

**AN ORDINANCE APPROVING AN AGREEMENT WITH MISSOURI  
AMERICAN WATER COMPANY FOR UTILITY RELOCATION ON  
CRESCENT AVENUE**

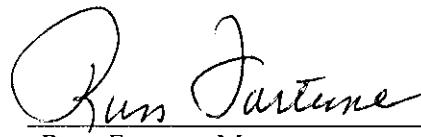
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**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, the Contract for Water Facility Relocation and License to Utilize Easement substantially in the form of "Exhibit 1" attached hereto and incorporated herein, on behalf of Twin Oaks with Missouri-American Water Company for relocation of Missouri-American's water line and granting the right to use the City's right-of-way to facilitate the City's Crescent Avenue Sidewalk and Stormwater Improvements Project under the terms set forth in Exhibit 1.

**Section 2.** This Ordinance shall be in full force and effect on and after its passage and approval by the mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 3<sup>rd</sup> DAY OF APRIL 2024.



Russ Fortune, Mayor

Attest:



Paula Dries, Assistant City Clerk

Exhibit 1

**CONTRACT FOR WATER FACILITY RELOCATION AND**  
**LICENSE TO UTILIZE EASEMENT**

## **CONTRACT FOR COMPANY OWNED FACILITY RELOCATION**

THIS CONTRACT, entered into this 25th day of March 2024, by and between MISSOURI-AMERICAN WATER COMPANY, a corporation existing under the laws of the State of Missouri, (hereinafter referred to as "COMPANY"), and the CITY OF TWIN OAKS, (Located at ST. Louis County), (hereinafter referred to as ("CITY"),

WITNESSETH:

WHEREAS, CITY contemplates the location, widening, construction, and/or improvement of (98 CRESCENT AVE.) in accordance with certain plans titled (E2021-012 CRESCENT AVE) on file in the office of the CITY; and

WHEREAS, in carrying out the opening, widening, establishment, and improvement of 98 Crescent Ave it will be necessary to relocate certain portions of COMPANY'S facilities now located on the COMPANY'S private/ public easement along (Crescent Ave 15' Easement.) in the CITY, and

WHEREAS, COMPANY is willing to accommodate CITY'S needs upon condition that CITY accepts the provisions hereinafter specified and evidences such acceptance by execution hereof in accordance with Section 432.070 RSMo and City Ordinance No. 24-05.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. COMPANY will, as soon as practicable after receiving notice from the CITY, and receipt of payment in full of the estimated cost described in Paragraph 2, furnish all labor, materials, and supervision necessary, and will relocate its said COMPANY owned facilities currently located within the private/ public easement of the COMPANY as shown on the plans marked Exhibit "A" attached hereto and made a part hereof.
2. The estimated cost (Exhibit "B") for this relocation is **\$ 34,875.00** It is agreed that CITY'S obligation toward the cost of this relocation shall be 100% or \$ 34,875.00 of the actual costs thereof ("CITY'S OBLIGATION"), which is the percentage of the affected COMPANY owned facilities located within the COMPANY'S private/ public easement. CITY agrees that prior to commencement of the relocation contemplated herein and upon receipt of a statement of cost, it will, or it will direct its agent or assign to promptly pay COMPANY for 100% or \$ 34,875.00 of the

estimated cost of the relocation as set forth in Exhibit B, hereinafter referred to as "CITY'S PAYMENT" ... The failure of any agent or assign of the CITY to promptly pay the COMPANY shall not be a defense and shall not mitigate the duty of the CITY to pay the COMPANY in full.

3. At the conclusion of the relocation work, the COMPANY shall calculate the difference between actual costs and estimated costs, if any. In the event the CITY's pro rata share of the actual costs exceeds CITY'S PAYMENT", the parties will enter into a supplement to this contract that addresses the CITY reimbursing the COMPANY for the additional amount owed. In the event the actual costs are less than CITY'S PAYMENT, the COMPANY will pay CITY its pro rata share of the difference between CITY'S PAYMENT and the actual cost. Payments owed to COMPANY shall be paid within forty five (45) days of receipt of invoice.
4. If any substantial change is made in the original plan and extent of the COMPANY'S relocation as determined by the COMPANY, work on the additional relocation will not be performed until estimated costs have been provided to the CITY. Upon completion of this additional relocation work, CITY will reimburse COMPANY for any incurred costs above the estimated costs set forth in paragraph 2 of the contract that directly result from such change of plans.
5. CITY agrees to furnish COMPANY with all necessary information of the project improvements including surveying and marking the proposed elevation and the right-of-way in order for COMPANY to properly carry out the utility relocation.
6. Upon completion of the relocation provided for herein, COMPANY shall remove all leftover materials and debris resulting from the work and leave the affected public and private rights-of-way in a neat, workman-like condition, free of holes, mounds of dirt, or other objectionable material.
7. This agreement shall inure to the benefit and detriment of the successors and assigns of CITY and COMPANY.

