

**CITY OF TWIN OAKS  
BOARD OF ALDERMEN MEETING  
BOARD CHAMBERS, TWIN OAKS CITY HALL  
1381 BIG BEND ROAD  
WEDNESDAY, JULY 1, 2020, 7:00 p.m.**

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

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

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

Residents and others who wish to comment on any item not on the agenda may also email their comments to City Clerk Frank Johnson, [fjohnson@cityoftwinoaks.com](mailto:fjohnson@cityoftwinoaks.com), by 6:30 p.m. on July 1, 2020, and their comments will be shared with the Board at the appropriate time.

**Tentative Agenda**

- 1) REGULAR MEETING CALLED TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) APPROVAL OF CONSENT AGENDA
  - a) Board of Aldermen Regular Session Minutes from June 17, 2020
  - b) Board of Aldermen Work Session Minutes from June 17, 2020
  - c) Bills List from June 14 to June 26, 2020
- 6) ELECTION RESULTS
  - a) Resolution 20-15: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN ACCEPTING THE ABSTRACT OF THE CITY ELECTION HELD ON JUNE 2, 2020 AS RETURNED TO THE CITY BY THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY.
- 7) ADJOURNMENT SINE DIE
- 8) OATHS OF OFFICE
- 9) ROLL CALL

10) ELECT BOARD PRESIDENT

11) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS

- a) Police Report — Officer John Wehner

12) PRELIMINARY CITIZEN COMMENTS

13) NEW BUSINESS

- a) Resolution 20-16: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT BETWEEN THE CITY OF TWIN OAKS AND BATES ELECTRIC, INC. FOR SITE WORK FOR THE INSTALLATION OF AN AMEREN LIGHT POLE.
- b) Resolution 20-17: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING THE CITY CLERK'S REQUEST TO DESTROY CERTAIN RECORDS.
- c) Resolution 20-18: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT BETWEEN THE CITY OF TWIN OAKS AND J & B FRANCHISE VENTURE, INC. DOING BUSINESS AS JAN-PRO CLEANING SYSTEMS OF ST. LOUIS FOR CLEANING AND DISINFECTING SERVICES.

14) DISCUSSION ITEMS

- a) Meramec Road Striping — Lee Cannon, CBB

15) ATTORNEY'S REPORT

16) CITY CLERK'S REPORT

17) MAYOR AND ALDERMEN COMMENTS

18) FINAL CITIZEN COMMENTS

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

19) ADJOURNMENT

Frank Johnson  
City Clerk

POSTED: June 29, 2020, 2:00 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, JUNE 17, 2020**

The meeting of the Twin Oaks Board of Aldermen was called to order at 7:04 pm. Roll Call was taken:

Mayor: Russ Fortune-yea

Aldermen: April Milne –yea  
Dennis Whitmore –yea

Lisa Eisenhauer – yea  
Tim Stoeckl – yea

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

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

**APPROVAL OF THE AGENDA**

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

**APPROVAL OF THE CONSENT AGENDA**

Mayor Fortune asked if there were any changes to the Consent Agenda consisting of the June 3, 2020 Regular Session Minutes, the Bills List from May 30, 2020 to June 13, 2020, Credit Card list from March 17, 2020 to April 15, 2020 and the Credit Card list from April 16, 2020 to May 17, 2020. Alderman Milne motioned to approve the Consent Agenda seconded by Alderman Whitmore. The motion passed by voice vote.

**PRELIMINARY CITIZEN COMMENTS**

There were no citizen comments.

**NEW BUSINESS**

**Resolution 2020-14-A Resolution Of The Twin Oaks Board Of Aldermen Approving An Agreement Between The City Of Twin Oaks And J&M Displays, Inc. For Fireworks:** Mayor Fortune asked for any questions concerning Resolution 2020-14.

Mayor Fortune asked for a motion to approve Resolution 2020-14. Alderman Eisenhauer motioned to approve Resolution 2020-14, seconded by Alderman Whitmore. The motion passed by voice vote.

**Bill No. 20-07-An Ordinance Extending The Due Date Of The Annual License Fee For Businesses And Occupations Pursuant To Chapter 605 Of The Code Of Ordinances Of The City Of Twin:** First reading of Bill No. 20-07 was read. Mayor Fortune ask if there was any discussion on Bill No. 20-07. The second reading of Bill No. 20-07 was read. Alderman Whitmore motioned to approve Bill No. 20-07, seconded by Alderman Milne and the motion passed on a roll call vote as follows: Aldermen Milne-yea, Eisenhauer-yea Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 20-07 Being duly passed becomes Ordinance No. 20-07.

**Bill No. 20-08-An Ordinance Amending Section 140.040, “Employment Policy” To Include Personal Spending Stipend As Employment Benefit As Established By Ordinance No. 423; Setting The Personal Spending Account Benefit Levels For 2020; Repealing Ordinance No. 423; And Related Matters:** First reading of Bill No. 20-08 was read. Mayor Fortune ask if there was any discussion on Bill No. 20-08. The second reading of Bill No. 20-08 was read. Alderman Eisenhauer motioned to approve Bill No. 20-08, seconded by Alderman Whitmore and the motion passed on a roll call vote as follows: Aldermen Milne-yea, Eisenhauer-yea Whitmore-yea and Stoeckl-yea. Mayor Fortune stated that Bill No. 20-08 Being duly passed becomes Ordinance No. 20-08.

Alderman Eisenhauer motioned to pay the prorated share of the Personal Spending Stipend for the remaining pay periods for 2020 for City Clerk Johnson. The motion was seconded by Alderman Milne and the motion passed by a voice vote.

### **DISCUSSION ITEMS**

**Food Truck Event:** Alderman Milne stated she thought that it would be a fun event to have a food truck one evening during the Summer months. Alderman Eisenhauer agreed that this would be another outdoor event for families to attend where there will not be large crowds. She continued that there was some concern about not using restaurants within Twin Oaks. She feels that we use the restaurants within the City for other City sponsored events.

Mayor Fortune feels that this is a viable idea and would like the Park Committee to look into various food trucks.

**Grant Opportunities:** City Clerk Johnson stated that he had participated in a couple of webinars concerning grant opportunities the City may be interested in. The first grant is through East West Gateway and is the Transportation Alternatives Program (TAP) grant which is good for smaller projects within a City. There is not a lot of money available.

The other opportunity would be for a Park Grant for any project that the City would like to do in the Park.

