

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF ALDERMEN OF TWIN OAKS,
TWIN OAKS CITY HALL
ST. LOUIS COUNTY, MISSOURI
WEDNESDAY, MAY 20, 2026**

Mayor Fortune called the meeting of the Twin Oaks Board of Aldermen to order at 6:30 p.m.
Roll Call was taken:

In Attendance:

- Alderman Lisa Eisenhauer
- Alderman Joe Krewson
- Alderman Jim Crawford
- Alderman Tim Stoeckl
- Mayor Russ Fortune

Also Present:

- Paula Dries, Assistant City Clerk
- Paul Rost, City Attorney

APPROVAL OF THE AGENDA

Mayor Fortune amended the agenda, moving the Public Works Report to item 7 for presentation and discussion, before calling for a motion to approve the agenda as amended.

- **Motion:** To approve the agenda as amended.
- **Moved by:** Alderman Crawford
- **Seconded by:** Alderman Eisenhauer
- **Vote:** Motion approved by unanimous voice vote.

CITIZEN COMMENTS

Edward Polk proposed installing a permanent Veterans Memorial and park bench at Twin Oaks Park. He shared examples of similar memorials and offered his assistance with the project. Board members expressed strong support for the idea. The Board will refer the proposal to the Park Committee for site and design recommendations. The Board discussed the option of forming a subcommittee to include veterans and residents to assist with planning.

APPROVAL OF THE CONSENT AGENDA

Mayor Fortune asked for a motion to approve the Consent Agenda consisting of the Regular Meeting Minutes from June 3, 2026, Bills List from May 30 to June 19, 2026, and Credit Card statement for May 2026.

- **Motion:** To approve the consent agenda.
- **Moved by:** Alderman Stoeckl

Seconded by: Alderman Krewson

Vote: Motion approved by unanimous voice vote.

REPORT OF COMMITTEES/COMMISSION/CONTRACTORS

FY2025 Financial Audit: Alan Schulte of UHY presented the City's FY2025 audit and noted that the City once again submitted a Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association (GFOA) for review.

Mr. Schulte reported that the City remains in a strong financial position. He noted that General Fund reserves now cover approximately 760 days of operating expenses. While expenditure has increased over the past decade, much of that growth is tied to capital improvement projects rather than day-to-day operations.

He also highlighted the City's fully funded pension program, stable sales tax base, and increased capital assets related to the Crescent Road project. All City funds finished the year under budget. Mr. Schulte reported no audit findings, no management recommendations, and no disagreements with staff. Board members thanked staff for their continued sound financial management and stewardship of City resources.

Financial Report: Financial Consultant Dave Watson presented the Financial Report for the month of May. He reported that the City remains on budget and is projected to end the year with approximately \$2.6 million in fund balances. He noted that the timing issue with the final R.V. Wagner invoice for the Crescent Road project affected year-end balances but is expected to be resolved. Sales tax revenues are currently lower than anticipated due to known late filings and should rebound in the coming months. Mr. Watson also advised the Board to plan for higher property insurance costs in next year's budget.

Public Works Report: Public Works Supervisor Jake Kemper presented the speed data collected from radar signs throughout the city. The Board reviewed and discussed ways to improve reporting and supported continued monitoring. Board members noted the importance of tracking traffic speeds, particularly with increased pedestrian and bicycle activity during the summer.

Mr. Kemper also provided updates on ongoing projects and maintenance activities. Planting continues throughout the park, and Omni Tree is scheduled to remove and trim hazardous trees near trails and playground areas. He reported that Austin has joined the Public Works team and has been an excellent addition.

Additional updates included substantial completion of the Park Lighting Phase II project, with final electrical connections still pending. Park Wi-Fi is now operational, replacement lighting for Big Bend has been ordered, and a new pond pump is expected within the next few weeks. Mr. Kemper also reported that bids were received for playground surface repairs, and the Board supported moving forward with the color-matched rubber option. The work is expected to require a brief playground closure for repairs and safety improvements.

Park Committee Report: Mayor Fortune provided a brief update on recent park events and preparations for the July 3rd Fireworks Celebration. He reported that planning is complete, with additional police staffing, signage, and safety measures in place to help ensure a successful event. He added that volunteers were invited to assist with decorating the pavilion area at 10:00 am on July 3rd.

Mayor Fortune also shared that Family Fun Day was well attended despite the weather and received positive feedback from residents. The children's train ride was especially popular, and the City is considering using the train for Park Lighting event.

OLD BUSINESS

No Old Business

NEW BUSINESS

Resolution No. 2026-15A: A Resolution of the Twin Oaks Board of Aldermen Approving an Agreement with Precision Poured Rubber LLC for Playground Re-Surfacing in Twin Oaks Park. Assistant Clerk Dries read Resolution No. 2026-15. Mayor Fortune reviewed the two options presented to the Board: a color-matched repair (Resolution No. 2026-15A) or a black repair surface (Resolution No. 2026-15B). Following discussion, the Board unanimously selected the color-match repair option.

- **Motion:** To approve Resolution No. 2026-15A
Moved by: Alderman Crawford
Seconded by: Alderman Krewson
Vote: Motion approved by unanimous voice vote.

DISCUSSION ITEMS

No Discussion Items.

ATTORNEY'S REPORT

No Attorney Report

ADMINISTRATOR/CLERK REPORT

The Administrator's Report was included in the Board packet and reviewed by the Board. Staff reminded Board members that there will be only one Board meeting in July, scheduled for July 15, 2026.

MAYOR AND ALDERMEN COMMENTS

Alderman Joe Krewson asked about park closures following the July 3rd celebration. Public Works Supervisor Jake Kemper explained that the park will be closed to vehicular traffic as needed during the upcoming improvement projects, but it will remain open to pedestrians except during the asphalt overlay work, when temporary full closures will be necessary.

Alderman Jim Crawford commented that Family Fun Day was well attended despite the weather. He noted that attendees complimented the beauty of the park, and the train was a favorite attraction, receiving positive feedback from guests.

FINAL CITIZEN COMMENTS

No citizen comments.

ADJOURNMENT

There being no further business, Mayor Fortune asked for a motion to adjourn the regular meeting.

Motion: To adjourn the meeting

Moved by: Alderman Eisenhower

Seconded by: Alderman Krewson

Vote: Motion approved by three a unanimous voice vote

The regular meeting was adjourned at 7:34 p.m.

Drafted By: _____

Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

April Milne
City Administrator/Clerk

Russ Fortune,
Mayor

**MINUTES OF THE WORK SESSION
TWIN OAKS TOWN HALL
CITY OF TWIN OAKS BOARD OF ALDERMEN,
WEDNESDAY, JUNE 24, 2026**

The Work Session was called to order by Mayor Russ Fortune at 6:02 p.m. pursuant to public notice and agenda.

In Attendance:

- Alderman Joe Krewson
- Alderman Lisa Eisenhower
- Alderman Tim Stoeckl
- Mayor Russ Fortune

Absent:

- Alderman Jim Crawford

Also Present:

- Paula Dries, Assistant City Clerk
- Tiffany Cambell, BFA

Preliminary Plans for Park Access Pedestrian Improvement Project

Tiffany Campbell of BFA presented updated preliminary plans for the Park Access Pedestrian Improvement Project turnaround area. She reviewed updated survey information, utility locations, and proposed site improvements, including a redesigned turnaround, new dumpster location, drainage enhancements, and a mountable center island to improve traffic flow and pedestrian safety.

The turnaround was reduced in size to avoid relocating a 24-inch Missouri American Water line and to keep the retaining wall under three feet, eliminating the need for additional permitting. Tiffany noted that all affected pavement areas will be reconstructed, with final striping completed following the future overlay project.

The estimated project cost increased from approximately \$260,000 to \$430,000 with the addition of the turnaround improvements, while remaining eligible for the 80/20 grant match.

Discussion also included accommodations for trash trucks and emergency vehicles, stormwater management, and maintaining safe pedestrian access throughout the area. The work session concluded with support for the updated design and its improvements to park access, safety, and functionality.

ADJOURNMENT

There being no further business Mayor Fortune asked for a motion to adjourn the meeting.

Motion: To adjourn the meeting

Moved by: Alderman Joe Krewson

Seconded by: Alderman Tim Stoeckl

Vote: Motion approved by a vote of three yes and one absent.

The work session was adjourned at 6:18 p.m.

Drafted By: _____
Paula Dries
Assistant City Clerk

Date of Approval: _____

ATTEST:

April Milne
City Clerk

Russ Fortune,
Mayor, Board of Aldermen

City of Twin Oaks							
Bills and Applied Payments							
June 20, 2026 to July 10, 2026							
Check No.	Billing Name	Invoice Date	Memo/Description	Invoice No.	Bill Amt	Check Amt	Payment Date
13555	Alternative Rain Irrigation Service	6/18/2026	system inspection following boring	24340	\$220.00		
		6/18/2026	Derbyshire leak inspection	24339	\$120.00		
		5/20/2026	repairs to irrigation in the park	24215	\$741.70	\$1,081.70	7/15/2026
13556	St. Louis Treasurer	6/14/2026	occupancy inspection for apt 214, 215, 107, 1531 BT	T06142600055003	\$320.50		7/15/2026
	St. Louis Treasurer	6/21/2026	occupancy inspection for 840 1st Street	T06212600055004	\$95.50	\$416.00	7/15/2026
13557	On Site, Inc	6/22/2026	restrooms for fireworks event on July 3rd	2088714	\$2,228.00	\$2,228.00	7/15/2026
13558	Lake Management Services, Inc.	6/18/2026	upper and lower pond treatment on 6-18-26	20289	\$414.00	\$414.00	7/15/2026
13559	Rothe Heating & Cooling	6/30/2026	repair to city hall water heater	24815	\$294.00	\$294.00	7/15/2026
13561	Branson United Methodist Thrift Store	7/1/2026	donation in Connie Gibbs name (April Mother)		\$100.00	\$100.00	7/15/2026
13573	MOCCFOA-Eastern Division, Amanda Hurley	7/2/2026	26-27 membership dues for MoCCFOA	26-27 dues	\$25.00	\$25.00	7/15/2026
13562	Harvey's Services, Inc.	6/30/2026	June Lawn Mowing services for the city	41159	\$4,721.53	\$4,721.53	7/15/2026
13563	Municipal League of Metro St. Louis	7/1/2026	annual dues	83	\$696.00	\$696.00	7/15/2026
13564	J&B Franchise Venture, Inc, Attn: Accounts Receivable	7/1/2026	cleaning services invoice for the park	315762	\$227.00		7/15/2026
		7/1/2026	cleaning services invoice for city hall	315761	\$310.00	\$537.00	7/15/2026
13565	St. Louis Treasurer	7/1/2026	municipal court reimbursed cost program	172605	\$14.75	\$14.75	7/15/2026
13566	Davey Tree Expert Company Inc	6/26/2026	fertilizer and scale treatment for intersection trees	920666697	\$6,052.00	\$6,052.00	7/15/2026
13567	St. Louis Treasurer	7/1/2026	July contract services for police	172573	\$13,723.93	\$13,723.93	7/15/2026
13571	BFA Consultants	6/28/2026	review of county violation letter	30871	\$210.00		
		6/28/2026	park entrance	30872	\$7,467.67	\$7,677.67	7/15/2026
13572	Engelmeyer & Pezzani, LLC	6/30/2026	PA assistant for June	1804	\$651.00	\$651.00	7/15/2026
13574	Cunningham, Vogel & Rose, P.C.	6/30/2026	other legal services	71788	\$790.00		
			retainer/basic services	71789	\$560.00	\$1,350.00	7/15/2026
ACH	Brain Mill	6/19/2026	monthly service plan including IT services	2225555	\$1,218.00	\$1,218.00	7/4/2026
Autopay	Ameren	6/24/2026	service date 05-20 to 06-22-50 crescent	2123	\$202.50	\$202.50	7/16/2026
Autopay	Ameren	6/24/2026	service date 05-20 to 06-22-city hall	8004	\$1,432.55	\$1,432.55	7/16/2026
Autopay	Ameren	6/24/2026	service date 05-20 to 06-22-water pump	7008	\$24.10	\$24.10	7/16/2026
Autopay	Ameren	6/24/2026	service date 05-20 to 06-22-141/big bend	9007	\$81.03	\$81.03	7/16/2026
Autopay	Ameren	6/24/2026	service date 05-20 to 06-22-park	5112	\$265.34	\$265.34	7/16/2026
Autopay	MSD	6/25/2026	service dates:04-30 to 05-31-50 Crescent	0813150-0	\$39.06	\$39.06	7/15/2026
Autopay	Verizon	6/5/2026	billing period May 6-Jun 5	6145373315	\$165.92	\$165.92	6/27/2026
ACH	Gateway Disposal	6/30/2026	June invoice	66X00002	\$5,783.36	\$5,783.36	7/31/2026
Autopay	Spire	6/24/2026	service period 05-21 to 06-24-city hall	3056	\$59.09	\$59.09	7/6/2026
ACH	Visa	7/1/2026	June visa statement	BH05964951	\$6,968.64	\$6,968.64	7/16/2026
Autopay	Spire	6/30/2026	service period 05-27 to 06-30-50 Crescent	297090361	\$31.02	\$31.02	7/16/2026
Autopay	Ameren	7/7/2026	service dates: 06-01 to 07-01-street lighting	5515	\$736.48	\$736.48	7/28/2026
					\$56,989.67	\$56,989.67	

