

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
BOARD CHAMBERS, TWIN OAKS CITY HALL
1381 BIG BEND ROAD
WEDNESDAY, JULY 15, 2020, 7:00 p.m.**

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

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

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

Residents and others who wish to comment may also email their comments to City Clerk Frank Johnson, fjohnson@cityoftwinoaks.com, by 6 p.m. on July 15, 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 July 1, 2020
 - b) Bills List from June 27 to July 9, 2020
 - c) Credit Card List from May 18 to June 15, 2020
- 6) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Park Committee — Cindy Slama
 - b) Financial Statements — Jeff Blume
 - c) Semi-Annual Statement — Jeff Blume
 - d) Crescent Road Sidewalk Project — Tiffaney Meyer, BFA Engineering
- 7) PRELIMINARY CITIZEN COMMENTS
- 8) COMMITTEE APPOINTMENTS
 - a) Board of Adjustment — Jim Owens
 - b) Park Committee — Mary Lou Knox

c) Park Committee — Cindy Slama

9) NEW BUSINESS

- a) Resolution 20-19: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT BETWEEN THE CITY OF TWIN OAKS AND DAVEY TREE EXPERT COMPANY FOR TREE REMOVAL IN TWIN OAKS PARK.
- b) Resolution 20-20: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GERSTNER ELECTRIC, INC. FOR WORK ON BOLY LANE.

10) DISCUSSION ITEMS

- a) Meramec Road Striping Project
- b) Board Appointments

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: July 13, 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, JULY 1, 2020**

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 –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 Milne. 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 17, 2020 Work Session Minutes, June 17, 2020 Regular Session Minutes and the Bills List from June 14, 2020 to June 26, 2020. Alderman Whitmore had a question concerning the payment to Davey Tree regarding treatment of the damaged cypress tree. Alderman Whitmore motioned to approve the Consent Agenda seconded by Alderman Stoeckl. The motion passed by voice vote.

ELECTION RESULTS

Resolution 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:

Aldermen

April Milne	52 votes
Tim Stoeckl	51 votes

Mayor Fortune asked for any questions concerning Resolution 2020-15. Mayor Fortune asked for a motion to approve Resolution 2020-15. Alderman Whitmore motioned to approve Resolution 2020-15, seconded by Alderman Eisenhauer. The motion passed by voice vote.

ADJOURNMENT SINE DIE

Mayor Fortune asked for a motion declaring the meeting over via adjournment sine die. Alderman Eisenhauer motion to adjourn, seconded by Alderman Milne. The motion passed by a voice vote.

OATHS OF OFFICE

City Clerk Johnson swore in Tim Stoeckl and April Milne each for a two-year term as Aldermen for the City of Twin Oaks.

ROLL CALL OF NEW BOARD

Roll call was taken for the new Board.

Mayor: Russ Fortune-yea

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

ELECT BOARD PRESIDENT

Mayor Fortune stated that it is an annual requirement to elect a Board President. He asked for nominations. Alderman Whitmore nominated Alderman Eisenhauer seconded by Alderman Stoeckl. The motion passed on a roll call vote as follows: Aldermen Milne-yea, Eisenhauer-yea Whitmore-yea and Stoeckl-yea.

REPORTS OF COMMITTEES/COMMISSIONS/CONTRACTORS

Police Report: Officer Wehner reviewed the June Police Report. He stated that there had been a vehicle break-in within the City. Alderman Whitmore inquired where the vehicle was located. Officer Wehner stated that the vehicle was at the apartments at the time of the break-in. Alderman Stoeckl asked if residents are going on vacation how do they go about having their place watched by the Police. Officer Wehner stated that he has a form at City Hall they can fill out or, the most efficient way, is to call the 7th precinct which puts the information into the system immediately.

PRELIMINARY CITIZEN COMMENTS

Karen Dresner asked what the responsibilities are of the President of the Board. Mayor Fortune explained that the President will fill in during Mayor's absence.

NEW BUSINESS

Resolution 2020-16-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: Mayor Fortune asked for any questions concerning Resolution 2020-16. Mayor Fortune asked for a motion to approve Resolution 2020-16. Alderman Whitmore motioned to approve Resolution 2020-16, seconded by Alderman Eisenhauer. The motion passed by voice vote.

