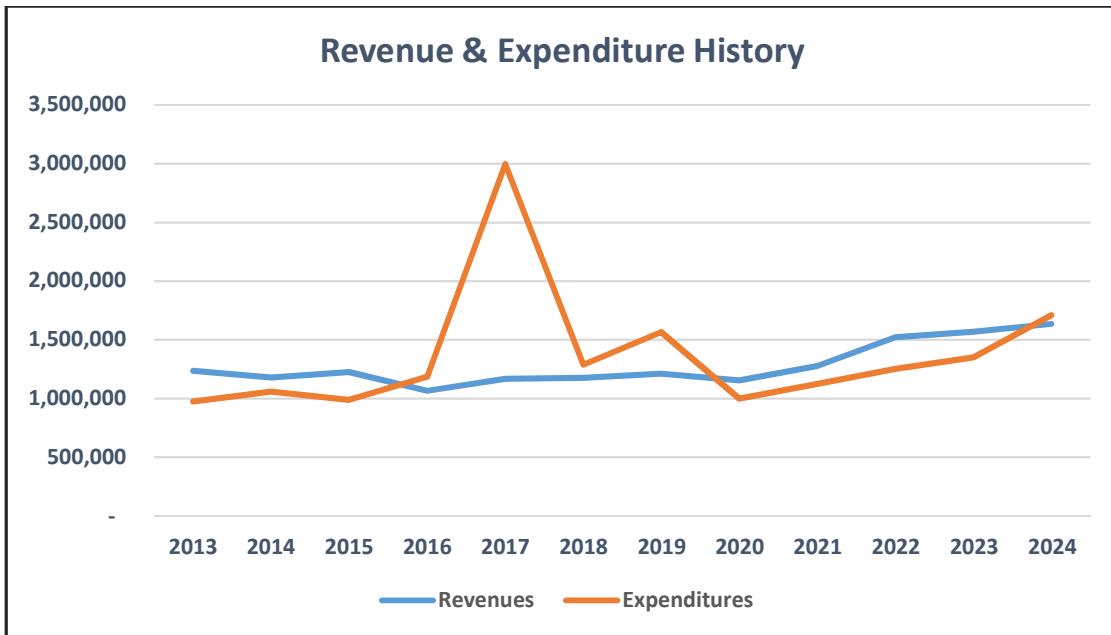
	Funds					All Funds Total		Percent Change
	Sewer	Cap Impr	Road	Parks & Stormwater	General	2023 Projected	2022 Actual	
Revenues								
Sales taxes	\$ -	\$ 292,400		\$ 361,000	\$ 652,708	\$ 1,306,108	\$ 1,249,621	4.5%
Property tax	-	-			42,386	42,386	45,324	-6.5%
Intergovernmental taxes	-	-	43,000		15,555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

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

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



Revenue & Expenditure and Sales Tax Trends



REVENUE BY FUND

General Fund

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

REVENUES BY FUND

Capital Improvement Fund

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

Park & Stormwater Fund

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

Road Fund

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

Sewer Lateral Fund

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

EXPENDITURES BY FUND

General Fund

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

EXPENDITURES BY FUND

General Fund

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

EXPENDITURES BY FUND

Capital Improvements Fund

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

Road Fund

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

EXPENDITURES BY FUND

Parks & Stormwater Fund

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

EXPENDITURES BY FUND

Parks & Stormwater Fund

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

Sewer Lateral Fund

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

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

FUND	NAME	DESCRIPTION	2023			2024
			Budget	Actual	Fcast	
2-609.1	Drinking Fountain Decommission					MIN
2-609.3	Basketball court tree removal			\$ 4,825	\$ 4,825	
9-552	City Hall Sealing			\$ 3,031	\$ 3,031	
1-609	MSR Restriping				\$ 13,714	
1-609	MSR Curbs				\$ 21,500	
1-609	Curb Improvements					\$ 15,000
1-609	Road Repair/Patching					\$ 15,000
2-609	Golden Oak Path Fix					\$ 2,000
2-609.1	Benches rebuild					\$ 2,000
2-609	Sealing Access Road and Lot					\$ 3,000

