

**MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF ALDERMEN OF TWIN OAKS,  
TWIN OAKS CITY HALL  
ST. LOUIS COUNTY, MISSOURI  
WEDNESDAY JANUARY 7, 2026**

Mayor Russ Fortune called the meeting of the Twin Oaks Board of Aldermen to order at 6:30 p.m. Roll Call was taken:

In Attendance:

- Alderman Lisa Eisenhauer
- Alderman Joe Krewson
- Alderman Jim Crawford
- Alderman Tim Stoeckl
- Mayor Russ Fortune

Also Present:

- April Milne, City Clerk
- Paul Rost, City Attorney

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

**APPROVAL OF THE AGENDA**

Mayor Fortune asked for a motion to approve the agenda.

- **Motion:** To approve the agenda.
- **Moved by:** Alderman Joe Krewson  
**Seconded by:** Alderman Lisa Eisenhauer  
**Vote:** Motion approved by a unanimous vote.

**CITIZEN COMMENTS**

No citizen comments.

**APPROVAL OF THE CONSENT AGENDA**

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of the Regular Meeting Minutes from December 03, 2025, Bills list from November 29 to December 29, 2025, Bills list from December 30, 2025, to January 02, 2026, Credit Card statements for November and December 2025.

- **Motion:** To approve the consent agenda.  
**Moved by:** Alderman Tim Stoeckl  
**Seconded by:** Alderman Jim Crawford

**Vote:** Motion approved by a unanimous vote.

### **REPORT OF COMMITTEES/COMMISSION/CONTRACTORS**

**Police Report:** Officer John Wehner presented the December police report, providing an overview of radio calls, written reports, traffic stops, crimes, and auto accidents, along with a year-end summary of police activity. He reported that the city's crime rate is the lowest it has been since 2019 and that overall crime continues to trend downward. Auto crashes were slightly lower than in previous years. In response to a question regarding holiday-related crime increases, Officer Wehner noted that increased patrols appear to be effective, with emphasis on business and commercial areas such as Walgreens, Schnucks, and other retail complexes.

### **OLD BUSINESS**

No Old Business

### **NEW BUSINESS**

No New Business

### **DISCUSSION ITEMS**

**Administrative Structure:** Mayor Russ Fortune led a discussion on the City's administrative structure following concerns raised in closed session. He reviewed statutory authority for fourth-class cities and the City's evolving administrative history, noting that current operations differ from existing titles.

The Mayor proposed updating the structure and job titles to better reflect actual workflow, supported by draft job descriptions, while emphasizing that the City would remain a Mayor-Board of Aldermen form of government.

The City Attorney confirmed that administrative titles may be established by ordinance, with authority defined by the Board.

Board members discussed various titles. Consensus was reached to prepare revised job descriptions, presented alongside current versions, for review at the next meeting, and staff were commended for their strong performance and ongoing professional development.

### **ATTORNEY'S REPORT**

No Attorney's Report

## **CITY CLERK'S REPORT**

**City Clerk April Milne** presented her report, noting that election filing has closed and candidate certification will be submitted by the end of January. Three candidates filed for two open seats in the April election: incumbents Tim Stockel and Joe Krewson, and John Chereji of Golden Oak Court.

Park and community room reservations opened in early January, with new procedures that eliminate deposits. The feedback received has been positive. The new website launch has been delayed but is expected soon so the online system for reservations is not yet live.

Clerk Milne reported that audit preparation is underway, and the City received notice of insurance non-renewal due to claims history; the broker is seeking new quotes, with a decision needed by April.

Project updates included park lighting waiting for arrival of WiFi installation and remaining lights, the TAP grant engineering RFQ posting on January 21, and advancement of the park access sidewalk project. She concluded by sharing positive publicity and resident compliments regarding walkability and recent park lighting improvements.

## **MAYOR AND ALDERMEN COMMENTS**

**Mayor Russ Fortune** reviewed a recent article in *The Municipal*, a national publication, which highlighted Twin Oaks' efforts to improve walkability within the community. He also shared that the City received a thoughtful letter from a resident expressing appreciation for the park lighting during the holiday season.

**Alderman Lisa Eisenhauer** shared her enjoyment of the Christmas Lighting Contest, noting increased participation from residents and expressing appreciation for seeing festive lights throughout the City. She remarked that the event fosters greater community engagement.

## **FINAL CITIZEN COMMENTS**

**Dennis Whitmore**, a resident, expressed appreciation for the annual dinner and asked several questions. Officials clarified that proposed administrative changes are intended to clarify job descriptions and do not alter the City's form of government, and confirmed April election candidates as Tim, Joe, and John Chereji. Regarding the national 250th anniversary, it was noted there are no current City plans, though incorporating elements into the July 3rd event may be considered, with the Park Committee encouraged to discuss options.

## **ADJOURNMENT**

There being no further business, a motion was made to adjourn the regular meeting.

**Motion:** To adjourn the meeting

**Moved by:** Alderman Krewson  
**Seconded by:** Alderman Crawford  
**Vote:** Motion approved by a unanimous vote.

The regular meeting was adjourned at 7:25 p.m.

Drafted By: \_\_\_\_\_  
Paula Dries  
Assistant City Clerk

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

ATTEST:

\_\_\_\_\_  
April Milne  
City Clerk

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



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## FINANCIAL REPORT

FOR THE ELEVEN MONTHS ENDING NOVEMBER 30, 2025

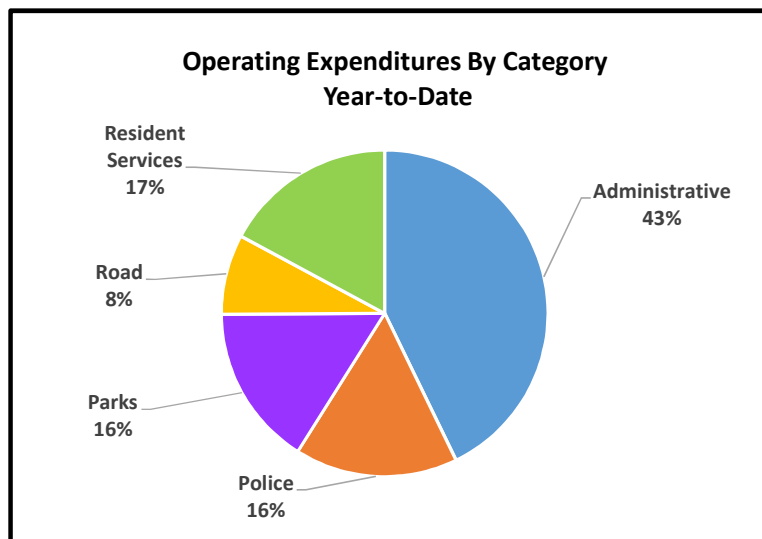
**CITY OF TWIN OAKS  
COMBINED BALANCE SHEET  
November 30, 2025**

<b><u>Assets</u></b>		
Cash	\$	1,691,498
Certificate of Deposit		621,763
Other current assets		444,257
Lease receivable		355,633
<b>TOTAL ASSETS</b>		<b>\$ 3,113,151</b>
<b><u>Liabilities</u></b>		
Payables and deferred		305,748
Lease related		331,906
<b>TOTAL LIABILITIES</b>		<b>637,654</b>
<b><u>Fund Balances</u></b>		
Sewer Lateral		54,935
Capital Improvements		447,020
Road		703
Park and Stormwater		536,093
General		1,436,745
<b>TOTAL FUND BALANCES</b>		<b>2,475,497</b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>		<b>\$ 3,113,151</b>

