

BILL NO. 462

ORDINANCE NO. 444

INTRODUCED BY: Trustees Slama, Graves, Fortune and Whitmore

**AN ORDINANCE APPROVING A MUNICIPAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF TWIN OAKS AND BOLING CONCRETE
CONSTRUCTION, A MISSOURI CORPORATION.**

BE IT ORDAINED by the Board of Trustees of the Village of Twin Oaks, St. Louis County, Missouri, as follows:

Section 1. An agreement between the Village and BOLING CONCRETE CONSTRUCTION, A Missouri Corporation, for maintenance and improvements to the Village storm water system is approved, pursuant to Exhibit 1 (The Municipal Services Agreement) and Exhibits "A through C" attached thereto, all of which are incorporated herein by reference.

Section 2. The Chairman and Village Clerk are authorized to execute said agreement on the Village's behalf. A fully executed copy of said agreement shall be appended to this ordinance.

Section 3. This ordinance shall be in full force and effect from and after its passage as by law provided.

PASSED and APPROVED this 15th day of October, 2014.



Dennis L. Whitmore, Chairman
Board of Trustees

ATTEST:



Kathy A. Runge
Village Clerk/Controller

First Reading: 10-15-14

Second Reading: 10-15-14

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into by and between the VILLAGE OF TWIN OAKS (herein after "Village") and BOLING CONCRETE CONSTRUCTION, A MISSOURI CORPORATION (hereinafter "Boling" or "Contractor")

WITNESSETH THAT:

- Acceptance. Pursuant to ordinance No. 444 dated 10-15-14, 2014, and quote and proposal for services by Boling dated May 12, 2014, the parties do covenant and agree that services will be rendered by Boling pursuant to its quote, (Exhibit "A"), Right of Entry (Exhibit "B"), and Plans dated 9/2/14 (Exhibit "C") beginning within ten (10) days following notice to proceed with the work by the Village. Notice to proceed with the work shall not exceed 60 days from date of signing agreement. Scope and prices set forth in our proposal are binding.
- Lump sum price. The Lump sum price is Thirty Thousand Fifty Four Dollars (\$30,054.00), subject to such change order (s) as the parties may mutually agree to in writing during the term of the services rendered.
- Payments. Payment is due within twenty (20) calendar days of the date of Boling's invoices following approval by the Village's Board of Trustees, not to exceed 30 days from date of invoice. Interest shall accrue on any late payments at the rate of 1.5% per month. Village must provide written notice of all reasons why payment in full is not being made against any of Boling's invoices or shall be deemed to have waived any objection to the invoice. Village shall make payment of the undisputed portion of any invoice. If the Village fails to pay any undisputed portion of Boling's Invoices, and no agreement as to resolution of the payment dispute is reached within ten (10) calendar days, Boling may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. In the event that Boling prevails in the payment dispute, Village agrees to pay Boling for any costs to de-mobilize and re-mobilize to the Project site, notwithstanding anything herein contained or construed to the contrary, Boling shall, prior to Notice to Proceed, provide the Village with certificate(s) of insurance (including Worker's Compensation insurance) satisfactory to the Village, shall meet Prevailing Rates of Pay as established by Missouri law for skilled and unskilled labor and will provide satisfactory "lien waiver(s)" as part and portion of its request for final payment at the conclusion of its services..
- Schedule for Boling's Work. In the absence of an acceptance in writing by Boling of a specific schedule

for the performance of Boling's work, Boling will be provided with a reasonable time to perform its work in the normal and customary sequence of work on the Project, and with normal and customary manpower requirements. Boling's price anticipates one mobilization to the Project and assumes that Boling will be able to perform its work in one continuous operation without stopping. Village agrees to pay Boling for any additional mobilizations and demobilizations, other than those necessitated by Boling's breach or failure of performance. Village will provide Boling with a written notice to proceed at least ten (10) calendar days before Boling will be required to mobilize to the Project.

5. Weather and Force Majeure. Boling shall not be liable for delays, damage or loss occasioned by strikes, fire, weather, lack of material or labor, lack of utilities or access, the acts of other trades people and/or subcontractors, (other than its own) or any other acts or causes beyond Boling's reasonable control. Boling has the right at any time to elect not to pour concrete if, in Boling's opinion based upon available weather forecasts, there is a possibility of rain. If Village directs Boling to proceed over Boling's advice, Village shall be responsible for all damages and costs (including, but not limited to, the cost to remove and replace rain-damaged concrete) incurred if the concrete is damaged in any way due to the weather.

