

**CITY OF TWIN OAKS
BOARD OF ALDERMEN MEETING
TWIN OAKS TOWN HALL
1381 BIG BEND ROAD
WEDNESDAY, FEBRUARY 18, 2026, 6:30 p.m.**

Tentative Agenda

The tentative agenda of the regular meeting of Twin Oaks Board of Aldermen includes:

- 1) REGULAR MEETING CALLED TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) CITIZEN COMMENTS
(Remarks shall be limited to three (3) minutes on any one subject unless time is extended by the Board)
- 6) PROJECT UPDATE
 - a) Representatives from Voss Lighting re: Park Lighting Upgrades Phase 2
- 7) APPROVAL OF CONSENT AGENDA
 - a) Board of Aldermen Regular Meeting Minutes from February 4, 2025
 - b) Bills List from January 31, 2026, to February 13, 2026
 - c) Credit Card Statement for January 2026
- 8) REPORT OF COMMITTEES/COMMISSIONS/CONTRACTORS
 - a) Financial Report - Dave Watson
- 9) OLD BUSINESS
- 10) NEW BUSINESS
 - a) RESOLUTION NO. 2026-03: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVEING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JUST US GOATS LLC.
 - b) RESOLUTION NO 2016-04: A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AN AGREEMENT WITH LAKE MANAGEMENT SERVICES, INC. FOR PREVENTATIVE WEED CONTROL SERVICES IN TWIN OAKS PARK
- 11) DISCUSSION ITEMS
 - a) Potential changes to Section 205 regarding backyard chicken keeping
- 12) ATTORNEY'S REPORT

13) PUBLIC WORKS REPORT

a) Jake Kemper, Public Works Supervisor

14) CITY ADMINISTRATOR'S REPORT

15) MAYOR AND ALDERMEN COMMENTS

16) FINAL CITIZEN COMMENTS

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

17) ADJOURNMENT

April Milne

City Administrator/Clerk

POSTED: February 16, 2026, 10 a.m.

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

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS CITY HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, FEBRUARY 04, 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:

- Paula Dries, Assistant 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 Crawford
Seconded by: Alderman Krewson
Vote: Motion approved by a unanimous vote.

CITIZEN COMMENTS

Twin Oaks resident Paul Brockman commended the new city website and suggested possible improvements. He also raised general concerns regarding homeowner protections, contractor responsibilities, and clarity within certain ordinance definitions. In addition, he encouraged the city to continue reviewing policies, communication, and potential operational improvements.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of the Regular Meeting Minutes from January 21, 2026, and the Bills List from January 17, 2026, to January 30, 2026.

- **Motion:** To approve the consent agenda.

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

REPORT OF COMMITTEES/COMMISSION/CONTRACTORS

Police Report: Officer John Wehner summarized the police activity for the month of January, including radio calls, written reports, traffic stops, crimes and auto accidents.

OLD BUSINESS

No Old Business.

NEW BUSINESS

Bill No. 26-02: An Ordinance Amending Section 500.105 of the Twin Oaks Municipal Code Pertaining to Maintenance of Abutting Right-of-Way.

Assistant City Clerk Paula Dries read Bill No. 26-02. Discussion followed, focusing on clarifying terminology and the need for clearer language within the ordinance. Minor typographical corrections were also made, including the removal of duplicate wording and the correction of a subsection reference. Staff noted that contractor agreements typically address property damage and are committed to reviewing all contracts to ensure appropriate protections. Assistant City Clerk Dries then read Bill No. 26-02 for a second time.

- **Motion:** to approve Bill No. 26-02 as amended.

Moved by: Alderman Stoeckl

Seconded by: Alderman Crawford

Vote: Alderman Eisenhauer-yes

Alderman Krewson-yes

Alderman Crawford-yes

Alderman Stoeckl-yes

Mayor Fortune stated that Bill No. 26-02 being duly passed become Ordinance No. 26-02.

Bill No. 26-03: An Ordinance of the City of Twin Oaks Approving a Contract with St. Louis County, Missouri for Vector Control Services and Authorizing the Mayor to Execute a Contract with St. Louis County, Missouri for those Services.