**CITY OF TWIN OAKS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**ELEVEN MONTHS ENDED, NOVEMBER 30, 2025**

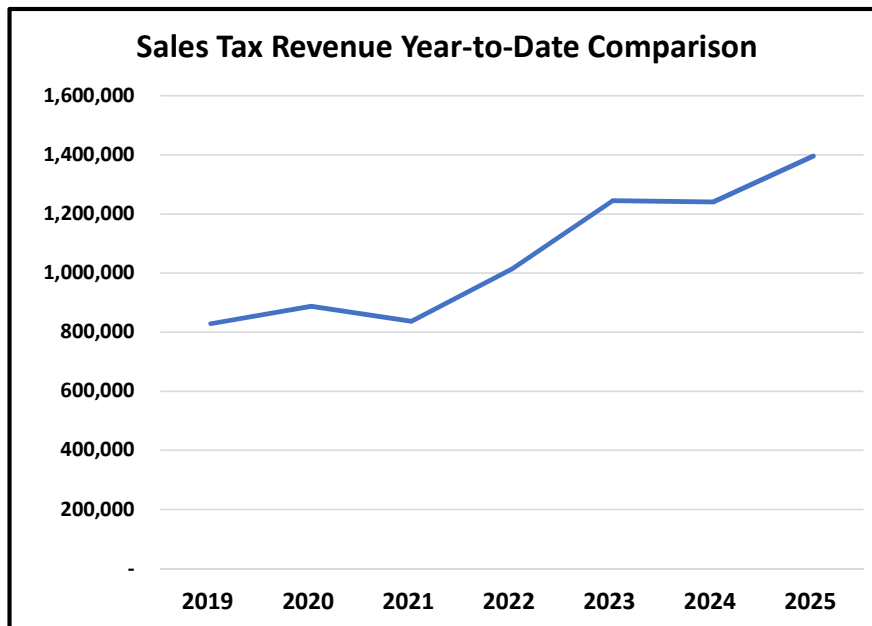
	<u>Sewer</u>	<u>Cap Impr</u>	<u>Road</u>	<u>Park &amp; Stormwater</u>	<u>General</u>	<u>Total-All Funds</u>		<u>Percent Change</u>	<u>Percent Budget</u>
						<u>2025</u>	<u>2024</u>		
<b><u>REVENUES</u></b>									
Sales taxes	\$ -	\$ 329,533	\$ -	\$ 387,686	\$ 678,829	\$ 1,396,048	\$ 1,240,402	12.5%	101.5%
Property tax	-	-	-	-	25,372	25,372	21,353	18.8%	59.7%
Intergovernmental taxes	-	-	32,156	-	9,681	41,837	40,033	4.5%	68.6%
Licenses, permits, fees	1,608	-	-	3,930	151,757	157,295	152,885	2.9%	108.8%
Miscellaneous	-	-	8,810	-	1,628	10,439	42,261	-75.3%	1043.9%
Investment income	895	-	-	-	58,079	58,974	36,058	63.6%	117.2%
<b>Total</b>	<b>2,503</b>	<b>329,533</b>	<b>40,966</b>	<b>391,616</b>	<b>925,347</b>	<b>1,689,965</b>	<b>1,532,993</b>	<b>10.2%</b>	<b>100.9%</b>
<b><u>EXPENDITURES</u></b>									
Administrative	-	-	-	-	405,229	405,229	343,176	18.1%	93.5%
Police	-	-	-	-	144,050	144,050	138,177	4.3%	83.1%
Parks	-	-	-	149,469	-	149,469	105,491	41.7%	95.3%
Road	-	-	76,103	-	-	76,103	131,325	-42.1%	69.3%
Resident Services*	-	-	22,145	52,916	61,217	136,277	128,600	6.0%	98.8%
Capital Improvements	-	8,938	408,045	205,044	-	622,028	389,026	59.9%	85.3%
Debt Service	-	142,786	-	-	-	142,786	142,786	0.0%	100.0%
<b>Total</b>	<b>-</b>	<b>151,724</b>	<b>506,293</b>	<b>407,429</b>	<b>610,496</b>	<b>1,675,942</b>	<b>1,378,580</b>	<b>21.6%</b>	<b>89.0%</b>
Excess (deficiency) of revenues over (under) expenditures	2,502	177,808	(465,326)	(15,814)	314,851	14,023			
<b><u>Other Sources (Uses)</u></b>									
Transfers In		85,700	375,000			460,700			
Transfers (Out)	-	(375,000)		-	(85,700)	(460,700)			
<b>Change in Fund Balance</b>	<b>2,502</b>	<b>(111,492)</b>	<b>(90,326)</b>	<b>(15,814)</b>	<b>229,151</b>	<b>14,023</b>			
Fund Balance 1/1/2025	52,433	558,512	91,029	551,907	1,207,594	2,461,475			
<b>Fund Balance 11/30/2025</b>	<b>54,935</b>	<b>447,020</b>	<b>703</b>	<b>536,093</b>	<b>1,436,745</b>	<b>2,475,498</b>			

\*Includes trash collection and recycling, leaf vacuuming, snow removal and salt application, mosquito control, sewer lateral program, community event expenses



**CITY OF TWIN OAKS  
SALES AND USE TAX REVENUES  
ELEVEN MONTHS ENDED NOVEMBER 30**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<b>Budget 2025</b>
Sales Tax (1%)	274,124	294,009	279,039	342,776	396,157	398,002	442,621	440,000
Local Option (.25 %)	100,851	110,578	103,645	118,799	137,369	142,870	163,584	155,000
STL County Public Safety	19,698	16,781	19,988	22,039	34,184	36,600	36,834	40,000
Use Tax	-	-	-	8,852	49,728	34,812	35,791	40,000
<b>TOTAL GENERAL FUND</b>	<b>394,673</b>	<b>421,368</b>	<b>402,672</b>	<b>492,466</b>	<b>617,438</b>	<b>612,284</b>	<b>678,829</b>	<b>675,000</b>
<b>Stormwater/Parks Sales Tax 1/2 cent</b>	<b>234,643</b>	<b>252,170</b>	<b>234,764</b>	<b>282,160</b>	<b>339,066</b>	<b>339,524</b>	<b>387,686</b>	<b>380,000</b>
<b>Cap Impr Sales Tax (.50%)</b>	<b>199,446</b>	<b>214,344</b>	<b>199,549</b>	<b>239,836</b>	<b>288,206</b>	<b>288,595</b>	<b>329,533</b>	<b>320,000</b>
<b>TOTAL-ALL FUNDS</b>	<b>828,762</b>	<b>887,882</b>	<b>836,985</b>	<b>1,014,462</b>	<b>1,244,710</b>	<b>1,240,403</b>	<b>1,396,048</b>	<b>1,375,000</b>
								90.21%



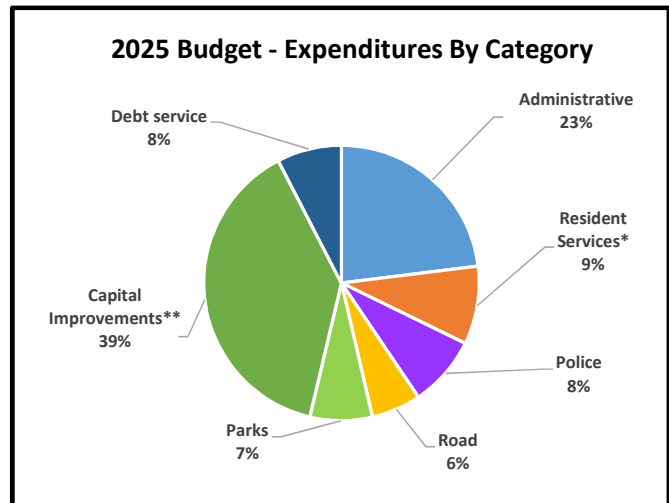
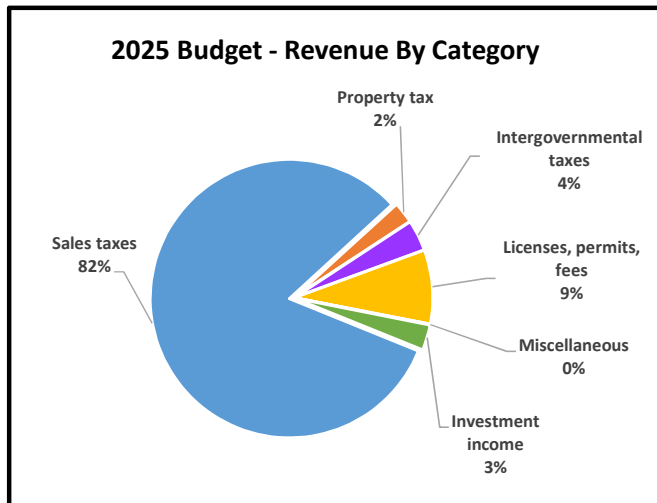
**CITY OF TWIN OAKS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**BUDGET - FISCAL YEAR 2025**

	<u>Sewer</u>	<u>Cap Imprv</u>	<u>Road</u>	<u>Parks &amp; Stormwater</u>	<u>General</u>	<u>BUDGET 2025</u>	<u>ACTUAL 11/30/2025</u>	<u>Percent Budget</u>
<b><u>REVENUES</u></b>								
Sales taxes	\$ -	\$ 320,000	\$ -	\$ 380,000	\$ 675,000	\$ 1,375,000	\$ 1,396,048	101.5%
Property tax	-	-	-	-	42,500	42,500	25,372	59.7%
Intergovernmental taxes	-	-	45,000	-	16,000	61,000	41,837	68.6%
Licenses, permits, fees	4,700	-	-	3,200	136,700	144,600	157,295	108.8%
Miscellaneous	-	-	-	-	1,000	1,000	10,439	1043.9%
Investment income	300	-	-	-	50,000	50,300	58,974	117.2%
<b>Total</b>	<b>5,000</b>	<b>320,000</b>	<b>45,000</b>	<b>383,200</b>	<b>921,200</b>	<b>1,674,400</b>	<b>1,689,965</b>	<b>100.9%</b>
<b><u>EXPENDITURES</u></b>								
Administrative	-	-	-	-	433,580	433,580	405,229	93.5%
Resident Services*	5,000	-	30,000	57,650	80,700	173,350	144,050	83.1%
Police	-	-	-	-	156,845	156,845	149,469	95.3%
Road	-	-	109,800	-	-	109,800	76,103	69.3%
Parks	-	-	-	137,900	-	137,900	136,277	98.8%
Capital Improvements**	-	80,000	392,500	256,500	-	729,000	622,028	85.3%
Debt service	-	142,801	-	-	-	142,801	142,786	100.0%
<b>Total</b>	<b>5,000</b>	<b>222,801</b>	<b>532,300</b>	<b>452,050</b>	<b>671,125</b>	<b>1,883,276</b>	<b>1,675,942</b>	<b>89.0%</b>
Excess (deficiency) of revenues over (under) expenditures	-	97,199	(487,300)	(68,850)	250,075	(208,876)		
<b><u>Other Sources (Uses)</u></b>								
Transfers In	-	85,700	275,800	-	-	361,500		
Transfers (Out)	-	(275,800)	-	-	(85,700)	(361,500)		
<b>Change in Fund Balance</b>	<b>-</b>	<b>(92,901)</b>	<b>(211,500)</b>	<b>(68,850)</b>	<b>164,375</b>	<b>(208,876)</b>		
Fund Balance 1/1/2025	52,433	558,512	91,029	551,907	1,207,594	2,461,474		
<b>Fund Balance 12/31/2025</b>	<b>\$ 52,433</b>	<b>\$ 465,611</b>	<b>\$ (120,471)</b>	<b>\$ 483,057</b>	<b>\$ 1,371,969</b>	<b>\$ 2,252,598</b>		

\*Includes trash collection and recycling, leaf vacuuming, snow removal and salt application, mosquito control, sewer lateral program, community event expenses and city events.

\*\*Includes an increase of \$80,000 in the Park Capital Improvement budget from the original 2025 amount. (Ord 25-02)

\*\*Includes an increase of \$259,000 in the Capital Improvement budget. (Ord 25-07)





FINANCIAL REPORT

FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2025

**CITY OF TWIN OAKS  
COMBINED BALANCE SHEET  
December 31, 2025**

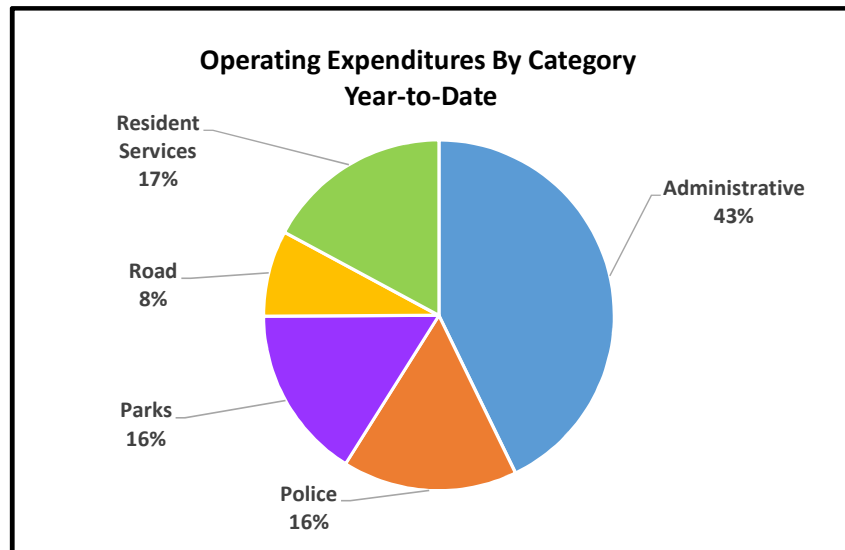
<b><u>Assets</u></b>		
Cash	\$	1,468,448
Certificate of Deposit		621,763
Other current assets		444,257
Lease receivable		355,633
<b>TOTAL ASSETS</b>		<b>\$ 2,890,101</b>
<b><u>Liabilities</u></b>		
Payables and deferred		80,865
Lease related		331,906
<b>TOTAL LIABILITIES</b>		<b>412,771</b>
<b><u>Fund Balances</u></b>		
Sewer Lateral		56,311
Capital Improvements		446,871
Road		2,097
Park and Stormwater		547,980
General		1,424,072
<b>TOTAL FUND BALANCES</b>		<b>2,477,330</b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>		<b>\$ 2,890,101</b>



**CITY OF TWIN OAKS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**YEAR ENDED, DECEMBER 31, 2025**

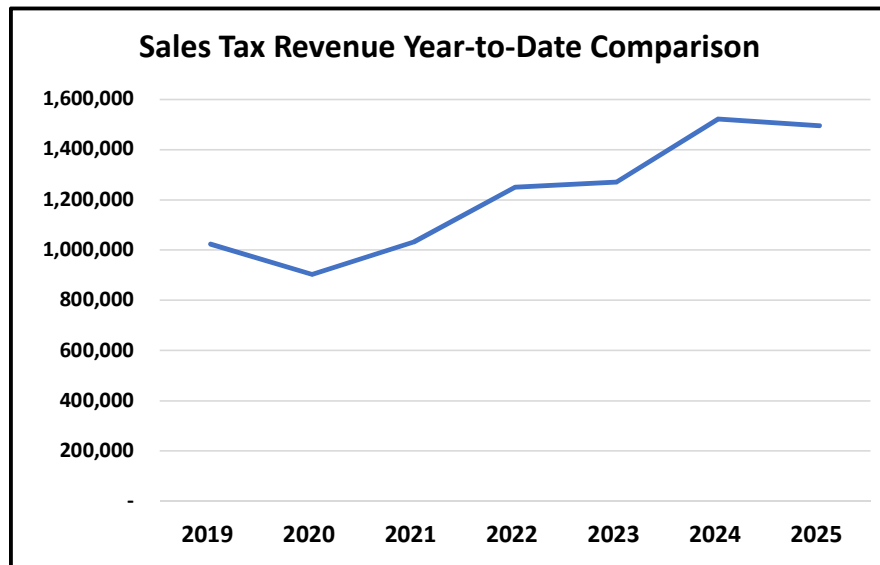
	<u>Sewer</u>	<u>Cap Impr</u>	<u>Road</u>	<u>Park &amp; Stormwater</u>	<u>General</u>	<u>Total-All Funds</u>		<u>Percent Change</u>	<u>Percent Budget</u>
						<u>2025</u>	<u>2024</u>		
<b><u>REVENUES</u></b>									
Sales taxes	\$ -	\$ 355,123	\$ -	\$ 417,792	\$ 722,972	\$ 1,495,887	\$ 1,521,901	-1.7%	108.8%
Property tax	-	-	-	-	30,878	30,878	41,968	-26.4%	72.7%
Intergovernmental taxes	-	-	38,069	-	10,431	48,500	66,062	-26.6%	79.5%
Licenses, permits, fees	2,911	-	-	3,930	154,350	161,191	151,894	6.1%	111.5%
Miscellaneous	-	-	8,810	-	1,748	10,559	42,625	-75.2%	1055.9%
Investment income	968	-	-	-	60,924	61,892	56,926	8.7%	123.0%
<b>Total</b>	<b>3,879</b>	<b>355,123</b>	<b>46,880</b>	<b>421,722</b>	<b>981,304</b>	<b>1,808,907</b>	<b>1,881,376</b>	<b>-3.9%</b>	<b>108.0%</b>
<b><u>EXPENDITURES</u></b>									
Administrative	-	-	-	-	444,430	444,430	365,821	21.5%	102.5%
Police	-	-	-	-	157,121	157,121	150,738	4.2%	90.6%
Parks	-	-	-	159,540	-	159,540	115,129	38.6%	101.7%
Road	-	-	83,447	-	-	83,447	159,770	-47.8%	76.0%
Resident Services*	-	-	26,398	53,730	77,575	157,702	130,383	21.0%	114.4%
Capital Improvements	-	24,678	410,968	212,379	-	648,025	417,657	55.2%	88.9%
Debt Service	-	142,786	-	-	-	142,786	142,786	0.0%	100.0%
<b>Total</b>	<b>-</b>	<b>167,464</b>	<b>520,812</b>	<b>425,649</b>	<b>679,126</b>	<b>1,793,051</b>	<b>1,482,284</b>	<b>21.0%</b>	<b>95.2%</b>
Excess (deficiency) of revenues over (under) expenditures	3,878	187,659	(473,932)	(3,927)	302,178	15,856			
<b><u>Other Sources (Uses)</u></b>									
Transfers In		85,700	385,000			470,700			
Transfers (Out)	-	(385,000)		-	(85,700)	(470,700)			
<b>Change in Fund Balance</b>	<b>3,878</b>	<b>(111,641)</b>	<b>(88,932)</b>	<b>(3,927)</b>	<b>216,478</b>	<b>15,856</b>			
Fund Balance 1/1/2025	52,433	558,512	91,029	551,907	1,207,594	2,461,475			
<b>Fund Balance 12/31/2025</b>	<b>56,311</b>	<b>446,871</b>	<b>2,097</b>	<b>547,980</b>	<b>1,424,072</b>	<b>2,477,331</b>			

\*Includes trash collection and recycling, leaf vacuuming, snow removal and salt application, mosquito control, sewer lateral program, community event expenses



**CITY OF TWIN OAKS  
SALES AND USE TAX REVENUES  
TWELVE MONTHS ENDED DECEMBER 31**

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<b>Budget 2025</b>
Sales Tax (1%)	338,915	290,549	334,827	416,678	387,361	494,691	468,883	440,000
Local Option (.25 %)	125,405	112,473	123,834	145,676	142,410	176,179	176,224	155,000
STL County Public Safety	21,793	20,610	22,772	26,174	38,711	40,121	39,773	40,000
Use Tax	-	-	-	21,774	52,186	37,657	38,092	40,000
<b>TOTAL GENERAL FUND</b>	<b>486,113</b>	<b>423,632</b>	<b>481,433</b>	<b>610,302</b>	<b>620,668</b>	<b>748,648</b>	<b>722,972</b>	<b>675,000</b>
<b>Stormwater/Parks Sales Tax 1/2 cent</b>	<b>290,573</b>	<b>254,988</b>	<b>301,410</b>	<b>345,567</b>	<b>351,382</b>	<b>417,974</b>	<b>417,792</b>	<b>380,000</b>
<b>Cap Impr Sales Tax (.50%)</b>	<b>246,985</b>	<b>224,340</b>	<b>248,598</b>	<b>293,752</b>	<b>298,655</b>	<b>355,278</b>	<b>355,123</b>	<b>305,000</b>
<b>TOTAL-ALL FUNDS</b>	<b>1,023,671</b>	<b>902,960</b>	<b>1,031,441</b>	<b>1,249,621</b>	<b>1,270,705</b>	<b>1,521,900</b>	<b>1,495,887</b>	<b>1,360,000</b>
	15.10%	-11.79%	14.23%	21.15%	1.69%	19.77%	-1.71%	111.90%



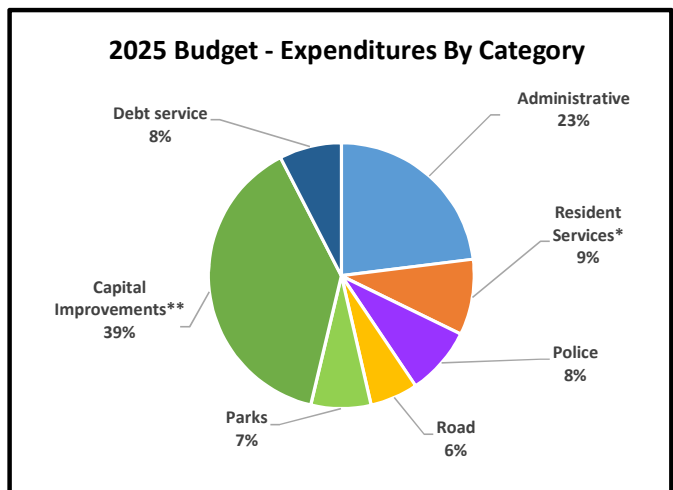
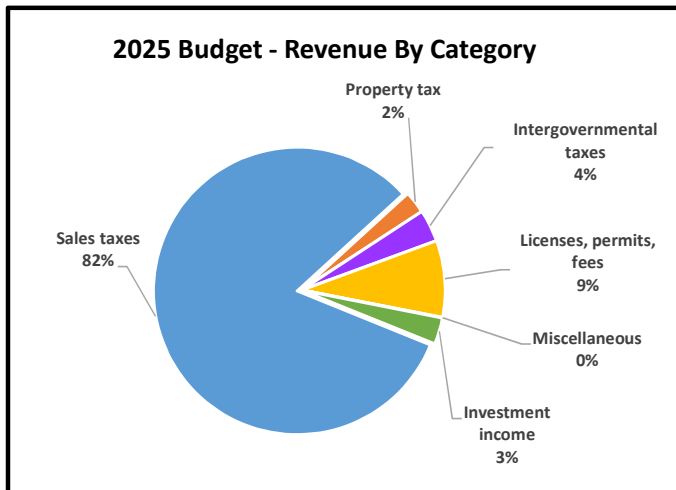
**CITY OF TWIN OAKS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**BUDGET - FISCAL YEAR 2025**

	<u>Sewer</u>	<u>Cap Imprv</u>	<u>Road</u>	<u>Parks &amp; Stormwater</u>	<u>General</u>	<u>BUDGET 2025</u>	<u>ACTUAL 12/31/2025</u>	<u>Percent Budget</u>
<b><u>REVENUES</u></b>								
Sales taxes	\$ -	\$ 320,000	\$ -	\$ 380,000	\$ 675,000	\$ 1,375,000	\$ 1,495,887	108.8%
Property tax	-	-	-	-	42,500	42,500	30,878	72.7%
Intergovernmental taxes	-	-	45,000	-	16,000	61,000	48,500	79.5%
Licenses, permits, fees	4,700	-	-	3,200	136,700	144,600	161,191	111.5%
Miscellaneous	-	-	-	-	1,000	1,000	10,559	1055.9%
Investment income	300	-	-	-	50,000	50,300	61,892	123.0%
<b>Total</b>	<b>5,000</b>	<b>320,000</b>	<b>45,000</b>	<b>383,200</b>	<b>921,200</b>	<b>1,674,400</b>	<b>1,808,907</b>	<b>108.0%</b>
<b><u>EXPENDITURES</u></b>								
Administrative	-	-	-	-	433,580	433,580	444,430	102.5%
Resident Services*	5,000	-	30,000	57,650	80,700	173,350	157,121	90.6%
Police	-	-	-	-	156,845	156,845	159,540	101.7%
Road	-	-	109,800	-	-	109,800	83,447	76.0%
Parks	-	-	-	137,900	-	137,900	157,702	114.4%
Capital Improvements**	-	80,000	392,500	256,500	-	729,000	648,025	88.9%
Debt service	-	142,801	-	-	-	142,801	142,786	100.0%
<b>Total</b>	<b>5,000</b>	<b>222,801</b>	<b>532,300</b>	<b>452,050</b>	<b>671,125</b>	<b>1,883,276</b>	<b>1,793,051</b>	<b>95.2%</b>
Excess (deficiency) of revenues over (under) expenditures	-	97,199	(487,300)	(68,850)	250,075	(208,876)		
<b><u>Other Sources (Uses)</u></b>								
Transfers In	-	85,700	275,800	-	-	361,500		
Transfers (Out)	-	(275,800)	-	-	(85,700)	(361,500)		
<b>Change in Fund Balance</b>	<b>-</b>	<b>(92,901)</b>	<b>(211,500)</b>	<b>(68,850)</b>	<b>164,375</b>	<b>(208,876)</b>		
Fund Balance 1/1/2025	52,433	558,512	91,029	551,907	1,207,594	2,461,474		
<b>Fund Balance 12/31/2025</b>	<b>\$ 52,433</b>	<b>\$ 465,611</b>	<b>\$ (120,471)</b>	<b>\$ 483,057</b>	<b>\$ 1,371,969</b>	<b>\$ 2,252,598</b>		

\*Includes trash collection and recycling, leaf vacuuming, snow removal and salt application, mosquito control, sewer lateral program, community event expenses and city events.

\*\*Includes an increase of \$80,000 in the Park Capital Improvement budget from the original 2025 amount. (Ord 25-02)

\*\*Includes an increase of \$259,000 in the Capital Improvement budget. (Ord 25-07)



**AN ORDINANCE CREATING THE POSITION OF CITY  
ADMINISTRATOR/CLERK AND APPOINTING  
APRIL MILNE TO THE POSITION**

---

**WHEREAS**, the Board of Aldermen believes that the administration of the City of Twin Oak's business will be assisted by creating a position to expand the City Clerk position to include more executive and administrative roles with more authority to conduct the City's day-to-day functions; and

**WHEREAS**, the Board of Aldermen has determined that because the current City Clerk job duties are generally more aligned with the duties of a city manager or administrator, creating the office of City Administrator/Clerk position for the City of Twin Oaks is in the best interest of the citizens in terms of efficiency and experience in performing and supervising the City's daily administration.

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

**Section 1.** The Board of Aldermen does hereby create the office of City Administrator/Clerk. To that end, Article II "City Clerk", Section 115.090 "City Clerk — Appointment, Duties, Qualifications, Compensation, Term" is hereby repealed and in its place a new Article II "City Administrator/Clerk," Section 115.090 "City Administrator/Clerk — Appointment, Duties, Qualifications, Compensation, Term" is adopted, to read as follows:

**Section 115.090 City Administrator/Clerk**

Pursuant to the authority granted by Section 79.230 and Section 79.320 of the Revised Statutes of Missouri, the office of City Administrator/Clerk is hereby established and shall be subject to the following requirements:

- A. *Appointment*: The City Administrator/Clerk shall be appointed by the Mayor with the advice and consent employed by the Board of Aldermen, with the approval of the Mayor, and the appointment may be for an indefinite term of office. The City Administrator/Clerk shall serve at the pleasure of the Board of Aldermen. Anytime in this Municipal Code the term "City Administrator" is used it shall mean the "City Administrator/Clerk."
- B. *Qualifications*: The City Administrator/Clerk shall have either experience or education in administration of municipal government, or a combination of education and experience. Before entering upon the duties of the Office, the City Administrator/Clerk shall take an oath or affirmation before some person authorized to administer oath, that he or she possesses all the qualifications prescribed by law for the Office, that he or she will support the Constitution of the United States and of the State, that he or she will uphold the provisions of all laws of the State and the Ordinances of the City, and that he or she will faithfully demean himself or herself while in office.

C. *Duties:*

1. The City Administrator/Clerk shall be a full-time position and shall be performed during the hours set by the Mayor with the consent of the Board of Aldermen. The City Administrator position shall be the administrative assistant to the Mayor and, subject to the direction and supervision of the Mayor, shall, with the Mayor, have general control over the administration and management of the City's business, officers and employees of the City. The City Administrator shall be responsible for the tasks set forth in the job description developed by the Board of Aldermen (attached as **Exhibit A** and incorporated by reference) and such other duties as may be required by the Board of Aldermen from time to time. The City Administrator shall answer to the Mayor and Board of Aldermen in all circumstances.
2. The City Administrator/Clerk also shall have and perform all of the powers, rights and duties assigned by law to the office of City Clerk, including, but not limited to, having charge and custody of the seal, ordinances and other records, papers and documents entrusted to his or her care and keeping by the Board of Aldermen; attending to such correspondence as may be required and shall keep the journal of the proceedings of the Board of Aldermen, entering therein the "yeas" and "nays" of the members of each bill presented for passage as an ordinance; attesting each ordinance passed by subscribing his or her name on the face thereof; safely and properly keeping all the records and papers belonging to the City which may be entrusted to his or her care; being the general accountant of the City; being empowered to administer official oaths and oaths to persons certifying to demands or claims against the City, and performing all such other duties as may be prescribed by law or ordinance or as directed by the Board of Aldermen.

D. *Compensation:* The City Administrator/Clerk shall receive such compensation as set by ordinance by the Board of Aldermen and which may be adjusted from time to time by the budget ordinance or other ordinance.

E. *Term; Removal:* The office of City Administrator/Clerk shall have an indefinite term and continued service shall be at the pleasure of the Board of Aldermen and subject to removal in accordance with Section 115.030 of the Municipal Code.

F. *Deputy City Clerk.* The Board may appoint a Deputy City Clerk to assist the City Administrator/Clerk and perform the duties of the City Clerk in the City Administrator/Clerk's absence.

**Section 2.** April Milne is hereby appointed to the position of City Administrator/Clerk upon final approval of this Ordinance.

**Section 3.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO  
PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI,  
THIS 21<sup>st</sup> DAY OF JANUARY 2026.

---

Russ Fortune, Mayor

Attest:

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April Milne, City Administrator

RESOLUTION NO. 2026-01

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING  
A RIGHT-OF-WAY ENCROACHMENT AND LICENSE AGREEMENT WITH  
830 MERAMEC STATION, LLC.**

---

WHEREAS, 830 Meramec Station, LLC (“Owner”) owns property at 830 Meramec Station Road (the “Property”) at which a dental office operates in the City of Twin Oaks (the “City”); and

WHEREAS, Owner has sought a sign permit to change the sign face of an existing monument sign (the “Sign”) at the Property; and

WHEREAS, during the process of reviewing the sign permit application, the City discovered the Sign encroaches slightly into the right-of-way of Meramec Station Road; and

WHEREAS, the City’s sign regulations in Section 410.070, expressly prohibit “[t]emporary or permanent signs on public right-of-way (other than government signs);” and

WHEREAS, rather than require removal of the Sign, the City desires to allow the sign structure to remain in place subject to an agreement that grants permission for the Sign to remain in the City’s right-of-way until the Sign is removed or destroyed, or until the City provides written notice to terminate, after which the Owner must remove the Sign at its own expense; and

WHEREAS, the City’s Board of Aldermen desires to approve an agreement setting forth the terms and conditions of allowing the monument Sign’s encroachment into City right-of-way.

**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 the Mayor is hereby authorized to execute, a right-of-way encroachment and license agreement substantially in the form of “Exhibit 1” attached hereto and incorporated herein (the “Agreement”), on behalf of Twin Oaks with 830 Meramec Station, LLC to allow the property owner’s Sign to continue to encroach into the City’s right-of-way under the terms set forth in the Agreement.

**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 21<sup>st</sup> DAY OF JANUARY 2026, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

April Milne, City Clerk

## Exhibit 1

### **RIGHT-OF-WAY ENCROACHMENT & LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is made and entered into as of the 21 day of November, 2025, by and between the CITY OF TWIN OAKS, MISSOURI, a Municipal Corporation organized under the laws of the State of Missouri, ("City") and 830 MERAMEC STATION LLC ("Licensee"), the property owner of 830 Meramec Station Road.

#### Recitals

WHEREAS, Licensee is the owner of a tract of land located at 830 Meramec Station Road in Twin Oaks, Missouri, as depicted on Exhibit A attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, City is the owner of certain right-of-way (Meramec Station Road, hereinafter, the "Right-of-Way") immediately adjacent to the eastern property line of Property that includes a monument sign installed by Licensee (or its predecessor) to serve the Property located in Twin Oaks, Missouri, as depicted on Exhibit B attached hereto and incorporated by reference herein; and

WHEREAS, Licensee in conjunction with operation of the business on the Property has constructed a monument sign and associated footings and electrical work (the "Sign") upon the Right-of-Way, and which encroaches over and into the Right-of-Way as more particularly described and shown on Exhibit C attached hereto and incorporated by reference herein (the "License Area"); and

WHEREAS, pursuant to City Code Chapter 515, and specifically § 515.050.A.3, the City is authorized to permit "incidental uses" in the ROW; and

WHEREAS, because the Sign is constructed in the City's Right-of-Way and because the City has already planned future roadway widening and/or sidewalk installation project along Meramec Station Road (the "Improvements") may be inhibited by the location of the Sign and, therefore, likely will need to be moved for the future Improvements;

WHEREAS, Licensee desires that City authorize this License Agreement for the sole and express purpose of allowing the Sign to remain as constructed on the Right-of-Way where it encroaches, and City is agreeable to do so upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Licensee agree as follows:

1. License Area. City hereby grants to Licensee and to the successors in interest of Licensee, a license for the use, benefit and enjoyment of the License Area, and to Licensee's employees, invitees, agents, contractors and assigns, the right, privilege, and license to use the License Area for all purposes reasonably necessary to allow Licensee to maintain and utilize the Sign that encroaches upon the Right-of-Way consistent with and subject to § 515.050.A.3 of the Twin Oaks Code, provided, however, that Licensee shall not interfere with the City's rights and obligations to use and utilize the Right-of-Way. Licensee's use of the Right-of-Way is solely limited to the License Area shown on Exhibit C, that encroaches onto and over the Right-of-Way. Specifically, the Sign located in the License Area shall not extend or be enlarged beyond the area where the Sign is currently located as approximately shown on the License Area depiction attached as Exhibit C.



2. Term of Agreement. This License Agreement shall apply only to the License Area as shown on Exhibit C attached hereto and incorporated by reference, and will automatically expire upon the destruction or removal of the Sign encroaching into and over the License Area as shown on Exhibit C. The City may further terminate this Agreement at any time by providing written notice thereof at which time the Sign will be promptly removed by Licensee at its expense.

3. Grant of License Only. City is not conveying any land or title thereto, but merely granting the rights, privileges and license hereinabove set forth. Nothing herein shall be construed as a waiver of the City's ownership rights and obligations relating to the Right-of-Way.

4. Compliance with other City laws, regulations & requirements. Licensee agrees to comply with all other applicable laws, regulations, standards and requirements of the City of Twin Oaks, including, but not limited to the City of Twin Oaks's building code, and zoning code, including all setback requirements therein.

5. Assumption of Risk; Removal of Improvements. Licensee assumes all risks associated with the Improvements located within the License Area and any damages that may result to the Improvements as a result of the City's or other's authorized use of the Right-of-Way. Licensee agrees that when the City undertakes the Project or otherwise needs use of the Right-of-Way, that Licensee will be responsible for all costs of removal of the Sign from the Right-of-Way. Licensee agrees and acknowledges that the City is not responsible for any damage to the Sign caused by the City (or its contractor) for any work in the Right-of-Way including, but not limited, to any damage caused by trench settlement, and Licensee further agrees that it is responsible for the cost of relocation of the Sign if necessary to accommodate construction, improvement, or maintenance of utilities or other public works in the Right-of-Way.

6. Indemnification & Hold Harmless. Licensee shall indemnify and hold the City harmless against and with respect to any exercise of the City's rights under the Agreement, any of the items identified in paragraph 5, or with regard to any accident, injury, or death of any person, or damage or destruction of real or personal property, arising from or in connection with the City's or the public's use of the Right-of-Way or the License Area. The City shall not be responsible for any damage to Licensee's or any other person's personal property in the License Area arising from or in connection with the Licensee's use of the License Area in the Right-of-Way under this agreement.

7. Successors and Assigns Bound. This Agreement shall be binding upon and shall inure to the benefit of City and Licensee and their respective successors in interest to the Easement and the Property and their respective legal representatives, successors and assigns.

8. Severability. If any portion of this Agreement shall to any extent be invalid or unenforceable, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Governing Law. This Agreement shall be governed by and construed according to the laws of Missouri.

10. Execution and Counterparts. This Agreement may be executed in two or more identical counterparts and shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the date first above written.

830 MERAMEC STATION LLC

By: [Signature]  
Its: \_\_\_\_\_

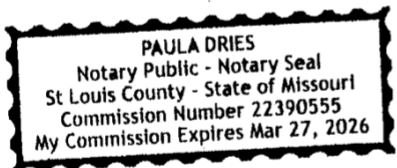
STATE OF MISSOURI        )  
                                      )  
COUNTY OF ST. LOUIS    )       ss

On this 24 day of November, 2025, before me appeared personally known to me, who being by me duly sworn, did say that he/she is a member of 830 MERAMAC STATION LLC with authority to bind said limited liability company and that the foregoing instrument was signed on behalf of said limited liability company by authority of its membership, and that he/she acknowledged said instrument to be the free act and deed of said limited liability company and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public: [Signature]

My Commission Expires: 3-27-26



**CITY OF TWIN OAKS**

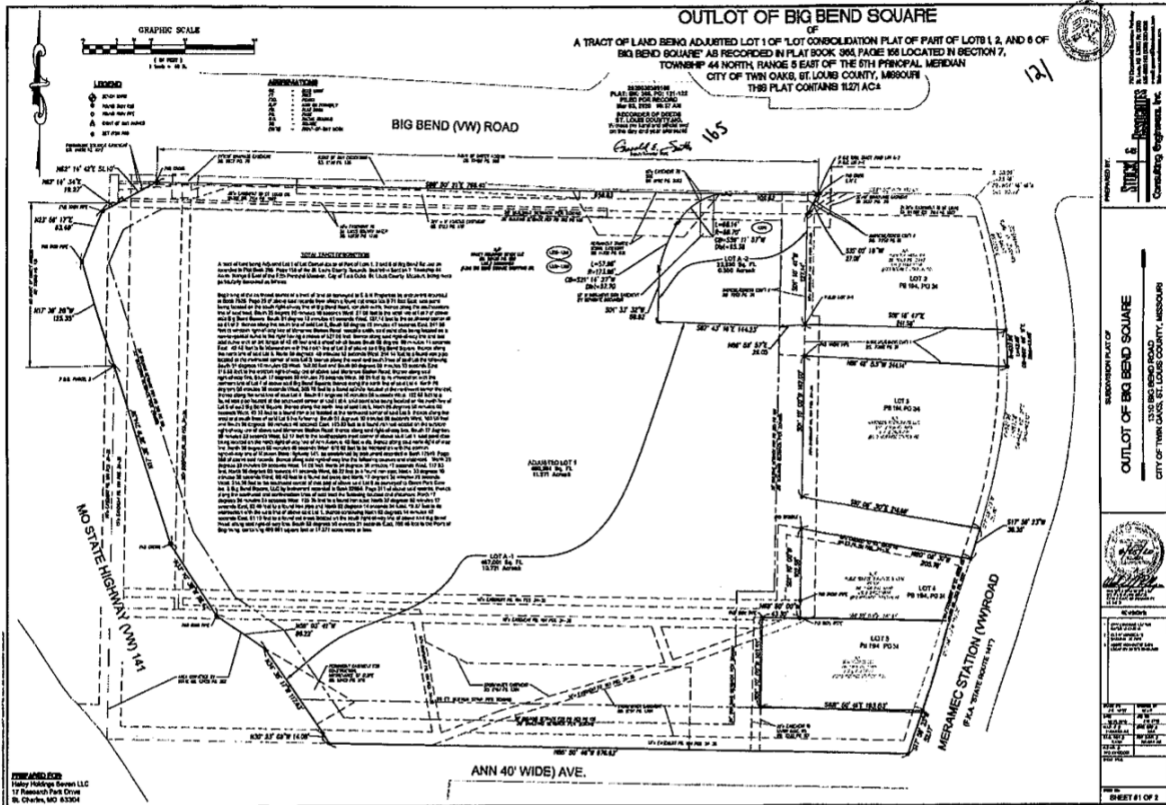
By: \_\_\_\_\_

Attest:

  
\_\_\_\_\_  
City Clerk

# EXHIBIT A

## Property Lot 5 of Big Bend Square

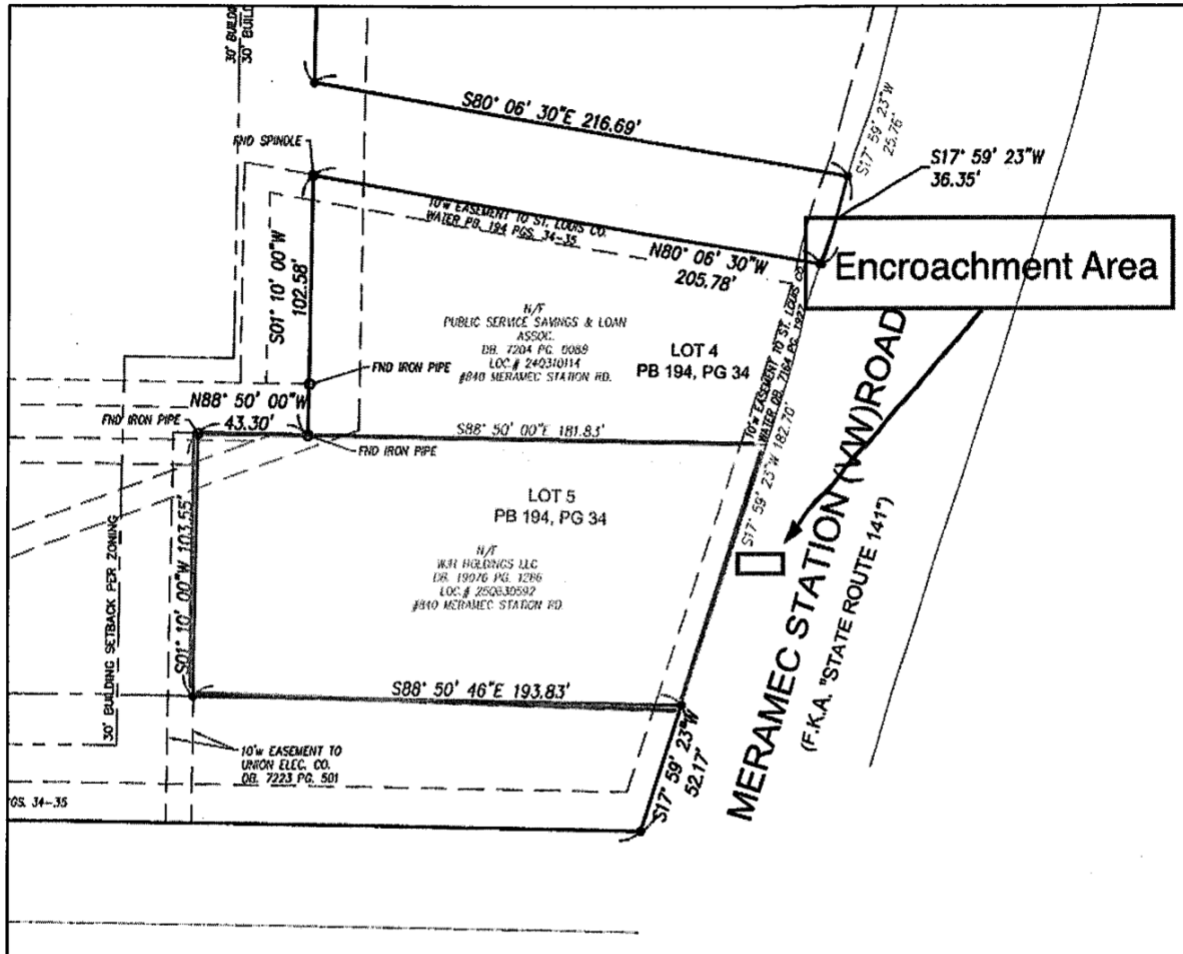


## Meramec Station Road Right-of-Way



## EXHIBIT C

### License Area



RESOLUTION NO. 2026-02

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING TWO AGREEMENTS WITH TRUGREEN LAWN CARE  
FOR LAWN CARE SERVICES AT TWIN OAKS PARK AND CITY HALL.**

---

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

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with TruGreen Limited Partnership doing business as TruGreen Lawn Care for a one (1) year agreement for lawn care services for **Twin Oaks Park**, including seasonal fertilization, weed control, aeration, and seeding, with a total cost for the year of **\$3,240.00**, all as more specifically described in Exhibit 1.

**Section 2.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 2” attached hereto and incorporated herein, on behalf of Twin Oaks with TruGreen Limited Partnership doing business as TruGreen Lawn Care for a three (3) year agreement for lawn care services for **Twin Oaks City Hall**, including seasonal fertilizer/weed-control visits, an aeration and overseeding treatment, and a preventative grub treatment, with a total cost for the first year of **\$1,192.17**, all as more specifically described in Exhibit 2.

**Section 3.** 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 21<sup>st</sup> DAY OF JANUARY 2026,  
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

---

Russ Fortune, Mayor

Attest:

---

April Milne, City Clerk

**Exhibit 1**

**Twin Oaks, Missouri**  
**CONTRACTOR SERVICES CONTRACT**  
*Twin Oaks Park*



**Exhibit 2**

**Twin Oaks, Missouri**  
**CONTRACTOR SERVICES CONTRACT**  
*Twin Oaks City Hall*

# EXHIBIT 1

## Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT

### *Twin Oaks Park*

THIS AGREEMENT, made and effective as of January \_\_\_\_\_, 2026, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **TruGreen Limited Partnership** doing business as **TruGreen Lawncare**, hereinafter referred to as "Contractor," with a business mailing address of 455 N Highway Drive, Fenton, Missouri 63026.

WHEREAS, the Contractor provided the City with the proposal attached hereto as **Exhibit A** and incorporated herein by reference (the "Proposal"), for certain lawncare services for Twin Oaks Park, including seasonal fertilization, weed control, aeration, and seeding, as described on Exhibit A 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 needed by the City: ***Lawncare Services in the 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 lawncare services listed above and which lawncare services are more particularly described in the attached **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 AND TERM

Upon completion of the of portions of the Services to the satisfaction of the City, and within thirty days (30) days of receipt of a written invoice by the Contractor, the City hereby agrees to pay the Contractor for the services invoiced. The total cost of the services shall not exceed **\$ 3,240.00** as set forth in the Proposal. The term of this Agreement shall be one (1) year from the date of the agreement.

### 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 in Exhibit A.

### IV. CONTRACT SCHEDULE

Time is of the essence. The Services shall be performed timely in accordance with the schedule of seasonal services set forth on page 1 of the Proposal.

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

**TRUGREEN LAWN CARE**

By: \_\_\_\_\_

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

**CITY OF TWIN OAKS**

By: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
City Clerk

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

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

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

- **Work Authorization Program.** If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Exhibit B) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- **Proof of Lawful Presence.** Section 208.009 RSMo., requires that all applicants at the time of application for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

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

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

**Insurance.** The Contractor shall obtain and maintain for itself during the term of the Project and the City-Contractor Agreement liability insurance coverage of at least \$2,000,000 aggregate and \$1,000,000 per occurrence or as maybe provided in the Agreement. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed for the Services. Before commencing any Services, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph and bearing an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted. The City may waive any insurance coverages or amounts required to be carried by the Contractor under this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Contractor has adequate insurance to cover the Contractor for tort claims that may arise out of the Services. It is not for the purchase of insurance for the City EXCEPT FOR AND ONLY TO THE LIMITED EXTENT OF any claims against the City arising out of the Contractor's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured on a primary and noncontributory basis the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Twin Oaks as an additional Insured that is barred by sovereign immunity and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

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

**Changes.** No change in this Contract shall be made except in writing prior to the change in the Services or terms being performed. The Contractor shall make any and all changes in the Services without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed

or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Services. No Services or change shall be undertaken or compensated for without prior written authorization from the City.

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT A Proposal



Stephen Galczynski  
455 N Highway Drive  
Fenton, MO 63026

Phone: 636-591-4707

### Customer Information

#### BILL TO:

CITY OF TWIN OAKS  
1381 BIG BEND RD  
BALLWIN, MO 63021

Phone: (636) 225-7873

### Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
Twin Oaks Park 1 Twin Oaks Ct Twin Oaks, MO 63021	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$410.00
Twin Oaks Park 1 Twin Oaks Ct Twin Oaks, MO 63021	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$410.00
Twin Oaks Park 1 Twin Oaks Ct Twin Oaks, MO 63021	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$410.00
Twin Oaks Park 1 Twin Oaks Ct Twin Oaks, MO 63021	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$410.00
Twin Oaks Park 1 Twin Oaks Ct Twin Oaks, MO 63021	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$410.00
Twin Oaks Park 1 Twin Oaks Ct Twin Oaks, MO 63021	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$410.00
Twin Oaks Park 1 Twin Oaks Ct Twin Oaks, MO 63021	Aeration and Seeding		Fall aeration and overseeding to reduce thatch, alleviate compaction and improve turf density.	\$780.00

Subtotal: \$3,240.00

Total Sales Tax Amount: \$0.00

Grand Total: \$3,240.00

Description:



## Standard Terms and Conditions

1. **Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. **Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
19. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_

REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER



## **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	\$1,000,000 per occurrence
(including coverage for Bodily Injury and Property Damage)	\$ 3,547,658 aggregate
Comprehensive Automobile Liability Insurance	\$1,000,000 per occurrence
(including coverage for Bodily Injury and Property Damage)	\$ 3,547,658 aggregate

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

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

# EXHIBIT 2

## Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT

### *Twin Oaks City Hall*

THIS AGREEMENT, made and effective as of January \_\_\_\_\_, 2026, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **TruGreen Limited Partnership** doing business as **TruGreen Lawncare**, hereinafter referred to as "Contractor," with a business mailing address of 455 N Highway Drive, Fenton, Missouri 63026.

WHEREAS, the Contractor provided the City with the proposal attached hereto as **Exhibit A** and incorporated herein by reference (the "Proposal"), for certain lawncare services for Twin Oaks City Hall, including seasonal fertilization, weed control, aeration, and seeding, as described on Exhibit A 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 needed by the City: ***Lawncare Services in the Twin Oaks City Hall.***

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 lawncare services listed above and which lawncare services are more particularly described in the attached **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 AND TERM

Upon completion of the of portions of the Services to the satisfaction of the City, and within thirty days (30) days of receipt of a written invoice by the Contractor, the City hereby agrees to pay the Contractor for the services invoiced. The total amount of the first year's services shall not exceed **\$1,192.17** as set forth in the Proposal. The term of this Agreement shall be three (3) years from the date of the agreement. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than thirty (30) days written notice prior to the end of the then-current term. Any price increases shall only be as set forth in Section 2 of the Proposal.

### 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 in Exhibit A.

### IV. CONTRACT SCHEDULE

Time is of the essence. The Services shall be performed timely in accordance with the schedule of seasonal services set forth on page 1 of the Proposal.

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

**TRUGREEN LAWN CARE**

By: \_\_\_\_\_

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

**CITY OF TWIN OAKS**

By: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
City Clerk

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

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

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

- **Work Authorization Program.** If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Exhibit B) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- **Proof of Lawful Presence.** Section 208.009 RSMo., requires that all applicants at the time of application for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

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

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

**Insurance.** The Contractor shall obtain and maintain for itself during the term of the Project and the City-Contractor Agreement liability insurance coverage of at least \$2,000,000 aggregate and \$1,000,000 per occurrence or as maybe provided in the Agreement. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed for the Services. Before commencing any Services, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph and bearing an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted. The City may waive any insurance coverages or amounts required to be carried by the Contractor under this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Contractor has adequate insurance to cover the Contractor for tort claims that may arise out of the Services. It is not for the purchase of insurance for the City EXCEPT FOR AND ONLY TO THE LIMITED EXTENT OF any claims against the City arising out of the Contractor's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured on a primary and noncontributory basis the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Twin Oaks as an additional Insured that is barred by sovereign immunity and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

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

**Changes.** No change in this Contract shall be made except in writing prior to the change in the Services or terms being performed. The Contractor shall make any and all changes in the Services without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed

or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Services. No Services or change shall be undertaken or compensated for without prior written authorization from the City.

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

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

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**EXHIBIT A**  
**Proposal**



Stephen Galczynski  
455 N Highway Drive  
Fenton, MO 63026

Phone: 636-591-4707

**Customer Information**

**BILL TO:**

CITY OF TWIN OAKS  
1381 BIG BEND RD  
BALLWIN, MO 63021

Phone: (636) 225-7873

**Detail of Charges**

Service Location	Line Item Description	Round #	Round Description	Recommended	Total Price
CITY OF TWIN OAKS 1381 BIG BEND RD BALLWIN, MO 63021	TruYou Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$98.79
CITY OF TWIN OAKS 1381 BIG BEND RD BALLWIN, MO 63021	TruYou Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$98.79
CITY OF TWIN OAKS 1381 BIG BEND RD BALLWIN, MO 63021	TruYou Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$98.79
CITY OF TWIN OAKS 1381 BIG BEND RD BALLWIN, MO 63021	TruYou Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$98.79
CITY OF TWIN OAKS 1381 BIG BEND RD BALLWIN, MO 63021	TruYou Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$98.79
CITY OF TWIN OAKS 1381 BIG BEND RD BALLWIN, MO 63021	TruYou Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$98.79
CITY OF TWIN OAKS 1381 BIG BEND RD BALLWIN, MO 63021	TruYou Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	\$98.79
CITY OF TWIN OAKS 1381 BIG BEND RD BALLWIN, MO 63021	Aeration and Seeding	10	Fall aeration and overseeding to reduce thatch, alleviate		\$405.19



			compaction and improve turf density.		
CITY OF TWIN OAKS 1381 BIG BEND RD BALLWIN, MO 63021	Grub Preventative	10	Preventative treatment for sub-surface grub activity		\$95.45

Subtotal: \$1,192.17  
Total Sales Tax Amount: \$0.00  
Grand Total: \$1,192.17

## Description:

### Standard Terms and Conditions

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than thirty (30) days written notice prior to the end of the then-current term.

2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement (b) Fuel, Material and Labor Cost Increases. Because the product, labor and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost Increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current Consumer Price Index (CPI), whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.

3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% apr.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement (including late fees), you agree to pay all costs of such collection including, but not limited to any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.

4. Check processing policy. ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may otherwise terminate the Agreement upon thirty (30) days notice to you. You may cancel this Agreement for material breach by TruGreen provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, (a) in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you or (b) in the event such owner adds additional properties to your contract, TruGreen will be afforded the first opportunity to provide pricing for and services to any such additional properties. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. In the event more than one property is covered by this Agreement, TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that a property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.

7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. No Warranties. Except as expressly set forth in this Agreement TruGreen makes no warranty or representation of any kind expressed or implied, concerning either products used or services performed including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing or on any other basis.

11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, weather event, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and to any permitted successors and assigns.

13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist for details.

16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (MAAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrators award: any such suit may be brought only in Federal District Court for the District or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement this Agreement shall control. No terms conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER



## **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	\$1,000,000 per occurrence
(including coverage for Bodily Injury and Property Damage)	\$ 3,547,658 aggregate
Comprehensive Automobile Liability Insurance	\$1,000,000 per occurrence
(including coverage for Bodily Injury and Property Damage)	\$ 3,547,658 aggregate

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

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

**Proposed Amendment to Section 500.105 – Maintenance of Exterior of Structures and Premises; Maintenance of Abutting Right-of-Way**

Amend Section 500.105(B) by adding a new subsection (4) as follows:

**Section 500.105. Maintenance Of Exterior Of Structures And Premises; Maintenance Of Abutting Right-Of-Way.**

- A. *Property Maintenance.* All existing residential and non-residential structures and all existing premises shall be maintained in accordance with the Property Maintenance Code adopted in Section 500.090 (the "Property Maintenance Code") with the exterior of such structures being maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare as set forth in Chapter 3 of the Property Maintenance Code.
- B. *Right-of-Way Maintenance.* The requirements of the Property Maintenance Code for the Exterior Property and Premises (as defined therein) expressly include and shall extend to the abutting right-of-way of each lot to the back of pavement, and shall additionally require:
1. All property owners, lessees or occupants, and all agents or representatives of such owners, lessees or occupants ("Responsible Persons") shall be obligated and required to maintain, at their own expense, any and all physical objects, including, but not limited to, trees, shrubs, bushes, grass, ground cover, porticos, stoops, awnings, area ways, walls or other landscaping, structures or things of any kind, but excluding utilities (collectively referred to as "encroachments") that exist in or encroach upon the right-of-way ("ROW") adjoining their property or within any sight triangle (including encroachments that interfere with the use of any City street or sidewalk located in the ROW) so that the ROW is kept in a reasonably safe condition for use in the usual modes by day and night and with no obstruction or interference with its use by the City or the public. Responsible Persons shall be solely responsible for any damage or repairs to any encroachments placed in the ROW caused by the City's work in the right-of-way and neither the City nor any of its employees, agents or contractors shall be liable for any damage to any electric pet fence cables, lawn sprinkler lines, sprinkler heads or other encroachments located in the ROW.
  2. Any physical object, including underground items such as electric pet fences, irrigation systems, or drainage piping, that encroach into, upon, over, or under a right-of-way and obstructs or interferes with the use of such right-of-way or makes the use of the right-of-way unsafe shall be deemed a nuisance and any Responsible Persons under Subsection (B)(1) of this Section shall be guilty of an ordinance violation. The City shall have the right to remove such nuisance in accordance with the provisions of the Nuisance Code (Chapter 215) or immediately if in the determination of the City the nuisance causes an unsafe condition in the right-of-way requiring prompt attention.
  3. The requirement to maintain the ROW and remove encroachments (or parts thereof) that obstruct or interfere with or affect the safety of the use of a right-of-way or affect sight distance shall apply regardless of the person responsible for creating, placing, or planting the object that obstructs, interferes with or affects the safety of the use of the right-of-way.
  4. **Driveway Aprons, Approaches, and Culverts.**
    - a. **Any driveway apron, driveway approach, culvert, pipe, or other private improvement or installation located within or crossing the City's right-of-way that serves private property (collectively, "private access improvements") shall be deemed an encroachment as described in Subsection (B)(1) above.**
    - b. **The construction, maintenance, repair, replacement, or removal of any private access**

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improvement shall be the sole responsibility of the abutting property owner or other Responsible Person. The City has no obligation to maintain, repair, replace, or reconstruct any such private access improvement, regardless of whether it was originally installed by the City, the property owner, or a prior owner.

- c. The City shall not be liable for any damage to, or caused by the failure of, any private access improvement located within the right-of-way, including but not limited to damage resulting from street maintenance, snow removal, drainage operations, utility work, or other work in the right-of-way.
  - d. Any private access improvement that becomes unsafe, impedes drainage, or interferes with the public use of the right-of-way may be declared a nuisance under Subsection (B)(2) and Chapter 215 of the City Code. The City may require its removal, repair, or replacement at the property owner's owner or other Responsible Person's expense within a specified timeframe.
  - e. The City may remove, modify, or replace a private access improvement as necessary to maintain public infrastructure, right-of-way, or drainage facilities. When such work occurs in conjunction with a City project, the City will endeavor, where reasonably practicable, to restore affected private access improvements to a condition reasonably comparable to that which existed immediately prior to the project. This does not create any ongoing obligation or liability for the City to maintain, replace, or reconstruct such improvements thereafter.
  - f. Installation or modification of any private access improvement requires a City-issued permit and must comply with all applicable City construction standards, including requirements for materials, slope, drainage, and dimensions.
- C. Enforcement; Violation and Penalties. Failure to comply with this Section is a violation of the Property Maintenance Code and subject to the abatement provisions of the Property Maintenance Code, as well as the penalty provision in Section 500.180, and is declared to be a nuisance pursuant to Chapter 215 and subject to the abatement and penalty provisions thereof.

## Chapter 500. Building Regulations and Code Adoptions

### Article VII. Property Maintenance Code

#### Section 500.105. Maintenance Of Exterior Of Structures And Premises; Maintenance Of Abutting Right-Of-Way.

[Ord. No. 23-04, 3-1-2023]

- A. **Property Maintenance.** All existing residential and non-residential structures and all existing premises shall be maintained in accordance with the Property Maintenance Code adopted in Section **500.090** (the "Property Maintenance Code") with the exterior of such structures being maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare as set forth in Chapter 3 of the Property Maintenance Code.
- B. **Right-Of-Way Maintenance.** The requirements of the Property Maintenance Code for the Exterior Property and Premises (as defined therein) expressly include and shall extend to the abutting right-of-way of each lot to the back of pavement, and shall additionally require:
  - 1. All property owners, lessees or occupants, and all agents or representatives of such owners, lessees or occupants ("Responsible Persons") shall be obligated and required to maintain, at their own expense, any and all physical objects, including, but not limited to, trees, shrubs, bushes, grass, ground cover, porticos, stoops, awnings, area ways, walls or other landscaping, structures or things of any kind, but excluding utilities (collectively referred to as "encroachments") that exist in or encroach upon the right-of-way ("ROW") adjoining their property or within any sight triangle (including encroachments that interfere with the use of any City street or sidewalk located in the ROW) so that the ROW is kept in a reasonably safe condition for use in the usual modes by day and night and with no obstruction or interference with its use by the City or the public. Responsible Persons shall be solely responsible for any damage or repairs to any encroachments placed in the ROW caused by the City's work in the right-of-way and neither the City nor any of its employees, agents or contractors shall be liable for any damage to any electric pet fence cables, lawn sprinkler lines, sprinkler heads or other encroachments located in the ROW.
  - 2. Any physical object, including underground items such as electric pet fences, irrigation systems, or drainage piping, that encroach into, upon, over, or under a right-of-way and obstructs or interferes with the use of such right-of-way or makes the use of the right-of-way unsafe shall be deemed a nuisance and any Responsible Persons under Subsection **(B)(1)** of this Section shall be guilty of an ordinance violation. The City shall have the right to remove such nuisance in accordance with the provisions of the Nuisance Code(Chapter **215**) or immediately if in the determination of the City the nuisance causes an unsafe condition in the right-of-way requiring prompt attention.
  - 3. The requirement to maintain the ROW and remove encroachments ( or parts thereof) that obstruct or interfere with or affect the safety of the use of a right-of-way or affect sight distance shall apply regardless of the person responsible for creating, placing, or planting the object that obstructs, interferes with or affects the safety of the use of the right-of-way.

- C. Enforcement; Violation And Penalties. Failure to comply with this Section is a violation of the Property Maintenance Code and subject to the abatement provisions of the Property Maintenance Code, as well as the penalty provision in Section **500.180**, and is declared to be a nuisance pursuant to Chapter **215** and subject to the abatement and penalty provisions thereof.

## Public Works Supervisor Report

City of Twin Oaks, Board of Aldermen

January 21st 2026

### **Public Works/ Maintenance Up**

- TruGreen Contract- Trugreen will take over lawn care, I would like to keep Davey on fertilizing the intersection trees
- Took down all Christmas decorations and organized in Bellhouse
- Been cutting back all grasses and limb clean up around park. Filled dumpsters each week
- New Windows installed at Bellhouse waiting for the siding this week, painted around the trim for the new windows
- Goats are expected to be in the park in May. There should be more vegetation to eat then.
- Replaced stone around inlet at entrance of park
- I have been working on the Radarsigns and puling the data from them. It is a new system and we are working out kinks in the new system.

### **Upcoming Projects**

- Project around small pavilion. Looking for design ideas and quotes for plants around this area. Quote from Site One for \$2000 for all new plants/ bushes / shrubs/ trees
- Planning on two Weeping Redbuds for Arbor day on each side of the playground pavilion

## **Administrative Updates**

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- Website is very close to launch - will soft launch at [www.cityoftwinoaks.gov](http://www.cityoftwinoaks.gov) domain
- Residents/users will create an account - will send out several notifications to our existing email list
- Paula working with General Code to get our meeting minutes archive in eCode up-to-date
- Paula is also gathering files past retention period for destruction - will have a list to present at a future meeting

## **Project Status**

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### **Park Access Pedestrian Improvement Project (park grant)**

- BFA working on preliminary plans - will be presented to the board for review when complete
- Mo American Water contract out this week to investigate a water main location

### **Park Lighting Upgrade Project**

- Pole covers from the manufacturer were installed
- Awaiting update from Voss regarding installation of the wifi module

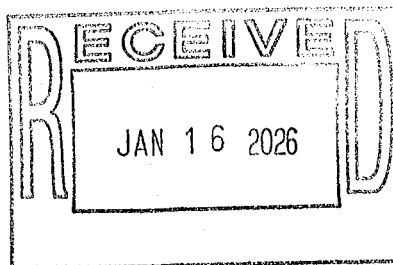
### **Meramec Station Sidewalk Connector (TAP Grant)**

- RFQ for engineering services (in Dropbox) will be published to MoDOT's website today, January 21st.
- Deadline to receive letters of interest is February 27th
- Review/vetting period March (All submitting contractors must be on MoDOTs pre-qualified list)
- Presented to the board for selection on April 1st

Michelle Hayden  
1333 Boly Lane  
Twin Oaks, MO 63021  
meshayden@gmail.com  
636-575-4236

January 12th, 2026

City of Twin Oaks  
Board of Aldermen  
1381 Big Bend Road  
Twin Oaks, MO 63021



Dear Members of the Board,

Greetings! I am writing as a current resident of Twin Oaks to respectfully request your consideration in revisiting our local ordinance prohibiting the keeping of backyard chickens within city limits. I have lived in Twin Oaks since 2011 at 1333 Boly Lane.

As you may be aware, the price of groceries has greatly fluctuated over the past five years, especially the price of eggs. As economic uncertainties continue to affect households across the nation, many communities—including nearby Valley Park and the City of St. Louis—have embraced backyard poultry as a practical, sustainable way to promote food security. With a small flock of 4-6 hens, residents can benefit from a steady supply of fresh eggs, while also fostering a more self-sufficient lifestyle.

Backyard hens are quiet, clean, and low-impact animals when properly cared for, and many municipalities in Missouri have successfully implemented strict guidelines to ensure the well-being of both the animals and the surrounding community. For example, I understand in some city areas that no roosters would be allowed and the number of hens would be limited. A certain amount of property could also be required, and no free ranging of chickens is allowed, but instead have a well-kept coop and run system. I think these are fair guidelines for care of chickens in an urban setting. Models such as these could provide a useful framework for Twin Oaks to adopt similar allowances, while also maintaining our beautiful city's standards for safety and neighborhood comity. I have attached the ordinances of St. Louis and Valley Park as examples\*.

With appropriate guidelines in place, Twin Oaks could join the growing number of cities that support sustainable practices at the local level while still preserving the peace and charm of our neighborhoods. Our area is remarkable for our close-knit community, and that is one of my favorite things about Twin Oaks.

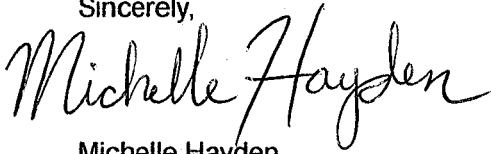
I've spoken with my immediate neighbor next to me, Janet Herbold, who has verbally expressed support for the idea and she has no objection to a small, well-kept flock next door to her. My 10



year old daughter would greatly thank you as well! It would be an amazing experience for her. I deeply appreciate your consideration of this matter.

Thank you for your time and your service to our city.

Sincerely,



Michelle Hayden  
meshayden@gmail.com  
1333 Boly Lane  
Twin Oaks, MO 63021

#### **\*Examples and References**

**City of St. Louis Ordinance 70608**, effective 8/26/2017, allows for one fowl is permitted for every 4 square feet of indoor enclosure space and every 10 square feet of outdoor enclosure area provided to the animal, to a maximum of eight fowl per parcel. No one shall raise or keep more than eight small farm animals within the City, unless a person owns at least 20,000 square feet of contiguous land, lives within one quarter mile from the property, and obtains a small farm animal permit by the Health Commissioner. Chickens must be provided with a covered, predator-proof coop or cage or other shelter that is thoroughly ventilated, designed to be easily accessed and cleaned, and of sufficient size, as determined by the Health Commissioner to permit free movement of the animals. A minimum of two square feet per animal of space inside such a structure is required.

#### **Valley Park, MO Ordinance # 205.030**

The keeping of chickens shall be allowed on all detached single-family lots under the following conditions, restrictions, and regulations:

1. Permits And Fees. Upon application submitted with a ten dollar (\$10.00) application fee per household, the City may issue a permit if, after inspection, it is shown that the location and facilities provided comply with all regulations as set forth in this Section.
2. Chickens Allowable.
  - a. No chickens shall be allowed in multi-family complexes, including condominiums, apartments, and duplexes.
  - b. No roosters shall be allowed.
3. Enclosure/Containment Requirements.
  - a. Chickens are not permitted to run at large.
  - b. Chickens may not be kept inside the habitable areas of the dwelling.
  - c. A coop with a roof must be provided with a minimum square footage of three (3) square feet per bird. Design and construction of coop is to be reviewed and approved by the City. An outdoor pen must be provided.

- d. A pen must not be located indoors, including in a garage, basement, cellar, or accessory structure. It may not be located in the front yard.
- e. An outdoor coop used exclusively for chickens will not count towards the maximum number of accessory structures allowed.

**Missouri Law HB 2062**, passed by the Missouri General Assembly and signed by Governor Parson, now allows homeowners with at least 2/10ths of an acre to keep up to six chickens, regardless of HOA rules or deed restrictions. This law goes into effect on August 28, 2024, and prevents HOAs from prohibiting or restricting the ownership or pasturing of chickens on lots of this size, including a single chicken coop designed for up to six chickens.

*SB 985 - This act provides that no deed restrictions, covenants, or similar binding agreements running with the land shall prohibit or have the effect of prohibiting ownership or pasturing of up to 6 chickens on a lot that is 2/10ths of an acre or larger, including prohibitions against a single chicken coop designed to accommodate up to 6 chickens.*

*A homeowner's association, as defined by law, may adopt reasonable rules, subject to applicable statutes or ordinances, regarding ownership or pasturing of chickens, including a prohibition or restriction on roosters.*

*This act is identical to provisions in the truly agreed to and finally passed SS/HB 2062 (2024), and similar to HB 1514 (2024), provisions in HCS/HB 2206 (2024), and SB 400 (2023). ERIC VANDER WEERD*