6. Weather Protection. From November 1 thru March 31, winter service is generally required for all exterior concrete work. All costs associated with winter service and protection of the concrete work will be paid by Village at Boling's customary prices (including, but not limited to, hot water, calcium, extra strength (greater than six sack) concrete, plastic, burlap, chemicals, etc.).

7. Changes. All modifications or changes to this Contract must be in writing and signed by both parties to be valid.

8. Extra Work. In the event work above and beyond that contained in the scope of the quote, such shall be negotiated by change order as referred to in Paragraph 2, preceding. Boling shall have no obligation to perform any work beyond the scope of work contained in the Proposal unless and until it receives written authorization from the Village, with designation in writing of who has the authority to order such changes.

9. Concrete Work Disclaimers. Boling specifically disclaims any warranty or promise that: (a) concrete will be crack-free (in fact, Boling advises that in virtually every instance, concrete does and will crack), or (b) concrete will not crack or settle due to shrinkage, soil conditions, subgrade preparation and conditions, or any other actions or causes beyond Boling's reasonable control. Village assumes complete responsibility for protection and maintenance of, and liability for, all concrete work upon final acceptance excepting defective materials or workmanship.

10. Tolerances for Boling's Work. The grade or levelness of Boling's pavement may deviate by up to .25 inches in every ten (10) feet. Boling is not responsible for water ponding, birdbaths, bumps and/or ridges on any pavement satisfying this standard, and will exercise its greatest skill in avoiding. The tolerance with respect to concrete thickness for Boling's work shall be governed by the applicable tolerances for work for the Missouri Department of Transportation (Missouri work).

11. Site Access. If required, Village shall provide Boling with a stable, compacted, and level access road along one side of any new pavement area to allow for equipment and materials to be transported. Failure to provide the necessary access road upon request will require loaded concrete trucks and Boling's paving equipment and trucks to drive on the finished subgrade. Boling shall not be responsible for, and Village shall defend and indemnify Boling against any claims with respect to any damage to the subgrade, for the costs to restore or treat the subgrade, or for any impact upon the concrete thickness necessary to offset rutting or compaction of the subgrade. If Boling is required to prepare or maintain the access road or the subgrade, Village shall pay for said work as Extra Work.

12. Limited Warranty. Boling warrants, for a period of one year following substantial completion of Boling's work, that its work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract. Boling will repair any work which is shown to have failed under normal use by the original user within twelve (12) months from the date of substantial completion of Boling's work. This warranty does not extend to damages resulting from construction traffic, overloading of the pavement, street creep, subgrade conditions, deliberate destruction, negligence, abuse, acts of God, fire, ice, water, or the application of road salts or other treatments. This warranty becomes null and void if the work is serviced by anyone other than Boling. **BOLING MAKES THIS WARRANTY AND Village ACCEPTS THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED.**

13. Limitation of Liability. Boling shall not be liable to Village for any consequential or incidental damages of any kind or nature whatsoever, whether such damages are based in contract or in tort; including, but not limited to damages for delay in completion of the work, any damages for loss or disruption of business, or lost profits. Boling's liability to Village for damages of any nature or kind, arising out of or in any way connected with the work performed by Boling or this Agreement, shall not exceed the price actually paid to Boling by Village for the work.

14. Assignment/Third Party Rights. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.

Nothing in this Contract is intended to create any enforceable third party rights against Village or Boling.

15. Entire Agreement. The terms and conditions of this Contract contain the entire and integrated agreement between the parties. Typographical and stenographic errors are subject to correction at any time. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference.

16. Attorney's Fees. In the event of any dispute, claim or litigation arising out of or relating to this Proposal or the Contract, or the alleged breach thereof, or Boling's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses and Court costs, at the trial and all appellate levels (if the claim or dispute is arbitrated, the prevailing party shall also be awarded its arbitration fees, expenses and arbitrator fees).

