

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS CITY HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, APRIL 15, 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
- Mayor Russ Fortune

Absent:

- Alderman Lisa Eisenhauer

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 three ayes and one absent.

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 April 1, 2026, Bills List from March 28, 2026, to April 10, 2026, and Credit Card statement for March 2026.

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

Moved by: Alderman Crawford
Seconded by: Alderman Krewson
Vote: Motion approved by three ayes and one absent.

REPORT OF COMMITTEES/COMMISSION/CONTRACTORS

Financial Consultant Dave Watson presented the March 2026 financial report, reviewing cash on hand, fund balances, revenues, and expenditures. He reported that the City's cash balance increased to approximately \$2.7 million. Revenues were higher than last year due mainly to the timing of property tax payments, while sales tax remained steady. Overall expenses were lower than in the same period last year, with some increases in park maintenance and decreases in resident services due to less snow removal. The city brought in about \$230,000 more than it spent during the quarter, remaining in line with the 2026 budget.

Park Committee Report: Cindy Cornelius reported that the Easter Egg Hunt was well attended and received positive feedback despite the weather. She reviewed upcoming events, including Arbor Day on April 21, Movie Night scheduled for May 15, and the Goat Parade on May 8. Cindy also presented a request to increase the Family Fun Day budget to \$7,617 to add additional activities. With sufficient funds already budgeted, the Board supported the proposal while keeping food offerings simple.

OLD BUSINESS

No old business.

NEW BUSINESS

Resolution No. 2026-07: A Resolution Approving a Subscription to the Userway Accessibility Solution for the City of Twin Oaks Website. Administrator/Clerk Milne explained that the subscription will provide the necessary enhancements to bring the City's website into ADA compliance. The addition of an ADA widget will give users access to a range of accessibility features, ensuring the site is usable for all residents.

Motion: to approve Resolution No. 2026-07.

Moved by: Alderman Stockel
Seconded by: Alderman Crawford
Vote: Motion approved by three ayes and one absent.

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.

- **Motion:** to approve Resolution No.2026-08

Moved by: Alderman Crawford
Seconded by: Alderman Krewson
Vote: Motion approved by three ayes and one absent.

Resolution No. 2026-09: A Resolution Approving an Agreement with ARC Pyrotechnics, Inc. For Fireworks Display Services.

- **Motion:** to approve Resolution No.2026-09
Moved by: Alderman Krewson
Seconded by: Alderman Stoeckl
Vote: Motion approved by three ayes and one absent.

DISCUSSION ITEMS

No Discussion Items.

ATTORNEY'S REPORT

City Attorney Paul Rost reported that the Missouri Legislature is in the final month of the 2026 session and asked the Board to watch for updates from the Missouri Municipal League (MML) regarding pending legislation.

PUBLIC WORKS REPORT

Public Works Supervisor Jake Kemper reported on ongoing maintenance and improvement efforts throughout the park. He noted that the sod is well established, new landscaping has been completed, and commemorative tree tags for Arbor Day plantings have been installed. He noted the playground surface needs repairs, with additional quotes being obtained. The pond bridge, along with several wooden fences and benches, will need staining. Jake also mentioned fewer geese at the lake and ongoing vandalism concerns, particularly with the fish food feeder, which is currently out of service.

ADMINISTRATOR/CLERK REPORT

Administrator/Clerk April Milne reported on several ongoing City matters. She noted that one of the city's streetlights was damaged and globe replacements are being addressed, as original parts are discontinued, additionally staff are exploring a new vendor or repurposing a less critical light pole.

She also provided an update on ADA compliance efforts, stating that staff are working to convert scanned PDFs and documents into accessible formats.

Ms. Milne informed the Board that the City's insurance carrier now requires formal training for the Planning & Zoning Commission and Board of Adjustment. A joint training session is scheduled for Tuesday, May 26, 2026, from 6:30–9:00 p.m., which will also include the election of chairpersons. Attendance is mandatory for all members.

Finally, she reported on Phase Two of the Park Lighting, noting communication issues with the contractor. The electrical subcontractor expects work to begin either Monday or in early May, with the general contractor targeting the first week of May. Staff will continue to monitor progress.

MAYOR AND ALDERMEN COMMENTS

Mayor Russ Fortune expressed his excitement over the community attendance at the Easter Egg Hunt despite the weather.