			Alderman				
			Alderman				

Credit Card List
June 1 to June 30, 2026

Date	Name	Memo/Description	Amount
6/1/2026	Quickbooks	Monthly Fee-reaccuring fee for accounting program-Intuit	\$115.00
6/3/2026	Grainger	shirts for staff	\$135.59
6/5/2026	Zoom	zoom workplace Pro Monthly	\$16.99
6/5/2026	Amazon	ducks for duck game-FFD	\$19.79
6/9/2026	Adobe	monthly charges for Adobe	\$19.99
6/9/2026	Amazon	FFD prizes	\$125.66
6/9/2026	Amazon	FFD prizes	\$33.94
6/12/2026	Fish Window Cleaning	city hall window cleaning-outside	\$200.00
6/29/2026	Evogov	monthly charges for Webhost	\$200.00
6/9/2026	Mutt Mitt	single ply dog bags for the park	\$537.92
6/27/2026	Microsoft 365	annual subscription fee	\$129.99
6/13/2026	Cool Times	FFD ice cream-contracted from 1-4pm	\$801.97
6/26/2026	Marco	contracted monthly charges for copier	\$97.64
6/2/2026	St. Louis Compostion	mulch	\$62.73
6/5/2026	CVS	health	\$18.02
6/3/2026	The Home Depot	stain and staining tools	\$266.72
6/4/2026	Westlake Ace	plants for the City Hall	\$104.98
6/4/2026	Westlake Ace	plants for Boly Entrance	\$52.49
6/5/2026	The Home Depot	faucet for city hall	\$199.00
6/5/2026	Rocket	fuel for city truck	\$79.11
6/9/2026	Site One	plants for comfort station	\$445.11
6/9/2026	Sam's Club	FFD and restock	\$202.65
6/10/2026	St. Louis Compostion	mulch	\$58.40
6/10/2026	Greenscape Gardens & Gifts	plants for the park	\$943.65
6/11/2026	Valley Park Elevator	road maintenance materials	\$279.45
6/11/2026	St. Louis Compostion	mulch	\$94.09
6/11/2026	St. Louis Compostion	mulch	\$94.09
6/12/2026	St. Louis Compostion	mulch	\$94.09
6/13/2026	Rocket	gas for park equipment	\$14.50
6/17/2026	St. Louis Compostion	top soil	\$55.16
6/17/2026	St. Louis Compostion	top soil	\$55.16
6/17/2026	St. Louis Compostion	top soil	\$55.16
6/18/2026	St. Louis Compostion	mulch	\$94.09
6/18/2026	St. Louis Compostion	top soil	\$55.16
6/22/2026	Rocket	fuel for park equipment	\$40.18
6/17/2026	St. Louis Composting	top soil	\$55.16
6/18/2026	St. Louis Composting	top soil	\$55.16
6/18/2026	St. Louis Composting	mulch	\$94.09
6/18/2026	Moto Mart	fuel for truck	\$60.75
6/16/2026	Home Depot	caution tape-stakes for 3rd of July	\$63.88
6/16/2026	Westlake Ace	oil for equipment	\$6.99
6/22/2026	Home Depot	common board	\$37.36
6/22/2026	Westlake Ace	oil and tirmming line	\$65.98
6/23/2026	St. Louis Composting	mulch for City Hall	\$109.78
6/23/2026	Amazon	additional fence post for Fireworks fire line	\$62.69
6/24/2026	St. Louis Composting	mulch	\$109.78
6/24/2026	St. Louis Composting	mulch	\$109.78
6/25/2026	The Home Depot	lanscaping for Park	\$159.76
6/25/2026	Harbor Freight	work attire-gloves, masks...	\$34.90
6/29/2026	Sam's Club	hydration	\$203.22
6/1/2026		rebate credit	-\$59.11
			\$6,968.64
		Alderman	
		Alderman	



Bond Compliance Officer – Annual Report to Board of Aldermen
June 24, 2026

In 2017, the Board passed an ordinance appointing the City Administrator/City Clerk as the City's "Bond Compliance Officer" and designating the Board's second meeting in June each year for an annual report.

The purpose is to report on the City's tax compliance procedures and policies for the 2017 Certificates of Participation (COPs), as supplemented in 2022 (the "2017 COPs"), issued to finance construction of City Hall.

Tax compliance ensures that the financed project is a public project, and that the City is not using tax exempt bond funds to invest for a profit.

Annual reports will be required until the 2017 COPs are paid off.

Currently, the 2017 COPs are the City's only outstanding bonds, and no new bonds are anticipated at this time.

The City's compliance policy specifically requires me:

- to maintain a Tax-Exempt Bond File with all relevant bond documents;
- to receive training on compliance;
- to prepare the City's annual compliance checklist; and,
- to file the checklist in the Bond File.

Additionally, if my annual review indicates there are any compliance issues, I will consult with the City Attorney to handle them, and document it in the Bond File.

I am happy to report this year that the City remains in compliance with its policies and procedures:

- I have reviewed my checklist and report through the City Attorney's office as well as the City's financial consultant, Dave Watson.
- The Bond File has been prepared and is maintained in my office.
- I have prepared the Annual Compliance Checklist for the period ending April 2026 and determined there are no compliance issues.

The Checklist is a comprehensive guide to reviewing each requirement of the City's Tax Compliance Policy. This copy is for your information.

The City's future annual compliance should be relatively simple for the following reasons:

- The City used only public funds to build City Hall. There were no private funds contributed.
- 100% of the funds were used for City Hall within a year of financing, and there are no unused funds.
- City Hall is being used exclusively by the City, so the use is entirely public.
- The City has no COPs funds set aside for investment.

Note that this Bond Report was scheduled to be delivered at second regular meeting in June but because of a family emergency causing the Bond Compliance Officer's absence from the meeting, it is being presented at the first regular meeting thereafter.

The next compliance meeting will be in June 2027 and will cover the period ending April 2027.

April Milne, City Clerk
Bond Compliance Officer

ANNUAL COMPLIANCE CHECKLIST

Name of Tax-Exempt Financing ("Certificates"):

\$1,600,000 Certificates of Participation City of Twin Oaks, Missouri, Lessee Series 2017¹

Issue Date of Certificates:² *April 7, 2017*

Placed in Service Date of Financed Facility: _____

Name of Bond Compliance Officer: _____

Period Covered by Checklist ("Annual Period"): *April ^{1, 2025} to April ^{1, 2026}*

Date of Checklist Completion (annually in June): *June ³⁰, 2026*

Initial One-Time Requirement: Has the Bond Compliance Officer assembled the Tax-Exempt Bond File?

☒ Yes. 

Remove this question from Checklist. Proceed to Topic 1.

☐ No. 

Consult the Tax Policy and Procedures for contents and guidelines for the Tax-Exempt Bond File, and assemble the file as soon as possible.

1. Ownership

Was the entire financed Facility owned by the Issuer during the entire Annual Period?

☒ Yes.  Proceed to Topic 2.

☐ No. 

Was an Opinion of Special Tax Counsel obtained prior to the transfer?

 ☐ Yes. *Include a copy of the Opinion in the Tax- Exempt Bond File*

 ☐ No. *Contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File*

¹ This Checklist does not include post-issuance compliance with securities laws because, at the time of adoption of the Resolution approving this Checklist, the City has no bonds that are not subject to post-issuance securities compliance. In the event the City issues bonds in the future that are subject to securities laws, this Checklist may be amended to include compliance with securities laws.

² This Checklist is adopted pursuant to that certain [Bond Financing Compliance Policy and Procedure of the City dated April 5, 2017](#), which is applicable to the Certificates. The BCO should complete a separate Checklist for any future bonds issued after the Certificates.

ANNUAL COMPLIANCE CHECKLIST

Page 2 of 5

2. Leases & Other Rights to Possession

During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?

☒ No. → Proceed to Topic 3.

☐ Yes. →

Was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement?

☐ Yes. *Include a copy of the Opinion in the Tax- Exempt Bond File*

☐ No. *Contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File*

3. Management or Service Agreement

During the Annual Period, was the management of all or any part of the operations of the Financed Facility assumed by or transferred to another entity?

☒ No. → Proceed to Topic 4

☐ Yes. →

Was an Opinion of Special Tax Counsel obtained prior to entering the management agreement?

☐ Yes. *Include a copy of the Opinion in the Tax- Exempt Bond File*

☐ No. *Contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File*

4. Other Use

Was any other agreement entered into with an individual or entity that grants special legal rights or privileges to such individual or entity that are not otherwise available to the general public to the financed Facility?

☒ No. → Proceed to Topic 5

☐ Yes. →

Was an Opinion of Special Tax Counsel obtained prior to entering into the agreement?

☐ Yes. *Include a copy of the Opinion in the Tax- Exempt Bond File*

☐ No. *Contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File*

5. Annual Reporting and Monitoring Requirements

During the Annual Period, has the City issued any new obligations, or refinanced the Certificates?

- ☒ No. → *Proceed to next question*
- ☐ Yes. → *Contact counsel to determine if there has been any change in the following: (a) the requirements under a new Tax Compliance Agreement from the Tax Compliance Agreement for the Certificates; OR (b) the requirement continuing disclosure under securities law?*

**Any new requirements should be incorporated into this checklist*

The Annual Report has or will be given to the Board of Alderman at or before the 2nd Regular Meeting of June.

- ☐ Yes. → *Proceed to next question*
- ☒ No. → *Contact City Attorney and incorporate report or include description of reason for delay, and add Annual report that would have been given to the Tax-Exempt Bond file*

During the Annual Period, were there any events of non-compliance with the tax compliance requirements?

- ☒ No. → *Proceed to next question*
- ☐ Yes. → *Make sure any remedial action was approved by the Board as required by Section 4.4 of the Tax Policy and Procedures, and place a copy of the approval and action taken in the Tax-Exempt Bond File*

For the next Annual Period, does the City plan to seek requests for proposals for depository banks?

- ☒ No. → *Proceed to next question*
- ☐ Yes. → *Contact City Attorney to discuss amendment to Lease Purchase Agreement Covenant Section 8.05 to maintain general operating account at Enterprise.*

During the City's budgeting process, did the City budget and appropriate amounts due under the Base Lease for the next fiscal year?

- ☒ Yes. → *Proceed to next question*
- ☐ No. → *Contact City Attorney to discuss providing notice to Purchaser and Trustee as required in Section 3.04 of the Lease Purchase Agreement*

ANNUAL COMPLIANCE CHECKLIST

Page 4 of 5

Has the Bond Compliance Officer submitted audited financial reports to the Purchaser (Enterprise Bank & Trust) for the prior fiscal year on or before July 31st?

☒

Yes.



Proceed to next question

☐

No.



Contact City Attorney to transmit the audited financial reports to the Purchaser as soon as possible

Has the Bond Compliance Officer completed and signed this Annual Checklist and added a copy to the Tax-Exempt Bond File?

☒

Yes.



Proceed to next question

☐

No.



Complete and add to file as soon as possible, or contact City Attorney to discuss reason for not completing

Has the City transmitted to the Trustee (US Bank National Association) a certificate of insurance in accordance with the Insurance Requirements of §7.01(b) of the Lease Purchase Agreement?

☒

Yes.



Proceed to next page.

☐

No.



Contact City Attorney to get a certificate of insurance to the Trustee before any written notice is issued, or if written notice issued, within 30 days of that written notice.

***If the City self-insures through the Missouri Public Entity Risk Management Fund, reporting to the Trustee is not required (see Lease Purchase Agreement Section 7.01(d)).**

6. Temporary Compliance Requirements³

Arbitrage and Rebate: During the Annual Period, were proceeds of the Certificates spent as described in [Article III of the Tax Compliance Agreement](#)?

☐ Yes. —→

Proceed to next question

☐ No. —→

Contact Special Tax Counsel and incorporate report or include description of resolution in the Tax-Exempt Bond File

If the Annual Period is after April 7, 2020 (three years following the Issue Date), does the Issuer have any unspent Certificate proceeds?

☐ No. —→

Proceed to next question

☐ Yes. —→

Contact Special Tax Counsel and incorporate report or include description of resolution in the Tax-Exempt Bond File

During the Annual Period (check all that apply):



Were all proceeds of the Certificates spent? or



Was the Project Facility substantially completed? or



Is the date of completion of this Checklist after **October 5, 2021** [four and one-half (4.5) years following the issue date of the Certificates]?



If no boxes checked. —→ *Section 6 complete for this year. Prepare again next year.*



If any boxes checked. —→ *If any of these questions is checked, the Bond Compliance Officer shall consult with the City Attorney to prepare a Final Written Allocation in accordance with §5.4 of the City's [Bond Financing Compliance Policy and Procedure dated April 5, 2017](#), applicable laws, including Internal Revenue Code §141, 26 CFR §1-141.6 on Allocation and Accounting Rules, and related laws and regulations. The Allocation shall be reviewed by counsel for the City, signed by the Bond Compliance Officer, and added to the Tax-Exempt Bond File.*

Bond Compliance Officer: April Milne

Date Completed: June 30, 2026

³ Remove from list as completed.

CITY OF TWIN OAKS, MISSOURI
BOND FINANCING COMPLIANCE POLICY AND PROCEDURE
Dated as of April 5, 2017

BOND FINANCING COMPLIANCE POLICY AND PROCEDURE

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BOND FINANCING COMPLIANCE POLICY AND PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

“Annual Compliance Checklist” means a questionnaire and/or checklist described in **Section 6.1** hereof that is completed each year for the Tax-Exempt Bonds.

“Annual Report” means the Issuer’s audited financial statements (or unaudited financial statements as permitted by the Continuing Disclosure Undertaking for the Tax-Exempt Bonds) and certain other financial information and operating data required to be filed annually with the MSRB for the Tax-Exempt Bonds.

“Bond Compliance Officer” means the Issuer’s City Administrator/Clerk or, if the position of City Administrator/Clerk is vacant, the person filling the responsibilities of the City Administrator/Clerk for the Issuer.

“Bond Counsel” means a law firm selected by the Issuer to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Issuer on matters referenced in this Compliance Procedure.

“Bond Restricted Funds” means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

“Bond Transcript” means the “transcript of proceedings” or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Procedure” means this Bond Financing Compliance Policy and Procedure.

“Continuing Disclosure Undertaking” means the continuing disclosure agreement(s), continuing disclosure undertaking(s), continuing disclosure instructions or other written certification(s) of the Issuer setting out covenants for satisfying the Issuer’s requirements for providing information to the MSRB pursuant to SEC Rule 15c2-12 on an ongoing basis for one or more Tax-Exempt Bond issues.

“Cost” or “Costs” means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project Facility or costs of issuing Tax-Exempt Bonds for a Project Facility.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“Final Written Allocation” means the Final Written Allocation of Tax-Exempt Bond proceeds prepared pursuant to **Section 5.4** of this Compliance Procedure.

“Financed Assets” means that part of a Project Facility treated as financed with Tax-Exempt Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Issuer and the Tax Compliance Agreement for the Tax-Exempt Bonds.

“Governing Body” means the Board of Aldermen of the Issuer.

“Intent Resolution” means a resolution of the Issuer stating (1) the intent of the Issuer to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing and (3) the intent of the Issuer to reimburse Costs of the Project Facility paid by the Issuer from proceeds of the Tax-Exempt Bonds.

“IRS” means the Internal Revenue Service.

“Issuer” means the City of Twin Oaks, Missouri.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Placed In Service” means that date (as determined by the Bond Compliance Officer) when the Project Facility is substantially complete and in operation at substantially its design level.

“Project Facility” means all tangible or intangible property financed in whole or in part with Tax-Exempt Bonds that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed In Service within a one-year period of each other.

“Rebate Analyst” means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

“Regulations” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

“Tax Compliance Agreement” means the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Issuer setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

“Tax-Exempt Bonds” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer or another political subdivision or government instrumentality, the proceeds of the which are to be loaned or otherwise made available to the Issuer, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure as of April 5, 2017, is attached as **Exhibit A**.

“Tax-Exempt Bond File” means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

- (a) Intent Resolution.
- (b) Bond Transcript.

- (c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of the Tax-Exempt Bonds and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.
- (e) Forms 8038-T together with proof of filing and payment of rebate.
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) bid solicitation, bid responses, certificate of broker;
 - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.
- (h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript.
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.
- (j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP).
- (k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Tax-Exempt Bonds.
- (l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) The Issuer uses Tax-Exempt Bonds to fund Costs of a Project Facility. The Issuer understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Project Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) The Issuer recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) The Issuer is required under the Continuing Disclosure Undertaking to provide disclosures of certain financial information and operating data and to file notices of certain material

events to the marketplace to facilitate informed secondary market trading in Tax-Exempt Bonds issued by the Issuer.

