BILL NO. 690 **ORDINANCE NO. 690.15**

AN ORDINANCE AMENDING ORDINANCE NO. 670.13 AUTHORIZING THE TOWN OF GRANTWOOD VILLAGE, MISSOURI TO COLLECT AND ADMINISTER A SEWER LATERAL FEE IN ORDER TO PROTECT THE VIABILITY OF THE SEWER LATERAL FUND BY ADDING A NEW SECTION 3, A NEW SECTION 4, A NEW SECTION 5 AND A NEW SECTION 6 TO SAID ORDINANCE.

WHEREAS, on April 2, 2013, a majority of the voters voted in favor of the proposal to enact a sewer lateral repair program in the Town of Grantwood Village, Missouri as set forth in Section 249.422 RSMo;

WHEREAS, said voters approved that $50.00 be assessed annually on residential property for each lateral sewer service line serving six or less dwelling units on that property and condominiums that that have six or less condominium units per building and any condominium responsible for its own individual lateral sewer line; and;

WHEREAS, in order to maintain the viability of the sewer lateral fund, it is deemed necessary to place a limit of $2,000.00 that the Village will pay per repair and also set forth the resident's responsibilities in the event the sewer lateral repair exceeds $2,000.00.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANTWOOD VILLAGE, AS FOLLOWS:

Section 1. A fee of $50.00 shall be assessed annually on residential property for each lateral sewer service line serving six or less dwelling units on that property and condominiums that have six or less condominium units per building and any condominium responsible for its own individual lateral sewer line.

Section 2. The funds collected pursuant to such ordinance shall be deposited in a special account to be used solely for the purpose of paying for all or a portion of the costs reasonably associated with and necessary to administer and carry out the defective lateral sewer service line repairs. All interest generated on deposited funds shall be accrued to the special account established for the repair of lateral sewer service lines.

Section 3. The Village will pay repair charges up to a maximum of $2,000.00 per repair of a sewer lateral. Any additional amount above the $2,000.00 ceiling and the St. Louis County administrative fee charged on the additional amount shall be the responsibility of the property owner.

Section 4. If the accepted bid to repair the lateral exceeds $2,000.00, the resident shall pay any bid amounts in excess of $2,000.00, plus the St. Louis County administrative fee on the excess amounts into the Town of Grantwood Village Sewer Lateral Account so that the Village has sufficient funds to replenish the sewer lateral fund. If change orders occur that are

not within the $2,000.00 base amount, the resident shall pay the excess amounts into the aforesaid Escrow Account. The Building Commissioner is authorized to enter into an escrow agreement in the form attached hereto with the resident. No work (either original work or change order work) shall proceed on sewer lateral repairs until the Escrow Agreement is fully executed and the amounts in excess of $2,000.00 are deposited into the aforesaid Account.

Section 5. In order to implement the sewer lateral program, the Board of Trustees may establish rules and regulations under which the Sewer Lateral Program shall operate. These rules and regulations shall be posted on the Village website and made available in printed form.

Section 6. This ordinance shall be in full force and effect upon the passage of this ordinance and after being duly signed by the Chairman of the Board of Trustees and attested by the Village Clerk.

This Bill was passed and approved this 29th day of March, 2015, by the Board of Trustees of the Town of Grantwood Village, Missouri after having been read by title or in full two times prior to passage.

_____
Kevin Kelso, Chairman

ATTEST:

_____
Sue Ehrhardt, Village Clerk

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this ___ day of _____, 2015 by and between the Town of Grantwood Village, as party of the first part, and _____, as parties of the second part.

WHEREAS, in order to maintain the viability of the sewer lateral fund, it is deemed necessary to place a limit of $2,000.00 that the Village will pay per repair and also set forth the resident's responsibilities in the event the sewer lateral exceeds $2,000.00;

WHEREAS, the bid for repair of the sewer lateral at _____, Town of Grantwood Village, Missouri exceeds $2,000.00; and

WHEREAS, parties of the second part shall pay the bid amount in excess of $2,000.00, plus the St. Louis County administrative fee on the excess amount, into the Town of Grantwood Village Sewer Lateral Account and said funds shall be disbursed upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein the parties agree as follows:

1. The accepted bid to repair the sewer lateral at _____, Town of Grantwood Village, Missouri exceeds $2,000.00, therefore, parties of the second part shall pay _____ into the Town of Grantwood Village Sewer Lateral Account so that the Village has sufficient funds to replenish the sewer lateral fund after the repair is completed and payment is made. If change orders occur that are not within the $2,000.00 base amount, the resident shall pay the excess amounts into the aforesaid Account. No work (either original work or change order work) shall proceed on sewer lateral repairs until the Escrow Agreement is fully executed and the amount in excess of $2,000.00, plus the St Louis County administrative fee on the excess amount, are deposited into the aforesaid Account. All payments made into the Account shall be by cashier's check, or other form of payment acceptable to the party of the first part. Upon notification by St. Louis County that the sewer lateral repair has been completed and payment has been made, the funds deposited to cover the excess amount shall remain in the Sewer Lateral Account so that the sewer lateral fund is reimbursed for the amounts in excess of $2,000.00 that were removed from the fund to pay for the repair.

2. The party of the second part agrees to indemnify, defend and hold the Town of Grantwood Village, Missouri harmless from any claims for payment arising from sewer lateral repair and related work performed at parties of the second part's residence. The Town of Grantwood Village has no obligation to pay any contractor, subcontractor or material supplier for any sewer lateral work performed at parties of the second part's residence. All authorized payments to contractors, subcontractors and material suppliers are to be made by St. Louis County.

3. In the event, a request is made for funds in excess of the amount set forth in paragraph 1 for additional or change order work, parties of the second part agree that they will

immediately inform party of the first part before said work has begun, and will prohibit said additional or change order work from proceeding until approved in writing by the party of the first part.

4 This Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement the date and year aforesaid.

Party of the first part

Town of Grantwood Village, Missouri

By:_____
Bob Bess, Building Commissioner

Parties of the second part

_____

_____