**Update To Reopening Policies:** City Clerk Johnson reviewed the reopening of the City venues per the County guidelines as of June 29, 2020. Discussion ensued. The decision of the Board regarding the Twin Oaks Park was to resume rental of the Park Pavilion. The Comfort Station will be reopened. Alderman Eisenhower would like the City to hire a professional cleaning company to come daily and sanitize the bathrooms. The Board was in agreement. Alderman Eisenhower will get the name of the company that Valley Park Schools are using. The Playground will remain closed. The Board will revisit the opening of the playground at their scheduled meetings. Robert Hartzog Lane will also reopen.

The Community Room at City Hall will reopen. It was decided to keep the dividing wall open to provide more area for people to social distance. There will be a limit of 40 people able to attend any event at City Hall. Any person attending an event at City Hall must wear a masks.

The office staff will have signs made stating that the playground is closed. These signs will be placed at the entrance to Robert Hartzog Lane, the path heading into the Park and at the stairs which enter from Twin Oaks Presbyterian Church.

### **REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS**

**Park Report:** Cindy Slama, Park Chairman, stated that the Park Committee held their elections Tuesday night. Ms. Slama is Park Chairman, Mary Lou Knox is Vice-Chairman and Connie Fortune is Secretary.

The Park Committee was in agreement and would like to suggest having two possible concerts this year. The first would be August 1, which was an originally scheduled concert, with Laytham & Holmes. The second date would be in September and have Vince Martin who was scheduled for the June concert this year which was cancelled. They have also talked about food trucks at these events.

Ms. Slama also stated that Ray Slama and John Williams have been working on plans for a flat bridge to go across the creek before the pool area. The Committee saw the area where this bridge would be constructed. They were in favor of this bridge.

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

**FY 2019 Audit Report:** Allen Schulte of Botz Deal gave a brief review of the management letter which was prepared for the City as a result of the 2019 Audit of the

City's financials. Mr. Schulte stated that the recommendations stated in the letter were minor. He then reviewed the CAFR and this process to the Board.

**Attorney's Report:** Attorney Rost had nothing to report at this time.

**City Clerk's Report:**

**Project Updates:**

**Code Enforcement Contract with St. Louis County**

- Staff is still working to finalize the contract with St. Louis County for code enforcement services. Several minor revisions were needed for the contract and ordinance passed by St. Louis County in early March, so the ordinance will need to be re-adopted.
- The changes included revising the terms so that the renewal provision is similar to what is contained in the policing services contract and updating the "Village of Twin Oaks" to "City of Twin Oaks."
- The fees remain the same at \$47/hour, \$24 for each additional half hour or fraction thereof, plus an administrative fee of \$49.60 for clerical work.
- The City will also need to pass another ordinance adopting the revised contract. We are currently waiting on the final sign off from the County Counselor's office.

**Wooden Footbridge on Crescent**

- The project specifications were sent to MSD and the U.S. Army Corps of Engineers for their review. The Corps responded on June 11 and notified the City that no permit is required from their agency, based on the description of the work we provided.
- However, MSD has informed us that a sanitary sewer line runs right through the proposed location. Because of that, they are requiring much more detailed information on the project, including a land survey and a detailed plan, be submitted for a formal review. This information must also be prepared and submitted by the city's engineer.

**Meramec Station Road Striping**

- BFA has completed preparation of a bike lane striping plan for Meramec Station Road, which is included in your board packet. The plan has been shared with Traffic Control Company so that they can rebid the project according to the specifications in the plan.
- At the suggestion of BFA, the City also contacted ATK Safety Supply and obtained another estimate for the work.

### **Crescent Road Sidewalks, Phase One**

- BFA is working on preparing preliminary plans for the first phase of sidewalks along Crescent Road as discussed at the Board of Aldermen meeting on June 3. The plans will present options for a sidewalk with curb and gutters and one without. They estimate the preliminary plans will be completed in three to four weeks.

### **Additional Notes:**

- City Clerk Frank Johnson attended a webinar on the next round of grants from the Municipal Park Grant Commission on June 10 and also attended a project development webinar on the Transportation Alternatives Program (TAP) solicitation from East-West Gateway on June 11.
- The City has completed its annual bond certification and reporting process as required for the 2017 Certificates of Participation issued to finance the construction of City Hall. See the annual report included in the board packet for more details.
- The City has confirmed with the management of the Village of Twin Oaks that their residents have been receiving notices and reminders from the U.S. Census Department.
- Further, an analysis of occupancy permits from the property estimates that the total population residing in the apartments is approximately 269. When combined with the 2019 Census estimate of 396, the total population of the City would be approximately 665.
- Please note that the above figure assumes that the 2019 Census estimates does not include any residents from the apartments, which may or may not be the case.

City Clerk Johnson clarified with the Board if they were in agreement with the proposed concerts in Twin Oaks Park. Alderman Whitmore motioned to approve the Park Committee to go ahead with a concert on August 1<sup>st</sup> and another concert in September, date to be determined, seconded by Alderman Eisenhauer. The motion passed by a voice vote.

The Board was in agreement with going ahead with the already scheduled National Night Out on August 4<sup>th</sup>. Office staff with talk with Cool Times Ice Cream truck to be in the Park that evening.

**Mayor and Aldermen Comments:** Alderman Stoeckl stated that since the Board is looking at the striping on Meramec Station, the road needs to have the debris cleaned off the roadway.

Alderman Whitmore inquired if the City was hiring CBB for the striping on Meramec Station. Mayor Fortune stated that City Clerk Johnson will be talking with CBB and gathering initial information.

**FINAL CITIZEN COMMENTS**

There were no final citizen comments.

**ADJOURNMENT**

There being no further business, Alderman Whitmore motioned to adjourn the regular meeting at 8:20 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

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



**MINUTES OF THE WORK SESSION  
CITY OF TWIN OAKS BOARD OF ALDERMEN  
WEDNESDAY, JUNE 17, 2020**

The Work Session was called to order by Mayor Fortune at 6:16 p.m. pursuant to public notice and agenda. Roll Call was taken:

Mayor Russ Fortune-yea

Aldermen Lisa Eisenhauer –yea  
Tim Stoeckl-arrived at 6:20 p.m.  
April Milne – yea  
Dennis Whitmore – yea

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

**MERAMEC STATION ROAD STRIPING**

City Clerk Johnson spoke with Tiffany Campbell of BFA Engineering to have a simple drawing made of the area where the striping on Meramec Station will be. These drawings were then sent to ATK Safety and to Traffic Control to have bids on doing the striping project. At this time a bid has only been received from ATK Safety.

City Clerk Johnson reviewed with the Board the different options available for the striping of Meramec Station. These included a shared path or paved shoulder. Also, he stated that the use of a buffer strip and/or a rumble strip could also be used. He reviewed the industry guidelines for this kind of project.

Discussion ensued. The Board agreed that all of the striping on Meramec Station should be done when doing the striping of the bike lane.