Project Name: E2021-012 CRESCENT AVE

Project Manager: Priyanka Sidella

WBS: R17-02F2.24-P-0003

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials.

MISSOURI-AMERICAN WATER COMPANY

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Construction Manager (Title)

CITY OF TWIN OAKS MISSOURI



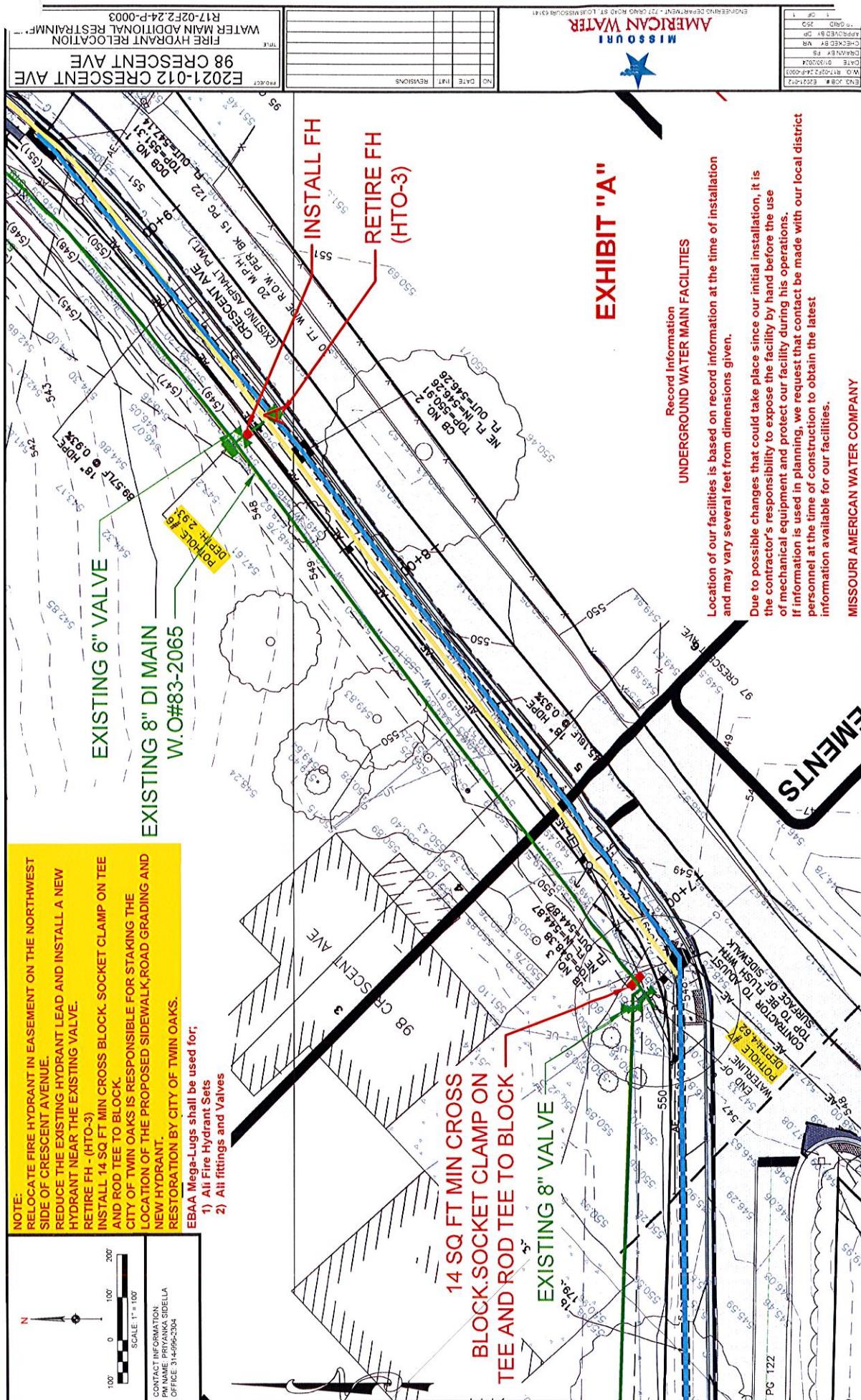
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Mayor

APPROVED AS TO LEGAL FORM:

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City Counselor



## EXHIBIT "B"

Description	Unit Price	Total
FH Relocation & Cross Block Labor	\$ 28875	\$ 28875
Material	\$6000	\$6000
<b>Total</b>		<b>\$34875</b>