

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBER, TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, SEPTEMBER 22, 2021, 7:00 p.m.**

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

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 1, 2021
 - b) Board of Aldermen Special Session Minutes from September 3, 2021
 - c) Bills List from August 29, 2021 to September 17, 2021
 - d) Credit Card Statement from August 1, 2021 to August 31, 2021
- 6) **PUBLIC HEARING:**
 - a) Setting Real Property Tax Rates for the 2021 Calendar Tax Year
- 7) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Financial Statements — Jeff Blume
- 8) PRELIMINARY CITIZEN COMMENTS
- 9) NEW BUSINESS
 - a) Resolution No. 2021-27: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH TOPPS PAVING AND SEALING, LLC FOR CERTAIN MAINTENANCE WORK ON CRESCENT ROAD AND BIRNAMWOOD TRAILS DRIVE
 - b) Bill No. 21-16: AN ORDINANCE AMENDING CHAPTER 600 OF THE MUNICIPAL CODE OF THE CITY OF TWIN OAKS PERTAINING TO ALCHOLIC BEVERAGES
 - c) Bill No. 21-17: AN ORDINANCE ESTABLISHING THE ANNUAL RATE OF TAX LEVY FOR THE YEAR 2021 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

10) DISCUSSION ITEMS

11) ATTORNEY'S REPORT

12) CITY CLERK'S REPORT

13) MAYOR AND ALDERMEN COMMENTS

14) FINAL CITIZEN COMMENTS

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

15) ADJOURNMENT

Frank Johnson
City Clerk

POSTED: September 20, 2021, 3 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 1, 2021**

The meeting of the Twin Oaks Board of Aldermen was called to order at 7:00 pm. Roll Call was taken:

Mayor: Russ Fortune – yea

Aldermen: April Milne – absent
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 for a motion to approve the agenda. Alderman Whitmore so motioned, seconded by Alderman Stoeckl. The motion passed by a voice vote.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of the August 18, 2021 Regular Session Minutes; August 18, 2021 Work Session Minutes and the Bills List from August 14, 2021 to August 28, 2021. Alderman Stoeckl so motioned, seconded by Alderman Eisenhauer. The motion passed by voice vote.

REPORTS OF COMMITTEES/COMMISSIONS/CONTRACTORS

Police Report-Officer John Wehner: Officer Wehner reviewed the August Police Report as well as the hours logged on the bike for August. Officer Wehner has been sitting on Crescent Avenue and Crescent Road at various times between 6:00 a.m. and 3:00 p.m. He did not encounter anyone speeding during the time he was there. It is very hard to sit secluded since the radar gun needs to be in sight of the oncoming cars. He has also sat on Autumn Leaf and Boly running radar.

Mayor Fortune stated that a resident in the area of Crescent Avenue sat one day by the stop sign at Crescent Avenue and Golden Oak and handed flowers out to everyone that stopped

at the stop sign. They had very positive feedback from those drivers who received the flowers.

Alderman Whitmore asked if it is possible to get the City's existing radar signs working. He stated that Officer Wehner did not feel that the high rate of speed being detected by the sign on Crescent Avenue was correct. Officer Wehner stated that the sign at Crescent Avenue and Crescent Road clocked a car going 70 mph. He feels that a car going that fast along that road would have lost control or would have been reported to the police at that time.

Mayor Fortune feels that the data packet on the signs are not set correctly.

Alderman Eisenhauer stated she would like the City to get the radar signs in working order.

PRELIMINARY CITIZEN COMMENTS

There were no preliminary citizen comments.

NEW BUSINESS

Bill No. 21-15-An Ordinance Amending the Personnel Policy of the City of Twin Oaks: First reading of Bill No. 21-15 was read. Attorney Rost stated that the policy was cleaned up and made clear. Mayor Fortune asked if there were any questions concerning Bill No. 21-15. The second reading of Bill No. 21-15 was read. Alderman Whitmore motioned to approve Bill No. 21-15, seconded by Alderman Eisenhauer and the motion passed on a roll call vote as follows: Aldermen Milne-absent, Eisenhauer-yea Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 21-15 being duly passed by a vote of 3 yeas and 1 absent becomes Ordinance No. 21-15.

Resolution 2021-26-A Resolution Of The Twin Oaks Board Of Aldermen Approving An Agreement With The Brain Mill, Inc. For Information Technology Services And A One-Time Purchase Of A Server And External USB Drive: Mayor Fortune asked for any questions concerning Resolution 2021-26. Mayor Fortune asked for a motion to approve Resolution 2021-26. Alderman Stoeckl motioned to approve Resolution 2021-26, seconded by Alderman Whitmore. The motion passed by voice vote of three yes, one absent.

ATTORNEY'S REPORT

Attorney Rost stated that the Missouri law on alcohol sales has changed. The City will need to decide if they would like to make the changes now or wait. Alderman Eisenhauer stated that these changes will be part of the Statutory Update, however the City may want to make the changes now.

Ace Hardware/Westlake is very close to signing a contract with Inland to occupy a portion of the former Shop n Save. Attorney Rost is hoping to get the plans to the Planning and Zoning Commission in October.

MAYOR AND ALDERMAN COMMENTS

Mayor Fortune reminded the Board of the Special Board of Aldermen meeting on Friday, September 3rd at 10:00 a.m. and the next Board meeting has been rescheduled from Wednesday, September 15th to Wednesday, September 22nd.

Alderman Whitmore is concerned with the cell tower at the Twin Oaks Park. The wires have been exposed for some time and if they are not working on the tower could they put the cover back over the wires and raise the flags back up until they are ready to begin work again. Attorney Rost will check into the lease agreement if we are able to request this.

FINAL CITIZEN COMMENTS

There were no final citizen comments.

ADJOURNMENT

There being no further business, Alderman Whitmore motioned to adjourn the regular meeting at 7:41 p.m., seconded by Alderman Eisenhower 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/Administrator

Russ Fortune,
Mayor, Board of Aldermen

Board Work Session before the September 22nd meeting. The Board was in agreement. The Work Session will begin at 6:00 p.m.

Denise Deckert of 2 Golden Oak asked if the stormwater work could be done without the construction of the sidewalk. Mayor Fortune stated that yes the work could be done without the sidewalk construction, but the cost presented today would increase.

Karen Dresner of 80 Crescent Avenue was told there was not a stormwater issue when the Board first began talking about construction of the proposed sidewalk on Crescent Avenue. Mayor Fortune stated since the rains are heavier the stormwater issue is being brought to the forefront.

ADJOURNMENT

There being no further business, Alderman Stoeckl motioned to adjourn the special meeting at 10:45 a.m., seconded by Alderman Eisenhauer 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/Administrator

Russ Fortune,
Mayor, Board of Aldermen

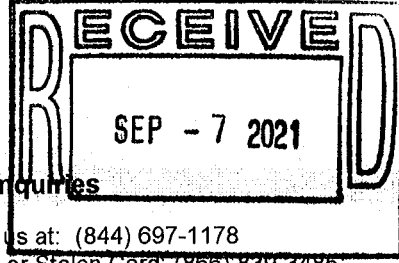
**City of Twin Oaks
Bills and Applied Payments
August 29, 2021 to September 17, 2021**

Check No.	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
	9/13/2021					
12007	CJ Thomas Company	Addition of new City truck	299636	\$731.00	\$731.00	9/22/2021
12008	Traffic Control	Holders for yard signs	13594-IN	\$68.34	\$68.34	9/22/2021
12009	BFA Engineering	Crescent Ave. sidewalk project-markup of part of underground electric at 90 Crescent Ave sidewalk design at roadway crossing; sidewalk design at roadway crossing; discuss utilities; toon with Frank re schedule and scope; went over project agenda with TSC; prepare ROW cost estimate; composed proposal; review plans and documents; working on grading; retaining wall design; go over grading and stormwater drainage at 90 Crescent; review ROW scope; review cost est.; retaining wall grading design ROW proposal; review estimates; email with Frank re scope; review grading plan; Tcon with Paul re ROW; discuss ROW and TCE with MRF; added stormwater sewer pipe; updated cost estimate; updated retaining walls; worked on alterations; added additional information to plan sheets; markups for cover sheets; update the cost estimates; review plans; emails with P. Rost; discuss surveying with JBS and MRF; go over cost with RII; submit; alterations to plan sheet; printing off plans and adding binder strips; Tcon with Frank re prel plans and cost; go over markups with CMB; made alterations proposals; review and submit prel plans and cost est.; prep for meeting; site visit; City workshop; half travel; City work shop; site visit; half drive time; City workshop; stormwater discuss stormwater design with F. Johnson; download pictures and notes from workshop; stormwater, discussed items to be obtained to determine flow of stormwater; discuss with CMB; discuss different possible flow paths for the stormwater; review contours and available data; gather info to determine watersheds; delineated watershed to 90 Crescent Ave with MSD map; review calculations; determine previous and impervious areas; determined 15 yr- 20 min rate; determine volumes for 2 yr 24 hr, 10 yr 24 hr; 100 yr 24 yr; did calcs for Channel Protection; cost estimates for Option 2; review options and summary; cost estimates and maps for Option 1-5; put together cover sheet; review cost est and summary of options; go over project with RII	14798	\$7,215.45		
	7/12/2021	Autumn Leaf -Storm Study-Tcon with Frank re Stl and TSCL; discuss berm with RII; Tcon with W. Hicks re permit/work on exhibit and email to W. Hicks	14799	\$275.00	\$7,490.45	9/22/2021
12010	Circus Kaput, LLC	Final payment for Family Fun Day 2021	5318	\$742.50	\$742.50	9/22/2021
12011	City of Des Peres	Memberships for July and August		\$185.00	\$185.00	9/22/2021
12012	Cunningham, Vogel & Rost	Revise form contract re insurance after Buchanan County case; revise form contract re insurance I research re same; teleconference with T. Campbell re items needed for Crescent Ave. sidewalk project; review license agreement for ALDI park lot; review Crescent Ave. sidewalk project sheets for necessary utility movement and easements; correspondence re utilities responsibility to move facilities; review and revise mulch bid package and draft agreement therefor; review and revise tree service bid package and draft agreement therefor; correspondence with F. Johnson re information related thereto; review and revise terms and conditions in light of new case law re insurance; review proposal and prior agreement and draft legislation for BrainMill contract; draft agreement; draft ordinance updating personnel policy; revise sign code per P&Z direction; revise sign code per P&Z direction; revise sign code; teleconference with representatives of Westlake Hardware and Inland re deveopment review meeting agenda; teleconference with F. Johnson re ARPA; teleconference with F. Johnson re Family Fun Day contract and draft addendum for same; prepare for and attend the Board work session and regular meeting; correspondence with F. Johnson re insurance ; correspondence with T. Campbell and F. Johnson re Crescent ROW acquisition documents and review same; review plans for existing easements and review easement encroachment document; review Crescent sidewalk issues; review Board packet; prepare for worksession, Board meeting and closed session; teleconference with F. Johnson re propane tank permit, etc.; teleconference with F. Johnson re use tax and various items; review and revise closed minutes; prepare for and attend P&Z Commission meeting; review items for special meeting re Crescent Ave. project; review memo re sidewalk project; correspondence with D. Kwiatkowski at Inland; review BFA stormwater calculations and proposals for Crescent Ave. sidewalk project; prepare for call with Inland/Westlake re proposed development and develop possible timeline for same; review agenda items for the	66082	\$3,003.00		
12013	Davey Tree Expert Company	Fertilizer, weed & insect control	915961590	\$101.00	\$101.00	9/22/2021
12014	Game World Event Services	Payment for Family Fun Day 2021		\$1,967.00	\$1,967.30	9/22/2021
12015	General Code	Supp. #6 for City codebook		\$922.23	\$922.23	9/22/2021
12016	Harvey's Services, Inc.	Mowing for City, Park and City Hall		\$3,944.35	\$3,944.35	9/22/2021
12017	Jolly Jumps of St. Louis	Final payment for Family Fun Day 2021		\$707.00	\$707.00	9/22/2021
12018	Lake Management Services, Inc.	Treatment for Park Lake	18289	\$379.00	\$379.00	9/22/2021
12019	Marco Technologies	Copies for 7/25/2021 to 8/24/2021	9054190	\$80.80		
	9/8/2021	Contract base rate change for 8/25/2021 to 9/24/2021	9109326	\$62.65	\$143.45	9/22/2021
12020	Christian the Magician	Final payment for Family Fun Day 2021		\$275.00	\$275.00	9/22/2021
12021	Seal the Deal					

		8/30/2021	Decal for new City truck	4112	\$415.00		
		8/27/2021	Envelopes for City Hall	4113	\$455.00	\$870.00	9/22/2021
12022	St. Louis County Treasurer-Public Works	8/29/2021	(5) Apartment occupancy inspections		\$375.00	\$375.00	9/22/2021
12023	Upper Limits		Final payment for Family Fun Day 2021		\$425.00	\$425.00	9/22/2021
12024	Vince Martin		Final payment for September 24th concert in the Park		\$387.50	\$387.50	9/22/2021
12025	World Bird Sanctuary		Payment for Family Fun Day 2021		\$488.25	\$488.25	9/22/2021
12026	Janice and Farrell Winchester		Reimbursement for Pavilion rental		\$50.00	\$50.00	9/22/2021
12027	Jami Choinka		Alcohol deposit reimbursement for Park rental		\$100.00	\$100.00	9/22/2021
12028	Jeremy Dye		Alcohol deposit reimbursement for Park rental		\$100.00	\$100.00	9/22/2021
12029	Katie Proctor		Alcohol deposit reimbursement for Park rental		\$100.00	\$100.00	9/22/2021
12030	Krista Rowe		Alcohol deposit reimbursement for Park rental		\$100.00	\$100.00	9/22/2021
12031	Linda Knoll		Alcohol deposit reimbursement for Park rental		\$100.00	\$100.00	9/22/2021
12032	Paul Hart		Community Room deposit reimbursement		\$100.00	\$100.00	9/22/2021
12033	St. Louis County Treasurer		September Police contract		\$11,472.92	\$11,472.92	9/22/2021
12034	TruGreen		Lawn treatment at City Hall		\$79.00	\$79.00	9/22/2021
12035	Accident Fund		Installment payment		\$1,320.00	\$1,320.00	9/22/2021
AutoPay	Spire	8/25/2021	Monthly charge for City Hall		\$42.97	\$42.97	9/7/2021
AutoPay	Spire	8/25/2021	Monthly charge for 50 Crescent Ave		\$27.85	\$27.85	9/9/2021
AutoPay	Metropolitan St. Louis Sewer District	8/24/2021	Monthly charge for 50 Crescent Ave		\$63.50	\$63.50	9/13/2021
Online	Enterprise Bank Visa	8/31/2021	Monthly charges for August		\$1,219.42	\$1,219.42	9/14/2021
AutoPay	MO-American Water Company	8/24/2021	Monthly charge for 13122 Big Bend Road Irrigation		\$625.15	\$625.15	9/15/2021
AutoPay	Ameren Missouri	9/2/2021	Monthly charge for street lights		\$596.82	\$596.82	9/17/2021
AutoPay	MO-American Water Company	9/2/2021	Monthly charge for 1 Twin Oaks Ct. Firepark		\$25.20	\$25.20	9/24/2021
AutoPay	Waste Management	8/27/2021	Monthly charge for City trash collection		\$4,001.10	\$4,001.10	9/26/2021
AutoPay	AT&T	9/6/2021	Monthly charge for City Hall		\$109.19	\$109.19	9/27/2021
AutoPay	Metropolitan St. Louis Sewer District	9/8/2021	Monthly charge for City Hall		\$32.48	\$32.48	9/28/2021
AutoPay	AT&T	9/7/2021	Monthly charge for 50 Crescent Ave		\$85.06	\$85.06	9/28/2021
			Alderman				
			Alderman				

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

Date	Name	Memo/Description	Amount
8/1/2021	Enterprise Visa	Rebate Credit	-12.77
8/1/2021	Menard	Gas can and replacement spouts	32.82
8/1/2021	Petromart	Fuel for truck	15.00
8/2/2021	Intuit	Monthly charge	80.00
8/4/2021	Zoom	Monthly charge	14.99
8/4/2021	Stonegate Auto Parts	Carborator cleaner	11.38
8/9/2021	Arco Lawn Equipment	Chainsaw repair	193.42
8/10/2021	Petromart	Fuel for truck	80.25
8/20/2021	Fish Window Cleaning	City Hall outside windows	214.00
8/22/2021	Adobe	Monthly charge	14.99
8/22/2021	Office Depot	Copy paper	149.98
8/22/2021	Valley Park Elevator	Fish food	43.89
8/22/2021	Petromart	Fuel for truck	69.00
8/23/2021	Amazon	Coffee and tea for office	69.62
8/27/2021	Valley Park Elevator	Nuts and bolts to repair bridge	123.85
8/30/2021	Amazon	Yearly membership fee	119.00
			1,219.42

**Account Summary**

Billing Cycle		08/31/2021
Days In Billing Cycle		32
Previous Balance		\$1,242.07
Purchases	+	\$1,232.19
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$12.77-
Payments	-	\$1,242.07-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$1,219.42

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$8,780.58
Available Cash	\$8,780.58
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

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

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

Payment Summary

NEW BALANCE	\$1,219.42
MINIMUM PAYMENT	\$31.00
PAYMENT DUE DATE	09/25/2021

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

Corporate Activity

TOTAL CORPORATE ACTIVITY \$1,242.07-

Trans Date	Post Date	Reference Number	Transaction Description	Amount
08/13	08/13	2446587	INTERNET PMT-THANK YOU	\$1,242.07-

Cardholder Account Summary

FEE ACCT 00000877-010000 #### #### #### 1768	Payments & Other Credits \$12.77-	Purchases & Other Charges \$0.00	Cash Advances \$0.00	Total Activity \$12.77-
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Cardholder Account Detail

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/30	08/01		74142962107000000005400	REBATE CREDIT	\$12.77-

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

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



Account Number
 #### #### #### 1750

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

AMOUNT OF PAYMENT ENCLOSED

Closing Date 08/31/21	New Balance \$1,219.42	Total Minimum Payment Due \$31.00	Payment Due Date 09/25/21
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\$

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



MAKE CHECK PAYABLE TO:



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



BL ACCT 0000877-1000000

CITY OF TWIN OAKS

Account Number: #### #### #### 1750

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Cardholder Account Summary				
FRANK A JOHNSON #### #### #### 1776	Payments & Other Credits \$0.00	Purchases & Other Charges \$94.99	Cash Advances \$0.00	Total Activity \$94.99

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/01	08/02	PBUS03	24692161213100512088091	INTUIT * CL.INTUIT.COM CA	\$80.00
08/03	08/04	PBUS03	24011341215000048507079	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$14.99

Cardholder Account Summary				
THERESA GONZALES #### #### #### 1784	Payments & Other Credits \$0.00	Purchases & Other Charges \$567.59	Cash Advances \$0.00	Total Activity \$567.59

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/18	08/20	PBUS03	24498131231017025117364	FISH WINDOW CLEANING 636-779-1500 MO	\$214.00
08/21	08/22	PBUS03	24943001233700889304822	ADOBE ACROPRO SUBS 408-536-6000 CA	\$14.99
08/19	08/22	PBUS03	24137461232500783205668	OFFICE DEPOT #3373 MANCHESTER MO	\$149.98
08/22	08/23	PBUS03	24692161234100936899128	AMZN Mktg US*2D5YH6M32 Amzn.com/bill WA	\$69.62
08/29	08/30	PBUS03	24692161241100406093906	Amazon Prime*253YV3P30 Amzn.com/bill WA	\$119.00

Cardholder Account Summary				
JOHN WILLIAMS #### #### #### 1792	Payments & Other Credits \$0.00	Purchases & Other Charges \$569.61	Cash Advances \$0.00	Total Activity \$569.61

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/29	08/01	PBUS03	24137461211100246952066	MENARDS MANCHESTER MO MANCHESTER MO	\$32.82
07/30	08/01	PBUS03	24015171211004793442582	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$15.00
08/02	08/04	PBUS03	24701771215066901896738	STONEGATE AUTO PARTS 636-2253320 MO	\$11.38
08/06	08/09	PBUS03	24412901220030046911006	ARCO LAWN EQUIPMENT BALLWIN MO	\$193.42
08/09	08/10	PBUS03	24015171221001436267747	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$80.25
08/20	08/22	PBUS03	24323041232045900047803	VALLEY PARK ELEVATOR VALLEY PARK MO	\$43.89
08/20	08/22	PBUS03	24015171232003320670405	PHILLIPS 66 - PETROMART 7 VALLEY PARK MO	\$69.00
08/26	08/27	PBUS03	24323041238043500040900	VALLEY PARK ELEVATOR VALLEY PARK MO	\$123.85

Additional Information About Your Account

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.EZCARDINFO.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH EZCARDINFO. ENROLL TODAY!