FINAL CITIZEN COMMENTS

No citizen comments.

CLOSED SESSION

Notice is hereby given that pursuant to Chapter 610, Section 610.021 of the Revised Statutes of Missouri (the Missouri Open Meetings and Records Law) and subject to a motion duly made and adopted by roll call vote, the Board of Aldermen will hold a closed meeting for the purpose of dealing with matters relating to the following: Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

- **Motion:** To move into Closed Session
Moved by: Alderman Stoeckl
Seconded by: Alderman Crawford
Vote: Alderman Eisenhower-absent
Alderman Krewson-yes
Alderman Crawford-yes
Alderman Stoeckl-yes

The Board moved into Closed Session at 7:00 pm

ADJOURNMENT

The Board returned to open session at 7:19 pm. There being no further business a motion was made to adjourn the regular meeting.

- **Motion:** To adjourn the meeting
Moved by: Alderman Crawford
Seconded by: Alderman Krewson
Vote: Motion approved by three ayes and one absent.

The regular meeting was adjourned at 7:19 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							
April 11, 2026 to May 1, 2026							
Check No.	Billing Name	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
13500	St. Louis County Treasurer	4/6/2026	occupancy inspection for apt 335, 451	T04062600055003	\$150.00		5/6/2026
		4/12/2026	occupancy inspection for apt 333, 435, 456, 549, 321, 416	T04122600055003	\$450.00	\$600.00	5/6/2026
13501	Alternative Rain Irrigation Service	4/15/2026	marking of mainline irrigation from bathroom to lower gate	23723	\$138.00	\$138.00	5/6/2026
13502	Arc Pyrotechnic's Inc	4/17/2026	deposit for 2026 fireworks display	2026 deposit	\$13,000.00	\$13,000.00	5/6/2026
13503	Game World Event Services	4/20/2026	deposit for Family Fun Day 2026	2026 deposit	\$1,778.00	\$1,778.00	5/6/2026
13504	Guarantee Electrical Construction	4/23/2026	lighting fix for the comfort station	201215	\$832.65	\$832.65	5/6/2026
13505	FunFlicks Outdoor Movies	4/27/2026	final payment for 5-15-26 movie night	56717553	\$398.00	\$398.00	5/6/2026
13506	Lake Management Services, Inc.	4/16/2026	upper and lower pond treatment	20152	\$332.00	\$332.00	5/6/2026
13507	DEKA Services	4/10/2026	spring maintenance for HVAC system	47061797	\$503.00	\$503.00	5/6/2026
13508	St. Louis County Treasurer	4/1/2026	Court Reimbursed Costs Program for March	171558	\$149.25		
		3/2/2026	Court Reimbursed Costs Program for February	171059	\$37.25	\$186.50	5/6/2026
13509	J&B Franchise Venture, Inc	5/1/2026	park comfort station cleaning	313679	\$227.00		
			city hall cleaning	313678	\$310.00	\$537.00	5/6/2026
13510	Harvey's Services Inc	4/30/2026	lawn mowing for the city	40538	\$4,028.22	\$4,028.22	5/6/2026
Autopay	MSD	4/8/2026	service dates: 02-28 to 03-31-city hall	1219399-1	\$66.36	\$66.36	4/28/2026
Autopay	Ba-sys	4/10/2026	credit card monthly fee	MI10223073	\$15.00	\$15.00	4/13/2026
Autopay	AT&T	4/6/2026	service dates: 04-07 to 05-06-city hall		\$201.28	\$201.28	4/28/2026
ACH	Brain Mill	4/15/2026	monthly service plan-April	222448	\$1,218.00	\$1,218.00	5/4/2026
Autopay	Ameren	4/23/2026	service dates: 3-23- to 4-21-50 Crescent	2123	\$61.02	\$61.02	5/14/2026
Autopay	Ameren	4/23/2026	service dates: 3-23- to 4-21-city hall	8004	\$1,058.47	\$1,058.47	5/14/2026
Autopay	Ameren	4/23/2026	service dates: 3-23- to 4-21-water pump	7008	\$17.84	\$17.84	5/14/2026
Autopay	Ameren	4/23/2026	service dates: 3-23- to 4-21-big bend & 141	9007	\$70.98	\$70.98	5/14/2026
Autopay	Ameren	4/23/2026	service dates: 3-23- to 4-21-Park lighting	5112	\$457.95	\$457.95	5/14/2026
Autopay	Verizon	4/5/2026	service dates from 3-6 to 4-5	6140340757	\$189.73	\$189.73	4/27/2026
Autopay	MSD	4/27/2026	service dates: 2-28 to 3-31-50 Crescent	0813150-0	\$39.06	\$39.06	5/18/2026
ACH	Gateway Disposal, LLC	4/30/2026	contract billing for April	64X00002	\$5,783.36	\$5,783.36	5/31/2026
Autopay	Spire	4/28/2026	service dates: 3-27 to 4-27-50 Crescent	90361	\$40.54	\$40.54	5/13/2026
Autopay	Spire	4/27/2026	service period 3-26 to 4-24-city hall	3056	\$77.34	\$77.34	5/7/2026
Autopay	Visa	4/30/2026	April billing statement	BH05831293	\$7,077.57	\$7,077.57	5/21/2026
					\$38,707.87	\$38,707.87	
			Alderman				
			Alderman				

RESOLUTION No. 2026-10

A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN ACCEPTING THE ABSTRACT OF THE CITY ELECTION HELD ON APRIL 7, 2026, AS RETURNED TO THE CITY BY THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY.

WHEREAS, a true and correct abstract of the Twin Oaks general municipal election held April 7, 2026 (the “General Election”), was certified and returned by the St. Louis County Board of Election Commissioners to the City of Twin Oaks (“Election Results”) attached as Exhibit 1 and incorporated herein by reference; and

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

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

Section 1. The Election Results, accepted hereby, demonstrate that that the following candidates were elected to the BOARD OF ALDERMEN at the General Election to fulfill two (2) year terms to serve until their successors shall have been elected or appointed and qualified:

Aldermen: Joe Krewson
Tim Stoeckl

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 6th DAY OF MAY 2026, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

April Milne, City Administrator

Exhibit 1

ROBERT L. CHAMBERS
Chair

MARSHA E. HAEFNER
Commissioner

RICK STREAM
Director of Elections

Saint Louis
COUNTY
ELECTION BOARD

PATRICIA YAEGER
Secretary

FLORENCE HILL
Commissioner

ERIC FEY
Director of Elections

MEMORANDUM

TO: Entities Involved in the April 7, 2026 General Municipal Election

FROM: Rick Stream and Eric Fey
Directors of Elections

DATE: April 15, 2026

RE: Official Certification

Enclosed you will find a copy of the official certification of the election results and affidavits of publication for your election as submitted to the voters of your district on April 7, 2026. If you had a bond issue on the ballot, there is also a ballot page for you to submit to the Department of Revenue.

If we can be of further assistance, please feel free to contact us.

BOARD OF ELECTION COMMISSIONERS

725 Northwest Plaza Drive • St. Ann, MO 63074 • PH 314/615-VOTE • FAX 314/615-1999
Relay MO 711 or 800-735-2966 • web www.stlouiscountymovotes.gov

Official Results
 Registered Voters
 92362 of 650652 = 14.20%
Polling Places Reporting
 197 of 197 = 100.00%

ST. LOUIS COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION

4/7/2026
 Page 101

Cumulative Results Report
 Election Night
 Run Time 10:09 AM
 Run Date 04/15/2026

CITY OF TWIN OAKS - ALDERMAN - Two Year Term, Vote for up to TWO

Polling Places		Voters	
Counted	Total	Ballots	Registered
197	197	83	391
	100.00%		21.23%

Choice	Party	Consolidated Results	Total
TIM STOECKL		58 42.65%	58 42.65%
JOE KREWSON		56 41.18%	56 41.18%
JOHN CHEREJI		22 16.18%	22 16.18%
Cast Votes:		136 100.00%	136 100.00%

CITY OF UNIVERSITY CITY - MAYOR - Four Year Term, Vote for ONE

Polling Places		Voters	
Counted	Total	Ballots	Registered
197	197	4,125	22,680
	100.00%		18.19%

Choice	Party	Consolidated Results	Total
TERRY CROW		2,163 52.81%	2,163 52.81%
BWAYNE SMOTHERSON		1,933 47.19%	1,933 47.19%
Cast Votes:		4,096 100.00%	4,096 100.00%

WE, THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, ACTING AS THE VERIFICATION BOARD PURSUANT TO 115.507, RSMo, HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT ABSTRACT OF VOTES CAST AT THE GENERAL MUNICIPAL ELECTION HELD IN ST. LOUIS COUNTY, MISSOURI, ON APRIL 7, 2026. IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HAND AT OUR OFFICE IN ST. ANN, ST. LOUIS COUNTY, MISSOURI, ON APRIL 15, 2026.



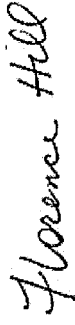
ROBERT CHAMBERS, CHAIRMAN



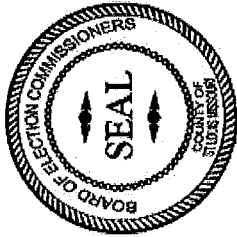
PATRICIA YAEGER, SECRETARY



MARSHA HAEFNER, COMMISSIONER



FLORENCE HILL, COMMISSIONER





CITY OF TWIN OAKS POLICE ACTIVITY REPORT April 2026

Radio CFS:	31
Self-Initiated Assignments:	140
Police Reports Written:	8
Total Traffic Stops:	12

Arrests:

Felony	0
Misdemeanor	1 (DWI)
Summons (Arrest Notification)	0

Auto Accidents:

Injury	0
Non-Injury	2

Locations: MO Hwy 141 at Big Bend Rd, Meramec Station Rd and Big Bend Rd

Crimes Reported:	3
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(Stealing at 1391 Big Bend RD, (2)Domestic Assault, Trespassing on Golden Oak Ct)

Patrol Bicycle Program:	20.5 hours
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A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GAME WORLD EVENT SERVICES, 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 Game World Event Services, LLC (“Contractor”) for various services and rental relating to Family Fun Day 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 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 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. 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 6TH DAY OF MAY 2026, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

April Milne, City Administrator/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 **Game World Event Services, LLC** hereinafter referred to as "Contractor," with a business mailing address of 1866 Summitview Drive, St. Charles, Missouri 63303;

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for delivery, setup, and rental of various items for Family Fun Day in Twin Oaks Park on **Saturday, June 13, 2026**, from 1:00 P.M. to 4:00 P.M. (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

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

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Project of City: *Family Fun Day*

Except as expressly specified herein, Contractor hereby agrees to rent and provide related services to the City for the setup and operation of the amusement equipment, including any and all supplies, supervision, labor, skill, materials, equipment, and apparatus needed for proper completion of such services, which are more particularly described in the proposal attached as **Exhibit A**, incorporated herein (the "Services").

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, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, including the Proposal attached hereto as **Exhibit A**. If there is any conflict between the City's General Conditions (attached hereto and incorporated herein by reference) and the Proposal attached as **Exhibit A**, this Agreement and its General Conditions shall prevail.

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 as follows:

V4 Bungee Trampoline w/ Staff	\$ 1,500.00
Wizzer w/ Staff	\$ 900.00
40' Kiddie Crawl Train w/ Staff	\$ 600.00
Trackless Train w/ Operator	\$ 750.00
Small Bounce House w/ Staff	\$ 300.00
4 Generators	\$ 1,000.00
Extreme Ball w/ Staff	\$ 450.00

Crazy Fun Foam (2 hours) 2-4PM	\$ 650.00
Inspection Fee	\$ 362.00
Delivery	<u>\$ 600.00</u>
Total	<u>\$ 7,112.00</u>

III. TIME AND MANNER OF PAYMENTS

The City shall pay a flat fee for the Services with the City making an initial deposit of twenty-five percent (25%) of the fee for the Services (\$1,778.00) at the time of execution of this Agreement and the balance of \$5,334.00 due three (3) days prior to delivery of equipment.

IV. CONTRACT SCHEDULE

Time is of the essence. Contractor shall deliver and set up the items listed in the Proposal on Saturday June 13, 2026, prior to St. Louis County inspection scheduled between 11:30 A.M. and 12:30 P.M. Contractor will strike immediately after 4:00 P.M.

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

GAME WORLD EVENT SERVICES, LLC

CITY OF TWIN OAKS

By: _____

By: _____

Mayor

Its: _____

Dated: _____

Dated: _____

Attest: _____

City Clerk

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

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

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

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

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

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

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



CONTRACT FOR SERVICES

CLIENT	CITY OF TWIN OAKS – ANNUAL FAMILY FUN DAY																			
DATE/TIMES	SATURDAY, JUNE 13, 2026 *** REVISED 4-16-2026 1:00 PM – 4:00 PM																			
LOCATION	1381 BIG BEND ROAD BALLWIN, MO 63021 TO BE SET UP BEHIND CHURCH, IN THE PARK																			
DELIVERY/SET/STRIKE TIMES	ST LOUIS COUNTY INSPECTION BETWEEN 11:30 AND 12:30 PM STRIKE IMMEDIATELY AFTER																			
ACTIVITY & PRICES	<table border="0"> <tr> <td>V4 BUNGEE TRAMP W/ STAFF</td> <td>\$ 1500.00</td> </tr> <tr> <td>WIZZER W/ STAFF</td> <td>\$ 900.00</td> </tr> <tr> <td>40' KIDDIE CRAWL TRAIN W/ STAFF</td> <td>\$ 600.00</td> </tr> <tr> <td>TRACKLESS TRAIN W/ OPERATOR</td> <td>\$ 750.00</td> </tr> <tr> <td>SMALL BOUNCE HOUSE W/STAFF</td> <td>\$ 300.00</td> </tr> <tr> <td>EXTREME T BALL W/ STAFF</td> <td>\$ 450.00</td> </tr> <tr> <td>(4) GENERATORS</td> <td>\$ 1000.00</td> </tr> <tr> <td>CRAZY FUN FOAM (2 HOURS) 2-4 PM</td> <td>\$ 650.00</td> </tr> <tr> <td colspan="2">(must have a water source 50' and a 3-prong outlet within 100')</td> </tr> </table>		V4 BUNGEE TRAMP W/ STAFF	\$ 1500.00	WIZZER W/ STAFF	\$ 900.00	40' KIDDIE CRAWL TRAIN W/ STAFF	\$ 600.00	TRACKLESS TRAIN W/ OPERATOR	\$ 750.00	SMALL BOUNCE HOUSE W/STAFF	\$ 300.00	EXTREME T BALL W/ STAFF	\$ 450.00	(4) GENERATORS	\$ 1000.00	CRAZY FUN FOAM (2 HOURS) 2-4 PM	\$ 650.00	(must have a water source 50' and a 3-prong outlet within 100')	
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(must have a water source 50' and a 3-prong outlet within 100')																				
INSPECTION FEE	\$ 362.00																			
DELIVERY	\$ 600.00																			
CLIENT RESPONSIBILITIES	CLIENT TO PROVIDE WATER SOURCE WITH IN 50' FOR THE FOAM ALONG WITH A 3 PRONG OUTLET																			
	<p>COUNTY INSPECTION IF AN INSPECTION IS REQUIRED AND YOUR EVENT GETS CANCELLED YOU MUST NOTIFY GW AT LEAST 4 HOURS BEFORE THE INSPECTION TIME ON THE DAY OF THE EVENT OR IF YOUR EVENT IS ON A WEEKEND, YOU MUST NOTIFY GW ON THE FRIDAY BEFORE THE WEEKEND EVENT BY 1:00 PM: COUNTY INSPECTION FEES ARE NON-REFUNDABLE, PER THE COUNTY NOT GW: see terms & conditions for weather.</p>																			
GW EVENTS CONTACT	SHERRYE BOND 618-795-9600 (skyeesp@aol.com)																			
CLIENT CONTACT	City Atty. Paula Dries 636.225.7873 (pdries@cityoftwinoaks.com) PAULA CELL day of event contact 314.249.8939																			
PAYMENT TERMS	25% DEPOSIT DUE ON ACCEPTANCE OF CONTRACT. BALANCE DUE 3 DAYS PRIOR TO DELIVERY																			
TOTAL PRICE	\$ 7112.00																			
	Sherrye Bond																			

Sherrye Bond	2026	CITY OF TWIN OAKS
GAME WORLD EVENT SERVICES		

*PLEASE SIGN AND RETURN: **YOUR DATE IS NOT SECURE WITH OUT A SIGNED CONTRACT**

**MAKE CHECKS PAYABLE TO "GAME WORLD EVENT SERVICES"
1866 SUMMITVIEW DRIVE * ST. CHARLES, MO 63303
OFFICE: 636-724-8800 FAX: 636-764-0569
GWEVENTSERVICES.COM

******* IF RAIN IS IN THE FORECAST!!!!!!!!!! BOTH PARTIES NEED TO COORDINATE
WITH EACH OTHER BY PHONE WITHIN 1 DAY OF THE EVENT TO DETERMINE IF THE
EVENT IS GOING TO BE CANCELLED OR RESCHEDULED.**

**IF CLIENT CHOOSES TO CONTINUE WITH PARTY AND RAIN OCCURS THERE WILL BE A
\$ 250.00 AND UP CLEANING FEE DEPENDING ON THE NUMBER OF WET INFLATABLES.**

** Gratuities are not included in price. Gratuities are voluntary and at your discretion.



TERMS & CONDITIONS

THIS CONTRACT IS MADE AND ENTERED INTO BY AND BETWEEN GAME WORLD EVENT SERVICES, LLC, HEREAFTER KNOWN AS LESSOR, AND CITY OF TWIN OAKS, HEREAFTER KNOWN AS LESSEE.

SITE/ELECTRICAL REQUIREMENTS THE LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS TO HAVE THE EVENT SITE AVAILABLE AT THE SPECIFIED DELIVERY TIME FOR THE LESSOR'S EQUIPMENT, AND THE LESSEE WILL MAKE LESSOR AWARE OF UNDERGROUND LINES OR IRRIGATION SYSTEMS IF APPLICABLE. THE LESSEE IS RESPONSIBLE FOR PROVIDING APPROPRIATE ELECTRICAL POWER UNLESS OTHERWISE NOTED ON THE AGREEMENT. ALL ITEMS REQUIRING ELECTRICAL POWER MUST BE POSITIONED WITHIN 100 FEET OF THE POWER SOURCE.

WEATHER POLICY GW EVENTS RESERVES THE RIGHT NOT TO PERFORM OUTDOOR ENGAGEMENTS WHEN, IN GW EVENTS' JUDGEMENT, WEATHER CONDITIONS WOULD BE DETRIMENTAL TO GW EVENTS' EQUIPMENT OR TO THE SAFETY OF THE EQUIPMENT OR THE GUEST. AN INDOOR BACK-UP LOCATION IS ENCOURAGED IF POSSIBLE. IN THE EVENT A CLIENT DECIDES TO PROCEED WITH THE EVENT AFTER BEING ADVISED ABOUT INCLEMENT WEATHER, CLIENT IS RESPONSIBLE FOR PAYING IN FULL AS WELL AS PAYING 20% OF ORIGINAL AMOUNT PER ITEM, AS A CLEAN-UP FEE.

CANCELLATION/POSTPONEMENT IF AN EVENT IS CANCELLED OR POSTPONED, 100% OF THE DEPOSIT, LESS ANY DELIVERY AND PRODUCTION EXPENSES INCURRED FOR THE EVENT, WILL BE CREDITED TO A FUTURE EVENT IF RESCHEDULED WITHIN TWELVE MONTHS OF THE ORIGINAL EVENT DATE: THE RESCHEDULED DATE MUST BE AGREED UPON BY BOTH PARTIES. THE DEPOSIT WILL BE FORFEITED IF THE EVENT HAS NOT BEEN RESCHEDULED WITHIN THE TWELVE-MONTH PERIOD. IF ANY EQUIPMENT HAS BEEN OFFLOADED FROM GW EVENTS' DELIVERY VEHICLE TO THE EVENT SITE, AND THE EVENT IS CANCELLED, THE REMAINING CONTRACT AMOUNT SHALL BE DUE AND PAYABLE.

SPECIAL PROVISIONS IN THE EVENT OF EARLY START OR EXTENDING EVENT TIMES OUTSIDE OF TIMES CONTRACTED, GW EVENTS REQUIRES 10% (PER HALF HOUR) ADDITIONAL FEE ON ALL ACTIVITIES AND OR STAFF INVOLVED. IF EARLY SETUP IS NECESSARY, A FEE WILL BE CHARGED FOR EACH HOUR PRIOR TO THE NORMAL SET TIME. GAME WORLD RESERVES THE RIGHT TO SUBSTITUTE ITEMS IF NEEDED DUE TO CIRCUMSTANCES BEYOND OUR CONTROL WITH ITEMS OF EQUAL OR GREATER VALUE.

ASSUMPTION OF RISKS/LIABILITY LIABILITY RELEASE THE CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE ACTIVITY/ACTIVITIES TO BE ENGAGED IN THROUGH THE RENTAL OF INTERACTIVE AMUSEMENT GAMES AND/OR OTHER AMUSEMENT EQUIPMENT BRINGS WITH IT BOTH KNOWN AND UNANTICIPATED RISKS TO ITS GUESTS, ITS INVITEES AND ITSELF. THOSE RISKS INCLUDE, BUT ARE NOT LIMITED TO FALLING, SLIPPING, CRASHING, AND COLLIDING WHICH COULD RESULT IN INJURY, ILLNESS, DISEASE, EMOTIONAL DISTRESS, DEATH, AND/OR PROPERTY DAMAGE TO THE CLIENT, ITS GUESTS AND INVITEES. GAME WORLD EVENT SERVICES, LLC CARRIES COMMERCIAL GENERAL LIABILITY INSURANCE PROTECTING ITS OWN OPERATION. CLIENT ASSUMES ALL RISKS FROM THE ACTIVITY. THE CLIENT VOLUNTARILY RELEASES, INDEMNIFIES AND AGREES TO HOLD HARMLESS AND DISCHARGE GAME WORLD EVENT SERVICES AND ITS REPRESENTATIVES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS ACTION OR RIGHTS OF ACTIONS, INCLUDING ATTORNEY'S FEES TO DEFEND, WHETHER PERSONAL TO ITSELF OR TO A THIRD PARTY WHICH ARE RELATED TO, ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE RENTAL OF THE INTERACTIVE AMUSEMENT OR THE ACTIVITY TO BE ENGAGED IN RELATED THERETO, UNLESS GAME WORLD EVENT SERVICES, LLC HAS BEEN PROVEN TO BE NEGLIGENT. IN THE EVENT OF A DISPUTE REGARDING, ARISING OUT OF, OR IN CONNECTION WITH THE BREACH, ENFORCEMENT, OR INTERPRETATION OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY APPEALS, FEDERAL BANKRUPTCY PROCEEDINGS, RECEIVERSHIP OR INSOLVENCY PROCEEDINGS, REORGANIZATION, OR OTHER PROCEEDINGS, THE LESSOR SHALL BE ENTITLED TO RECOVER FROM THE CLIENT ITS REASONABLE ATTORNEY'S FEES AND COURT COSTS, INCURRED IN CONNECTION THEREWITH, INCLUDING APPEALS, AS DETERMINED BY THE COURT IN SUCH ACTION OR SUIT.

PAYMENT A 25% NON-REFUNDABLE DEPOSIT SHALL BE DELIVERED TO GAME WORLD EVENT SERVICES, LLC UPON SIGNING OF THIS CONTRACT, UNLESS OTHER PAYMENT ARRANGEMENTS HAVE BEEN OUTLINED. THE BALANCE OF THE CONTRACT IS DUE UPON DELIVERY OF EQUIPMENT (OR PRIOR TO THE EVENT DATE). PAYMENT CAN BE MADE BY CASH, CHECK OR CREDIT CARD. **IF CLIENT CHOOSES TO PAY BY CREDIT CARD, A 3% FEE WILL BE ADDED TO EACH TRANSACTION.**

SIGNATURE

DATE

A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING AND AUTHORIZING AN AGREEMENT WITH BRITTNIE SELBERT/GATEWAY YOGA FOR YOGA INSTRUCTION AT CITY HALL

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter an agreement on behalf of the City of Twin Oaks with Brittnie Selbert/Gateway Yoga (“Instructor”) for yoga instruction classes 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. Instructor shall comply with 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 (a) a Missouri driver's license, (b) any “documentary evidence recognized by the department of revenue when processing an application for a driver's license,” or (c) “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 6TH DAY OF MAY 2026, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

Russ Fortune, Mayor

Attest:

April Milne, City Administrator/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 **Brittnie Selbert**, hereinafter referred to as “Contractor,” with a mailing address of _____; and

WHEREAS, the City desires to provide yoga instruction classes free of charge for its residents on a trial basis to gauge resident interest; and

WHEREAS, Contractor has agreed to provide an initial trial offering of yoga instruction classes at Twin Oaks City Hall, and the City wishes to engage the Contractor to provide such services in accordance with the terms of this Agreement; and

WHEREAS, if the City determines in its discretion that the trial offering is successful, the City shall have the option to extend this Agreement under the same terms and conditions.