Assistant City Clerk Dries read Bill No. 26-03. The Board considered renewal of the contract with St. Louis County for annual vector (mosquito) control services. Discussion noted that spraying typically occurs during early morning hours to minimize impact on residents. Concerns were raised about the effectiveness of coverage in more wooded or remote areas, as spraying is limited to street access. Questions were also raised about whether the county provides notification or confirmation when spraying occurs. Assistant City Clerk Dries then read Bill No. 26-03 a second time.

- **Motion:** to approve Bill No. 26-03.

Moved by: Alderman Crawford
Seconded by: Alderman Krewson
Vote: Alderman Eisenhower-yes
Alderman Krewson-yes
Alderman Crawford-yes
Alderman Stoeckl-yes

Mayor Fortune stated that Bill No. 26-03 being duly passed become Ordinance No. 26-03.

DISCUSSION ITEMS

No Discussion Items

ATTORNEY'S REPORT

City Attorney Paul Rost reported on several legislative proposals at the state level that could impact municipalities. He noted potential measures that would require cities to bear the cost of relocating utilities from the right of way and eliminate the ability to charge utilities for right-of-way use, which could significantly increase project expenses. He also discussed the possibility of retroactive application of such laws, as well as ongoing proposals to eliminate the state income tax and adjust sales taxes, including potential changes to the tax on food. Overall, he expressed concern about the potential financial impact on cities.

ADMINISTRATOR/CLERK REPORT

Administrator/Clerk April Milne: Assistant City Clerk Dries presented Administrator/Clerk April Milne's report, highlighting major updates.

The recent snow event was one of the most significant in years, with effective coordination between city leadership, Public Works, and contractors. Strategic salt use and resident cooperation improved plowing efficiency.

Spring Cleanup is scheduled for late March with dumpsters provided.

The new city website has launched, featuring event registration, facility booking and a 311 map-based reporting system.

Milne has enrolled in the Municipal Governance Institute.

Phase II of the park lighting project is delayed, with updates expected at the February 18, 2026 meeting.

Several firms have expressed interest in the Meramec sidewalk TAP grant project RFQ.

MAYOR AND ALDERMEN COMMENTS

Alderman Eisenhower commented on the recent snow event, noting that residents staying home and moving their vehicles off the streets greatly assisted with snow removal and allowed crews to clear areas more quickly.

Alderman Krewson requested that Thin Ice Warning signs be made more prominent and that additional signs be installed, noting that he observed children on the ice while in the park. He also mentioned that the city’s newest restaurant, Wing Snob, has opened, highlighting its variety of menu options, including wings, sandwiches and tenders.

FINAL CITIZEN COMMENTS

No Citizen Comments.

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 Eisenhower

Vote: Motion approved by a unanimous vote.

The regular meeting was adjourned at 7:20 p.m.