CITY OF TWIN OAKS, MO

PROPERTY TAX LEVY HEARING

WEDNESDAY, SEPTEMBER 22, 2021

FOR CALENDAR YEAR 2021

CITY OF TWIN OAKS, MO

PROPERTY TAX LEVY METHODOLOGY

All property tax levy rates in the State of Missouri are governed by the ***Hancock Amendment*** which stipulates that a taxing authority may only collect property taxes which do not exceed

- Same amount collected in the prior year,
- Plus the value of the Consumer Price Index, as certified by State Tax Commission, in other words – inflation,
- Plus the value of new construction,
- Plus any newly authorized tax levy increase or
- Less any voluntary rollback

CITY OF TWIN OAKS, MO

PROPERTY VALUATION, RATE AND ANTICIPATED TAX COLLECTIONS SUMMARY FOR 2020

ASSESSED VALUES	2021		2020		2019		2018	
	Amount	Percent Change	Amount	Percent Change	Amount	Percent Change	Amount	Percent Change
Residential real property	\$11,311,730	38%	\$8,192,350	(30%)	\$11,750,900	111%	\$5,574,730	-
Commercial real property	10,063,120	(2%)	10,257,660	(12%)	11,606,390	29%	8,998,030	(5%)
Personal property	2,307,450	14%	2,016,650	51%	1,333,880	(9%)	1,459,740	4%
	\$23,682,300	16%	\$20,466,660	(17%)	\$24,691,170	54%	\$16,032,500	(2%)

GENERAL REVENUE

Tax Rates

Residential real property	0.0000	-	0.0000	-	0.0000	-	0.0000	-
Commercial real property	0.4190	9%	0.3850	13%	0.3400	6%	0.3220	7%
Personal property	0.0000	-	0.0000	-	0.0000	-	0.0000	-

Anticipated Tax Revenues

Residential real property	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Commercial real property	42,164	6.8%	39,492	0.1%	39,462	36.2%	28,974	1.4%
Personal property	-	-	-	-	-	-	-	-
	\$ 42,164	6.8%	\$ 39,492	0.1%	\$ 39,462	36.2%	\$ 28,974	1.4%



Summary Page

(2021)

For Political Subdivisions Other Than School Districts With a Separate Rate on Each Subclass of Property

City of Twin Oaks 09-096-0077 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information on the Informational Summary Page, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

Table with columns: Residential, Agriculture, Commercial, Personal Property, Prior Method Single Rate. Rows include: A. Prior year tax rate ceiling, B. Current year rate computed, C. Amount of rate increase authorized by voters for current year, D. Rate to compare to maximum authorized levy to determine tax rate ceiling, E. Maximum authorized levy, F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws, G. 1. Less required sales tax reduction, G. 2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies), H. Less voluntary reduction by political subdivision taken from tax rate ceiling (Line F), I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H, J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I), AA. Rate to be levied for debt service, if applicable (Form C, Line 10), BB. Additional special purposed rate authorized by voters after the prior year tax rates were set (Form B, Line 8 & Line 11 prior method if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

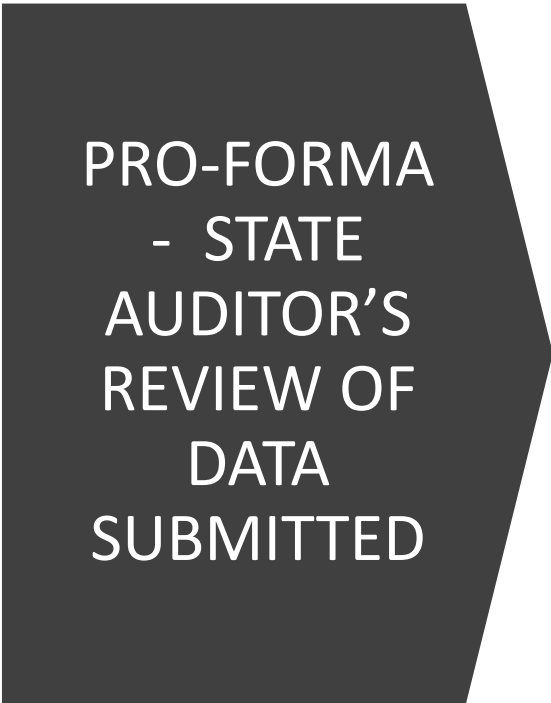
Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

(Date) (Signature) (Print Name) (Telephone)

Proposed rate to be entered on tax books by the county clerk based on the certification from the political subdivision:

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of the section. Lines: J AA BB

(Date) (County Clerk's Signature) (County) (Telephone)



PRO-FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED



**CITY OF
TWIN OAKS, MISSOURI**

**MONTHLY OPERATING
FINANCIAL STATEMENTS**

**AS OF AND FOR THE EIGHT
MONTHS ENDED AUGUST 31, 2021
AND AUGUST 31, 2020**

CITY OF TWIN OAKS
BALANCE SHEETS
AUGUST 31, 2021 and 2020

	2021	2020
ASSETS		
3-115 Enterprise Bank - Sewer Lateral 5757	\$ 37,894	\$ 56,683
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	10,489	10,480
9-112.1 Enterprise Bank- General Checking 5732	133,701	41,405
9-112.2 Enterprise Bank - Reserve Fund MMA 5740	803,262	994,486
9-112.3 Enterprise Bank - Special Account 5765	59,833	59,803
9-112.4 Enterprise Bank - Debt Service Retirement 6108	166,722	-
9-122.2 CD Meramec Valley .5987 9/8/19	116,054	115,189
9-128 Escrow Deposits Payable	(5,000)	(10,000)
9-129 Accrued Interest	88	88
Total Bank Accounts	1,323,280	1,268,370
9-130 Accounts Receivable	(887)	854
1-180 Taxes Receivable - Road	13,144	8,324
2-180 Taxes Receivable - Park	44,403	62,578
3-180 Taxes Receivable - Sewer Lateral	1,512	1,497
4-180 Taxes Receivable - CI	45,343	53,192
9-144 Prepaid Items	6,916	7,057
9-180 Taxes Receivable - GF	137,436	151,372
9-180.1 Deferred Property Taxes Receivable	14,741	14,741
TOTAL ASSETS	\$ 1,585,888	\$ 1,567,985
LIABILITIES AND FUND BALANCE		
Liabilities		
Total Credit Cards	\$ 1,423	\$ 3,427
1-201 Accounts Payable - Cap Improve	5,341	9,540
2-201 Accounts Payable - Parks	5,174	7,386
2-240 Park Reservation Deposits	2,900	1,550
9-201 Accounts Payable - GF	14,605	10,673
9-233 LAGER Liability	(2,210)	377
9-239 Accrued Payroll	8,883	14,512
9-240 Community Room Deposits	820	680
9-281 Deferred property tax revenue-Annual Assesment	14,741	14,741
9-281.1 Deferred property tax revenue-Negative Receipts	3,658	-
TOTAL LIABILITIES	55,335	62,886
FUND BALANCE		
1-301 Road Fund Balance	24,122	24,122
2-301 Park & Storm Fund Balance	231,363	231,363
3-301 Sewer Lateral Fund Balance	65,427	65,427
4-301 Cap Impr Fund Balance	458,445	458,445
9-301 General Fund Balance	502,293	502,293
9-390 Retained Earnings	167,737	(2)
Net Change in Fund Balance	81,165	223,451
TOTAL FUND BALANCE	1,530,553	1,505,099
TOTAL LIABILITIES AND FUND BALANCE	\$ 1,585,888	\$ 1,567,985

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

	AUGUST 31, 2021							AUGUST 31, 2020			
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE FAV / (UNFAV)	
										Amount	%
REVENUES RECEIVED											
Sales Taxes	\$ -	\$ 153,124	\$ -	\$ 180,146	\$ 319,613	\$ 652,883	\$ 975,200	67 %	\$ 664,156	\$ (11,273)	(2)%
Property Taxes	-	-	13,904	-	35,599	49,503	56,100	88 %	55,635	(6,132)	(11)%
Intergovernmental Taxes	-	-	6,852	-	11,949	18,801	24,100	78 %	20,401	(1,599)	(8)%
Licenses, Permits & Fees	1,746	-	-	-	94,731	96,477	90,900	106 %	88,134	8,343	9 %
Miscellaneous Revenue	-	-	-	3,820	40,377	44,197	3,300	1,339 %	3,051	41,146	1,349 %
Interest Income	31	-	-	-	1,003	1,034	2,700	38 %	2,078	(1,044)	(50)%
	1,777	153,124	20,756	183,966	503,272	862,895	1,152,300	75 %	833,454	29,441	4 %
EXPENDITURES PAID											
Personnel Services	-	-	34,437	23,470	113,160	171,067	264,800	65 %	149,341	(21,726)	(15)%
Administrative	-	-	-	-	83,250	83,250	100,600	83 %	71,901	(11,349)	(16)%
Operating	20,943	-	57,595	31,423	51,871	161,832	242,900	67 %	125,268	(36,564)	(29)%
Contractual	-	-	-	-	53,362	53,362	89,200	60 %	50,055	(3,307)	(7)%
Police	-	-	-	-	80,310	80,310	131,700	61 %	88,740	8,429	9 %
Lease	-	-	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	7,571	34,256	-	41,827	71,700	58 %	28,772	(13,055)	(45)%
Debt Service	-	142,786	-	-	-	142,786	142,800	100 %	71,379	(71,407)	(100)%
Capital additions											
Stormwater	-	-	-	2,920	-	2,920	-	-	-	(2,920)	-
Other	-	-	26,879	17,496	-	44,375	140,000	32 %	24,549	(19,827)	(81)%
Total	20,943	142,786	126,482	109,565	381,954	781,730	1,183,700	66 %	610,003	(171,726)	(28)%
Excess (deficiency) of revenues over (under) expenditures	(19,165)	10,337	(105,726)	74,401	121,318	81,165	(31,400)	(258)%	223,451	(142,285)	(64)%
OTHER SOURCES(USES) OF FUND											
Transfers	-	(10,526)	105,726	(38,100)	(57,100)	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(19,165)	(189)	(0)	36,301	64,218	81,165	(31,400)	(258)%	223,451	\$ (142,285)	(64)%
FUND BALANCE -											
Beginning of Year	65,527	449,445	24,118	298,963	462,793	1,300,846	1,300,846		1,636,419		
End of Period	\$ 46,362	\$ 449,256	\$ 24,118	\$ 335,264	\$ 527,011	\$ 1,382,011	\$ 1,269,446		\$ 1,859,870		
CHANGE IN FUND BALANCE											
Budget	3,200	(6,300)	(4,100)	55,500	(79,700)	(31,400)					
Actual Over/(Under) Budget	\$ (22,365)	\$ 6,111	\$ 4,100	\$ (19,199)	\$ 143,918	\$ 112,565					

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

		BUDGET - FYE 12/31/2021					
		Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED							
Sales Taxes	\$ -	\$ 242,300	\$ -	\$ 276,600	\$ 456,300	\$ 975,200	
Property Taxes	-	-	33,200	-	22,900	56,100	
Intergovernmental Taxes	-	-	8,600	-	15,500	24,100	
Licenses, Permits & Fees	4,200	-	-	-	86,700	90,900	
Grants	-	-	-	-	-	-	
Miscellaneous Revenue	-	-	-	400	2,900	3,300	
Interest Income	2,000	-	-	-	700	2,700	
	6,200	242,300	41,800	277,000	585,000	1,152,300	
EXPENDITURES PAID							
Court	-	-	-	-	-	-	
Personnel Services	-	-	45,800	40,900	178,100	264,800	
Administrative	-	-	-	-	100,600	100,600	
Operating	3,000	-	84,800	75,700	79,400	242,900	
Contractual	-	-	-	-	89,200	89,200	
Police	-	-	-	-	131,700	131,700	
Lease	-	-	-	-	-	-	
Repairs and Maintenance	-	-	24,000	47,700	-	71,700	
Debt Service	-	142,800	-	-	-	142,800	
Capital additions							
Stormwater	-	-	-	-	-	-	
Other	-	40,000	100,000	-	-	140,000	
Total	3,000	182,800	254,600	164,300	579,000	1,183,700	
Excess (deficiency) of revenues over (under) expenditures	3,200	59,500	(212,800)	112,700	6,000	(31,400)	
OTHER SOURCES(USES) OF FUND BALANCE							
Transfers	-	(65,800)	208,700	(57,200)	(85,700)	-	
CHANGE IN FUND BALANCE	3,200	(6,300)	(4,100)	55,500	(79,700)	(31,400)	
FUND BALANCE -							
Beginning of Year	65,527	449,445	24,118	298,963	462,793	1,300,846	
End of Period	\$ 68,727	\$ 443,145	\$ 20,018	\$ 354,463	\$ 383,093	\$ 1,269,446	
CHANGE IN FUND BALANCE							
Budget							
Actual Over/(Under) Budget							

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

ACTUAL - AUGUST 31, 2021						
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 153,124	\$ -	\$ 180,146	\$ 319,613	\$ 652,883
Property Taxes	-	-	13,904	-	35,599	49,503
Intergovernmental Taxes	-	-	6,852	-	11,949	18,801
Licenses, Permits & Fees	1,746	-	-	-	94,731	96,477
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	3,820	40,377	44,197
Interest Income	31	-	-	-	1,003	1,034
	1,777	153,124	20,756	183,966	503,272	862,895
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	34,437	23,470	113,160	171,067
Administrative	-	-	-	-	83,250	83,250
Operating	20,943	-	57,595	31,423	51,871	161,832
Contractual	-	-	-	-	53,362	53,362
Police	-	-	-	-	80,310	80,310
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	7,571	34,256	-	41,827
Debt Service	-	142,786	-	-	-	142,786
Capital additions						
Stormwater	-	-	-	2,920	-	2,920
Other	-	-	26,879	17,496	-	44,375
Total	20,943	142,786	126,482	109,565	381,954	781,730
Excess (deficiency) of revenues over (under) expenditures	(19,165)	10,337	(105,726)	74,401	121,318	81,165
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(19,165)	10,337	(105,726)	74,401	121,318	81,165
FUND BALANCE -						
Beginning of Year	65,527	449,445	24,118	298,963	462,793	1,300,846
End of Period	\$ 46,362	\$ 459,782	\$ (81,608)	\$ 373,364	\$ 584,111	\$ 1,382,011
CHANGE IN FUND BALANCE						
Budget	3,200	(6,300)	(4,100)	55,500	(79,700)	(31,400)
Actual Over/(Under) Budget	(22,365)	16,637	(101,626)	18,901	201,018	112,565

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

ACTUAL - AUGUST 31, 2020						
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 157,010	\$ -	\$ 184,718	\$ 322,428	\$ 664,156
Property Taxes	-	-	17,860	-	37,775	55,635
Intergovernmental Taxes	-	-	6,439	-	13,962	20,401
Licenses, Permits & Fees	1,619	-	-	-	86,515	88,134
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	300	2,751	3,051
Interest Income	198	-	-	-	1,880	2,078
	1,817	157,010	24,299	185,018	465,310	833,454
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	29,386	19,569	100,385	149,341
Administrative	-	-	-	-	71,901	71,901
Operating	3,993	-	52,846	23,647	44,782	125,268
Contractual	-	-	-	-	50,055	50,055
Police	-	-	-	-	88,740	88,740
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	11,470	17,302	-	28,772
Debt Service	-	71,379	-	-	-	71,379
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	7,607	16,942	-	24,549
Total	3,993	71,379	101,309	77,460	355,863	610,003
Excess (deficiency) of revenues over (under) expenditures	(2,176)	85,631	(77,010)	107,558	109,447	223,451
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	(145,166)	287,953	(85,672)	(57,115)	-
CHANGE IN FUND BALANCE	(2,176)	(59,535)	210,943	21,886	52,332	223,451
FUND BALANCE -						
Beginning of Year	61,151	503,433	-	509,480	562,355	1,636,419
End of Period	\$ 58,975	\$ 443,898	\$ 210,943	\$ 531,366	\$ 614,687	\$ 1,859,870
CHANGE IN FUND BALANCE						
Budget						
Actual Over/(Under) Budget						

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT WITH TOPPS PAVING AND
SEALING, LLC FOR CERTAIN MAINTENANCE WORK ON
CRESCENT ROAD AND BIRNAMWOOD TRAILS DRIVE.**

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, an agreement with the Topps Paving and Sealing, LLC for services related to the excavation and repair of approximately four (4) square yards of asphalt street surfaces and the installation of a drain system approximately thirty-three (33) feet in length at 147 Crescent Road in the City of Twin Oaks, and the surface patching of approximately five (5) square yards with new asphalt at 1506 Birnamwood Trails Drive at a total cost not to exceed \$4,498.00. The agreement shall be substantially in the form of the Agreement attached as Exhibit 1 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 22nd DAY OF SEPTEMBER 2021,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit 1
Professional Services Agreement

Twin Oaks, Missouri

CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____ 2021, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Topps Paving and Sealing, LLC**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 11502 Dorsett Road, Maryland Heights, Missouri 63043.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for services related to the excavation and repair of four (4) square yards of asphalt street surfaces and the installation of a drain system approximately thirty-three (33) feet in length at 147 Crescent Road in the City of Twin Oaks, and the surface patching of five (5) square yards with new asphalt at 1506 Birnamwood Trails Drive in the City of Twin Oaks, as described on Exhibit A (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

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

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Project of City: *Asphalt Street Excavation/Repair and Drainage System Installation at 147 Crescent Road, Twin Oaks, MO 63088, and Surface Patch Repair at 105 Birnamwood Trails Drive, Twin Oaks, MO 63021.*

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

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

II. 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 on Crescent Road or Birnamwood Trails Drive. 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 or north of its intersection with Big Bend Road shall be a material breach of this Contract.