2-606	Lake Expense		\$ 3,100	\$ 2,516	\$ 3,291	\$ 3,100
2-607	Tools/equipment/rental		\$ 1,000	\$ 1,873	\$ 2,293	\$ 2,500
2-608	Stormwater		\$ -			
2-609.1	Facility Maintenance	Benches, tiolet fixes	\$ 14,400	\$ 5,714	\$ 9,314	\$ 9,000
2-609.2	Park Inspections		\$ 3,500	\$ 2,108	\$ 2,983	\$ 3,500
2-609.3	Landscape Maintenance	Tree removal/pruning	\$ 10,000	\$ 10,625	\$ 13,125	\$ 15,000
2-609.4	Irrigation Maintenance		\$ 2,000	\$ 1,426	\$ 1,926	\$ 2,000
2-609.5	Electrical Maintenance		\$ 3,000			\$ 2,000
2-609	Park General RM	Two projects above	\$ 3,000	\$ 1,119	\$ 1,869	\$ 6,000
2-596	Misc. Expenses		\$ 100	\$ 114	\$ 139	\$ 100
1-607	Road Tools and Supplies		\$ 1,000	\$ 4	\$ 254	\$ 500
1-609	Road RM		\$ 17,500	\$ 2,702	\$ 37,916	\$ 30,000
1-609.1	Road Irrigation		\$ -	\$ 1,973	\$ 1,973	\$ 2,000

	\$ 58,600	\$ 30,174	\$ 75,083	\$ 75,700
Park	\$ 40,100	\$ 25,495	\$ 34,940	\$ 43,200
Road	\$ 18,500	\$ 4,679	\$ 40,143	\$ 32,500

2-610	Park Mowing		\$ 7,800	\$ 10,321	\$ 9,800	\$ 9,800
2-612	Park Landscaping	Annual plant purchases and mulching	\$ 17,000	\$ 5,453	\$ 5,500	\$ 13,300
1-610	Road Landscaping/Mowing		\$ 36,000	\$ 27,674	\$ 32,000	\$ 32,000

	\$ 60,800	\$ 43,448	\$ 47,300	\$ 55,100
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	24,800		15,300	23,100
	35,800		32,000	35,800

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

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

SUMMARY BY FUND AND ACCOUNT NUMBER

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

LEGEND

New project

Change

MIN = More Information Needed

A RESOLUTION APPROVING CERTAIN RECURRING FINANCIAL OBLIGATIONS OF THE CITY FOR THE THIRTEEN MONTH PERIOD DECEMBER 2023 TO DECEMBER 2024.

WHEREAS, by Resolution 109, the Board of Aldermen approved a policy that authorizes payment of certain expenses for the year if the City Clerk/Administrator submits to the Board of Aldermen a list of vendors/payees whose recurring fees or other prior approved remuneration (“Recurring Expense List”) may be paid without further or formal motion and vote of the Board of Aldermen such expenses having been contractually agreed to or otherwise authorized by the Board of Aldermen and which, if approved, the Recurring Expense List shall continue in effect for a thirteen (13) month period or until modified or otherwise superseded by a new rendering approved by the Board; and

WHEREAS, the City Clerk/Administrator seeks to have the Recurring Expense List for 2023-24 authorized by the Board of Aldermen.

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 the Recurring Expense List attached hereto as Exhibit A and incorporated herein by reference, without further or formal motion and vote of the Board of Aldermen, such expenses having been contractually agreed to or otherwise authorized by the Board of Aldermen.

