

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBERS, TWIN OAKS CITY HALL
1381 BIG BEND ROAD
WEDNESDAY, OCTOBER 7, 2020, 7:00 p.m.**

To balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, this meeting of the Board of Aldermen will be open to public attendance in person, providing that those who attend wear face coverings and maintain social distancing.

In addition, the meeting will also be livestreamed on Facebook so that the public may watch and listen to the meeting virtually. The livestream of the meeting will be accessible by tablet/laptop/PC or mobile device at www.facebook.com/twinoaksmo.

The Board apologizes for any inconvenience these requirements may pose but it is extremely important all measures in compliance with the orders issued by public health authorities be taken to protect employees, residents, and elected officials during these extraordinary times.

Residents and others who wish to comment may also email their comments to City Clerk Frank Johnson, fjohnson@cityoftwinoaks.com, by 6 p.m. on October 7, 2020, and their comments will be shared with the Board at the appropriate time.

Tentative Agenda

- 1) REGULAR MEETING CALLED TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) APPROVAL OF CONSENT AGENDA
 - a) Board of Aldermen Regular Session Minutes from September 16, 2020
 - b) Board of Aldermen Work Session Minutes from September 16, 2020
 - c) Bills List from September 12 to October 2, 2020
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Police Report — Officer John Wehner
- 7) PRELIMINARY CITIZEN COMMENTS
- 8) NEW BUSINESS
 - a) Bill No. 20-14: AN ORDINANCE APPROVING AMENDMENTS TO CHAPTER 210 OF THE MUNICIPAL CODE OF THE CITY OF TWIN OAKS PERTAINING TO DISCHARGE OF FIREARMS.
 - b) Resolution No. 20-24: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH STF, LLC DOING BUSINESS

AS TRAFFIC CONTROL COMPANY FOR CERTAIN STRIPING SERVICES OF TRAFFIC STOP BARS THROUGHOUT THE CITY.

- c) Resolution No. 20-25: A RESOLUTION REQUESTING THAT ST. LOUIS COUNTY DISTRIBUTE \$47 MILLION OF CARES ACT FUNDS ON A PER CAPITA BASIS TO THE MUNICIPALITIES WITHIN ST. LOUIS COUNTY TO BE USED FOR ELIGIBLE EXPENSES, AUTHORIZING THE MAYOR OF THE CITY OF TWIN OAKS TO ACCEPT CARES ACT FUNDING AND EXECUTE A MUNICIPALITY RELIEF PROGRAM FUNDING AGREEMENT, AND CONFIRMING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS ST. LOUIS COUNTY FROM SUCH DISTRIBUTION.
- d) Resolution No. 20-26: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING A FIRST AMENDMENT TO THE AGREEMENT FOR CLEANING AND DISINFECTING SERVICES BETWEEN THE CITY OF TWIN OAKS AND J & B FRANCHISE, INC. DOING BUSINESS AS JAN-PRO CLEANING SYSTEMS OF ST LOUIS.

9) DISCUSSION ITEMS

- a) Credit Card Payments
- b) Crescent Road Sidewalk
- c) Halloween Events and Guidelines

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

POSTED: October 14, 2020, 4:30 p.m.

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

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS TOWN HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, SEPTEMBER 16, 2020**

The meeting of the Twin Oaks Board of Aldermen was called to order at 7:14 pm. Roll Call was taken:

Mayor: Russ Fortune – yea

Aldermen: April Milne – yea
Dennis Whitmore – yea

Lisa Eisenhauer – yea
Tim Stoeckl – yea

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

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

APPROVAL OF THE AGENDA

Mayor Fortune asked if there were any changes to the agenda. Hearing none, Alderman Stoeckl motioned to approve the Agenda, seconded by Alderman Whitmore. The motion passed by a voice vote.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked if there were any changes to the Consent Agenda consisting of the September 2, 2020 Regular Session Minutes, September 2, 2020 Work Session Minutes, the Bills List from August 29, 2020 to September 11, 2020 and the Credit Card List from July 17th to August 16, 2020. Alderman Whitmore motioned to approve the Consent Agenda seconded by Alderman Milne. The motion passed by voice vote.

PROPERTY TAX PUBLIC HEARING

The Public Hearing regarding the Annual Rate of Tax Levy for 2020 was called to order by Mayor Fortune at 7:16 p.m. Jeff Blume, Financial Consultant, reviewed with the Board the Property Tax Valuation Summary and the Hancock Amendment. Mr. Blume also reviewed the property tax valuation rates and the tax collected within Twin Oaks. Discussion ensued.

There being no further questions or discussion, Mayor Fortune closed the Public Hearing at 7:26 p.m.

REPORTS OF COMMITTEES/COMMISSIONS/CONTRACTORS

Park Report: Cindy Slama, Park Chairman, stated that the Park Committee at their September 10th meeting discussed the catch and release policy for fishing at Twin Oaks Park. The Committee reviewed the letter of concern which had been received by the Board of Aldermen and the history of fishing in the Park. The Committee would like to do a little more research and discussion on the topic at their next meeting in October. No decision was made at this time regarding the policy.

The Committee also discussed the reopening of the playground at the Park. The Committee was in favor of reopening the playground as long as other playgrounds in the area are also open and the appropriate measures are taken to ensure the safety of the children using the playground.

The Committee is still undecided whether to have the Winter Lighting event in December. They will discuss this again at the October meeting.

August Financials: Jeff Blume, Financial Consultant, reviewed the Financial Statements for August 2020 with the Board. Mr. Blume stated that at this time everything is looking good. The Board accepted the Financial Statements as submitted.

PRELIMINARY CITIZEN COMMENTS

There were no citizen comments at this time.

OLD BUSINESS

Playground Reopening: City Clerk Johnson reviewed the proposed plan to be submitted to St. Louis County regarding the opening of the playground in Twin Oaks Park. He asked the Board if they had any questions or adjustments to the plan. The Board made no changes at this time.

City Clerk Johnson reviewed the cost to professionally sanitize the playground twice a week by Jan-Pro who is currently cleaning the restrooms in the Park. He also reviewed decreasing the cleaning of the restrooms from every day to twice a week. He stated that the product that Jan-Pro is using continues to sanitize the surface for several days after it is applied to a surface.