17. Governing Law/Venue. This Contract shall be governed by the laws of the State where Boling's work is performed. Any action to enforce the terms of this Contract, or for breach thereof, except an action by Boling to enforce its mechanic's lien rights, shall be brought in the Circuit Court for the County of St. Louis, Missouri. Village hereby agrees to submit to the jurisdiction of said Court and irrevocably waives any objection to venue in said Court. At the sole and exclusive option of Boling, any controversy or claim arising out of or relating to this Contract, the alleged breach thereof, or Boling's work, shall be settled by confidential, binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon any award may be entered in the Circuit Court for the County of St. Louis. The locale for the arbitration shall be St. Louis County, Missouri. The arbitration shall be before a single arbitrator who shall have concrete paving construction expertise and the selection of such shall be subject to the mutual agreement of the parties.

18. Good Faith: The parties acknowledge and agree that they have each visited the worksite and cooperated with the property owners and the Village's Engineer in designing the improvements described in Exhibit "A. Without diminishing in any respect the contractual rights obtained through this Contract, each party represents to the other that it will use its best efforts to resolve any conflict or unseen problems arising during the construction period consistent with the high level of cooperation exhibited to date.

Missouri Lien Notice:

NOTICE TO VILLAGE OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

STANDARD EXCLUSIONS:

Additional Terms and Conditions Applicable to Non-Paving Work

- A. Differing Site Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, Boling shall be paid for all associated work and/or costs as Extra Work.

- B. Village Responsibility for All Underground Conditions. Village is responsible for all costs associated with all underground conditions; including, but not limited to, the costs to remove, dispose of, abate, treat, remove, and replace rock, hazardous materials, and/or groundwater; and the costs associated with damage to, locating, protecting and/or relocating underground utilities, cabling, piping, pipe lines and/or other structures. Village shall be responsible for disposal of all soiled, objects and other items excavated by Boling. Village shall be responsible for providing all necessary backfill or replacement soils or materials. Village shall defend, indemnify and hold Boling harmless from and against all costs, damages, claims, expenses (including attorney's fees) and liabilities arising out of or relating to Boling's excavation work, even if caused in whole or in part by Boling's negligence.

End of Non-Paving Work Terms.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY BOLING.

Village:

By: Dennis L. Whitmore Date: 10-15-14

Printed Name: DENNIS L. WHITMORE

Title: CHAIRMAN
(Chairman) DENNIS L. WHITMORE

Contract Number: _____

Attest: Kathy A. Runge
(Village Clerk) Kathy A. Runge

Boling Concrete Construction, Inc.

By: Mike Bosh Date: 1-8-15

Printed Name: Mike Bosh

Title: Project Manager

Contract Number: _____



120 Allen Rd.
Eureka, MO 63025

Phone: 314-772-6300
Fax: 314-772-9641
www.bolingconcrete.com

Quote # 14COM098

Quote Date: May 12, 2014
Contact: Mike Bush
Cell: 618-334-8214

Quote to: Kathy Runge / Wes Theissen
Village of Twin Oaks
1393 Big Bend Rd.
Suite F
Twin Oaks, MO 63021

Job Name: Drainage & Driveway Improvements
1448 & 1454 Autumn Leaf Dr.

Phone: (314) 800-8099
Email: wtheissen@bfaeng.com

Date of Plans: N/A

This proposal includes labor, equipment, & material to perform the following scope of work:

Item #	Description	Amount
1	Excavate, install (2) grated inlets with domed covers, and install approximately (120 LF) of 12" SDR 35 pipe from low point in yard of 1448 Autumn Leaf to pad at existing pipe in corner of yard at 1454 Autumn Leaf. Backfill to top of pipe with clean rock & up to grade with existing soils.	\$ 7,750.00
2	Form & pour head wall at drainage structure in corner of yard at 1454 Autumn Leaf.	\$ 1,000.00
3	1448 Autumn Leaf Dr: <i>1268 SF x \$5.75</i> Remove & replace 16' x 78' x 4" thick driveway reinforced with 6x6-10x10 wiremesh on 4" thick rock base. Driveway to be raised approximately 8" above current level. Concrete to be 6 sac, 4,000 psi mix design with broom finish, central joint & transverse joints to be at similar spacing.	\$ 7,291.00
4	1454 Autumn Leaf Dr: <i>1524 SF x \$5.75</i> Remove & replace 16' x 94' x 4" thick driveway reinforced with 6x6-10x10 wiremesh on 4" thick rock base. Driveway to be replaced at elevation similar to existing. Concrete to be 6 sac, 4,000 psi mix design with broom finish, central joint & transverse joints to be at similar spacing.	\$ 8,763.00
5	Re-grade both yards using existing soils & some imported top soils. Yards to drain to inlets & toward existing drainage structure in corner of yard. Supply & install sod in areas disturbed.	\$ 5,250.00
TOTAL:		\$ 30,054.00