Section 2: The Recurring Expense List shall continue in effect for a thirteen (13) month period (December 2024) or until modified or otherwise superseded by a substitute Recurring Expense List approved by the Board.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 6th DAY OF DECEMBER 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit A
Recurring Expense List 2023-24

Pre-Approved Bills List 2023-2024

Vendor/Payee	Amount	Automatic Deduction?	Description	Time Period
Adobe*	12.99	Y	Acrobat Pro subscription	Monthly
Ameren Missouri	Varies	Y	Intersection electric service	Monthly
Ameren Missouri	Varies	Y	Office electric service	Monthly
Ameren Missouri	Varies	Y	Park electric service	Monthly
Ameren Missouri	Varies	Y	Street Lights	Monthly
Ameren Missouri	Varies	Y	Bell Property	Monthly
Ameren Missouri	Varies	Y	50 Crescent-Water Pump	Monthly
Ameren Missouri	\$150.00	Y	Successor Report	Annually
Another Wild Goose Chase	\$160/week	N	Goose Control	As Billed
AT&T	\$115.00	Y	Internet	Monthly
AT&T	\$40.29	Y	Phone and Fax	Monthly
BFA Engineering	Varies	N	Engineering Services	Monthly
Board of Election Commissioners	Varies	N	Costs associated with elections	As billed
The Brain Mill	\$1,192.00	Y	IT Support and Telephone	Monthly
Cintas Fire Protection	\$589.30	N	Extinguisher inspection (3 units)	Annually
City of Des Peres (Lodge)	Per Ord.	N	Resident facility memberships	As billed
Cunningham, Vogel & Rost	Varies	N	Legal Services	Monthly
Dave Watson	\$1,800.00	N	Financial Advisory Services	Quarterly
DJM	\$23,988.00	N	Dry Creek Bed and Bridge Stream Rehab	As Billed
Drexel Technologies	Varies	N	RFP listings	As Billed
Engelmeyer & Pezzani	Varies	N	Prosecuting Attorney services	As Billed
Fish Window Cleaning *	\$125-269	N	Window washing	Monthly
Gateway Diposal	Per Ord.	Y	Contracted trash/recycling service	Monthly
LAGERS	Varies	N	Staff benefit	Monthly
Mailchimp	\$13.00	Y	Email marketing service	Monthly
Marco	\$74.08	N	Contracted copier printing charges	Monthly
Missouri Lawyer's Media	Varies	N	Public notice publication	As billed
Missouri One-Call	Varies	N	Call before you dig	As billed
MO-Amer Water	Varies	Y	Intersection water service #1	Monthly
MO-Amer Water	Varies	Y	Intersection water service #2	Monthly
MO-Amer Water	Varies	Y	Park fire service	Monthly
MO-Amer Water	Varies	Y	Park water service	Monthly
MO-Amer Water	Varies	Y	Annual Park Hydrant	Monthly
MO-Amer Water	Varies	Y	Bell Property	Monthly
MO-Amer Water	Varies	Y	Town Hall	Monthly
MO-Amer Water	Varies	Y	Town Hall Irrigation	Monthly
MOCCFOA	\$20.00	N	Meeting/luncheon	As billed
MSD	Varies	N	Park sewer service	Monthly

Pre-Approved Bills List 2023-2024

MSD	Varies	N	Sewer service (Bell Property)	Monthly
Neofunds by Neopost	Varies	N	Postage for machine	As billed
Neopost	\$274.08	N	Postage machine lease	Annually
Paylocity (Payroll)	Varies	N	Wages for Trustees & Employees	Bi-weekly
Petty Cash	Varies	N	Cash for office \$100 limit	As needed
Quick Books online*	\$85.00	N	Monthly Accounting System	Monthly
Riverchase (Fenton)	Per Ord.	N	Resident facility memberships	As billed
Spire	Varies	Y	City Office	Monthly
Spire	Varies	Y	Bell Property	Monthly
SCE	\$85,200.00	N	Park Bridge Replacement	As Billed
St. Louis County Dept. of Health	Per Ord.	N	Mosquito control	Annually
St. Louis County Treasurer-Police	Per Ord.	N	Contracted police services	Monthly
St. Louis County Treasurer-Pub Wks	Per Ord.	N	Inspection services	As billed
Sweetens Concrete	\$24,602.70	N	Curb work	As billed
Twin Oaks Presbyterian Church	\$100.00	N	Park lease	Annually
USR-DESCO	\$1,600.00	N	Yearly Common Area Maintenance	Annually
Verizon	\$241.92	N	Cell phone charges	Monthly
Visa	Varies	N	Credit card purchases	
Zoom Web Conferencing*	\$14.99	Y		Monthly
				Monthly
* Currently billed on the Visa credit card				

