

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS CITY HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, APRIL 01, 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 Joe Krewson
- Alderman Jim Crawford
- Alderman Tim Stoeckl
- Alderman Lisa Eisenhauer
- Mayor Russ Fortune

Also Present:

- April Milne, Administrator/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 Krewson
- **Seconded by:** Alderman Crawford
- **Vote:** Motion approved by a unanimous voice 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 March 18, 2026, and Bills List from March 14, 2026, to March 27, 2026.

- **Motion:** To approve the consent agenda.
- **Moved by:** Alderman Stockel
- **Seconded by:** Alderman Eisenhauer
- **Vote:** Motion approved by a unanimous voice vote.

REPORT OF COMMITTEES/COMMISSION/CONTRACTORS

Police Report: Police Report: Officer John Wehner provided a summary of police activity for March, including radio calls, written reports, traffic stops, crimes, and motor vehicle accidents. He clarified that the multiple burglar alarm calls were traced to faulty equipment.

OLD BUSINESS

No old business.

NEW BUSINESS

Resolution No. 2026-06: A Resolution of the Twin Oaks Board of Aldermen Approving Insurance Coverage for 2026–27. Administrator/Clerk April Milne presented Resolution 2026-06 regarding the City’s insurance renewal, including property, earthquake, flood, and potential cyber coverage. She noted that the overall premium increase for 2026 was minimal. The primary discussion focused on increasing the property coverage limit from \$1 million to \$5 million for City facilities, including City Hall, the Bell House, parks, and other City structures.

Following discussion, the Board agreed that the increased coverage was appropriate for the City’s risk profile. The Board also requested additional information regarding policy coverage options and associated costs for adding cybersecurity coverage.

- **Motion:** to approve Resolution No. 2026-06.
Moved by: Alderman Crawford
Seconded by: Alderman Krewson
Vote: Motion approved by a unanimous voice vote.

DISCUSSION ITEMS

Recommendation of consulting engineering firm for Meramec Station TAP project. Administrator/Clerk April Milne presented the report on the Meramec Station Road TAP Grant engineering consultant selection. She reported that four proposals were received and independently scored by City officials. Based on the evaluation, GBA was identified as the top-ranked firm due to its qualifications, prior experience with the City, and involvement in the grant application process.

Discussion ensued and the Board agreed to move forward with GBA for engineering services. Administrator/Clerk Milne noted that the next step will be contract negotiations in compliance with MoDOT’s evaluation requirements.

- **Motion:** to accept GBA for the TAP Grant
Moved by: Alderman Crawford
Seconded by: Alderman Krewson
Vote: Motion approved by a unanimous voice vote.

Rain plan for Easter Egg Hunt: Administrator/Clerk April Milne presented the rain plan for the Easter Egg Hunt at City Park on Saturday, April 4, 2026. Hard surface areas will be used if weather is wet, with a possible postponement to April 11. A final decision will be made by 8:00 a.m., and the event start time remains 10:00 a.m. Alerts will be posted on the City website and via email, with the Park Committee managing communication and setup.

ATTORNEY’S REPORT

No Attorney report.

ADMINISTRATOR/CLERK REPORT

Administrator/Clerk April Milne reported on the Community Services, Maintenance, and Communication areas. Twin Oaks Spring Clean Up was well received with bulk trash dumpsters being put to good use. Shred Day is scheduled for May 30, 2026, from 10 a.m. to 12 p.m. Residents are encouraged to use electronic waste events held in the nearby City of Manchester. Code enforcement is set to resume later in the Spring following Board approval. Audit work is nearing completion. Administrator/Clerk Milne noted that the City website must achieve ADA compliance by the end of April 2026. Efforts are ongoing to increase resident sign-ups for broadcast emails, and all current notices are posted online. Goose deterrence methods have been implemented to reduce nesting, aggressive behavior, and mess.

MAYOR AND ALDERMEN COMMENTS

Alderman Joe Krewson followed up with the Board regarding letters received by residents Golden Oaks Court. He also emphasized the importance of using multiple forms of communication, including Facebook, the city website, and email, to keep residents informed of city Events and community updates.

Alderman Tim Stockel expressed his appreciation for the streetlight repair and thanked staff for getting it back in working order.

The entire Board of Aldermen expressed appreciation for the City’s Spring Cleanup event, noting that the dumpsters were well utilized and greatly appreciated by residents.

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 Stoeckl

Seconded by: Alderman Eisenhauer

Vote: Motion approved by a unanimous vote.

The regular meeting was adjourned at 7:04 p.m.

Drafted By: _____

Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

April Milne
City Administrator/Clerk

Russ Fortune,
Mayor, Board of Aldermen

City of Twin Oaks							
Bills and Applied Payments							
March 28, 2026 to April 10, 2026							
Check No.	Billing Name	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
13487	ICC Community Developemnt Solutions		Laserfiche maintenance renewal 6-20-2026 to 6-19-2027	CMS0028552	\$596.00	\$596.00	4/15/2026
13488	J&B Franchise Venture, Inc	4/1/2026	Janitorial service for the month of April 2026-city hall	312598	\$310.00		
			Janitorial service for April 2026 for City of Twin Oaks - Park.	312599	\$227.00	\$537.00	4/15/2026
13489	Harvey's Services, Inc.	3/31/2026	lawn mowing services for city hall, park & roadways	40013	\$845.26	\$845.26	4/15/2026
13490	General Code	4/1/2026	annual maintenance	GC00134847	\$1,295.00	\$1,295.00	4/15/2026
13491	TruGreen	3/27/2026	Lawn service performed at City of Twin Oaks-March	221777057	\$98.79		
		3/27/2026	Lawn Service for Twin Oaks Park 1-March	221771662	\$410.00	\$508.79	4/15/2026
13492	Gateway Disposal	3/30/2026	Spring Clean Up for City of Twin Oaks-Golden Oak	63U00008	\$94.25		
			Spring Clean Up for City of Twin Oaks-Birnamwood/AL	63U00007	\$81.25		
			Spring Clean Up for City of Twin Oaks-Boly	63U00006	\$31.85	\$207.35	4/15/2026
13493	Tech Electronics, Inc	3/23/2026	emergency button in the conference room fix	176003	\$391.00	\$391.00	4/15/2026
13494	David Watson	4/6/2026	first quarter payment		\$1,800.00	\$1,800.00	4/15/2026
13495	BFA Consultants	3/29/2026	phase I of Crescent Road project-Wagner vs City	29310	\$2,260.00		
		3/29/2026	Boly Entrance Review	29643	\$190.00		
		3/29/2026	Park Entrance Project-pedestrian access	29638	\$3,690.00	\$6,140.00	4/15/2026
13496	St. Louis County Treasurer	3/29/2369	police contract for April	171388	\$13,723.93	\$13,723.93	4/15/2026
13497	USR-Desco TwinOaks, LLC	4/9/2026	annual maintenance agreement for 2025 & 2026	92028	\$4,862.82	\$4,862.82	4/15/2026
13498	Engelmeyer & Pezzani, LLC	3/31/2026	PA assistant charges for March	1503	\$480.00	\$480.00	4/15/2026
13499	Cunningham, Vogal & Rost, P.C.	3/31/2026	other legal services for March	71437	\$2,122.00		
			retainer for March	71438	\$1,408.00	\$3,530.00	4/15/2026
Autopay	Spire	3/26/2026	service period 2-24 to 3-26-50 Crescent	90361	\$126.63	\$126.63	4/10/2026
Autopay	Spire	3/26/2026	service period 2-24 to 3-25-city hall	3056	\$162.73	\$162.73	4/6/2026
Autopay	MSD	3/25/2026	service dates: 1-31 to 2-28	0813150-0	\$39.06	\$39.06	4/14/2026
ACH	Gateway Disposal	3/30/2026	March Statement for 2026	63X00006	\$5,783.36	\$5,783.36	4/30/2026
Autopay	Accident Fund	3/9/2026	insurance premium-workers comp	1002556813	\$2,870.00	\$2,870.00	4/1/2026
ACH	Visa	3/31/2026	visa payment for March	BH05770259	\$7,554.25	\$7,554.25	4/16/2026
Autopay	Rottler	4/3/2026	pest control for city hall-April service	4651604	\$96.00	\$96.00	4/3/2026
Autopay	Ameren	4/6/2026	service dates: 3-1 to 4-6-city street lights	5515	\$736.16	\$736.16	4/27/2026
ACH	AssuredPartners	4/9/2026	insurance premium-City of Twin Oaks	92447	\$55,348.00	\$55,348.00	4/16/2026
ACH	AssuredPartners	4/9/2026	insurance premium-City of Twin Oaks wind and hail coverage	92430	\$1,802.85	\$1,802.85	4/16/2026
Autopay	Missouri American Water	4/2/2026	service dates: 04-02 to 05-01-firepark	9022	\$42.87	\$42.87	4/24/2026
Autopay	Missouri American Water	3/19/2026	service dates: 02-20 to 03-18-50 Crescent	6457	\$12.29	\$12.29	4/10/2026
Autopay	Missouri American Water	3/25/2026	service dates: 02-24 to 03-23-twin oaks park	8845	\$78.49	\$78.49	4/16/2026
Autopay	Missouri American Water	3/25/2026	service dates: 02-24 to 03-23-hydrant service	8944	\$2.18	\$2.18	4/16/2026
Autopay	Missouri American Water	3/25/2026	service dates: 02-24 to 03-23-big bend intersection irrigation	5681	\$54.87	\$54.87	4/16/2026
					\$109,626.89	\$109,626.89	
			Alderman				
			Alderman				



12645 Olive Blvd
Saint Louis, MO 63141

Phone: (314) 523-8800
Fax:

Invoice # 92447		Page 1 of 1
Account Number	Date	
CITYOFT-01	4/9/2026	
BALANCE DUE ON		
4/9/2026		
AMOUNT PAID	Amount Due	
	\$55,348.00	

City of Twin Oaks
1381 Big Bend Rd
Twin Oaks, MO 63021

Commercial Package Policy Policy Number: PEPKG0101400 Effective: 4/3/2026 to 4/3/2027

Item #	Trans Eff Dat	Due Date	Trans	Description	Amount
2617855	4/3/2026	4/9/2026	RENB	Renewal of Property eff 4/3/2026	\$25,098.00
2617856	4/3/2026	4/9/2026	RENB	Renewal of Inland Marine	\$260.00
2617857	4/3/2026	4/9/2026	RENB	Renewal of Crime	\$415.00
2617858	4/3/2026	4/9/2026	RENB	Terrorism	\$761.00
2617859	4/3/2026	4/9/2026	AFEE	Broker Fee - RPS	\$500.00

Commercial Package Policy Policy Number: TRPK-4001948-00 Effective: 4/3/2026 to 4/3/2027

Item #	Trans Eff Dat	Due Date	Trans	Description	Amount
2617861	4/3/2026	4/9/2026	RENB	Casualty (Liability) Renewal	\$13,387.00
2617863	4/3/2026	4/9/2026	RENB	Terrorism	\$270.00
2617864	4/3/2026	4/9/2026	AFEE	Broker Fee - RPS	\$500.00
2617865	4/3/2026	4/9/2026	RENB	Renewal of Equip Breakdown	\$13,387.00
2617866	4/3/2026	4/9/2026	RENB	Terrorism (Equip Break)	\$270.00
2617867	4/3/2026	4/9/2026	AFEE	Broker Fee - RPS	\$500.00

Pay online: <https://cjthomas.epaypolicy.com>

Total Invoice Balance: \$55,348.00



12645 Olive Blvd
 Saint Louis, MO 63141

Phone: (314) 523-8800
 Fax:

Invoice # 92430		Page 1 of 1
Account Number	Date	
CITYOFT-01	4/9/2026	
BALANCE DUE ON		
4/9/2026		
AMOUNT PAID	Amount Due	
	\$1,802.85	

City of Twin Oaks
1381 Big Bend Rd
Twin Oaks, MO 63021

Windstorm	Policy Number: CSR0001910	Effective: 4/3/2026 to 4/3/2027
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Item #	Trans Eff Dat	Due Date	Trans	Description	Amount
2617738	4/3/2026	4/9/2026	RENB	Wind Hail Ded. Buy Back	\$1,467.00
2617739	4/3/2026	4/9/2026	AFEE	Broker Fee	\$250.00
2617740	4/3/2026	4/9/2026	SLTX	Surplus Lines Tax	\$85.85

Pay online: <https://cjthomas.epaypolicy.com>

Total Invoice Balance: \$1,802.85



FINANCIAL REPORT

FOR THE THREE MONTHS ENDING MARCH 31, 2026

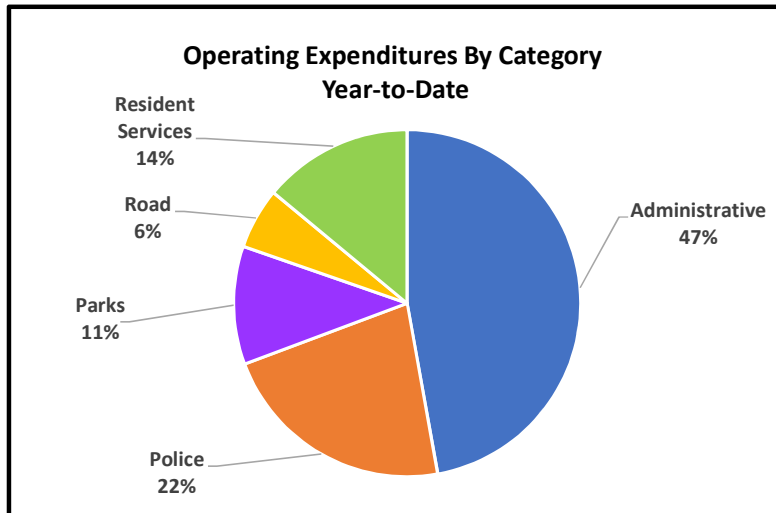
**CITY OF TWIN OAKS
COMBINED BALANCE SHEET
March 31, 2026**

<u>Assets</u>		
Cash	\$	1,684,009
Certificate of Deposit		628,031
Other current assets		398,470
Lease receivable		348,784
TOTAL ASSETS		\$ 3,059,294
 <u>Liabilities</u>		
Payables and deferred		44,784
Lease related		331,906
TOTAL LIABILITIES		376,690
 <u>Fund Balances</u>		
Sewer Lateral		61,377
Capital Improvements		607,226
Road		7,024
Park and Stormwater		529,937
General		1,477,041
TOTAL FUND BALANCES		2,682,604
TOTAL LIABILITIES AND FUND BALANCES		\$ 3,059,294

CITY OF TWIN OAKS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
THREE MONTHS ENDED, MARCH 31, 2026

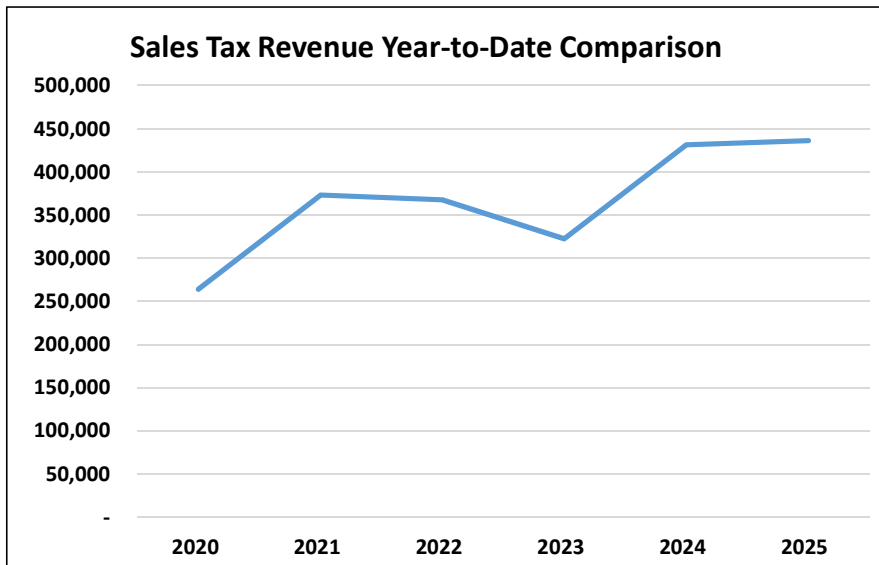
	Sewer	Cap Impr	Road	Park & Stormwater	General	Total-All Funds		Percent Change	Percent Budget
						2026	2025		
REVENUES									
Sales taxes	\$ -	\$ 92,653		\$ 109,004	\$ 234,315	\$ 435,973	\$ 431,257	1.1%	31.7%
Property tax	-				32,240	32,240	10,271	213.9%	75.9%
Intergovernmental taxes	-		23,806		3,330	27,136	13,799	96.7%	44.5%
Licenses, permits, fees	3,191			2,560	9,512	15,263	12,883	18.5%	10.6%
Miscellaneous	-				514	514	97	429.8%	51.4%
Investment income	207				16,015	16,222	19,272	-15.8%	32.3%
Total	3,399	92,653	23,806	111,564	295,925	527,347	487,579	8.2%	31.5%
EXPENDITURES									
Administrative					87,268	87,268	122,999	-29.0%	20.1%
Police					41,172	41,172	39,211	5.0%	26.2%
Parks				24,806		24,806	15,998	55.1%	18.0%
Road			11,017			11,017	9,264	18.9%	10.0%
Resident Services*			4,840	2,597	17,217	24,654	42,935	-42.6%	14.2%
Capital Improvements		2,100	2,742	28,900		33,742	33,210	1.6%	8.7%
Debt Service		71,394				71,394	71,393	0.0%	50.0%
Total	0	73,494	18,599	56,303	145,657	294,052	335,010	-12.2%	19.0%
Excess (deficiency) of revenues over (under) expenditures	3,399	19,160	5,207	55,261	150,268	233,294			
Other Sources (Uses)									
Transfers In	-	85,700	-	-	-	85,700			
Transfers (Out)	-	-	-	-	(85,700)	(85,700)			
Change in Fund Balance	3,399	104,860	5,207	55,261	64,568	233,294			
Fund Balance 1/1/2026	57,978	502,366	1,817	474,676	1,412,473	2,449,310			
Fund Balance 3/31/2026	\$ 61,377	\$ 607,226	\$ 7,024	\$ 529,937	\$ 1,477,041	\$ 2,682,603			

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



**CITY OF TWIN OAKS
SALES AND USE TAX REVENUES
THREE MONTHS ENDED MARCH 31**

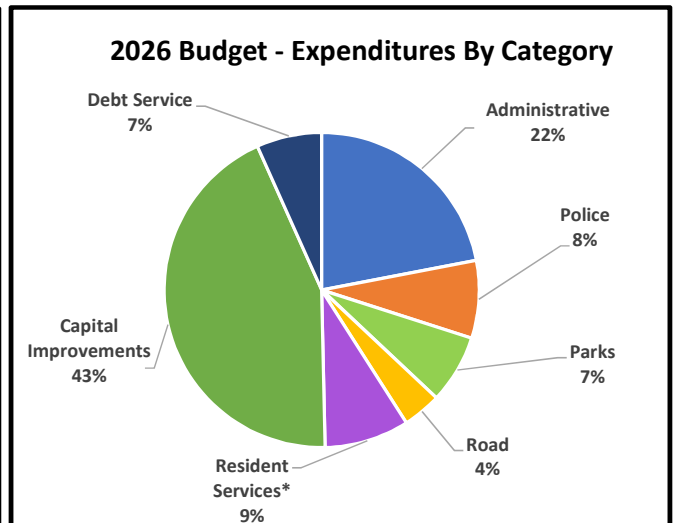
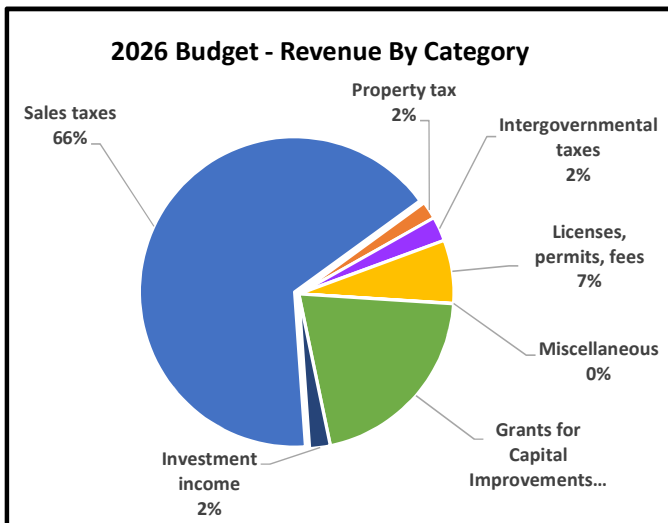
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	Budget <u>2026</u>
Sales Tax (1%)	130,581	105,768	152,466	145,518	128,086	168,108	169,834	510,000
Local Option (.25 %)	38,839	29,399	40,626	37,776	32,147	45,013	45,657	182,000
STL County Public Safety	3,715	5,071	5,701	8,288	9,794	10,010	10,442	41,000
Use Tax	-	-	-	10,068	10,569	10,747	8,383	40,000
TOTAL GENERAL FUND	173,135	140,238	198,793	201,650	180,596	233,878	234,316	773,000
Stormwater/Parks Sales Tax 1/2 cent	89,399	66,785	92,236	89,663	76,616	106,691	109,004	410,000
Cap Imp Sales Tax (.50%)	75,989	56,768	81,801	76,214	65,123	90,687	92,653	350,000
TOTAL-ALL FUNDS	338,523	263,791	372,830	367,527	322,335	431,256	435,973	1,533,000
	23.93%	-22.08%	41.34%	-1.42%	-12.30%	33.79%	1.09%	28.13%



CITY OF TWIN OAKS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET-FISCAL YEAR 2026

	Sewer	Cap Impr	Road	Park & Stormwater	General	Total-All Funds		Percent Budget
						2026 BUDGET	2026 3/31/2026	
REVENUES								
Sales taxes	\$ -	\$ 350,000		\$ 410,000	\$ 773,000	\$ 1,533,000	\$ 435,973	28.4%
Property tax					42,500	42,500	32,240	75.9%
Intergovernmental taxes			45,000		14,000	59,000	27,136	46.0%
Licenses, permits, fees	4,700			3,200	145,200	153,100	15,263	10.0%
Miscellaneous					1,000	1,000	514	51.4%
Grants for Capital Improvements			180,000	300,000		480,000	-	0.0%
Investment income	300				50,000	50,300	16,222	32.3%
Total	5,000	350,000	225,000	713,200	1,025,700	2,318,900	527,347	22.7%
EXPENDITURES								
Administrative					467,910	467,910	87,268	18.7%
Police					170,000	170,000	41,172	24.2%
Parks				150,500		150,500	24,806	16.5%
Road			84,500			84,500	11,017	13.0%
Resident Services*	5,000		30,000	69,300	80,500	184,800	24,654	13.3%
Capital Improvements		30,000	265,000	635,000		930,000	33,742	3.6%
Debt Service		142,801				142,801	71,394	50.0%
Total	5,000	172,801	379,500	854,800	718,410	2,130,511	294,052	13.8%
Excess (deficiency) of revenues over (under) expenditures	0	177,199	(154,500)	(141,600)	307,290	188,389		
Other Sources (Uses)								
Transfers In		85,700	154,500			240,200		
Transfers (Out)	0	(154,500)	0	0	(85,700)	(240,200)		
Change in Fund Balance	0	108,399	0	(141,600)	221,590	188,389		
Fund Balance 1/1/2026	57,978	502,366	1,817	474,676	1,412,473	2,449,310		
Fund Balance 12/31/2026	\$ 57,978	\$ 610,765	\$ 1,817	\$ 333,076	\$ 1,634,063	\$ 2,637,698		

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



**A RESOLUTION APPROVING A SUBSCRIPTION TO THE USERWAY
ACCESSIBILITY SOLUTION FOR THE CITY OF TWIN OAKS
WEBSITE.**

WHEREAS, the City of Twin Oaks seeks to ensure that its official website is accessible to all users, including individuals with disabilities, and compliant with applicable accessibility standards; and

WHEREAS, UserWay has proposed to provide its AI-Widget accessibility solution for the City website; and

WHEREAS, the UserWay AI-Widget is designed to conform with Web Content Accessibility Guidelines (WCAG) 2.1 and 2.2, and includes a full suite of more than 100 AI-powered accessibility features; and

WHEREAS, UserWay's solution includes an accessibility management platform that enables remediation of alternative text issues, external and vague links, and other accessibility barriers; and

WHEREAS, the UserWay solution provides real-time accessibility monitoring and remediation of the City website; and

WHEREAS, the services included with the proposal consist of a custom Accessibility Statement; Litigation support, valid with the yearly plan; and 24/7 customer and technical support; and

WHEREAS, the cost for UserWay's Pro Plan is \$490 per year, which has been reviewed and deemed reasonable and cost-effective given the scope of services provided;

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, hat the proposal from UserWay for website accessibility services is hereby approved; and

Section 2. The City Administrator/Clerk is authorized to subscribe to UserWay's Pro Plan at a cost of \$490 per year; and

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 15th DAY OF APRIL 2026, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

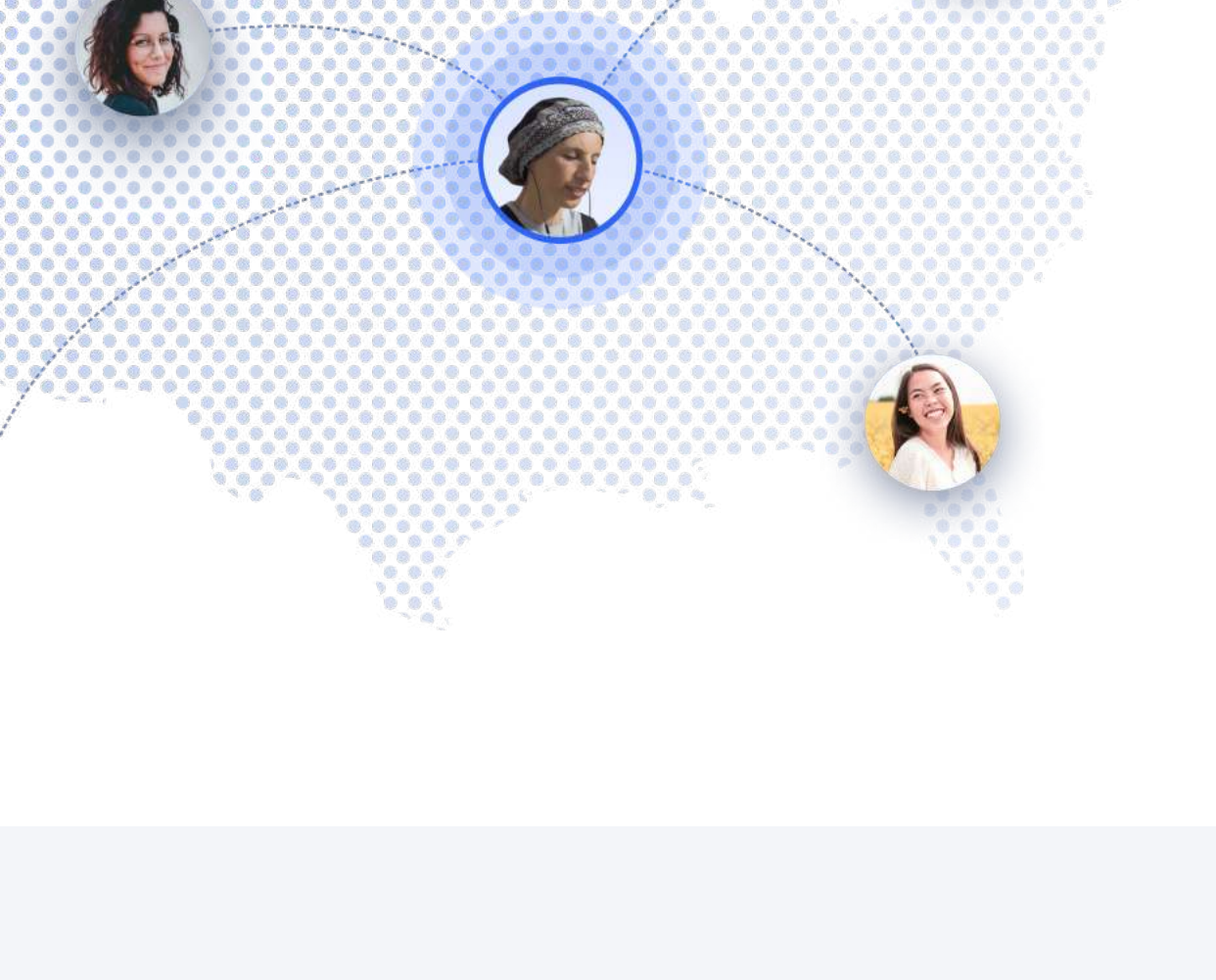
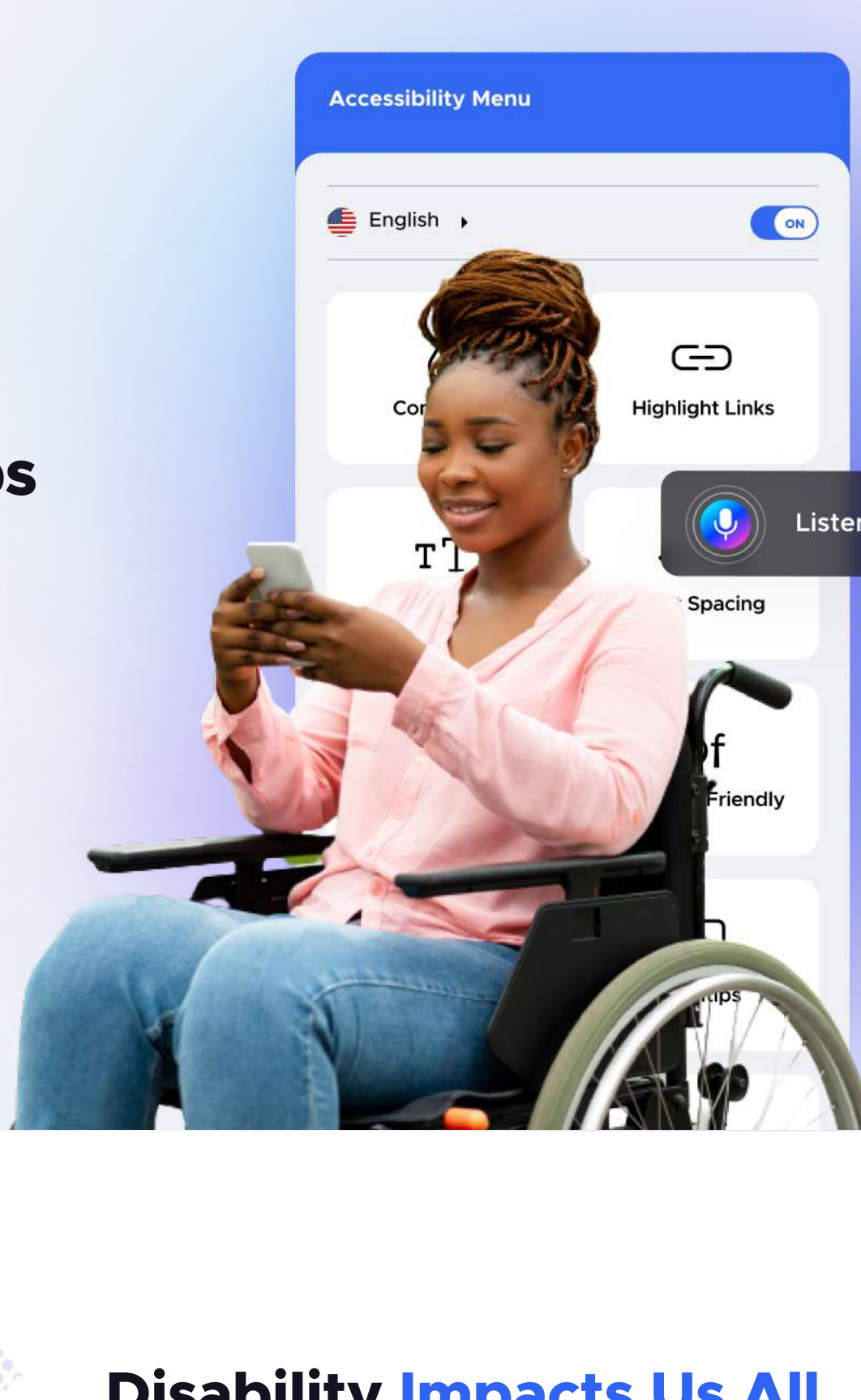
April Milne, City Administrator/Clerk

Websites for Everyone

UserWay's Widget Tool Automates & Bridges Gaps in Web Accessibility

The World's #1 AI-Powered Solution for Robust Digital Accessibility

Helping more than 1 million customers remove barriers to access through user-triggered controls and automated remediations.



Disability Impacts Us All

One out of every four of your website visitors has a varying degree of disability or impairment. What measures does your company have in place to assure this key demographic doesn't bounce from your site to your competitors?

Stop turning customers away. UserWay's AI-Powered Accessibility Solution is a low-cost, high-caliber tool for companies to make their websites accessible. Ensure customers with disabilities are not leaking from your market share and secure a legal defense against litigation and complaints.

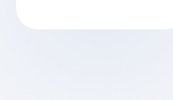
UserWay Integrates with All Site Creation Platforms

The UserWay web accessibility widget can support any platform, including top hosts such as **Shopify, WordPress, and Wix**. No matter what your site creation preference, our tool will be able to function within it, meaning you can play a part in the solution of making the internet disability-friendly.



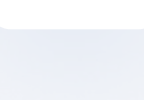
Supported Platforms Include:

- ✓ Shopify
- ✓ Wordpress
- ✓ Wix
- ✓ Squarespace
- ✓ Weebly
- ✓ Joomla
- ✓ Muse
- ✓ PrestaShop
- ✓ Magento
- ✓ Umbraco
- ✓ Drupal
- ✓ Spacecraft
- ✓ Webflow
- ✓ BigCommerce
- ✓ Duda
- ✓ HubSpot
- ✓ DreamWeaver
- ✓ HTML/CSS
- ✓ Tilda
- ✓ Google Tag Manager
- ✓ Moodle
- ✓ CMS Max
- ✓ Strikingly



Video Tutorials

Our written guides and video tutorials provide comprehensive insights for website owners and managers through the installation process.

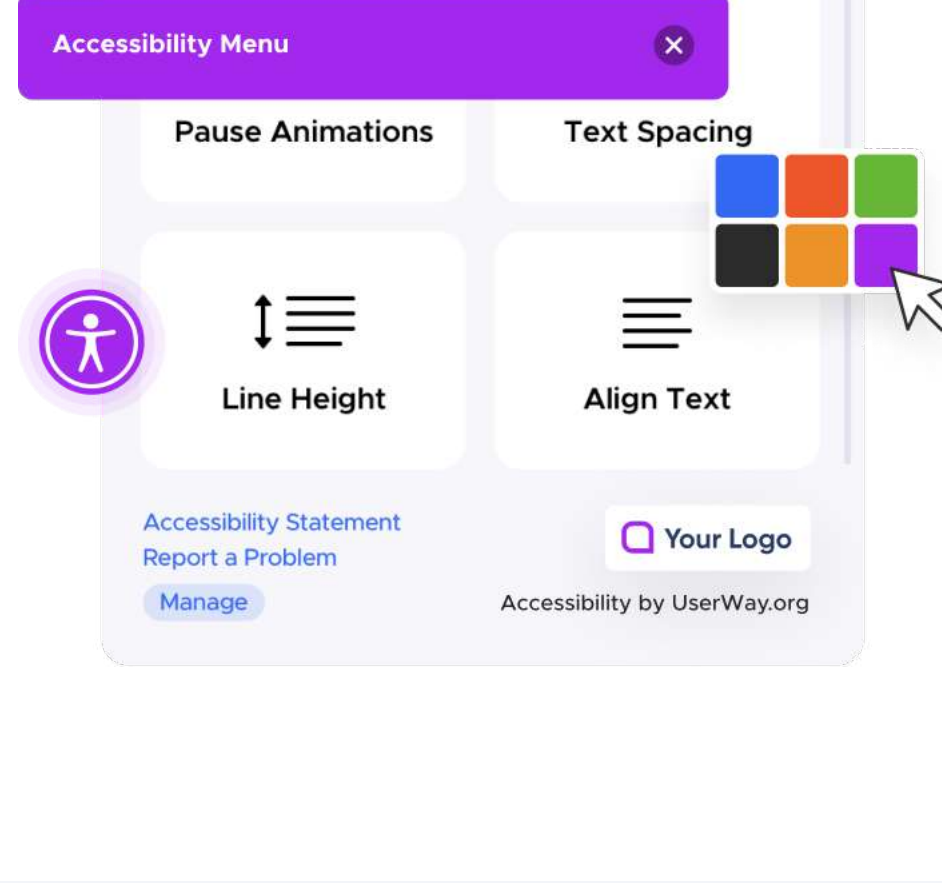


Technical Support

UserWay's highly trained technical support specialists are available 24/7 to answer all of your digital accessibility questions

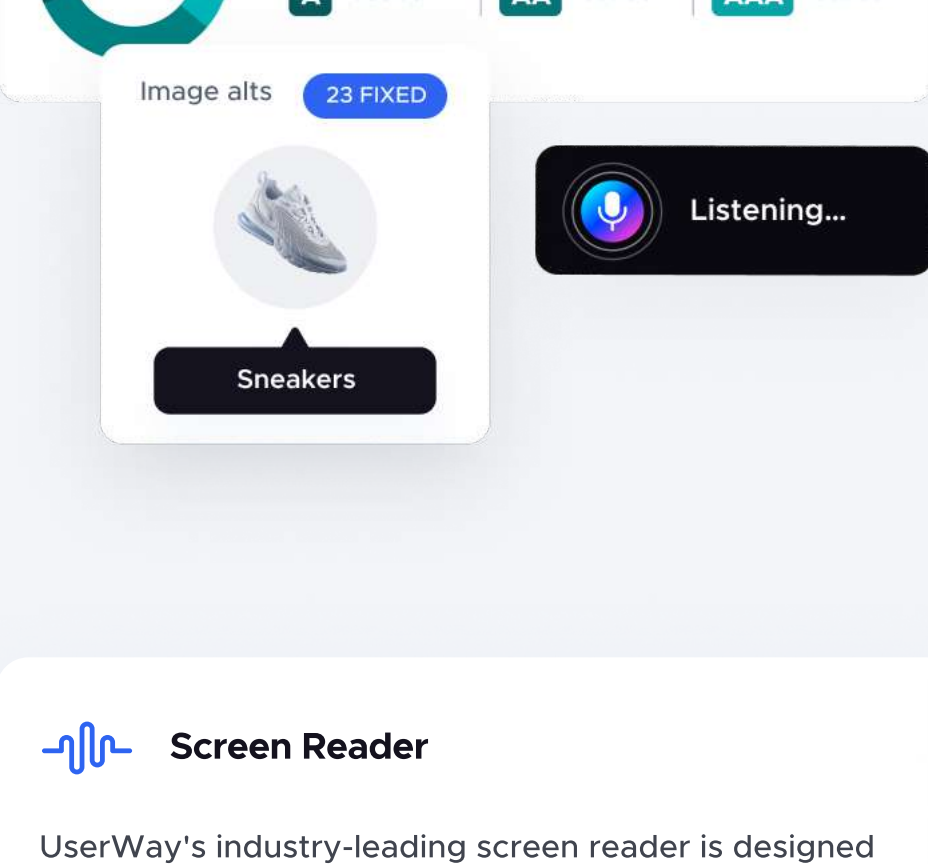
A Solution That Adapts to You

The UserWay overlay widget allows web hosts to set and match the UserWay control panel to their website design and brand. UserWay's paid widget clients have the capability to change the overlay's color, icon, placement and more.



Automatic Content Remediations

UserWay's AI-Powered Accessibility Solution instantly remediates 95% of content already on your site. It also inspects and corrects any new content you add. UserWay's suite of solutions ensure your site will be more compliant and easy to use for all of your visitors.



Automated Remediations Include:

- ✓ Page Language
- ✓ Marquee
- ✓ Page Title
- ✓ Image Alts
- ✓ Vague & Broken Link Violations
- ✓ Keyboard Navigation

Screen Reader

UserWay's industry-leading screen reader is designed specifically to work with websites, unlike generic solutions. This tool reads aloud all page contents without needing to install an external screen reader and supports 40 languages and multiple reading speeds.

Ambiguous Links

Links that do not provide clear, succinct descriptions can hinder those who are navigating sites using screen readers. Ambiguous links such as "Click here," "Download now," and "Learn more" fail to provide enough context for those who can not visually scan a website. UserWay's AI automatically fixes vague link violations by generating link descriptions to give disabled users a better understanding of link destinations.

Skip Navigation Link

WCAG rules state that users should have the ability to skip past repetitive content. UserWay's Skip Navigation Link function provides users a way to bypass blocks of content that are repeated. For example, a navigation menu that appears on each webpage.

Keyboard Navigation

Users navigating with a keyboard often rely on a focus outline to know where they are on the page. UserWay's keyboard navigation function automatically optimizes a website outline, enabling users to flow through web pages using only a keyboard.

Image Alts

AI-powered image recognition automatically generates high-accuracy image alts and descriptions of non-text content for users relying on screen readers. Site admins can approve or modify alt text to ensure it accurately reflects each remediated element.

Headings

Ensures an accessible heading structure for each page on your site. Outlines are essential for users relying on keyboard navigation, accessible hotkeys, and screen readers. UserWay's AI will automatically restructure your headings into a sequential and easily navigable order without impacting site design or SEO.

Page Language

Automatically remediates missing language attributes on each page. This is essential for users who rely on assistive technology like screen readers, braille translators, and voice recognition software.

Broken Links

Automatically remediate any broken links that don't point to live sources. Broken links diminish the user experience for all users, but especially for blind users and for users with low vision, mobility impairment, or cognitive disabilities.

Autoplay Videos

Gives users play/pause control over videos on the page. This allows site visitors to choose when content plays to prevent distractions and reduce any triggers that may cause seizures or epileptic events.

Color Contrast

Certain color combinations on your website could be considered disruptive. UserWay can automatically adjust color contrast to conform to WCAG parameters.

iFrames Title

Adds a label to iFrame elements so users can determine which frame to enter and explore in detail.

Empty Controls

Provides labels to identify all controls, including text fields, checkboxes, radio buttons, and drop-down menus.

Marquee

Corrects the code for scrolling text when the marquee element was used to create the effect.

Page Titles

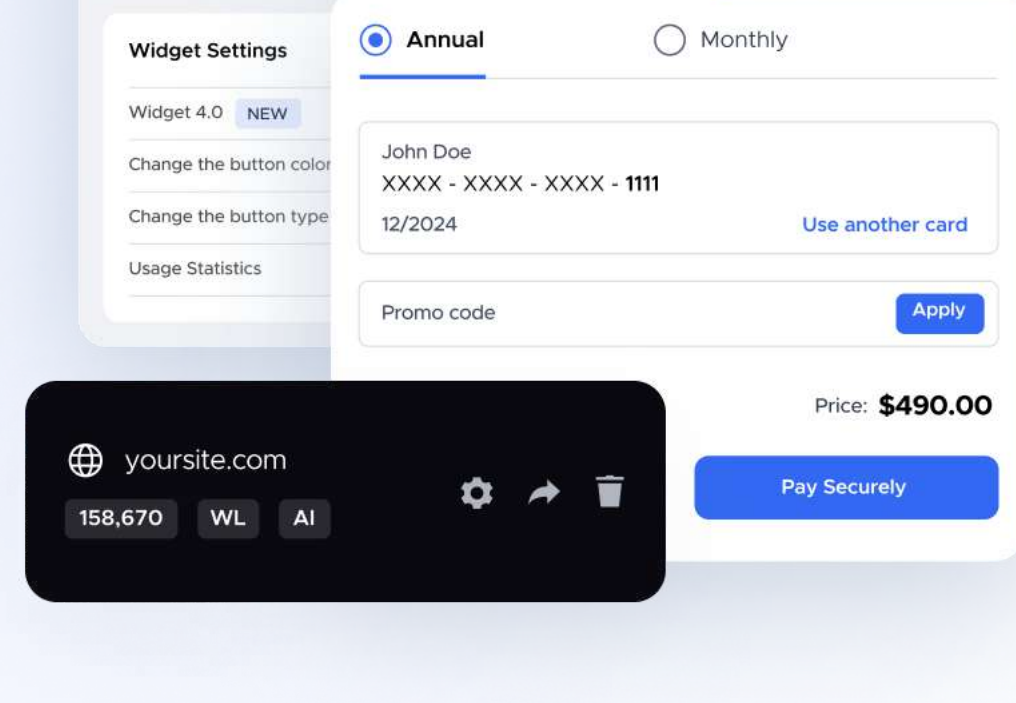
Adds a page title if one is missing.

Administrative Controls

All account management from editing text written by our AI to changing your widget. Everything from editing text written by our AI to changing your credit card information is easy to find.

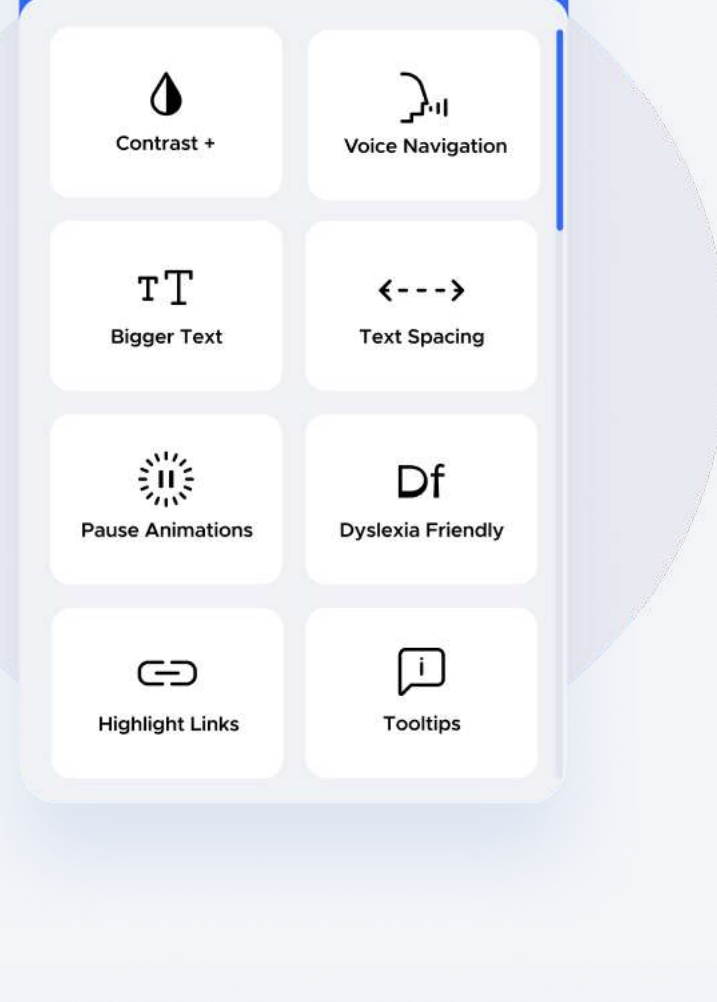
Frequently Used Account Functions:

- ✓ Editing AI-written descriptions and button labels
- ✓ Customizing widget colors
- ✓ Managing multiple sites
- ✓ Viewing invoices
- ✓ Adding team members



User-Triggered Control Panel

Our widget is always available in the corner of the browser window. When a site visitor clicks the Universal Access symbol, an easy-to-use interface appears so they can select exactly which customizations to make.



The Most Popular Features Include:

- ✓ Dyslexia-Friendly Font
- ✓ Language Translator
- ✓ Built-in Screen Reader
- ✓ Color-Contrast Adjustments
- ✓ Link Highlighter
- ✓ Resize & Text Spacing
- ✓ Animation Pause

Df Dyslexia Friendly Font

Dyslexia impacts up to 10% of the world's population. UserWay's Dyslexia Friendly Font is a custom font face that enhances readability for those with reading disorders and provides an easier and more fluid experience that is tailored to site visitors.

Screen Reader

UserWay's industry-leading screen reader speaks aloud all page contents without needing to install an external screen reader.

Dictionary

UserWay's dictionary function allows users access to dictionary sources without needing to leave the website. Users can now review idioms, acronyms, and complex words. This kind of feature is essential for those with cognitive disabilities and non-native English speakers.

Smart Color Contrast

Smart color contrast is a proprietary system in which our algorithms detect any potential color contrast violations on the page and automatically adjust them via user initiated remediation. This allows for a greater degree of freedom with design and product teams while ensuring you are meeting WCAG criteria for all end-users.

Saturation & Smart Contrast

Set the intensity of colors on a site to high, low, or grayscale. Invert the colors of a website or switch between light and dark contrast modes. Smart Contrast ensures that all of your site colors are fully ADA-compliant, resulting in higher visibility.

Bigger Text, Spacing & Line Height

Cycles on-screen text through four different levels of size increases. This makes every part of your site instantly more readable. Also, modify text and line spacing for improved readability for dyslexic and visually impaired users. Offers three degrees of adjustments for a personalized and more accessible reading experience.

Pause Animation

Pauses content that moves or auto-updates that is considered an accessibility barrier. Stops animations, blinking and flashing content that distracts and may trigger seizures.

Highlight Links

Emphasize links, buttons, and other interactive elements in clear, high-contrast colors that are easy to identify. Highlights clickable items for easier site usability, navigation, and overall accessibility.

With UserWay's AI-Powered Accessibility Solution, it's never been easier to ensure that all of your site visitors have a full, quality, and accessible experience. You can begin the journey to an all-inclusive website with just a few clicks.

RESOLUTION NO. 2026-08

**A RESOLUTION APPROVING AN AGREEMENT WITH DAVID
WATSON TO PROVIDE ACCOUNTING AND FINANCIAL
CONSULTING SERVICES TO THE CITY OF TWIN OAKS.**

**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 Professional Services Agreement substantially in the form of Exhibit 1 on behalf of the City of Twin Oaks with David Watson for accounting and financial consulting services at a rate of \$700.00/month.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 15th DAY OF APRIL 2026, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

April Milne, City Administrator/Clerk

Exhibit 1
City of Twin Oaks, Missouri
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of April 1, 2026, by and between the **City of Twin Oaks**, a municipal corporation hereinafter referred to as “City,” and **David V. Watson**, hereinafter referred to as “Consultant,” with a mailing address of 2446 Driftwood Lane, St. Louis Missouri, 63146.

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

I. SCOPE OF SERVICES

Consultant services are necessary for City for the following: *Twin Oaks – Accounting and Financial Consulting Services.*

Except as expressly specified herein, Consultant hereby agrees to provide all the supervision, labor, technical services, facilities, and materials to provide all the services and do all the things necessary to provide the City with accounting services, including:

- Monthly
 - Consult with City Administrator/Clerk on preparation of financial statements;
 - Attend Board meetings where financial statements are presented (typically one meeting a month);
- Quarterly
 - Review in detail City’s financial books and records with the City Administrator/Clerk;
 - Prepare and present to Board:
 - Comparative Statements of Revenues Collected and Expenditures Paid;
 - Comparative Statements of Net Position;
- Semi-Annually
 - Prepare for the Board of Aldermen its semi-annual statement of the receipts and expenditures and indebtedness of the city per Section 79.160 RSMo;
- Annually
 - Prepare and do all things necessary to qualify and file the City’s ad valorem property tax including submitting a proposed tax levy rate to the Missouri State Auditor for review;
 - Prepare or assist in the preparation of the City’s budget in compliance with Section 130.020 of the Twin Oaks Code, including a budget message;
 - Prepare/assist in the preparation of any necessary amendments to the City’s budget including attendance at budget preparation meetings with the Board of Aldermen;

- As needed, consult with City Administrator/Clerk regarding:
 - Reconciliation of bank statements;
 - Other treasury matters;
 - Issues, concerns, problems, etc., regarding recording of transactions in QuickBooks.
 - Current Certificates of Participation and future financings;
- As needed, consult with Aldermen regarding:
 - Strategic financial matters;
 - Other matters, as requested;
- Coordinate and supervise the annual audit of City’s Financial Statements by an independent certified public accountant and ensure that the City’s certified audited financial reports are filed with the Missouri State Auditor;
- Consultant shall also provide other general accounting support

The above services are also generally described in the Accounting Services Proposal (the “Proposal”), attached as **Exhibit A** to the General Conditions incorporated herein (hereinafter collectively referred to as the “Services”).

The Services shall be provided by Consultant in accordance with all the provisions of the Contract and attached **City of Twin Oaks General Conditions** for the Services which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

The City hereby agrees to pay the Consultant on a quarterly basis for the Services as set forth below and in the Proposal:

Monthly charge for accounting services: Seven Hundred Dollars (\$700.00).

III. TIME AND MANNER OF PAYMENTS

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

IV. TERM; OPTION TO EXTEND; AMENDMENT

The initial term of the Agreement shall be from April 1, 2026 to March 31, 2029, and upon the expiration of the initial term, subject to annual appropriation, will be extended in one (1) year increments thereafter unless sooner terminated as set forth below (the “Renewal Terms”). The agreement may be terminated by the City without prior notice as set forth in the General Conditions and by Contractor with ninety (90) days’ notice. The cost of services charged by Consultant for the Renewal Term(s) shall be the same as the Initial Term. The terms of the Agreement may be amended by the parties in writing.

V. 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 Agreement first above written.

City of Twin Oaks, Missouri

David V. Watson

By: _____
Mayor

Date: _____

Date: _____

ATTEST: _____
City Administrator/Clerk

**CITY OF TWIN OAKS
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

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

Compliance with Laws. The Consultant 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, Consultant 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 Consultant 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 that the Consultant (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." Consultant'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 Consultant 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 Consultant.

Indemnification. To the fullest extent permitted by law, the Consultant 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, arising from Consultant's breach of the Contract or out of services and operations performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this agreement. The Consultant 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, Consultant agrees that this indemnification requires Consultant to obtain insurance in amounts specified herein and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. The Consultant shall obtain and maintain for itself during the term of the Consultant/Professional Services Agreement professional liability insurance coverage as maybe provided in the Agreement or by 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. This required coverage shall include the City of Twin Oaks as Additional Insured for operations, products and completed operations. Liability insurance required by this section, must be on a primary and non-contributory basis.

In addition, the Consultant 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 Consultant 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 Consultant 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 Consultant has adequate insurance to cover the Consultant 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 Consultant's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Twin Oaks as an additional Insured that is barred by sovereign immunity, and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

Nondisclosure/Confidentiality. The Consultant 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. Consultant shall not disclose any confidential client information without the specific consent of the City. 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 Consultant 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 Consultant, 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 Consultant 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 Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant 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 Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Contract an amount equal to the cost of all Services performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant 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 Consultant 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 Consultant 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 Consultant.

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 Consultant 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 Consultant/Professional Services Agreement or proposal of the Consultant, 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 Consultant 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 Consultant created in performance of or relating to this Consultant/Professional Services Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

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

Representations. Consultant 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 Consultant/Professional Services Agreement.

**David V. Watson
2446 Driftwood Lane
Saint Louis, Missouri 63146**

**PROPOSAL TO PROVIDE ACCOUNTING AND FINANCIAL
CONSULTING SERVICES**

SCOPE OF SERVICES

Provide services that include:

- Preparation of monthly financial statements as desired by the board and City administrator/City Clerk. Generally, the statements will be presented at the second regular board meeting of each month.
- Prepare State of Missouri required financial reports including a semi-annual statement of receipts and expenditures and disclosure of indebtedness of the City of Twin Oaks as provided by Section 79.160 RSMo.
- Assist the City Administrator/City Clerk in calculating and submission of the City's ad valorem property tax.
- Assist the City Administrator/City Clerk in preparation and modifications of the City annual budget of all funds in accordance with State and City laws, regulations and practices.
- Provide supervision and coordination with City auditors on the annual audit and preparation of the Comprehensive Annual Financial Report of the City's financial statements and submission to the Government Finance Officers and the Missouri State Auditors office.
- Continuously consult and provide accounting and financial assistance to the City Administrator/City Clerk on all issues related to the City's finances including investments, cash reconciliations, debt management, pension (LAGERS), software, and strategic plans.

QUALIFICATIONS

Please consider the attached resume detailing over forty (40) years of experience in municipal accounting and finance experience as part of this proposal.

TERMS AND PROPOSED FEES

Services will commence on a mutually agreed date for a period of one year but may be terminated by the City without notice and by David Watson with ninety (90) days' notice.

Fees shall be \$700 per month, billed on a quarterly basis.

Submitted by:

David V. Watson
Email: dave63146@yahoo.com
Phone: (314) 608-6144

Date

Accepted by: City of Twin Oaks

Signature/Title

Date

**David V. Watson
2446 Driftwood Lane
Saint Louis, Missouri 63146**

**PROPOSAL TO PROVIDE ACCOUNTING AND FINANCIAL
CONSULTING SERVICES**

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Submitted by:

David V. Watson
Email: dave63146@yahoo.com
Phone: (314) 608-6144

Date

Accepted by: City of Twin Oaks

Signature/Title

Date

RESOLUTION NO. 2026-09

**A RESOLUTION APPROVING AN AGREEMENT WITH ARC PYROTECHNICS, INC.
FOR FIREWORK DISPLAY SERVICES.**

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of Exhibit 1 (attached hereto and incorporated herein by reference) on behalf of the City of Twin Oaks with Arc Pyrotechnics, Inc. for certain aerial firework display services (the “Agreement”), at a cost of \$26,000.00 for the year 2026 all as more fully set forth in the Contract.

Section 2. 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 (form affidavit included herein) that the Responder (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. 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 is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 15th DAY OF APRIL 2026, BY
THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

April Milne, City Clerk

Exhibit 1



Contract for Display of Fireworks by ARC Pyrotechnics, Inc.

This Contract is made and entered into by and between ARC Pyrotechnics, Inc. (hereinafter referred to as "Display Operator") **CITY OF TWIN OAKS** (hereinafter referred to as "Client") on this 15th day of APRIL 2026.

Recitals

Display Operator is an Oklahoma, for Profit Corporation, having its principal office at 5100 E. SEWARD ROAD, GUTHRIE, OK 73044-9075. Client is a **MUNICIPALITY/PARKS AND RECREATION** with its principal office at **1381 BIG BEND ROAD, TWIN OAKS, MO 63021**. Client desires to engage Display Operator to perform a Fireworks Display, and Display Operator desires to perform such Firework Display under the terms set forth in this Contract.

NOW, THEREFORE, for and in consideration of the sums to be paid to the Display Operator by Client, the Fireworks Display to be performed by the Display Operator, and the other promises made and obligations to be performed by the parties hereunder, the parties agree as follows:

I. **Definitions:** The words and phrases set forth below in bold print are defined as follows:

Firework Display: An entertainment feature at which the public or a private group is admitted or permitted to view the display or discharge of fireworks.

Set-Up of Display: The installation of all equipment and the loading of the fireworks on the equipment, which are to be used by the Display Operator in the performance of the Fireworks Display under this Contract.

Tear-Down of Display: The removal of all equipment utilized by the Display Operator in the performance of the Fireworks Display, and the search of the Fallout Area and removal therefrom of fireworks which failed to explode.

Clean-Up of Display: The removal of large pieces of paper, cardboard, debris, and other fireworks refuse from the Discharge Site and the Fallout Area. This does NOT include any areas that were open, accessible, or occupied by the public and/or spectators.

Fireworks Display Site: The area that includes the "Discharge Site", the "Fallout Area" and the "Separation Area" as those terms are defined below. The Fireworks Display Site shall be a secure area. No persons other than the Display Operator's personnel and security officials will be allowed inside the Fireworks Display Site at any time. **It is understood that there is a danger of damage and harm to any persons, property, or landscaping located within the Fireworks Display Site.**

Discharge Site: The area immediately surrounding the fireworks mortars, multi-shot cakes, or other equipment and items to be used in the Fireworks Display.

Fallout Area: The designated area in which debris is intended to fall after fireworks devices are fired.

Separation Area: The area between the Discharge Site and the area(s) from which spectators observe the Fireworks Display.

Rain Date: An agreed upon alternate date for the presentation of the Fireworks Display when unsafe weather conditions, as determined by the Display Operator, require the postponement of such Fireworks Display.

Proposal: The Fireworks Display Proposal document attached hereto as Exhibit A and incorporated herein by reference.

Security Services: On the day of the Firework Display, roping off the Separation Area and monitoring access to the Separation Area and Discharge Site with a minimum of two (2) persons, before, during and immediately after the Firework Display; on a day other than the day of the Fireworks Display if Display Operator's equipment and the fireworks are upon the Fireworks Display Site, providing reasonable observation of the Fireworks Display Site.

II. The Performance of Firework Display:

1. Display Operator agrees to perform the Fireworks Display, as described in the attached Proposal, on the date of **JULY 3, 2026**, or on the Rain Date identified in paragraph V below.
2. The performance of Fireworks Display shall take place at **1381 BIG BEND ROAD, TWIN OAKS, MO 63021** and shall commence at such time as Display Operator determines that there is adequate darkness, the Fireworks Display Site is secure, and the conditions are safe to proceed.

3. It is agreed that, should unsafe conditions arise during the performance of the Fireworks Display, the Display Operator may halt the display. The Display Operator may resume the Fireworks Display if/when Display Operator determines safe conditions are restored.

III. **Display Operator's Responsibilities:** The responsibilities of the Display Operator under this Contract are as follows:

1. To produce to Client a valid insurance certificate, procuring liability insurance coverage in the amount of Five Million Dollars (\$5,000,000.00). The insurance certificate shall list Client as an additional insured. If the property at which the Fireworks Display is to be performed is not owned by Client, the owner of such property shall be listed as an additional named insured. **The liability insurance coverage provided by this insurance shall be limited to liability caused by the Display Operator that is directly related to the services and responsibilities to be undertaken by Display Operator under subparagraphs 2, 3, and 4 below.** To the fullest extent permitted by law, the Display Operator agrees to defend with counsel selected by the Client, and indemnify and hold harmless the Client, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, 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 Client or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Display Operator, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Display Operator under the terms of this agreement. The Display Operator shall not be liable for any loss or damage attributable solely to the negligence of the Client.
2. To provide all of the following services:
 - a. Set-Up of Fireworks Display.
 - b. Operation of Fireworks Display.
 - c. Tear-Down of Fireworks Display.
3. To provide the following services which have been initialed by both parties:

- a. ____/_CD_ To obtain a Fireworks Display Permit or other required governmental authorization to conduct the Fireworks Display.
- b. ____/____ To provide security services for the Fireworks Display Site before, during, and after the Fireworks Display and at all times when Display Operator's equipment and the fireworks are upon the Fireworks Display Site.
- c. ____/____ To provide security services for the spectators attending the Fireworks Display.
- d. ____/CD__ To design and produce Fireworks Display choreography.
- e. ____/____ To provide an audio/sound system.
- f. ____/_CD_ Clean-Up of Fireworks Display.
- g. ____/_CD__ To responsibly dispose of the trash collected in the Clean-Up of the Fireworks Display Site

If a specific service described in this subparagraph 3 is not initialed, it will not be provided by the Display Operator.

- 4. To fulfill all of the above-described responsibilities and perform all of the services identified in this paragraph III, in compliance with all federal, state, and local governmental laws and regulations.

IV. **Client's Responsibilities:** The responsibilities of the Client under this Contract are as follows:

- 1. In consideration for the services to be performed by Display Operator hereunder, Client agrees to pay Display Operator the total sum of **TWENTY-SIX THOUSAND** dollars (**\$26,000**)
 - a. Upon the full execution of this Contract, the sum of **THIRTEEN THOUSAND** dollars (**\$13,000**)
 - b. The remaining balance is to be paid by June 3, 2026.

2. Client agrees to provide the following services which have been initialed by both parties:
 - a. ____/____ To obtain a Fireworks Display Permit or other required governmental authorization to conduct the Fireworks Display.
 - b. ____/CD__ To provide security services for the Fireworks Display Site before, during, and after the Fireworks Display and at all times when Display Operator's equipment and the fireworks are upon the Fireworks Display Site.
 - c. ____/CD__ To provide security services for the spectators attending the Fireworks Display.
 - d. ____/CD__ To provide an audio/sound system.
 - e. ____/____ To responsibly dispose of the trash collected in the Clean-Up of the Fireworks Display Site.

Display Operator shall have no responsibility or liability for the performance of the above responsibilities initialed by the parties.

3. To the extent Client is not shielded by Missouri's law affording it sovereign immunity, Client agrees to indemnify and hold harmless Display Operator from any and all negligence claims brought in lawsuits against Display Operator for any and all accidents or incidents resulting from the acts of omissions of the Client.
4. To the extent Client is not shielded by Missouri's law affording it sovereign immunity, Client shall be responsible for any and all Client's act or omissions resulting in injuries to the Display Operator's employees and subcontractors or resulting in damages to Display Operator's property and/or the property of the Display Operator's employees and subcontractors.

V. **Rain Date:** The parties agree that, in the event Display Operator determines that weather conditions require the postponement of the Fireworks Display, the Rain Date will be the **6th** day of **JULY** at the same location. If the Display Operator determines that weather conditions on the Rain Date are such as to require a further delay, the parties will agree to a secondary Rain Date. The Display Operator will incur out-of-pocket costs and

expenses in the event the Fireworks Display is postponed due to adverse weather conditions. Twenty-four (24) hour-a-day on-site security will be required, as well as ongoing employee and contractor expense. If the display is not able to occur on July 3 or July 6, 2026, for any reason, the Parties shall come to a mutually agreeable date that is within one (1) year of July 4, 2026. If postponing the Fireworks Display to the agreed upon Rain Day, or secondary Rain Day, requires the Display Operator to Tear-Down the Display and re-Set-Up the Display, the parties agree that the reimbursable costs and expenses to be incurred by Display Operator will not exceed the amount of twenty percent (20%) of the contract amount.

VI. **Cancellation of Fireworks Display:**

1. If Client cancels the Fireworks Display at a date more than ninety (90) days before the scheduled date of the Fireworks Display, there will be no cancellation fee charged, and any deposit made will be refunded to Client.
2. If Client cancels the Fireworks Display at a point in time more than sixty (60) days before the scheduled date of the Fireworks Display, but less than ninety-one (91) days before the scheduled date, the cancellation fee will be ten percent (10%) of the full contract price.
3. If Client cancels the Fireworks Display at a point in time less than sixty-one (61) days, but more than thirty (30) days before the scheduled date of the Fireworks Display, the cancellation fee will be fifty percent (50%) of the full Contract price.
4. If Client cancels the Fireworks Display at a date which is thirty (30) or fewer days before the scheduled date of the Fireworks Display, the full amount of the Contract price will become due and payable.

Any deposit payment made by Client in excess of the above cancellation fees will be refunded to Client.

Client acknowledges that if Client should cancel the Fireworks Display at a point in time less than ninety-one (91) days prior to the scheduled Fireworks Display, it is almost a certainty that Display Operator will be unable to schedule a fireworks display with another client. Client acknowledges further that, beginning ninety (90) days before the Fireworks Display, Display Operator will be expending funds in preparation for the Fireworks Display by entering into contracts for the transportation of fireworks and equipment, and with its subcontractors for assistance with the Fireworks Display. The parties agree that it would be impractical or extremely difficult to fix the actual amount of the damages to the sustained

by Display Operator in the event of a cancellation of this Contract by Client at a point in time less than ninety-one (91) days before the scheduled date. The parties agree that the estimated cancellation fees provided for herein are fair and reasonable.

- VII. **Remedies:** The parties agree that, in any lawsuit brought to enforce the terms of this Contract, the prevailing party shall be entitled to receive, as part of its judgment, an award of its attorney fees, as deemed reasonable by the court, together with all of its litigation costs, including court costs, fees for the service of process, travel expenses, witness fees, copy expense, court reporter fees for depositions and in court testimony, video deposition expense, transcripts and postage.
- VIII. **Complete Agreement:** This Contract, including the attached Proposal, constitutes the entire agreement between the parties. No oral promises, commitments, or agreements made by either party before or after the execution of this Contract shall be binding upon them. Any amendments, changes, or modifications to the terms set forth in this Contract must be reduced to writing and signed by both parties before said changes become binding.

Executed by the parties on the date or dates set forth opposite their names.

Display Operator
ARC Pyrotechnics, Inc.

Date: _____

By: _____

CHRISTINE DOWERS

Office Manager

Client

CITY OF TWIN OAKS

Date: _____

By: _____

Printed name: _____

Title: _____



Exhibit A

Customer Name: City of Twin Oaks

Show Number: 14751

Show Date: July 3, 2026

Show Time: Approximately 9:20pm

Proposal:

One Fireworks Display lasting approximately 20-22 minutes.

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

April 15, 2026

Public Works/ Maintenance Up

- Volleyball Court is completed.
- Ordered Tree tags from past Arbor Days and tagged some native trees in the park.
- Goats are scheduled for May 8th at 6 pm
- Cleaned up Golden Oak Ct circles and planted many new plants and a tree.
- Made Tree City signs and hung them anywhere there is a Welcome to Twin Oaks sign is.
- Added new plants at the Boly entrance for a pop of color
- Had an electrician fix and maintain some electrical issues we were having in the park and at the Bellhouse
- Met with Ideal Landscape for maintenance of the playground, we are planning on fixing some of the areas where the rubber is puling away from the concrete. Should be getting a bid shortly.

City Administrator's Report
City of Twin Oaks, Board of Aldermen
April 15, 2026

Administrative Updates

- Municipal election results - Joe Krewson and Tim Stoeckl re-elected
- ADA website compliance project underway; all PDFs must be updated
- Light pole damage due to single vehicle accident on 4/9; Jake working on repair
- Goat landscaping set for May 8th - mid May, end date TBD

Project Status Updates

Park Access Pedestrian Improvement Project (park grant)

- Well under budget
- Contacted Municipal League to discuss options for pursuing the second phase of the project (turnaround)
- BFA working on bid documents

Park Lighting Upgrade Project

- Voss update as of 4/10 - boring scheduled for second week in May

Meramec Station Sidewalk Connector (TAP Grant)

- GBA working on project scope documents