Attorney Rost suggested not naming this area a pedestrian walkway or bike lane. The main purpose is to make the area safer. He also suggested the City may want to consider narrowing the car lanes which will allow more area for the bike lane. Attorney Rost stated the City may want to consider contacting a traffic engineering group like CBB Engineering.

City Clerk Johnson will contact CBB Engineering and gather some preliminary information and report back to the Board at their next scheduled meeting.

### **CRESCENT ROAD FOOTBRIDGE**

City Clerk Johnson stated that he had heard back from MSD regarding the stream off Crescent Road where the footbridge is proposed to be installed. That stream does belong to MSD and there is a sanitary sewer which runs along the stream. MSD did not state that the bridge could not be installed, however they are requiring a survey and several other inspections which.

City Clerk Johnson stated that John Williams, Public Works, has stated that the longer the bridge is apart the harder it will be to put back together. Discussion ensued and City Clerk Johnson will ask Mr. Williams of any other location for the bridge within the City or Park he would recommend. Also, the Board will revisit this at their next scheduled meeting.

### **GOLDEN OAK LIGHTING**

Mayor Fortune stated that he met with the residents who will be directly affected by the new street light to be installed on Golden Oak. The residents were very happy about the installation. Attorney Rost will draft the documents for the easement in this area. He stated, however that we will need engineering drawings of the easement from BFA Engineering as well as a search of the existing easement.

### **BOLY LIGHTING**

The Board would like to go ahead with installing the decorative light in the medium at the entrance to Boly Lane.

### **ADJOURNMENT**

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

Drafted By: \_\_\_\_\_  
Theresa Gonzales,  
Administrative Assistant

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

ATTEST:

\_\_\_\_\_  
Frank Johnson,  
City Clerk

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



**RESOLUTION No. 2020-15**

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN ACCEPTING THE ABSTRACT OF THE CITY ELECTION HELD ON JUNE 2, 2020 AS RETURNED TO THE CITY BY THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY.**

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**WHEREAS**, a true and correct abstract of the Twin Oaks election held June 2, 2020 was certified and returned by the St. Louis County Board of Election Commissioners (“Election Results,” attached as Exhibit 1 and incorporated herein by reference) to the City of Twin Oaks; and

**WHEREAS**, the Board of Aldermen wishes to accept the Election Results;

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

**Section 1.** The Election Results, accepted hereby, demonstrate that that the following candidates were elected at the June 2, 2020 General Election to fulfill two (2) year terms to serve until successors shall have been elected or appointed and qualified for the positions of two Aldermen as follows:

*Aldermen:* April Milne  
Tim Stoeckl

**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 1<sup>st</sup> DAY OF JULY 2020, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Yea   Nay

Lisa Eisenhauer  
Tim Stoeckl  
April Milne  
Dennis Whitmore

---

Russ Fortune, Mayor

Attest:

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Frank Johnson, City Clerk

**Exhibit 1**

WE, THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, ACTING AS THE VERIFICATION BOARD PURSUANT TO SECTION 115.507, RSMo, HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT ABSTRACT OF VOTES CAST FOR THE CANDIDATES AND ISSUES AT THE GENERAL MUNICIPAL ELECTION HELD IN ST. LOUIS COUNTY, MISSOURI, ON JUNE 2, 2020. IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HAND AT OUR OFFICE IN ST. ANN, ST. LOUIS COUNTY, MISSOURI, ON JUNE 12, 2020.



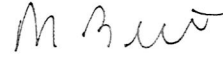
SHARON BUCHANAN-MCCLURE, CHAIR



TRUDI MCCOLLUM FOUSHEE, SECRETARY



MATTHEW W. POTTER, COMMISSIONER



PEGGY BARNHART, COMMISSIONER





**Official Results**

2020 General Municipal Results

Run Time 4:24 PM  
Run Date 06/11/2020

**ST. LOUIS COUNTY, MISSOURI**

**GENERAL MUNICIPAL ELECTION**

4/7/2020

Page 225

**Official Results**

**Registered Voters**  
102594 of 638717 = 16.06%

**Polling Places Reporting**  
160 of 160 = 100.00%

**CITY OF TWIN OAKS - ALDERMEN-AT-LARGE - Two year term Vote For Two**

<b>Precinct</b>	<b>APRIL MILNE</b>	<b>TIM C. STOECKL</b>	<b>Cast Votes</b>	<b>Consolidated Results Ballots Cast</b>	<b>Total Ballots Cast</b>	<b>Registered Voters</b>	<b>Turnout Percentage</b>
QUE - 032	52	51	103	56	56	338	16.57%
<b>Totals</b>	<b>52</b>	<b>51</b>	<b>103</b>	<b>56</b>	<b>56</b>	<b>338</b>	<b>16.57%</b>

# AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

} S.S.

Page 1 of 1

Before the undersigned Notary Public personally appeared **Kathy Travis** on behalf of **THE COUNTIAN, ST. LOUIS COUNTY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **May 20, 2020** edition and ending with the **May 20, 2020** edition, for a total of 1 publications:

05/20/2020

5131 - M76

**NOTICE OF  
GENERAL MUNICIPAL ELECTION  
CITY OF TWIN OAKS, MISSOURI**

Notice is hereby given that a General Municipal Election will be held in the City Of Twin Oaks, St. Louis County, Missouri, on Tuesday, June 2, 2020 between the hours of 6:00 a.m. and 7:00 p.m., CDT, for the purpose of presenting the following ballot to the duly qualified electors of said city.

**ALDERMEN-AT-LARGE**  
TWO Year Term  
(Vote for TWO)

- APRIL MILNE
- TIM C. STOECKL

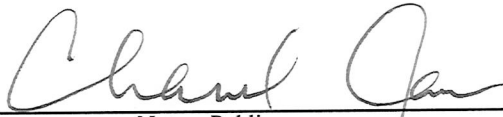
**IN WITNESS WHEREOF**, the undersigned composing the Board of Election Commissioners of St. Louis County, Missouri has caused this notice to be signed at the office of said Board in the City of St. Ann, Missouri, on Tuesday, January 28, 2020.

SHARON BUCHANAN-MCCLURE,  
Chairman  
TRUDI MCCOLLUM FOUSHEE, Secretary  
MATTHEW W. POTTER, Commissioner  
PEGGY BARNHART, Commissioner  
Attest: TRUDI MCCOLLUM FOUSHEE,  
Secretary  
BOARD OF ELECTION COMMISSIONERS  
11886572 County May 20, 2020



Kathy Travis

Subscribed & sworn before me this 20<sup>th</sup> day of May, 2020  
(SEAL)



Notary Public

CHANEL JONES  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St Louis County  
My Commission Expires: August 08, 2022  
Commission Number: 14397721

# AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

} S.S.