RESOLUTION NO. 2023-30

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH LAWN GROOMERS INC. FOR MULCHING
SERVICES.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of for services relating to the delivery and spreading of mulch for areas throughout the city and including in Twin Oaks Park for a total cost of \$13,620.00, to be provided under the terms set forth in Exhibit 1.

Section 2. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 6th DAY OF DECEMBER 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, 2023, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and Lawn Groomers Inc., a Missouri corporation, hereinafter referred to as “Contractor,” with a business mailing address of 1909 Gravois Road, High Ridge, MO 63049.

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, at or near the intersection of Missouri Route 141 (“141”) and Big Bend Road (the “Proposal”), and at or near the intersection of Boly Lane and Big Bend Road 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—Mulching Services* (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 scope of services for the Services listed above and which are particularly described in the attached **Exhibit A** incorporated herein.

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, and at or near the intersection of Boly Lane and Big Bend Road. The Contractor’s Services on 141 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 141 and Big Bend Road shall be a material breach of this Contract.

III. COMPENSATION

A. Basic 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 of each year of this Agreement and shall be completed in a reasonable manner no later than March 20 of each year. 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.

LAWN GROOMERS, 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
2024 Mulching Services
CITY OF TWIN OAKS**

Name of Company Submitting Bid: Lawn Groomers Inc.

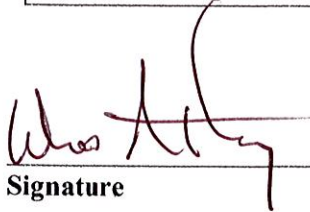
Name of Person Submitting Bid: Wes Mathany Account Manager

Address: 1909 Gravois Rd
High Ridge MO 63049

Telephone Number: 314-668-0041

Email: wes@lawn-groomers-inc.com

2024 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	174	\$ 60/yd	\$ 10,440.00
2	Twin Oaks Town Hall — Triple Ground "Black Forest" Mulch (evenly spread at 3" depth)	CY	12	\$ 60/yd	\$ 720.00
4	Big Bend Road and Highway 141 Intersection Planters and Beds — Triple Ground "Black Forest" Mulch (evenly spread at 3" depth)	CY	38	\$ 60/yd	\$ 2,280.00
5	Boly Lane Entrance Median — Triple Ground "Black Forest" Mulch (evenly spread at 3" depth)	CY	3	\$ 60/yd	\$ 180.00
<i>Total Charges for Mulching Services</i>					\$ 13,620.00


Signature

11-20-23
Date

RESOLUTION NO. 2023-31

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH DEKA SERVICE FOR PLANNED HVAC
MAINTENANCE SERVICES AT THE TWIN OAKS TOWN HALL.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of for services relating to quarterly preventative maintenance for the HVAC system at the Twin Oaks Town Hall for the sum of \$1,157.00 per year, to be provided under the terms set forth in Exhibit 1.

Section 2. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 6th DAY OF DECEMBER 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **DEKA Service**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 1802 Larkin Williams Road, Fenton, MO 63026.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for certain services relating to HVAC maintenance 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: *HVAC Planned Service Agreement*.

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 listed above and which are particularly described as quarterly preventative maintenance for the HVAC system at the Twin Oaks Town Hall in the attached **Exhibit A** incorporated herein.

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. COMPENSATION

A. Basic 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 a sum of \$1,157.00 billed quarterly at \$289.25 as is more particularly set forth on the attached proposal (Exhibit A).