Notes:

- Care for newly installed sod lies solely on the homeowner and/or property owner.
- Any trees/shrubs disturbed in this process will not be replaced, we will be as careful as possible to not disturb.
- For Contract Acceptance, Please sign, Date, & Print Name on Page #5 of "Terms & Conditions".
- Winter Service Cost Breakdown (Effective 11/15/2014 - 4/1/2015):

Hot Water	\$6.00/CY
1% Calcium Chloride	\$2.00/CY
Non-Calcium Accelerator	\$6.00/CY

* Actual cost of winter service (i.e. blankets and/or poly) to be determined by conditions and temperature.

EX "A" TO MUNICIPAL AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is dated as of April 7, 2015 (the "Effective Date"), by and between the VILLAGE OF TWIN OAKS ("Municipality"), and THOMAS and MARY YOUNG, husband and wife, ("Owners").

A. Owners are the fee simple owners of certain real property known and numbered as 1448 Autumn Leaf Dr., Twin Oaks, MO. 63021 (the "Property").

B. Owners and Municipality mutually agree to the terms and conditions of certain improvements related to the Village storm water control system as more particularly described in Exhibit "A" attached and incorporated herein by reference. The parties acknowledge that some of the improvements will take place on private property and some on public easement and that additional easements are required as indicated in Exhibit "B" ("the Plans) attached and incorporated herein by reference.

In consideration of the foregoing, the mutual covenants herein contained, and other good and valuable consideration (the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows:

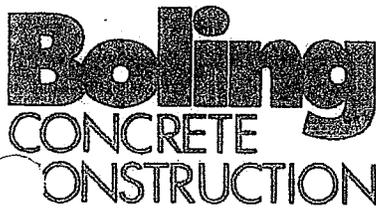
1. Owner hereby agrees to permit Municipality, its authorized representatives, agents, employees, engineers, consultants, and contractors (collectively, the "Municipality Permitted Parties") the right to enter upon the Property to conduct surveys, testings, investigations, and construction of the improvements detailed in Exhibit "A" thereto (collectively, the "Permitted Activities"), all in accordance with the terms of this Agreement. All costs and expenses of the Permitted Activities shall be borne by Municipality.

2. The right of entry granted by this Agreement shall be deemed to include reasonable "working space" adjacent to the planned improvements and shall terminate upon the completion of the improvements or the Recording of a duly executed Easement Agreement for Maintenance (as Built), whichever shall last occur. To that degree reasonably possible, Village or its Contractor shall return the property to owner(s) in good condition with improvements in place and with replacement turf seeded or sodded, as Village and Property owner shall agree and shrubbery replaced as necessary.

3. This Agreement shall be governed by the laws of the State of Missouri, and jurisdiction and venue in connection with any litigation regarding the matters addressed in this Agreement shall be exclusively limited to any state court of competent jurisdiction located in the County of St. Louis, Missouri, or any United States District Court of competent jurisdiction located in the State of Missouri. Any provision of this Agreement that shall be prohibited or unenforceable shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

4. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. This Agreement is binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto. Neither party shall assign all or any part of its rights, interests, or obligations hereunder to another party (excepting Village's Contractor) without the



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TOTAL: \$ 30,054.00

Notes:

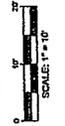
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- For Contract Acceptance, Please sign, Date, & Print Name on Page #5 of "Terms & Conditions".
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1% Calcium Chloride	\$2.00/CY
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* Actual cost of winter service (i.e. blankets and/or poly) to be determined by conditions and temperature.

EXEMPT TO RIGHT OF ENTRY

STORMWATER CONSTRUCTION & MAINTENANCE EASEMENT EXHIBIT



PERMANENT EASEMENT:
 --Easement shown is described as a 20' wide area centered on the proposed improvements as constructed.

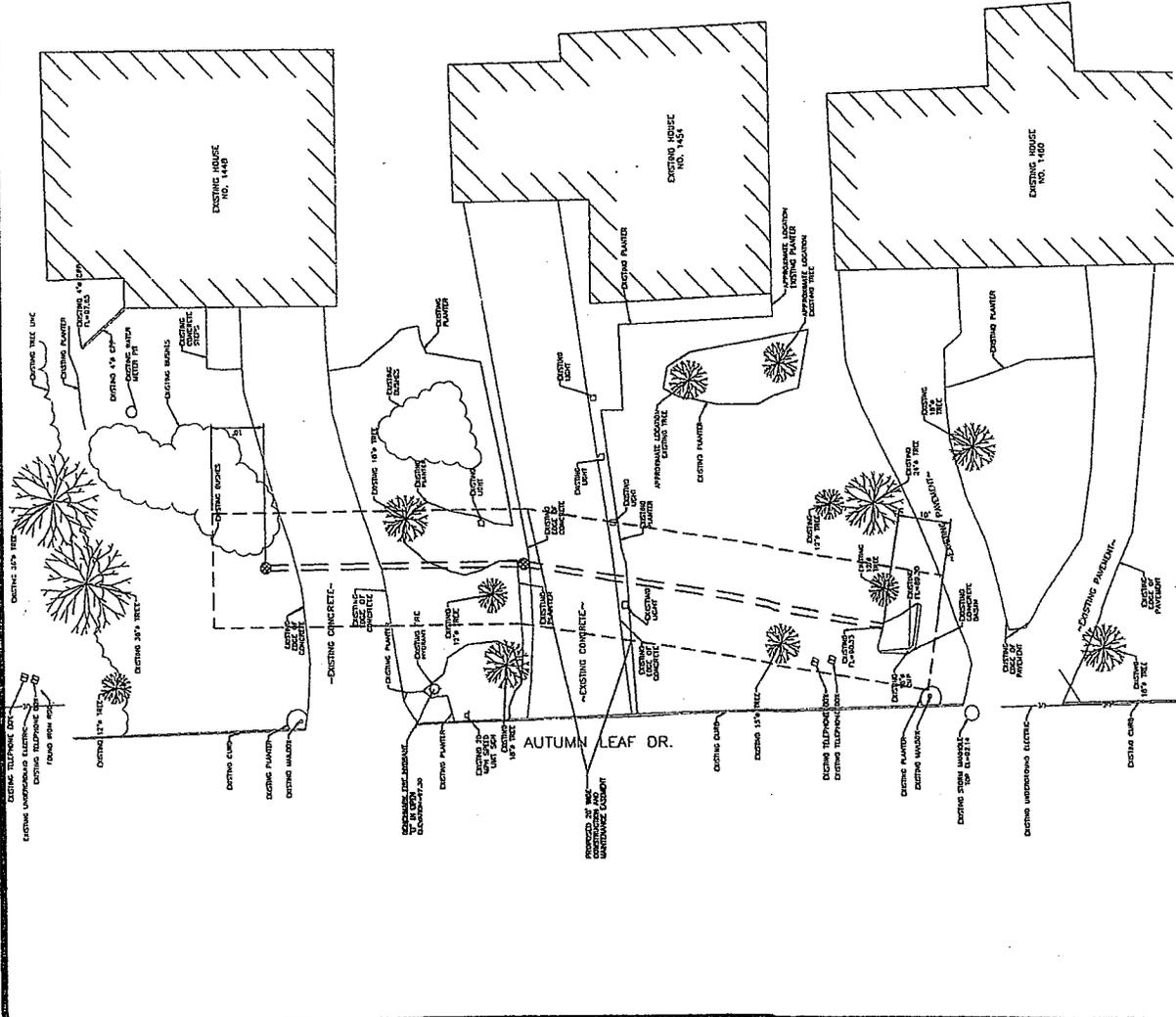
TEMPORARY CONSTRUCTION EASEMENT:
 --Contractor will be allowed to access the remaining property adjacent to the permanent easement as needed to construct the storm piping, appurtenance, & raise & replace the driveway between the Autumn Leaf Curb & the Garages

NO.	DATE	DESCRIPTION
1	07/13/11	ISSUED
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3	07/13/11	REVISED
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BFA
 CONSULTING ENGINEERS & ARCHITECTS
 www.bfaeng.com
 103 DUM STREET
 WASHINGTON, MISSOURI 63091
 1 OF 1

EX "B" TO RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is dated as of April 7, 2015 (the "Effective Date"), by and between the VILLAGE OF TWIN OAKS ("Municipality"), and ROQUE C. RAMOS ("Owner").

A. Owner is the fee simple owner of certain real property known and numbered as 1454 Autumn Leaf Dr., Twin Oaks, MO. 63021 (the "Property").

B. Owner and Municipality mutually agree to the terms and conditions of certain improvements related to the Village storm water control system as more particularly described in Exhibit "A" attached and incorporated herein by reference. The parties acknowledge that some of the improvements will take place on private property and some on public easement and that additional easements are required as indicated in Exhibit "B" ("the Plans) attached and incorporated herein by reference.

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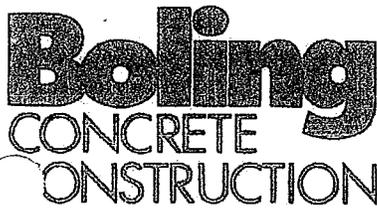
1. Owner hereby agrees to permit Municipality, its authorized representatives, agents, employees, engineers, consultants, and contractors (collectively, the "Municipality Permitted Parties") the right to enter upon the Property to conduct surveys, testings, investigations, and construction of the improvements detailed in Exhibit "A" thereto (collectively, the "Permitted Activities"), all in accordance with the terms of this Agreement. All costs and expenses of the Permitted Activities shall be borne by Municipality.

2. The right of entry granted by this Agreement shall be deemed to include reasonable "working space" adjacent to the planned improvements and shall terminate upon the completion of the improvements or the Recording of a duly executed Easement Agreement for Maintenance (as Built), whichever shall last occur. To that degree reasonably possible, Village or its Contractor shall return the property to owner(s) in good condition with improvements in place and with replacement turf seeded or sodded, as Village and Property owner shall agree and shrubbery replaced as necessary.

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3	1448 Autumn Leaf Dr: 1268 SF x \$5.75 Remove & replace 16' x 78' x 4" thick driveway reinforced with 6x6-10x10 wiremesh on 4" thick rock base. Driveway to be raised approximately 8" above current level. Concrete to be 6 sac, 4,000 psi mix design with broom finish, central joint & transverse joints to be at similar spacing.	\$ 7,291.00
4	1454 Autumn Leaf Dr: 1524 SF x \$5.75 Remove & replace 16' x 94' x 4" thick driveway reinforced with 6x6-10x10 wiremesh on 4" thick rock base. Driveway to be replaced at elevation similar to existing. Concrete to be 6 sac, 4,000 psi mix design with broom finish, central joint & transverse joints to be at similar spacing.	\$ 8,763.00
5	Re-grade both yards using existing soils & some imported top soils. Yards to drain to inlets & toward existing drainage structure in corner of yard. Supply & install sod in areas disturbed.	\$ 5,250.00

TOTAL: \$ 30,054.00

Notes:

- Care for newly installed sod lies solely on the homeowner and/or property owner.
- Any trees/shrubs disturbed in this process will not be replaced, we will be as careful as possible to not disturb.
- For Contract Acceptance, Please sign, Date, & Print Name on Page #5 of "Terms & Conditions".
- Winter Service Cost Breakdown (Effective 11/15/2014 - 4/1/2015):

Hot Water	\$6.00/CY
1% Calcium Chloride	\$2.00/CY
Non-Calcium Accelerator	\$6.00/CY

* Actual cost of winter service (i.e. blankets and/or poly) to be determined by conditions and temperature.

EX: "A" TO RIGHT OF ENTRY

STORMWATER CONSTRUCTION & MAINTENANCE EASEMENT EXHIBIT

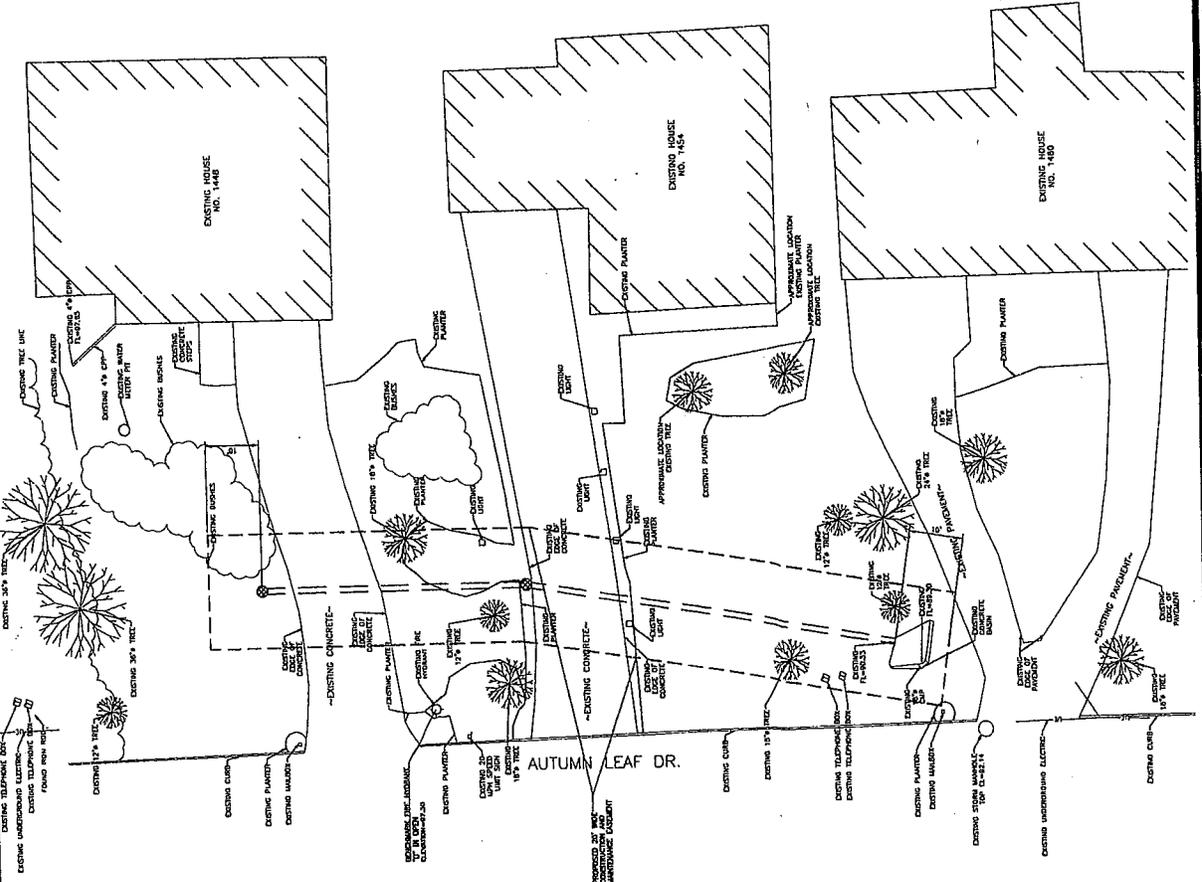


PERMANENT EASEMENT:

-Easement shown is described as a 20' wide area consisting of the proposed improvements as constructed.

TEMPORARY CONSTRUCTION EASEMENT:

-Contractor will be allowed to access the remaining property adjacent to the permanent easement as needed to construct the storm piping, appurtenance, & raise & replace the driveway between the Autumn Leaf Curb & the Garages



REVISIONS	DESCRIPTION
1	ADDITIONAL ELECTRICAL
2	ADDITIONAL ELECTRICAL
3	ADDITIONAL ELECTRICAL
4	ADDITIONAL ELECTRICAL
5	ADDITIONAL ELECTRICAL
6	ADDITIONAL ELECTRICAL
7	ADDITIONAL ELECTRICAL
8	ADDITIONAL ELECTRICAL
9	ADDITIONAL ELECTRICAL
10	ADDITIONAL ELECTRICAL
11	ADDITIONAL ELECTRICAL
12	ADDITIONAL ELECTRICAL
13	ADDITIONAL ELECTRICAL
14	ADDITIONAL ELECTRICAL
15	ADDITIONAL ELECTRICAL
16	ADDITIONAL ELECTRICAL
17	ADDITIONAL ELECTRICAL
18	ADDITIONAL ELECTRICAL
19	ADDITIONAL ELECTRICAL
20	ADDITIONAL ELECTRICAL

DESIGN	DATE
CHECKED	DATE
DATE	9/2/14
SCALE	
JOB NO.	5877-A
SHEET NO.	1 OF 1
DATE	

CONSULTING ENGINEERS/SURVEYORS

 www.bfang.com

 170 8th Street

 Mukwonago, Wisconsin 53090

EX "B" TO R.I.B.A.T OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is dated as of April 7, 2015 (the "Effective Date"), by and between the VILLAGE OF TWIN OAKS ("Municipality"), and TINA L. GROBE ("Owner").

A. Owner is the fee simple owner of certain real property known and numbered as 1460 Autumn Leaf Dr., Twin Oaks, MO. 63021 (the "Property").

B. Owner and Municipality mutually agree to the terms and conditions of certain improvements related to the Village storm water control system as more particularly described in Exhibit "A" attached and incorporated herein by reference. The parties acknowledge that some of the improvements will take place on private property and some on public easement and that additional easements are required as indicated in Exhibit "B" ("the Plans) attached and incorporated herein by reference.

In consideration of the foregoing, the mutual covenants herein contained, and other good and valuable consideration (the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows:

1. Owner hereby agrees to permit Municipality, its authorized representatives, agents, employees, engineers, consultants, and contractors (collectively, the "Municipality Permitted Parties") the right to enter upon the Property to conduct surveys, testings, investigations, and construction of the improvements detailed in Exhibit "A" thereto (collectively, the "Permitted Activities"), all in accordance with the terms of this Agreement. All costs and expenses of the Permitted Activities shall be borne by Municipality.

2. The right of entry granted by this Agreement shall be deemed to include reasonable "working space" adjacent to the planned improvements and shall terminate upon the completion of the improvements or the Recording of a duly executed Easement Agreement for Maintenance (as Built), whichever shall last occur. To that degree reasonably possible, Village or its Contractor shall return the property to owner(s) in good condition with improvements in place and with replacement turf seeded or sodded, as Village and Property owner shall agree and shrubbery replaced as necessary.

3. This Agreement shall be governed by the laws of the State of Missouri, and jurisdiction and venue in connection with any litigation regarding the matters addressed in this Agreement shall be exclusively limited to any state court of competent jurisdiction located in the County of St. Louis, Missouri, or any United States District Court of competent jurisdiction located in the State of Missouri. Any provision of this Agreement that shall be prohibited or unenforceable shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

4. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. This Agreement is binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto. Neither party shall assign all or any part of its rights, interests, or obligations hereunder to another party (excepting Village's Contractor) without the



120 Allen Rd.
Eureka, MO 63025

Phone: 314-772-6300
Fax: 314-772-9641
www.bolingconcrete.com

Quote # 14COM098

Quote Date: May 12, 2014
Contact: Mike Bush
Cell: 618-334-8214

Quote to: Kathy Runge / Wes Theissen
Village of Twin Oaks
1393 Big Bend Rd.
Suite F
Twin Oaks, MO 63021

Job Name: Drainage & Driveway Improvements
1448 & 1454 Autumn Leaf Dr.

Phone: (314) 800-8099
Email: wtheissen@bfaeng.com

Date of Plans: N/A

This proposal includes labor, equipment, & material to perform the following scope of work:

Item #	Description	Amount
1	Excavate, install (2) grated inlets with domed covers, and install approximately (120 LF) of 12" SDR 35 pipe from low point in yard of 1448 Autumn Leaf to pad at existing pipe in corner of yard at 1454 Autumn Leaf. Backfill to top of pipe with clean rock & up to grade with existing soils.	\$ 7,750.00
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EX: "A" TO RIGHT OF ENTRY