II. COMPENSATION

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

Install Drain System (147 Crescent)	\$2,497.00
Saw Cut and Excavate Asphalt (147 Crescent Road)	\$1,110.00
Surface Patch (1506 Birnamwood)	\$891.00
<u>Total Due at the City’s final acceptance of the Work:</u>	<u>\$4,498.00</u>

III. TIME AND MANNER OF PAYMENTS

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

IV. CONTRACT SCHEDULE

Time is of the essence. The Work shall be commenced on _____, 2021, and shall be completed in a reasonable manner no later than _____, 2021. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$100.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

TOPPS PAVING AND SEALING, LLC

CITY OF TWIN OAKS

By _____

By _____

Title _____

DATED: _____

Title _____

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 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.

Attorney Fees' and Costs. The Consultant shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Consultant's breach of the Agreement, the Consultant's failure to perform any obligation or requirement contained herein, or the City's enforcement of 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

Topps Paving & Sealing, LLC.

11502 Dorsett Road
Maryland Heights, MO 63043
PH: (314) 705-8061 FAX: (314) 739-7258

Proposal Submitted to:
City of Twin Oaks
Attn John Williams
1381 Big Bend Blvd
Manchester MO

Date: 9/13/2021
Job Site: **147 Crescent Rd Valley Park**
Phone: (314) 574-7152
Email: jwilliams@villageoftwinoaks.org

We hereby propose to furnish labor and materials necessary to complete the following work:

SCOPE OF WORK: SAW CUT (1) AREA(S) AT APPROX. (4) SQUARE YARDS.

- SAW CUT:** Saw Cut or excavate asphalt to achieve stable sub-grade and haul away debris.
- ROCK:** Install up to 6 inches of inch minus rock as needed.
- TYPE C-MIX:** Install Type C - Mix Hot Asphalt using mechanical spreader and hand luting.
- COMPACTION:** Compact asphalt to smooth and even finish with a 3 - 5 ton power tandem roller.
- FINISH ROLL:** After initial compaction with heavy roller, surface to be finish rolled with 1-2 ton roller to create smooth surface.
- EDGES:** Milled edges to be finished with SS-1 and crushed Trap Rock to prevent peel up.

ASPHALT IMPROVEMENTS..... **\$1,110** (Price based on current asphalt cost of \$ 51 a ton)

Topps Asphalt Sealing & Paving is Fully Insured for your protection.

PAYMENT DUE UPON COMPLETION

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Respectfully Submitted

_____ Total \$ _____
Marc Janitch

Date _____ Signature: **X** _____
John Williams - Your Business Is Greatly Appreciated!

(Note--This proposal may be withdrawn by us if not accepted within 15 days. Call for quote after this time period)
Please provide a **day contact number** where you can be reached upon acceptance of this contract.

Work # (_____) _____ - _____ **Cell #** (_____) _____ - _____

Topps Paving & Sealing, LLC. - Drainage Solutions

11502 Dorsett Road

Maryland Heights, MO 63043

FAX: (314) 739-7258

PH: (314) 705-8061

Proposal submitted to:
City of Twin Oaks
Attn John Williams
1381 Big Bend Blvd
Manchester MO 63021

Date: 9/13/2021
Jobsite: **Same**
Phone: (314) 574-7152
Email: jwilliams@villageoftwinoaks.c

We hereby propose to furnish materials/labor necessary to complete the following work:

SCOPE OF WORK: INSTALL DRAIN SYSTEM AT APPROX. (33) FEET.

SET UP: Contact 1-800 Dig-Rite to locate underground utilities.

TRENCH: Trench area for drain system and haul away debris.

FABRIC: Install PROPEX WOVEN GEO-FABRIC over ground in ditch.

RIP RAP: Install 6" to 8" Drainage Rock in ditch to help prevent eroison.

DRAIN SYSTEM..... **\$2,497** (\$2500 is our minimum for any drainage system)

Topps Asphalt Sealing & Paving is Fully Insured for your protection.

PAYMENT DUE UPON COMPLETION

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Respectfully Submitted

_____ Total \$ _____

Marc Janitch

We accept  

Date _____

Signature: **X** _____

John Williams - Your Business is GREATLY Appreciated...!

(Note--This proposal may be withdrawn by us if not accepted within 15 days. Call for quote after this time period)
Please provide a **day contact number** where you can be reached upon acceptance of this contract.

Work # (_____) _____ - _____

Cell # (_____) _____ - _____

Topps Paving & Sealing, LLC.

11502 Dorsett Road
Maryland Heights, MO 63043
PH: (314) 705-8061 FAX: (314) 739-7258

Proposal submitted to:
City of Twin Oaks
Attn John Williams
1381 Big Bend Blvd
Manchester MO

Date: 9/13/2021
Job Site: **1506 Birnamwood Trails Dr Va**
Phone: (314) 574-7152
Email: jwilliams@villageoftwinoaks.org

We hereby propose to furnish labor and materials necessary to complete the following work:

SCOPE OF WORK: SURFACE PATCH (1) AREA(S) AT APPROX. (5) SQ. YARDS WITH NEW ASPHALT.

- PREPARATION:** Clean surface of dirt and debris using wire brushes, brooms, and air blowers.
- CHIP & REMOVE:** Remove **loose and unstable** asphalt pieces and haul away debris.
- TACK COAT:** Apply SS-1 Liquid Emulsion at .12 gal per square yard to **assure maximum bonding** of new asphalt to old.
- TYPE C-MIX:** Install Type C - Mix Hot Asphalt using mechanical spreader and hand luting.
- FINISH ROLL:** Compaction with a 1-2 ton vibratory roller to create a smooth surface.
- EDGES:** Surface pave to be finished with SS-1 and crushed Trap Rock to **prevent peel up.**

ASPHALT IMPROVEMENTS.....

Topps Asphalt Sealing & Paving is Fully Insured for your protection.

PAYMENT DUE UPON COMPLETION

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Respectfully Submitted

_____ Total \$ _____
Marc Janitch

Date _____ Signature: **X** _____
John Williams - Your Business Is Greatly Appreciated!

(Note--This proposal may be withdrawn by us if not accepted within 15 days. Call for quote after this time period)
Please provide a **day contact number** where you can be reached upon acceptance of this contract.

Work # (_____) _____ - _____ **Cell #** (_____) _____ - _____

ACCEPTANCE: This proposal must be signed and returned before any field work can commence and it expires thirty (30) days from the date hereof and may be accepted at any later date at the sole option of Topps Paving & Sealing LLC, (hereinafter referred to as contractor). Upon receipt it is understood the foregoing, including the terms, conditions and notices set forth below, will constitute the full and complete agreement between us.

COMMENCEMENT OF WORK: If Contractor is delayed in the performance of the Work by any act or omission of Owner or of any employee, agent, or subcontractor of Owner, or by any Change Order, any strike or other labor dispute, or unavoidable casualty, unusual weather conditions, or any other cause which the Contractor could not reasonably control, the time for completion shall be extended for a period equal to the length of such delay. Contractor will not be held liable for loss, damage, or delay occasioned by material shortage, inclement weather, strikes, force majeure, inadequate site conditions or any other cause beyond the reasonable control of Contractor. Contractor shall be granted unimpeded access to perform its scope of work. Contractor shall be compensated for delays due to others at the project site.

UNFORESEEN CONDITIONS: Should concealed conditions encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in existing structures be at variance with the conditions indicated by the Plans and Specifications of other written instruments or documents provided by Owner or Owner's Architect/Engineer, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in existing structures of an unusual nature, differing materially from those ordinarily encountered in work of the character provided for herein, be encountered, Contractor may require the Contract Sum and the time of completion be equitably adjusted upon written claim made within thirty (30) days after Contractor's first observance of the conditions. If Owner does not approve Contractor's claim within ten (10) days after its receipt, Contractor shall have the right to stop all work until Owner & Contractor can agree upon appropriate adjustments.

NOTE: Excavation of existing asphalt is bid for 2-3" depth of removal. Asphalt excavation exceeding 3" because of unforeseen overlay or other reason will be billed to Owner to compensate Contractor appropriately for any additional expenses Incurred from excavating beyond 3" depth and an appropriate margin of profit as based on the job total.

PRICES: This proposal is based on labor, material and equipment costs on the date hereof and is subject to changes in price on a dollar to dollar basis in labor and or material incurred or occurring after the proposal valid date and prior to contract execution. Contractor shall be compensated for work performed at the verbal or written request of owner or owner's representative which is not within the scope of work.

CONTRACT SUM-PAYMENT: As payment for Contractor's Work hereunder, Owner shall pay Contractor the Contract Sum in cash or by good check, pursuant to the following procedure. Payment shall be based on Contractor's invoice and shall be made immediately after Contractor's submission of its invoice to Owner, Contractor may obtain progress payments before completion of the Work upon preparing and submitting appropriate invoices to Owner. No payment shall constitute acceptance of defective or improper work. No portion of the Contract Sum shall be retained for any reasons. A late payment charge of 1 and 1/2% per month (18% annually) will be added on any overdue amount past 7 days. Owner agrees to pay the finance charge on any outstanding balance, and all reasonable attorney's fees, and other costs and expenses incurred in any suit or other legal action to enforce the terms of the contract. No more than 10% of the contract price may be withheld from payment due to disputes or workmanship of the scope of services. If the Project is not ready for commencement of the Work, or if Contractor has not received Notice to Proceed, on or before the proposed commencement date set forth on the front side of this document, the Contract Sum shall be increased by all cost increases incurred by Contractor above the prices available to Contractor as of that date.

ADDITIONAL OBLIGATIONS OF OWNER: Owner further agrees'.

- A. To secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or facilities, or for permanent changes in existing structures or facilities.
- B. To be responsible for locating and clearly marking all underground utilities and other underground or concealed structures, facilities, and obstacles, Contractor shall be compensated for any costs resulting from damages to such underground items not adequately marked and called to the attention of the contractor.
- C. To maintain reasonable safeguards against injury or damages to persons or property on or about the Work Site at any time that Contractor is not actively conducting operations on the site. In the event Owner fails to so prepare and maintain the Project site and coordinate the others working on the Project, and in the event Contractor is thereby unable to perform its Work on a continuous uninterrupted basis, Contractor shall have the right to stop the Work until Owner and Contractor agree to appropriate adjustments in the Contract Sum.
- E. To secure and pay all permits and government fees, licenses and inspections necessary for the completion of work.

CLEARING: Contractor shall be compensated for moving of materials, debris and/or obstacles from the work area, unless specifically noted otherwise in the scope of work, and if such work is necessary for contractor to do the contract work.

GRADS: Subgrade elevations are to be brought within plus or minus one (1) inch by others unless specifically noted otherwise in the scope of work before the contracting crews move in. If it is necessary for the contractor to remove excess overburden or add fill to said work areas over and above said limits, contractor shall be compensated for such extra work and materials. Contractor is not responsible for backfilling or adjusting grades adjacent to its work, unless specifically noted in the scope of work.

LINES & LEVELS: Owner shall be responsible for all survey lines and grade elevations necessary for contractor to locate and install its work unless specifically noted otherwise in the scope of work. Contractor may rely on such lines and levels to be correct.

SUBGRADE CONDITIONS: Owner shall be responsible for subgrade conditions and degree of compaction. Contractor shall not be held responsible for paving defects resulting from subgrade pumping or yielding under normal construction paving conditions.

SITE CONDITIONS: Contractor shall be relieved of all responsibility when ordered by owner to install work, when in the contractor's stated opinion, the temperature, Weather, soil or fill conditions are unsuitable and said conditions may have a detrimental effect on the finished installation.

DRAINAGE: Contractor shall make a reasonable effort to install the work to avoid puddles or ponding water. Contractor shall not be held responsible for puddles or ponding or running water where insufficient slope (normally 3/16" per foot) or paving exists, or for surface tolerance less than 3/8" in eight feet horizontal distance.

INDEPENDENT CONTRACTOR: In performing its obligations hereunder, Contractor shall be deemed an independent contractor and not an agent or employee of Owner. Contractor understands that as an independent employing unit it is subject to all applicable income tax withholding and unemployment compensation laws.

TERMINATION OF AGREEMENT: This Agreement may be terminated in the following manner if:

- (i) Owner becomes insolvent, a petition in bankruptcy is filed by or against Owner, Owner makes a general assignment for the benefit of its creditors, or a receiver is appointed for Owner;
- (ii) Owner fails to make payment of any part of the Contract Sum as provided hereof;
- (iii) Contractor elects to terminate this Agreement because the Contractor and Owner are unable to agree to adjustments under the provisions hereof;
- (iv) Performance of the Work is prohibited, prevented or substantially impeded for a period of thirty (30) days or more under an Order of any Court or other public authority having jurisdiction, or as a result of any act of government, or as a result of any interference of hindrance caused by Owner, Owner's Architect/Engineer, or any of their agents, servants, employees or contractors; or
- (v) Owner defaults in the performance of any other covenant or condition hereunder, and fails to remedy such default within fifteen (15) days after receipt of written notice thereof from Contractor; then Contractor may terminate this Agreement by giving written notice thereof to Owner. Upon such termination, Contractor may remove all of its equipment, tools, and machinery from the Project site and may recover from Owner payment for all Work performed through and including the date of termination and may recover from Owner all losses sustained as a direct result of any breach by Owner, including Contractor's lost profits.

ADDITION AS TO GUARANTEE

Contractor hereby warrants and guarantees to Owner, in lieu of all other warranties, express or implied, that all Work shall be, of good quality, free from faults or defects, and in conformance with the Plans and Specifications, it being understood that this warranty and guarantee shall remain in effect only for a period of ninety (90) days from and after the date of Completion of the Work. Contractor agrees to repair or replace, at its expense, any defects in the Work which appear within said period of ninety (90) days. Notwithstanding the foregoing, the Contractor shall not be responsible for, and the foregoing guarantee is exclusive of, the following:

- (i) Contractor shall not be held liable for future defects caused by; subgrade settlement, failure of the subgrade, inadequate design, hydrostatic pressure, overloading, abuse, or misuse of the paving by others, temperature and reflective cracking and/or subgrade shrinkage;
- (ii) accumulation of water if Plans, and/or existing job specifications call for less than one percent (1%) per foot fall;
- (iii) reflective cracks due to concrete overlays;
- (iv) damages or defects resulting from Owner's failure to backfill all exposed edges of paving;
- (v) damages or defects resulting from crack-filling with unknown or improper substances;
- (vi) damages or defects resulting from gasoline, oil, or other spillages that dissolve asphalt;
- (vii) damages or defects that result from settling of utility ditches or backfills of any kind;
- (viii) damages or defects that result from snow removal, or from spikes or chains used for gripping snow;
- (ix) damages or defects which result from power steering scuffing or hard usage; and
- (x) damages or defects resulting from any unknown or unforeseen causes or conditions such as unknown underground utilities, underground caverns, underground waterways, tree roots, etc.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 600 OF THE MUNICIPAL
CODE OF THE CITY OF TWIN OAKS PERTAINING TO ALCOHOLIC
BEVERAGES.**

WHEREAS, the Missouri General Assembly, through Senate Bill 126 (2021), made several changes to the state regulations on alcoholic beverages; and

WHEREAS, RSMo § 311.220 authorizes the City to make and enforce ordinances for the regulation and control of the sale of all intoxicating liquors within its limits, provide for penalties for the violation of such ordinances, as long as the City’s laws are consistent with the provisions of state law; and

WHEREAS, the Board of Aldermen desires to ensure that its regulations on alcoholic beverages are consistent with state law.

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

Section 1: The Twin Oaks Municipal Code, Chapter 600 “Alcoholic Beverages,” is hereby amended by repealing Chapter 600 in its entirety and replacing it with an amended Chapter 600 as attached as Exhibit 1 hereto and incorporated herein by reference.

Section 2: 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 22nd DAY OF SEPTEMBER 2021.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk/Administrator

Exhibit 1

Chapter 600

Alcoholic Beverages

Section 600.005 **Purpose.**

Alcohol is, by law, an age-restricted product that is regulated differently than other products. The provisions of this Chapter establish vital regulation of the sale and distribution of alcoholic beverages in order to promote responsible consumption, combat illegal underage drinking, and achieve other important policy goals such as maintaining an orderly marketplace composed of licensed alcohol producers, importers, distributors, and retailers.

Section 600.010 **Definitions.**

When used in this Chapter, the following words shall have the following meanings:

ALCOHOLIC BEVERAGES

All beverages regulated by this Chapter including intoxicating liquor, light wines, and malt liquor.

CLOSED PLACE

A place where all doors are locked and where no patrons are in the place or about the premises.

INTOXICATING LIQUOR

Alcohol for beverage purposes, including alcoholic, spirituous, vinous, fermented, malt, or other liquors, or combination of liquors, a part of which is spirituous, vinous, or fermented, and all preparations or mixtures for beverage purposes containing in excess of one-half of one percent (0.5%) by volume. All beverages having an alcoholic content of less than one-half of one percent (0.5%) by volume shall be exempt from the provisions of this Chapter.

LIGHT WINES

An intoxicating liquor consisting of wine containing not in excess of fourteen percent (14%) of alcohol by weight made exclusively from grapes, berries and other fruits and vegetables.

MALT LIQUOR

An intoxicating liquor containing alcohol not in excess of five percent (5%) and using the ingredients set out in Section 311.490, RSMo.

ORIGINAL PACKAGE

Any package sealed or otherwise closed by the manufacturer so as to consist of a self-contained unit and consisting of one (1) or more bottles or other containers of intoxicating liquor, where the package and/or container(s) describes the contents thereof as intoxicating liquor. "Original package" shall also be construed and held to refer to any package containing one (1) or more standard bottles, cans, or pouches of beer.

PERSON

An individual, association, firm, joint-stock company, syndicate, partnership, corporation, receiver, trustee, conservator, or any other officer appointed by any State or Federal court.