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

As approved in writing by the City Administrator per the terms set forth in the Proposal.

III. 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.

IV. CONTRACT SCHEDULE

Time is of the essence. The work to be performed under this Contract shall be performed quarterly as set forth in the Proposal.

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

V. TERM; OPTION TO EXTEND; AMENDMENT

The initial term of the Agreement shall be from January 1, 2024, to December 31, 2024, ("Initial Term") and will automatically renew on a year-to-year basis after the Initial Term ends, unless either party provides written notice of termination at least thirty (30) days prior to the end of the Initial Term, or of any subsequent renewal period, to prevent automatic renewal. The cost of services charged by Contractor for the Initial Term shall be as provided in the Proposal. At the expiration of the Initial Term or any subsequent renewal term, the cost of services charged by Consultant shall be as set forth in the Proposal unless otherwise mutually agreed by the parties in writing. The Contract may be amended by the parties in writing.

DEKA SERVICE

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 - Proposal

MAINTENANCE AGREEMENT

11/16/2023

City of Twin Oaks
1381 Big Bend Road
Ballwin, MO 63021

Attn: Frank Johnson, 314.917.2425, fjohnson@cityoftwinoaks.com



1802 Larkin Williams Rd., Fenton, MO 63026
636.600.1466 www.dekaservice.net



This DEKA Maintenance Agreement has been exclusively tailored for the following location(s):

- 1) City of Twin Oaks, 1381 Big Bend Road, Ballwin, MO 63021

WHAT'S INCLUDED

Under this Agreement, DEKA Service shall provide the following:

- Annual preventative maintenance visits: Quarterly service visits in Spring, Fall, Summer and Winter.
- Tooling and supplies needed to perform the maintenance listed.
- Equipment Service Reports for each maintenance visit.
- Discounted material pricing and labor rates for additional work, if any.
- Priority status for Emergency Service, if needed.

EQUIPMENT COVERED

Customer equipment specifically covered under this Agreement is as follows:

Tag	Description	Manufacturer	Model
	Rooftop Unit	Trane	YHC092F3RLA0LCEC1A1B700
	Rooftop Unit	Trane	YHC092F3RLA0LCOC1A1B7B00..

MAINTENANCE TO BE PERFORMED

Each type of equipment has its own unique maintenance requirements. Maintenance to be performed shall be in accordance with respective manufacturers recommended seasonal maintenance for each type of equipment. If needed due to environmental conditions, DEKA Service may recommend additional or supplementary maintenance.

At a minimum, maintenance visits shall include inspection or service of the following: air filters, belts, bearings, refrigerant pressures, motor & compressor amperages, visual indication of leaks, heat exchanger inspections and audible indication of excess noises. Condenser coil cleaning is also provided.

SERVICES & MATERIALS PROVIDED

DEKA Service will provide the following services and materials under this Agreement: (check all that apply)

SERVICES

- Washing Condenser Coils (Spring Service)
- Change Air Filters – Each Visit
- Other: _____

MATERIALS

- Air Filters (Customer supplied if unchecked)
- Fan Belts
- Other: _____

WHAT'S NOT INCLUDED

- Maintenance services and/or equipment not specifically listed in this Agreement. Additional work, if requested, will be billed at the contract service rates.
- Any materials needed to repair defective equipment including refrigerants. Repair materials, if needed, will be billed separately.

DISCOUNT RATES

Under this agreement, the following rates will apply for any mechanical work needed on covered and non-covered equipment. This includes maintenance, repairs, installation or emergency service work.