Drafted By: _____
Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

April Milne
City Administrator/Clerk

Russ Fortune,
Mayor, Board of Aldermen

Credit Card List
January 01 to January 31, 2026

| Date | Name | Memo/Description | Amount |
|------------|-----------------------------|---|------------|
| 1/9/2026 | Vevor Pro | decorative grasses for intersection planters | \$229.29 |
| 1/8/2026 | MML | training academy tuition | \$50.00 |
| 1/22/2026 | MML | Municipal Governance Institute-April | \$157.50 |
| 1/1/2026 | Quickbooks | Monthly Fee-reaccurring fee for accounting program | \$115.00 |
| 1/8/2026 | Mail Chimp | monthly charge for services | \$13.00 |
| 1/5/2026 | Zoom | zoom workplace Pro Monthly | \$16.99 |
| 1/12/2026 | Adobe | monthly charges for Adobe | \$12.99 |
| 1/6/2026 | Sam's Club | annual mimbbership renewal | \$110.00 |
| 1/5/2026 | National Notary Association | Notary renewal | \$254.00 |
| 1/6/2026 | Sam's Club | kitchen restock | \$219.00 |
| 1/9/2026 | Amazon | office supplies | \$14.33 |
| 1/9/2026 | Mutt Mitt | waste mitt bags for the park | \$1,079.89 |
| 1/14/2026 | Arbor Day Foundation | Arbor Day Foundation Donation | \$30.86 |
| 1/15/2026 | Fish Window Cleaning | window cleaning on 1-15-26 | \$200.00 |
| 1/16/2026 | Sam's Club | kitchen restock | \$92.66 |
| 12/30/2025 | Mernards | broom, glass cleaner | \$13.75 |
| 12/31/2025 | Valley Park Elevator | Koi Food | \$44.00 |
| 1/9/2026 | Menards | misc. items for storage, repair and replacement | \$224.21 |
| 1/13/2026 | at home | silk flowers for intersection | \$269.82 |
| 1/13/2026 | Harbor Freight | cutter with grip | \$17.42 |
| 1/13/2026 | The Home Depot | Paint, caulk and misc. items for the Bell House-50 Crescent | \$80.17 |
| 1/13/2026 | The Home Depot | steel stake | \$29.60 |
| 1/15/2026 | The Home Depot | paint and supplies for Bell House front door | \$70.41 |
| 1/16/2026 | Rocket | fuel for truck | \$54.60 |
| 1/20/2026 | Radar Sign | radar sign refresh | \$2,190.00 |
| 1/23/2026 | The Home Depot | blinds for the Bell House | \$311.86 |
| 1/27/2026 | Westlake Ace Hardward | various replacement bits | \$81.97 |
| 1/28/2026 | Westlake Ace Hardward | brushes and calk | \$14.48 |
| | Credit | credit | -\$129.29 |
| | | | \$5,868.51 |
| | | | |
| | | | |
| | | Alderman | |
| | | | |
| | | Alderman | |
| | | | |



FINANCIAL REPORT

FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2025

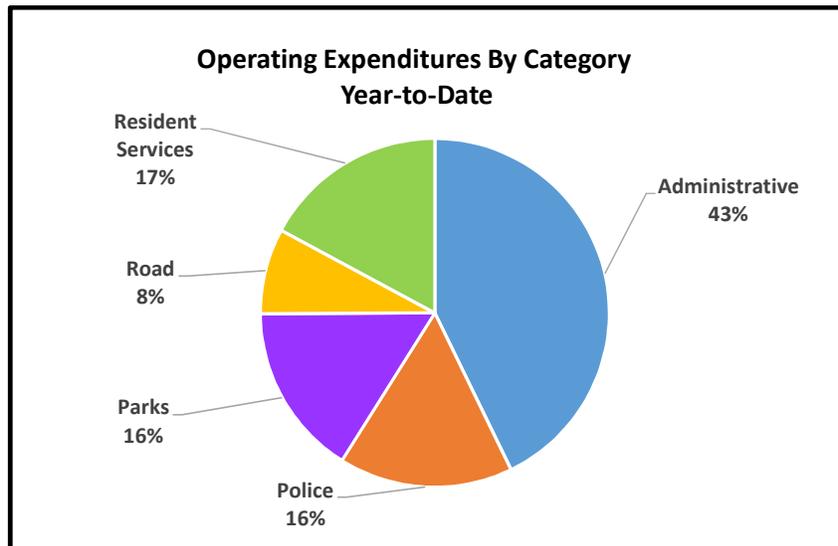
**CITY OF TWIN OAKS
COMBINED BALANCE SHEET
December 31, 2025**