PREMISES

The portion of any building in which a licensee under this Chapter has his/her place of business and any additional building or portion thereof used in connection therewith, and the entire lot or lots, parcel or parcels of land on which said buildings are situated, or which are used in connection with the buildings.

[R.O. 2016 § 600.010; R.O. 2011 § 600.010; Ord. No. 80-7 § 2, 8-20-1980; Ord. No. 315 § 1, 7-7-2010]

RESORT

Any establishment having at least thirty (30) rooms for the overnight accommodation of transient guests having a restaurant or similar facility on the premises at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food, or means a restaurant provided with special space and accommodations where, in consideration of payment, food, without lodging, is habitually furnished to travelers and customers, and which restaurant establishment's annual gross receipts immediately preceding its application for a license shall not have been less than seventy-five thousand dollars (\$75,000.00) per year with at least fifty thousand dollars (\$50,000.00) of such gross receipts from non-alcoholic sales; or means a seasonal resort restaurant with food sales as determined in Subsection (2) of Section 311.095, RSMo. Any facility which is owned and operated as a part of the resort may be used to sell intoxicating liquor by the drink for consumption on the premises of such facility and, for the purpose of meeting the annual gross food receipts requirements of this definition, if any facility which is a part of the resort meets such requirement, such requirement shall be deemed met for any other facility which is a part of the resort.

SALE BY THE DRINK

The sale of any intoxicating liquor except malt liquor, in the original package, in any quantity less than fifty (50) milliliters

SUNDAY SALES

The intoxicating liquor including malt liquor between the hours of 6:00 a.m. on Sundays and 1:30 a.m. on Mondays.

Section 600.020 License Required — Classes Of Licenses.

- A. *License Required.* No person shall sell or offer for sale intoxicating liquor in the City of Twin Oaks without a currently valid liquor license issued by the City. A separate liquor license shall be required for each of the categories and subcategories of liquor sales in which the licensee desires to engage as set forth herein.
- B. *General Licenses.* Any person possessing the qualifications and meeting the requirements of this Chapter may apply for the following licenses to sell intoxicating liquor:
 1. **Package Liquor — Malt Liquor Only.** Sales of malt liquor at retail by grocers and other merchants and dealers for sale in the original package direct to consumers but not for resale and not for consumption on the premises where sold. This license may include Sunday sales.
 2. **Package Liquor — All Kinds.** Sales of all kinds of intoxicating liquors in the original package at retail not for consumption on the premises where sold, including sales as set forth in Subsection **(B)(1)** of this Section.

3. Liquor By The Drink — Malt Liquor/Light Wine Only. Sales of malt liquor and light wines at retail by the drink for consumption on the premises where sold, including sales as set forth in Subsections **(B)(1)** and **(4)** of this Section.
 4. Malt Liquor By The Drink. Sales of malt liquor at retail by the drink for consumption on the premises. This license may include Sunday sales.
 5. Liquor By The Drink — All Kinds. Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold, including package sales as set forth in Subsection **(B)(2)** of this Section.
- C. *Sunday Sales.* Except for any establishment that may apply for a license under Section 311.089, RSMo., any person possessing the qualifications and meeting the requirements of this Chapter, who is licensed to sell intoxicating liquor at retail may apply to the City for a special license for Sunday sales.
- D. *Permits; Temporary, Tasting, Caterers.*
1. Temporary Permit For Sale By Drink — Certain Organizations.
 - a. Notwithstanding any other provision of this Chapter, a permit for the sale of all kinds of intoxicating liquor, including intoxicating liquor in the original package, at retail by the drink for consumption on the premises of the licensee may be issued to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for the sale of such intoxicating liquor at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.
 - b. If the event will be held on a Sunday, the permit shall authorize the sale of intoxicating liquor on that day beginning at 11:00 A.M.
 - c. At the same time that an applicant applies for a permit under the provisions of this Subsection, the applicant shall notify the Director of Revenue of the holding of the event by certified mail and by such notification shall accept responsibility for the collection and payment of any applicable sales tax.
 - d. No provision of law or rule or regulation of the City shall be interpreted as preventing any wholesaler or distributor from providing customary storage, cooling, or dispensing equipment for use by the permit holder at such picnic, bazaar, fair or similar gathering.
 2. Tasting Permit — Retailers. Any person who is licensed to sell intoxicating liquor in the original package at retail under Subsections **(B)(2)** and **(C)** of this Section above may apply for a special permit to conduct wine, malt beverage and distilled spirit tastings on the licensed premises; however, nothing in this Section shall be construed to permit the licensee to sell wine, malt beverages or distilled spirits for on-premises consumption.
 3. Tasting Permit — Winery, Distiller, Manufacturer, Etc.

- a. Any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide and pour distilled spirits, wine, or malt beverage samples off a licensed retail premises for tasting purposes, provided no sales transactions take place. For purposes of this Subsection **(D)(3), a** "sales transaction" shall mean an actual and immediate exchange of monetary consideration for the immediate delivery of goods at the tasting site.
 - b. Notwithstanding any other provisions of this Chapter to the contrary, any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide, furnish, or pour distilled spirits, wine, or malt beverage samples for customer tasting purposes on any temporary licensed retail premises as described in Section 311.218, 311.482, 311.485, 311.486, or 311.487, RSMo., or on any tax-exempt organization's licensed premises as described in Section 311.090, RSMo.
 - c. Any Winery, Distiller, Etc., May Provide Or Furnish Distilled Spirits, Wine Or Malt Beverage Samples On A Licensed Retail Premises — When.
 - (1) Notwithstanding any other provisions of this Chapter to the contrary, any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide or furnish distilled spirits, wine, or malt beverage samples on a licensed retail premises for customer tasting purposes so long as the winery, distiller, manufacturer, wholesaler, or brewer or designated employee has permission from the person holding the retail license. The retail licensed premises where such product tasting is provided shall maintain a special permit in accordance with Section 311.294, RSMo., or hold a by the drink for consumption on the premises where sold retail license. No money or anything of value shall be given to the retailers for the privilege or opportunity of conducting the on-the-premises product tasting.
 - (2) Distilled spirits, wine, or malt beverage samples may be dispensed by an employee of the retailer, winery, distiller, manufacturer, or brewer or by a sampling retained by the retailer, winery, distiller, manufacturer, or brewer. All sampling service employees that provide and pour intoxicating liquor samples on a licensed retail premises shall be required to complete a server training program approved by the Division of Alcohol and Tobacco Control.
 - (3) Any distilled spirits, wine, or malt beverage sample provided by the retailer, winery, distiller, manufacturer, wholesaler, or brewer remaining after the tasting shall be returned to the retailer, winery, distiller, manufacturer, wholesaler, or brewer.
4. Temporary Location For Liquor By The Drink, Caterers — Permit — Fee Required.
- a. The City may issue a temporary permit to caterers and other persons holding licenses to sell intoxicating liquor by the drink at retail for consumption on the premises pursuant to the provisions of this Chapter who furnish provisions and service for use at a particular function, occasion, or event at a particular location other than the licensed premises, but not including a "festival" as defined in Chapter 316, RSMo. The temporary permit shall be effective for a period not to exceed one hundred sixty-eight (168) consecutive hours and shall authorize the service of alcoholic beverages at such function, occasion, or event during the hours at which alcoholic beverages may lawfully be sold or served upon premises licensed to sell alcoholic beverages for on-premises consumption. For every permit issued pursuant to the provisions of

this Section, the permittee shall pay to the City an amount as set out in Section **600.040(A)(3)(c)** below, or fraction thereof, for which the permit is issued.

- b. Except as provided in Subsection (c), all provisions of the Liquor Control Law and the ordinances, rules, and regulations of the City, in which is located the premises in which such function, occasion or event is held shall extend to such premises and shall be in force and enforceable during all the time that the permittee, its agents, servants, employees, or stock are in such premises. This temporary permit shall allow the sale of intoxicating liquor in the original package.
- c. Notwithstanding any other law to the contrary, any caterer who possesses a valid State and valid local liquor license may deliver alcoholic beverages, in the course of his/her catering business. A caterer who possesses a valid State and valid local liquor license need not obtain a separate license for each City the caterer delivers in, so long as such City permits any caterer to deliver alcoholic beverages within the City.
- d. To assure and control product quality, wholesalers may, but shall not be required to, give a retailer credit for intoxicating liquor with an alcohol content of less than five percent (5%) by weight delivered and invoiced under the catering permit number, but not used, if the wholesaler removes the product within seventy-two (72) hours of the expiration of the catering permit issued pursuant to this Section.

Section 600.030 **License Regulations.**

A. *Package Sales, Limitations.*

1. No license shall be issued for the sale of intoxicating liquor in the original package, not to be consumed upon the premises where sold, except to a person engaged in, and to be used in connection with, the operation of one (1) or more of the following businesses: a drugstore, a cigar and tobacco store, a grocery store, a general merchandise store, a confectionery or delicatessen store, nor to any such person who does not have and keep in his/her store a stock of goods having a value according to invoices of at least one thousand dollars (\$1,000.00), exclusive of fixtures and intoxicating liquors.
2. Under such license, no intoxicating liquor shall be consumed on the premises where sold nor shall any original package be opened on the premises of the vendor except as otherwise provided in this Chapter or law.

B. *Operating Hours, Days.*

1. No person having a license issued pursuant to this Chapter nor any employee of such person shall sell, give away, or permit the consumption of any intoxicating liquor in any quantity between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and between the hours of 1:30 A.M. on Sunday and 6:00 A.M. on Monday except as otherwise authorized and licensed for Sunday sales, and if said person has a license to sell intoxicating liquor by the drink, his/her premises shall be and remain a closed place as defined in Section **600.010** of this Chapter and between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and 1:30 A.M. on Sunday and 6:00 A.M. on Monday. Where such licenses authorizing the sale of intoxicating liquor by the drink are held by clubs, hotels, or bowling alleys, this Section shall apply only to the room or rooms in which intoxicating liquor is dispensed; and where such licenses are held by restaurants or bowling alleys whose business is conducted in one

room only, then the licensee shall keep securely locked during the hours and on the days herein specified all refrigerators, cabinets, cases, boxes and taps from which intoxicating liquor is dispensed.

2. When January 1, March 17, July 4 or December 31 falls on Sunday, and on the Sundays prior to Memorial Day and Labor Day and on Super Bowl Sunday, any person having a license to sell intoxicating liquor by the drink may be open for business and sell intoxicating liquor by the drink under the provisions of his/her license on that day from the time and until the time which would be lawful on another day of the week, notwithstanding any provisions of this Chapter to the contrary.

C. *Sale by the Drink.*

1. A sale by the drink may be made only by a holder of a retail liquor dealer's license.
2. When a sale by the drink is made, the container in every case shall be emptied and the contents thereof served as other intoxicating liquors sold by the drink are served.

D. *General License Regulations.*

1. Each license issued hereunder shall be conspicuously posted on the premises for which the license has been issued.
2. A separate license shall be required for each place of business. Every license issued under the provisions of this Chapter shall particularly describe the premises at which intoxicating liquor may be sold thereunder, and such license shall not be deemed to authorize or permit the sale of intoxicating liquor at any place other than that described therein.
3. No license issued under this Chapter shall be transferable or assignable except as herein provided. In the event of the death of the licensee, the widow or widower or the next of kin of such deceased licensee, who shall meet the other requirements of this Chapter, may make application and the City Clerk may transfer such license to permit the operation of the business of the deceased for the remainder of the period for which a license fee has been paid by the deceased. Whenever one (1) or more members of a partnership withdraw from the partnership, the City Clerk, upon being requested, shall permit the remaining partner or partners originally licensed to continue to operate for the remainder of the period for which the license fee has been paid without obtaining a new license.
4. In the event any licensee desires to change the location of his/her place of business in the City, it shall be necessary for him/her to file an application in the same manner as herein provided for an original application, except that no additional fee shall be charged and the amended license, describing the new location, shall be issued immediately upon the approval of the application by the Board of Aldermen. Any change of location of the enterprise prior to issuance of such an amended license shall constitute a violation of this Section.
5. Every licensee shall keep displayed prominently at all times on its licensed premises any City license designating the premises as a place licensed by the City to sell intoxicating liquors. Within ten (10) days from the issuance of said City license, the licensee shall file with the Supervisor of Alcohol and Tobacco Control a copy of such City license.

6. No person shall directly or indirectly have an interest in more than three (3) licenses.

Section 600.035 Sales Of Liquor Prohibited Near Schools And Churches.

- A. No license shall be granted for the sale of intoxicating liquor, as defined in this Chapter, within one hundred (100) feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the Board of Aldermen. Such consent shall not be granted until at least ten (10) days' written notice has been provided to all owners of property within one hundred (100) feet of the proposed licensed premises. The measurement shall be made along the shortest path that can be traveled by foot between the closest points of customer entry where intoxicating liquor is proposed to be sold or consumed and any normally used general public entrance of the school, church, or place of worship.
- B. Subsection (A) of this Section shall not apply to:
 1. Situations when a school, church or place of worship is established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor after the license has been issued.
 2. A license issued by the Supervisor of Alcohol and Tobacco Control for the sale of intoxicating liquor pursuant to Section 311.218, RSMo., or to a license issued to any church, school, civic, service, fraternal, veteran, political, or charitable club or organization which has obtained an exemption from the payment of Federal taxes.
 3. Any premises holding a license issued before January 1, 2004, by the Supervisor of Alcohol and Tobacco Control for the sale of intoxicating liquor. To retain a license under this Subsection, the licensed premises shall not change license type, amend the legal description, or be without a liquor license for more than ninety (90) days.

Section 600.040 Schedule Of License Fees.

- A. The following categories and subcategories of licenses shall be issued upon compliance with the provisions of this Chapter and payment of the license fee indicated:
 1. *General Licenses.*

a. Malt liquor — original package:	\$75.00
b. Intoxicating liquor (all kinds) — original package:	\$150.00
c. Malt liquor — by drink:	\$75.00
d. Malt liquor and light wines — by drink:	\$75.00
e. Intoxicating liquor (all kinds) — by drink:	\$450.00
 2. *Sunday Sales (Additional Fee).*

a. Intoxicating liquor at retail:	\$300.00
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3. *Permits.*

- a. Temporary permit — by the drink for certain organizations
[seven (7) days maximum]: \$37.50
- b. Tasting permit: \$37.50
- c. Caterers (per each calendar day): \$15.00

- B. Of the license fee to be paid for any such license, the applicant shall pay as many 12ths as there are months (part of a month counted as a month) remaining from the date of the license to the next succeeding July 1.
- C. Any other provision herein contained to the contrary notwithstanding, no license fee charged by the City shall exceed one and one-half (1 1/2) times the amount required by law to be paid into the State Treasury for a similar State permit or license. [R.O. 2016 § 600.140(B); R.O. 2011 § 600.140; Ord. No. 80-7 § 4(j), 8-20-1980; Ord. No. 93-5 § 3, 6-16-1993; Ord. No. 95-4 § 2, 2-15-1995; Ord. No. 95-7 § 1, 3-15-1995]

Section 600.045 **Retailer-Packaged Alcoholic Beverages Sold to Customers in “To-Go” Containers**

- A. Notwithstanding any provision of law to the contrary, any person who is licensed by the City to sell intoxicating liquor at retail by the drink for on-premises consumption may sell retailer-packaged alcoholic beverages to customers in containers, filled on such premises by any employee of the retailer who is twenty-one years of age or older, for off-premises consumption if all the following requirements are met:
 - 1. The container of the alcoholic beverage is rigid, durable, leak-proof, sealable, and designed to prevent consumption without removal of the tamperproof cap or seal. A “sealable” container does not include a container with a lid with sipping holes or openings for straws;
 - 2. The contents of each container do not exceed one hundred twenty eight ounces;
 - 3. The patron orders and purchases a meal from the licensee simultaneous with the alcoholic beverage purchase. For purposes of this subdivision, a “meal” is defined as food that has been prepared on-premises;
 - 4. The number of alcoholic beverages sold under this section by a licensee for off-premises consumption is limited to twice the number of meal servings sold by the licensee for off-premises consumption;
 - 5. The licensee provides the patron with a dated receipt or an electronic record for the meal and alcohol beverages; and
 - 6. The container is either:
 - a. Placed in a single-use, transparent bag that is securely sealed and made tamperproof such that the lid, cap, or seal will visibly demonstrate when a bag or container has been opened; or
 - b. The container opening is sealed with tamperproof tape that will visibly demonstrate when a bag or container has been opened.
 - 7. The filling of a container under this section shall follow Section 3-304.17(c) of the 2009 Food and Drug Administration Food Code.
- B. Containers that are filled under subsection A of this section shall be affixed with a label or a tag that

contains the name and address of the business that filled the container, in type not smaller than three millimeters in height and not more than twelve characters per inch, and states, "THIS BEVERAGE CONTAINS ALCOHOL."

Section 600.050 Self-Dispensing Of Beer Or Wine Permitted, When.

- A. Any person licensed to sell liquor at retail by the drink for consumption on the premises where sold may use a self-dispensing system, which is monitored and controlled by the licensee and allows patrons of the licensee to self-dispense beer or wine. Before a patron may dispense beer or wine, an employee of the licensee must first authorize an amount of beer or wine, not to exceed thirty-two (32) ounces of beer or sixteen (16) ounces of wine per patron per authorization, to be dispensed by the self-dispensing system.
- B. No provision of law or rule or regulation of the City shall be interpreted to allow any wholesaler, distributor, or manufacturer of intoxicating liquor to furnish self-dispensing or cooling equipment or provide services for the maintenance, sanitation, or repair of self-dispensing systems.

Section 600.053 Draft Beer, Sale Of 32 To 128 Fluid Ounces Dispensed On Premises For Consumption Off Premises — Requirements.

- A. Any person who is licensed to sell intoxicating liquor in the original package at retail as provided in Subsection 1 of Section 311.200, RSMo., may sell from thirty-two (32) to one hundred twenty-eight (128) fluid ounces of draft beer to customers in containers filled by any employee of the retailer on the premises for consumption off such premises. Any employee of the licensee shall be at least twenty-one (21) years of age to fill containers with draft beer.
- B. No provision of law, rule, or regulation shall be interpreted to allow any wholesaler, distributor, or manufacturer of intoxicating liquor to furnish dispensing or cooling equipment, or containers that are filled or refilled under Subsection (A) of this Section, to any person who is licensed to sell intoxicating liquor in the original package at retail as provided in Subsection 1 of Section 311.200, RSMo.
- C. Requirements Regarding Containers.
 - 1. Containers that are filled or refilled under Subsection (A) of this Section shall be affixed with a label or a tag that shall contain the following information in type not smaller than three (3) millimeters in height and not more than twelve (12) characters per inch:
 - a. Brand name of the product dispensed;
 - b. Name of brewer or bottler;
 - c. Class of product, such as beer, ale, lager, bock, stout, or other brewed or fermented beverage;
 - d. Net contents;
 - e. Name and address of the business that filled or refilled the container;
 - f. Date of fill or refill;
 - g. The following statement: "This product may be unfiltered and unpasteurized. Keep refrigerated

at all times."

