

RESOLUTION NO. 2026-14

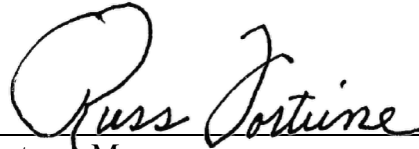
**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING A SETTLEMENT AGREEMENT AND RELEASE.**

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 Settlement Agreement & Release substantially in the form of “Exhibit 1” attached hereto and incorporated herein, on behalf of the City of Twin Oaks with R.V. Wagner, Inc.

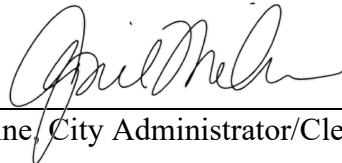
Section 2. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 3rd DAY OF JUNE 2026, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



April Milne, City Administrator/Clerk

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE made and entered into as of the ____ day of _____ 2026 (“Agreement”), by and between the City of Twin Oaks, Missouri (“City”) and R.V. Wagner, Inc. (“Contractor”).

WHEREAS, on or about June 28, 2024, the City and Contractor entered into a City-Contractor Agreement (“contract”) for the Crescent Avenue Sidewalk and Stormwater Improvements Project (the “Project”); and

WHEREAS, a dispute arose between the parties concerning project delays, deficiency list completion, and the assessment of liquidated damages under the contract; and

WHEREAS, the City has asserted that Contractor is liable for liquidated damages as a result of project delays, while Contractor has disputed such liability; and

WHEREAS, the City previously issued a check (check number 13366) to Contractor dated October 1, 2025, in the amount of \$71,191.23 (the “Uncashed Check”), which was not accepted by Contractor due to the parties’ dispute regarding final payment and liquidated damages; and

WHEREAS, the parties desire to resolve all claims, disputes, and controversies arising out of or related to the Project or the contract, including but not limited to claims for payment, delay, liquidated damages, and any change orders; and

WHEREAS, the parties enter into this Agreement solely to avoid the time, expense, and uncertainty of litigation, and without any admission of liability by either party;

NOW, THEREFORE, in consideration of the mutual promises, covenants, releases, and disbursements hereinafter described the sufficiency of which are hereby acknowledged, the parties hereto have agreed as follows:

1. *Payment.* Within ten (10) days after Board of Aldermen approval and full execution of this Agreement, the City shall void the previously issued Uncashed Check and shall issue to Contractor a new single payment in the amount of: ***One Hundred Seventeen Thousand Seven Hundred Sixty-Six and 23/100 Dollars (\$117,766.23)***. This payment constitutes full and final payment for all work performed on the Project and reflects a reduction constituting liquidated damages in the agreed amount of \$46,875.00, together with credit for all prior payments made or credited. Payment shall be made by check to be picked up by Contractor at Twin Oaks City Hall or delivered via U.S. Mail to Contractor’s address on file of 4712 Green Park Road, St. Louis MO 63123.

2. *Release by Contractor.* In exchange for the payment set forth above, Contractor, on behalf of itself and its officers, directors, agents, employees, insurers, successors, and assigns, hereby fully and forever releases and discharges the City, its officers, officials, employees, attorneys, agents, successors, and assigns from any and all claims, demands, actions, damages, liabilities, or causes of action of any kind whatsoever, whether known or unknown, suspected or unsuspected, arising out of or in any way related to: The Project; the contract, including claims for additional liquidated damages or other contract-based damages; any delay claims, deficiency list claims, or payment disputes; any change orders or alleged extra work; except for claims to enforce this Agreement.

3. *Release by City.* In exchange for Contractor's execution of this Agreement, the City, on behalf of itself and its officers, officials, employees, attorneys, agents, successors, and assigns, hereby releases and discharges Contractor, and its officers, directors, agents, employees, insurers, successors, and assigns, from any and all claims, demands, actions, damages, liabilities or causes of action of any kind whatsoever, whether known or unknown, suspected or unsuspected, arising out of or in any way related to: the Project; the contract, including claims for additional liquidated damages or other contract-based damages; any delay claims, deficiency list claims, or payment disputes; any change orders or alleged extra work; except for claims to enforce this Agreement.

4. *Mutual Waiver of Claims.* The parties acknowledge that this Agreement is intended to be a complete and final resolution of all disputes between them arising out of the Project and/or contract. Each party expressly waives any right to assert further claims of any kind arising from the Project and/or contract.

5. *No Admission of Liability.* This Agreement is entered into as a compromise of disputed claims. Nothing herein shall be construed as an admission of liability by either party.

6. *Entire Agreement.* This Agreement contains and constitutes the entire agreement of the parties regarding the subject matter hereof. There are no other agreements, written or oral, between the parties affecting the subject matter hereof.

7. *Construction of Language.* The language used in this Agreement shall be deemed to be language chosen by both parties to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of this Agreement.

8. *No Waiver of Sovereign Immunity.* Nothing herein shall be deemed a waiver of the City's sovereign immunity.

9. *Authority.* The undersigned representatives hereby certify that he has authority to execute this Agreement and that this Agreement is binding on the parties.

10. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

11. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year written above.

R.V. WAGNER, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

ACKNOWLEDGEMENT

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

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, who, being by me duly sworn, did state that he is the _____ of R.V. Wagner, Inc., a Missouri corporation, and that he is authorized to execute the foregoing instrument on behalf of said corporation, and that such instrument was executed as the free act and deed of said corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Appointment Expires:

CITY OF TWIN OAKS

By: _____
Russ Fortune, Mayor

Date: _____, 2026

ATTEST:

City Clerk