Page 1 of 1

Before the undersigned Notary Public personally appeared **Kathy Travis** on behalf of **THE COUNTIAN, ST. LOUIS COUNTY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **May 27, 2020** edition and ending with the **May 27, 2020** edition, for a total of 1 publications:

05/27/2020

5131 - M76

## NOTICE OF GENERAL MUNICIPAL ELECTION CITY OF TWIN OAKS, MISSOURI

Notice is hereby given that a General Municipal Election will be held in the City Of Twin Oaks, St. Louis County, Missouri, on Tuesday, June 2, 2020 between the hours of 6:00 a.m. and 7:00 p.m., CDT, for the purpose of presenting the following ballot to the duly qualified electors of said city.

**ALDERMEN-AT-LARGE**  
TWO Year Term  
(Vote for TWO)

[ ] APRIL MILNE

[ ] TIM C. STOECKL

### SAID ELECTION WILL BE HELD IN THE FOLLOWING POLLING PLACE LOCATIONS:

TWIN OAKS TOWN HALL  
1381 Big Bend Rd  
QUE032


**IN WITNESS WHEREOF**, the undersigned composing the Board of Election Commissioners of St. Louis County, Missouri has caused this notice to be signed at the office of said Board in the City of St. Ann, Missouri, on Tuesday, January 28, 2020.

SHARON BUCHANAN-MCCLURE,  
Chair  
TRUDI McCOLLUM FOUSHEE, Secretary  
MATTHEW W. POTTER, Commissioner  
PEGGY BARNHART, Commissioner  
Attest: TRUDI McCOLLUM FOUSHEE,  
Secretary  
BOARD OF ELECTION COMMISSIONERS  
11888480 County May 27, 2020



Kathy Travis

Subscribed & sworn before me this 27<sup>th</sup> day of May, 2020  
(SEAL)



Notary Public

CHANEL JONES  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St Louis County  
My Commission Expires: August 08, 2022  
Commission Number: 14397721

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING AN AGREEMENT BETWEEN THE CITY OF TWIN OAKS  
AND BATES ELECTRIC, INC. FOR SITE WORK FOR THE  
INSTALLATION OF AN AMEREN LIGHT POLE.**

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

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter a contract on behalf of the City of Twin Oaks with Bates Electric, Inc. for site work for the installation of an Ameren light pole. Such contract shall be in substantially the form of the contract, marked "Exhibit 1" attached hereto and incorporated herein by reference.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 1<sup>st</sup> DAY OF JULY, 2020, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

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Russ Fortune, Mayor

Attest:

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Frank Johnson, City Clerk

## **Twin Oaks, Missouri**

### **CONTRACTOR SERVICES CONTRACT**

THIS AGREEMENT, made and effective as of \_\_\_\_\_, 2020, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and Bates Electric Inc., a Missouri corporation, hereinafter referred to as “Contractor,” with a business mailing address of 2006 Sierra Parkway, Arnold, MO 63010.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for site work for the installation of an Ameren post light, 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: *Conduit Installation and Site Work — Utility Easement located between 6 Golden Oak Court and 8 Golden Oak Court.*

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. COMPENSATION**

Upon completion of the Work to the satisfaction of the City, and within thirty days (30) days of final written invoice by the Contractor, the City hereby agrees to pay the Contractor an amount not to exceed \$1,370.00 for the Work as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Work.

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

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

#### **IV. CONTRACT SCHEDULE**

Time is of the essence. The Work shall be commenced on \_\_\_\_\_, 2020, and shall be completed in a reasonable manner no later than \_\_\_\_\_, 2020. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the

amount of \$50.00 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.

\_\_\_\_\_  
Full Legal Name of Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

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

**CITY OF TWIN OAKS**

By \_\_\_\_\_

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 Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

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

- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

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

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

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

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

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

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

**Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the

Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

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

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

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

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

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

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

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

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

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

**Other Special Provisions.** There are no additional special provisions set forth in the Contractor Services Agreement.



**EXHIBIT A**  
**Proposal**



commercial • residential • industrial • restorative

February 18, 2020

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

Attn: John Williams

Re: Preliminary electrical estimate for Site work for Ameren Post Light per Ameren Handout #15750501

We propose to furnish labor and material complete in accordance with the specifications listed below:

Site Work for Ameren Post Light

[\*] Scope shall be completed at time and material at \$125.00 per hour for machine and operator

Trench, Supply & Install

- (51') 1 1/2" PVC from pod to post light location
- (1) Male tape at PVC

Auger

- (1) 12" wide x 3'6" deep hole

Haul Off/Dispose

- (>) Necessary spoils from auger

Backfill

- (>) Using spoils
- (>) Excludes seed/straw

Schedule of Values: In full at Excavation/In full at backfill

Terms: Net Due 30 Days

Estimated Total: \$1,370.00 + permit fee

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

We proudly accept:



*\* Due to the volatility of the commodities market and its direct impact on our cost, as well as significant projected market growth, this proposal may be withdrawn if not accepted within 10 days. Escalation cost will apply to difference in cost of material quotes at time of bid versus time of installations.*

Notes:

- > Upon authorizing proposal in all appropriate locations, please contact Bates Electric to schedule the commencement of specified work on this project.
- > By signing above customer agrees to all terms and conditions, warranty, delays, and exclusions listed below.
- > Ameren shall be responsible for pulling wire
- > Ameren shall be responsible for installing light

Initials of Acceptance: \_\_\_\_\_

**Proprietary:**

- Bates Electric, Inc., as a benefit to you, has developed the ideas and concepts detailed in this proposal. These are considered by Bates Electric, Inc. to be confidential and proprietary. These ideas and concepts remain the sole property of Bates Electric, Inc. The customer acknowledges and agrees to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of Bates Electric, Inc. Any unauthorized use of these ideas and concepts is strictly prohibited.

**Warranty:**

- Bates Electric Inc. shall protect all material workmanship incorporated in the electrical installation performed on such said projects, as noted by contract. This program will cover defects due to faulty workmanship or negligence for a period of twelve (12) months or one (1) year for the General Construction warranty, and modified by the supplementary conditions, or for such longer periods as may be designated in specific division of the Specifications.
- This protection plan is binding where defects occur due to normal usage conditions and does not cover willful and malicious damage, damages inadvertently caused by the customer, damages caused by Acts of God or other Casualty.
- This protection plan shall begin upon final inspection date of such said specific project.
- Warranty service calls, to include troubleshooting and repairs to be completed Monday through Friday 7a.m. to 3:30p.m. CST. Warranty service calls outside of the normal service hours listed may be subject to emergency service call rates.

