

OPINION SUMMARY
MISSOURI COURT OF APPEALS EASTERN DISTRICT

ECLIPSE PROPERTY DEVELOPMENT LLC,)	No. ED109298
)	
Appellant,)	Appeal from the Circuit Court
)	of Jefferson County
vs.)	
)	Honorable Troy A. Cardona
FAREED AMMARI, ET AL.,)	
)	
Respondents.)	FILED: September 21, 2021

Eclipse Property Development LLC (“Eclipse”) appeals from the trial court’s grant of summary judgment to the Northeast Public Sewer District (the “District”) ordering satisfaction of the District’s lien for unpaid sewer fees on property purchased by Eclipse at a delinquent tax sale (the “Property”). Eclipse raises two points on appeal. Eclipse first challenges the trial court’s judgment that it pay the sewer lien by characterizing the base user sewer fee as a tax subject to the voting approval requirements of the Hancock Amendment in the Missouri Constitution, Article X, Section 22(a). Eclipse next argues that the trial court erred because under Section 140.420 the District’s sewer lien is inferior to the general real estate tax lien and thus did not survive foreclosure of the general lien release when Eclipse obtained the collector’s deed from Jefferson County.

AFFIRMED.

DIVISION ONE HOLDS: Because the District charges its base user sewer fee only to properties that remain connected to the sewer service line, the District’s base sewer fee does not constitute an unconstitutional tax subject to the voting approval requirements of the Hancock Amendment and is properly charged to the Property. Because Section 249.255.1 expressly prioritizes the District’s sewer lien equal to and with the same enforcement as state and county tax liens, the District’s unrecorded lien survived the County tax sale and issuance of the collector’s deed.

Opinion by: Kurt S. Odenwald, Judge
Sherri B. Sullivan, C.J., and Kelly C. Broniec, J., concur.

Attorney for Appellant: Phillip K. Gebhardt

Attorneys for Northeast Public Sewer Dist.,
Respondent: Robert K. Sweeney and Allison M. Sweeney

Attorney for Sharon A. Kost and Jefferson Cnty.,
Mo., Respondents: Jason L. Cordes

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Andrew S. Baur, Southwest Bank of St. Louis,
BMO Harris Bank, Nat'l Ass'n, Citibank, NA,
Capital One Bank (USA) N.A., Keramat Ataei,
Respondents:

pro se

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