City Clerk Johnson also stated he had done some research into backpack sprayers which the City could purchase and do the sanitizing in house. He stated that the electrostatic sprayer is considerably more expensive than a regular sprayer, however this is due to the

fact that the particles are electrostatically charged and will cling to the entire surface that is being sprayed. Discussion ensued regarding the pros and cons of this purchase. City Clerk Johnson did state that the City could possibly be reimbursed for the commercial cleaning with Jan-Pro and the purchase of the sprayer through the CARES Act.

Alderman Eisenhauer likes the idea of purchasing the electrostatic sprayer since the sanitizing of the restrooms and the playground is something the City will need to be doing for the next year or more due to the virus. She stated that if the City decides to purchase the sprayer, she would like to continue with Jan-Pro until the Park staff has the sprayer and is comfortable with doing the sanitizing.

Alderman Milne asked City Clerk Johnson how he arrived at 20 people on the playground at one time. He stated that he did the calculation following the guidelines set by St. Louis County and how other cities with a similar sized playground arrived at their maximum number of people.

Alderman Eisenhauer motioned to approve submitting the plan to reopen the playground to St. Louis County, seconded by Alderman Whitmore. The motion passed by a voice vote.

NEW BUSINESS

Bill No. 20-12-An Ordinance Establishing The Annual Rate Of Tax Levy For The Year 2020 On All Real Property Within The City Of Twin Oaks, Missouri: Providing For The Extension Of Said Taxes On The Books Of The Collector Of Revenue And Providing For The Collection Thereof By The Collector For The City Of Twin Oaks, Missouri: First reading of Bill No. 20-12 was read. Mayor Fortune ask if there was any discussion on Bill No. 20-12. The second reading of Bill No. 20-12 was read. Alderman Eisenhauer motioned to approve Bill No. 20-12, seconded by Alderman Milne and the motion passed on a roll call vote as follows: Aldermen Milne-yea, Eisenhauer-yea Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 20-12 Being duly passed becomes Ordinance No. 20-12.

Bill No. 20-13-An Ordinance Re-Adopting Re-Establishing And Making Public A Procedure To Disclose Potential Conflicts Of Interest And Substantial Personal Interest Of Certain Municipal Officials: First reading of Bill No. 20-12 was read. Mayor Fortune ask if there was any discussion on Bill No. 20-13. The second reading of Bill No. 20-13 was read. Alderman Whitmore motioned to approve Bill No. 20-13, seconded by Alderman Eisenhauer and the motion passed on a roll call vote as follows: Aldermen Milne-yea, Eisenhauer-yea Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 20-13 Being duly passed becomes Ordinance No. 20-13.

DISCUSSION ITEMS

National Night Out On Oct. 6: Mayor Fortune stated that National Night Out is scheduled for Tuesday, October 6th. At this time the national organization is still recommending having the event as planned. Administrative Assistant Gonzales stated that the Cool Times ice cream truck is scheduled to be in the park from 6:00 to 8:00 p.m. She asked the Board since it is getting dark by 7:30 p.m. would they like to move the time of the event to 5:00 to 7:00 p.m. Discussion ensued and the Board was in agreement of moving the time. The Mayor asked if the office staff could contact the Valley Park Fire Department to see if they would be willing to bring the new fire truck to the Park for the evening.

Fishing Policy At Twin Oaks Park: Mayor Fortune asked the Board if they would like to accept the Park Committee's recommendation regarding the fishing policy in the Park. Administrative Assistant Gonzales stated that a resident came into the office that morning inquiring if we knew about the fish with the bobber stuck in its mouth. She suggested that it may be good policy that children are supervised when fishing. She also stated that within the next year, as folks lives are getting back to normal, the number of people fishing in the Park might diminish. She did feel that it was a good activity for families. Alderman Stoeckl stated that the Park Committee had discussed that since this was the first complaint received regarding fishing should the policy be changed at this time. Discussion ensued. The Board decided to wait to hear the report back from the Park Committee after their next meeting.

ATTORNEY'S REPORT

Attorney Rost had no report at this time.

CITY CLERK'S REPORT

General Updates

Recycling Contamination

- Staff met with Waste Management on Thursday to discuss the educational materials they have available regarding responsible recycling. The City will be sharing this information with residents via the city website and social media channels. The resources include flyers, posters and FAQs, and are available at www.wm.com/recycleright.

Missouri Municipal League Conference

- City Clerk Frank Johnson, Mayor Russ Fortune and Alderman Tim Stoeckl will be attending the virtual Missouri Municipal League Conference from Sept. 14-16. City Clerk Johnson will also attend a Master Academy for City Clerks as part of the conference.

Leaf Removal

- The City has received the proposed dates from Hendel Lawncare for this fall's leaf collection. The dates are Oct. 20, Nov. 3, Nov. 10, Nov. 17, Dec. 1 and Dec. 8. The City will send out notices and information about the leaf pickup to residents throughout the fall.

CARES Act Funds

- St. Louis County will begin initiating a program to distribute \$47 million of CARES ACT funds to municipalities as early as Monday, Sept. 14. We expect to receive a letter from the county with more details on the process, including eligibility requirements, by mid-week. Cities will be eligible for funds on a per capita basis of \$68.77.

Project Updates

Dunkin Donuts Development Plan

- The City received the building permit application for the Dunkin Donuts on Sept. 1 and the municipal zoning approval for the plans was issued on Sept. 10. The developer can now apply to St. Louis County for the issuing of the building permit, after which construction can begin.

Golden Oak Court Lighting

- The work on the trench and conduit is completed. We are currently working with Ameren to get the light installed. It will be a post-top LED light.

Boly Lane Entrance Lighting

- After some initial confusion, the foundation for the light has now been poured and placed in the correct spot. The light should be mounted and installed shortly.

MAYOR AND ALDERMAN COMMENTS

Mayor Fortune stated he received a call Tuesday evening from a resident regarding someone hunting in the pet cemetery. This resident was upset someone was hunting, but also said a group of kids were walking through the area around the time the hunter was in the cemetery. Administrative Assistant Gonzales stated that she had received a call that morning from a resident walking through the cemetery with her grandchildren and saw a hunter in a deer stand. She was concerned and did not think that hunting was allowed within the City.