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

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

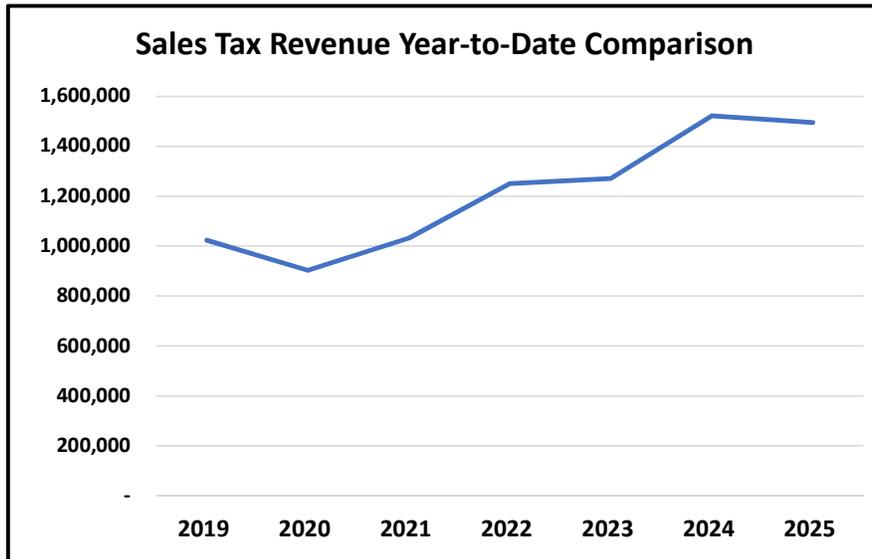
| | <u>Sewer</u> | <u>Cap Impr</u> | <u>Road</u> | <u>Park & Stormwater</u> | <u>General</u> | <u>Total-All Funds</u> | | <u>Percent Change</u> | <u>Percent Budget</u> |
|--|---------------|------------------|-----------------|----------------------------------|------------------|------------------------|------------------|---------------------------|---------------------------|
| | | | | | | <u>2025</u> | <u>2024</u> | | |
| REVENUES | | | | | | | | | |
| 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% |
| Total | 3,879 | 355,123 | 46,880 | 421,722 | 981,304 | 1,808,907 | 1,881,376 | -3.9% | 108.0% |
| EXPENDITURES | | | | | | | | | |
| 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% |
| Total | - | 167,464 | 520,812 | 425,649 | 679,126 | 1,793,051 | 1,482,284 | 21.0% | 95.2% |
| Excess (deficiency) of revenues over (under) expenditures | 3,878 | 187,659 | (473,932) | (3,927) | 302,178 | 15,856 | | | |
| Other Sources (Uses) | | | | | | | | | |
| Transfers In | | 85,700 | 385,000 | | | 470,700 | | | |
| Transfers (Out) | - | (385,000) | | - | (85,700) | (470,700) | | | |
| Change in Fund Balance | 3,878 | (111,641) | (88,932) | (3,927) | 216,478 | 15,856 | | | |
| Fund Balance 1/1/2025 | 52,433 | 558,512 | 91,029 | 551,907 | 1,207,594 | 2,461,475 | | | |
| Fund Balance 12/31/2025 | 56,311 | 446,871 | 2,097 | 547,980 | 1,424,072 | 2,477,331 | | | |

*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> | Budget 2025 |
|--|------------------|----------------|------------------|------------------|------------------|------------------|------------------|------------------------|
| 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 |
| TOTAL GENERAL FUND | 486,113 | 423,632 | 481,433 | 610,302 | 620,668 | 748,648 | 722,972 | 675,000 |
| Stormwater/Parks Sales Tax 1/2 cent | 290,573 | 254,988 | 301,410 | 345,567 | 351,382 | 417,974 | 417,792 | 380,000 |
| Cap Impr Sales Tax (.50%) | 246,985 | 224,340 | 248,598 | 293,752 | 298,655 | 355,278 | 355,123 | 305,000 |
| TOTAL-ALL FUNDS | 1,023,671 | 902,960 | 1,031,441 | 1,249,621 | 1,270,705 | 1,521,900 | 1,495,887 | 1,360,000 |
| | 15.10% | -11.79% | 14.23% | 21.15% | 1.69% | 19.77% | -1.71% | 111.90% |



