

CONSENT ITEMS

RE: ROJEAN DRIVE – BIO-RETENTION AGREEMENT

DEPARTMENT: PUBLIC WORKS

PROGRAM: PAVEMENT

RECOMMENDATION: We recommend the execution of the attached bio-retention agreement.

EXPLANATION: The City of Ellisville is currently out for bids for the reconstruction of Rojean Drive. Bids are due on Friday, July 12, 2013. The City of Ballwin has agreed to partner with the City of Ellisville for the reconstruction of Rojean Drive. As part of this project, the existing storm sewer system will be expanded with the addition of storm sewers and water quality facilities. There will be one bio-retention area located within the City of Ballwin right-of-way for Rojean Drive, near the Lafayette Church of Christ at the northwest corner of Rojean Drive and New Ballwin Road.

Since MSD does not maintain water quality facilities, they require execution of the attached maintenance agreement as part of the approval process for the Rojean Drive improvement project. This agreement assigns maintenance responsibility to the City of Ballwin.

SUBMITTED BY: GARY R. KRAMER, P.E., CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

DATE: JULY 2, 2013

BK

MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that City of Ballwin, 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 ROJEAN DRIVE STREET IMPROVEMENT (NEW BALLWIN TO 1338' EAST)

P-0029125-00 in Ballwin, Missouri, at a location within the City of Ballwin right-of-way and adjacent to Lot 8 and Lot 9 in Ballwin Acres Subdivision Plat Book 60 Page 15, 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, 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 accrue interest at a rate of eight percent (8%) per annum until paid in full.
5. This agreement is irrevocable and shall continue forever.

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))
_____ OF ST. LOUIS)) SS

On this _____ day of _____, 2013, before me personally appeared Richard Unverferth to me personally known, who being by me duly sworn, did say that he is the Assistant 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 _____, 2013.

My Commission expires _____

Notary Public

BALLWIN ACRES

PB 60 PG 15

LAFAYETTE CHURCH OF CHRIST
LOC. NO. 235530441
D.B. 04751 PG. 0064
115 NEW BALLWIN RD

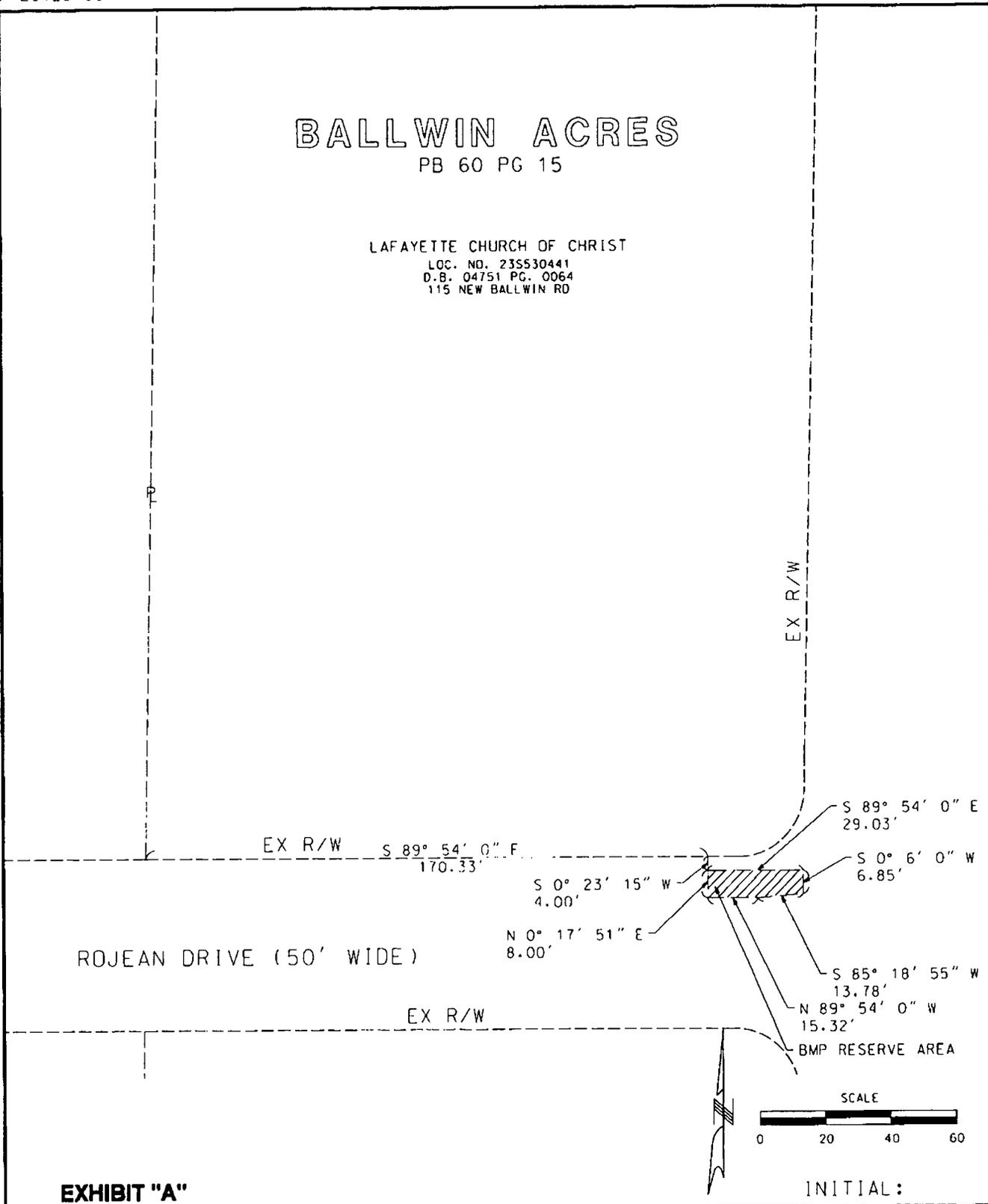


EXHIBIT "A"

BMP RESERVE AREA PLAT
CITY OF BALLWIN RIGHT-OF-WAY
ADJACENT TO LOT 8 AND LOT 9 IN BALLWIN ACRES SUBDIVISION
PLAT BOOK 60 PAGE 15
BALLWIN, ST. LOUIS COUNTY, MISSOURI