Alderman Eisenhauer stated that she had done some research concerning hunting regulations outlined in the City codebook. She found that several years back when the codebook was being re-codified, a line was mistakenly dropped prohibiting discharging a

firearm within the City limits of Twin Oaks. However, the codebook outlines that projectile weapons are not allowed to be discharged within the City limits. Alderman Eisenhauer recommended that the Board at their next meeting pass an ordinance which reinstates the eliminated language. Discussion ensued.

Alderman Eisenhauer motioned to prohibit hunting in the City and the discharge of a firearm or projectile weapon, seconded by Alderman Milne. The motion passed by voice vote.

Alderman Whitmore stated that he is still concerned about the census contacting all of the residents within Twin Oaks. He continues to try and contact someone at the Census Bureau but has not had any luck. Discussion ensued.

FINAL CITIZEN COMMENTS

There were no final citizen comments.

ADJOURNMENT

There being no further business, Alderman Eisenhauer motioned to adjourn the regular meeting at 8:33 p.m., seconded by Alderman Whitmore and the motion passed with the unanimous consent of the Board of those present.

Drafted By: _____
Theresa Gonzales,
Administrative Assistant

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk

Russ Fortune,
Mayor, Board of Aldermen

**MINUTES OF THE WORK SESSION
CITY OF TWIN OAKS BOARD OF ALDERMEN
WEDNESDAY, SEPTEMBER 16, 2020**

The Work Session was called to order by Mayor Fortune at 6:00 p.m. pursuant to public notice and agenda. Roll Call was taken:

Mayor Russ Fortune – yea

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

Also Present: Frank Johnson, City Clerk
Jeff Blume, Financial Consultant
Ray Frankenberg, BFA Engineering

2020 CAPITAL AND MAINTENANCE EXPENDITURE SCHEDULE

Jeff Blume, Financial Consultant, reviewed with the Board the Parks and Road Repair and Maintenance projects. He also included the list of completed projects that were previously included in the list. Mr. Blume stated that this list was created from the discussion at the September 2nd meeting. The Board did not have any additions or deletions at this time.

Alderman Milne asked the location of the sink hole located on Autumn Leaf. Ray Frankenberg, BFA Engineering, stated that there was an area at the top of Autumn Leaf where the curbing on both sides of the street have started to sink a bit. They have been keeping an eye on this. Frank Johnson, City Clerk will verify with John Williams, Public Works, what area he is referencing.

Mr. Blume then moved to the Capital Improvements List and reviewed the list with the Board. He stated that this list as well included the projects that were discussed at the September 2nd Board meeting. Mr. Blume stated that City Clerk Johnson had moved the new waterfall pump to a capital expenditure rather than a repairs and maintenance expense. This adjustment was made since the old pump needed to be replaced and not repaired.

Alderman Milne stated that she would like to take a second look at the Crescent Road triangle area to see if there would be any other solutions to creating a more walkable area. She does not want to abandon this project at this time. There were no other changes made to the list at this time.

Mr. Blume stated that the Board should be able to organize this list by priority and to see if there are any projects they would like to complete in 2020.

AUTUMN LEAF RUN OFF

City Clerk Johnson reviewed the Memo he sent to the Board regarding the Autumn Leaf Runoff. The memo gave a brief background of the issue with the next steps he is proposing to move forward to remediate the existing stormwater issue. Mr. Johnson stated that the 2013 report from BFA stated that the water that flows through this area is not coming from the soccer field. This area has been cleared over the years and when the heavy rains occur there is no vegetation to slow the water flow down.

Ray Frankenberg of BFA Engineering reviewed the proposals the City has received to correct the water flow issue and what the City needs to consider. Mr. Frankenberg feels getting the Church involved will help to hold down the cost of this project. Discussion ensued.

Mr. Frankenberg proposed a three part project. The first item is to create a berm at the top of the hill around the soccer field. This will help to retain some of the water which will then allow large rains to disperse and drain naturally. The second part of the project is to build a swale/hardscape which will direct any water down the hill where it is directed to a pipe which will then carry the water to a drainage area. The third and final portion of the project is to work with homeowners to create landscape options to direct the water between the houses and onto Autumn Leaf Drive.

Discussion ensued. Alderman Eisenhauer proposed doing the berm around the soccer field. She would also like to put sandbags along the fence line behind the houses which would be an inexpensive solution to see if a more permanent fix would work.

The Board reached the decision to develop a detailed plan of action. A meeting will be scheduled with the Church to discuss a possible solution as well as get access to their property. Attorney Rost stated that an agreement will need to be signed between the City and the Church for documentation.

ADJOURNMENT

Alderman Eisenhauer motioned to adjourn the Work Session Meeting at 7:04 p.m., seconded by Alderman Milne and motion passed with the unanimous consent of the Board of those present.

Drafted By: _____
Theresa Gonzales,
Administrative Assistant

Date of Approval: _____
ATTEST:

Frank Johnson,
City Clerk

Russ Fortune,
Mayor, Board of Aldermen

City of Twin Oaks						
Bills and Applied Payments						
September 12, 2020-October 2, 2020						
Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	
11710	9/8/2020	Accident Fund Installment Payment		\$1,219.50	\$1,219.50	
11711		ADB Companies Return of bond for ROW work		\$5,000.00	\$5,000.00	
11712	9/28/2020	Bates Electric Electrical work on installation of street light on Golden Oak Ct.	62004	\$1,920.00	\$1,920.00	
11713		BFA Engineering				
	8/30/2020	Layout Meramec Station striping; Tcon with F. Johnson discuss gymnasium and church runoff	12093	\$181.25		
	8/30/2020	Dunkin Donuts-review lighting plan; reviewed the specifications sent by Dunkin Donuts, composed response letter; review lighting requirements, Tcon with F. Johnson, prepare for BOA mtg. Plan review; reviewed plan sheets most recently sent in; travel; meeting	12092	\$1,216.20		
	8/30/2020	Autumn Leaf Runoff-discuss project and codes; ordinance review; review and markup comment letter, plan review	12094	\$258.75		
	8/30/2020	ADB Companies-plan review of ROW work	12124	\$106.25	\$1,581.20	
11714	9/14/2020	Donna Geragosian Reimbursement of cancelled Park Reservatin		\$150.00	\$150.00	
11715	9/23/2020	General Code Supplement #3		\$496.51	\$496.51	
11716		Gerstner Electric Installation of decorative light at Boly entrance		\$9,049.00	\$9,049.00	
11717		Jan-Pro Cleaning Systems				
	9/1/2020	Cleaning of restrooms at Park for August	88470	\$1,395.00		
	9/1/2020	Cleaning of restrooms at Park for September	88613	\$1,350.00	\$2,745.00	
11718	9/24/2020	Lake Management Lake treatment on September 24, 2020	17904	\$420.00	\$420.00	
11719	9/30/2020	Lisneide Pereira Reimbursement of liquor deposit-park reservation	3657	\$100.00	\$100.00	
11720	9/21/2020	Seal the Deal Design and printing of Leaf Pick Up postcards	10197	\$500.00	\$500.00	
11721	9/21/2020	Traffic Control Company Adjustable band bracket		\$12.75	\$12.75	
11722		TruGreen Lawn treatment at City Hall		\$79.00	\$79.00	
11723		John Williams Apartment inspections 12 @ \$75.00		\$900.00	\$900.00	
		US Bank Wire Transfer Payment for City Hall		\$71,393.18	\$71,393.18	
Online	9/5/2020	Verizon Monthly charge for City cell phones	9862201876	\$242.31	\$242.31	
Online	9/9/2020	Toshiba Financial Services Monthly charge for copier lease	5011903554	\$206.00	\$206.00	
Online	9/2/2020	St. Louis County Treasurer Monthly charge for police contract-September	130627	\$11,092.49	\$11,092.49	
Online	9/15/2020	The Brain Mill Monthly charge for email hosting and phone service plus remote connection for office staff	5468	\$922.00	\$922.00	
Online	9/7/2020	AT&T Monthly phone and internet for 50 Crescent Ave		\$83.77	\$83.77	
Online	9/6/2020	AT&T Monthly phone and internet for City Hall		\$107.90	\$107.90	
Online	9/15/2020	Mastercard Monthly expenses		\$3,555.30	\$3,555.30	
Online	9/20/2020	St. Louis County Public Works Occupancy Inspection 1557 Autumn Leaf Drive		\$95.50	\$95.50	
Online	9/23/2020	Ameren Missouri Monthly utility for City Hall		\$1,118.18	\$1,118.18	
Online	9/23/2020	Ameren Missouri Monthly utility for 141 and Big Bend		\$72.53	\$72.53	
Online	9/23/2020	Ameren Missouri Monthly utility for 1 Twin Oaks Ct.		\$387.09	\$387.09	
Online	9/23/2020	Ameren Missouri Monthly utility for 50 Crescent Ave		\$108.64	\$108.64	
Online	9/23/2020	Ameren Missouri Monthly utility for 50 Crescent Ave water pump		\$295.78	\$295.78	
Online	9/22/2020	Metropolitan St. Louis Sewer Monthly charge for 50 Crescent Ave		\$31.22	\$31.22	
Online	9/24/2020	Spire Monthly charge for City Hall		\$42.68	\$42.68	
Online	9/24/2020	Spire Monthly charge for 50 Crescent Ave		\$28.70	\$28.70	
Online	9/24/2020	MO-American Water Monthly charge for 1 Twin Oaks Ct.		\$1,144.08	\$1,144.08	
Online	9/21/2020	MO-American Water Monthly charge for City Hall Irrigation		\$505.16	\$505.16	
Online	9/21/2020	MO-American Water Monthly charge for City Hall		\$44.55	\$44.55	
Online	9/24/2020	MO-American Water Monthly charge for 1 Twin Oaks Ct.		\$33.88	\$33.88	
Online	9/24/2020	MO-American Water Monthly charge for 50 Crescent Ave		\$14.39	\$14.39	
Online	9/21/2020	MO-American Water Monthly charge for 1240 Derbyshire Dr. Irrigation		\$1,863.74	\$1,863.74	
Online	9/25/2020	MO-American Water Monthly charge for 1312 Big Bend Rd. Irrigation		\$3,384.75	\$3,384.75	
Online	9/30/2020	Missouri One Call 3rd quarter charges	91102	\$11.25	\$11.25	
		Alderman				
		Alderman				

**AN ORDINANCE APPROVING AMENDMENTS TO CHAPTER 210 OF
THE MUNICIPAL CODE OF THE CITY OF TWIN OAKS PERTAINING
TO DISCHARGE OF FIREARMS.**

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

Section 1: Chapter 210, "Offenses," Article XI, "Offenses Concerning Weapons and Firearms," Section 210.840, "Unlawful Use of Weapons --Exceptions" is hereby amended to add the following underlined text to, and delete the ~~struck through~~ text from, Subsection A of Section 210.840 and to renumber Subsection A, to read as follows:

- A. A person commits the offense of unlawful use of weapons, except as otherwise provided by Sections 571.101 to 571.121, RSMo., if he or she knowingly:
1. Carries concealed upon or about his or her person a knife, a firearm, a blackjack or any other weapon readily capable of lethal use into any area where firearms are restricted under Section 571.107, RSMo.; or
 2. Sets a spring gun; or
 3. Discharges or shoots a firearm within the City limits, unless the person was lawfully acting in self-defense; or
 4. ~~Reserved. Discharges or shoots a firearm into a dwelling house, a railroad train, boat, aircraft, or motor vehicle as defined in Section 302.010, RSMo., or any building or structure used for the assembling of people; or~~
 5. Exhibits, in the presence of one (1) or more persons, any weapon readily capable of lethal use in an angry or threatening manner; or
 6. Has a firearm or projectile weapon readily capable of lethal use on his or her person, while he or she is intoxicated, and handles or otherwise uses such firearm or projectile weapon in either a negligent or unlawful manner or discharges such firearm or projectile weapon unless acting in self-defense; or
 7. ~~Reserved. Discharges a firearm within one hundred (100) yards of any occupied schoolhouse, courthouse, or church building; or~~
 8. ~~Reserved. Discharges or shoots a firearm at a mark, at any object, or at random, on, along or across a public highway or discharges or shoots a firearm into any outbuilding; or~~
 9. Carries a firearm or any other weapon readily capable of lethal use into any church or place where people have assembled for worship, or into any election precinct on any election day, or into any building owned or occupied by any agency of the Federal Government, State Government, or political subdivision thereof; or
 10. ~~Reserved. Discharges or shoots a firearm at or from a motor vehicle, as defined in Section 301.010, RSMo., discharges or shoots a firearm at any person, or at any other motor vehicle, or at any building or habitable structure, unless the person was lawfully acting in self-defense; or~~
 11. Carries a firearm, whether loaded or unloaded, or any other weapon readily capable of lethal use into any school, onto any school bus, or onto the premises of any function or activity sponsored or sanctioned by school officials or the district school board; or