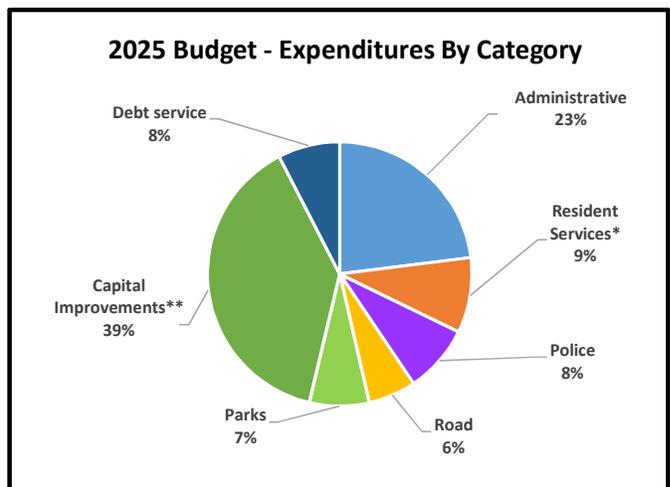
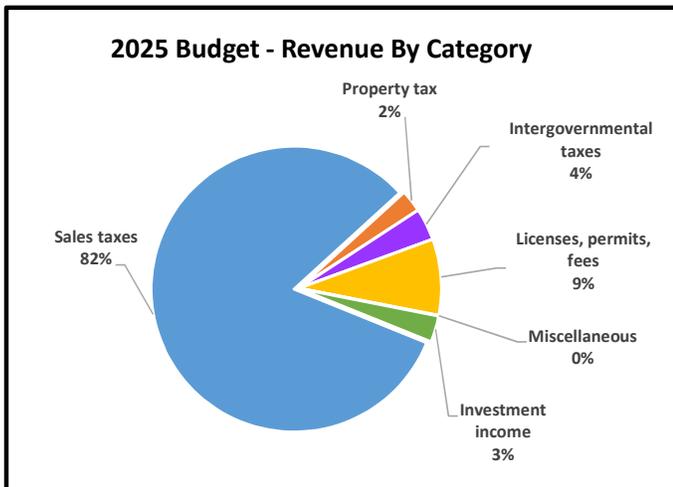
CITY OF TWIN OAKS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET - FISCAL YEAR 2025

| | | | | | | BUDGET | ACTUAL | Percent |
|---|------------------|-------------------|---------------------|--------------------|---------------------|---------------------|------------------|---------------|
| | Sewer | Cap Imprv | Road | Parks & Stormwater | General | 2025 | 12/31/2025 | Budget |
| REVENUES | | | | | | | | |
| 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% |
| Total | 5,000 | 320,000 | 45,000 | 383,200 | 921,200 | 1,674,400 | 1,808,907 | 108.0% |
| EXPENDITURES | | | | | | | | |
| 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% |
| Total | 5,000 | 222,801 | 532,300 | 452,050 | 671,125 | 1,883,276 | 1,793,051 | 95.2% |
| Excess (deficiency) of revenues over (under) expenditures | - | 97,199 | (487,300) | (68,850) | 250,075 | (208,876) | | |
| Other Sources (Uses) | | | | | | | | |
| Transfers In | - | 85,700 | 275,800 | - | - | 361,500 | | |
| Transfers (Out) | - | (275,800) | - | - | (85,700) | (361,500) | | |
| Change in Fund Balance | - | (92,901) | (211,500) | (68,850) | 164,375 | (208,876) | | |
| Fund Balance 1/1/2025 | 52,433 | 558,512 | 91,029 | 551,907 | 1,207,594 | 2,461,474 | | |
| Fund Balance 12/31/2025 | \$ 52,433 | \$ 465,611 | \$ (120,471) | \$ 483,057 | \$ 1,371,969 | \$ 2,252,598 | | |

*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)



A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JUST US GOATS LLC.

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter an agreement on behalf of the City of Twin Oaks with Just Us Goats LLC (“Contractor”) for removal of noxious weeds, brush, and invasive plant species through targeted, managed goat grazing as set forth in the agreement attached hereto as Exhibit 1 and incorporated herein by reference. Such agreement shall be in substantially the form of the contract, marked “Exhibit 1” attached hereto and incorporated herein by reference.

Section 2. Contractor shall also abide by Section 208.009 RSMo., that requires all applicants at the time of application for any contract provided by a local government to 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” which affirmative proof may 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 RSMo.

Section 3. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.

THIS RESOLUTION WAS PASSED AND APPROVED THE 18th DAY OF FEBRUARY 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

THIS AGREEMENT made and effective as of _____, 2026, by and between the City of Twin Oaks, Missouri, a municipal corporation hereinafter referred to as the “City,” and Just Us Goats LLC, a Missouri limited liability company, hereinafter referred to as “Contractor,” with a business mailing address of 616 Bell Ave, St. Louis, MO 63119.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference (the “Proposal”), for certain services relating to removal of noxious weeds, brush, and invasive plant species through targeted, managed goat grazing (hereinafter referred to as the “Services”) 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 Services to the City in an approximately .25-acre area of Twin Oaks Park identified as the “Targeted Grazing Area” in **Exhibit B**.