2. Containers that are filled or refilled under Subsection (A) of this Section shall be affixed with the alcoholic beverage health warning statement as required by the Federal Alcohol Administration Act, as regulated by 27 CFR 16.20 to 16.22.

D. Additional Regulations.

1. The filling and refilling of containers shall only occur on demand by a customer and containers shall not be pre-filled by the retailer or its employee.
2. Containers shall only be filled or refilled by an employee of the retailer.
3. Containers shall be filled or refilled as follows:
 - a. Containers shall be filled or refilled with a tube as described in Subsection (D)(4) below and:
 - (1) Food-grade sanitizer shall be used in accordance with the Environmental Protection Agency registered label use instructions;
 - (2) A container of liquid food-grade sanitizer shall be maintained for no more than ten (10) malt beverage taps that will be used for filling and refilling containers;
 - (3) Each container shall contain no fewer than five (5) tubes that will be used only for filling and refilling containers;
 - (4) The container shall be inspected visually for contamination;
 - (5) After each filling or refilling of a container, the tube shall be immersed in the container with the liquid food-grade sanitizer; and
 - (6) A different tube from the container shall be used for each filling or refilling of a container; or
 - b. Containers shall be filled or refilled with a contamination-free process and:
 - (1) The container shall be inspected visually for contamination;
 - (2) The container shall only be filled or refilled by the retailer's employee; and
 - (3) The filling or refilling shall follow the Food and Drug Administration Code 2009, Section 3-304.17(c).
4. Containers shall be filled or refilled from the bottom of the container to the top with a tube that is attached to the malt beverage faucet and extends to the bottom of the container or with a commercial filling machine.
5. When not in use, tubes to fill or refill shall be immersed and stored in a container with liquid food-

grade sanitizer.

6. After filling or refilling a container, the container shall be sealed as set forth in Subsection (A) of this Section.

Section 600.055 Application for License; Qualifications.

A. Filing And Approval Of An Application.

1. Each application for a license shall be filed with the City Clerk on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.
2. Upon approval of any application for a license, the City Clerk shall grant the applicant a license to conduct business in the City for a term to expire with the 30th day of June next succeeding the date of such license, unless such license be revoked or suspended for cause before the expiration of such time.

B. Qualifications For Licenses.

1. No person shall be granted a license hereunder unless such person is of good moral character and a qualified legal voter and a taxpaying citizen of the County or City, nor shall any corporation be granted a license hereunder unless the managing officer of such corporation is of good moral character and a qualified legal voter and taxpaying citizen of the County or City; and, except as otherwise provided under Subsection (G) of this Section, no person shall be granted a license or permit hereunder whose license as such dealer has been revoked, or who has been convicted, since the ratification of the 21st Amendment to the Constitution of the United States, of a violation of the provisions of any law applicable to the manufacture or sale of intoxicating liquor, or who employs in his or her business as such dealer any person whose license has been revoked unless five (5) years have passed since the revocation as provided under Subsection (F) of this Section, or who has been convicted of violating such law since the date aforesaid; provided that nothing in this Section contained shall prevent the issuance of licenses to non-residents of Missouri or foreign corporations for the privilege of selling to duly licensed wholesalers and soliciting orders for the sale of intoxicating liquors to, by or through a duly licensed wholesaler within this State.
2. Additional Requirements; Exceptions.
 - a. No person, partnership or corporation shall be qualified for a license under this Chapter if such person, any member of such partnership or such corporation, or any officer, director or any stockholder owning, legally or beneficially, directly or indirectly, ten percent (10%) or more of the stock of such corporation or other financial interest therein, or ten percent (10%) or more of the interest in the business for which the person, partnership or corporation is licensed, or any person employed in the business licensed under this Chapter shall have had a license revoked under this Chapter except as otherwise provided under Subsections (F) and (G) of this Section, or shall have been convicted of violating the provisions of any law applicable to the manufacture or sale of intoxicating liquor since the ratification of the 21st Amendment to the Constitution of the United States, or shall not be a person of good moral character.

- b. No license issued under this Chapter shall be denied, suspended, revoked, or otherwise affected based solely on the fact that an employee of the licensee has been convicted of a felony unrelated to the manufacture or sale of intoxicating liquor. Each employer shall report the identity of any employee convicted of a felony to the Division of Liquor Control. The Division of Liquor Control shall promulgate rules to enforce the provisions of this Subsection.
 - c. No wholesaler license shall be issued to a corporation for the sale of intoxicating liquor containing alcohol in excess of five percent (5%) by weight, except to a resident corporation as defined in this Section.
- C. A "resident corporation" is defined to be a corporation incorporated under the laws of this State, all the officers and directors of which, and all the stockholders, who legally and beneficially own or control sixty percent (60%) or more of the stock in amount and in voting rights, shall be qualified legal voters and taxpaying citizens of the county and municipality in which they reside and who shall have been bona fide residents of the State for a period of three (3) years continuously immediately prior to the date of filing of application for a license, provided that a stockholder need not be a voter or a taxpayer, and all the resident stockholders of which shall own, legally and beneficially, at least sixty percent (60%) of all the financial interest in the business to be licensed under this Chapter; provided that no corporation licensed under the provisions of this Chapter on January 1, 1947, nor any corporation succeeding to the business of a corporation licensed on January 1, 1947, as a result of a tax-free reorganization coming within the provisions of Section 112, United States Internal Revenue Code, shall be disqualified by reason of the new requirements herein, except corporations engaged in the manufacture of alcoholic beverages containing alcohol in excess of five percent (5%) by weight, or owned or controlled, directly or indirectly, by non-resident persons, partnerships or corporations engaged in the manufacture of alcoholic beverages containing alcohol in excess of five percent (5%) by weight.
- D. The term "financial interest" as used in this Section is defined to mean all interest, legal or beneficial, direct or indirect, in the capital devoted to the licensed enterprise and all such interest in the net profits of the enterprise, after the payment of reasonable and necessary operating business expenses and taxes, including interest in dividends, preferred dividends, interest and profits, directly or indirectly paid as compensation for, or in consideration of interest in, or for use of, the capital devoted to the enterprise, or for property or money advanced, loaned or otherwise made available to the enterprise, except by way of ordinary commercial credit or bona fide bank credit not in excess of credit customarily granted by banking institutions, whether paid as dividends, interest or profits, or in the guise of royalties, commissions, salaries, or any other form whatsoever.
- E. The City Clerk shall by regulation require all applicants for licenses to file written statements, under oath, containing the information reasonably required to administer this Section. Statements by applicants for licenses as wholesalers and retailers shall set out, with other information required, full information concerning the residence of all persons financially interested in the business to be licensed as required by regulation. All material changes in the information filed shall be promptly reported to the City Clerk.
- F. Any person whose license or permit issued under this Chapter has been revoked shall be ineligible to work as an employee of an establishment holding a license or permit under this Chapter for five (5) years after the date of the revocation.

- G. Any person whose license or permit issued under this Chapter has been revoked shall be eligible to apply and be qualified for a new license or permit five (5) years after the date of the revocation. The person may be issued a new license or permit at the discretion of the Division of Alcohol and Tobacco Control. If the City denies the request for a new permit or license, the person may not submit a new application for five (5) years from the date of the denial. If the application is approved, the person shall pay all fees required by law for the license or permit.

Section 600.060 Minors.

A. Persons 18 Years Of Age Or Older May Sell Or Handle Intoxicating Liquor, When.

1. Except as otherwise provided in this Section, no person under the age of twenty-one (21) years shall sell or assist in the sale or dispensing of intoxicating liquor.
2. In any place of business licensed in accordance with this Chapter, persons at least eighteen (18) years of age may stock, arrange displays, operate the cash register or scanner connected to a cash register, accept payment for, and sack for carry-out, intoxicating liquor. Delivery of intoxicating liquor away from the licensed business premises cannot be performed by anyone under the age of twenty-one (21) years. Any licensee who employs any person under the age of twenty-one (21) years, as authorized by this Subsection, shall, when at least fifty percent (50%) of the licensee's gross sales does not consist of non-alcoholic sales, have an employee twenty-one (21) years of age or older on the licensed premises during all hours of operation.
3. In any distillery, warehouse, wholesale distributorship, or similar place of business which stores or distributes intoxicating liquor, but which does not sell intoxicating liquor at retail, persons at least eighteen (18) years of age may be employed, and their duties may include the handling of intoxicating liquor for all purposes except consumption, sale at retail, or dispensing for consumption or sale at retail.
4. Any wholesaler licensed pursuant to this Chapter may employ persons of at least eighteen (18) years of age to:
 - a. Rotate, stock, and arrange displays at retail establishments licensed to sell intoxicating liquor; and
 - b. Unload delivery vehicles and transfer intoxicating liquor into retail licensed premises if such persons are supervised by a delivery vehicle driver who is twenty-one (21) years of age or older.
5. Persons eighteen (18) years of age or older may, when acting in the capacity of a waiter or waitress, accept payment for or serve intoxicating liquor in places of business which sell food for consumption on the premises if at least fifty percent (50%) of all sales in those places consists of food; provided that nothing in this Section shall authorize persons under twenty-one (21) years of age to mix, or serve across the bar, intoxicating beverages.

B. Sales To Minor — Exceptions.

1. No licensee, his/her employee, or any other person shall procure for, sell, vend, give away or otherwise supply any intoxicating liquor in any quantity whatsoever to any person under the age of twenty-one (21) years, except that this Section shall not apply to the parent or guardian of the minor

nor to the supplying of intoxicating liquor to a person under the age of twenty-one (21) years for medical purposes only or to the administering of such intoxicating liquor to such person by a duly licensed physician. No person shall be denied a license or renewal of a license issued under this Chapter solely due to a conviction for unlawful sale or supply to a minor while serving in the capacity as an employee of a licensed establishment.

2. Any owner, occupant, or other person or legal entity with a lawful right to the exclusive use and enjoyment of any property who knowingly allows a person under the age of twenty-one (21) to drink or possess intoxicating liquor or knowingly fails to stop a person under the age of twenty-one (21) from drinking or possessing intoxicating liquor on such property, unless such person allowing the person under the age of twenty-one (21) to drink or possess intoxicating liquor is his/her parent or guardian, is guilty of an ordinance violation.
3. It shall be a defense to prosecution under this Subsection if:
 - a. The defendant is a licensed retailer, club, drinking establishment, or caterer or holds a temporary permit, or an employee thereof;
 - b. The defendant sold the intoxicating liquor to the minor with reasonable cause to believe that the minor was twenty-one (21) or more years of age; and
 - c. To purchase the intoxicating liquor, the person exhibited to the defendant a driver's license, Missouri non-driver's identification card, or other official or apparently official document, containing a photograph of the minor and purporting to establish that such minor was twenty-one (21) years of age and of the legal age for consumption of intoxicating liquor.

C. Misrepresentation Of Age By Minor To Obtain Liquor — Use Of Altered Driver's License, Passport Or I.D. Cards, Penalties.

1. No person under the age of twenty-one (21) years shall represent, for the purpose of purchasing, asking for or in any way receiving any intoxicating liquor, that he/she has attained the age of twenty-one (21) years, except in cases authorized by law.
2. In addition to Subsection (C)(1) of this Section, no person under the age of twenty-one (21) years shall use a reproduced, modified or altered chauffeur's license, motor vehicle operator's license, identification card issued by any uniformed service of the United States, passport or identification card established in Section 302.181, RSMo., for the purpose of purchasing, asking for or in any way receiving any intoxicating liquor.

D. Minors In Possession Of Intoxicating Liquor.

1. No person under the age of twenty-one (21) years shall purchase or attempt to purchase, or have in his/her possession, any intoxicating liquor as defined in Section 600.010, or shall be visibly in an intoxicated condition as defined in Section 577.001, RSMo., or shall have a detectable blood alcohol content of more than two-hundredths of one percent (.02%) or more by weight of alcohol in such person's blood.

2. Any person under the age of twenty-one (21) years who purchases or attempts to purchase, or has in his or her possession, any intoxicating liquor, or who is visibly in an intoxicated condition as defined in Section 577.001, RSMo., shall be deemed to have given consent to a chemical test or tests of the person's breath, blood, saliva, or urine for the purpose of determining the alcohol or drug content of the person's blood. The implied consent to submit to the chemical tests listed in this Subsection shall be limited to not more than two (2) such tests arising from the same arrest, incident, or charge. Chemical analysis of the person's breath, blood, saliva, or urine shall be performed according to methods approved by the State Department of Health and Senior Services by licensed medical personnel or by a person possessing a valid permit issued by the State Department of Health and Senior Services for this purpose. The State Department of Health and Senior Services shall approve satisfactory techniques, devices, equipment, or methods to be considered valid and shall establish standards to ascertain the qualifications and competence of individuals to conduct analyses and to issue permits which shall be subject to termination or revocation by the State Department of Health and Senior Services. The person tested may have a physician, or a qualified technician, chemist, registered nurse, or other qualified person at the choosing and expense of the person to be tested, administer a test in addition to any administered at the direction of a Law Enforcement Officer. The failure or inability to obtain an additional test by a person shall not preclude the admission of evidence relating to the test taken at the direction of a Law Enforcement Officer. Upon the request of the person who is tested, full information concerning the test shall be made available to such person.
 - a. "Full information" is limited to the following:
 - (1) The type of test administered and the procedures followed;
 - (2) The time of the collection of the blood or breath sample or urine analyzed;
 - (3) The numerical results of the test indicating the alcohol content of the blood and breath and urine;
 - (4) The type and status of any permit which was held by the person who performed the test;
 - (5) If the test was administered by means of a breath-testing instrument, the date of performance of the most recent required maintenance of such instrument.
 - b. "Full information" does not include manuals, schematics, or software of the instrument used to test the person or any other material that is not in the actual possession of the State. Additionally, "full information" does not include information in the possession of the manufacturer of the test instrument.
3. Exception.
 - a. The provisions of this Subsection shall not apply to a student who:
 - (1) Is eighteen (18) years of age or older;
 - (2) Is enrolled in an accredited college or university and is a student in a culinary course;

- (3) Is required to taste, but not consume or imbibe, any beer, ale, porter, wine, or other similar malt or fermented beverage as part of the required curriculum; and
 - (4) Tastes a beverage under Subsection(D)(3)(a)(3) of this Section only for instructional purposes during classes that are part of the curriculum of the accredited college or university.
- b. The beverage must at all times remain in the possession and control of any authorized instructor of the college or university, who must be twenty-one (21) years of age or older. Nothing in this Subsection may be construed to allow a student under the age of twenty-one (21) to receive any beer, ale, porter, wine or other similar malt or fermented beverage unless the beverage is delivered as part of the student's required curriculum and the beverage is used only for instructional purposes during classes conducted as part of the curriculum.

Section 600.065 Burden Of Proof On Violator Concerning Manufacturer-Sealed Container.

For purposes of determining violations and prosecution under this Chapter, or any rule or regulation of the Supervisor of Alcohol and Tobacco Control, a manufacturer-sealed container describing that there is intoxicating liquor therein need not be opened or the contents therein tested to verify that there is intoxicating liquor in such container. The alleged violator may allege that there was no intoxicating liquor in such container, but the burden of proof of such allegation is on such person, as it shall be presumed that such a sealed container describing that there is intoxicating liquor therein contains intoxicating liquor.

Section 600.070 Miscellaneous Offenses.

- A. *Unlawful For Licensed Retailer To Purchase From Other Than Licensed Wholesaler.* It shall be unlawful for any licensee to purchase any intoxicating liquor except from, by or through a duly licensed wholesale liquor dealer in this State. It shall be unlawful for such retail liquor dealer to sell or offer for sale any intoxicating liquor purchased in violation of the provisions of this Section.
- B. *Packaging, Labeling, Repackaging Prohibited, When.* Any retailer licensed pursuant to this Chapter shall not:
 - 1. Sell intoxicating liquor with an alcohol content of less than five percent (5%) by weight to the consumer in an original carton received from the wholesaler that has been mutilated, torn apart, or cut apart; or
 - 2. Repackage intoxicating liquor with an alcohol content of less than five percent (5%) by weight in a manner misleading to the consumer or that results in required labeling being omitted or obscured.
- C. *Mixing Liquor With Drugs Prohibited.* No licensee, or any other person, shall for any purpose whatsoever mix or permit or cause to be mixed with any intoxicating liquor kept for sale, sold or supplied by him/her as a beverage any drug or form of methyl alcohol or impure form of alcohol.
- D. *Unlawful To Sell Unlabeled Liquor — Penalty.* It shall be unlawful for any person to sell any intoxicating liquor which has not been inspected and labeled according to the provisions of the Liquor Control Law of Missouri, and any such person upon conviction shall have his/her license revoked and shall be ineligible to receive any subsequent liquor license for a period of two (2) years thereafter.
- E. *Only Those Liquors Authorized By License To Be Kept On Premises.* It shall be unlawful for any licensee

licensed for the sale of intoxicating liquor at retail by the drink for consumption on the premises to keep in or upon the premises described in such license any intoxicating liquor other than the kind of liquor expressly authorized to be sold by such licensee.

F. *Persons Apparently Intoxicated Not To Be Provided With Intoxicating Liquor.* It shall be unlawful for any licensee, or his/her employee or agent, to sell or supply intoxicating liquor, or permit such to be sold or supplied, to a habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor.

G. *Drinking In Public Places Prohibited.*

1. For purposes of this Section, the term "public place" shall mean any public street, highway, alley, sidewalk, thoroughfare or other public way of the City, or any parking lot.
2. No person shall drink or ingest any intoxicating liquor in or on any public place.
3. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor while in or upon any public place.
4. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor while within or on any motor vehicle while the same is being operated upon, or parked or standing in or upon, any public place. Any person operating a motor vehicle shall be deemed to be in possession of an open container contained within the motor vehicle he/she has control of whether or not he/she has actual physical possession of the open container.

Section 600.075 Manufacturing A False Identification.

A. A person commits the offense of manufacturing a false identification if he or she possesses any means of identification for the purpose of manufacturing and providing or selling a false identification card to a person under the age of twenty-one (21) for the purpose of purchasing or obtaining alcohol.

B. The offense of manufacturing a false identification is an ordinance violation.

Section 600.080 Warning Sign Displayed — Liquor Licenses.

Any person who is licensed to sell or serve alcoholic beverages at any establishment shall place on the premises of such establishment a warning sign as described in this Section. Such sign shall be at least eleven by fourteen (11 x 14) inches and shall read "WARNING: Drinking alcoholic beverages during pregnancy may cause birth defects." The licensee shall display such sign in a conspicuous place on the licensed premises.

Section 600.090 Administration Of Law — License Suspension/Revocation.