Resolution 2020-17-A Resolution Of The Twin Oaks Board Of Aldermen Approving The City Clerk's Request To Destroy Certain Records: Mayor Fortune asked for any questions concerning Resolution 2020-17. Mayor Fortune asked for a motion to approve Resolution 2020-17. Alderman Milne motioned to approve Resolution 2020-17, seconded by Alderman Eisenhauer. The motion passed by voice vote.

Resolution 2020-18-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: Mayor Fortune asked for any questions concerning Resolution 2020-18. Mayor Fortune asked for a motion to approve Resolution 2020-18. Alderman Stoeckl motioned to approve Resolution 2020-18, seconded by Alderman Eisenhauer. The motion passed by voice vote.

DISCUSSION ITEMS

Meramec Station Road Striping: City Clerk Johnson introduced Lee Cannon of CBB Engineering who joined the meeting virtually. Mr. Cannon gave an overview of what CBB would propose for the striping of Meramec Station. He stated that they would develop a Concept Plan for the area and design plans which would provide different options. Mr. Cannon also stated that there are several grant options which would help to pay for any project developed for this area.

Mayor Fortune asked Mr. Cannon if he was familiar with the area and Mr. Cannon stated he was. Mayor Fortune stated that the initial idea for Meramec Station was to have a separate area for walkers, jogger and bicyclist and provide some safety for these individuals. Mr. Cannon stated that it would not be wise to stripe the road without an engineering study. With the engineering study you would then have a concept plan which

could then be implemented. He also stated that ADA compliance may need to be considered in this area as well.

Alderman Eisenhower stated that when the apartments were designed that there were traffic studies were done which could be used for this project to help hold down the cost. Alderman Eisenhower also asked Mr. Cannon if he would be willing to work on an hourly basis to help determine what the City could do in this area.

Discussion ensued. The Board decided that Mayor Fortune and Alderman Milne will meet with Mr. Cannon on Meramec Station to get a better idea of what can be done in this area to provide a suitable pedestrian area. City Clerk Johnson will set the meeting for some time the week of July 6th.

ATTORNEY'S REPORT

Attorney Rost stated that he had been working with City Clerk Johnson on the contract for Jan-Pro. He also reviewed briefly the Valley Park Fire district letter.

Alderman Milne asked if the City could put out to the residents that the City has a notary which they can use, especially if they have the mail-in ballot for the August election. Attorney Rost stated that this could be done.

CITY CLERK'S REPORT

Code Enforcement Contract with St. Louis County

- We received the updated code enforcement contract from St. Louis County on 7/1. The updates to the contract were minor in nature. With this in place, we will be able to have the county perform inspections of properties with potential code violations.

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 “environmental justice” 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.
- City Hall will be closed July 3rd in observance of the Fourth of July holiday.
- The city's website provider recently performed some backend maintenance that is now causing visitors to see an error message regarding the website's security certificate. We are pressing CivicCMS to get this fixed as soon as possible.

MAYOR AND ALDERMAN COMMENTS

Alderman Whitmore asked if there was any news on the proposed Dunkin Donuts in Big Bend Square. City Clerk Johnson stated that he spoke with the architect and they are finishing up last minute items. They are hoping to send the plans to the City within the next few weeks.

City Clerk Johnson stated that the Planning & Zoning Commission meeting is scheduled for Tuesday, July 28, 2020. Also, a Public Hearing regarding Dunkin Donuts is proposed for the August 5th Board meeting pending the City receives the documents from Dunkin Donuts.

FINAL CITIZEN COMMENTS

Karen Dresner inquired who will be speaking at the August 5th Board meeting regarding the proposed sidewalks along Crescent Avenue. Mayor Fortune stated that Tiffaney Campbell of BFA. Ms. Dresner stated that she will hold her questions until that time.

Jeff Graves stated that he had found an instant read thermometer for a reasonable price if anyone is interested.

ADJOURNMENT

There being no further business, Alderman Milne motioned to adjourn the regular meeting at 8:04 p.m., seconded by Alderman Whitmore and the motion passed with the unanimous consent of the Board of those present.