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

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 Agreement and General Conditions (attached hereto and incorporated herein by reference) and the Proposal, this Agreement and its General Conditions shall prevail.

II. SAFETY

The Contractor agrees that **it will be the responsibility of the Contractor** to provide all necessary control and safety barriers and signage to manage the prescribed grazing (“Grazing Management”). All labor, equipment, and material necessary to accomplish this task shall be considered incidental costs to Contractor.

Any injury to person or property due to the Contractor’s failure to adequately provide Grazing Management—including, but not limited to, injury to the public, injury to the Contractor’s or the City’s employees, or damage to personal property of third parties or the City—will be the sole responsibility of the Contractor and Contractor expressly holds City harmless and agrees to indemnify the City as set forth in the City’s General Conditions which are attached and incorporated herein by reference. The Contractor’s failure to adequately provide Grazing Management shall be a material breach of this Contract.

III. COMPENSATION

The City hereby agrees to pay the Contractor a flat rate of \$1,250.00 for the Services, as full compensation after the complete and satisfactory performance of the Services.

IV. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate 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 the Proposal.

V. SCHEDULE

Time is of the essence. The Services to be performed under the Contract shall be commenced on _____, 2026, and shall be completed in a reasonable manner.

VI. COUNTERPARTS

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

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

Just Us Goats (JUGS) LLC

City of Twin Oaks

By _____

By _____

Mayor

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

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

Independent Contractor. The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the 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 otherwise may be provided in the Agreement or the City. 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 all changes in the Services without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Services. No Services or change shall be undertaken or compensated for without prior written authorization from the City.

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

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

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

Correction Period. Contractor hereby expressly guarantees the aforesaid Services as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the City specifications or contract. The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Services will be of good quality, free from faults and defects and in conformance with the Contract. The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Services a 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**

From: **JustUsGoats** <justusgoats1@gmail.com>
Date: Mon, Nov 17, 2025 at 3:09 PM
Subject: Re: Goats at Twin Oaks Park.
To: Jake Kemper <jkemper@cityoftwinoaks.com>

My proposal for Twin Oaks park is for the center area \$1250.00 ivan in formal contract proposal if price is excepted.
\$1000.00 for goats grazing
\$250. 00 fence preparation

Thank you



Just Us Goats (JUGS)
Natural Landscape Clearing Service
"Helping You See More Clearly"
Cell: 314-503-9064
Serving The St Louis Metropolitan Area

Exhibit B
Targeted Grazing Area





RESOLUTION NO. 2026-04

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT WITH LAKE MANAGEMENT
SERVICES, INC. FOR PREVENTATIVE WEED CONTROL SERVICES
IN TWIN OAKS PARK.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of Twin Oaks with Lake Management Services, Inc. for preventative weed control services for the lakes in Twin Oaks Park to be provided under the terms set forth in Exhibit 1.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 18th DAY OF FEBRUARY 2026,
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

Paula Dries, Assistant City Clerk

Exhibit 1
Proposed Contract with Lake Management Services, Inc.

City of Twin Oaks, Missouri
SERVICES CONTRACT

THIS AGREEMENT, made and effective as of February ____, 2026, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Lake Management Services, Inc.**, a Missouri corporation hereinafter referred to as "Contractor";

WHEREAS, the City wishes to engage the Contractor as provider of preventative weed control services to the City, in accordance with the terms of this Agreement;

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

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Project of the City: *2026 Pond Treatments at #1 Twin Oaks Ct.*

Except as expressly specified herein, Contractor hereby agrees to provide all of the 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 services which are generally described as monthly spraying, for the period of April - September 2026, of aquatic herbicides, algaecides, and lake colorant to control aquatic weeds and algae at the pond located at #1 Twin Oaks Ct., as more specifically described in the proposal dated February 10, 2026, attached hereto and incorporated herein as **Exhibit A**.