Description	Service Rates
Normal Scheduled Maintenance & Service Rate – Monday through Friday, 8:00am to 4:30pm	\$ 112
After-Hours Service Rate – Monday through Friday - 4:31pm to 7:59am Weekends - Saturday & Sunday – 12:01am to 12:00am	\$ 157
Holiday Service Rate – New Year’s Eve, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Day after, Christmas Eve, Christmas Day – 12:01am to 12:00am on any of these days	\$ 202
Minimum Billing Hours per Visit (Normal Scheduled / Emergency / After Hours & Holidays)	1 / 2 / 2
Service Call Trip Charge (1 Time per Service Call or Parts Run or Delivery of Parts to Jobsite)	\$ 95
After-Hours & Holiday Call Trip Charge (1 Time per Service Call)	\$ 125
Material Discounts (from MSRP)	20%

INVOICES AND PAYMENTS

Maintenance work will be performed per the scope of work listed above for **Annual NET Price of: \$ 1,157.00**

Work performed under this Agreement will be invoiced as follows: (Select One)

- Invoices: Spring: \$ 503.00, Summer: \$ 174.00, Fall: \$ 324.00, and Winter: \$ 156.00 .
- Equal installments on a Monthly OR Quarterly basis.

All unplanned repairs and emergency work will be invoiced at completion of the work. All payments are due NET 30 days from date of invoice.

TERM / AUTOMATIC RENEWAL

This Agreement takes effect on **1/1/2024** and will continue through **12/30/2024** ("Initial Term"). The Initial Term and any automatic renewal periods are collectively referred to in this Agreement as the "Term". This Agreement will automatically renew on a year-to-year basis after the Initial Term ends, unless either party provides a written notice of termination at least thirty (30) days prior to the end of the Initial Term, or of any subsequent renewal period, to prevent the automatic renewal. DEKA Service will provide Customer with notice of any adjustments to price, terms any portion of this Agreement applicable to a renewal period no later than thirty (30) days prior to the commencement of the renewal period. Unless the Customer provides written notice to terminate this Agreement, the adjusted price and terms shall be the price and terms for the renewal period. If this Agreement is terminated for cause, Customer shall make payment to DEKA Service for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

DEKA Corporations’ Standard Terms and Conditions of Sale apply to this Agreement.

ACCEPTANCE

By signature below I accept the terms of this Agreement and attest I have full rights, responsibility and authority to sign the Agreement on behalf of the organization for which the Agreement was prepared. My signature indicates all of the necessary corporate actions have previously occurred giving me the authority to act on behalf of and to fully bind said organization to this Agreement.

Proposed by: _____
(Signature) Date

Accepted by: _____
(Signature) Date

Print Name/Title: Dean Bowlin

Print Name/Title: _____

DEKA Service
1802 Larkin Williams Rd.
Fenton, MO 63026

City of Twin Oaks
1381 Big Bend Road
Ballwin, MO 63021



**Exhibit B
Insurance**

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

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

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site. Unless instructed otherwise, the Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear. Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this Exhibit D. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

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

City Clerk/Administrator's Report

City of Twin Oaks, Board of Alderman

December 1, 2023

General Updates

Speed Radar Data

- Staff was only able to pull the data off of one of the five speed radar signs. Two of the signs are experiencing Bluetooth connection issues and the new sign requires a WiFi passcode that the City needs to get from the manufacturer. The fifth sign had a dead battery at the time the data collection was attempted.

Carretas Restaurant

- Carretas has submitted the required payment and documentation for their business license. No opening date has been formally set, but staff expects it to be very soon.

Project Updates

Big Bend Road and Meramec Station Road Curb Improvements

- The curb work was completed on Nov. 29th with no issues reported.

Crescent Ave. Stormwater and Sidewalk Improvements

- Negotiations are continuing for the ROW acquisition. Staff anticipates that we are nearing agreement with the remaining property owners.
- The City has received initial feedback from MSD on our permit application and will present this information along with other updates on the utility coordination process at the Dec. 6 work session.

Pedestrian Bridge Replacement

- The City held a pre-construction meeting with SCE/Cowboy Cranes on Dec. 1. They are planning to remove the old bridge on Dec. 12th and install the new bridge on Dec. 14th. These dates are subject to the bridge delivery and the weather.
- The Park will be closed on both days to allow the crews to work safely. Notice will be provided to residents once the delivery date is confirmed.