A. *Suspension Or Revocation Of License — When — Manner.* The Board of Aldermen may suspend or revoke the license of any person for cause shown. In such cases the City Clerk shall schedule a hearing before the Board of Aldermen or a hearing officer not less than ten (10) days prior to the effective date of revocation or suspension, and prior to the hearing the City Clerk shall give not less than ten (10) days' written notice specifying grounds for the suspension or revocation thereof to the licensee of the grounds upon which the license is sought to be revoked or suspended and the time, date, and place of the hearing. Notice may be accomplished by personal delivery, United States Mail or by posting on the licensed premises. The hearing

shall be conducted in accordance with Section **600.100** of this Chapter.

- B. *Grounds For Suspension Or Revocation.* A license may be suspended or revoked for any of the following reasons:
1. Violating any of the provisions of either this Chapter, Chapter 311, RSMo., or any ordinance of the City; or
 2. Failing to obtain or keep a license from the State Supervisor of Alcohol and Tobacco Control; or
 3. Making a false affidavit in an application for a license under this Chapter; or
 4. Failing to keep an orderly place or house; or
 5. Selling, offering for sale, possessing, or knowingly permitting the consumption on the licensed premises of any kind of intoxicating liquors, the sale, possession, or consumption of which is not authorized under the license; or
 6. Selling, offering for sale, possessing, or knowingly permitting the consumption of any intoxicating liquor which has not been inspected and labeled according to the laws of the State of Missouri; or
 7. Selling, giving, or otherwise supplying intoxicating liquor to:
 - a. Any person under the age of twenty-one (21) years, or
 - b. Any person during unauthorized hours on the licensed premises, or
 - c. A habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor, or
 - d. Any person on the licensed premises during a term of suspension as ordered by the Board of Aldermen.
- C. *Automatic Revocation/Suspension.* A license shall be revoked automatically if the licensee's State liquor license is revoked or if the licensee is convicted in any court of any violation of this Chapter or Chapter 311, RSMo., or of any felony violation of Chapter 195 or 579, RSMo., in the course of business. A license shall be suspended automatically if the licensee's State liquor license is suspended, and the suspension shall be for a term not less than that imposed by the State.
- D. *Effect Of Suspension.* No person whose license shall have been suspended by order of the Board of Aldermen shall sell or give away any intoxicating liquor during the time such suspension is in effect. Any licensee desiring to keep premises open for the sale of food or merchandise during the period of suspension shall display the Board of Aldermen's order of suspension in a conspicuous place on the premises so that all persons visiting the premises may readily see the same.

Section 600.100 **Hearings Upon Suspension Or Revocation Of Licenses.**

- A. *Hearing Officer.* Hearings may be had before the Board of Aldermen or before a Hearing Officer

appointed by the Board of Aldermen who shall be an attorney licensed to practice law in the State of Missouri. If held before a Hearing Officer, he/she shall report to the Board of Aldermen findings of fact, conclusions of law and recommendations. The Board of Aldermen may accept, modify, or refuse to accept the report of the Hearing Officer or any portion thereof.

- B. *Witnesses — How Summoned.* Subpoenas may be issued by the Board of Aldermen for any person whose testimony is desired at any hearing. Such subpoenas may be served and returns thereon made by any agent and in the same manner as provided by law for the service of subpoenas in civil suits in the Circuit Courts of this State. The Board of Aldermen also may issue subpoenas duces tecum requiring the production of documents or other items pertaining to the subject of the inquiry.
- C. *Witnesses To Be Sworn.* Before any witness shall testify in any such hearing, he/she shall be sworn by the City Clerk to tell the truth and nothing but the truth.
- D. *Decision — Suspension Or Revocation.* If the evidence supports a finding that the license should be revoked or suspended pursuant to Section **600.090** of this Chapter, the Board of Aldermen shall issue a written order which shall include specific findings of fact setting forth the grounds for the action taken. If the evidence fails to support a finding that the license should be revoked or suspended, then no such order shall be issued.
- E. *Appeal.* Any applicant or licensee aggrieved by a decision of the Board of Aldermen may appeal such decision to the Circuit Court as provided for contested cases in Chapter 536, RSMo., provided such appeal is filed within thirty (30) days of the date of the Board of Aldermen's decision. This appeal period shall be jurisdictional to the Circuit Court. The Board of Aldermen may delay the implementation of the order pending appeal.

Section 600.110 Collection, Disposition Of Fees.

[R.O. 2016 § 600.150; R.O. 2011 § 600.150; Ord. No. 80-7 § 4(k), 8-20-1980]

All fees collected by the City Clerk pursuant to the provisions of this Chapter shall be accounted for and paid into the City Treasury.

Section 600.120 Other Licenses May Be Required For Other Business Activities.

[R.O. 2016 § 600.160; R.O. 2011 § 600.160; Ord. No. 80-7 § 4(m), 8-20-1980; Ord. No. 315 § 3, 7-7-2010; R.O. 2016 § 600.090; R.O. 2011 § 600.090; Ord. No. 80-7 § 4(d), 8-20-1980]

The license required by this Chapter shall be in addition to and independent of any other licenses required by the City.

Section 600.130 Violations And Penalties.

In addition to any suspension or revocation proceedings set forth herein, or any remedies at law or equity, any person, firm or corporation violating any provisions of this Chapter shall be subject to the general penalty provision of Section 100.220 of this Code.

Chapter 600

Alcoholic Beverages

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Section 600.005 Purpose.

Alcohol is, by law, an age-restricted product that is regulated differently than other products. The provisions of this Chapter establish vital regulation of the sale and distribution of alcoholic beverages in order to promote responsible consumption, combat illegal underage drinking, and achieve other important policy goals such as maintaining an orderly marketplace composed of licensed alcohol producers, importers, distributors, and retailers.

Section 600.010 Definitions.

When used in this Chapter, the following words shall have the following meanings:

ALCOHOLIC BEVERAGES

All beverages regulated by this Chapter including intoxicating liquor, light wines, and malt liquor.

CLOSED PLACE

A place where all doors are locked and where no patrons are in the place or about the premises.

INTOXICATING LIQUOR

Alcohol for beverage purposes, including alcoholic, spirituous, vinous, fermented, malt, or other liquors, or combination of liquors, a part of which is spirituous, vinous, or fermented, and all preparations or mixtures for beverage purposes containing in excess of one-half of one percent (0.5%) by volume. All beverages having an alcoholic content of less than one-half of one percent (0.5%) by volume shall be exempt from the provisions of this Chapter.

LIGHT WINES

An intoxicating liquor consisting of wine containing not in excess of fourteen percent (14%) of alcohol by weight made exclusively from grapes, berries and other fruits and vegetables.

MALT LIQUOR

An intoxicating liquor containing alcohol not in excess of five percent (5%) and using the ingredients set out in Section 311.490, RSMo.

ORIGINAL PACKAGE

Any package sealed or otherwise closed by the manufacturer so as to consist of a self-contained unit; and consisting of one (1) or more bottles or other containers of intoxicating liquor, where the package and/or container(s) describes the contents thereof as intoxicating liquor. "Original package" shall also be construed and held to refer to any package containing one (1) or more standard bottles, cans, or pouches of beer.

PERSON

An individual, association, firm, joint-stock company, syndicate, partnership, corporation, receiver, trustee, conservator, or any other officer appointed by any State or Federal court.

PREMISES

The portion of any building in which a licensee under this Chapter has his/her place of business and any additional building or portion thereof used in connection therewith, and the entire lot or lots, parcel or

parcels of land on which said buildings are situated, or which are used in connection with the buildings.

[R.O. 2016 § 600.010; R.O. 2011 § 600.010; Ord. No. 80-7 § 2, 8-20-1980; Ord. No. 315 § 1, 7-7-2010]

RESORT

Any establishment having at least thirty (30) rooms for the overnight accommodation of transient guests having a restaurant or similar facility on the premises at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food, or means a restaurant provided with special space and accommodations where, in consideration of payment, food, without lodging, is habitually furnished to travelers and customers, and which restaurant establishment's annual gross receipts immediately preceding its application for a license shall not have been less than seventy-five thousand dollars (\$75,000.00) per year with at least fifty thousand dollars (\$50,000.00) of such gross receipts from non-alcoholic sales; or means a seasonal resort restaurant with food sales as determined in Subsection (2) of Section 311.095, RSMo. Any facility which is owned and operated as a part of the resort may be used to sell intoxicating liquor by the drink for consumption on the premises of such facility and, for the purpose of meeting the annual gross food receipts requirements of this definition, if any facility which is a part of the resort meets such requirement, such requirement shall be deemed met for any other facility which is a part of the resort.

~~Section 600.015 Sale By The Drink Defined.~~
SALE BY THE DRINK

The sale of any intoxicating liquor except malt liquor, in the original package, in any quantity less than fifty (50) milliliters ~~shall be deemed "sale by the drink" and may be made only by a holder of a retail liquor dealer's license and, when so made, the container in every case shall be emptied and the contents thereof served as other intoxicating liquors sold by the drink are served.~~

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SUNDAY SALES

The intoxicating liquor including malt liquor between the hours of 6:00 a.m. on Sundays and 1:30 a.m. on Mondays.

Section 600.020 License Required — Classes Of Licenses.

- A. License Required. No person shall sell or offer for sale intoxicating liquor in the City of Twin Oaks without a currently valid liquor license issued by the City. A separate liquor license shall be required for each of the categories and subcategories of liquor sales in which the licensee desires to engage as set forth herein.
- B. General Licenses. Any person possessing the qualifications and meeting the requirements of this Chapter may apply for the following licenses to sell intoxicating liquor:
 - 1. Package Liquor — Malt Liquor Only. Sales of malt liquor at retail by grocers and other merchants and dealers for sale in the original package direct to consumers but not for resale and not for consumption on the premises where sold. This license may include Sunday sales ~~from 9:00 A.M. to 12:00 Midnight.~~
 - 2. Package Liquor — All Kinds. Sales of all kinds of intoxicating liquors in the original package at retail not for consumption on the premises where sold, including sales as set forth in Subsection **(B)(1)** of this Section.
 - 3. Liquor By The Drink — Malt Liquor/Light Wine Only. Sales of malt liquor and light wines at retail

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by the drink for consumption on the premises where sold, including sales as set forth in Subsections **(B)(1)** and **(4)** of this Section.

4. Malt Liquor By The Drink. Sales of malt liquor at retail by the drink for consumption on the premises. This license may include Sunday sales ~~from 9:00 A.M. to 12:00 Midnight.~~
5. Liquor By The Drink — All Kinds. Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold, including package sales as set forth in Subsection **(B)(2)** of this Section.

C. *Sunday Sales.* Except for any establishment that may apply for a license under Section 311.089, RSMo., any person possessing the qualifications and meeting the requirements of this Chapter, who is licensed to sell intoxicating liquor at retail may apply to the City for a special license ~~to sell intoxicating liquor at retail between the hours of 9:00 A.M. and 12:00 Midnight on Sundays~~ for Sunday sales.

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D. *Permits: Temporary, Tasting, Caterers.*

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1. Temporary Permit For Sale By Drink. ~~Any person who possesses the qualifications, meets the requirements and complies with the provisions of Section 600.030(B) below may apply for —~~ Certain Organizations.

a. Notwithstanding any other provision of this Chapter, a permit for the sale of all kinds of intoxicating liquor, including intoxicating liquor in the original package, at retail by the drink for consumption on the premises of the licensee may be issued to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for the sale of such intoxicating liquor at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.

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b. If the event will be held on a Sunday, the permit shall authorize the sale of intoxicating liquor on that day beginning at 11:00 A.M.

c. At the same time that an applicant applies for a permit under the provisions of this Subsection, the applicant shall notify the Director of Revenue of the holding of the event by certified mail and by such notification shall accept responsibility for the collection and payment of any applicable sales tax.

~~special permit to sell intoxicating liquor for consumption on premises where sold.~~ No provision of law or rule or regulation of the City shall be interpreted as preventing any wholesaler or distributor from providing customary storage, cooling, or dispensing equipment for use by the permit holder at such picnic, bazaar, fair or similar gathering.

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2. Tasting Permit — Retailers. Any person who is licensed to sell intoxicating liquor in the original package at retail under Subsections **(B)(2)** and **(C)** of this Section above may apply for a special permit to conduct wine, malt beverage and distilled spirit tastings on the licensed premises; however, nothing in this Section shall be construed to permit the licensee to sell wine, malt beverages or distilled spirits for on-premises consumption.

3. Tasting Permit — Winery, Distiller, Manufacturer, Etc.

- a. Any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide and pour distilled spirits, wine, or malt beverage samples off a licensed retail premises for tasting purposes, provided no sales transactions take place. For purposes of this Subsection **(D)(3), a** "sales transaction" shall mean an actual and immediate exchange of monetary consideration for the immediate delivery of goods at the tasting site.
- b. Notwithstanding any other provisions of this Chapter to the contrary, any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide, furnish, or pour distilled spirits, wine, or malt beverage samples for customer tasting purposes on any temporary licensed retail premises as described in Section 311.218, 311.482, 311.485, 311.486, or 311.487, RSMo., or on any tax-exempt organization's licensed premises as described in Section 311.090, RSMo.
- c. Any Winery, Distiller, Etc., May Provide Or Furnish Distilled Spirits, Wine Or Malt Beverage Samples On A Licensed Retail Premises — When.
 - (1) Notwithstanding any other provisions of this Chapter to the contrary, any winery, distiller, manufacturer, wholesaler, or brewer or designated employee may provide or furnish distilled spirits, wine, or malt beverage samples on a licensed retail premises for customer tasting purposes so long as the winery, distiller, manufacturer, wholesaler, or brewer or designated employee has permission from the person holding the retail license. The retail licensed premises where such product tasting is provided shall maintain a special permit in accordance with Section 311.294, RSMo., or hold a by the drink for consumption on the premises where sold retail license. No money or anything of value shall be given to the retailers for the privilege or opportunity of conducting the on-the-premises product tasting.
 - (2) Distilled spirits, wine, or malt beverage samples may be dispensed by an employee of the retailer, winery, distiller, manufacturer, or brewer or by a sampling retained by the retailer, winery, distiller, manufacturer, or brewer. All sampling service employees that provide and pour intoxicating liquor samples on a licensed retail premises shall be required to complete a server training program approved by the Division of Alcohol and Tobacco Control.
 - (3) Any distilled spirits, wine, or malt beverage sample provided by the retailer, winery, distiller, manufacturer, wholesaler, or brewer remaining after the tasting shall be returned to the retailer, winery, distiller, manufacturer, wholesaler, or brewer.

4. Temporary Location For Liquor By The Drink, Caterers — Permit — Fee Required.

- a. The City may issue a temporary permit to caterers and other persons holding licenses to sell intoxicating liquor by the drink at retail for consumption on the premises pursuant to the provisions of this Chapter who furnish provisions and service for use at a particular function, occasion, or event at a particular location other than the licensed premises, but not including a "festival" as defined in Chapter 316, RSMo. The temporary permit shall be effective for a period not to exceed one hundred sixty-eight (168) consecutive hours and shall authorize the service of alcoholic beverages at such function, occasion, or event during the hours at which alcoholic beverages may lawfully be sold or served upon premises licensed to sell alcoholic

beverages for on-premises consumption. For every permit issued pursuant to the provisions of this Section, the permittee shall pay to the City an amount as set out in Section 600.040(A)(3)(c) below, or fraction thereof, for which the permit is issued.

- b. Except as provided in Subsection (c), all provisions of the Liquor Control Law and the ordinances, rules, and regulations of the City, in which is located the premises in which such function, occasion or event is held shall extend to such premises and shall be in force and enforceable during all the time that the permittee, its agents, servants, employees, or stock are in such premises. This temporary permit shall allow the sale of intoxicating liquor in the original package.
- c. Notwithstanding any other law to the contrary, any caterer who possesses a valid State and valid local liquor license may deliver alcoholic beverages, in the course of his/her catering business. A caterer who possesses a valid State and valid local liquor license need not obtain a separate license for each City the caterer delivers in, so long as such City permits any caterer to deliver alcoholic beverages within the City.
- d. To assure and control product quality, wholesalers may, but shall not be required to, give a retailer credit for intoxicating liquor with an alcohol content of less than five percent (5%) by weight delivered and invoiced under the catering permit number, but not used, if the wholesaler removes the product within seventy-two (72) hours of the expiration of the catering permit issued pursuant to this Section.

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Section 600.030 **License Regulations.**

~~A.~~ *A. Package Sales, Limitations.*

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- 1. No license shall be issued for the sale of intoxicating liquor in the original package, not to be consumed upon the premises where sold, except to a person engaged in, and to be used in connection with, the operation of one (1) or more of the following businesses: a drugstore, a cigar and tobacco store, a grocery store, a general merchandise store, a confectionery or delicatessen store, nor to any such person who does not have and keep in his/her store a stock of goods having a value according to invoices of at least one thousand dollars (\$1,000.00), exclusive of fixtures and intoxicating liquors.
- 2. Under such license, no intoxicating liquor shall be consumed on the premises where sold nor shall any original package be opened on the premises of the vendor except as otherwise provided in this Chapter or law.

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~~B. Temporary Permit For Sale By Drink - Certain Organizations.~~

- ~~1B. Notwithstanding any other provision of this Chapter, a permit for the sale of all kinds of intoxicating liquor, including intoxicating liquor in the original package, at retail by the drink for consumption on the premises of the licensee may be issued to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for the sale of such intoxicating liquor at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.~~
- 2. If the event will be held on a Sunday, the permit shall authorize the sale of intoxicating liquor on that day beginning at 11:00 A.M.

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~~3. At the same time that an applicant applies for a permit under the provisions of this Subsection, the applicant shall notify the Director of Revenue of the holding of the event by certified mail and by such notification shall accept responsibility for the collection and payment of any applicable sales tax.~~

~~4. No provision of law or rule or regulation of the City shall be interpreted as preventing any wholesaler or distributor from providing customary storage, cooling or dispensing equipment for use by the permit holder at such picnic, bazaar, fair or similar gathering.~~

E. *Operating Hours, Days.*

1. No person having a license issued pursuant to this Chapter nor any employee of such person shall sell, give away, or permit the consumption of any intoxicating liquor in any quantity between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and between the hours of 1:30 A.M. on Sunday and 6:00 A.M. on Monday except as otherwise authorized and licensed for Sunday sales, and if said person has a license to sell intoxicating liquor by the drink, his/her premises shall be and remain a closed place as defined in Section **600.010** of this Chapter and between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and 1:30 A.M. on Sunday and 6:00 A.M. on Monday. Where such licenses authorizing the sale of intoxicating liquor by the drink are held by clubs, hotels, or bowling alleys, this Section shall apply only to the room or rooms in which intoxicating liquor is dispensed; and where such licenses are held by restaurants or bowling alleys whose business is conducted in one room only, then the licensee shall keep securely locked during the hours and on the days herein specified all refrigerators, cabinets, cases, boxes and taps from which intoxicating liquor is dispensed.
2. When January 1, March 17, July 4 or December 31 falls on Sunday, and on the Sundays prior to Memorial Day and Labor Day and on ~~the Sunday on which the national championship game of the National Football League is played, commonly known as "Super Bowl Sunday,"~~Super Bowl Sunday, any person having a license to sell intoxicating liquor by the drink may be open for business and sell intoxicating liquor by the drink under the provisions of his/her license on that day from the time and until the time which would be lawful on another day of the week, notwithstanding any provisions of this Chapter to the contrary.