(d) The Issuer is committed to full compliance with the tax and securities law requirements for all of its outstanding and future tax-exempt financings. This Compliance Procedure is adopted by the Governing Body to comply with the IRS and SEC directives and to improve tax and securities law compliance and documentation.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Tax-Exempt Bonds currently outstanding and all Tax-Exempt Bonds issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement, the Continuing Disclosure Undertaking or any other specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement, Continuing Disclosure Undertaking or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Issuer in the Tax Compliance Agreement, will be noted by the Bond Compliance Officer and incorporated into the Annual Compliance Checklist. The Issuer acknowledges that the Continuing Disclosure Undertaking may also apply to one or more issues of taxable securities issued by the Issuer.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Governing Body. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Issuer.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Issuer, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Governing Body as necessary, and at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding tax-exempt financing that are relevant to the Issuer. At the time the individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the outgoing Bond Compliance Officer is responsible for training the incoming individual acting as Bond Compliance Officer to ensure the Issuer's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

ARTICLE IV

TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 4.1. Tax-Exempt Bonds Covered by Article IV Procedures. This Article IV applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on **Exhibit A**.

Section 4.2. Tax-Exempt Bond File. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on **Exhibit A**.

Section 4.3. Annual Compliance Checklists. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will work with Bond Counsel and/or legal counsel to the Issuer and cause Annual Compliance Checklists to be completed for all outstanding Tax-Exempt Bonds and will follow the procedures specified in **Article VI** to complete the Annual Compliance Checklists and thereafter include each completed Annual Compliance Checklist in the Tax-Exempt Bond File.

Section 4.4. Correcting Prior Deficiencies in Compliance. In the event the Bond Compliance Officer determines any deficiency in compliance with a Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES

Section 5.1. Application. This Article V applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Tax-Exempt Bonds.

(a) Intent Resolution. The Governing Body will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of this authorizing resolution or ordinance, the Governing Body may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer's costs and expenses incurred to implement this Compliance Procedure.

(c) Tax Compliance Agreement. For each issuance of Tax-Exempt Bonds, a Tax Compliance Agreement will be delivered to the Bond Compliance Officer. The Tax Compliance

Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, require a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Tax-Exempt Bonds. The Bond Compliance Officer will confer with Bond Counsel and the Issuer's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each issuance of Tax-Exempt Bonds, the Bond Compliance Officer in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Tax-Exempt Bonds (the "Financed Assets") and the portions, if any, expected to be financed from other sources.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

Section 5.3. Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Issuer's financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds.

(c) Tax-Exempt Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File. The Annual Reports, other reports and notices of certain material events filed by the Issuer with the MSRB will be publicly available on EMMA and need not be separately maintained in the Tax-Exempt Bond File.

Section 5.4. Final Allocation of Bond Proceeds.

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer is responsible for making a written allocation of proceeds of Tax-Exempt Bonds to expenditures and

identifying the Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Tax-Exempt Bond proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facility has been substantially completed or (3) four and one-half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Bond Compliance Officer will work with Bond Counsel to prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money of the Issuer to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Tax-Exempt Bonds in accordance with the Issuer's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Tax-Exempt Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility's Placed in Service date, (4) the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Tax-Exempt Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Annual Compliance Checklist.

(d) Review of Final Written Allocation and Annual Compliance Checklist. Each Final Written Allocation and Annual Compliance Checklist will be reviewed by legal counsel to the Issuer or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ARTICLE VI

ONGOING MONITORING PROCEDURES

Section 6.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Issuer or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 4.4** hereof to remediate the non-compliance.

Section 6.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst

on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ARTICLE VII

CONTINUING DISCLOSURE

Section 7.1. Annual Disclosure Filings. For each issuance of Tax-Exempt Bonds, the Bond Compliance Officer will review the Continuing Disclosure Undertaking, if any, to determine the financial information and operating data required to be included in the Annual Report to be filed by the Issuer with the MSRB on EMMA. The Bond Compliance Officer will cause the Annual Report to be filed with the MSRB on EMMA within the timeframe provided in the Continuing Disclosure Undertaking for the Tax-Exempt Bonds.

Section 7.2. Material Event Disclosure Filings. For each outstanding issue of Tax-Exempt Bonds, the Bond Compliance Officer will review the Continuing Disclosure Undertaking, if any, to determine the “material events” that require prompt notice to be filed with the MSRB. Generally, the occurrence of any of the following events with respect to the Tax-Exempt Bonds represents a “material event:”

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material.

After obtaining actual knowledge of the occurrence of any event that the Bond Compliance Officer believes may constitute an event requiring disclosure, the Bond Compliance Officer will contact Bond Counsel if a question exists as to whether a notice of the event is required to be given to the MSRB under the Continuing Disclosure Undertaking. If it is determined that notice should be provided to the

MSRB or is required to be provided to the MSRB by the Continuing Disclosure Undertaking, the Bond Compliance Officer will cause the appropriate notice to be filed with the MSRB on EMMA within 10 business days after the occurrence of the event or as otherwise directed by Bond Counsel.

ADOPTED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI ON
APRIL 5, 2017.

TAX COMPLIANCE AGREEMENT

Dated as of April 1, 2017

Between

CITY OF TWIN OAKS, MISSOURI,

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

\$1,600,000

**Certificates of Participation
(City of Twin Oaks, Missouri, Lessee)
Series 2017**

**Evidencing a Proportionate Interest of the Owners Thereof
in Basic Rent Payments to be Made by the
City of Twin Oaks, Missouri
Pursuant to an Annually-Renewable Lease Purchase Agreement**

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and Investment of Certificate proceeds and other money, in order to support the Issuer's conclusion that the Lease is not an arbitrage bond. The persons executing this Tax Agreement on behalf of the Issuer are officers of the Issuer responsible for delivering the Lease and authorizing the Trustee to deliver the Certificates.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article III are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the

parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Issuer set forth in this Tax Agreement are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Lease is being executed and the Certificates are being delivered for the purpose of providing funds to finance the Financed Facility and pay certain costs in connection with the execution and delivery of the Lease and the Certificates.

Section 3.4. Funds and Accounts. The Lease Revenue Fund and the Project Fund have been established under the Declaration.

Section 3.5. Amount and Use of Certificate Proceeds and Other Moneys.

(a) *Amount of Certificate Proceeds.* The total proceeds to be received by the Issuer from the sale of the Certificates will be \$1,600,000.

(b) *Use of Certificate Proceeds.* The Certificate proceeds are expected to be deposited in the Project Fund and used to pay costs of the Financed Facility.

(c) *Use of Other Moneys.* The Issuer shall use other legally available funds to pay the Costs of Delivery of the Certificates.

Section 3.6. Multipurpose Issue. Pursuant to Regulations § 1.148-9(h), the Issuer is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes of applying the arbitrage rules.

Section 3.7. No Advance Refunding. No proceeds of the Certificates will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.8. No Current Refunding. No proceeds of the Certificates will be used to pay principal or interest on any other debt obligation.

Section 3.9. Project Completion. The Issuer has incurred, or will incur within six months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Certificates on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Certificates to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Certificates will be allocated to expenditures on the Financed Facility within three years after the Issue Date.

Section 3.10. Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the Basic Rent Payments. Such payments will be deposited into the Lease Revenue Fund. Except for the Lease Revenue Fund, no sinking fund or other similar fund that is expected to be used to pay Basic Rent Payments has been established or is expected to be established. The Lease Revenue Fund is used primarily to achieve a proper matching of revenues with the Basic Rent Payments within each Certificate Year, and the Issuer expects that the Lease Revenue Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Certificates.

(b) *No Other Replacement or Pledged Funds.* None of the Certificate proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead have been or will be used to acquire higher yielding Investments. Except for the Lease Revenue Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for Basic Rent Payments if the Issuer encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The proceeds of the Certificates will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13. Offering Prices and Yield on Certificates.

(a) *Offering Prices.* In the Purchaser's Receipt and Representations, the Purchaser has certified that it has purchased all of the Certificates as principal for its own accounts and has not acted as agent for any person or entity. As of the date hereof, the Purchaser has not sold and has no present intention to sell the Certificates to any person. The aggregate initial offering price of the Certificates is \$1,600,000, without accrued interest.

(b) *Certificate Yield.* Based on the offering price, the Yield on the Lease is 4.0001022%, as computed by Special Tax Counsel as shown on **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Certificates.

Section 3.14. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Lease is not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Certificates, together with expected Investment earnings thereon, do not exceed the cost of the governmental purpose of the Lease as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Issuer does not expect that the Certificate proceeds will be used in a manner that would cause the Lease or any Certificate to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF CERTIFICATE YIELD

\$1,600,000.00							
City of Twin Oaks, Missouri							
Certificates of Participation, (City of Twin Oaks, Missouri, Lessee), Series 2017							
Schedule of Certificates Payments							
Payment Date	Amort. Pmt. No.	Interest Rate	Payments			Principal Balance	Bond Years
			Interest	Principal	Total		
4/7/2017							
4/7/2017	-					\$ 1,600,000.00	-
10/1/2017	1	4.000%	30,933.33	40,459.85	71,393.18	1,559,540.15	19.556
4/1/2018	2	4.000%	31,190.80	40,202.38	71,393.18	1,519,337.77	39.532
10/1/2018	3	4.000%	30,386.76	41,006.42	71,393.18	1,478,331.35	60.826
4/1/2019	4	4.000%	29,566.63	41,826.55	71,393.18	1,436,504.80	82.956
10/1/2019	5	4.000%	28,730.10	42,663.08	71,393.18	1,393,841.72	105.947
4/1/2020	6	4.000%	27,876.83	43,516.35	71,393.18	1,350,325.37	129.824
10/1/2020	7	4.000%	27,006.51	44,386.67	71,393.18	1,305,938.70	154.614
4/1/2021	8	4.000%	26,118.77	45,274.41	71,393.18	1,260,664.29	180.343
10/1/2021	9	4.000%	25,213.29	46,179.89	71,393.18	1,214,484.40	207.040
4/1/2022	10	4.000%	24,289.69	47,103.49	71,393.18	1,167,380.91	234.732
10/1/2022	11	4.000%	23,347.62	48,045.56	71,393.18	1,119,335.35	263.450
4/1/2023	12	4.000%	22,386.71	49,006.47	71,393.18	1,070,328.88	293.222
10/1/2023	13	4.000%	21,406.58	49,986.60	71,393.18	1,020,342.28	324.080
4/1/2024	14	4.000%	20,406.85	50,986.33	71,393.18	969,355.95	356.055
10/1/2024	15	4.000%	19,387.12	52,006.06	71,393.18	917,349.89	389.179
4/1/2025	16	4.000%	18,347.00	53,046.18	71,393.18	864,303.71	423.485
10/1/2025	17	4.000%	17,286.07	54,107.11	71,393.18	810,196.60	459.009
4/1/2026	18	4.000%	16,203.93	55,189.25	71,393.18	755,007.35	495.783
10/1/2026	19	4.000%	15,100.15	56,293.03	71,393.18	698,714.32	533.846
4/1/2027	20	4.000%	13,974.29	698,714.32	712,688.61	-	6,975.498
Total			469,159.03	1,600,000.00	2,069,159.03		11,728.975
Certificates Statistics							
Principal amount			\$ 1,600,000.00	Day-Count Method		30/360	
Interest rate			4.000%	Computed Payment Amount		\$71,439.88	
Dated date			4/7/2017	Actual Payment Amount		\$71,393.18	
Issue date			4/7/2017	Days of accrued interest		-	
First interest payment			10/1/2017	Accrued interest		\$0.00	
First principal payment			10/1/2017	Bond years		11,728.975	
Last payment			4/1/2032				
No. of principal payments per year			2	Weighted avg. maturity (years)		7.3306	
Total no. of principal payments			30	Certificates yield		4.000102%	
Denomination			0.01	Net interest cost		4.000000%	

\$1,600,000.00
City of Twin Oaks, Missouri
Certificates of Participation, (City of Twin Oaks, Missouri, Lessee), Series 2017

Proof of Arbitrage Yield					
Payment Date	Days After Closing	Certificates Payments	Pres. Val. Factor 4.00010%	Present Value to 4/7/2017	
4/7/2017					
4/7/2017	-	-	1.0000000	-	
10/1/2017	174	71,393.18	0.9810390	70,039.50	
4/1/2018	354	71,393.18	0.9618025	68,666.14	
10/1/2018	534	71,393.18	0.9429432	67,319.71	
4/1/2019	714	71,393.18	0.9244536	65,999.68	
10/1/2019	894	71,393.18	0.9063266	64,705.54	
4/1/2020	1,074	71,393.18	0.8885551	63,436.77	
10/1/2020	1,254	71,393.18	0.8711320	62,192.88	
4/1/2021	1,434	71,393.18	0.8540505	60,973.38	
10/1/2021	1,614	71,393.18	0.8373040	59,777.80	
4/1/2022	1,794	71,393.18	0.8208859	58,605.65	
10/1/2022	1,974	71,393.18	0.8047897	57,456.49	
4/1/2023	2,154	71,393.18	0.7890091	56,329.87	
10/1/2023	2,334	71,393.18	0.7735379	55,225.33	
4/1/2024	2,514	71,393.18	0.7583701	54,142.46	
10/1/2024	2,694	71,393.18	0.7434998	53,080.81	
4/1/2025	2,874	71,393.18	0.7289210	52,039.99	
10/1/2025	3,054	71,393.18	0.7146281	51,019.57	
4/1/2026	3,234	71,393.18	0.7006154	50,019.16	
10/1/2026	3,414	71,393.18	0.6868775	49,038.37	
4/1/2027	3,594	712,688.61	0.6734090	479,930.90	
Total		2,069,159.03		1,600,000.00	
Yield Target Amount:					
Principal			1,600,000.00		
Original issue premium/discount			-		
Sale proceeds			1,600,000.00		
Accrued interest			-		
Total				1,600,000.00	
Difference				(0.00)	
Certificates yield				4.0001022%	