12. Possesses a firearm while also knowingly in possession of a controlled substance that is sufficient for a felony violation of Section 579.015, RSMo.

Section 2: Chapter 205, "Animal Regulations," Article II, "Prohibitions," is hereby amended by adding a new Section 205.085, "Hunting," to read as follows:

Section 205.085 Hunting.

- A. As used in this Section, the following terms shall have the following meanings:
 - 1. ARCHERY DEVICE. Any longbow, compound bow, recurve bow, or crossbow.
 - 2. FIREARM. Any rifle, shotgun, weapon, or similar mechanism by whatever name known, which is designed to expel a projectile or projectiles through a gun barrel, tube, pipe, cylinder, or similar device by the action of any explosive. The term "firearm" shall not apply to devices used exclusively for commercial, industrial or vocational purposes.
- B. No person shall hunt any wild game, birds or animals with a firearm or archery device within the City.
- C. It shall be prima facie evidence and proof of the violation of this section if it is established that any person carrying firearms or archery devices and cartridges, bullets, shells or arrows, whether such person is accompanied by hunting dogs or not, is found in any open fields, woods, lots or other places where wild game, birds or animals are or may reasonably be expected to be found.

Section 3: *Severability.* The portions of this ordinance shall be severable. In the event that any portion of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds that the valid portions of this ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 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 7th DAY OF OCTOBER 2020.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

RESOLUTION NO. 20-24

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT WITH STF, LLC DOING BUSINESS AS
TRAFFIC CONTROL COMPANY FOR CERTAIN STRIPING SERVICES
OF TRAFFIC STOP BARS THROUGHOUT THE CITY.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with STF, LLC doing business as Traffic Control Company for services relating to striping of certain stop bars throughout the City 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 7th DAY OF OCTOBER 2020,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of October 7, 2020, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **STF, LLC** doing business as **Traffic Control Company**, a Missouri limited liability company, hereinafter referred to as “Contractor,” with a business mailing address of 601 8th Street, Valley Park, MO 63088;

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for certain services relating to the striping of 19 traffic stop bars located throughout the City, and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF SERVICES

Contractor’s services are necessary for the following Project of City: *Traffic Stop Bar Striping*.

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Project listed above and which are particularly described in the attached **Exhibit A** incorporated herein.

The above-reference services (hereinafter referred to as the “Work”) shall be provided by the Contractor in accordance with all the provisions of the Proposal and the attached **Twin Oaks General Conditions** which are incorporated herein by reference, and the terms of the General Conditions shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, including the Proposal. If there is any conflict between the City’s General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.

II. SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

The City and the Contractor understand that in the course of the Work, the Contractor may be required to close a lane of traffic near the intersection of Big Bend Road. The Contractor’s Work must be scheduled and accomplished in stages such that thru traffic is maintained during striping. 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 Work, 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 Work and provide for safe and convenient public travel. No additional payment shall be made for 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 necessary to maintain traffic and to protect the Work and the public and all labor, equipment, and material necessary to accomplish this task shall be considered incidental.

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 on Meramec Station Road south of its intersection with Big Bend Road shall be a material breach of this Contract.

III. COMPENSATION

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

Due at the City's final acceptance of the Work: \$3,850.00

IV. TIME AND MANNER OF PAYMENTS

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

V. CONTRACT SCHEDULE

Time is of the essence. The work to be performed under this Contract shall be commenced on _____, 2020, and shall be completed in a reasonable manner no later than _____, 2020. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$100.00 per day as liquidated 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.

STF, LLC d/b/a TRAFFIC CONTROL COMPANY

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

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

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

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

- *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.
- Contractor further agrees to pay not less than the prevailing hourly wage of wages set out on the wage order attached hereto as **Exhibit C** and made part of the specification for Work under this Agreement, to all workers performing any work under this Contract. The Contractor will forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any Work done under the contract by the Contractor.

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

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

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

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

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

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

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

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

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

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

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

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

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

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

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

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

Other Special Provisions. The special provisions set forth on **Exhibit A** are incorporated herein by reference and made a part hereof.

EXHIBIT A
Proposal

Traffic Control Company
601 8th Street
Valley Park, Mo. 63088
phone - (636) 225-7800
fax - (636) 225-3460



QUOTE

Established In 1962 / Making Strides Since 2007

PROJECT: CITY OF TWIN OAKS

QUOTE DATE: 9/21/20

ITEM	DESCRIPTION	QTY.	U of M	UNIT PRICE	TOTAL
	STOP BARS	14	16.00 EA	\$ 150.00	\$ 2,400.00
	MOBILIZATION		1.00 EA	\$ 1,000.00	\$ 1,000.00

* PRIME TO PROVIDE A CLEAN, DRY, CONSTRUCTION FREE SURFACE OR ADDITIONAL CHARGES MAY APPLY. CLEANING AND/OR TEMPORARY TAPE REMOVAL WILL BE AN ADDITIONAL CHARGE.

* All Pavement Marking material to be applied per manufacturers recommendations. Contractor shall provide a clean, dry surface suitable for striping including debris removal within rumblestrips. If Waterblasting and/or Grinding is required, Contractor is to provide a clean water source & dump site near the job. All control points must be located by the Prime Contractor, Owner or Owner Representative. A 7-day notice is required for scheduling. The above bid prices DO NOT INCLUDE PAYMENT BONDS, PERFORMANCE BONDS, BID BONDS or WAIVERS OF SUBROGATION. Prices include only Traffic Controls basic insurance. Retainage is allowed if held by owner, Retainage not allowed to be held by contractor if not required by owner. If bond is going to be withheld, add 1.5% to quoted price.