C. *Sale by the Drink.*

1. A sale by the drink may be made only by a holder of a retail liquor dealer's license.
2. When a sale by the drink is made, the container in every case shall be emptied and the contents thereof served as other intoxicating liquors sold by the drink are served.

D. General License Regulations.

1. Each license issued hereunder shall be conspicuously posted on the premises for which the license has been issued.
2. A separate license shall be required for each place of business. Every license issued under the provisions of this Chapter shall particularly describe the premises at which intoxicating liquor may be sold thereunder, and such license shall not be deemed to authorize or permit the sale of intoxicating liquor at any place other than that described therein.

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3. No license issued under this Chapter shall be transferable or assignable except as herein provided. In the event of the death of the licensee, the widow or widower or the next of kin of such deceased licensee, who shall meet the other requirements of this Chapter, may make application and the City Clerk may transfer such license to permit the operation of the business of the deceased for the remainder of the period for which a license fee has been paid by the deceased. Whenever one (1) or more members of a partnership ~~withdraws~~ withdraw from the partnership, the City Clerk, upon being requested, shall permit the remaining partner or partners originally licensed to continue to operate for the remainder of the period for which the license fee has been paid without obtaining a new license.
4. In the event any licensee desires to change the location of his/her place of business in the City, it shall be necessary for him/her to file an application in the same manner as herein provided for an original application, except that no additional fee shall be charged and the amended license, describing the new location, shall be issued immediately upon the approval of the application by the Board of Aldermen. Any change of location of the enterprise prior to issuance of such an amended license shall constitute a violation of this Section.
5. Every licensee shall keep displayed prominently at all times on its licensed premises any City license designating the premises as a place licensed by the City to sell intoxicating liquors. ~~Nonetheless, no application shall be disapproved by the Supervisor of Alcohol and Tobacco Control for failure to possess a City license when making application for a license.~~ Within ten (10) days from the issuance of said City license, the licensee shall file with the Supervisor of Alcohol and Tobacco Control a copy of such City license.
6. No person shall directly or indirectly have an interest in more than three (3) licenses.

Section 600.035 Sales Of Liquor Prohibited Near Schools And Churches.

A. A. — No license shall be granted for the sale of intoxicating liquor, as defined in this Chapter, within one hundred (100) feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the Board of Aldermen. ~~except that when a school, church or place of worship shall hereafter be established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor, the license shall not be denied for this reason.~~ Such consent shall not be granted until at least ten (10) days' written notice has been provided to all owners of property within one hundred (100) feet of the proposed licensed premises. The measurement shall be made along the shortest path that can be traveled by foot between the closest points of customer entry where intoxicating liquor is proposed to be sold or consumed and any normally used general public entrance of the school, church, or place of worship.

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B. B. — Subsection (A) of this Section shall not apply to:

1. Situations when a school, church or place of worship is established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor after the license has been issued.

2. A license issued by the Supervisor of Alcohol and Tobacco Control for the sale of intoxicating liquor pursuant to Section 311.218, RSMo., or to a license issued to any church, school, civic, service, fraternal, veteran, political, or charitable club or organization which has obtained an exemption from the payment of Federal taxes.

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3. C. — Subsection (A) of this Section shall not apply to any Any premises holding a license issued

before January 1, 2004, by the Supervisor of Alcohol and Tobacco Control for the sale of intoxicating liquor. To retain a license under this Subsection, the licensed premises shall not change license type, amend the legal description, or be without a liquor license for more than ninety (90) days.

Section 600.040 **Schedule Of License Fees.**

A. The following categories and subcategories of licenses shall be issued upon compliance with the provisions of this Chapter and payment of the license fee indicated:

1. *General Licenses.*

- a. Malt liquor — original package: _____ \$75.00-
- b. Intoxicating liquor (all kinds) — original package: _____ \$150.00-
- c. Malt liquor — by drink: _____ \$75.00-
- d. Malt liquor and light wines — by drink: _____ \$75.00-
- e. Intoxicating liquor (all kinds) — by drink: _____ \$450.00-

2. *Sunday Sales (Additional Fee).*

- a. Intoxicating liquor at retail: _____ \$300.00-

3. *Permits.*

- a. Temporary permit — by the drink for certain organizations [seven (7) days maximum]: _____ \$37.50-
- b. Tasting permit: _____ \$37.50-
- c. Caterers: ~~\$15.00~~ (per each calendar day-): _____ \$15.00

B. Of the license fee to be paid for any such license, the applicant shall pay as many 12ths as there are months (part of a month counted as a month) remaining from the date of the license to the next succeeding July 1.

C. Any other provision herein contained to the contrary notwithstanding, no license fee charged by the City shall exceed one and one-half (1 1/2) times the amount required by law to be paid into the State Treasury for a similar State permit or license. [R.O. 2016 § 600.140(B); R.O. 2011 § 600.140; Ord. No. 80-7 § 4(j), 8-20-1980; Ord. No. 93-5 § 3, 6-16-1993; Ord. No. 95-4 § 2, 2-15-1995; Ord. No. 95-7 § 1, 3-15-1995]

Section 600.045 ~~Temporary Location For Liquor By The Drink, Caterers — Permit — Fee Required.~~

~~A. The City may issue a temporary permitRetailer-Packaged Alcoholic Beverages Sold to caterers and other persons holding licenses to sell intoxicating liquor by the drink at retail for consumption on the premises pursuant to the provisions of this Chapter who furnish provisions and service for use at a particular function, occasion or event at a particular location other than the licensed premises, but not including a "festival" as defined in Chapter 316, RSMo. The temporary permit shall be effective for a period not to exceed one hundred sixty-eight (168) consecutive hours, and shall authorize the service of alcoholic beverages at such function, occasion or event during the hours at which alcoholic beverages may lawfully be sold or served upon premises licensed to sell alcoholic beverages for on-premises consumption.~~

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~~For every permit issued pursuant to the provisions of this Section, the permittee shall pay to the City an amount as set out in Section 600.040(A)(3)(e) above, or fraction thereof, for which the permit is issued.~~
Customers in “To-Go” Containers

~~B.—Except as provided in Subsection (C), all provisions of the Liquor Control Law and the ordinances, rules and regulations of the City, in which is located the premises in which such function, occasion or event is held shall extend to such premises and shall be in force and enforceable during all the time that the permittee, its agents, servants, employees, or stock are in such premises. This temporary permit shall allow the sale of intoxicating liquor in the original package.~~

~~C.—Notwithstanding any other law to the contrary, any caterer who possesses a valid State and valid local liquor license may deliver alcoholic beverages, in the course of his/her catering business. A caterer who possesses a valid State and valid local liquor license need not obtain a separate license for each City the caterer delivers in, so long as such City permits any caterer to deliver alcoholic beverages within the City.~~

~~D.—To assure and control product quality, wholesalers may, but shall not be required to, give a retailer credit for intoxicating liquor with an alcohol content of less than five percent (5%) by weight delivered and invoiced under the catering permit number, but not used, if the wholesaler removes the product within seventy two (72) hours of the expiration of the catering permit issued pursuant to this Section.~~

A. Notwithstanding any provision of law to the contrary, any person who is licensed by the City to sell intoxicating liquor at retail by the drink for on-premises consumption may sell retailer-packaged alcoholic beverages to customers in containers, filled on such premises by any employee of the retailer who is twenty-one years of age or older, for off-premises consumption if all the following requirements are met:

1. The container of the alcoholic beverage is rigid, durable, leak-proof, sealable, and designed to prevent consumption without removal of the tamperproof cap or seal. A “sealable” container does not include a container with a lid with sipping holes or openings for straws;
2. The contents of each container do not exceed one hundred twenty eight ounces;
3. The patron orders and purchases a meal from the licensee simultaneous with the alcoholic beverage purchase. For purposes of this subdivision, a “meal” is defined as food that has been prepared on-premises;
4. The number of alcoholic beverages sold under this section by a licensee for off-premises consumption is limited to twice the number of meal servings sold by the licensee for off-premises consumption;
5. The licensee provides the patron with a dated receipt or an electronic record for the meal and alcohol beverages; and
6. The container is either:
 - a. Placed in a single-use, transparent bag that is securely sealed and made tamperproof such that the lid, cap, or seal will visibly demonstrate when a bag or container has been opened; or
 - b. The container opening is sealed with tamperproof tape that will visibly demonstrate when a bag or container has been opened.
7. The filling of a container under this section shall follow Section 3-304.17(c) of the 2009 Food and Drug Administration Food Code.

B. Containers that are filled under subsection A of this section shall be affixed with a label or a tag that contains the name and address of the business that filled the container, in type not smaller than three millimeters in height and not more than twelve characters per inch, and states, "THIS BEVERAGE CONTAINS ALCOHOL."

Section 600.050 Self-Dispensing Of Beer Or Wine Permitted, When.

- A. Any person licensed to sell liquor at retail by the drink for consumption on the premises where sold may use a self-dispensing system, which is monitored and controlled by the licensee and allows patrons of the licensee to self-dispense beer or wine. Before a patron may dispense beer or wine, an employee of the licensee must first authorize an amount of beer or wine, not to exceed thirty-two (32) ounces of beer or sixteen (16) ounces of wine per patron per authorization, to be dispensed by the self-dispensing system.
- B. No provision of law or rule or regulation of the City shall be interpreted to allow any wholesaler, distributor, or manufacturer of intoxicating liquor to furnish self-dispensing or cooling equipment or provide services for the maintenance, sanitation, or repair of self-dispensing systems.

Section 600.053 Draft Beer, Sale Of 32 To 128 Fluid Ounces Dispensed On Premises For Consumption Off Premises — Requirements.

- A. Any person who is licensed to sell intoxicating liquor in the original package at retail as provided in Subsection 1 of Section 311.200, RSMo., may sell from thirty-two (32) to one hundred twenty-eight (128) fluid ounces of draft beer to customers in containers filled by any employee of the retailer on the premises for consumption off such premises. Any employee of the licensee shall be at least twenty-one (21) years of age to fill containers with draft beer.
- B. No provision of law, rule, or regulation shall be interpreted to allow any wholesaler, distributor, or manufacturer of intoxicating liquor to furnish dispensing or cooling equipment, or containers that are filled or refilled under Subsection (A) of this Section, to any person who is licensed to sell intoxicating liquor in the original package at retail as provided in Subsection 1 of Section 311.200, RSMo.
- C. Requirements Regarding Containers.
 - 1. Containers that are filled or refilled under Subsection (A) of this Section shall be affixed with a label or a tag that shall contain the following information in type not smaller than three (3) millimeters in height and not more than twelve (12) characters per inch:
 - a. Brand name of the product dispensed;
 - b. Name of brewer or bottler;
 - c. Class of product, such as beer, ale, lager, bock, stout, or other brewed or fermented beverage;
 - d. Net contents;
 - e. Name and address of the business that filled or refilled the container;
 - f. Date of fill or refill;
 - g. The following statement: "This product may be unfiltered and unpasteurized. Keep refrigerated

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at all times."

2. Containers that are filled or refilled under Subsection (A) of this Section shall be affixed with the alcoholic beverage health warning statement as required by the Federal Alcohol Administration Act, as regulated by 27 CFR 16.20 to 16.22.

D. Additional Regulations.

1. The filling and refilling of containers shall only occur on demand by a customer and containers shall not be pre-filled by the retailer or its employee.
2. Containers shall only be filled or refilled by an employee of the retailer.
3. Containers shall be filled or refilled as follows:
 - a. Containers shall be filled or refilled with a tube as described in Subsection (D)(4) below and:
 - (1) Food-grade sanitizer shall be used in accordance with the Environmental Protection Agency registered label use instructions;
 - (2) A container of liquid food-grade sanitizer shall be maintained for no more than ten (10) malt beverage taps that will be used for filling and refilling containers;
 - (3) Each container shall contain no fewer than five (5) tubes that will be used only for filling and refilling containers;
 - (4) The container shall be inspected visually for contamination;
 - (5) After each filling or refilling of a container, the tube shall be immersed in the container with the liquid food-grade sanitizer; and
 - (6) A different tube from the container shall be used for each filling or refilling of a container; or
 - b. Containers shall be filled or refilled with a contamination-free process and:
 - (1) The container shall be inspected visually for contamination;
 - (2) The container shall only be filled or refilled by the retailer's employee; and
 - (3) The filling or refilling shall ~~be in compliance with~~ follow the Food and Drug Administration Code 2009, Section 3-304.17(c).
4. Containers shall be filled or refilled from the bottom of the container to the top with a tube that is attached to the malt beverage faucet and extends to the bottom of the container or with a commercial filling machine.
5. When not in use, tubes to fill or refill shall be immersed and stored in a container with liquid food-grade sanitizer.

6. After filling or refilling a container, the container shall be sealed as set forth in Subsection (A) of this Section.

Section 600.055 **Application for License; Qualifications.**

A. Filing And Approval Of An Application.

1. Each application for a license shall be filed with the City Clerk on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.
2. Upon approval of any application for a license, the City Clerk shall grant the applicant a license to conduct business in the City for a term to expire with the 30th day of June next succeeding the date of such license, unless such license be revoked or suspended for cause before the expiration of such time.

B. Qualifications For Licenses.

1. No person shall be granted a license hereunder unless such person is of good moral character and a qualified legal voter and a taxpaying citizen of the County or City, nor shall any corporation be granted a license hereunder unless the managing officer of such corporation is of good moral character and a qualified legal voter and taxpaying citizen of the County or City; and, except as otherwise provided under Subsection (G) of this Section, no person shall be granted a license or permit hereunder whose license as such dealer has been revoked, or who has been convicted, since the ratification of the 21st Amendment to the Constitution of the United States, of a violation of the provisions of any law applicable to the manufacture or sale of intoxicating liquor, or who employs in his or her business as such dealer any person whose license has been revoked unless five (5) years have passed since the revocation as provided under Subsection (F) of this Section, or who has been convicted of violating such law since the date aforesaid; provided that nothing in this Section contained shall prevent the issuance of licenses to non-residents of Missouri or foreign corporations for the privilege of selling to duly licensed wholesalers and soliciting orders for the sale of intoxicating liquors to, by or through a duly licensed wholesaler within this State.
2. Additional Requirements; Exceptions.
 - a. No person, partnership or corporation shall be qualified for a license under this Chapter if such person, any member of such partnership or such corporation, or any officer, director or any stockholder owning, legally or beneficially, directly or indirectly, ten percent (10%) or more of the stock of such corporation or other financial interest therein, or ten percent (10%) or more of the interest in the business for which the person, partnership or corporation is licensed, or any person employed in the business licensed under this Chapter shall have had a license revoked under this Chapter except as otherwise provided under Subsections (F) and (G) of this Section, or shall have been convicted of violating the provisions of any law applicable to the manufacture or sale of intoxicating liquor since the ratification of the 21st Amendment to the Constitution of the United States, or shall not be a person of good moral character.
 - b. No license issued under this Chapter shall be denied, suspended, revoked, or otherwise affected based solely on the fact that an employee of the licensee has been convicted of a felony unrelated to the manufacture or sale of intoxicating liquor. Each employer shall report the

identity of any employee convicted of a felony to the Division of Liquor Control. The Division of Liquor Control shall promulgate rules to enforce the provisions of this Subsection.

- c. No wholesaler license shall be issued to a corporation for the sale of intoxicating liquor containing alcohol in excess of five percent (5%) by weight, except to a resident corporation as defined in this Section.
- C. A "resident corporation" is defined to be a corporation incorporated under the laws of this State, all the officers and directors of which, and all the stockholders, who legally and beneficially own or control sixty percent (60%) or more of the stock in amount and in voting rights, shall be qualified legal voters and taxpaying citizens of the county and municipality in which they reside and who shall have been bona fide residents of the State for a period of three (3) years continuously immediately prior to the date of filing of application for a license, provided that a stockholder need not be a voter or a taxpayer, and all the resident stockholders of which shall own, legally and beneficially, at least sixty percent (60%) of all the financial interest in the business to be licensed under this Chapter; provided that no corporation licensed under the provisions of this Chapter on January 1, 1947, nor any corporation succeeding to the business of a corporation licensed on January 1, 1947, as a result of a tax-free reorganization coming within the provisions of Section 112, United States Internal Revenue Code, shall be disqualified by reason of the new requirements herein, except corporations engaged in the manufacture of alcoholic beverages containing alcohol in excess of five percent (5%) by weight, or owned or controlled, directly or indirectly, by non-resident persons, partnerships or corporations engaged in the manufacture of alcoholic beverages containing alcohol in excess of five percent (5%) by weight.
- D. The term "financial interest" as used in this ~~Chapter~~Section is defined to mean all interest, legal or beneficial, direct or indirect, in the capital devoted to the licensed enterprise and all such interest in the net profits of the enterprise, after the payment of reasonable and necessary operating business expenses and taxes, including interest in dividends, preferred dividends, interest and profits, directly or indirectly paid as compensation for, or in consideration of interest in, or for use of, the capital devoted to the enterprise, or for property or money advanced, loaned or otherwise made available to the enterprise, except by way of ordinary commercial credit or bona fide bank credit not in excess of credit customarily granted by banking institutions, whether paid as dividends, interest or profits, or in the guise of royalties, commissions, salaries, or any other form whatsoever.
- E. The City Clerk shall by regulation require all applicants for licenses to file written statements, under oath, containing the information reasonably required to administer this Section. Statements by applicants for licenses as wholesalers and retailers shall set out, with other information required, full information concerning the residence of all persons financially interested in the business to be licensed as required by regulation. All material changes in the information filed shall be promptly reported to the City Clerk.
- F. Any person whose license or permit issued under this Chapter has been revoked shall be ~~automatically-eligible~~ineligible to work as an employee of an establishment holding a license or permit under this Chapter ~~for~~ five (5) years after the date of the revocation.
- G. Any person whose license or permit issued under this Chapter has been revoked shall be eligible to apply and be qualified for a new license or permit five (5) years after the date of the revocation. The person may be issued a new license or permit at the discretion of the Division of Alcohol and Tobacco Control. If the City denies the request for a new permit or license, the person may not submit a new application for five

(5) years from the date of the denial. If the application is approved, the person shall pay all fees required by law for the license or permit. ~~Any person whose request for a new license or permit is denied may seek a determination by the Administrative Hearing Commission as provided under Section 311.691, RSMo.~~

Section 600.060 **Minors.**

A. Persons 18 Years Of Age Or Older May Sell Or Handle Intoxicating Liquor, When.

1. Except as otherwise provided in this Section, no person under the age of twenty-one (21) years shall sell or assist in the sale or dispensing of intoxicating liquor.
2. In any place of business licensed in accordance with this Chapter, persons at least eighteen (18) years of age may stock, arrange displays, operate the cash register or scanner connected to a cash register, accept payment for, and sack for carry-out, intoxicating liquor. Delivery of intoxicating liquor away from the licensed business premises cannot be performed by anyone under the age of twenty-one (21) years. Any licensee who employs any person under the age of twenty-one (21) years, as authorized by this Subsection, shall, when at least fifty percent (50%) of the licensee's gross sales does not consist of non-alcoholic sales, have an employee twenty-one (21) years of age or older on the licensed premises during all hours of operation.
3. In any distillery, warehouse, wholesale distributorship, or similar place of business which stores or distributes intoxicating liquor, but which does not sell intoxicating liquor at retail, persons at least eighteen (18) years of age may be employed, and their duties may include the handling of intoxicating liquor for all purposes except consumption, sale at retail, or dispensing for consumption or sale at retail.
4. Any wholesaler licensed pursuant to this Chapter may employ persons of at least eighteen (18) years of age to:
 - a. Rotate, stock, and arrange displays at retail establishments licensed to sell intoxicating liquor; and
 - b. Unload delivery vehicles and transfer intoxicating liquor into retail licensed premises if such persons are supervised by a delivery vehicle driver who is twenty-one (21) years of age or older.
5. Persons eighteen (18) years of age or older may, when acting in the capacity of a waiter or waitress, accept payment for or serve intoxicating liquor in places of business which sell food for consumption on the premises if at least fifty percent (50%) of all sales in those places consists of food; provided that nothing in this Section shall authorize persons under twenty-one (21) years of age to mix, or serve across the bar, intoxicating beverages.