The Services shall be provided by the Contractor in accordance with all the provisions of the Contract and the attached **City of Twin Oaks General Conditions** which are incorporated herein by reference.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

such amount as is set forth in Article III of this Agreement.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

[inapplicable if left blank]

III. TIME AND MANNER OF PAYMENTS

Contractor will either submit an invoice to the City monthly after the completion of each individual weed prevention application or submit one invoice to the City after the completion of all applications for the April – September 2026 service period. The City shall remit payment for the Services within 30 days of being invoiced by Contractor, at a total contract price not to exceed \$3,540.00, for eight (8) total applications.

IV. CONTRACT SCHEDULE

Time is of the essence.

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

LAKE MANAGEMENT SERVICES, INC.

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

ATTEST: _____

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 Work will be new unless otherwise specified, and that all Services will be of good quality, free from faults and defects and in conformance with the Contract. The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Services as set forth herein, nor are they limited by any other remedies provided in the Contract.

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

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

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

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

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

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

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

Job 2 Apply Lake Colorant to Inhibit Weed Growth and/or For Aesthetics

*****This job will only be done in conjunction with Job 1**

It is highly recommended that a lake colorant be applied in conjunction with algacide applications especially if your pond has clear water with 3 foot visibility or more. Shading the water prevents sunlight from penetrating into deep water, inhibiting bottom growing algae.

Note: The first application in the spring will be the largest amount of dye. The amounts used in follow-up applications depend on how much it rains. The estimations are based on a normal year with regards to precipitation.

Applied Charge: \$ 68 per gallon
Estimated Annual Cost: \$ 340 (5 gallons)

Acceptance of Job 2 _____ Date _____

.....
Please note: A signed contract is imperative for proper billing. Without a signed contract prices can increase without notice to the customer.

| TERMS | FOB | ESTIMATED PERFORMANCE DATE |
|-------------------------------------|------------|--|
| 50% Down on aerators and fountains. | Job site | As described by contract, or 2 – 3 weeks |
| Net 30 days on balance. | | After order is received. |

The preceding quotes are good for six months from date on this bid, or in the case of a signed bid, for the calendar year described.

A 1.5 % Monthly Finance Charge is Added to Balances 30 Days Past Due

City of Twin Oaks, Missouri
SERVICES CONTRACT

THIS AGREEMENT, made and effective as of February ____, 2026, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the “City,” and **Lake Management Services, Inc.**, a Missouri corporation hereinafter referred to as “Contractor”;

WHEREAS, the City wishes to engage the Contractor as provider of preventative weed control services to the City, in accordance with the terms of this Agreement;

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

I. SCOPE OF SERVICES

Contractor’s services are necessary for the following Project of the City: *2026 Pond Treatments at #1 Twin Oaks Ct.*

Except as expressly specified herein, Contractor hereby agrees to provide all of the 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 services which are generally described as monthly spraying, for the period of April – September 2026, of aquatic herbicides, algacides, and lake colorant to control aquatic weeds and algae at the pond located at #1 Twin Oaks Ct., as more specifically described in the proposal dated February 10, 2026, attached hereto and incorporated herein as **Exhibit A**.

The Services shall be provided by the Contractor in accordance with all the provisions of the Contract and the attached **City of Twin Oaks General Conditions** which are incorporated herein by reference.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

such amount as is set forth in Article III of this Agreement.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

[inapplicable if left blank]

III. TIME AND MANNER OF PAYMENTS

Contractor will either submit an invoice to the City monthly after the completion of each individual weed prevention application or submit one invoice to the City after the completion of all applications for the April – September 2026 service period. The City shall remit payment for the Services within 30 days of being invoiced by Contractor, at a total contract price not to exceed \$3,540.00, for eight (8) total applications.

IV. CONTRACT SCHEDULE

Time is of the essence.

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

LAKE MANAGEMENT SERVICES, INC.

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

ATTEST: _____

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 Work will be new unless otherwise specified, and that all Services will be of good quality, free from faults and defects and in conformance with the Contract. The Contractor's general warranty and any additional or special warranties are not limited by the Contractor's obligations to specifically correct defective or nonconforming Services as set forth herein, nor are they limited by any other remedies provided in the Contract.

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

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

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

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

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

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

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

EXHIBIT A – Proposal

**LAKE MANAGEMENT SERVICES, INC.
BID & CONTRACT FOR 2026**

11424 Ballard Place, Marthasville, MO 63357
Office (636) 673-1296

.....
WE ARE PLEASED TO SUBMIT THE FOLLOWING BIDS FOR 2026 TO:

City of Twin Oaks

Date: February 10, 2026

.....
**NOTE: TO ACCEPT A JOB PLEASE SIGN, DATE AND RETURN A COPY. TO DECLINE A JOB
PLACE AN X THROUGH JOB DESCRIPTION. A SIGNED CONTRACT IS NECESSARY
BEFORE ANY JOBS CAN PROCEED.**
.....

Job 1 Monthly Weed and Algae Control Program for Spot and Marginal Shoreline Treatment

This job will consist of applying EPA registered aquatic herbicides to control most aquatic weeds, and EPA registered algaecides to control filamentous, plankton, Chara, and also resistant pithophora algae. It does *not* include control of duckweed or watermeal. Your lake will be inspected every 3 to 4 weeks from April through September.

Note: The following bid is offered as a range because there is no way of knowing how wide spread the plant infestation will be, how much herbicide will be needed during any given application, or how much time will be needed to spray, until we actually arrive to treat the pond.

Cost: \$310 - \$400 per application

Estimated Annual Cost Based on 8 Applications: \$2,480 - \$3,200

Acceptance of Job 1 _____ Date _____

Job 2 Apply Lake Colorant to Inhibit Weed Growth and/or For Aesthetics

*****This job will only be done in conjunction with Job 1**

It is highly recommended that a lake colorant be applied in conjunction with algaecide applications especially if your pond has clear water with 3 foot visibility or more. Shading the water prevents sunlight from penetrating into deep water, inhibiting bottom growing algae.

Note: The first application in the spring will be the largest amount of dye. The amounts used in follow-up applications depend on how much it rains. The estimations are based on a normal year with regards to precipitation.

Applied Charge: \$ 68 per gallon
Estimated Annual Cost: \$ 340 (5 gallons)

Acceptance of Job 2 _____ Date _____

.....
Please note: A signed contract is imperative for proper billing. Without a signed contract prices can increase without notice to the customer.

| TERMS | FOB | ESTIMATED PERFORMANCE DATE |
|--|------------|--|
| 50% Down on aerators and fountains. Net 30 days on balance. | Job site | As described by contract, or 2 – 3 weeks After order is received. |

The preceding quotes are good for six months from date on this bid, or in the case of a signed bid, for the calendar year described.

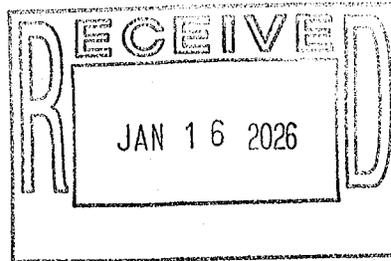
A 1.5 % Monthly Finance Charge is Added to Balances 30 Days Past Due

Exhibit B
N/A

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

Public Works Supervisor Report
City of Twin Oaks, Board of Aldermen

February 18th 2026

Public Works/ Maintenance Update

- Maintenance updates at city hall. Painted repaired ceiling from storm. Patched and painted the break room and conference room.
- Yard cleanup at city hall. Along Big Bend fence
- Took down large honeysuckle along 141 ramp, continuously filing tree debris bin weekly.
- Added radar sign to Meramec station Road
- Ordered new batteries for the radar signs.
- Painted front and back doors at bell house, replaced locks and added 50 to the front door.
- Bell House has all new siding and looks great!

Upcoming Projects

- Take up Volleyball court
- Took pictures and measured new plants within the park. Working with multiple local vendors for the plants/ bushes/trees
- Met with St Louis Gate Co. about new gate at entrance to park.

City Administrator's Report
City of Twin Oaks, Board of Aldermen
February 18, 2026

Administrative Updates

- Some programming glitches with Chingo reservations - EvoGov is working through those
- Attending the SITE Investment in Infrastructure Expo on Feb 24 to network with potential contractors

Project Status

Park Access Pedestrian Improvement Project (park grant)

- BFA to present preliminary plans on March 4th

Park Lighting Upgrade Project

- Voss Lighting to provide update

Meramec Station Sidewalk Connector (TAP Grant)

- Have had several firms reach out regarding the project
- Deadline to receive letters of interest is February 27th