*QUOTE IS VALID FOR 6 MONTHS

* THIS QUOTE WILL BECOME A PART OF THE CONTRACT

* INCIDENTAL ITEMS NOT INCLUDED UNLESS NOTED ABOVE.

2850.00

\$ 3850.00

Stop Bars

One at Boyle and Big Bend Rd.

Two at Boyle Ln. and Autumn Leaf Dr.

Three at Autumn Leaf Dr. and Birnamwood Trail Dr.

One at Woodland Oaks Dr. and Big Bend Rd.

One at Ann Ave and Meramec Station Rd.

One at Quinette Dr. and Meramec Station Rd.

One at Crescent Ave and Meramec Station Rd.

Two at Crescent Ave and Valley School Rd.

Three at Crescent Ave and Golden Oak Dr.

Three at Crescent Ave and Crescent Rd.

One at Crescent Rd and Laws Ct.

For a total of 19 Stop Bars.

**EXHIBIT B
AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now _____, as _____, first being duly sworn, on my oath and affirms that **Traffic Control Company** ("Company") is enrolled and will continue to participate in federal work authorization program with respect to employees that will work in connection with the contracted services related to and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company's participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS - 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo.).

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

) ss.

County of _____)

Subscribed and sworn to before me this ____ day of _____, 2020.

My commission expires:

Notary Public

EXHIBIT C

N/A

Exhibit D Insurance

The Contractor shall obtain and maintain during the term of the Project and the City-Contractor Agreement the insurance coverages at least equal to the coverages set forth in this paragraph 7, 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 Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 - any one person in a single accident or occurrence \$2,905,664 - aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 - any one person in a single accident or occurrence \$2,905,664 - aggregate
Employer's Liability	\$2,905,664 - bodily injury by accident (each accident) \$2,905,664 - bodily injury by disease (each employee) \$2,905,664 - bodily injury policy limit

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.

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 paragraph. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

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

RESOLUTION NO. 20-25

**A RESOLUTION REQUESTING THAT ST. LOUIS COUNTY
DISTRIBUTE \$47 MILLION OF CARES ACT FUNDS ON A PER
CAPITA BASIS TO THE MUNICIPALITIES WITHIN ST. LOUIS
COUNTY TO BE USED FOR ELIGIBLE EXPENSES, AUTHORIZING
THE MAYOR OF THE CITY OF TWIN OAKS TO ACCEPT CARES ACT
FUNDING AND EXECUTE A MUNICIPALITY RELIEF PROGRAM
FUNDING AGREEMENT, AND CONFIRMING AGREEMENT TO
INDEMNIFY AND HOLD HARMLESS ST. LOUIS COUNTY FROM
SUCH DISTRIBUTION.**

WHEREAS, the United States Congress enacted the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) providing a \$2 trillion economic relief package to provide assistance for American workers, families, and small businesses; to provide assistance to state and local governments; and to preserve jobs for American industry; and,

WHEREAS, the State of Missouri received \$1.9 billion from the CARES Act, a portion of which was subsequently distributed in part to Missouri counties proportionally based on population, except those counties that received a direct payment under the CARES Act, along with a recommendation from the Governor that counties that received funds directly from the State of Missouri in turn distribute CARES Act funds to local governments located within their jurisdictions; and,

WHEREAS, the US Department of the Treasury distributed funds from the CARES Act proportionally based on 2019 census data directly to certain local governments, including cities and counties with a population greater than 500,000 and to state governments; and,

WHEREAS, based on St Louis County’s population, which includes the residents of municipalities located in the County, the County received \$173.5 million directly from the United States Treasury designated to cover necessary expenses incurred due to the public health emergency caused by the COVID-19 pandemic; and,

WHEREAS, the US Department of the Treasury has issued eligibility guidelines for use of the CARES Act funds which includes, in part, that payroll expenses for public safety may be presumed to be costs for services substantially dedicated to mitigation or responding to the COVID-19 public health emergency from and after the effective date of the CARES Act from March 27, 2020 thru December 30, 2020 (the “Eligibility Period”); and,

WHEREAS, the County Executive has allocated \$47 million for distribution to municipalities for use for eligible expenditures during the Eligibility Period.

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 of the City of Twin Oaks, Missouri, hereby requests a per capita distribution of the above referenced \$47 million allocated by St. Louis County for

municipal public safety and other eligible expenses. The Mayor, or the City Clerk as the Mayor's designee, are each hereby authorized to submit and sign the application, certification, and any other documents on behalf of the City of Twin Oaks that are reasonably required or convenient to carry out the intent of this Resolution.

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 7th DAY OF OCTOBER 2020,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Application: MRP-0000000014

City of Twin Oaks
St. Louis County CARES Municipal Relief Program

Summary

ID: MRP-0000000014

Municipal Relief Program: Budget Request

Completed - Oct 2 2020

Municipal Relief Program: Expenditure Request

For questions or concerns, email stlouiscountycaresmrp@stlouisco.com.

Eligible Coronavirus Relief Fund Expenditure Information

St. Louis County (the "County") may only use funds from the Coronavirus Relief Fund (the "CRF") for documented COVID-19 related expenses in compliance with 42 U.S.C. § 801(d), as interpreted and applied by the United States Department of the Treasury ("Treasury"). The County will use the below information to evaluate Applicant's proposed costs for federal compliance purposes.

Requirements for Eligible Expenditures

Funds from the CRF may only be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the relevant local government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Note: These requirements are addressed below in the RFP, section titled “Requirements for Eligible Expenditures, I. General Requirements.”

Examples of Eligible CRF Expenditures

1. Medical expenses
2. Public health expenses
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially* dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
5. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the CRF’s eligibility criteria

Note: These categories of eligible expenditures are explained more fully in the RFP, section titled “Requirements for Eligible Expenditures, II. Nonexclusive Examples of Eligible Expenditures.”

