



Bill No. 4118
Ordinance No. _____

INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, KERLAGON, BULLINGTON

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR OF THE CITY OF BALLWIN, MISSOURI, ON BEHALF OF THE CITY, TO EXECUTE AN EASEMENT, DEDICATION AGREEMENT, AND MAINTENANCE AGREEMENT WITH THE METROPOLITAN ST. LOUIS SEWER DISTRICT.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, MISSOURI, AS FOLLOWS:

Section 1. The Mayor and/or City Administrator of the City of Ballwin, Missouri, is hereby authorized to execute the Easement, Maintenance Agreement, and Dedication Agreement attached hereto with Metropolitan St. Louis Sewer District to construct and maintain a sewer line and stormwater management facilities for the Ballwin Police Station Project.

Section 2. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this ____ day of _____, 2022.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2022.

TIM POGUE, MAYOR

ATTEST: _____
ERIC STERMAN, CITY ADMINISTRATOR



**Metropolitan St. Louis
Sewer District**

2350 Market Street
St. Louis, MO 63103
Phone 314.768.6200
www.stlmsd.com

February 22, 2022

City of Ballwin
Eric Serman
1 Government Center
Ballwin, MO 63011

Re: Ballwin Police Station
21MSD-00357

Dear Eric Serman,

Before plans can be approved, this form must be executed and uploaded to
<https://aca3.accela.com/stlmsd/> or submitted to the MSD Permit Counter in hard copy format.

The form is to be signed by the Developer of the subject project. If the Developer is not an individual or partnership, the forms should show the name of the company, signed by an officer of the company, bear the corporate seal and be attested by another officer of the company. Print or type the officer's name and titles below the signatures. If the Developer is an individual or partnership, you may ignore the corporate seal and attest sections.

Your compliance with the above will expedite plan approval and issuance of permits. If you have any questions, please contact our office at 314-768-6272.

Thank you.

Attachment

AGREEMENT TO DEDICATE AND USE

This agreement entered into this ____ day of _____ by and between

City of Ballwin _____, Party of the First Part, and the Metropolitan St. Louis Sewer
District, a municipal corporation and a political subdivision of the State of Missouri, Party of the Second Part.

WHEREAS, Party of the First Part is desirous of securing sewage disposal for a tract or parcel of
land known as, Ballwin Police Station (21MSD-00357)

WHEREAS, Party of the Second Part is desirous of providing such sewage disposal to Party of
the First Part.

NOW, THEREFORE, in consideration of the premises, and of the performance of the covenants
hereinafter set out, it is mutually agreed that, upon completion of the sewer or sewers, and after final inspection
has been completed by Party of the Second Part, Party of the First Part shall file with the Party of the Second
Part a Deed of Dedication conveying and transferring to The Metropolitan St. Louis Sewer District all rights, titles
and interests in the aforesaid sewers, together with the appropriate sewer easements, and Party of the Second
Part shall accept for public use said Dedication, and shall thereafter undertake the operation and maintenance of
all aforesaid sewers, and easements. In addition, however, the Party of the First Part agrees that the Party of the
Second Part or any permittee thereof may connect with and use any such sewer or sewers and appurtenances
thereto at anytime prior to such dedication.

The individual and any organization executing this document represent and warrant that the
individual and as applicable the organization are fully authorized to do so.

Execution by Electronic Signature, Telefax or Electronic Transmission. The parties agree that
they will be bound by an electronic sound, symbol or process, executed or adopted by the party with the intent to
sign the document. This document may be executed by telefax, or by electronic mail as a portable digital format
(.pdf) document, either of which shall constitute an original signature for all purposes.

Reproduction of Document. This document may be stored &/or reproduced by each party by
electronic format in lieu of an original.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part have
hereunto set their hands and seals the day and year first above written.

City of Ballwin (Corporate Seal)

Attest _____

THE METROPOLITAN ST. LOUIS SEWER DISTRICT

By _____

Richard L. Unverferth, P.E.
Director of Engineering

3-INCH AREA ABOVE - LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: MAINTENANCE AGREEMENT

DATE OF DOCUMENT:

GRANTOR: CITY OF BALLWIN
1 GOVERNMENT CENTER
BALLWIN, MO 63011

GRANTEE: **METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD)**
2350 MARKET STREET
ST. LOUIS, MO 63103-2555

PROPERTY ADDRESS: 302 KEHRS MILL ROAD
BALLWIN, MO 63011

COUNTY LOCATOR #: 22R111604

CITY/MUNICIPALITY: BALLWIN

LEGAL DESCRIPTION: CONSOLIDATED LOT OF THE CONSOLIDATION PLAT OF PART
OF LOTS 6 & 7 OF MARY J. EICKERMANN'S ADDITION AND
PART OF U.S. SURVEY 1908, TOWNSHIP 45 NORTH, RANGE 4
EAST AS RECORDED IN PLAT BOOK 370, PAGE 38 OF THE ST.
LOUIS COUNTY LAND RECORDS OFFICE IN ST. LOUIS
COUNTY, MISSOURI

MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that **City of Ballwin**, for and in consideration of the approval of sewer plans and of the issuance of a sewer permit by The Metropolitan St. Louis Sewer District for storm water management facilities according to plans to be approved by said District for a development known as **Ballwin Police Station (21MSD-00357)/(21MAINT-00222)** in Ballwin, Missouri, at 302 Kehrs Mill Road, and other good and valuable considerations, do hereby agree and promise, as follows:

1. To build and construct stormwater management facilities, including Best Management Practices (BMP), basins, drainage facilities, appurtenances and sewer lines, in accordance with the design, plans and report, submitted to and approved by The Metropolitan St. Louis Sewer District. The stormwater management facilities are to be perpetually located within the dimensioned and reserved area, as shown hachured on the exhibit "A" as attached hereto and made a part hereof.
2. To maintain and operate the stormwater management facilities in conformity with the approved Stormwater Management Facilities Report.
3. To maintain all pipes and drains in good working order and maintain all walls, dikes, vegetation, filter media, and any other requisite appurtenances and improvements for the retention and management of stormwater in good repair.
4. That in the event **City of Ballwin** or its successor in title to said property shall fail to maintain the stormwater management facilities, BMPs, basins, drainage facilities, appurtenances and sewer lines in accordance with this agreement, The Metropolitan St. Louis Sewer District shall be permitted to enter onto the property and make the repairs and corrections and perform such maintenance as it deems necessary and bill the owners of said property for the services performed. It is further agreed that in the event said bill or charge for the services performed shall not be paid within a period of thirty (30) days said sum shall become a lien on the real property and shall accrue interest at a rate of eight percent (8%) per annum until paid in full.
5. This agreement is irrevocable and shall continue forever unless notified in writing by the Metropolitan St. Louis Sewer District whose consent to modification shall not be unreasonably withheld.
6. The individual and any organization executing this document represent and warrant that the individual and as applicable the organization are fully authorized to do so.

Execution by Electronic Signature, Telefax or Electronic Submission. The parties agree that they will be bound by an electronic sound, symbol or process, executed or adopted by the party with the intent to sign the document. This document may be executed by telefax, or by electronic mail as a portable digital format (.pdf) document, either of which shall constitute and original signature for all purposes.

Reproduction of Document. This document may be stored and/or reproduced by either party by electronic format in lieu of an original.

IN WITNESS WHEREFORE, the said **City of Ballwin** has caused these presents to be signed by its _____ this _____ day _____, 20_____.

BY _____
Signature & Title

BY _____
Print Name & Title

ATTEST:

Signature & Title

Print Name & Title

STATE OF MISSOURI)
)
) SS.
)
_____ OF ST. LOUIS)

On this _____ day of _____, 20_____ before me appeared _____ to me personally known, who being by me duly sworn, did say he/she is _____ of **City of Ballwin** and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

My Commission expires _____

Notary Public

IN WITNESS WHEREOF, the parties hereto have duly executed these presents to be signed by the Director of Engineering for The Metropolitan St. Louis Sewer District.

THE METROPOLITAN ST. LOUIS SEWER DISTRICT

By _____
Richard L. Unverferth, P.E.
Director of Engineering

STATE OF MISSOURI)
) SS.
_____ OF ST. LOUIS)

On this _____ day of _____, 20____, before me personally appeared Richard L. Unverferth to me personally known, who being by me duly sworn, did say that he is the Director of Engineering, of THE METROPOLITAN ST. LOUIS SEWER DISTRICT and that said instrument was signed and sealed in behalf of said THE METROPOLITAN ST. LOUIS SEWER DISTRICT by authority of its Board of Trustees and said Richard Unverferth acknowledged said instrument to be the free act and deed of said THE METROPOLITAN ST. LOUIS SEWER DISTRICT.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this day of _____, 20____.

My Commission expires _____.

Notary Public

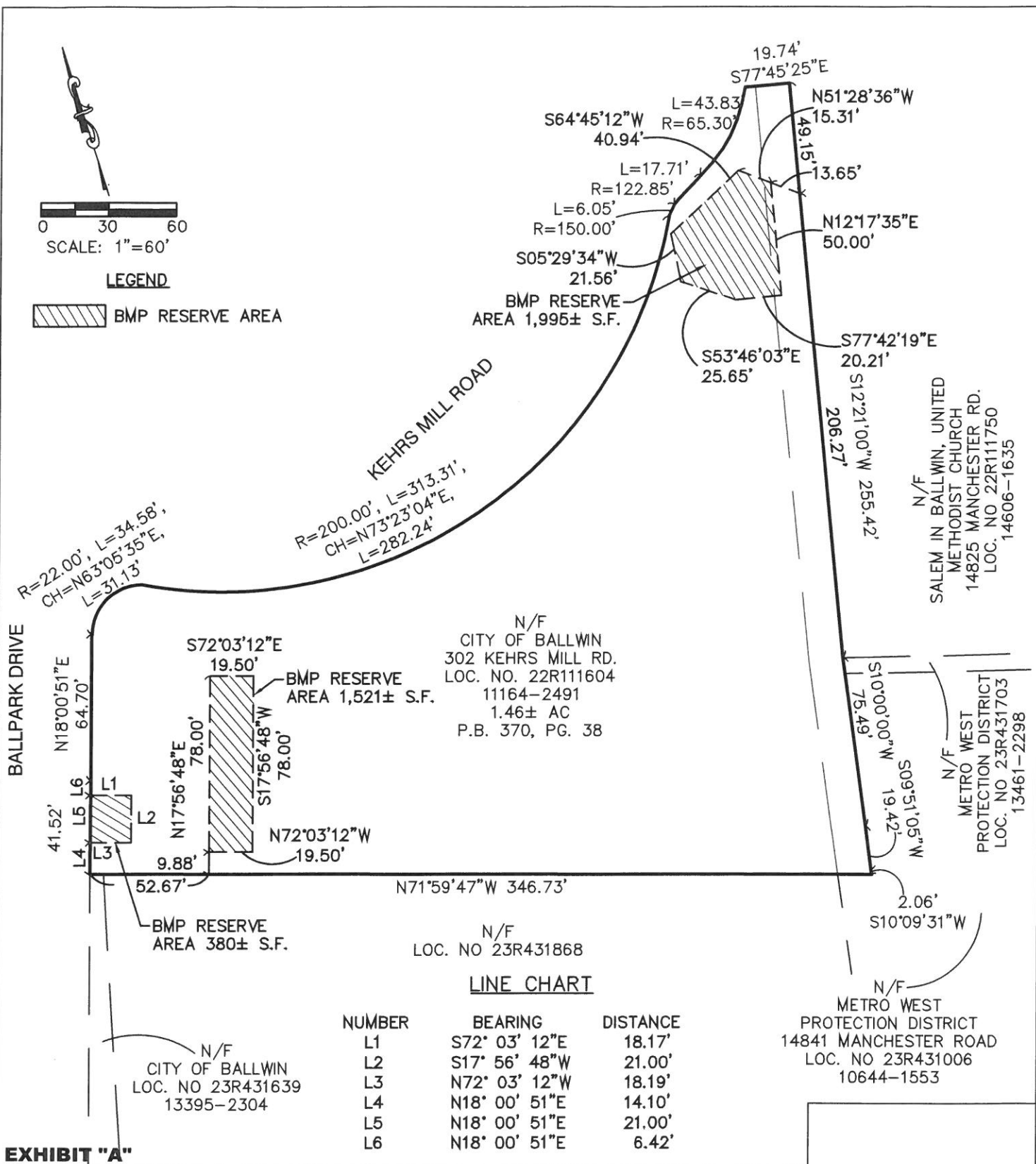


EXHIBIT "A"

CONSOLIDATED LOT OF THE CONSOLIDATION PLAT OF PART OF LOTS 6 AND 7 OF MARY J. EICKERMANN'S ADDITION AND PART OF U.S. SURVEY 1908 TOWNSHIP 45 NORTH, RANGE 4 EAST AS RECORDED IN PLAT BOOK 370, PAGE 38 OF THE ST. LOUIS COUNTY LAND RECORDS OFFICE IN ST. LOUIS COUNTY, MISSOURI

METRON SURVEYING AND LAYOUT COMPANY
JOHN E. WINKLER JR. PLS 2006016644

3-INCH AREA ABOVE - LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: EASEMENT

DATE OF DOCUMENT:

GRANTOR: CITY OF BALLWIN
1 GOVERNMENT CENTER
BALLWIN, MO 63011

GRANTEE: **METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD)**
2350 MARKET STREET
ST. LOUIS, MO 63103-2555

PROPERTY ADDRESS: 302 KEHRS MILL ROAD
BALLWIN, MO 63011

COUNTY LOCATOR #: 22R111604

CITY/MUNICIPALITY: BALLWIN

LEGAL DESCRIPTION: CONSOLIDATED LOT OF THE CONSOLIDATION PLAT OF PART
OF LOTS 6 & 7 OF MARY J. EICKERMANN'S ADDITION AND
PART OF U.S. SURVEY 1908, TOWNSHIP 45 NORTH, RANGE 4
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LOUIS COUNTY LAND RECORDS OFFICE IN ST. LOUIS
COUNTY, MISSOURI

Ballwin Police Station
21MSD-00357 / 21EASMT-00942
Loc. No. 22R111604

EASEMENT

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that City of Ballwin

, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, replace, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

IN WITNESS WHEREOF, the said City of Ballwin has caused these presents to be signed by its _____ this _____ day of _____, 20____.

City of Ballwin

(Name of Corporation)

By _____

Attest:

Officer

Secretary

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

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn, did say he/she is _____ of City of Ballwin and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

My Commission expires _____.

Notary Public

MSD/ENG. 3.10 – Corp - Standard Esmt.

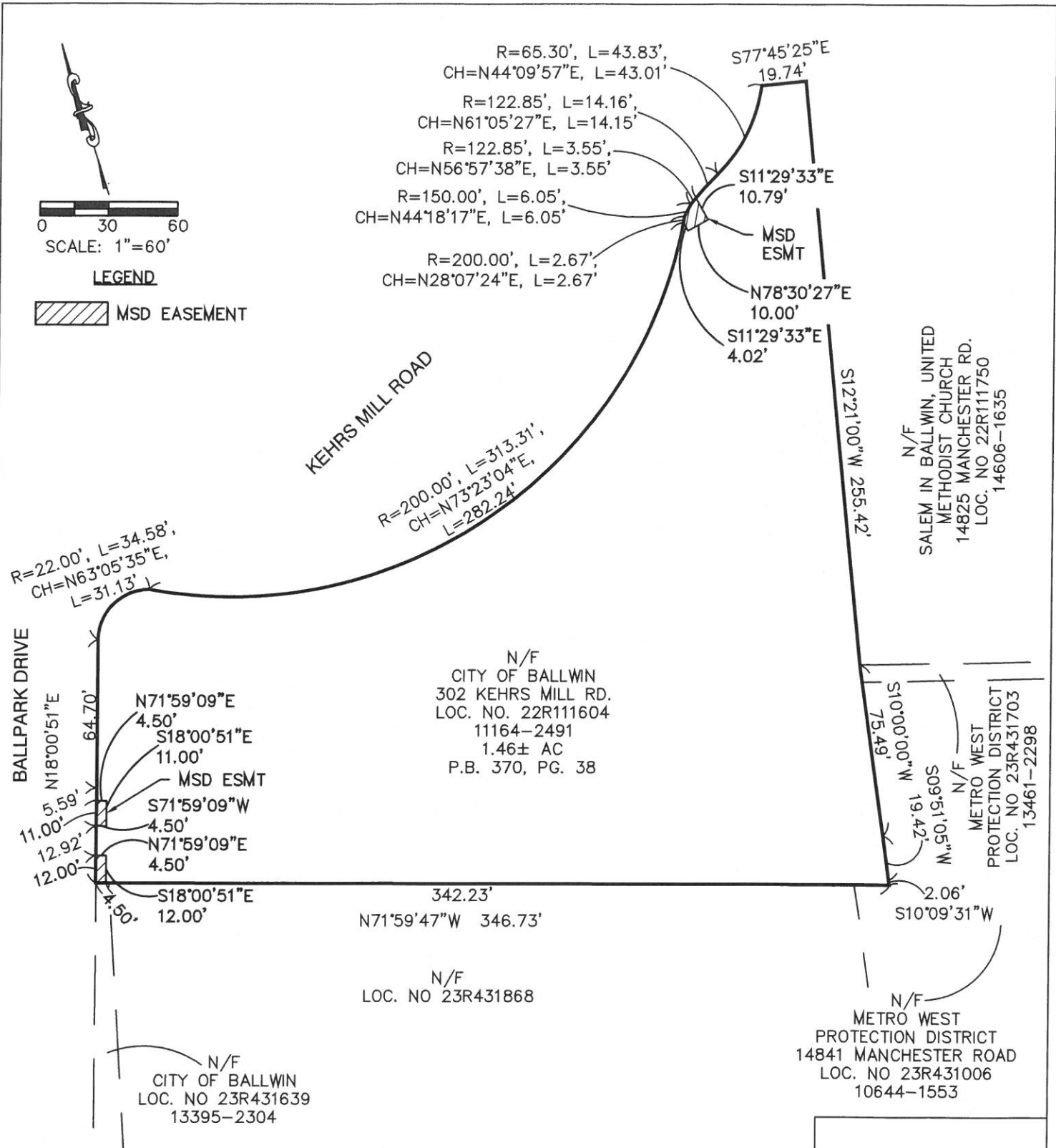


EXHIBIT "A"

MSD EASEMENT PLAT
CONSOLIDATED LOT OF THE CONSOLIDATION PLAT OF PART OF LOTS 6 AND 7 OF MARY J. EICKERMANN'S ADDITION AND PART OF U.S. SURVEY 1908 TOWNSHIP 45 NORTH, RANGE 4 EAST AS RECORDED IN PLAT BOOK 370, PAGE 38 OF THE ST. LOUIS COUNTY LAND RECORDS OFFICE IN ST. LOUIS COUNTY, MISSOURI

METRON SURVEYING AND LAYOUT COMPANY
JOHN E. WINKLER JR. PLS 2006016644