**Terms and Conditions:**

- Customer/applicant agrees to pay for all invoices for all labor, material, supplies, equipment, consumables, rents, additional costs of bonds, insurance premiums, permits, fees, taxes, and any costs of additional supervision, field, or office services supplied to the customer/applicant, to the customer/applicant's representative or at the customer/applicant's direction upon receipt unless otherwise expressly agreed in writing. Customer/applicant agrees to pay, upon demand, a late charge of 1.5% (A.P.R. 18%) for all invoiced amounts that have not been paid within thirty (30) days from the invoice date. For time and material jobs, payment is due COD or by Mastercard, VISA, American Express, or Discover.
- Late charges of 1.5% (18% APR) will be applied to the account at 30 days past due with actual services ceased and/or terminated at 60 days past due.
- **NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR/CUSTOMER 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 MATERIAL TWICE.**
- Should Bates Electric refer any past-due balance to an attorney or collection agency for collection efforts, customer/applicant agrees to pay, upon demand, in addition to any balance then due and owing, reasonable attorney's fees together with any other fees, costs, or expenses incurred to collect the past-due balance, including court costs. Applicant/customer agrees that the term 'reasonable attorneys' fees' as used herein shall not be construed as being less than one-third (1/3) of the sum owing to Bates Electric.
- Customer understands and agrees to being held financially responsible for any and all additional work requested and/or directed by the customer including its owners, officers, manager, superintendent, or other representative.
- Customer acknowledges that Bates Electric, Inc. maintains an employment agreement that contains current and post-employment restrictions. Restrictions, such as but not limited to; engaging in business that competes with Bates Electric, soliciting present or perspective customers, etc. Attempts to engage employees outside of this agreement will result in reasonable attorney fees together with any other cost or expenses incurred to protect Bates Electric and employee agreement.
- A minimum restocking fee of 25% will be charged on all non stock or special order items.
- Due to the volatility of the commodities market and its direct impact on our cost, as well as significant projected market growth, this proposal may be withdrawn if not accepted within 10 days. Escalation cost will apply to difference in cost of material quotes at time of bid versus time of installations.

Initials of Acceptance: \_\_\_\_\_



**Exclusions:**

- Damages to any public or private unmarked utilities such as but not limited to phone, cable, electric, gas, irrigation system, water and/or sewer.
- Damages to all surfaces and coverings, such as but not limited to drywall, plaster, paint, tile, brick, carpet, wallpaper, concrete, etc.
- All engineered and design drawings.
- Demolition and clean-up unless clearly specified
- Electrical work outlined in any other sections
- All voice/data, fire alarm, security and HVAC/temperature controls
- All shift overtime, temporary electric, utility charges, and roof patching
- Repairs to landscape, seeding and sodding, plants, trees, shrubs, etc.
- The assembly of specialty fixtures, accessories, and equipment and/or any non-standard products/devices.
- Any losses due to failure of back up power system.
- Provisions for labor, materials and/or related costs for unforeseen items underground which need to be removed, altered, or drilled through such as, but not limited to, stumps, tree roots, rocks, footings, foundations, etc.
- Provisions for adjustments of settings for motion or photovoltaic operated switches, lights, or other electrical components. All adjustments will be completed on an hourly basis.
- Proposal excludes provisions for arc flash study and arc flash modifications.

**Delays:**

- If the work of Bates Electric is prevented, hindered, delayed or otherwise made impracticable by reason beyond the control of Bates Electric including, but not limited to, any strike, flood, riot, fire, explosion, war, terrorist act or any other casualty, by any act or request of a governmental body, or as a result of any cause which cannot be overcome by reasonable diligence and without unusual expense, Bates Electric will be excused from such performance and the Customer agrees to pay for any and all portions of work completed, according to the terms herein.

**Schedule:**

- Upon authorizing proposal in all appropriate locations, please contact Bates Electric to schedule the commencement of specified work on this project.

**Submitted By:**

**BATES ELECTRIC, INC.**

**Ben Odom**  
**Estimator/Project Manager**

[beno@bates-electric.com](mailto:beno@bates-electric.com)

[o] 636.464.3939

[f] 636.464.9598

[m] 314.486.4308

**Initials of Acceptance:** \_\_\_\_\_

Page 3 of 3





90-46

# TWIN OAKS PARK

A TRACT OF LAND IN LOTS 14&17 OF THE  
 AMENDED PLAT OF QUINETTE'S SUBD.  
 SECTION 7, TOWNSHIP 44 NORTH, RANGE 5 EAST  
 ST. LOUIS COUNTY, MISSOURI

"THE WOODLANDS"  
 P.B. 151 PG. 51

BOOK 152 PAGE 9  
 FILED FOR RECORD  
 AUG 23 1974  
 AM 10:00 AM  
 WM. E. FAUKE  
 RECORDER OF DEEDS

PROP. N/F COUGH PER  
 DEED BOOK 2205, PG. 75

PROP. N/F SWINK PER  
 DEED BOOK 5218, PG. 74

PROP. N/F NIENE PER  
 DEED BOOK 3635, PG. 35

PROP. N/F BARLAR PER  
 DEED BOOK 2251, PG. 476

PROP. N/F ALLISON PER  
 DEED BOOK 3088, PG. 310 & 311

CLAYTON SURVEYING & ENGINEERING CO.,  
 725 Old Mill Road, St. Louis, Missouri 63141

This is to certify that we have during the months of November and December, 1973, by order of Kelly-Covert Construction Company, made a Survey and a Subdivision of a Tract of land being part of Lots 14 and 17 of the "Amended Plat of Quinette's Subdivision" in Section 7, Township 44 North, Range 5 East, St. Louis County, Missouri, and described as follows:

Beginning at a point in the Western line of Lot 17 of the "Amended Plat of Quinette's Subdivision", according to the plat thereof recorded in Plat Book 5, Page 133 of the City (Former County) Records, or the Northeast corner of property conveyed to Barlar by Deed recorded in Book 2251, Page 476 of the St. Louis County Records; thence along the Western line of said Lot 17 and the Western line of Lot 14 North 1 degree 25 minutes 00 seconds East, 454.25 feet to the Northwest corner of said Lot 14; thence along the Northern line of Lot 14 South 88 degrees 56 minutes 00 seconds East, 220.00 feet to a point; thence leaving said Northern lot line and running South 71 degrees 12 minutes 30 seconds East, 473.87 feet to a point in the Northeastern line of Crescent Avenue, 30.00 feet wide; thence along said Northeastern road line the following bearings and distances: South 36 degrees 03 minutes 00 seconds West, 76.06 feet; South 18 degrees 31 minutes 00 seconds West, 109.40 feet; South 14 degrees 50 minutes 00 seconds West, 33.71 feet to the Northeast corner of property conveyed to Niene by Deed recorded in Book 3635, Page 35 of the St. Louis County Records; thence leaving said Northeastern road line and running along Niene's Northeastern and Northeastern lines North 64 degrees 37 minutes 10 seconds West, 218.31 feet and South 24 degrees 10 minutes 10 seconds West, 218.90 feet to a point in the Northeastern line of property conveyed to Allison by Deed recorded in Book 3088, Pages 310 & 311 of the St. Louis County Records; said point being the Southwest corner of Niene, as aforementioned; thence along Allison's Northeastern line North 77 degrees 55 minutes 40 seconds West, 85.77 feet to the Northeast corner thereof; said point being the Northeast corner of Barlar, as aforementioned; thence along Barlar's Northern line North 89 degrees 55 minutes 00 seconds West, 308.79 feet to the point of beginning and containing 4.912 Acres, and that the results are correctly shown on the above plat.

Clayton Surveying & Engineering Co.

*Richard J. Boer*

We the undersigned owners of the tract of land herein plotted, and further described in the foregoing surveyor's certificate, have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "Twin Oaks Park".

The easements shown are hereby dedicated to St. Louis County, Water Company, Union Electric Company, Locust Gas Company and The Woodlands Sewer Company as their interests may appear.

The building lines as shown are hereby established. All lots in this subdivision are hereby made subject to further restrictions and conditions contained in an instrument to be filed at a later date in the St. Louis County Recorder's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed our Corporate Seal this 5th day of August, 1974.

KELLY COVERT CONSTRUCTION COMPANY

*Thomas R. Kelly*  
 Thomas Kelly, President

State of Missouri )  
 County of St. Louis )

On this 5th day of August, 1974, before me appeared Thomas Kelly, to me personally known, who being by me duly sworn did say that he is the President of Kelly-Covert Construction Company, a Corporation of the State of Missouri, and that the great seal of the Recording Instrument in the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Thomas Kelly further acknowledged said instrument to be the true act of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on this day and year last above written.

My Commission expires 8-19-79

*John Decker*  
 Notary Public

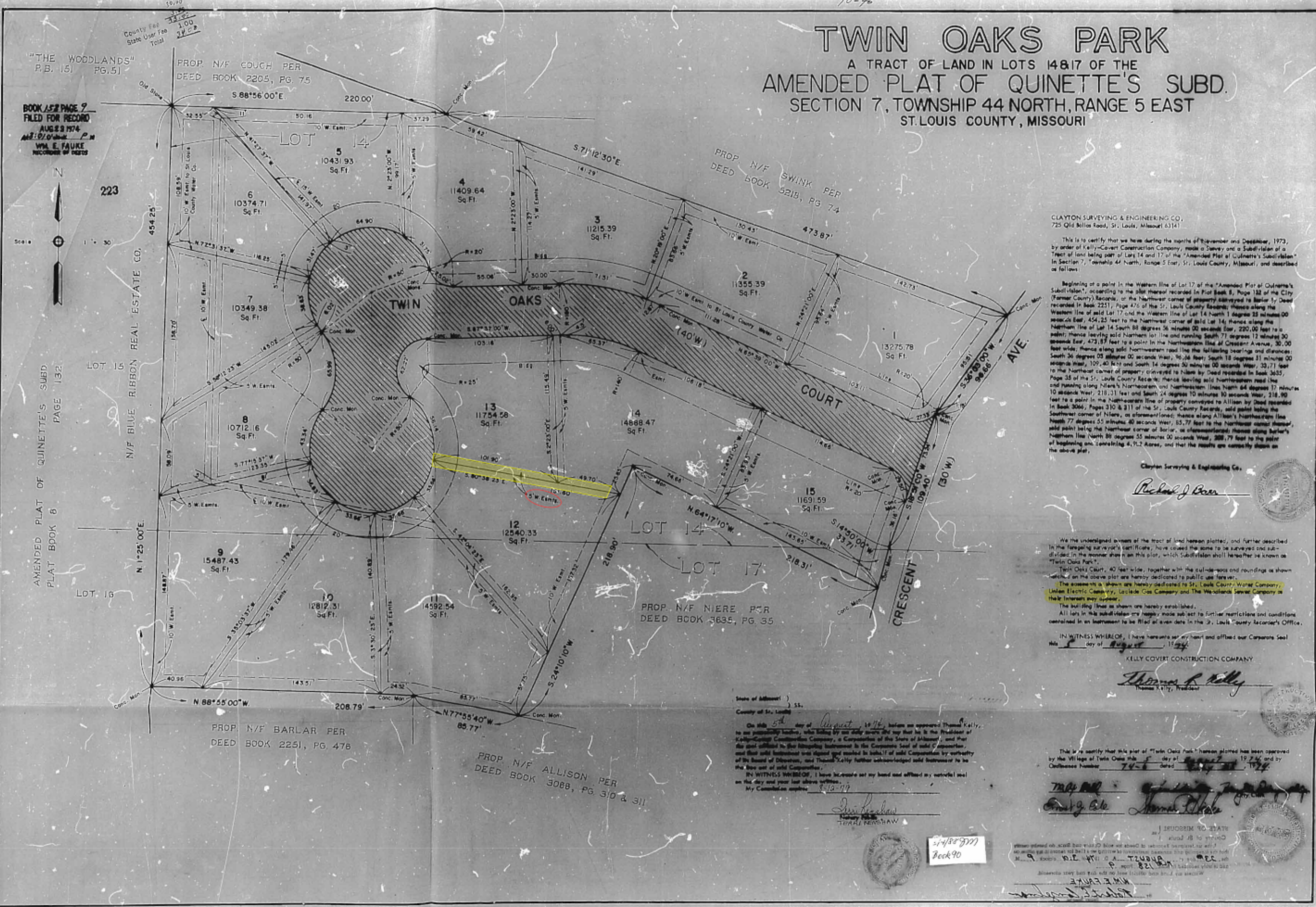
This is to certify that this plat of "Twin Oaks Park" herein plotted has been approved by the Village of Twin Oaks this 5th day of August, 1974, and by Ordinance Number 74-6 dated August 1, 1974.