Please list from the above set of “Examples of Eligible CRF Expenditures” for which Applicant seeks, or will seek, reimbursement or funding under this Application. See the section below titled “Requirements for Eligible Expenditures” for eligibility criteria, detailed examples of eligible expenditures, and required supporting information and documentation.

	Categorical Expense Type	Reimbursement Request	Item Description
	Public health expenses	8621	Cost for contractor to clean/disinfect playground equipment, restrooms weekly
	Public health expenses	2304	Cost of janitorial services for additional City Hall cleaning/sanitizing
	Public health expenses	1700	Purchase of electrostatic backpack sprayer for disinfecting facilities and equipment by municipal staff
	Payroll expenses	11092	Payroll expense for contracted public safety officer
	Expenses related to compliance of public health measures	150	Subscription cost for Zoom videoconferencing service.

Please refer to the figures listed by municipality in [Appendix A - Municipal Allocation Table](#).

Will the costs for which Applicant seeks, or will seek, funding or reimbursement equal or exceed the allocation for that Applicant listed in Exhibit A?	No
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Total Eligible Amount Requested:

\$ 23867

RESOLUTION NO. 20-26

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING A FIRST AMENDMENT TO THE AGREEMENT FOR
CLEANING AND DISINFECTING SERVICES BETWEEN THE CITY OF
TWIN OAKS AND J & B FRANCHISE, INC. DOING BUSINESS AS JAN-
PRO CLEANING SYSTEMS OF ST LOUIS.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, the First Amendment to the Janitorial Services Agreement on behalf of the City of Twin Oaks with J & B Franchise Venture, Inc. doing business as JAN-PRO Cleaning Systems of St. Louis for cleaning and disinfecting services which amendment shall be in substantially the form of "Exhibit 1" attached hereto and incorporated herein by reference.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 7th DAY OF OCTOBER 2020,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit 1

JANITORIAL SERVICES AGREEMENT, FIRST AMENDMENT

This First Amended Agreement is made this ___ day of October, 2020 between J & B FRANCHISE VENTURE, INC. doing business as **JAN-PRO Cleaning Systems of St. Louis** ("Jan-Pro") and **City of Twin Oaks** ("Client"). This First Amended Agreement shall amend the original agreement dated July 2020 (the "Original Agreement"), as follows:

Paragraph 1 of the Original Agreement is repealed in its entirety and replaced with a new Paragraph 1 to read as follows:

"1. Jan-Pro agrees to perform the following recurring services (1) scheduled cleans of park restrooms @\$45 per clean as set forth in **Exhibit A** and (2) Enviroshield Disinfection of playground as set forth \$300 per week, as set forth in **Exhibit B**.

Paragraph 4 of the Original Agreement is repealed in its entirety and replaced with a new Paragraph 4 to read as follows:

"4. Jan-Pro sends invoices at the beginning of each month for the prior month at the amount of the monthly rate set forth in Exhibit A and Exhibit B. For bathroom cleanings, partial months will be pro-rated based on the number of cleanings from the prior month multiplied by the "per clean" rate (\$45.00) and for playground cleanings on the "per week" rate (\$300.00). Payment terms at net 10 days. Any changes to the frequency of the recurring janitorial services set forth in Exhibit A will be calculated as the "per clean" rate (\$46.00) or per week rate (\$300.00), as applicable, times the number of cleaning per month as the new monthly rate. All additional services are invoiced as incurred, with payment terms at net 10 days. A finance charge of 1.5% per month (minimum \$15.00) is assessed on all delinquent accounts over 60 days."

ALL OTHER TERMS TO REMAIN IN EFFECT

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

COUNTERPARTS

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

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

CITY OF TWIN OAKS

**J & B FRANCHISE VENTURE, INC. d/b/a
JAN-PRO Cleaning Systems of St. Louis**

Title: _____

Title: _____

Exhibit A

C2002



SPECIALS AND EXTRA WORK AUTHORIZATION

Work Order Date: 09/29/2020
Total Billing Amount: \$360.0 (Excluding any applicable tax)
Customer Name: City of Twin Oaks
Contact Name: Frank Johnson
Service Address: 1381 Big Bend Rd; st louis, mo 63021
Telephone: (636) 225-7873 Fax: Email: fjohnson@cityoftwinoaks.com

Services Performed: Deep Clean

Service Details: 8 scheduled cleans of park restrooms @\$45 per clean.

Alarm Code:

Account Emergency Contact: Emergency Telephone:

Franchisee Name: Franchisee Phone:

Terms & Conditions same as those of customer contract. If customer does not have a regular service contract with Jan-Pro, **All special services require 50% deposit prior to services taking place and remainder of balance due upon completion of project.**

Authorized By Name: Signature: Date: **JAN-PRO Representative** Name: Alex Pulos Signature: Date:

CUSTOMER APPROVAL OF COMPLETED WORK

Date Confirmed: **Date Completed:**

Billing Contact: Frank Johnson
Billing Address: 1381 Big Bend Rd; St Louis , mo 63021
Billing Telephone: (636) 225-7873
Billing Fax:

Customer comments:

Service satisfactory confirmed: _____
(Customer Signature)

JAN-PRO OPERATIONS SIGNATURE DATE
Cleaning & Disinfecting Services provided by independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchisees

Exhibit B

C2002



SPECIALS AND EXTRA WORK AUTHORIZATION

Work Order Date: 10/01/2020
Total Billing Amount: \$1200.0 (Excluding any applicable tax)
Customer Name: City of Twin Oaks
Contact Name: Frank Johnson
Service Address: 1381 Big Bend Rd; st louis, mo 63021
Telephone: (636) 225-7873 Fax: Email: fjohnson@cityoftwinoaks.com
Services Performed: EnviroShield

Service Details: \$300 per week Enviroshield Disinfection of playground.

Alarm Code:

Account Emergency Contact: Emergency Telephone:

Franchisee Name: Franchisee Phone:

Terms & Conditions same as those of customer contract. If customer does not have a regular service contract with Jan-Pro, All special services require 50% deposit prior to services taking place and remainder of balance due upon completion of project.