EXHIBIT A

AMENDED SCHEDULE OF BASIC RENT PAYMENTS^{1,2}

Payment Number	Payment Date	Payment Amount	Principal Amount	Interest Amount	Loan Balance
1	10/01/2022	\$71,400.72	\$48,050.64	\$23,350.08	\$1,119,453.54
2022 Year Totals			\$48,050.64	\$23,350.08	
Accumulated Totals			\$48,050.64	\$23,350.08	
2	04/01/2023	\$71,400.72	\$49,011.65	\$22,389.07	\$1,070,441.89
3	10/01/2023	\$71,400.72	\$49,991.88	\$21,408.84	\$1,020,450.01
2023 Year Totals			\$99,003.53	\$43,797.91	
Accumulated Totals			\$147,054.17	\$67,147.99	
4	04/01/2024	\$71,400.72	\$50,991.72	\$20,409.00	\$969,458.29
5	10/01/2024	\$71,400.72	\$52,011.55	\$19,389.17	\$917,446.74
2024 Year Totals			\$103,003.27	\$39,798.17	
Accumulated Totals			\$250,057.44	\$106,946.16	
6	04/01/2025	\$71,400.72	\$53,051.79	\$18,348.93	\$864,394.95
7	10/01/2025	\$71,400.72	\$54,112.82	\$17,287.90	\$810,282.13
2025 Year Totals			\$107,164.61	\$35,636.83	
Accumulated Totals			\$357,222.05	\$142,582.99	
8	04/01/2026	\$71,400.72	\$55,195.08	\$16,205.64	\$755,087.05
9	10/01/2026	\$71,400.72	\$56,298.98	\$15,101.74	\$698,788.07
2026 Year Totals			\$111,494.06	\$31,307.38	
Accumulated Totals			\$468,716.11	\$173,890.37	
10	04/01/2027	\$71,400.72	\$57,424.96	\$13,975.76	\$641,363.11
11	10/01/2027	\$71,400.72	\$58,573.46	\$12,827.26	\$582,789.65
2027 Year Totals			\$115,998.42	\$26,803.02	
Accumulated Totals			\$584,714.53	\$200,693.39	
12	04/01/2028	\$71,400.72	\$59,744.93	\$11,655.79	\$523,044.72
13	10/01/2028	\$71,400.72	\$60,939.83	\$10,460.89	\$462,104.89
2028 Year Totals			\$120,684.76	\$22,116.68	
Accumulated Totals			\$705,399.29	\$222,810.07	
14	04/01/2029	\$71,400.72	\$62,158.62	\$9,242.10	\$399,946.27
15	10/01/2029	\$71,400.72	\$63,401.79	\$7,998.93	\$336,544.48
2029 Year Totals			\$125,560.41	\$17,241.03	
Accumulated Totals			\$830,959.70	\$240,051.10	
16	04/01/2030	\$71,400.72	\$64,669.83	\$6,730.89	\$271,874.65
17	10/01/2030	\$71,400.72	\$65,963.23	\$5,437.49	\$205,911.42
2030 Year Totals			\$130,633.06	\$12,168.38	
Accumulated Totals			\$961,592.76	\$252,219.48	
18	04/01/2031	\$71,400.72	\$67,282.49	\$4,118.23	\$138,628.93
19	10/01/2031	\$71,400.72	\$68,628.14	\$2,772.58	\$70,000.79
2031 Year Totals			\$135,910.63	\$6,890.81	
Accumulated Totals			\$1,097,503.39	\$259,110.29	
20	04/01/2032	\$71,400.81	\$70,000.79	\$1,400.02	\$0.00
2032 Year Totals			\$70,000.79	\$1,400.02	
Accumulated Totals			\$1,167,504.18	\$260,510.31	

¹ To provide for the timely payment of Basic Rent, the City will pay to the Trustee for deposit in the Lease Revenue Fund not less than fifteen (15) days before each Basic Rent Payment Date, the amount due on such Basic Rent Payment Date.

² This Schedule of Basic Rent Payments is subject to amendment pursuant to **Sections 3.09** of the Declaration of Trust and **Section 4.08** of the Lease.

EXHIBIT A

LIST OF TAX-EXEMPT BONDS COVERED BY THIS COMPLIANCE PROCEDURE

Certificates of Participation (City of Twin Oaks, Missouri, Lessee), Series 2017^{1,2}

¹ Expected to be delivered on April 7, 2017.

² Article VII of this Policy is not applicable to the Series 2017 Certificates.



FINANCIAL REPORT

FOR THE SIX MONTHS ENDING JUNE 30, 2026

**CITY OF TWIN OAKS
COMBINED BALANCE SHEET
June 30, 2026**

<u>Assets</u>		
Cash	\$	1,862,329
Certificate of Deposit		634,157
Other current assets		394,351
Lease receivable		348,784
TOTAL ASSETS		\$ 3,239,621
<u>Liabilities</u>		
Payables and deferred		121,542
Lease related		317,853
TOTAL LIABILITIES		439,395
<u>Fund Balances</u>		
Sewer Lateral		61,726
Capital Improvements		614,730
Road		618
Park and Stormwater		539,516
General		1,583,635
TOTAL FUND BALANCES		2,800,226
TOTAL LIABILITIES AND FUND BALANCES		\$ 3,239,621

CITY OF TWIN OAKS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SIX MONTHS ENDED, JUNE 30, 2026

	<u>Sewer</u>	<u>Cap Impr</u>	<u>Road</u>	<u>Park & Stormwater</u>	<u>General</u>	<u>Total-All Funds</u>		<u>Percent Change</u>	<u>Percent Budget</u>
<u>REVENUES</u>						<u>2026</u>	<u>2025</u>		
Sales taxes	\$ -	\$ 182,185		\$ 214,335	\$ 429,658	\$ 826,177	\$ 792,997	4.2%	53.9%
Property tax	-				35,081	35,081	25,372	38.3%	82.5%
Intergovernmental taxes	-		31,475		6,959	38,434	28,191	36.3%	65.1%
Licenses, permits, fees	3,330			3,675	113,834	120,839	100,446	20.3%	78.9%
Miscellaneous	-			-	1,531	1,531	430	256.1%	153.1%
Investment income	418				32,612	33,030	31,476	4.9%	65.7%
Total	3,748	182,185	31,475	218,010	619,675	1,055,093	978,911	7.8%	45.5%

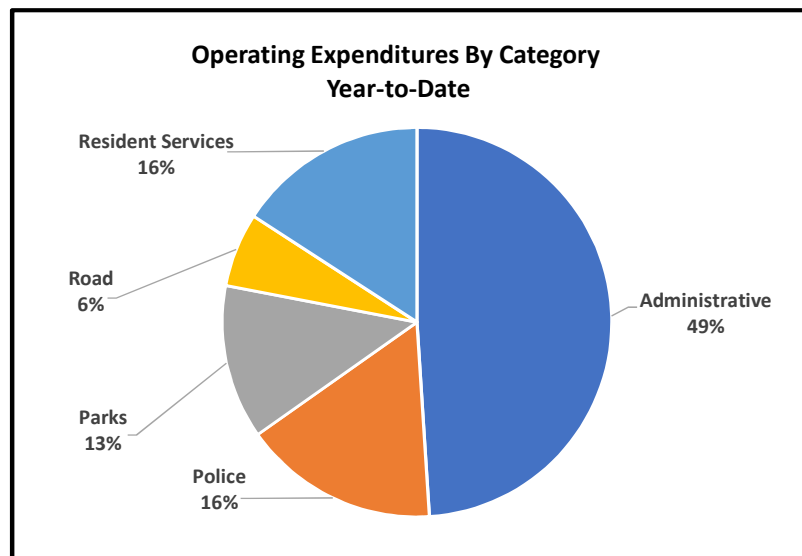
<u>EXPENDITURES</u>									
Administrative					248,313	248,313	218,155	13.8%	53.1%
Police					82,344	82,344	78,422	5.0%	48.4%
Parks				64,926		64,926	66,456	-2.3%	43.1%
Road			31,066			31,066	38,149	-18.6%	36.8%
Resident Services*			4,840	40,931	34,567	80,338	77,798	3.3%	43.5%
Capital Improvements		29,127	5,192	47,310		81,629	50,211	62.6%	8.8%
Debt Service		71,394				71,394	71,393	0.0%	50.0%
Total	-	100,521	41,098	153,166	365,223	660,009	600,586	9.9%	31.0%

Excess (deficiency) of revenues
over (under) expenditures 3,748 81,663 (9,623) 64,843 254,452 395,084

Other Sources (Uses)						
Transfers In	-	85,700	55,000	-	-	140,700
Transfers (Out)	-	(55,000)	-	-	(85,700)	(140,700)
Change in Fund Balance	3,748	112,363	45,377	64,843	168,752	395,084

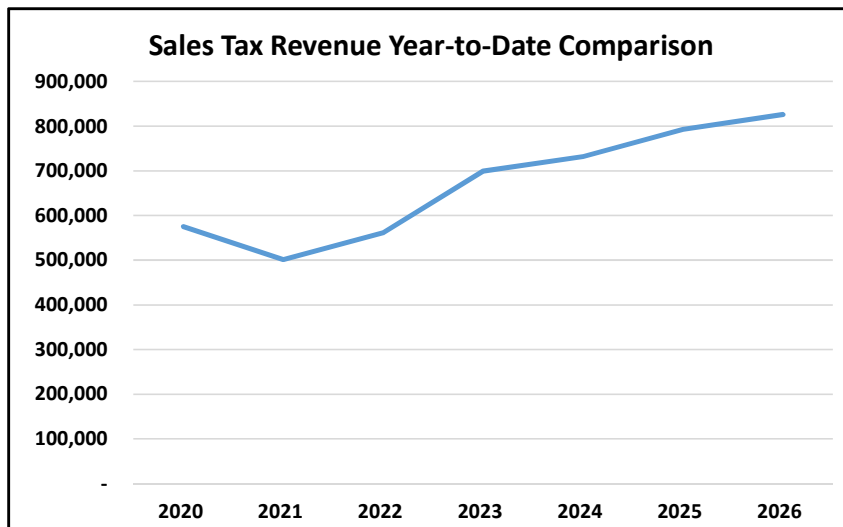
Fund Balance 1/1/2026	57,978	502,367	(44,759)	474,673	1,414,883	2,405,142
Fund Balance 6/30/2026	\$ 61,726	\$ 614,730	\$ 618	\$ 539,516	\$ 1,583,635	\$ 2,800,225

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



**CITY OF TWIN OAKS
SALES AND USE TAX REVENUES
SIX MONTHS ENDED JUNE 30**

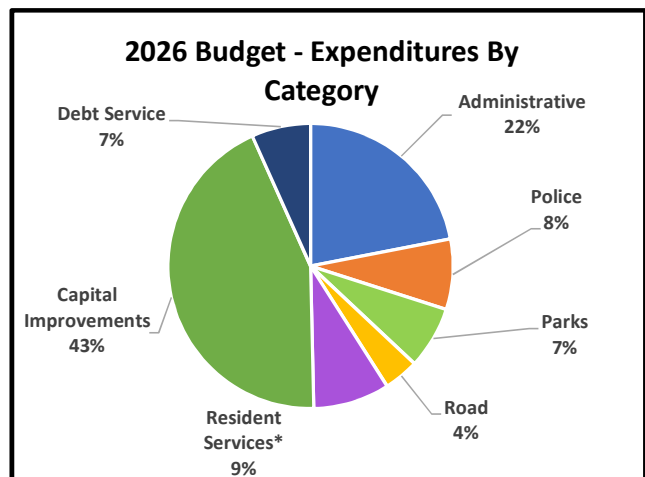
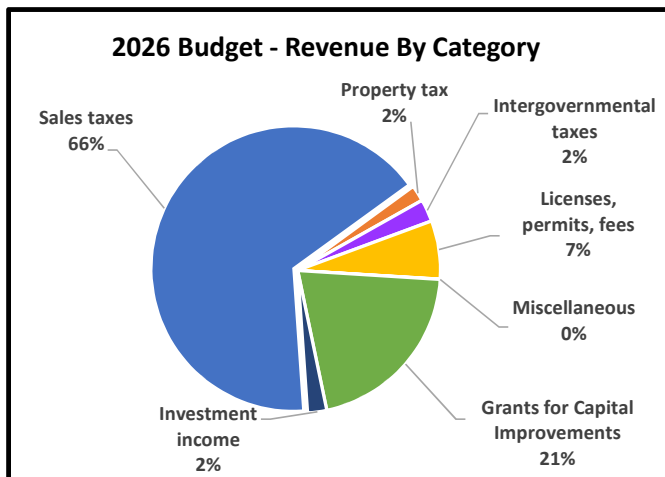
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	Budget 2026
Sales Tax (1%)	204,089	181,271	210,007	244,648	256,556	275,597	302,586	510,000
Local Option (.25 %)	69,113	59,611	62,992	76,323	80,690	88,499	89,382	182,000
STL County Public Safety	8,488	10,345	11,431	17,746	19,946	19,501	20,557	41,000
Use Tax	-	-	-	24,708	20,765	21,532	17,133	40,000
TOTAL GENERAL FUND	281,690	251,227	284,430	363,425	377,957	405,129	429,658	773,000
Stormwater/Parks Sales Tax 1/2 cent	158,468	135,278	149,824	181,616	191,574	209,658	214,335	410,000
Cap Impr Sales Tax (.50%)	134,697	114,986	127,350	154,373	162,838	178,209	182,185	350,000
TOTAL-ALL FUNDS	574,855	501,491	561,604	699,414	732,369	792,996	826,177	1,533,000
								53.89%



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

	<u>Sewer</u>	<u>Cap Impr</u>	<u>Road</u>	<u>Park & Stormwater</u>	<u>General</u>	<u>Total-All Funds</u>		<u>Percent Budget</u>
						<u>2026 BUDGET</u>	<u>2026 6/30/2026</u>	
<u>REVENUES</u>								
Sales taxes	\$ -	\$ 350,000		\$ 410,000	\$ 773,000	\$ 1,533,000	\$ 826,177	53.9%
Property tax					42,500	42,500	35,081	82.5%
Intergovernmental taxes			45,000		14,000	59,000	38,434	65.1%
Licenses, permits, fees	4,700			3,200	145,200	153,100	120,839	78.9%
Miscellaneous					1,000	1,000	1,531	153.1%
Grants for Capital Impr.			180,000	300,000		480,000	-	0.0%
Investment income	300				50,000	50,300	33,030	65.7%
Total	5,000	350,000	225,000	713,200	1,025,700	2,318,900	1,055,093	45.5%
<u>EXPENDITURES</u>								
Administrative					467,910	467,910	248,313	53.1%
Police					170,000	170,000	82,344	48.4%
Parks				150,500		150,500	64,926	43.1%
Road			84,500			84,500	31,066	36.8%
Resident Services*	5,000		30,000	69,300	80,500	184,800	80,338	43.5%
Capital Improvements		30,000	265,000	635,000		930,000	81,629	8.8%
Debt Service		142,801				142,801	71,394	50.0%
Total	5,000	172,801	379,500	854,800	718,410	2,130,511	660,009	31.0%
Excess (deficiency) of revenues over (under) expenditures								
	-	177,199	(154,500)	(141,600)	307,290	188,389		
Other Sources (Uses)								
Transfers In		85,700	154,500			240,200		
Transfers (Out)	-	(154,500)	-	-	(85,700)	(240,200)		
Change in Fund Balance	-	108,399	-	(141,600)	221,590	188,389		
Fund Balance 1/1/2026	57,978	502,367	(44,759)	474,673	1,414,883	2,405,142		
Fund Balance 12/31/2026	\$ 57,978	\$ 610,766	\$ (44,759)	\$ 333,073	\$ 1,636,473	\$ 2,593,530		

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





CITY OF TWIN OAKS POLICE ACTIVITY REPORT

June 2026

Radio CFS:	48
Self-Initiated Assignments:	173
Police Reports Written:	3
Total Traffic Stops:	12

Arrests:

Felony	0
Misdemeanor	0
Summons (Arrest Notification)	0

Auto Accidents:

Injury	0
Non-Injury	2

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

Crimes Reported:	0
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Patrol Bicycle Program:	29.8 hours
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RESOLUTION NO. 2026-16

**A RESOLUTION OF THE TWIN OAKS BOARD OF
ALDERMEN APPROVING CYBER SECURITY INSURANCE
COVERAGE FOR 2026-2027.**

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 the proposal from Gallagher/Assured Partners of MO on behalf of CFC/Lloyds for cyber security coverage as set forth in “Exhibit 1” attached hereto and incorporated herein by reference (the “Proposal”) for the coverages listed therein, at a total premium of \$1,937.25.

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

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

Russ Fortune, Mayor

Attest:

April Milne, City Administrator/Clerk

Exhibit 1



April 20, 2026

TO: AssuredPartners of Missouri, LLC - St. Louis
ATTN: Lucas Wittenberg

File # 28955.03

FROM:
for Ryan Roth

New Business

RE: City of Twin Oaks

POLICY PERIOD: Open

Quote Summary

A quote summary has been provided below for your convenience. The quote following this summary provides a full description of terms, conditions, forms, endorsements, and exclusions. Based on our review of the submission documents, we have submitted the risk to markets we have access to that might provide terms in line with the Insured's basic. With these needs in mind, we have reviewed the policy forms and endorsement offered and, when necessary, sought to obtain amendments or enhancements that would further benefit the Insured. We will also provide timely quotes, binders, policies and remit premium consistent with generally accepted standards or as may be required by law. Please note: An order to bind must be received in writing prior to the effective date. All orders must be confirmed by our Binder of Coverage to be in effect.

INSURER: Underwriters at Lloyds of London

COVERAGE: Cyber Liability

LIMITS: \$1,000,000

RETENTION: \$2,500

RETROACTIVE DATE: Full Prior Acts

PREMIUM: \$ 1,410.00

TAXES & FEES: 185.00 Company Fee
250.00 Broker Fee - Fully retained at inception.
92.25 State Tax

TOTAL COST: \$ 1,937.25

COMMISSION: 12.00%

SUBJECTIVITIES: 1. Please confirm all 7 questions on the last page of the quote PDF

Fees are fully retained at inception.

Payment is due in our office in 20 days from inception of coverage.

NO FLAT CANCELLATIONS.

This quotation is valid for 20 days, or until inception of coverage, whichever is sooner.

This quote is presented under the assumption that there are, and will not be, any material changes in risk from the date of



this proposal to the effective date of the policy. This includes all claims, notices or circumstances related to the policy being proposed.

Please note that this quote is contingent to the receipt, review and acceptance of all subjectivities requested by the Carrier. proposed policy. In the event there is a change in material risk, including subjectivity information received, the Insurer may – in its sole discretion – modify and/or withdraw this offering.

Synergy discloses herein, that a broker fee may be charged for our services. We also receive compensation from the Insurer, directly or indirectly, for consumer purchase of the policy proposed.



Why choose CFC cyber?

Find out why CFC's market-leading cyber insurance products are trusted by over 100,000 businesses around the globe to help protect them against cyber risk.

Broad cyber coverage

Covering a range of attacks and incidents, including:

- ✓ **Unlimited reinstatements with nil deductible**, where you'll pay either none, or only single deductible, no matter how many cyber incidents we respond to.
- ✓ **Proactive cyber attack prevention** contractually embedded into the insurance product as a world first.
- ✓ **Business interruption** includes full limits for systems failure events, lost or missed bids, data recreation cover and emergency continuity costs.
- ✓ **Interim payments** for business interruption losses prior to the final adjustment.
- ✓ **Extensive crime coverage**, including invoice manipulation, theft of client funds and physical goods.
- ✓ **Affirmative coverage** for AI, contingent bodily injury, extortion response costs and more.

Largest in-house incident response and claims team

- ✓ **+200 incident response experts** situated around the globe to offer 24x7x365 support.
- ✓ **Specifically trained** to triage, remediate and recover businesses from cyber attacks.
- ✓ **Regionally specialized claims team**—who have a deep understanding of your local jurisdiction.

Cyber attack prevention services—as standard

Working to protect you from cyber attacks—helping to prevent a claim, before it happens.

- ✓ Starts the day you bind, working throughout the policy period.
- ✓ Included as standard, at no extra cost.
- ✓ Using a range of advanced cyber security tools and technology to identify threats and alert you to those that matter.

99.1% cyber claims acceptance rate*

- ✓ Giving you the confidence and peace of mind that your largest business risk will be covered.
- ✓ Providing you with a comprehensive product that covers what it says it will.

25 years' cyber experience

- ✓ As one of the **longest running cyber providers**, you can trust we work to put your business first.
- ✓ The largest in-house cyber team in the market, who offer a **streamlined and efficient process** from underwriting and cyber security to incident response and claims.

*Based on the last 12 months of cyber claims.

Note: Incident response services are provided by an affiliate of CFC Underwriting Ltd, trading under the name CFC Response.



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Cyber attack prevention and remediation

A CFC cyber policy offers protective services working to help prevent attacks from happening in the first place. If an incident does occur, our expert technical team will help get you back online, fast.

Proactive cyber attack prevention

Working to protect you from cyber incidents.

We supplement your existing cyber security programme by assessing your businesses' attack surface to understand what we're protecting. Then work around the clock, seeking to identify threats and risks that could impact your businesses—only alerting you to those threats that matter.

Using a range of advanced cyber security tools:



Threat intelligence

We partner with government and private threat intelligence organizations to receive and **analyze information about cyber threats** targeting your business.



Threat hunting

Our cyber threat analysts **actively search the dark web** and hacker forums for compromised customer credentials and any other malicious activity.



Vulnerability scanning

We actively **scan insureds for known vulnerabilities** and cyber risks that have a high correlation to claims.



Real-time claims data

We use our own proprietary claims data to help **identify attack trends** and potential threats.

Expert incident response and cyber claims

Helping to get you back online, fast.



Triage

Once notified, **we'll be in touch within 15 mins*** to assess the situation and identify the necessary resources to address the incident.



Contain

Our team of cyber security engineers, forensic specialists and incident responders will **contain and remediate the incident**. If needed, we'll partner with third-party specialists.



Recover

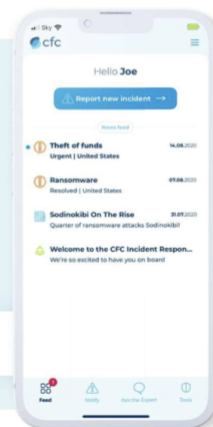
Once contained, our incident response and claims team work closely together to rebuild systems, reconstitute data and **get your business back up and running**.

Response app

Our award-winning mobile app offers free exclusive cyber security tools and access to technical support 24/7. Helping you get the most out of our preventative and responsive cyber services.

- ✓ Most secure line of communication with our expert cyber security team.
- ✓ Fastest way to alert us of an incident.
- ✓ Receive personalized critical cyber threat alerts.

Download today to get the most out of your cyber policy.



*For notifications that come through our app, Response or via phone.

Note: Incident response services are provided by an affiliate of CFC Underwriting Ltd, trading under the name CFC Response.



INDICATION OF TERMS

REFERENCE NUMBER:	7064585
COMPANY NAME:	City of Twin Oaks
TOTAL PAYABLE:	USD1,595.00
Premium breakdown:	
Cyber & Privacy:	USD800.00
Cyber Crime:	USD610.00
TRIA:	USD0.00
Policy Administration Fee:	USD185.00
BUSINESS OPERATIONS:	Municipality
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
AGGREGATE DEDUCTIBLE:	USD2,500.00 in the aggregate
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
TIME FRANCHISE:	8 hours
WORDING:	Cyber Proactive Response v4.0
ENDORSEMENTS:	Complaints Notice (USA) Policyholder Disclosure Notice Of Terrorism Insurance Coverage Schedule Of Information
SUBJECTIVITIES:	N/A
POLICY PERIOD:	12 months
DATE OF ISSUE:	20 Apr 2026
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers

ADDITIONAL NOTES:

THIS QUOTATION IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES

DECLARATIONS

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD1,000,000 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: USD1,000,000 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: USD1,000,000 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: USD1,000,000 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD1,000,000 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD1,000,000 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: USD50,000 each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: USD250,000 each and every claim

SECTION B: INVOICE MANIPULATION

Limit of liability: USD250,000 each and every claim

SECTION C: NEW VENDOR FRAUD

Limit of liability: USD250,000 each and every claim

SECTION D: PHYSICAL GOODS FRAUD

Limit of liability: USD250,000 each and every claim



SECTION E: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

SECTION F: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim

SECTION G: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim

SECTION H: THEFT OF CLIENT FUNDS

Limit of liability: USD50,000 each and every claim

SECTION I: CUSTOMER PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

SECTION J: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim

SECTION K: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim

INSURING CLAUSE 3: CYBER EXTORTION

Limit of liability: USD1,000,000 each and every claim

INSURING CLAUSE 4: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD1,000,000 each and every claim

SECTION B: HARDWARE REPLACEMENT COSTS

Limit of liability: USD1,000,000 each and every claim

SECTION C: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD1,000,000 each and every claim

SECTION D: EMERGENCY AND ADDITIONAL OPERATIONAL CONTINUITY COSTS

Limit of liability: USD100,000 each and every claim



SECTION E: VOLUNTARY AND REGULATORY SHUTDOWN

Limit of liability: USD1,000,000 each and every claim

SECTION F: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD1,000,000 each and every claim

SECTION G: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD1,000,000 each and every claim

SECTION H: LOST OR MISSED BIDS

Limit of liability: USD1,000,000 each and every claim

SECTION I: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

INSURING CLAUSES 5 AND 7 - 9 COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

INSURING CLAUSE 5: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

SECTION D: REGULATORY FINES, PENALTIES AND INVESTIGATION COSTS

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of liability: USD250,000 in the aggregate, including **costs and expenses**



INSURING CLAUSE 6: CRIMINAL REWARD COVER

Limit of liability: USD100,000 each and every claim

INSURING CLAUSE 7: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

INSURING CLAUSE 8: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

INSURING CLAUSE 9: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate



OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN - USA

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact CFC stating the nature of your complaint, the certificate and/or claim number.

You can contact us directly at complaints@cfc.com or please write to:

Chief Executive Officer
CFC Underwriting Limited
11th Floor, 8 Bishopsgate
London EC2N 4BQ
United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at dataprotection@cfc.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfc.com/privacy>



OTHER COSTS, FEES AND CHARGES

A Policy Administration Fee may be charged by CFC Underwriting Limited for administration costs incurred by it for its role in the distribution of this policy. Any applicable Policy Administration Fee:

- a. is separate from and in addition to the premium stated in the Declarations page; and
- b. constitutes a separate agreement between the Insured stated in the Declarations page and CFC Underwriting Limited which will come into effect upon inception of the policy.

If a Policy Administration Fee is applicable then it will be deemed fully earned upon inception of this policy and it will not be refundable in the event this policy is cancelled in accordance with the terms and conditions of this policy



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY N/A
NUMBER:

THE INSURED: City of Twin Oaks
WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(l) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



SCHEDULE OF INFORMATION

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: City of Twin Oaks

WITH EFFECT FROM: -

The information stated below has been provided to **us** as part of **your** application for this Policy. It is important that this information is correct as **we** may seek to avoid this Policy or reject a claim in the event of any reckless or deliberate non-disclosure or misrepresentation.

If any of the information below is incorrect, please contact **us** as soon as is reasonably practicable.

1. Company web address: www.cityoftwinoaks.gov
2. Number of employees: 4
3. Annual revenue: USD2,318,900
4. **You** have not experienced a **cyber event** in the past three years that has resulted in a direct financial loss of more than USD10,000
5. **You** have not had any legal action brought or threatened against **you** in the last five years as a direct result of a **cyber event**
6. **You** have not had any regulatory action initiated against **you** in the last five years as a direct result of a **cyber event**
7. **You** are not involved in the direct supply of goods or services to the cannabis industry, nor are **you** involved directly with the use or supply of cryptocurrency

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

**A RESOLUTION APPROVING AN ENGINEERING SERVICES
AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. (GBA)
FOR THE TAP-4900(655) MERAMEC STATION ROAD SIDEWALK
PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT**

WHEREAS, the City of Twin Oaks has received Transportation Alternatives Program (TAP) funding administered through the Missouri Department of Transportation (MoDOT) to complete the TAP-4900(655) Meramec Station Road Sidewalk Project; and

WHEREAS, the project generally consists of the design, right-of-way coordination, bidding assistance, and construction inspection services associated with the construction of a new sidewalk along the west side of Meramec Station Road, including associated pedestrian improvements, drainage improvements, accessibility features, and related appurtenances; and

WHEREAS, the City solicited and evaluated qualifications and proposals for professional engineering services in accordance with applicable federal, state, and local procurement requirements for federally funded transportation projects; and

WHEREAS, George Butler Associates, Inc. (GBA) was determined to be the most qualified firm and submitted a proposed Engineering Services Contract for the performance of the required professional services for the project; and

WHEREAS, the proposed Engineering Services Contract provides for planning, design, right-of-way support, bidding assistance, and construction phase services for the project, with a total contract amount not to exceed \$399,591.19; and

WHEREAS, the Board of Aldermen finds that approval of the Engineering Services Contract with GBA is in the best interests of the City and will facilitate implementation of this important pedestrian safety and connectivity improvement project.

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute the Engineering Services Contract between the City of Twin Oaks and George Butler Associates, Inc. (GBA) for the TAP-4900(655) Meramec Station Road Sidewalk Project. The Engineering Services Contract shall be in substantially the form of Exhibit A and the services to be performed thereunder shall be as described in the agreement.

Section 2. City staff and officials are authorized to take such further actions as may be necessary to implement the approved contract and advance the project in accordance with applicable MoDOT and federal requirements.

Section 3. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

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

Russ Fortune, Mayor

Attest:

April Milne, City Clerk

Exhibit A
Engineering Services Contract

SPONSOR: City of Twin Oaks, Missouri
LOCATION: Meremac Station Road, Twin Oaks, MO
PROJECT: TAP-4900(655) Meremac Station Road Sidewalk

THIS CONTRACT is between City of *Twin Oaks*, Missouri, hereinafter referred to as the "Local Agency", and *George Butler Associates, Inc.*, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Transportation Alternatives Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *add sidewalk to Meremac Station Road* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A

The scope of the project is to add a new five feet wide sidewalk along the west side of Meramec Station Road from a point of an existing sidewalk approximately 160 feet south of Big Bend Road south to the intersection with Crescent Ave. The proposed sidewalk will also have a mid-block crossing at Forest Avenue to the east.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE <u>SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
NA	NA	NA	NA	NA

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on **April 30th, 2029**
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 15,197.56 , with a ceiling established for said design services in the amount of \$ \$265,123.06, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 11,105.24 , with a ceiling established for said inspection services in the amount of \$ 134,468.13 , which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 204.10 % of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount calculated at 0.59 % of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Volkert	1500 Eastport Plaza Dr., Ste 200 Collinsville, IL 62234	Survey & ROW Acquisition

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency,

the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability in the selection and retention of subcontractors. The Engineer will comply with state and federal statutes and regulations related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Engineer shall provide all information and reports, and permit access to its records, as determined by the Department of Transportation to be necessary to ascertain compliance with this section. If the Engineer fails to comply with this section, the Local Agency may withhold payments under the Agreement or cancel, terminate, or suspend the Agreement.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the

Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 20__.

Executed by the City this __ day of _____, 20__.

FOR: CITY OF TWIN OAKS, MISSOURI

BY: _____
Presiding Commissioner

ATTEST: _____
City Clerk

FOR: GBA, INC.

BY: _____
Principal

ATTEST: _____
Project Manager

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

CITY ACCOUNTING OFFICER

ATTACHMENT A

Scope of Services

SCOPE OF SERVICES
Meramec Station Road Sidewalk Construction
For City of Twin Oaks, MO
Prepared by George Butler Associates, Inc. (GBA)

This scope of services is for developing design plans for a sidewalk along the west side of Meramec Station Road from Crescent Avenue to the northernmost of the two entrances to Big Bend Square. GBA will use the concept plan layout prepared for the TAP grant that was obtained to fund this project to prepare final design plans, specifications and an estimate of probable cost, and will assist the city through the construction bidding phase.

Task 1 – Data Collection & Survey

a. See Volkert Scope

Task 2 – Preliminary Design

Subtask 1 – Project Management

1. Oversee all project activities and ensure adherence to timelines, budgets, and quality standards.
2. Monitor progress and address any issues or concerns that arise.
3. Provide guidance and direction to the design staff throughout project phases.
4. Assign appropriate personnel to project tasks
5. Develop and maintain project schedules, including milestones and deliverables.
6. Monitor progress and adjust schedules as needed to meet project deadlines.
7. Organize and facilitate project huddles (assume eight [8]) with design staff, ensuring effective communication and collaboration.
8. Coordinate attendance and participation in external project kickoff meetings with city representatives.
9. Facilitate internal design kickoff meetings exclusive to GBA, ensuring clarity of project objectives and expectations.
10. Arrange and facilitate progress/design decision meetings (assume three [3]) with City representatives.
11. Coordinate the submission of monthly invoices and progress reports to City.
12. Manage project administration and correspondence, including emails, letters, phone calls, and project records.
13. Perform QA/QC reviews to ensure compliance with project requirements and standards.

Subtask 2 – Sidewalk / Driveways

1. Create a base file for sidewalk, driveway, and road geometrics.
2. Develop a layout and design of the new sidewalk on the west side of Meramec Station Road.
3. Design curb ramps to ensure accessibility (assume 9 ramps).
4. Design of driveways to ensure compliance with ADA standards where sidewalk crossings are present (assume 6 profiles).
5. Develop a 3D model depicting the sidewalk, driveways, and roadway with associated ditches for visualization, quantities, and analysis purposes as well as production of cross sections.
6. Develop design of proposed retaining walls (assume 2 locations).
7. Design of stairways and connections to private walkways (assume 2 locations).

SCOPE OF SERVICES
Meramec Station Road Sidewalk
TAP-4900(655)

8. Conduct field check to verify design with field elements (assume 3 people).
9. Calculate quantities for sidewalk components to estimate materials accurately.
10. Prepare a preliminary engineer's estimate of probable cost based on calculated quantities.
11. Develop a comprehensive preliminary plan set including the following components:
 - Title sheet
 - Typical sections
 - Plan/Profile sheets (1"=20' scale) (3 sheets)
 - Cross sections (25' Interval) (10 sheets)
12. Submit preliminary plans to the City and MoDOT for review.
13. Review comments received from the City and MoDOT on preliminary plans and provide appropriate responses to address concerns or suggestions.
14. Incorporate any additional revisions requested by City and MoDOT and submit finalized plans for final approval.

Subtask 3 – Drainage and MSD Submittals/Coordination

1. Prepare a hydraulic evaluation of the existing storm sewer system and layout within the project area.
2. Develop storm sewer profiles for the new storm sewer layout.
3. Develop Drainage area maps for the storm sewer system.
4. Evaluate the need for and design of Water Quality BMPs.
5. Provide quantities and costs to complete the preliminary opinion of construction cost for drainage items.
6. Complete the first MSD submittal and coordinate with MSD.

Subtask 4 – Utility Coordination

1. Establish a comprehensive log to document all communication and interactions with utility providers.
2. Compare utilities depicted on project plans with information provided by utility maps to assess accuracy and identify any disparities.
3. Work with utility companies to identify and document potential conflicts between project plans and existing utilities to mitigate risks and ensure smooth project execution.
4. Prepare necessary documentation and attend one (1) utility coordination meeting to discuss project plans, address concerns, and coordinate utility relocations or adjustments.

Subtask 5 –Environmental Permitting (RER)

1. Initiate a Request for Environmental Review (RER) with MoDOT.
2. Complete and submit the State Historic Preservation Office (SHPO) Section 106 Project Information Form and upload to the RER to assess potential impacts on historic resources.
3. Conduct internal quality reviews throughout all project phases to ensure compliance with environmental regulations, standards, and project requirements.

Task 3 – Right of Way Design

Subtask 1 – Project Management

SCOPE OF SERVICES
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TAP-4900(655)

1. Oversee general management, supervision, staffing, scheduling, and coordination of project activities to ensure smooth execution and timely completion.
2. Prepare for and actively participate in two progress meetings to discuss project status, address issues, and plan upcoming tasks.
3. Organize and facilitate project huddles (assume four [4]) with design staff to facilitate collaboration, share updates, and resolve design-related issues.
4. Provide monthly invoices and progress reports to accurately reflect project expenses and milestones achieved.
5. Handle project administration and correspondence including emails, letters, phone calls, and maintenance of project records to ensure effective communication and documentation.
6. Perform QA/QC reviews to ensure compliance with project requirements and standards. Reviews include Detailed Design Reviews (DDR), Client Conformance Reviews (CCR), and Independent Design Reviews (IDR).

Subtask 2 – Sidewalk / Driveways

1. Update the title sheet to reflect current project information and changes.
2. Develop right-of-way taking sheets at a 1"=20' scale, totaling three (3) sheets, detailing proposed easements and takings areas for up to eight (8) parcels. Include proposed easement station/offset information and labels, as well as a table summarizing takings areas.
3. Update property owner information as required to ensure accuracy against title work.
4. Update the engineer's estimate based on the latest project developments and changes.
5. Submit right-of-way (ROW) base files to the surveyor for review and verification.
6. Make necessary updates to plans based on feedback and review from the surveyor.
7. Prepare and submit ROW plans to the City and MoDOT for review and approval.
8. Review comments from the City and MoDOT and provide a comprehensive response addressing all concerns.
9. Revise plans based on City and MoDOT comments and resubmit for final approval.
10. Coordinate with the ROW negotiator, including answering requests for information (RFIs) and making minor plan revisions as needed during negotiations.

Subtask 3 – Public Involvement

1. Prepare displays and materials for up to two (2) individual stakeholder meetings during right of way negotiation phase.
2. Prepare and print displays and materials for public meeting to provide project information and engage stakeholders.
3. Provide two (2) staff members at open house public meeting.

Subtask 4 – Appraisals and Negotiations (by Volkert)

1. See Volkert Scope

Task 4 – Final Design

Subtask 1 – Project Management

1. Oversee all project activities and ensure adherence to timelines, budgets, and quality standards.

SCOPE OF SERVICES
Meramec Station Road Sidewalk
TAP-4900(655)

2. Monitor progress and address any issues or concerns that arise.
3. Provide guidance and direction to the design staff throughout project phases.
4. Assign appropriate personnel to project tasks
5. Develop and maintain project schedules, including milestones and deliverables.
6. Monitor progress and adjust schedules as needed to meet project deadlines.
7. Organize and facilitate project huddles (assume four [8]) with design staff, ensuring effective communication and collaboration.
8. Arrange and facilitate progress/design decision meetings (assume four [4]) with City representatives.
9. Coordinate the submission of monthly invoices and progress reports to City.
10. Perform QA/QC reviews to ensure compliance with project requirements and standards.

Subtask 2 – Sidewalk / Driveways

1. Update various components within the plan set including:
 - Update title sheet with latest project information,
 - Update typical sections to reflect current design standards,
 - Include summary of quantity sheets,
 - Detail plan/profile sheets at 1" = 20' scale to provide comprehensive project details,
 - Develop intersection detail sheets for specific road intersections,
 - Prepare erosion control plan and detail sheets with plan/plan views, and
 - Update cross sections at 25-foot intervals showing earthwork.
2. Update the existing 3D model to accurately represent the project's design features, terrain, and impacts.
3. Update and tabulate quantities of materials required for sidewalk construction, ensuring accurate estimates.
4. Finalize the engineer's estimate based on updated quantities and project specifications.
5. Prepare the final (PS&E) checklist required by the MoDOT to ensure compliance with regulations and standards.
6. Compile project manual documents using MoDOT boilerplate templates, including Job Special Provisions (JSPs) and Bid Form.
7. Develop a workday estimate to determine working days in construction contract.
8. Prepare and submit the final PS&E documents to the City and MoDOT for review and approval.
9. Review comments received from City and MoDOT on final PS&E documents and provide appropriate responses to address concerns or suggestions.
10. Revise plans based on City and MoDOT comments.
11. Submit final (signed and sealed) plans, specs, and estimate to City for final approval.

Subtask 3 – Drainage and Permitting

1. Utility Coordination and Right-of-way plan involvement for storm sewer adjustments.
2. Finalize Storm Sewer layouts and profile from design completion and MSD comments.
3. Complete plan and profile sheets for final design.
4. Prepare general notes for the stormwater pollution prevention plan (SWPPP) in the plan set.
5. Final MSD coordination, submittals, and permit.

SCOPE OF SERVICES
Meramec Station Road Sidewalk
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6. Complete final quantities and costs for the plans and final OPCC.
7. Provide specifications or job special provisions as required.

Subtask 4 – Utility Coordination

1. Maintain and update a detailed log documenting all communication and interactions with providers.
2. Review Plans of Adjustment (POAs) to ensure avoidance of conflict with proposed roadway/traffic facilities
3. Coordinate and correspond with utility providers via emails and phone calls to address project-related matters and ensure smooth communication flow.
4. Integrate POAs related to utilities into roadway construction plans.

Task 5 – Bidding and Construction Period Services

1. Gather necessary documentation and information in preparation for the pre-construction meeting.
2. Attend (assume two [2] staff) the pre-construction meeting to discuss project plans, logistics, timelines, and expectations with all relevant parties.
3. Receive and respond to contractor Requests for Information (RFIs) during the construction phase.
4. Review shop drawings related to pavement mix design submitted by the contractor.
5. Part Time-Construction Inspection and LPA documentation
 - a. For additional breakdown of construction inspection responsibilities, see the Matrix & LPA Documentation Checklist.

Assumptions and Exclusions

Assumptions

1. GBA will use the concept plan for the sidewalk developed for the TAP application as the basis for preliminary and final design.
2. A Missouri DNR Construction Land Disturbance Permit will not be necessary as the project is not expected to disturb greater than 1 acre.
3. GBA assumes MoDOT will classify the project as a NEPA Programmatic Categorical Exclusion (PCE).
4. Design and Construction will follow St. Louis County standard specifications for roadway construction. If County standards do not cover the design element, MoDOT standards will be used.
5. Fee assumes one (1) round of review for City and MoDOT during preliminary and final design phases.
6. Construction Period Services are assumed to be limited. It is assumed that the converted AutoCAD base files, project plans, and project manual will be the only deliverables provided to the contractor.
7. Additional electronic files or contractor assistance to re-build 3D model is not included in this fee estimate.
8. Fee assumes use of integral sidewalk retaining walls. If different wall type is required, additional fee will be requested.
9. Fences on walls are not required.

SCOPE OF SERVICES
Meramec Station Road Sidewalk
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10. Preliminary plans will not include any signing or lighting plan sheets
11. Locating Sanitary Sewer tops within topo limits, but NOT inverts.
12. Inverts for Storm Sewer will only be located within property limits.

Exclusions

1. Detailed Architectural renderings. Rendering for public meeting will be basic AI generated material to provide 3D image of what the corridor could look like. (Similar to GBA proposal)
2. Detailed Curb Ramp Design (Spot Elevations).
3. Irrigation system design.
4. Letter CE, CE2, EA, and EIS NEPA documentation.
5. Missouri DNR Construction Land Disturbance permit.
6. USACE Section 404 waters delineation and permitting.
7. Detailed surveys for historic/cultural resources and threatened & endangered species.
8. Detailed Section 4(f) / 6(f) parkland impact evaluations & documentation.
9. Phase 1 Environmental Site Assessment (ASTM E 1527) or any other investigation related to hazardous waste materials.
10. Support during condemnation if condemnation should be necessary.

Construction Inspection Responsibility Matrix & LPA Documentation Checklist

Meramec Station Road Sidewalk
City of Twin Oaks, Missouri

1. Construction Administration

Task	Consultant	City	Notes
Preconstruction Conference	Lead	Attend	Prepare agenda and meeting minutes
Construction schedule review	✓	✓	Contractor submittal
Construction progress meetings	Lead	Attend	As needed
Contractor coordination	✓		Day-to-day coordination
RFI review	✓		Coordinate with design engineer
Field issue resolution	✓		Notify City of major issues
Submittal review	✓		Pipe, materials, etc.

2. Field Construction Inspection

Task	Consultant	City	Notes
Part-time field inspection	✓		Assume 8 hours per week and during critical operations
Daily inspection reports	✓		Required for LPA documentation
Construction photo documentation	✓		Maintain project record
Traffic control monitoring	✓		Verify compliance with plans
Erosion control inspection	✓		Weekly or after rain event

3. Materials Testing & Documentation

Task	Consultant	City	Notes
Materials certification tracking	✓		Required for LPA
Coordinate materials testing	✓		With testing lab
Concrete ticket review	✓		If applicable

Aggregate certification review	✓		Subbase
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4. LPA Compliance Documentation

Task	Consultant	City	Notes
Payment Diary	✓		LPA requirement
Construction diary	✓		Project record
Certified payroll collection	✓		Davis-Bacon compliance
Certified payroll review	✓		Federal aid requirement
Wage Rate Interview	✓		Random verification (Every 2 weeks)
Contractor submittal tracking	✓		Maintain log

5. Contract Administration

Task	Consultant	City	Notes
Pay estimate preparation	✓		Monthly
Quantity tracking	✓		For pay estimates
Contractor pay application review	✓		Verify quantities
Change order preparation	✓		Coordinate with City
Change order approval	✓	✓	City approval required
Time extension review	✓	✓	If needed

6. Project Closeout

Task	Consultant	City	Notes
Final quantities	✓		
Final pay estimate	✓		
Final materials certification	✓		LPA requirement
Final inspection	✓	✓	With City
Punch list	✓	✓	With City
Project closeout documentation	✓	✓	Submit to MoDOT
Contractor final acceptance	✓	✓	City responsibility

MoDOT LPA Construction Documentation Checklist

Daily Construction Records

- Inspector Daily Work Reports

- Construction diary
- Photo documentation
- Weather documentation

Materials Documentation

- Materials certification log
- Pipe certifications
- Aggregate certifications
- Concrete tickets
- Compaction test results
- Materials testing reports

Labor Compliance

- Certified payrolls
- Payroll review documentation
- Labor interviews
- Wage rate verification (Davis-Bacon)

Contract Administration

- Contractor submittals
- RFI log
- Change orders

Payment Documentation

- Quantity tracking sheets
- Pay estimates
- Contractor pay applications

Project Closeout

- Final quantities
- Final pay estimate
- Final materials certification
- Final acceptance documentation

Date: June 19, 2026

To: Matt Graviett, PE
GBA
16305 Swingley Ridge Rd, Suite 300
Chesterfield, MO 63017

Re: Surveying Services – Meramec Sta Rd Sidewalk Connector project

Scope:

Volkert is pleased to provide this proposal for Right of Way and Topographic Surveying services on the Meramec Sta Rd Sidewalk Connector project in the City of Twin Oaks, Missouri. A more detailed scope of work is as follows:

Data Collection & Survey

1. Project Control
 - a. Establish project control
 - b. Observe and deliver coordinates on validation points
 - c. Three point tie drawings - field
 - d. Generate three point tie CAD file
 - e. Prepare Survey Report
2. Topographic Field Survey (See Exhibit A for the limits of the Survey)
 - a. Complete topographic surveys required to develop preliminary plans.
Topographic surveys needed could consist of topographic features including, but not limited to:
 - i. existing drainage and sanitary structures (pipes, types, flowlines, sizes) (XX structures assumed)
 - ii. all identifiable utility locations and equipment
 - iii. trees over 3 inches in diameter
 - iv. pertinent building features
 - v. pertinent parking lot features
 - vi. driveway joints, pavement types and profiles
 - vii. drainage swales
 - viii. structure identification
 - ix. sign posts, size, identification and photo log
 - x. pavement marking
 - xi. miscellaneous roadside identification and photo log
 - xii. other
 - b. Field locate visible above ground evidence of utilities located within the project area. "Missouri One Call" will be contacted and a formal request will be submitted for marking the locations of member utilities in the project area vicinity. If "Missouri One Call" fails to respond, in whole or in part, to the formal request, underground facilities, structures, and utilities will be plotted from surveys and/or available records. The locations of all utilities are to be considered approximate.

There may be other utilities, whose existence may not be known at the time of the survey.

3. Right-Of-Way Surveys

- a. CONSULTANT shall perform right-of-way surveys necessary for the preparation of the Preliminary and Final Plans including:
 - i. Build research list for corridor.
 - ii. Draw record information and as-built data.
 - iii. Locate existing monumentation throughout the corridor.
 - iv. Establish existing right of way, property lines and pertinent section lines for the entire project limits.
 - v. Clearly identify linework in drawing with text (i.e. property lines [PL], section lines, quarter-quarter section lines, existing right-of-way, existing easements, etc.
 - vi. Research approximately twelve (12) parcels. Each of these properties within the project limits shall include property owner name, assessor's map number, last deed book and page, and existing size of parcel in square feet.
 - vii. All property lines shall have a bearing (to the nearest second) and a length (to the nearest hundredth of a foot) shown and the parcel closed within acceptable tolerances governed by the State of Missouri.
 - viii. Incorporate easements and identified information from the last deeds of record, subdivision plats and title reports into the existing right-of-way drawing.
 - ix. Identify at the earliest opportunity, the title reports that should be ordered. This will be coordinated during the preliminary design phase of the project.

Fee:

See attached Manhour Estimate.

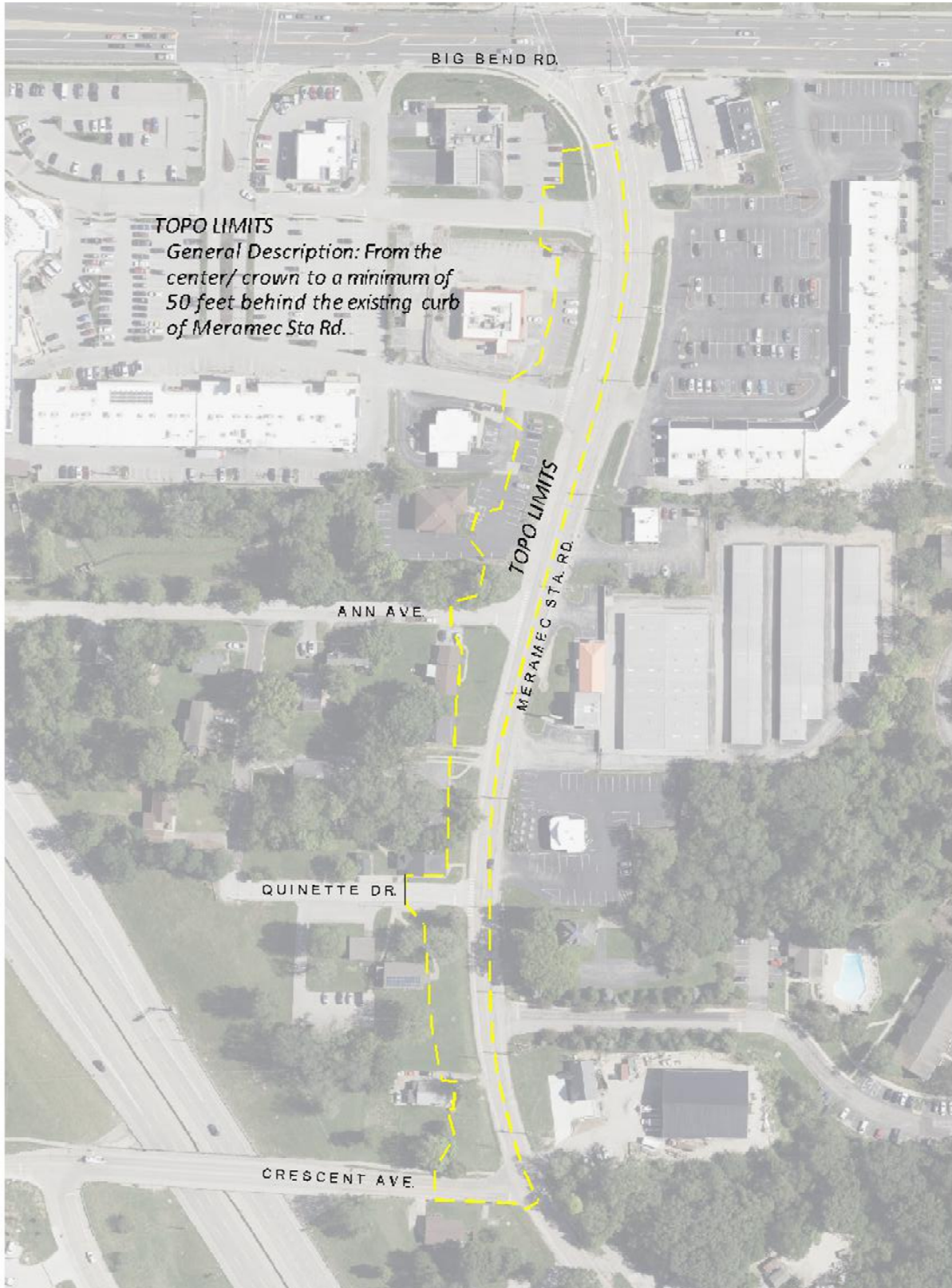
Please feel free to call or email should you have any questions or concerns and thank you for the opportunity to be part GBA's team on this project.

Sincerely,
VOLKERT



Stephen Boergerhoff, PLS
Vice-President - Survey Operations Manager

EXHIBIT 'A'



Volkert, Inc.
 11124 South Towne Square Drive
 Suite 300
 St. Louis, MO 63123
 (618)345-8918
 www.volkert.com



July 1, 2026

RE: City of Twin Oaks Meramec Station Road Sidewalk Project Volkert Real Estate Services

Matt Graviett, P.E.
 GBA Project Leader
 16305 Swingley Ridge Road
 Chesterfield, MO 62034

Dear Mr. Graviett:

Volkert is pleased to respond to the request for Real Estate services City of Twin Oaks (City) Meramec Station Road Sidewalk Project. The technical scope of work for Volkert Real Estate to include Appraisals and Negotiations is noted below.

- Volkert Real Estate tasks will begin once a fully executed contract is completed with the City.
- Work with the City to provide them with the necessary ROW negotiation experience to follow the federal process to obtain necessary easements from the properties per the roadway plans provided by others as noted above.
- Volkert will seek A-Date and Notice to Proceed from MoDOT. Environmental clearance information will be provided to Volkert.
- Last deeds of record or title may be provided by Volkert or others.
- ROW offer packets will be compiled for required easements once valuations and ROW plans and exhibits are complete. Offer packets will be reviewed by the City and offer letters signed by the City representative prior to offers being made to owners.
- Negotiations will involve a minimum of 3 attempts, with a maximum of 5 attempts, to contact the owner or point of contact (POC) for each easement. If attempts to reach the owner or POC or negotiations are unsuccessful, Volkert will stop negotiations and collaborate with the City for additional steps forward.
- Volkert will perform appraisals or waiver valuations in accordance with project requirements and complexity.
- Volkert will determine highest and best use of each property.
- Prepare appraisal reports for:
 - Permanent right-of-way acquisitions, and
 - Temporary construction easements.
- Include valuation of:
 - Land area impacts,
 - Site improvements (fencing, landscaping, etc.), and
 - Damages to remainder, if applicable.
- Conduct independent review of all appraisals to ensure:
 - Compliance with USPAP and applicable agency standards, and
 - Accuracy and supportability of valuation conclusions.

A Century of Integrity in Infrastructure

- Prepare Review Appraiser Certification and recommend just compensation.
- Prepare written offers of just compensation for each parcel.
- Initiate contact with property owners and explain project impacts.
- Conduct in-person or virtual meetings with owners as needed.
- Present offers and negotiate in good faith to reach amicable settlements.
- Negotiations will involve a minimum of 3 attempts, with a maximum of 5 attempts, to contact the owner or point of contact (POC) for each easement. If attempts to reach the owner or POC or negotiations are unsuccessful, Volkert will stop negotiations and collaborate with the City for additional steps forward.
- Maintain detailed negotiation logs and contact records.
- Volkert will seek Project Clearance Certification after completion of project related Real Estate services.
- Volkert Real Estate services will be completed per the ending date to be referenced in the fully executed contract.
- Volkert will have the documents recorded and pass the recording fees to the City.
- Please refer to the attached Exhibit A for associated Fees, and Exhibit B for associated schedule.

If you have any questions or require further information, please contact Roger Osthoff at 618-581-9366.

Sincerely,

Teresa McClure
Vice President
Volkert, Inc.

Meramec Station Road Project Volkert Real Estate Services Estimated Schedule							
Exhibit B							
Timeline	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27
Notice to Proceed from City							
Receive ROW Exhibits, Last Deeds of Record, Title Commitments if needed, for Negotiations							
Submit and receive approval for Notice to Proceed for Right-of-Way Acquisition (A-Date)							
Waiver Valuations/Appraisal(s)/Appraisal Review(s)							
Negotiations							
Record Documents							
Right-of-Way Certification by MoDOT if needed							
Deliver Final Documents to City							

ATTACHMENT B
ESTIMATE OF COST

FEE PROPOSAL - ENGINEERING DESIGN SERVICES
City of Twin Oaks, MO, TAP-4900(655)
Meramec Station Road Sidewalk
7/1/2026

Direct Labor

	Hours	Rate	Total Labor
Principal	4	\$ 95.00	\$ 380.00
Senior Associate	36	\$ 82.50	\$ 2,970.00
Associate	405	\$ 64.00	\$ 25,920.00
Senior AES	166	\$ 50.00	\$ 8,300.00
Project AES	98	\$ 40.00	\$ 3,920.00
Design AES	337	\$ 34.00	\$ 11,458.00
Staff AES	329	\$ 36.00	\$ 11,844.00
Senior Construction Inspector	678	\$ 45.00	\$ 30,510.00
Senior Administrative Assistant	18	\$ 33.00	\$ 594.00
Subtotal	2,071		95,896.00

TOTAL LABOR \$ 95,896.00

Overhead on Direct Labor @ 204.1% \$ 195,723.74
 FCCM @ 0.59% \$ 565.79
 Fixed Fee @ 13.4% \$ 26,302.80

Expenses

Volkert (Survey & ROW Exhibits)	\$ 33,487.86
Volkert (Real Estate Services)	\$ 43,200.00
Mileage (Assume 90 trips @ 30 mi per trip)(\$.725 per mi)	\$ 3,915.00
Public Meeting Exhibits	\$ 500.00
Subtotal	81,102.86

TOTAL ESTIMATED FEE	\$ 399,591.19
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JOB COST ESTIMATING FORM

George Butler Associates, Inc.
City of Twin Oaks, MO, Proj. No. TAP-4900(655)
GBA Proj. No. XXXX
Meramec Station Road Sidewalk

Attachment B

		Erdmann	Girondo / Hagerly	Graviett / Coates / Fraley		Burkdoll / Sullens		McGinnis / Le		Murray	
CLASSIFICATION		Principal	Senior Associate	Associate	Senior AES	Project AES	Design AES	Staff AES	Senior Construction Inspector	Sr. Admin. Assistant	
Task 1 - Data Collection & Survey (by Volkert)											
Task - 1 Subtotal		0	0	0	0	0	0	0	0	0	0
Task 2 - Preliminary Design (60%)											
Subtask 1 - Project Management											
	1. General Management, staffing, scheduling, and coordination			12							12
	2. Organize and facilitate project huddles (assume six [6]) with design staff			12		3	3	3			21
	3. Provide guidance and direction to the design staff			4							4
	4. Facilitate external project kick off meeting with city			2							2
	5. Facilitate internal design kick off meeting with internal design team			2							2
	6. Arrange and facilitate progress/design meetings (assume three [3]) with city			7		4					11
	7. Coordinate submittal of monthly invoices to city			2						12	14
	8. QA/QC reviews	2		12							14
Subtask 1 - Subtotal		2	0	53	0	7	3	3	0	12	80
Subtask 2 - Sidewalk / Driveways											
	1. Create basefile						8				8
	2. Develop sidewalk layout			4			16	24			44
	3. Design curb ramps (assume 9)			2			36				38
	4. Develop driveway layouts (assume 6)							12			12
	5. Develop 3D model						40				40
	6. Design retaining walls (2 locations)						4				4
	7. Design stairways and connections to private walkways (2 locations)						6				6
	8. Conduct field check (assume 3 people)			4			4	4			12
	9. Calculate quantities							24			24
	10. Prepare engineer's cost estimate			8				20			28
	11. Develop preliminary plan set							24			24
	12. Submit plans to city and MoDOT for review			2							2
	13. Review comments from city and MoDOT and prepare responses			2			12				14
	14. Incorporate city and MoDOT comments into revised set of preliminary plans						8	8			16
Subtask 2 - Subtotal		0	0	22	0	0	134	116	0	0	272
Subtask 3 - Drainage & MSD Submittals/Coordination											
	1. Hydraulic Evaluation of Existing System		2		24						26
	2. Develop storm sewer profiles				12						12
	3. Develop drainage area map for the proposed storm sewer system				6						6
	4. Evaluate need for water quality BMPs				4						4
	5. Provide quantities and cost estimate for drainage items		4		10						14
	6. MSD submittal and coordination		4		40			6			50
Subtask 3 - Subtotal		0	10	0	96	0	0	6	0	0	112
Subtask 4 - Utility Coordination											
	1. Establish utility log							6			6
	2. Compare utilities on plans with info provided by utility maps			2			12				14
	3. Work with utility companies on conflicts between plans and utilities			16			40	8			64
	4. Attend 1 utility coordination meeting and document results			4			2				6
Subtask 4 - Subtotal		0	0	22	0	0	54	14	0	0	90
Subtask 5 - Environmental Permitting (RER)											
	1. Initiate RER with MoDOT			4			4				8
	2. Complete Section 106 Project Information Form and submit to SHPO			4							4
	3. Conduct internal quality reviews throughout project.			16							16
Subtask 5 - Subtotal		0	0	24	0	0	4	0	0	0	28

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Attachment B

		Erdmann	Girondo / Hagerly	Gravett / Coates / Fraley		Burkdoll / Sullens		McGinnis / Le		Murray	
CLASSIFICATION		Principal	Senior Associate	Associate	Senior AES	Project AES	Design AES	Staff AES	Senior Construction Inspector	Sr. Admin. Assistant	
Subtask 6 - Traffic Engineering & Roadway Lighting Design											
1.	Traffic										
	1.1 Review existing signing/stripping & field verification						8				8
	1.2 Develop preliminary signing layout (No Special Sheets)			2			4				6
	1.3 Develop preliminary pavement marking layout (No special sheets)			2			4				6
	1.4 RRFB location evaluation and preliminary layout			4			8				12
	1.5 Lighting warrant review and preliminary layout			2			16				18
	1.6 Preliminary traffic control (Discussion with City)			2							2
2.	Lighting										
	2.1 Concept level pole layout						4				4
	2.2 Coordination with power provider (concept level)			8							8
	(Seperate from overall utility coordination)										
Subtask 6 - Subtotal		0	0	20	0	0	44	0	0	0	64
Task 2 - Subtotal		2	10	121	96	7	195	139	0	12	582
Task 3 - Right of Way Design											
Subtask 1 - Project Management											
1.	General Management, staffing, scheduling, and coordination			6							6
2.	Prep and Attend Progress Meetings (assume 2)			2			4				6
3.	Internal Design Team Coordination Huddles (assume 4)			4		2	4				10
4.	Provide Monthly Invoices and Progress Reports			2						2	4
5.	Project Administration/Correspondence (emails, letters, phone calls, project records)			6		2	4				12
6.	QA/QC Reviews		12			2	2				16
Subtask 1 - Subtotal		0	12	20	0	6	14	0	0	2	54
Subtask 2 - Sidewalk / Driveways											
1.	Update title sheet							6			6
2.	Develop right of way plan sheets						16	24			40
3.	Update property owner information							4			4
4.	Update estimate of probable costs based on right of way design			4			4				8
5.	Submit ROW base files to survey team for review and verification			1			2				3
6.	Update plans based on survey team comments						6	6			12
7.	Prepare and submit ROW plans to the City and MoDOT for review and approval			4			2				6
8.	Review City and MoDOT comments and provide updates and responses			4			2				6
9.	Revise plans based on City and MoDOT comments			2			6	6			14
10.	Coordinate with ROW negotiator (A-Date Documentation)			6			4				10
Subtask 2 - Subtotal		0	0	21	0	0	42	46	0	0	109
Subtask 3 - Public Involvement											
1.	Prepare displays and materials for 2 stakeholder meetings			2			8	16			26
2.	Assist City with public responses			4							4
3.	Provide 2 staff members at open house public meeting			6			6				12
Subtask 3 - Subtotal		0	0	12	0	0	14	16	0	0	42
Task 3 - Subtotal		0	12	53	0	6	70	62	0	2	205
Task 4 - Final Design											
Subtask 1 - Project Management											
1.	General Management, staffing, scheduling, and coordination			16							16
2.	Prep and Attend Progress Meeting with City (assume 1)			3		2	2	2			9
3.	Internal Design Team Coordination Huddles (assume 4)			4		4	4	4			16

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CLASSIFICATION		Principal	Senior Associate	Associate	Senior AES	Project AES	Design AES	Staff AES	Senior Construction Inspector	Sr. Admin. Assistant	
	4. Provide Monthly Invoices and Progress Reports			2						4	6
	5. QA/QC Reviews	2	4	12							18
	Subtask 1 - Subtotal	2	4	37	0	6	6	6	0	4	65
	Subtask 2 - Sidewalk / Driveways										
	1. Final Plan Sheets										
	Update Title Sheet (Obtain Signatures)			1		1					2
	Detail Typical Sections			1		1		4			6
	General Notes Sheet (1 Sheet)			2		2					4
	Summary of Quantity Sheets			1		2		8			11
	Detailed Plan and Profile (20 Scale)(18 Sheets)			4		8		12			24
	Reference and Coordinate Point Sheets (Assume 1)					1		4			5
	Retaining Wall Profiles, Notes, and Detail Sheets (3 Sheets)					4		8			12
	Erosion Control Design and Plans (Plan/Plan)(10 Sheets)					2		6			8
	Construction Detail Sheets					2		2			4
	X-Sections (25' Interval, ROW/Easements Shown)(60 Sheets)			2		4		8			14
	2. Update 3D model					4					4
	4. Finalize Engineer's Estimate			2		4					6
	5. Prepare final PS&E checklist					4					4
	6. Compile MoDOT boilerplate and Job Special Provisions, and Bid Form			12		2					14
	7. Develop a work day estimate			4							4
	8. Prepare and submit final PS&E documents (LPA Checklist, LPA Cert., etc.)			2		2		2			6
	9. Review comments on PS&E from City and MoDOT			8		8		8			24
	10. Revise plans based on City and MoDOT comments			4		12		12			28
	11. Submit final signed and sealed PS&E to City			2							2
	Subtask 2 - Subtotal	0	0	45	0	63	0	74	0	0	182
	Subtask 3 - Drainage and Permitting										
	1. Coordinate with utility locations and right of way plans				2						2
	2. Finalize storm sewer layout				4			4			8
	3. Complete final plans and culvert profiles				8			4			12
	4. Prepare SWPPP notes				8						8
	5. Coordinate with MSD on the final plans		4		32			8			44
	6. Complete final quantities and costs				4			4			8
	7. Provide final specs and job special provisions		2	1	4		2				9
	Subtask 3 - Subtotal	0	6	1	62	0	2	20	0	0	91
	Subtask 4 - Utility Coordination										
	1. Maintain and update utility log							8			8
	2. Review plans of adjustment (POAs)						16				16
	3. Coordinate with utility providers			16			24	12			52
	4. Integrate POAs into final plans			4			16	4			24
	Subtask 4 - Subtotal	0	0	20	0	0	56	24	0	0	100
	Subtask 5 - Traffic Engineering & Roadway Lighting Design										
	1. Traffic										0
	1.1 Final signing plans (No additional sheets)			1			2				3
	1.2 Final striping and pavement marking (No additional sheets)			1			2				3
	1.3 RRFB detail sheet (Assumes 1 additional sheets)			2		4					6
	1.4 signing and pavement marking quantities & tabulation						16				16
	1.5 Plan sheets final design (stationing, callouts, notes)			4			16				20
	1.6 Final traffic control (Assumes 4 sheets)			2			24				26
	1.7 Traffic JSP and specs			2		4					6
	2. Lighting										0

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CLASSIFICATION		Principal	Senior Associate	Associate	Senior AES	Project AES	Design AES	Staff AES	Senior Construction Inspector	Sr. Admin. Assistant	
	2.1 Final lighting layout plan						8				8
	2.2 Pole and fixture detail sheet (Assumes one sheet)						4				4
	2.3 Conduit and wiring sheets (Assume 3 sheets)						12				12
	2.4 Electrical service coordination			8							8
	2.5 lighting JSP and specs			4			4				8
	3. QA/QC			8							8
	Subtask 5 - Subtotal	0	0	32	0	8	88	0	0	0	128
Task 4 - Subtotal		2	10	103	62	69	64	124	0	4	438
Task 5 - Bidding and Construction Period Services											
	1 Answer RFI's During Bidding & Construction			20	4	4		4			32
	2 Set up documentation (Bid Opening, Pre-Con Meeting, Diary, plan/contract review, LPA Construction Review)			24			8				32
	3 Shop Drawing Review (Curb, Pavement Design, Street Lighting, Storm Sewer)			2	4	4					10
	4 General project management and coordination (Meetings, phone calls, emails, invoices, utilities, etc)		4	26		8					38
	5 Part-Time Inspection (Assume 90 Working Days or 4 months)(7 hours/Week)			24					630		654
	6 Assist City with MoDOT LPA Construction Paperwork (See Scope Matrix)			20					40		60
	7 Punchlist & Inspection of Remedial Work			8					8		16
	8 Compile final paperwork for MoDOT & City approval			4							4
											0
	Task 5 - Subtotal	0	4	128	8	16	8	4	678	0	846
Total:		4	36	405	166	98	337	329	678	18	2071



Project: City of Twin Oaks - Meramec Sta Rd Sidewalk
 Subject: Task List & Manhours
 Task: I. Survey
 Job #: TBD

Computed: SBB Date: 6/19/2026
 Checked: Date:
 Page: 1 of: 1

TASK	Principal	Project Manager	Project Surveyor (PLS)	Crew Chief	Field Tech	CAD Tech	Clerical	TASK TOTAL
Description Hourly Rate	\$80.00	\$76.00	\$50.00	\$37.50	\$25.00	\$45.00	\$27.50	
I. Survey								
a. Project Management	4	8						12
b. Boundary / ROW Survey			12	20	20	20		72
c. Topographic Surevy			4	40	40	20		104
d. Exhibit Production (12 exhibits)			6			48		54
Survey Hours - Total	4	8	22	60	60	88	0	242

Subtotal: Direct Cost	\$320.00	\$608.00	\$1,100.00	\$2,250.00	\$1,500.00	\$3,960.00	\$0.00	\$9,738.00
Burden & Overhead 140.920%	\$450.94	\$856.79	\$1,550.12	\$3,170.70	\$2,113.80	\$5,580.43	\$0.00	\$13,722.79
Subtotal	\$770.94	\$1,464.79	\$2,650.12	\$5,420.70	\$3,613.80	\$9,540.43	\$0.00	\$23,460.79
Fixed Fee 15.000%	\$115.64	\$219.72	\$397.52	\$813.11	\$542.07	\$1,431.06	\$0.00	\$3,519.12
FCCM 0.839%	\$2.68	\$5.10	\$9.23	\$18.88	\$12.59	\$33.22	\$0.00	\$81.70
LABOR + OH+ FIXED FEE + FCCM	\$889.27	\$1,689.61	\$3,056.87	\$6,252.68	\$4,168.46	\$11,004.72	\$0.00	\$27,061.61

DIRECT EXPENSES

Printing	\$100.00
Travel (6 Trips @75 mi /day)	\$326.25
Title searches (12 @ \$500 ea)	\$6,000.00

I. Survey total \$33,487.86

[illegible]

Meramec Station Road Project Volkert Real Estate Services Estimated Schedule							
Exhibit B							
Timeline	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27
Notice to Proceed from City							
Receive ROW Exhibits, Last Deeds of Record, Title Commitments if needed, for Negotiations							
Submit and receive approval for Notice to Proceed for Right-of-Way Acquisition (A-Date)							
Waiver Valuations/Appraisal(s)/Appraisal Review(s)							
Negotiations							
Record Documents							
Right-of-Way Certification by MoDOT if needed							
Deliver Final Documents to City							

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): George Butler Associates, Inc.

Project Owner (LPA): City of Twin Oaks, MO

Project Name: Meremac Station Road Sidewalk

Project Number: TAP-4900(655)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:



No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to LPA



Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Public Works Supervisor Report

City of Twin Oaks, Board of Aldermen

July 15th 2026

Public Works/ Maintenance Updates

- Coordinated with PPR regarding the scheduled playground repair project. Repairs are set to take place on **July 16th and 17th**, and the playground will be **closed** during this time.
- Omni Tree Service completed trimming and removal of the tops of multiple trees throughout the park. They also responded to storm damage by removing debris from the triangle at Crescent and a large cherry tree that had fallen onto the basketball court. In addition, they chipped and hauled away several large piles of tree debris.
- Contacted the HVAC contractor to repair the water heater at City Hall.
- Cleaned and maintained the intersection triangles by removing weeds and litter to improve the appearance of the city.

Projects

- Phase 2 Lighting Project - Conducted a thorough inspection of the completed Phase 2 Lighting Project, walking the entire installation to identify any remaining deficiencies, cosmetic issues, or items requiring correction. Compiled a comprehensive final punch list detailing all outstanding items and submitted it to Voss for review and completion.

Administrative Updates

- Code enforcement policy issues - repeat offender at 1318 Boly
- Primary election August 4th - City Hall will be a polling place, 6 am to 7 pm
- Red Cross Blood Drive on July 23rd, 12 to 4 pm - April covering the late hours
- City Hall Closed July 24 - public works staff still on duty

Project Status Updates

Park Lighting Upgrade Project

- Installation issues still remain
- Jake conducted walk through inspection on 7/9; final punch list sent
- Awaiting response on final completion; project is well behind schedule and the contractor has been reminded about the LD clause in the contract

Meramec Station Sidewalk Connector (TAP Grant)

- After contract approval, GBA takes over management and moving the project forward
- Will provide periodic updates as needed

Park Asphalt Project

- Discussed with contractor on July 7; tentative start for late August

Park Access Pedestrian Improvement Project (park grant)

- No update at this time