

BILL NO. 3009

ORDINANCE NO. 2779

**AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A
MAINTENANCE AGREEMENT WITH THE METROPOLITAN ST. LOUIS
SEWER DISTRICT FOR STORM WATER MANAGEMENT FACILITIES AT
THE CENTENNIAL GREENWAY**

WHEREAS, the City Council has applied for and received a TAP grant to construction the Centennial Greenway segment connecting Dielman Rd to Warson Park; and

WHEREAS, as part of the plan and permit approval of the Centennial Greenway, the Metropolitan St. Louis Sewer District (“MSD”) is requiring the execution of a maintenance agreement and a copy of such agreement is attached and incorporated herein as Exhibit A (the “MSD Maintenance Agreement”); and

WHEREAS, as part of the project, the City has agreed to build and construct stormwater management facilities, to be perpetually located within the reserved area as shown on Exhibit A of the maintenance agreement; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OLIVETTE, MISSOURI, AS FOLLOWS:

Section One. The City Manager is authorized and directed to execute and enter into on behalf of the City the MSD Maintenance Agreement in substantial conformity with the attached Exhibit A.


Section Two. The Interim City Manager is further authorized to take such further action and execute such further documents as may be necessary to effect the purpose of this Ordinance.

Section Three. This Ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 25th DAY OF July, 2023.


MAYOR

ATTEST:


CITY CLERK



**Metropolitan St. Louis
Sewer District**

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

June 06, 2023

Katherine Herndon
WSP
211 N Broadway
St Louis, Missouri 63044

**RE: Centennial Greenway(Warson Pk. to Dielman Rd.)
23MAINT-00008**

The attached MAINTENANCE AGREEMENT must be executed by the **Owner of the Property** and submitted to MSD Development Review before plans can be approved or permits can be issued.

The agreement is to be signed by the current owner of the subject property. 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.

Please print the agreement, have it executed and notarized, then scan and upload to <https://acasupp3.accela.com/stlmsd/> in the "Attachments" area of the Maintenance Agreement (MAINT) record that is referenced above. Or you may send the original executed notarized hard copy of the agreement to the MSD Permit Desk, 2350 Market Street, St. Louis, MO 63103.

Please note this agreement will be recorded by MSD. You will need to complete a Standard Recorder of Deeds cover sheet for this agreement as well, then either upload it to stlpermitting.com as described above, or send in a hard copy as described above.

Your compliance will expedite MSD plan approval and issuance of permits. If you have any questions, or if you need a blank copy of the Standard Recorder of Deeds cover sheet please call 314-768-6272.

Yours truly,

MSD Engineering Department

MAINTENANCE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **OLIVETTE CITY OF**, a Missouri Corporation, 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 **Centennial Greenway(Warson Pk. to Dielman Rd.) 22MSD-00131** in **OLIVETTE**, Missouri, at **9615 HURON**, 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 **OLIVETTE CITY OF** or their successor in title to said property shall fail to maintain the stormwater management facilities, BMP, 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 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 WHEREFORE, the said Darren Mann, Interim City Manager
has executed these presents this 31st day of July, 2023.

[Signature]
Signature

Darren Mann
Print Name

ATTEST:

[Signature]
Signature & Title Deputy City Clerk
Jennifer Conrad
Print Name & Title Deputy City Clerk

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

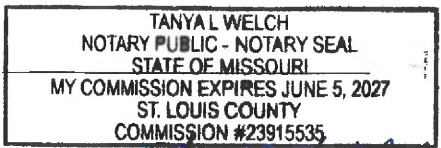
On this 1st day of August, 2023 before me
appeared Darren Mann to me

personally known, who being by me duly sworn, did say he/she is
Interim City Manager of
City of Olivette and that the seal
affixed to the foregoing instrument is the Corporate Seal of said Corporation and that said Corporation by
authority of its Board of Directors, and said

Darren Mann 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



Tanya L. Welch
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 Unverferth
Director of Engineering

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

On this _____ day of _____, 20_____, before me personally appeared Richard 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