*John Decker*  
*Thomas Kelly*

2488977  
 Book 90

STATE OF MISSOURI )  
 County of St. Louis )

WM. E. FAUKE  
 RECORDER OF DEEDS





**Exhibit B  
Insurance**

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

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$435,849 per occurrence \$2,905,664 aggregate

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site. Unless instructed otherwise, the Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project, which policy shall protect the Contractor and the City, as their respective interests shall appear. Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this Exhibit D. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

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

RESOLUTION NO. 20-17

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING THE CITY CLERK'S REQUEST TO DESTROY CERTAIN  
RECORDS.**

---

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

**Section 1.** The Board of Aldermen hereby approves the City Clerk's request, attached as "Exhibit 1" and incorporated herein by reference, to destroy certain records of the City in keeping with the record retention policies of the City of Twin Oaks and the State of Missouri.

**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 1<sup>st</sup> DAY OF JULY, 2020, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk





Records to be destroyed with approval of Board of Aldermen

**Contracts, Leases, and Agreements**

Local Records Retention Schedule Code GS060

Minimum Retention: 5 years after expiration

While the City will retain microfiche copies of these contracts, the following paper copies of contracts will be destroyed:

See attached Exhibit A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Approved by Board of Aldermen at its Meeting on July 1, 2020.**

\_\_\_\_\_  
**Frank Johnson**  
**City Clerk**

Records destroyed on \_\_\_\_\_, and witnessed by \_\_\_\_\_.

Exhibit A

**RECORDS TO BE DESTROYED**

<b>Contractor</b>	<b>Date</b>	<b>Service Provided</b>
J&J Lawn & Landscaping	September 2, 2009	Leaf Collection
J&J Lawn & Landscaping	December 7, 2011	Lawn and Landscaping
Davey Tree	February 13, 2014	Tree & Shrub Service Lawn Fertilizer and Weed Control
Omni Tree Service	August 7, 2013	Tree Removal Service
Acumen Consulting	January 27, 2012	Network System Maintenance
Extreme Pyrotechnics	March 19, 2014	Firework Display
J&M Displays	April 7, 2010 May 24, 2012 June 4, 2013	Firework Display
Americom	March 12, 2005	Copier Lease
Toshiba	April 28, 2011	Copier Lease
Sullivan Publications	May 16, 2012	Codification
Hochschild, Bloom	January 16, 2008 September 15, 2010	Auditors
Dogtown Allstars	August 4, 2010	Park Events
Fanfare Entertainment	February 3, 2010	Park Events
Gumbohead	May 15, 2010	Park Events
Party Booths	August 13, 2009	Park Events
Jessica Hicklin	July 19, 2011	Park Events
Extreme Face Painting	September 21, 2011 February 15, 2012	Park Events
Fun of Kansas city	August 24, 2011	Park Events
Treble Clef Palette	June 29, 2011	Park Events
Banana Oil Pan Band	May 9, 2012	Park Events
Ken Anderson	March 12, 2012	Park Events
Shea Larsen	April 2, 2013 March 14, 2014 March 18, 2015	Park Events
J.D. Hughes	April 25, 2014 March 12, 2015	Park Events
Vince Martin	March 12, 2014	Park Events
Juggling Jeff	March 25, 2015	Park Events
JVR Enterprises	February 19, 2015	Park Events
Penny Moon	May 26, 2015	Park Events
Mike Hirsch	June 5, 2014	Park Events
Net Impact	November 7, 2008	Website
Vandevanter Engineering	March 16, 2012 March 4, 2013	Preventative Maintenance

Midwest Scapes	2008-12 March 19, 2014	Mulch
Express Mulch	March 12, 2012	Mulch
St. Louis County	2008-2013	Police Contract
Beishir Locks	March 31, 2010	Village Office Security
Neopost	February 2, 2012	Mail Machine
Valley Crest	September 17, 2008	Snow removal
TRC Outdoor	November 6, 2013	Snow removal
Midwest Scapes	November 7, 2012 December 3, 2008	Snow removal

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

---

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

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter a contract on behalf of the City of Twin Oaks with J & B Franchise Venture, Inc. doing business as JAN-PRO Cleaning Systems of St. Louis for cleaning and disinfecting services. Such contract shall be in substantially the form of the contract, marked "Exhibit 1" attached hereto and incorporated herein by reference.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 1<sup>st</sup> DAY OF JULY, 2020, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

Frank Johnson, City Clerk



## JANITORIAL SERVICES AGREEMENT

This Agreement is made between J & B FRANCHISE VENTURE, INC. doing business as JAN-PRO Cleaning Systems of St. Louis ("Jan-Pro") and City of Twin Oaks ("Client"). Client and Jan-Pro agree that Jan-Pro will begin service at the location(s) identified in the attached Exhibit A on July 2020, under the below terms.

1. Jan-Pro agrees to perform the recurring janitorial services and at the frequencies stated in Exhibit A and the cleaning schedule, as well as floor care service on a per occurrence basis at the rates provided in this Agreement.
2. Jan-Pro will provide all chemicals, equipment, labor and supervision. Client will provide all restroom paper products, hand soap, and can liners, unless alternate arrangements are noted on Exhibit A.
3. Jan-Pro will fulfill its obligations under this Agreement through its franchised system. Jan-Pro will identify the franchisee selected to service Client before the start date of service. Each franchisee has been successfully trained on the Jan-Pro methods and procedures and is bound by the terms of this Agreement. Client has the right to request a change in franchisee at any time.
4. Jan-Pro sends invoices at the beginning of each month based on the number of cleanings from the prior month multiplied by the "per clean" rate (set forth in Exhibit A) for the recurring janitorial services, with payment terms at net 10 days. All additional services are invoiced as incurred, with payment terms at net 10 days. A finance charge of 1.5% per month (minimum \$15.00) is assessed on all delinquent accounts over 60 days.
5. This Agreement is for a term of 1 year from the later of the date of signing or the start of services. This Agreement shall be automatically renewable each year from the anniversary date with a 3% increase on the "per-clean" service rate under the same terms and conditions, unless either party shall give written notice of termination, at least thirty (30) days prior to anniversary date.
6. Client will endeavor to verbally notify Jan-Pro of any service issues before Client provides any written notification.
7. This Agreement may be terminated for non-performance only, and the terminating party must give the other party written notice specifying in detail the nature of any non-performance. The non-terminating party will then have 30 days to cure, to the reasonable satisfaction of the terminating party. If the non-performance is not cured within the 30 days, the terminating party will notify the non-terminating party in writing of the failure to cure, and this Agreement will terminate 30 days after the date of the notice. All written notices must be timely and by overnight courier. Notwithstanding anything herein, Client shall have the right to terminate the Contract at any time for any reason by giving Jan-Pro written notice to such effect. Client shall pay Jan-Pro for all unbilled cleanings at the "per-clean" rate performed by Jan-Pro up to such termination date, in full satisfaction and discharge of all amounts owing to Jan-Pro under the Contract. Jan-Pro shall submit to Client its statement for the aforesaid amount, in such reasonable detail as Client shall request, within thirty (30) days after such date of termination. Client shall not be liable to Jan-Pro for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.
8. Client agrees that during the term of this Agreement and for 1 year after the expiration or termination of this Agreement, Client will not employ directly or indirectly any Jan-Pro employees, agent representatives, franchisees, or former franchisees.
9. Reserved.
10. Jan-Pro annually observes the following federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. Jan-Pro will not provide services on these days.
11. At all times during the pendency of this Agreement, Jan-Pro and Jan-Pro's franchisee will each maintain commercial general liability insurance of at least \$1,000,000 per occurrence, \$2,000,000 in the aggregate, automobile liability coverage of at least \$1,000,000, and janitorial bonding of at least \$50,000.
12. Jan-Pro and Jan-Pro's franchisee will indemnify Client from any claims, damages, injury, liability, losses or compensation, whether for injury to person or damage to property as a result of negligence, gross negligence or willful misconduct in performing the services under this Agreement.
13. The failure of either party to insist in any one or more instances upon performance of any of the provisions of this Agreement or to exercise its rights hereunder will not be construed as a waiver of any such provisions or relinquishment of any such rights and the same will continue and remain in full force and effect.
14. This Agreement shall be construed governed and enforced in accordance with the laws of the State of Missouri without regard to its conflicts of laws principles. Venue shall be exclusively in St. Louis County Circuit Court.

- 15. Compliance with Laws.** Jan-Pro 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, Jan-Pro 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 Jan-Pro (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.



**EXHIBIT A**

**Locations, Frequency and Cost of Services\***

**CLIENT NAME:** City of Twin Oaks

**CLEANING ADDRESS:** Restrooms in Twin Oaks Park; Twin Oaks, MO 63021

**FREQUENCY:** 7 days per week (unless adjusted in writing by Client)

**SERVICE:**  
**Days of Week:** Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday  
**Time Cleaned:** Before \_\_\_ AM (unless adjusted in writing by Client)

**PRICE:**  
**Regular Service:** (\$1,395 monthly)  
(\$900 one-time charge to Endure restrooms listed)

**PAYMENT TERMS:** Net 10 days

**HOLIDAYS:** New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day

**NOTE:** Pricing is valid for 30 days from the proposal date (6/26/2020) unless specifically extended by JAN-PRO Cleaning Systems of St. Louis at its sole discretion.

**PAYMENT TERMS:** Net Ten (10) Days. Billing occurs at the beginning of every month.

**JAN-PRO Cleaning Systems of St. Louis** will provide all chemicals, equipment, labor and supervision.

**City of Twin Oaks** will provide all restroom paper products, hand soap, and trashcan liners.  
By signing below, Client and Jan-Pro agree to the terms of this Janitorial Services Agreement.

City of Twin Oaks	JAN-PRO Cleaning Systems of St. Louis
<b>By:</b> <i>Frank Johnson</i>	<b>By:</b>
<b>Name:</b> Frank Johnson	<b>Name:</b>
<b>Title:</b> City Clerk	<b>Title:</b>
<b>Date:</b> 06/29/2020	<b>Date:</b>

**EXHIBIT B**

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

Comes now \_\_\_\_\_, first being duly sworn, on my oath and affirms that **J & B FRANCHISE VENTURE, INC. doing business as JAN-PRO Cleaning Systems of St. Louis** ("Company") is enrolled and will continue to participate in federal work authorization program with respect to employees that will work in connection with the contracted services related to and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company's participation in a federal work authorization program.

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

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

\_\_\_\_\_  
Signature (person with authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of Missouri )

) ss.

County of \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

My commission expires:

\_\_\_\_\_  
Notary Public





Thank you for the opportunity to earn your business. Insurance Certificate and References can be supplied at your request.

Sincerely,

Alex Pulos

Sales Executive

JAN-PRO Cleaning Systems of St. Louis

Cell: (314) 581-6256

Phone: (314) 989-9997

Fax: (314) 754-9879

Email: [alex.pulos@jan-prousa.com](mailto:alex.pulos@jan-prousa.com)

# City Clerk's Report

City of Twin Oaks, Board of Alderman

July 1, 2020

## Project Updates

### Code Enforcement Contract with St. Louis County

- The city is still waiting to receive the finalized approved contract for code enforcement services from St. Louis County.

### Meramec Station Road Striping

- As directed by the Board, staff contacted traffic engineering firm CBB for design services regarding the Meramec Station Road striping project. Staff held a virtual meeting with Lee Cannon from CBB on June 23 to discuss the project.
- CBB is preparing a proposal for a conceptual study to evaluate alternatives for improving pedestrian access along the road. The board could use the study to help decide what improvements they would like to implement.
- A conceptual study is not necessary for the engineering work to proceed if the board can determine exactly what improvement it would like to see (shared use path, sidewalk, restriping, etc.)

### Crescent Road Sidewalks, Phase One

- BFA has finished preparing a cost estimate and concept plan for the first phase of sidewalks along Crescent Road. Due to a scheduling conflict, this plan will be presented at the July 15 meeting.

### STP Application for Crescent Road

- On June 29, staff held a virtual conference call with transportation planners from East-West Gateway Council of Governments to review the city's grant application.
- The application received a total score of 89.15 out of 125 possible points:

Category	Points	Notes
Preserve and Maintain Existing System	57 / 60	Based on the condition of the roadway.
Preserve and Maintain Existing System	1 / 5	Based on functional classification of the roadway (busier road = higher score).
Increase Multimodal Connections	9 / 12	Added sidewalks and connected to the park
Promote Safety	0 / 8	No new safety infrastructure that would significantly reduce crash rates.

Support Neighborhoods and Communities	0 / 4	Project is not located within what is classified as an <a href="#">“environmental justice”</a> census tract.
Support a Diverse Economy with a Reliable Transportation System	0 / 1	Project did not include “management and operations” strategies.
Support quality job development	0 / 4	Low employment density in the project area.
Strengthen Intermodal Connections	0 / 5	Project was not deemed to increase access or safety for commercial/freight traffic.
Cost Score	19.15 / 20	Based on the cost of the project compared to the total federal funds that were available.
Usage score	3 / 5	Based on the estimated Person Miles of Travel (PMT) for the project. Higher PMT = higher score.

Additional Notes

- The city expects to soon receive an application for an Amended Final Development Plan for a Dunkin Donuts in Big Bend Square. The Planning and Zoning Commission will consider the plan at their July 28 meeting with a public hearing and board approval scheduled for Aug. 5.
- The City approved a sign permit and business license for CVS Pharmacy, which took over the Schnucks Pharmacy inside the grocery store as of June 19.