Drafted By: _____
 Theresa Gonzales,
 Administrative Assistant

Date of Approval: _____

ATTEST:

Frank Johnson
City Clerk

Russ Fortune,
Mayor, Board of Aldermen

Credit Card List
May 18 - June 15, 2020

	Date	Name	Memo/Description	
			Amount	
	5/19/2020	Phillips 66 Petromart	Fuel for truck and equipment	13.35
	5/19/2020	Valley Park Elevator Corp.	Fish food	42.99
	5/20/2020	Greenscapes	Flowers for City	268.22
	5/21/2020	Adobe	Monthly charge	14.99
	5/21/2020	Missouri Municipal League	Conference for R. Fortune, T. Stoeckl and F. Johnson	1,450.00
	5/22/2020	Fish Window Cleaning	Cleaning of City Hall windows	163.00
	5/27/2020	Valley Park Elevator Corp.	City supplies	70.00
	5/29/2020	Greenscapes	Flowers for City and Park	114.24
	5/30/2020	Sam's Club	City supplies	69.14
	5/30/2020	Sam's Club	City supplies	119.28
	6/1/2020	Amazon	Tea for City Hall	27.84
	6/1/2020	Intuit	Monthly charge	70.00
	6/1/2020	Greenscapes	Flowers for City	76.44
	6/1/2020	UPS Store	Shipping cost	10.95
#	6/1/2020	Post Office	Stamps	110.00
	6/3/2020	Phillips 66 Petromart	Fuel for truck and equipment	38.60
	6/3/2020	Micro Center-Brentwood	Camera for Board meetings	49.99
	6/4/2020	Greenscapes	Flowers for Park	187.11
	6/8/2020	Lowes	Supplies for City	85.66
	6/8/2020	MO Secretary of State	Notary for T. Gonzales	26.25
	6/12/2020	Valley Park Elevator Corp.	Paint for Park	10.19
	6/3/2020	Zoom	Monthly charge	14.99
				3,033.23



**CITY OF
TWIN OAKS, MISSOURI**

**MONTHLY OPERATING
FINANCIAL STATEMENTS**

**AS OF AND FOR THE SIX MONTHS
ENDED
JUNE 30, 2020 AND JUNE 30, 2019**

City of Twin Oaks, Missouri

Balance Sheets

June 30, 2020 and 2019

	2020	2019
ASSETS		
3-115 Enterprise Bank - Sewer Lateral	\$ 56,673	\$ 56,308
4-113 US Bank Trust Account	136	136
9-100 Petty Cash	100	100
9-111 Meramec Money Market	10,478	10,445
9-112.1 Enterprise Bank-General Checking	84,874	48,560
9-112.2 Enterprise Bank - Gen. Money Market	989,945	1,034,929
9-112.3 Enterprise Bank - Special Account	59,798	59,438
9-122.2 CD Meramec Valley .5987 9/8/19	115,191	113,990
9-128 Escrow Deposits Payable	(10,000)	(10,000)
9-129 Accrued Interest	88	88
Total Bank Accounts	1,307,284	1,313,995
9-130 Accounts Receivable	854	854
1-180 Taxes Receivable - Road	8,324	9,239
2-180 Taxes Receivable - Park	62,578	27,996
3-180 Taxes Receivable - Sewer Lateral	1,497	1,373
4-180 Taxes Receivable - CI	53,192	23,797
9-109 Undeposited Funds	(6,070)	-
9-144 Prepaid Items	7,057	7,057
9-180 Taxes Receivable - GF	151,372	104,462
9-180.1 Deferred Property Taxes Receivable	14,741	-
9-181 Other receivables	-	1,210
TOTAL ASSETS	\$ 1,600,828	\$ 1,489,982
LIABILITIES AND FUND BALANCE		
9-210 MVB Credit MasterCard	\$ 6,544	\$ 8,120
1-201 Accounts Payable - Cap Improve	9,540	5,275
2-201 Accounts Payable - Parks	7,386	17,045
2-240 Park Reservation Deposits	550	800
4-201 ACCOUNTS PAYABLE - CIST	-	154
9-201 Accounts Payable - GF	10,673	13,619
9-233 LAGER Liability	1,856	1,348
9-239 Accrued Payroll	14,512	4,945
9-240 Community Room Deposits	680	900
9-281 Deferred property tax revenue-Annual Assesment	14,741	14,741
TOTAL LIABILITIES	66,482	66,948
Fund Balance	-	-
1-301 Road Fund Balance	24,122	-
2-301 Park & Storm Fund Balance	231,363	509,480
3-301 Sewer Lateral Fund Balance	65,427	61,149
4-301 Cap Impr Fund Balance	458,445	503,431
9-301 General Fund Balance	502,293	562,354
Excess (Deficiency) of Revenues Over (Under) Expenditures	252,696	(213,379)
Total Fund Balance	1,534,346	1,423,034
TOTAL LIABILITIES AND FUND BALANCE	\$ 1,600,828	\$ 1,489,982

CITY OF TWIN OAKS, MISSOURI
STATEMENTS OF REVENUES AND EXPENDITURES, FUND BALANCE AND CHANGE IN FUND BALANCE
FOR THE SIX MONTHS ENDED JUNE 30, 2020 AND JUNE 30, 2019

	JUNE 30, 2020								JUNE 30, 2019		
	Sewer	CIST	Road	Parks	General	Total	Budget	% Bdgt	Actual	DIFFERENCE	
										FAV / (UNFAV)	
									Amount	%	
REVENUES RECEIVED											
Sales Taxes	\$ -	\$ 134,697	\$ -	\$ 158,468	\$ 281,691	\$ 574,856	\$ 1,007,300	57 %	\$ 528,222	\$ 46,634	9 %
Property Taxes	-	-	32,742	-	19,572	52,314	55,600	94 %	24,872	27,442	110 %
Intergovernmental Taxes	-	-	4,830	-	9,878	14,708	27,400	54 %	11,218	3,490	31 %
Licenses, Permits & Fees	3,365	-	-	-	72,287	75,652	102,000	74 %	18,659	56,994	305 %
Grants	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	100	2,751	2,851	3,200	89 %	3,200	(349)	(11)%
Interest Income	1,685	-	-	-	1,701	3,387	5,000	68 %	3,040	347	11 %
	5,050	134,697	37,572	158,568	387,881	723,768	1,200,500	60 %	589,209	134,559	23 %
EXPENDITURES PAID											
Personnel Services	-	-	21,996	14,643	73,507	110,145	261,100	42 %	116,328	6,183	5 %
Administrative	-	-	-	-	59,814	59,814	104,500	57 %	68,046	8,232	12 %
Operating	-	-	41,703	20,864	33,481	96,049	244,900	39 %	128,679	32,630	25 %
Contractual	-	-	-	-	35,722	35,722	105,300	34 %	50,272	14,550	29 %
Police	-	-	-	-	66,555	66,555	126,200	53 %	64,311	(2,244)	(3)%
Lease	-	-	-	-	-	-	100	-	(76)	(76)	100 %
Repairs and Maintenance	-	-	1,831	23,105	-	24,937	44,200	56 %	14,290	(10,646)	(75)%
Debt Service	-	71,379	-	-	-	71,379	142,800	50 %	71,393	14	0 %
Capital additions											
Stormwater	-	-	-	-	-	-	700	-	-	-	-
Other	-	-	6,472	-	-	6,472	151,500	4 %	289,346	282,874	98 %
Total	-	71,379	72,002	58,612	269,078	471,072	1,181,300	40 %	802,589	331,517	41 %
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES AND CHANGE IN FUND BALANCE	5,050	63,318	(34,430)	99,955	118,802	252,696	19,200	1,316 %	(213,379)	\$ 466,075	(218)%
FUND BALANCE -											
Beginning of Year	65,427	458,445	24,118	231,363	502,293	1,281,646	1,281,646		1,772,401		
End of Period	\$ 70,477	\$ 521,763	\$ (10,312)	\$ 331,318	\$ 621,095	\$ 1,534,342	\$ 1,300,846		\$1,559,022		
CHANGE IN FUND BALANCE											
Budget	100	(9,000)	-	67,600	(39,500)	19,200					
Actual Over/(Under) Budget	\$ 4,950	\$ 72,318	\$ (34,430)	\$ 32,355	\$ 158,302	\$ 233,496					

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

BUDGET - FYE 12/31/2020						
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 239,100	\$ -	\$ 292,900	\$ 475,300	\$ 1,007,300
Property Taxes	-	-	15,200	-	40,400	55,600
Intergovernmental Taxes	-	-	10,400	-	17,000	27,400
Licenses, Permits & Fees	4,700	-	-	-	97,300	102,000
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	3,200	3,200
Interest Income	400	-	-	-	4,600	5,000
	5,100	239,100	25,600	292,900	637,800	1,200,500
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	39,700	42,800	178,600	261,100
Administrative	-	-	-	-	104,500	104,500
Operating	5,000	-	79,800	83,200	76,900	244,900
Contractual	-	-	-	-	105,300	105,300
Police	-	-	-	-	126,200	126,200
Lease	-	-	-	-	100	100
Repairs and Maintenance	-	-	10,800	33,400	-	44,200
Debt Service	-	142,800	-	-	-	142,800
Capital additions						
Stormwater	-	-	-	700	-	700
Other	-	65,000	78,500	8,000	-	151,500
Total	5,000	207,800	208,800	168,100	591,600	1,181,300
Excess (deficiency) of revenues over (under) expenditures	100	31,300	(183,200)	124,800	46,200	19,200
OTHER SOURCES(USES) OF FUND						
Transfers	-	(40,300)	183,200	(57,200)	(85,700)	-
TOTAL	-	(40,300)	183,200	(57,200)	(85,700)	-
CHANGE IN FUND BALANCE	100	(9,000)	-	67,600	(39,500)	19,200
FUND BALANCE -						
Beginning of Year	65,427	458,445	24,118	231,363	502,293	1,281,646
End of Period	\$ 65,527	\$ 449,445	\$ 24,118	\$ 298,963	\$ 462,793	\$ 1,300,846
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 - JUNE 30, 2020					
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 134,697	\$ -	\$ 158,468	\$ 281,691	\$ 574,856
Property Taxes	-	-	32,742	-	19,572	52,314
Intergovernmental Taxes	-	-	4,830	-	9,878	14,708
Licenses, Permits & Fees	3,365	-	-	-	72,287	75,652
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	100	2,751	2,851
Interest Income	1,685	-	-	-	1,701	3,387
	5,050	134,697	37,572	158,568	387,881	723,768
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	21,996	14,643	73,507	110,145
Administrative	-	-	-	-	59,814	59,814
Operating	-	-	41,703	20,864	33,481	96,049
Contractual	-	-	-	-	35,722	35,722
Police	-	-	-	-	66,555	66,555
Lease	-	-	-	-	-	-
Repairs and Maintenance	-	-	1,831	23,105	-	24,937
Debt Service	-	71,379	-	-	-	71,379
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	-	6,472	-	-	6,472
Total	-	71,379	72,002	58,612	269,078	471,072
Excess (deficiency) of revenues over (under) expenditures	5,050	63,318	(34,430)	99,955	118,802	252,696
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-
CHANGE IN FUND BALANCE	5,050	63,318	(34,430)	99,955	118,802	252,696
FUND BALANCE -						
Beginning of Year	65,427	458,445	24,118	231,363	502,293	1,281,646
End of Period	\$ 70,477	\$ 521,763	\$ (10,312)	\$ 331,318	\$ 621,095	\$ 1,534,342
CHANGE IN FUND BALANCE						
Budget	100	(9,000)	-	67,600	(39,500)	19,200
Actual Over/(Under) Budget	4,950	72,318	(34,430)	32,355	158,302	233,496

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

ACTUAL - JUNE 30, 2019						
	Sewer	CIST	Road	Parks	General	Total
REVENUES RECEIVED						
Sales Taxes	\$ -	\$ 122,943	\$ -	\$ 144,638	\$ 260,640	\$ 528,222
Property Taxes	-	-	7,858	-	17,014	24,872
Intergovernmental Taxes	-	-	5,070	-	6,148	11,218
Licenses, Permits & Fees	1,386	-	-	-	17,273	18,659
Grants	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	3,200	3,200
Interest Income	264	-	-	-	2,776	3,040
	1,650	122,943	12,928	144,638	307,051	589,209
EXPENDITURES PAID						
Court	-	-	-	-	-	-
Personnel Services	-	-	21,681	14,704	79,943	116,328
Administrative	-	-	-	-	68,046	68,046
Operating	-	-	54,143	42,701	31,834	128,679
Contractual	-	-	-	-	50,272	50,272
Police	-	-	-	-	64,311	64,311
Lease	-	-	-	-	(76)	(76)
Repairs and Maintenance	-	-	(4,311)	18,601	-	14,290
Debt Service	-	71,393	-	-	-	71,393
Capital additions						
Stormwater	-	-	-	-	-	-
Other	-	4,333	10,914	274,099	-	289,346
Total	-	75,727	82,428	350,105	294,329	802,589
Excess (deficiency) of revenues over (under) expenditures	1,650	47,216	(69,500)	(205,467)	12,721	(213,379)
OTHER SOURCES(USES) OF FUND BALANCE						
Transfers	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-
CHANGE IN FUND BALANCE	1,650	47,216	(69,500)	(205,467)	12,721	(213,379)
FUND BALANCE -						
Beginning of Year	56,196	589,782	24,118	470,276	632,029	1,772,401
End of Period	\$ 57,846	\$ 636,998	\$ (45,382)	\$ 264,809	\$ 644,750	\$ 1,559,022
CHANGE IN FUND BALANCE						
Budget						
Actual Over/(Under) Budget						

Date: July 09, 2020
To: Frank Johnson, City Clerk
From: Jeffrey B. Blume
Subject: City Ordinance Compliance



With respect to the City's Code Section 110.100, requiring semi-annual compilation and disclosure of revenues, expenditures and indebtedness, with respect to the City of Twin Oaks, Missouri, I make the following report to you.

Consolidated revenues and expenditures of the City of Twin Oaks, Missouri for the Six Months Ended June 30, 2020 were approximately \$724,000 and \$471,000, respectively, resulting in a net excess of revenues over expenses and an increase in fund balance of about \$253,000. The City's non-trade, secured and appropriated indebtedness as of this date was about \$1,350,000. Additional financial information may be obtained from the City's website, <http://www.villageoftwinoaks.org>.

In accordance with the ordinance, please cause this information to be published in a newspaper serving the City at the earliest date possible. In addition, please submit this report to the City's Board of Aldermen at its next regularly scheduled meeting for inclusion in its packet.

Preliminary Cost Estimate

Crescent Ave Sidewalk - Phase I

Concept Plan 1.0

Twin Oak, Missouri

BFA Project No.3497-13A

June 25, 2020

Project Description:

The project is located along the west side of Crescent Ave from Crescent Road to Golden Oak Ct, and the project length is approximately 525 feet long. Enclosed for your use is an exhibit of the concept plan. This Preliminary Cost Estimate includes engineering fees, construction materials, and installation costs for the sidewalk, curb, and gutter.

Engineering Fees:

Field Work and Topographic Survey	\$ 3,000
Preliminary Design and Layout	\$ 8,000
Final Design	\$ 1,500
Project Review Meetings with City	\$ 1,000
Bid Documents	\$ 1,200
Construction Management	\$ 3,000
Total Design Costs	\$17,700

Notes:

- *Cost assumes no Geotechnical is required for this project.
- *Cost does not include right-of-way or property acquisition
- *Cost assumes this project is not part of any grant project.
- *Cost assumes no permitting fees.
- *Cost assumes a 4' wide sidewalk and 2' curb & gutter along the west side of the road.
- *Cost does not include widening of the road.
- *Cost does not include road repairs
- *Cost does not include a retaining wall, if needed.
- *Cost assumes all stormwater to be collected by existing inlet on Crescent Road
- *Cost does not include water, gas, and/or telephone line relocation/adjustments
- *Design assumes signs to be located in the sidewalk allowing a minimum 3' walking path

**Crescent Ave Sidewalk - Phase I
Concept Plan 1.0**

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00
Traffic Control	1	LS	\$10,000.00	\$ 10,000.00
Temporary Erosion Control	1	LS	\$ 3,000.00	\$ 3,000.00
Demolition				
Tree Removal 12" to 24"	5	EACH	\$ 500.00	\$ 2,500.00
Pavement Driveway	54	SY	\$ 15.00	\$ 811.67
To Be Relocated				
Mailbox	2	EACH	\$ 200.00	\$ 400.00
Signs	5	EACH	\$ 150.00	\$ 750.00
Utility Pole and Guy wire	1	EACH	\$ 3,550.00	\$ 3,550.00
Guy Wire	1	EACH	\$ 1,000.00	\$ 1,000.00
Utility Pole to be Adjusted Due to Grading	2	EACH	\$ 1,500.00	\$ 3,000.00
Fire Hydrant	1	EACH	\$ 3,000.00	\$ 3,000.00
Sitework				
4' Concrete Sidewalk	226	SY	\$ 58.00	\$ 13,127.33
Concrete Curb and Gutter	511	LF	\$ 28.00	\$ 14,308.00
Seeding/Sodding	568	SY	\$ 3.00	\$ 1,703.33
Earthwork, Import Fill	267	CY	\$ 15.00	\$ 4,000.00
Truncated Dome	1	EACH	\$ 200.00	\$ 200.00
Rebuild Concrete Driveway	54	SY	\$ 43.00	\$ 2,326.78
Roadway				
Striping	511	LF	\$ 1.00	\$ 511.00
Sawcut	511	LF	\$ 10.00	\$ 5,110.00
SUBTOTAL				\$ 72,298.11
Contingency due to preliminary			15%	\$ 10,844.72
CONSTRUCTION TOTAL				\$ 83,142.83

PROJECT TOTAL

\$100,842.83

CRESCENT AVE SIDEWALK CONCEPT PLAN 1.0



SCALE: 1" = 40'

NOTES:

1. NEARMAP IMAGERY DATED 2-19-20
2. SCALE IS BASED ON GOOGLE EARTH MEASUREMENTS AND SHOULD BE CONSIDERED APPROXIMATE.



TRUNCATED DOME

2' WIDE CURB AND GUTTER

4' WIDE SIDEWALK

TRUNCATED DOME

P:\3497 City of Twin Oaks MO\3497-13 Sidewalks\3497-13A Crescent Ave\CAD\Crescent Road Sidewalk.dwg
6/25/2020 9:08 AM

bfaeng.com

TELEPHONE: (636) 239-4751

BFA
Engineering • Surveying

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT BETWEEN THE CITY OF TWIN OAKS
AND DAVEY TREE EXPERT COMPANY FOR TREE REMOVAL IN TWIN
OAKS PARK.**

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 The Davey Tree Expert Company for tree removal in Twin Oaks Park. 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 15TH DAY OF JULY, 2020, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit 1

Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, 2020, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and The Davey Tree Expert Company, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 6264 Lemay Ferry Rd.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for the removal of two trees in Twin Oaks Park, 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: *Tree Removal and Stump Grinding — North Woods Area of Twin Oaks Park.*

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 specific trees to be removed will be marked by the City and the manner of this marking will be described to the Contractor.

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 \$4,820.00 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 upon execution of this agreement and shall be completed in a reasonable manner no later than July 30, 2020. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the

amount of \$100.00 per day as 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

Client Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

Tree Care

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: We accept checks and credit cards. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.

**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. 20-20

**A RESOLUTION APPROVING AND AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT WITH
GERSTNER ELECTRIC, INC. FOR WORK ON BOLY LANE.**

WHEREAS, in March 2019 the City sought formal proposals in response to its invitation for bids for the installation of certain decorative streetlight fixtures along Big Bend Road known as the “2019 Big Bend Road Lighting Project”; and,

WHEREAS, the proposal was awarded to and the City contracted with Gerstner Electric, Inc. (“Gerstner Electric”) for the 2019 Big Bend Road Lighting Project; and,

WHEREAS, based on the prior professional relationship established with Gerstner Electric, the City seeks to contract with Gerstner Electric to perform similar street lighting work to be completed in Big Bend at Boly Lane; and,

WHEREAS, Section 145.070.C of the Municipal Code, *Exception to the Purchase Policy*, allows the City to forego the conventional bidding process in various situations where it can be demonstrated that the City will receive the best value on a purchase; and,

WHEREAS, the Board, after giving its prior approval per Section 145.070.C does find that, because of the above, the City will receive the best value on a purchase through informal discussion and bargaining with Gerstner Electric rather than through the conventional bidding process.

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

Section 1. The Board of Aldermen hereby approves, and authorizes the Mayor to execute, the City-Contractor Agreement with Gerstner Electric, Inc., for street lighting work on Boly Lane at a price of \$9,049.00 (the “Agreement”) substantially in the form of the Agreement attached hereto as Exhibit 1 and incorporated herein by reference.

Section 2. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.

THIS RESOLUTION WAS PASSED AND APPROVED THE 15th DAY OF JULY 2020, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Frank Johnson, City Clerk

Exhibit 1

Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of July _____, 2020, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Gerstner Electric, Inc.**, a Missouri corporation, hereinafter collectively referred to as "Contractor," with a business mailing address of 2400 Cassens Drive, Fenton, Missouri 63026.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for certain services relating to streetlight installation (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

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

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Services of City: *Twin Oaks – Boly Lane Street Lighting*

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the scope of services for the Services, which is generally described as the installation of a decorative streetlight, as set out more fully in **Exhibit A**.

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

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor up to \$9,049.00, as set forth in the Proposal, as full compensation for the complete and satisfactory performance of the Services, including all expenses and costs related thereto, as follows:

Due at the City's final acceptance of the Services:	\$9,049.00
---	------------

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 Services for the fees, prices, rates, or schedule of values set forth below.

IV. CONTRACT SCHEDULE

Time is of the essence. The Services shall be commenced by _____, 2020 and completed by _____, 2020. Failure to complete the Services as provided herein shall be a material breach of the contract.

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

GERSTNER ELECTRIC, INC.

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

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

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

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

- *Work Authorization Program.* If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as **Exhibit B**) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.
- Contractor further agrees to pay not less than the prevailing hourly wage of wages set out on the wage order attached hereto as **Exhibit C** (if applicable) and made part of the specification for Work under this Agreement, to all workers performing any work under this Contract. The Contractor will forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any Work done under the contract by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
Proposal



Gerstner Electric, Inc.

2400 Cassens Dr

Fenton, MO 63026

Contact: BJ Boyer

Phone: 636-680-5017

Fax: 636-680-5067

Quote To: Mr. Frank Johnson
City Clerk
City of Twin Oaks
1381 Big Bend Rd
Twin Oaks, MO 63021
Phone: 636-225-7873
Email: FJohnson@CityOfTwinOaks.com

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	CONCRETE BASE	1.00	EA	2,025.00	2,025.00
20	2" CONDUIT	40.00	LF	14.50	580.00
30	#8 LIGHTING WIRE	90.00	LF	2.10	189.00
40	CONNECT TO AMEREN POWER SUPPLY	1.00	LS	395.00	395.00
50	LIGHT POLE AND FIXTURE	1.00	EA	5,860.00	5,860.00
GRAND TOTAL					\$9,049.00

Exhibit B

AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM

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

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

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

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

) ss.

County of _____)

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

My commission expires:

Notary Public

Exhibit C

N/A

Exhibit D

Insurance in an amount acceptable to the City.

City Clerk's Report

City of Twin Oaks, Board of Alderman

July 15, 2020

Project Updates

Meramec Station Road Striping

- Mayor Russ Fortune, Alderman April Milne and Maintenance Supervisor John Williams met with Lee Cannon from CBB to discuss possible improvements to Meramec Station Road on Tuesday, July 10. The next steps for the project will be discussed at the Board of Aldermen meeting on July 15.

Crescent Road Sidewalks, Phase One

- BFA has completed the cost estimate and concept plan for the first phase of sidewalks along Crescent Road and will present the materials at the Board of Aldermen meeting on July 15.

Dunkin Donuts Development Plan

- The City received the development plan and application for the Dunkin Donuts in Big Bend Square on July 8. The plans have been sent to BFA Engineering and city attorney Paul Rost for their review and shared with the members of the board and the planning and zoning commission.
- The plans will be reviewed by the planning and zoning commission on July 28. The public hearing will be held during the Board of Aldermen meeting on August 5. Notice of the public hearing will be published in The Countian and posted at City Hall, on the City website and on Facebook.

Golden Oak Court Lighting

- The approved contract has been submitted to Bates Electric. They are currently working on getting the locates finished for utilities in the area before scheduling a start date for the project.

Additional Notes

- The sanitation of the bathrooms by JanPro began on Wednesday, July 8. No issues with the cleaning crews have been reported by maintenance staff.
- City staff reported an above-ground pool constructed without a permit at 62 Crescent Ave. to St. Louis County for code enforcement. The County has confirmed that they did not receive a permit for the work and will be issuing a violation. The property owner will have 30 days to obtain the proper permit and resolve the violation.
- A request for cleaning and clearing the storm sewers along Autumn Leaf was submitted to MSD on July 7. MSD has not given an estimated date for when the cleaning will occur.