Authorized By JAN-PRO Representative
Name: Name: Alex Pulos
Signature: Signature:
Date: Date:

CUSTOMER APPROVAL OF COMPLETED WORK

Date Confirmed: Date Completed:

Billing Contact: Frank Johnson
Billing Address: 1381 Big Bend Rd; St Louis , mo 63021
Billing Telephone: (636) 225-7873
Billing Fax:

Customer comments:

Service satisfactory confirmed: (Customer Signature)

JAN-PRO OPERATIONS SIGNATURE DATE
Cleaning & Disinfecting Services provided by independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchisees

Memo to: Board of Aldermen
From: Frank Johnson, City Clerk
Subject: Credit Card Payments
Date: October 7, 2020

STAFF RECOMENDATION

- Staff recommends taking the steps to acquire and set up credit card payment abilities with Enterprise Bank with an initial convenience fee of 2 percent for all transactions.

BACKGROUND

Enterprise Bank offers the ability for the City of Twin Oaks to accept payments from all major credit cards. The process is relatively simple, but there are a variety of initial and ongoing costs:

Expense	Cost	Frequency
Credit Card Terminal	\$325	One-time
Customer-facing Pinpad (optional)	\$165	One-time
Maintenance Fee	\$9.95	Monthly
PCI Compliance Fee	\$9.50	Monthly
Breach Insurance (optional)	\$5.95	Monthly
Membership Regulatory Fee	\$69.95	Yearly

In addition, there is a per swipe cost that is charged by the credit card companies. For most government organizations, this is typically passed on directly to customers as a convenience fee.

The exact amount varies by the type of debit or credit card, from 0.8 percent for a basic debit card to 2.1 percent for higher-end credit cards. On top of this, Enterprise adds 0.5 percent plus \$0.15 per transaction. This actually compares favorably to other leading credit card payment providers (Strip, Square, Paypal, etc.), who typically charge 3 percent plus \$0.30 per transaction.

The reason for this difference is that the City will be set up with its own “merchant account,” unlike when using third-party provider such as Square or Stripe. This does mean the City has a few extra compliance requirements, but Enterprise has a dedicated Payment Card Industry (PCI) compliance team that can assist the City with filling the required annual paperwork.

Another advantage to working directly with a financial institution such as Enterprise is that the payments are processed as daily whole deposits. If we processing \$100 of transactions on Monday, we receive \$100 into our bank account on Tuesday.

St. Louis County Department of Public Health: Halloween Safety Advice

Wondering how you can celebrate Halloween safely during a COVID-19 pandemic?

Although COVID-19 doesn't take a holiday, it's still possible to have fun on Halloween. To help residents assess the risk of Halloween-related activities, the St. Louis County Department of Public Health has produced the following chart. **GREEN** events are considered safe, **YELLOW** means use caution, and **RED** means high risk.

- **GREEN (low-risk activities)**

- Home decorating
- Pumpkin-carving at home
- Putting on a candy scavenger hunt on your property for family members
- Watching Halloween movies or playing online games virtually with friends
- Putting on virtual costume parties (award a prize for best costume!)
- Hosting virtual family get-togethers
- Leaving individual portions of wrapped candy outside.

- **YELLOW (activities with risk):**

- Small group gatherings outdoors, with participants socially distanced and wearing masks
- Outdoor mazes, with socially distanced and masked participants (avoid screaming, as it can easily spread the coronavirus)
- Drive-through trunk-or-treat events
- Leaving individual portions of candy on a porch or table outside for passers-by.

- **RED (high-risk activities):**

- Any indoor gathering
- Large outdoor gatherings
- Traditional, door-to-door trick-or-treating
- Celebrating in restaurants or bars that don't provide for sufficient social distancing
- Public haunted houses.

It's important to note that any large, public event, including block parties, haunted houses and other holiday gatherings, **MUST** submit a safety plan to DPH and have it approved before opening. Email now to: business-covid@stlouisco.com

For more ideas on how to celebrate safely, visit stlcorona.com. Finally, remember that whatever options you choose this Halloween: Stay at least six feet away from others; wear a cloth or surgical face mask when in public (a costume mask is not enough); wash your hands frequently; avoid screaming around others; and **HAVE FUN**.

City Clerk's Report

City of Twin Oaks, Board of Alderman

October 2, 2020

General Updates

Enterprise Bank Credit Card

- City staff are currently in the process of changing the credit card used for purchases. We will be switching from the current Mastercard from Meramec Valley Bank to a Visa card from Enterprise Bank that offers 1 percent cash back on all purchases. The cash bank is automatically credited to our account statement each month, and there is no annual fee. The current Mastercard offers no rewards program.

Snow Removal

- The City has received this year's contract for snow removal. There are no changes to the prices from 2019 (\$115 per hour for snow removal, \$245 per ton for salt).

Leaf Removal

- The City has designed and printed postcards about the leaf pick up dates that will be mailed to residents next week.

CARES Act Funds

- City staff is currently working on preparing the application for St. Louis County's Municipal Relief Program, which is being used to distribute \$47 million of CARES ACT funds to municipalities. For more detail, see the summary of the funds the city is requesting in your board packet.

Project Updates

Golden Oak Court Lighting

- Ameren is currently estimating that they will get the light installed the week of Oct. 5. It will be a post-top LED light.

Autumn Leaf Runoff

- Mayor Fortune and myself met with representatives from the church on Sept. 25 and received preliminary agreement from the Twin Oaks Presbyterian Church on construction of the berm around the athletic field. We will be meeting with BFA at the church to do a field inspection of the area and discuss the project on Oct. 7.

Resealing/Overlay for Park Paths

- Currently in the process of obtaining bids for this work. Due to the late time of year, it's possible that this project will be scheduled for next spring.

Crescent Road Landscaping

- Currently in the process of getting an updated list of tree plantings from Davey Tree, with bid solicitation to follow. This project may also need to be scheduled for next spring.

Golden Oak Landscaping of Circles

- John has identified grasses and other plantings that can be used to beautify this area. Planting will take place next spring.

Repainting of Traffic Stop Bars

- Received an estimate for the project from Traffic Control on Sept. 21 and work was completed on Oct. 2.

Boly Lane Entrance Lighting

- Light is installed and work is complete.