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

I. SCOPE OF SERVICES

Contractor’s services are desired for the following: *Yoga at City Hall*

Except as expressly specified herein, Contractor hereby agrees to provide two forty-five (45) minute yoga instruction classes at City Hall, including bringing their own equipment where needed on May 14 and May 28, 2026 (the “Trial Classes”). The City will provide the Contractor with an empty room and access to sound system if desired.

Upon completion of the Trial Classes, the City may, in its sole discretion, extend this Agreement by authorizing additional yoga instruction classes. Any such extension shall be under the same terms and conditions of this Agreement and shall not require execution of a new contract.

If the Agreement is extended, the number of classes offered per month and the specific dates and times of such classes shall be determined by the City from time to time, in coordination with the Contractor. Nothing herein shall be construed to require the City to schedule any minimum number of classes or to continue classes for any specific duration.

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, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

The City shall pay the Contractor \$200.00 per class for each yoga class actually provided. No payment shall be owed for any class not held.

III. TIME AND MANNER OF PAYMENTS

The City shall pay the Contractor \$200.00 per class for each yoga instruction class actually provided and authorized by the City under this Agreement. No payment shall be owed for any class not held.

IV. CONTRACT SCHEDULE

For the Trial Classes, Contractor will be at City Hall on the day of each class from 5 pm to 6:15 pm and each class will last approximately 45 minutes. If the Agreement is extended, the specific dates and times of such classes shall be determined by the City from time to time, in coordination with the Contractor but shall remain 45-minutes in duration and \$200.00 per class.

V. MISCELLANEOUS

For the May 14 and May 28, 2026 trial classes only, the City waives the insurance coverage amounts set forth in the General Conditions.

The Contractor may substitute a comparably qualified instructor with prior notice to the City.

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

Brittnie Selbert

By: _____

Dated: _____

City of Twin Oaks

By: _____

Title: Mayor

Dated: _____

Attest: _____

City Clerk

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

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

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

- **Work Authorization Program.** If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit (attached as Exhibit B) that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.

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

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

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

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

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

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

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

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

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

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

Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

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

Correction Period. Contractor hereby expressly guarantees the aforesaid Services as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all repairs or replacements which may become necessary within said period due to construction defects and nonconformity with the City specifications or contract. The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the 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.

Administrative Updates

- Code Enforcement - Jake has evaluated and compiled a list of nuisance trees; courtesy notices to be sent soon
- Park Maintenance - staff suggesting resume twice per week cleaning service for park restrooms; will be serviced Mondays and Fridays
- Officer Wehner was able to intercept a few e-bike/mini moto riders to explain park rules
- Staff ordered a Cricut machine and heat press to enable us to create Twin Oaks shirts/hats/etc. much more economically
- New insurance carrier requirements - Defensive driving seminar attendance by all staff who operate the City's vehicle; a formal written disaster plan for continuance of government in the event of a catastrophic City emergency.

Project Status Updates

Park Access Pedestrian Improvement Project (park grant)

- Significantly under budget
- We are able to complete both Phase 1 (sidewalk & stormwater) and Phase 2 (turnaround) under this first grant
- BFA working on updated timeline and updated budget incorporating both phases
- Construction likely pushed back until fall
- Evaluating options for second grant application this year to improve the pedestrian entrance from the parking area

Park Lighting Upgrade Project

- Jake is managing the project as it progresses
- Some conduit has been installed along the back of the dam
- Boring scheduled for first week in May
- Park will be closed while they are boring directly adjacent to the playground

Meramec Station Sidewalk Connector (TAP Grant)

- GBA working on project scope documents - no update

Nuisance Trees Report

May1st 2026

1. 2 Golden Oak Court
2. 6 Golden Oak Court
3. 1540 Birnamwoods Trail
4. 1561 Birnamwoods Trail
5. 810 Meramec Station Road
6. 815 1st Street











1500-1504-1508-1512
1516-1520-1524-1528

