

RESOLUTION NO. 2026-05

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN  
APPROVING AN AGREEMENT WITH THE DAVEY TREE EXPERT  
COMPANY FOR THE TREATMENT OF TREES AT THE  
INTERSECTION OF HIGHWAY 141 AND BIG BEND ROAD.**

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

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of "Exhibit 1" attached hereto and incorporated herein, on behalf of Twin Oaks with The Davey Tree Expert Company for tree treatment services to be provided under the terms set forth in Exhibit 1.

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

THIS RESOLUTION WAS PASSED AND APPROVED THE 4<sup>th</sup> DAY OF MARCH 2026,  
BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



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Russ Fortune, Mayor

Attest:



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April Milne, City Administrator

## Exhibit 1



6264 LEMAY FERRY RD  
ST LOUIS MO 63129-2806

CITY OF TWIN OAKS  
1381 BIG BEND RD  
BALLWIN MO 63021-7616

EV

Plant Health Care (PHC) is a holistic view of the plant, its environment and its stressors. An ongoing PHC program takes a proactive approach to keeping your landscape **happy, healthy and green.**

**PLANT**  
HEALTH CARE

## PLANT HEALTH CARE ANNUAL RENEWAL NOTICE

Enclosed you will find your Annual Plant Health Care Program. It has been customized specifically for your property to maximize the benefit of your landscape investment.

Any **Prior Year** services have been automatically scheduled for the upcoming season and appear in the **green** section. This will ensure priority scheduling for your property. **Additional** services we recommend to optimize the health of your property appear in the **yellow** section.

- If you haven't made any changes, no response is required and any scheduled **Prior Year** services will be performed automatically.
- If you'd like to schedule a proposed **Additional** service, please accept it by checking the box. Our automatic renewal will incorporate these services into your program for the following year.
- If you wish to discontinue a scheduled service, contact our office in writing.
- If you have made any changes, sign one copy of this proposal and return it via email or mail.

**NEW** **MyDavey Portal: Manage Your Entire Davey Account Online!**  
Visit [account.davey.com](http://account.davey.com) to get started & easily renew services.

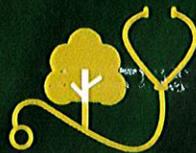


Thomas Beshoar  
Sales Arborist  
(314) 961-5440  
[Tom.Beshoar@davey.com](mailto:Tom.Beshoar@davey.com)

# YOUR TREES OUR PASSION

Our difference is embodied in our dedication to earning industry-leading accreditation and certification and our drive to deliver an exceptional client experience to each and every client.

**STAY IN TOUCH**  
WITH YOUR TREE DOCTOR



Call Our  
Team



Send us  
an Email



Visit us  
Online



**2026 Annual Plant Health Care Program**

CITY OF TWIN OAKS INTERSECTION  
1381 BIG BEND RD  
Ballwin, MO 63021-7616

**Thank You**

We know there are no shortcuts  
to solid relationships!

**Satisfaction Guaranteed**

With the DaveyCare<sup>SM</sup> Guarantee, if you are not satisfied with the care you received, we will work with you to resolve any potential service issues. Please visit our website for terms and conditions.

Quote number:	1364 / 31464	EV
Quote date:	February	2026
Contract number:	481411	
Account number:	1748641	



Want to learn more about your Annual PHC Program Proposal?  
**Scan for Details**

**Return Address:**  
THE DAVEY TREE EXPERT COMPANY  
6264 LEMAY FERRY RD  
ST LOUIS MO 63129-2806

Mail To:

CITY OF TWIN OAKS  
1381 BIG BEND RD  
BALLWIN, MO 63021-7616

**PRIOR YEAR'S SERVICES automatically rescheduled for 2026**

This serves as a reminder of the plant health care services you have previously authorized. You do not need to do anything further to authorize these services. They have been scheduled and we will be out at the appropriate time. Thank you for the opportunity to be of service. If you wish to cancel any of these services, please contact our office in writing.

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
Scale Treatment <i>Treat (120) Bald Cypress trees at intersection for scale.</i>	Early Spring	\$2,971.00		\$2,971.00
Bagworm Treatment <i>Treat (120) Bald Cypress at intersection for Bagworms. Treat Junipers at Town Hall building for Bagworms.</i>	Summer	\$2,699.00		\$2,699.00
Fert w/ Arbor GreenPRO (1yr) <i>Deep Root Feed (120) Bald Cypress at intersection.</i>	Early Spring	\$3,081.00		\$3,081.00
	<b>Total Investment</b>	<b>\$8,751.00</b>	<b>\$0.00</b>	<b>\$8,751.00</b>

The Davey Tree Expert Company  
6264 Lemay Ferry Rd  
St Louis, MO 63129-2806

**Phone:** (314) 961-5440  
**Fax:** (314) 961-8069

<p><b>Your Arborist:</b> <b>Thomas Beshoar</b> Tom.Beshoar@davey.com</p> <p><b>Authorizing Client's Signature:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>Pre-Service Call First Request:</b></p> <p><input type="checkbox"/> Do not call first, do the work as scheduled (this is our default).</p> <p><input type="checkbox"/> Call first, please leave a message</p> <p><input type="checkbox"/> Call first, verbal confirmation required</p> <p><input type="checkbox"/> Email an alert, do the work as scheduled</p> <p><input type="checkbox"/> <u>Please contact me regarding:</u></p> <p>_____</p>	<p>Please confirm the contact information we have on file:</p> <p>Home Phone: (636) 225-7873</p> <p>Work Phone:</p> <p>Mobile Phone: (636) 233-3944</p> <p>Email: administration@cityoftwinoaks.com</p>
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If you would like to automatically charge your credit card or bank account as services are completed, please visit [account.davey.com](http://account.davey.com) to use our online payment system.

## Terms and Conditions

**Evergreen or Automatic Renewal of Services:** Except in New York, California and Connecticut, by signing, I agree that beginning next year and continuing every year thereafter, the company will automatically perform and I will pay for the services outlined in this contract without the need for further action or confirmation on my part. The company will send me a reminder notification every year which will include any price changes which I agree as part of this contract. The company will make suggested service/treatment changes which I can receive by notifying the company to perform these services. If I wish to add, change or cancel any contracted services, it is my responsibility to inform the company of these changes in writing prior to the scheduled service being performed.

### Client Care Guarantee

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

### Tree Care

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

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

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

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

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

### Tree and Shrub Fertilization/Soil Care

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

### Tree and Shrub Plant Health Care

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

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

**DISEASE MANAGEMENT:** Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed. EPA approved materials will be applied in accordance with State and Federal regulations.

### Lawn Care

**FERTILIZER AND MECHANICAL SERVICES:** Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aeration, lime, overseeding, and lawn renovation.

**WEED CONTROL AND PEST MANAGEMENT:** Broadleaf weed control is spot-applied during the active growing periods of the year. It is not broadcast over the entire lawn. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a postemergent application later in the year. Our surface insect management is timed to reduce chinchbugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

### Other Terms and Contract Conditions

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

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

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

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

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

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

**PAYMENT:** We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

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

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



**2026 Annual Plant Health Care Program**

CITY OF TWIN OAKS INTERSECTION  
1381 BIG BEND RD  
Ballwin, MO 63021-7616

**Thank You**

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ST LOUIS MO 63129-2806

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The Davey Tree Expert Company  
6264 Lemay Ferry Rd  
St Louis, MO 63129-2806

Phone: (314) 961-5440  
Fax: (314) 961-8069

Your  
Arborist: **Thomas Beshoar**  
Tom.Beshoar@davey.com

Authorizing  
Client's  
Signature: \_\_\_\_\_

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

- Pre-Service Call First Request:**
- Do not call first, do the work as scheduled (this is our default).
  - Call first, please leave a message
  - Call first, verbal confirmation required
  - Email an alert, do the work as scheduled
  - Please contact me regarding: \_\_\_\_\_

Please confirm the contact information we have on file:

Home Phone: (636) 225-7873  
Work Phone:  
Mobile Phone: (636) 233-3944  
Email: administration@cityoftwinoaks.com

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**PAYMENT:** We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

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

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

**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 **Davey Tree Expert Company**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 6264 Lemay Ferry Rd, St. Louis, MO 63129.

WHEREAS, the Contractor provided the City with the proposal dated February 27, 2026, attached hereto as **Exhibit A** and incorporated herein by reference, for certain tree care services, as described on **Exhibit A** (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

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

**I. SCOPE OF SERVICES**

Contractor's services are necessary for the following Project of City: **Bark Tracing and Deep Root Fertilization for Trees —Big Bend Road and Highway 141.**

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

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

**II. COMPENSATION**

Upon completion of the Work to the satisfaction of the City, and within thirty days (30) days of final written invoice by the Contractor, the City hereby agrees to pay the Contractor an amount not to exceed **\$ 8,751.00** for the Work as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Work.

**III. TIME AND MANNER OF PAYMENTS**

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

**IV. CONTRACT SCHEDULE**

Time is of the essence. The Work will shall be in accordance with the schedule set forth on page 1 of the Proposal. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$50.00 per day as liquated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

**DAVEY TREE EXPERT COMPANY**

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

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

**CITY OF TWIN OAKS**

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

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

Attest:

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

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

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

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

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

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

**Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement. In no instance will the City indemnify Contractor.

**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 a set forth herein, nor are they limited by any other remedies provided in the Contract.

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

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

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

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

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

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

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

## EXHIBIT A Proposal



Mail To:

CITY OF TWIN OAKS  
1381 BIG BEND RD  
BALLWIN, MO 63021-7616

### 2026 Annual Plant Health Care Program

CITY OF TWIN OAKS INTERSECTION  
1381 BIG BEND RD  
Ballwin, MO 63021-7616

### Thank You

We know there are no shortcuts  
to solid relationships!

#### Satisfaction Guaranteed

With the DaveyCare<sup>SM</sup> Guarantee, if you are not satisfied with the care you received, we will work with you to resolve any potential service issues. Please visit our website for terms and conditions.

Quote number:	1364 / 31464646 / EV
Quote date:	February 27, 2026
Contract number:	48141176
Account number:	1748641



Want to learn more about your Annual PHC Program Proposal? Scan for Details

**Return Address:**  
THE DAVEY TREE EXPERT COMPANY  
6264 LEMAY FERRY RD  
ST LOUIS MO 63129-2806

### PRIOR YEAR'S SERVICES automatically rescheduled for 2026

This serves as a reminder of the plant health care services you have previously authorized. You do not need to do anything further to authorize these services. They have been scheduled and we will be out at the appropriate time. Thank you for the opportunity to be of service. If you wish to cancel any of these services, please contact our office in writing.

	<u>Service Period</u>	<u>Price</u>	<u>Sales Tax</u>	<u>Total Price</u>
Scale Treatment <i>Treat (120) Bald Cypress trees at intersection for scale.</i>	Early Spring	\$2,971.00		\$2,971.00
Bagworm Treatment <i>Treat (120) Bald Cypress at intersection for Bagworms. Treat Junipers at Town Hall building for Bagworms.</i>	Summer	\$2,699.00		\$2,699.00
Fert w/ Arbor GreenPRO (1yr) <i>Deep Root Feed (120) Bald Cypress at intersection.</i>	Early Spring	\$3,081.00		\$3,081.00
<b>Total Investment</b>		<b>\$8,751.00</b>	<b>\$0.00</b>	<b>\$8,751.00</b>

The Davey Tree Expert Company  
6264 Lemay Ferry Rd  
St Louis, MO 63129-2806

Phone: (314) 961-5440  
Fax: (314) 961-8069

<p><b>Your Arborist:</b> <b>Thomas Beshoar</b> Tom.Beshoar@davey.com</p> <p><b>Authorizing Client's Signature:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>Pre-Service Call First Request:</b></p> <p><input type="checkbox"/> Do not call first, do the work as scheduled (this is our default).</p> <p><input type="checkbox"/> Call first, please leave a message</p> <p><input type="checkbox"/> Call first, verbal confirmation required</p> <p><input type="checkbox"/> Email an alert, do the work as scheduled</p> <p><input type="checkbox"/> Please contact me regarding: _____</p>	<p>Please confirm the contact information we have on file:</p> <p>Home Phone: (636) 225-7873</p> <p>Work Phone: _____</p> <p>Mobile Phone: (636) 233-3944</p> <p>Email: administration@cityoftwinoaks.com</p>
<p>If you would like to automatically charge your credit card or bank account as services are completed, please visit <a href="http://account.davey.com">account.davey.com</a> to use our online payment system.</p>		

### Terms and Conditions

**Evergreen or Automatic Renewal of Services:** Except in New York, California and Connecticut, by signing, I agree that beginning next year and continuing every year thereafter, the company will automatically perform and I will pay for the services outlined in this contract without the need for further action or confirmation on my part. The company will send me a reminder notification every year which will include any price changes which I agree as part of this contract. The company will make suggested service/treatment changes which I can receive by notifying the company to perform these services. If I wish to add, change or cancel any contracted services, it is my responsibility to inform the company of these changes in writing prior to the scheduled service being performed.

#### **Client Care Guarantee**

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

#### **Tree Care**

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

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

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

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

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

#### **Tree and Shrub Fertilization/SoilCare**

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

#### **Tree and Shrub Plant Health Care**

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

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

**DISEASE MANAGEMENT:** Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed. EPA approved materials will be applied in accordance with State and Federal regulations.

#### **Lawn Care**

**FERTILIZER AND MECHANICAL SERVICES:** Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aeration, lime, overseeding, and lawn renovation.

**WEED CONTROL AND PEST MANAGEMENT:** Broadleaf weed control is spot-applied during the active growing periods of the year. It is not broadcast over the entire lawn. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a postemergent application later in the year. Our surface insect management is timed to reduce chinchbugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

#### **Other Terms and Contract Conditions**

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

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

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

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

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

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

**PAYMENT:** We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

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

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