B. Sales To Minor — Exceptions.

1. No licensee, his/her employee, or any other person shall procure for, sell, vend, give away or otherwise supply any intoxicating liquor in any quantity whatsoever to any person under the age of twenty-one (21) years, except that this Section shall not apply to the parent or guardian of the minor nor to the supplying of intoxicating liquor to a person under the age of twenty-one (21) years for medical purposes only or to the administering of such intoxicating liquor to such person by a duly licensed physician. No person shall be denied a license or renewal of a license issued under this Chapter solely due to a conviction for unlawful sale or supply to a minor while serving in the

capacity as an employee of a licensed establishment.

2. Any owner, occupant, or other person or legal entity with a lawful right to the exclusive use and enjoyment of any property who knowingly allows a person under the age of twenty-one (21) to drink or possess intoxicating liquor or knowingly fails to stop a person under the age of twenty-one (21) from drinking or possessing intoxicating liquor on such property, unless such person allowing the person under the age of twenty-one (21) to drink or possess intoxicating liquor is his/her parent or guardian, is guilty of an ordinance violation.
 3. It shall be a defense to prosecution under this Subsection if:
 - a. The defendant is a licensed retailer, club, drinking establishment, or caterer or holds a temporary permit, or an employee thereof;
 - b. The defendant sold the intoxicating liquor to the minor with reasonable cause to believe that the minor was twenty-one (21) or more years of age; and
 - c. To purchase the intoxicating liquor, the person exhibited to the defendant a driver's license, Missouri non-driver's identification card, or other official or apparently official document, containing a photograph of the minor and purporting to establish that such minor was twenty-one (21) years of age and of the legal age for consumption of intoxicating liquor.
- C. Misrepresentation Of Age By Minor To Obtain Liquor — Use Of Altered Driver's License, Passport Or I.D. Cards, Penalties.
1. No person under the age of twenty-one (21) years shall represent, for the purpose of purchasing, asking for or in any way receiving any intoxicating liquor, that he/she has attained the age of twenty-one (21) years, except in cases authorized by law.
 2. In addition to Subsection (C)(1) of this Section, no person under the age of twenty-one (21) years shall use a reproduced, modified or altered chauffeur's license, motor vehicle operator's license, identification card issued by any uniformed service of the United States, passport or identification card established in Section 302.181, RSMo., for the purpose of purchasing, asking for or in any way receiving any intoxicating liquor.
- D. Minors In Possession Of Intoxicating Liquor.
1. No person under the age of twenty-one (21) years shall purchase or attempt to purchase, or have in his/her possession, any intoxicating liquor as defined in Section 600.010, or shall be visibly in an intoxicated condition as defined in Section 577.001, RSMo., or shall have a detectable blood alcohol content of more than two-hundredths of one percent (.02%) or more by weight of alcohol in such person's blood.
 2. Any person under the age of twenty-one (21) years who purchases or attempts to purchase, or has in his or her possession, any intoxicating liquor, or who is visibly in an intoxicated condition as defined in Section 577.001, RSMo., shall be deemed to have given consent to a chemical test or tests of the person's breath, blood, saliva, or urine for the purpose of determining the alcohol or drug content of the person's blood. The implied consent to submit to the chemical tests listed in this Subsection shall

be limited to not more than two (2) such tests arising from the same arrest, incident, or charge. Chemical analysis of the person's breath, blood, saliva, or urine shall be performed according to methods approved by the State Department of Health and Senior Services by licensed medical personnel or by a person possessing a valid permit issued by the State Department of Health and Senior Services for this purpose. The State Department of Health and Senior Services shall approve satisfactory techniques, devices, equipment, or methods to be considered valid and shall establish standards to ascertain the qualifications and competence of individuals to conduct analyses and to issue permits which shall be subject to termination or revocation by the State Department of Health and Senior Services. The person tested may have a physician, or a qualified technician, chemist, registered nurse, or other qualified person at the choosing and expense of the person to be tested, administer a test in addition to any administered at the direction of a Law Enforcement Officer. The failure or inability to obtain an additional test by a person shall not preclude the admission of evidence relating to the test taken at the direction of a Law Enforcement Officer. Upon the request of the person who is tested, full information concerning the test shall be made available to such person.

- a. "Full information" is limited to the following:
 - (1) The type of test administered and the procedures followed;
 - (2) The time of the collection of the blood or breath sample or urine analyzed;
 - (3) The numerical results of the test indicating the alcohol content of the blood and breath and urine;
 - (4) The type and status of any permit which was held by the person who performed the test;
 - (5) If the test was administered by means of a breath-testing instrument, the date of performance of the most recent required maintenance of such instrument.
- b. "Full information" does not include manuals, schematics, or software of the instrument used to test the person or any other material that is not in the actual possession of the State. Additionally, "full information" does not include information in the possession of the manufacturer of the test instrument.

3. Exception.

- a. The provisions of this Subsection shall not apply to a student who:
 - (1) Is eighteen (18) years of age or older;
 - (2) Is enrolled in an accredited college or university and is a student in a culinary course;
 - (3) Is required to taste, but not consume or imbibe, any beer, ale, porter, wine, or other similar malt or fermented beverage as part of the required curriculum; and
 - (4) Tastes a beverage under Subsection(D)(3)(a)(3) of this Section only for instructional purposes during classes that are part of the curriculum of the accredited college or university.
- b. The beverage must at all times remain in the possession and control of any authorized instructor of

the college or university, who must be twenty-one (21) years of age or older. Nothing in this Subsection may be construed to allow a student under the age of twenty-one (21) to receive any beer, ale, porter, wine or other similar malt or fermented beverage unless the beverage is delivered as part of the student's required curriculum and the beverage is used only for instructional purposes during classes conducted as part of the curriculum.

Section 600.065 Burden Of Proof On Violator Concerning Manufacturer-Sealed Container.

For purposes of determining violations and prosecution under this Chapter, or any rule or regulation of the Supervisor of Alcohol and Tobacco Control, a manufacturer-sealed container describing that there is intoxicating liquor therein need not be opened or the contents therein tested to verify that there is intoxicating liquor in such container. The alleged violator may allege that there was no intoxicating liquor in such container, but the burden of proof of such allegation is on such person, as it shall be presumed that such a sealed container describing that there is intoxicating liquor therein contains intoxicating liquor.

Section 600.070 Miscellaneous Offenses.

- A. *Unlawful For Licensed Retailer To Purchase From Other Than Licensed Wholesaler.* It shall be unlawful for any licensee to purchase any intoxicating liquor except from, by or through a duly licensed wholesale liquor dealer in this State. It shall be unlawful for such retail liquor dealer to sell or offer for sale any intoxicating liquor purchased in violation of the provisions of this Section.
- B. *Packaging, Labeling, Repackaging Prohibited, When.* Any retailer licensed pursuant to this Chapter shall not:
 - 1. Sell intoxicating liquor with an alcohol content of less than five percent (5%) by weight to the consumer in an original carton received from the wholesaler that has been mutilated, torn apart, or cut apart; or
 - 2. Repackage intoxicating liquor with an alcohol content of less than five percent (5%) by weight in a manner misleading to the consumer or that results in required labeling being omitted or obscured.
- C. *Mixing Liquor With Drugs Prohibited.* No licensee, or any other person, shall for any purpose whatsoever mix or permit or cause to be mixed with any intoxicating liquor kept for sale, sold or supplied by him/her as a beverage any drug or form of methyl alcohol or impure form of alcohol.
- D. *Unlawful To Sell Unlabeled Liquor — Penalty.* It shall be unlawful for any person to sell any intoxicating liquor which has not been inspected and labeled according to the provisions of the Liquor Control Law of Missouri, and any such person upon conviction shall have his/her license revoked and shall be ineligible to receive any subsequent liquor license for a period of two (2) years thereafter.
- E. *Only Those Liquors Authorized By License To Be Kept On Premises.* It shall be unlawful for any licensee licensed for the sale of intoxicating liquor at retail by the drink for consumption on the premises to keep in or upon the premises described in such license any intoxicating liquor other than the kind of liquor expressly authorized to be sold by such licensee.
- F. *Persons Apparently Intoxicated Not To Be Provided With Intoxicating Liquor.* It shall be unlawful for any licensee, or his/her employee or agent, to sell or supply intoxicating liquor, or permit such to be sold or supplied, to a habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor.

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G. *Drinking In Public Places Prohibited.*

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1. For purposes of this Section, the term "public place" shall mean any public street, highway, alley, sidewalk, thoroughfare or other public way of the City, or any parking lot.
2. No person shall drink or ingest any intoxicating liquor in or on any public place.
3. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor while in or upon any public place.
4. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor while within or on any motor vehicle while the same is being operated upon, or parked or standing in or upon, any public place. Any person operating a motor vehicle shall be deemed to be in possession of an open container contained within the motor vehicle he/she has control of whether or not he/she has actual physical possession of the open container.

Section 600.075 **Manufacturing A False Identification.**

- A. A person commits the offense of manufacturing a false identification if he or she possesses any means of identification for the purpose of manufacturing and providing or selling a false identification card to a person under the age of twenty-one (21) for the purpose of purchasing or obtaining alcohol.
- B. The offense of manufacturing a false identification is an ordinance violation.

Section 600.080 **Warning Sign Displayed — Liquor Licenses.**

Any person who is licensed to sell or serve alcoholic beverages at any establishment shall place on the premises of such establishment a warning sign as described in this Section. Such sign shall be at least eleven by fourteen (11 x 14) inches and shall read "WARNING: Drinking alcoholic beverages during pregnancy may cause birth defects." The licensee shall display such sign in a conspicuous place on the licensed premises.

Section 600.090 **Administration Of Law — License Suspension/Revocation.**

- A. *Suspension Or Revocation Of License — When — Manner.* The Board of Aldermen may suspend or revoke the license of any person for cause shown. In such cases the City Clerk shall schedule a hearing before the Board of Aldermen or a hearing officer not less than ten (10) days prior to the effective date of revocation or suspension, and prior to the hearing the City Clerk shall give not less than ten (10) days' written notice specifying grounds for the suspension or revocation thereof to the licensee of the grounds upon which the license is sought to be revoked or suspended and the time, date, and place of the hearing. Notice may be accomplished by personal delivery, United States Mail or by posting on the licensed premises. The hearing shall be conducted in accordance with Section **600.100** of this Chapter.

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- B. *Grounds For Suspension Or Revocation.* A license may be suspended or revoked for any of the following reasons:

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1. Violating any of the provisions of either this Chapter, Chapter 311, RSMo., or any ordinance of the City; or
2. Failing to obtain or keep a license from the State Supervisor of Alcohol and Tobacco Control; or
3. Making a false affidavit in an application for a license under this Chapter; or

4. Failing to keep an orderly place or house; or
5. Selling, offering for sale, possessing, or knowingly permitting the consumption on the licensed premises of any kind of intoxicating liquors, the sale, possession, or consumption of which is not authorized under the license; or
6. Selling, offering for sale, possessing, or knowingly permitting the consumption of any intoxicating liquor which has not been inspected and labeled according to the laws of the State of Missouri; or
7. Selling, giving, or otherwise supplying intoxicating liquor to:
 - a. Any person under the age of twenty-one (21) years, or
 - b. Any person during unauthorized hours on the licensed premises, or
 - c. A habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor, or
 - d. Any person on the licensed premises during a term of suspension as ordered by the Board of Aldermen.

C. *Automatic Revocation/Suspension.* A license shall be revoked automatically if the licensee's State liquor license is revoked or if the licensee is convicted in any court of any violation of this Chapter or Chapter 311, RSMo., or of any felony violation of Chapter 195 or 579, RSMo., in the course of business. A license shall be suspended automatically if the licensee's State liquor license is suspended, and the suspension shall be for a term not less than that imposed by the State.

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D. *Effect Of Suspension.* No person whose license shall have been suspended by order of the Board of Aldermen shall sell or give away any intoxicating liquor during the time such suspension is in effect. Any licensee desiring to keep premises open for the sale of food or merchandise during the period of suspension shall display the Board of Aldermen's order of suspension in a conspicuous place on the premises so that all persons visiting the premises may readily see the same.

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Section 600.100 Hearings Upon Suspension Or Revocation Of Licenses.

A. *Hearing Officer.* Hearings may be had before the Board of Aldermen or before a Hearing Officer appointed by the Board of Aldermen who shall be an attorney licensed to practice law in the State of Missouri. If held before a Hearing Officer, he/she shall report to the Board of Aldermen findings of fact, conclusions of law and recommendations. The Board of Aldermen may accept, modify, or refuse to accept the report of the Hearing Officer or any portion thereof.

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B. *Witnesses — How Summoned.* Subpoenas may be issued by the Board of Aldermen for any person whose testimony is desired at any hearing. Such subpoenas may be served and returns thereon made by any agent and in the same manner as provided by law for the service of subpoenas in civil suits in the Circuit Courts of this State. The Board of Aldermen also may issue subpoenas duces tecum requiring the production of documents or other items pertaining to the subject of the inquiry.

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C. *Witnesses To Be Sworn.* Before any witness shall testify in any such hearing, he/she shall be sworn by the City Clerk to tell the truth and nothing but the truth.

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D. Decision — Suspension Or Revocation. If the evidence supports a finding that the license should be revoked or suspended pursuant to Section **600.090** of this Chapter, the Board of Aldermen shall issue a written order which shall include specific findings of fact setting forth the grounds for the action taken. If the evidence fails to support a finding that the license should be revoked or suspended, then no such order shall be issued.

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E. Appeal. Any applicant or licensee aggrieved by a decision of the Board of Aldermen may appeal such decision to the Circuit Court as provided for contested cases in Chapter 536, RSMo., provided such appeal is filed within thirty (30) days of the date of the Board of Aldermen's decision. This appeal period shall be jurisdictional to the Circuit Court. The Board of Aldermen may delay the implementation of ~~it~~the order pending appeal.

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Section 600.110 Collection, Disposition Of Fees.

[R.O. 2016 § 600.150; R.O. 2011 § 600.150; Ord. No. 80-7 § 4(k), 8-20-1980]

All fees collected by the City Clerk pursuant to the provisions of this Chapter shall be accounted for and paid into the City Treasury.

Section 600.120 Other Licenses May Be Required For Other Business Activities.

[R.O. 2016 § 600.160; R.O. 2011 § 600.160; Ord. No. 80-7 § 4(m), 8-20-1980; Ord. No. 315 § 3, 7-7-2010; R.O. 2016 § 600.090; R.O. 2011 § 600.090; Ord. No. 80-7 § 4(d), 8-20-1980]

The license required by this Chapter shall be in addition to and independent of any other licenses required by the City.

Section 600.130 Violations And Penalties.

In addition to any suspension or revocation proceedings set forth herein, or any remedies at law or equity, any person, firm or corporation violating any provisions of this Chapter shall be subject to the general penalty provision of Section 100.220 of this Code.

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**AN ORDINANCE ESTABLISHING THE ANNUAL RATE OF TAX LEVY
FOR THE YEAR 2021 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**

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

Section 1. There is hereby levied upon all property subject to taxation within the corporate limits of the City of Twin Oaks

- A. There is hereby levied upon all real residential property and all personal property, an ad valorem tax calculated to be \$ 0.0000 on the one hundred dollars (\$100) assessed valuation as shown on the assessment books of St. Louis County, as converted and amended by the Board of Equalization and certified to by the County Clerk.
- B. There is hereby levied upon all real commercial property, an ad valorem tax in the amount which is equal to the tax rate ceiling as shown on the State Auditor's Pro Forma for 2021 on the one hundred dollars (\$100) assessed valuation as shown on the assessment books of St. Louis County, as converted and amended by the Board of Equalization and certified to by the County Clerk. (Note: this amount has been preliminarily calculated to be \$0.4190 per one hundred dollars (\$100) assessed valuation; however, it is the Board of Aldermen's intention to set the tax rate at the tax rate ceiling as such may be determined prior to October 1, 2021. In no instance shall the reflection of this preliminary calculation be construed as a voluntary reduction of the 2020 tax rate or as the City's attempt to exceed the tax rate ceiling for this subclass of property).

Section 2. The Clerk of Saint Louis County, Missouri, and the Revenue Department thereof, are hereby authorized to extend on the books of the Collector the amount of the taxes due and collectible according to the above rates on all Residential and Commercial Real Property and Personal Property within the corporate limits of the City of Twin Oaks, Missouri.

Section 3. The Collector for the City of Twin Oaks is directed to obtain from the County Clerk of Saint Louis County, Missouri, the necessary Real Estate, Commercial and Personal Property tax abstracts for the purpose of extension, billing and collecting said extended taxes at his office, and the collection of all taxes so extended shall be enforced in the same manner and under the same rules and regulations as may be provided by law for collecting and enforcing the payment of State and County taxes.

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 22nd DAY OF SEPTEMBER 2021.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk