BILL NO.: 20-1019 ORDINANCE NO.: 20- 0451

INTRODUCED BY: COUNCIL MEMBER(s) Hendrickson

AN ORDINANCE AUTHORIZING JEFFERSON COUNTY, MISSOURI, TO ENTER INTO AN AGREEMENT REGARDING CONDITIONS OF PARTICIPATION IN THE HOMEOWNER REHABILITATION PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY LOCATED IN COUNCIL DISTRICTS 5, 6 & 7.

WHEREAS, the United States Congress enacted the housing and community Development Act of 1974 providing federal funds to units of local government for the purposes of developing urban communities and improving housing conditions and community services; and

WHEREAS, Jefferson County, Missouri, (hereafter, "the County") receives federal formula funds annually from The United States Department of Housing and Urban Development under its Community Development Block Grant Program (hereafter, "CDBG"), which is administered by The Economic Development Corporation of Jefferson County, Missouri, (hereafter, "EDC"); and

WHEREAS, the EDC, as Contracted Administrator, operates an Entitlement Program (hereafter, "Entitlement") within the boundaries of Jefferson County, Missouri, which provides funding to local programs that create suitable living environments, decent

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housing, and economic opportunities for low-to-moderate income persons living within the County; and

WHEREAS, the EDC is operated for the purpose of promoting the economic development of the County; and

WHEREAS, the EDC, in its capacity as Contracted Administrator of the Jefferson County Entitlement Program, has funds available through the Homeowner Rehabilitation Program to assist low-to-moderate income families in making repairs to their home in order to meet health and safety regulations and requirements; and

WHEREAS, the applicants, as set forth in exhibits A, B & C, meet the conditions to receive such funds; and

WHEREAS, the County desires to provide these funds to the applicants, as set forth in exhibits A, B & C, in an initial amount of **Fifteen Thousand Dollars ($15,000.00)** each, to allow them to bring their residence's into compliance with health and safety regulations by making repairs to their homes.

BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL, AS FOLLOWS:

Section 1. The County is authorized to enter into the Agreement Regarding Conditions of Participation in the Homeowner Rehabilitation Program (hereafter, "Agreement"), for an initial amount of **Fifteen Thousand Dollars ($15,000.00)** each, subject to budgetary limitations. The County Executive is authorized to execute the Agreement on behalf of the County with the applicants, as set forth in exhibits A, B & C, as well as any other documents which are required to carry out the intent of this

Ordinance. An un-executed copy of the Agreement to be entered into by all parties is attached hereto as Exhibits "A", "B" and "C." A copy of the fully executed Agreements, or any other further documents necessary to carry out the intent of this Ordinance, shall be filed with, and kept in, the records of the Department of the County Clerk as will a copy of this ordinance.

Section 2. This Ordinance shall be in full force and effect immediately upon approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	Yes
Council Member District 2, Renee Reuter	Yes
Council Member District 3, Phil Hendrickson	Yes
Council Member District 4, Charles Groeteke	Yes
Council Member District 5, Tracey Perry	Yes
Council Member District 6, Daniel Stallman	Yes
Council Member District 7, James Terry	Yes

THE ABOVE BILL ON THIS 13th **DAY OF** October **, 2020:**

✓ PASSED **____ FAILED**

Phil Hendrickson

Phil Hendrickson, County Council Chair

Pat Schlette

Pat Schlette, Council Executive Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 14th DAY OF October, 2020.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2020.

Dennis J. Gannon

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller

Ken Waller, County Clerk

BY: _____

Reading Date: 10-13-2020

Ordinance No: 20-0451 "Exhibit A"

AGREEMENT BETWEEN THE COUNTY OF JEFFERSON, MISSOURI AND JAMES ISAAC CRABTREE AND ARLIE MAREE CRABTREE REGARDING CONDITIONS OF PARTICIPATION IN THE HOMEOWNER REHABILITATION LOAN PROGRAM

This agreement is entered into on the 13th day of October 2020, between the County of Jefferson, Missouri, herein after known as "Lender" and James Isaac Crabtree and Arlie Maree Crabtree, husband and wife herein after known as "Borrower" and is subject to and contingent upon the U.S. Department of Housing and Urban Development executing a Community Development Block Grant (CDBG) Funding Approval/Agreement.

Section 1. Basic Acknowledgement

The Lender acknowledges that the Borrower has applied and qualified for participation in the Jefferson County Homeowner Rehabilitation program and has met the basic requirement of a low to moderate income household that is owner occupied.

Section 2. Basic Acknowledgment by Borrower

1. The Borrower acknowledges that the maximum amount of assistance allowed under the program is up to Fifteen Thousand Dollars ($15,000).

   The forgivable loan amount for the purposes of rehabilitating the owner-occupied home and property located at 407 North Taylor Avenue, Crystal City, MO 63019 will be up to Fifteen Thousand Dollars ($15,000) based on equity availability. In the event of default, the $15,000 will be determined a loan and shall be repaid at a rate of prime minus one percent (1%) interest to be repaid monthly for sixty (60) months. This rate shall be 2.25%. (Federal Prime Rate as of September 16, 2020, of 3.25% minus 1%)

2. The legal description of the property is as follows:

   Lot 395 of Pittburgh Plate Glass Company Plan of Crystal City a subdivision in Jefferson County, Missouri, according to the plat thereof recorded in Plat Book 3 page1

   Subject to Easements, Conditions, Restrictions, Building Lines and Zoning Ordinances, if any.

   Also known as: 407 North Taylor Avenue, Crystal City, MO 63019

Section 3. Responsibilities of Borrower

The Borrower agrees to the following conditions and scope of services to participate in the program:

1. The Borrower will reside in the house for five (5) years following the rehabilitation project closeout date as determined by the program administrator, The Economic Development Corporation of Jefferson County and Jefferson County.
    a. The borrower and/or the estate will be responsible for paying back all monies expended on the project if the borrower fails to reside in the residence as the owner for five years; turns the property into rental property; sells or otherwise transfers the residence to another's control; or is deceased.
    b. The loan amount will be forgiven at a rate of twenty-percent (20%) each year over a five-year period upon successful completion of a house inspection by the program administrator, Jefferson County staff or building official if so deemed. The loan will be secured by a Deed of Trust to be executed by Borrower prior to the commencement of any work. Borrower agrees to execute the Deed of Trust required by this provision.
2. The borrower will allow the program administrator or Jefferson County staff to inspect the house on a no less than yearly basis for the period of five years following the completion of the rehabilitation project.
    a. Failure of the borrower to comply with this provision will result in a defaulted status and require the borrower to immediately repay the outstanding loan amount minus any percentage that was previously forgiven.
3. The borrower acknowledges that program administrator will periodically check the tax and property records of Jefferson County to determine ownership of the property.
4. The borrower will be responsible for paying for all rehabilitation costs in excess of Fifteen Thousand Dollars ($15,000.00).
5. The borrower will be responsible for complying with all rehabilitation safety practices including but not limited to lead rehabilitation standards if applicable.
    a. The borrower's house was built in 1937 and no painted surface will be disturbed as a result of work performed and therefore; no lead risk assessment is required.
6. The borrower acknowledges that the Economic Development Corporation, program administrator, is responsible for obtaining all bids for the project prior to the commencement of work. Should the homeowner wish to offer the bid opportunity to a contractor not known to the program administrator, such homeowner shall notify the administrator of the contractors contact information prior to the scheduled bid meeting in order to allow such contractor the opportunity to bid.
7. The borrower acknowledges that any work completed prior to the approval of this agreement shall not be reimbursed by the funds available for the program.
8. The borrower will enter into a contract, provided by the program administrator, with the contractor prior to the start of work or the borrower will be responsible for paying the costs of the work performed by the contractor out of their own resources.
9. The borrower will be responsible for notifying the program administrator staff when their project is completed and executing the required paperwork for project closeout.
10. The borrower acknowledges that the program administrator or Jefferson County staff reserves the right, at any time during the construction/rehabilitation process, to inspect the construction site progress.

Section 4. Termination of the Agreement

1. Termination of Agreement for Cause. If, through any cause, the Borrower shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Borrower shall violate any of the covenants, agreements, or stipulations of this Agreement, the Lender shall thereupon have the right to terminate this Agreement by giving written notice to the Borrower of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all monies previously paid out on behalf of the Borrower shall be paid immediately by the Borrower. Lender reserves the right to commence appropriate proceedings to collect any funds not returned.

Notwithstanding the above, the Borrower shall not be relieved of liability to the Lender for damages sustained by the Lender by virtue of any breach of the Agreement by the Borrower.

2. Termination for Convenience of the Lender. The Lender may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Borrower. If the Agreement is terminated by the Lender as provided herein, the Borrower shall immediately return all monies advanced to it by Lender. Lender reserves the right to commence appropriate proceedings to collect any funds not returned.

Section 5. Assignment

Borrower shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement under any circumstances whatsoever.

Section 6. General Considerations

Compliance with Local Laws, Venue, Attorney's Fees – The Borrower shall comply with all applicable laws, ordinances, and codes of the State, Lender, and local governments, and the Borrower shall indemnify, save, defend and hold harmless the Lender with respect to any suits or damages arising from the work embraced by this Agreement. All lawsuits, claims, or other litigation arising out of this Agreement shall be resolved under the Law of the State of Missouri and shall be litigated in the 23rd Judicial Circuit Court for the State of Missouri, Hillsboro, Missouri. In the event that Lender shall bring suit against Borrower to enforce any provision of this Agreement, Lender shall be entitled to an award of its costs and attorney's fees against Borrower.

Section 7. Entire Agreement

This Agreement (consisting of pages 1 to 4, inclusive) constitutes the entire agreement between the Lender and Borrower and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

LENDER:
COUNTY OF JEFFERSON, MISSOURI:

Dennis J. Gannon
County Executive

ATTEST:

Ken Waller,
County Clerk

BORROWER:

James Isaac Crabtree

Arlie Maree Crabtree

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Kristy Apprill
County Auditor

Approved as to form:

Carl W. Yates, III
County Counselor

Program Administrator:

Rosalie Buchanan, Asst. Executive ~~Director~~
Economic Development Corporation of Jefferson County

Ordinance No: 20-0481 "Exhibit B"

AGREEMENT BETWEEN THE COUNTY OF JEFFERSON, MISSOURI AND DOUGLAS R. FORD REGARDING CONDITIONS OF PARTICIPATION IN THE HOMEOWNER REHABILITATION LOAN PROGRAM

This agreement is entered into on the 13th day of October 2020, between the County of Jefferson, Missouri, herein after known as "Lender" and Douglas R. Ford, a single person, herein after known as "Borrower" and is subject to and contingent upon the U.S. Department of Housing and Urban Development executing a Community Development Block Grant (CDBG) Funding Approval/Agreement.

Section 1. Basic Acknowledgement

The Lender acknowledges that the Borrower has applied and qualified for participation in the Jefferson County Homeowner Rehabilitation program and has met the basic requirement of a low to moderate income household that is owner occupied.

Section 2. Basic Acknowledgment by Borrower

1. The Borrower acknowledges that the maximum amount of assistance allowed under the program is up to Fifteen Thousand Dollars ($15,000).

   The forgivable loan amount for the purposes of rehabilitating the owner-occupied home and property located at 6663 Valley Drive, Cedar Hill, MO 63016, will be up to Fifteen Thousand Dollars ($15,000) based on equity availability. In the event of default, the $15,000 will be determined a loan and shall be repaid at a rate of prime minus one percent (1%) interest to be repaid monthly for sixty (60) months. This rate shall be 2.25%. (Federal Prime Rate as of September 16, 2020, of 3.25% minus 1%)

2. The legal description of the property is as follows:

Part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 42 North, Range 4 East, Jefferson County, Missouri, described as follows: Beginning at a point in the Northern boundary line of a tract of land conveyed by Clyde H. Brinley and wife to Terry L. Watson and wife be deed dated November 2, 1979 recorded in Book 644 at Page 812 of the Jefferson County Land Records, said point being located south 82 degrees 42 minutes East 241.00 feet distant from the Northwest corner thereof; proceed thence South 3 degrees 08 minutes East 494.54 feet to the center of Valley Drive 50 feet wide, as shown upon the plat of Secluded Valley Subdivision; proceed thence with the center of said Valley Drive South 85 degrees 23 minutes East 35.00 feet; thence North 84 degrees 44 minutes East 150.78 feet; thence South 87 degrees 53 minutes East 110.00 feet; thence departing from the center of said Valley Drive and running North 13 degrees 13 minutes West 462.72 feet to the Northern boundary line of the above mentioned Watson tract; thence with said boundary line North 69 degrees 12 minutes West 36.80 feet to a found iron pin being a corner of said Watson tract; thence continuing with the Northern boundary line of said Watson tract North 82 degrees 42 minutes West 183.33 to the place of beginning.

Also known as: 6663 Valley Drive, Cedar Hill, MO 63016

Section 3. Responsibilities of Borrower

The Borrower agrees to the following conditions and scope of services to participate in the program:

1. The Borrower will reside in the house for five (5) years following the rehabilitation project closeout date as determined by the program administrator, The Economic Development Corporation of Jefferson County and Jefferson County.
    a. The borrower and/or the estate will be responsible for paying back all monies expended on the project if the borrower fails to reside in the residence as the owner for five years; turns the property into rental property; sells or otherwise transfers the residence to another's control; or is deceased.
    b. The loan amount will be forgiven at a rate of twenty percent (20%) each year over a five-year period upon successful completion of a house inspection by the program administrator, Jefferson County staff or building official if so deemed. The loan will be secured by a Deed of Trust to be executed by Borrower prior to the commencement of any work. Borrower agrees to execute the Deed of Trust required by this provision.
2. The borrower will allow the program administrator or Jefferson County staff to inspect the house on a no less than yearly basis for the period of five years following the completion of the rehabilitation project.
    a. Failure of the borrower to comply with this provision will result in a defaulted status and require the borrower to immediately repay the outstanding loan amount minus any percentage that was previously forgiven.
3. The borrower acknowledges that program administrator will periodically check the tax and property records of Jefferson County to determine ownership of the property.
4. The borrower will be responsible for paying for all rehabilitation costs in excess of Fifteen Thousand Dollars ($15,000.00).
5. The borrower will be responsible for complying with all rehabilitation safety practices including but not limited to lead rehabilitation standards if applicable.
    a. The borrower's house was built in 1987 and no painted surface will be disturbed as a result of work performed and therefore, no lead risk assessment is required.
6. The borrower acknowledges that the Economic Development Corporation, program administrator, is responsible for obtaining all bids for the project prior to the commencement of work. Should the homeowner wish to offer the bid opportunity to a contractor not known to the program administrator, such homeowner shall notify the administrator of the contractors contact information prior to the scheduled bid meeting in order to allow such contractor the opportunity to bid.
7. The borrower acknowledges that any work completed prior to the approval of this agreement shall not be reimbursed by the funds available for the program.
8. The borrower will enter into a contract, provided by the program administrator, with the contractor prior to the start of work or the borrower will be responsible for paying the costs of the work performed by the contractor out of their own resources.

9. The borrower will be responsible for notifying the program administrator staff when their project is completed and executing the required paperwork for project closeout.
10. The borrower acknowledges that the program administrator or Jefferson County staff reserves the right, at any time during the construction/rehabilitation process, to inspect the construction site progress.

Section 4. Termination of the Agreement

1. Termination of Agreement for Cause. If, through any cause, the Borrower shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Borrower shall violate any of the covenants, agreements, or stipulations of this Agreement, the Lender shall thereupon have the right to terminate this Agreement by giving written notice to the Borrower of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all monies previously paid out on behalf of the Borrower shall be paid immediately by the Borrower. Lender reserves the right to commence appropriate proceedings to collect any funds not returned.

Notwithstanding the above, the Borrower shall not be relieved of liability to the Lender for damages sustained by the Lender by virtue of any breach of the Agreement by the Borrower.

2. Termination for Convenience of the Lender. The Lender may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Borrower. If the Agreement is terminated by the Lender as provided herein, the Borrower shall immediately return all monies advanced to it by Lender. Lender reserves the right to commence appropriate proceedings to collect any funds not returned.

Section 5. Assignment

Borrower shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement under any circumstances whatsoever.

Section 6. General Considerations

Compliance with Local Laws, Venue, Attorney's Fees – The Borrower shall comply with all applicable laws, ordinances, and codes of the State, Lender, and local governments, and the Borrower shall indemnify, save, defend and hold harmless the Lender with respect to any suits or damages arising from the work embraced by this Agreement. All lawsuits, claims, or other litigation arising out of this Agreement shall be resolved under the Law of the State of Missouri and shall be litigated in the 23rd Judicial Circuit Court for the State of Missouri, Hillsboro, Missouri. In the event that Lender shall bring suit against Borrower to enforce any provision of this Agreement, Lender shall be entitled to an award of its costs and attorney's fees against Borrower.

Section 7. Entire Agreement

This Agreement (consisting of pages 1 to 4, inclusive) constitutes the entire agreement between the Lender and Borrower and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

LENDER:
COUNTY OF JEFFERSON, MISSOURI:

Dennis J. Gannon
County Executive

BORROWER:

Douglas R. Ford

ATTEST:

Ken Waller,
County Clerk

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Kristy Apprill
County Auditor

Approved as to form:

Carl W. Yates, III
County Counselor

Program Administrator:

Rosalie Buchanan, Asst. Executive Director
Economic Development Corporation of Jefferson County

Ordinance No: 20-0481 "Exhibit C"

AGREEMENT BETWEEN THE COUNTY OF JEFFERSON, MISSOURI AND AMY MORRIS REGARDING CONDITIONS OF PARTICIPATION IN THE HOMEOWNER REHABILITATION LOAN PROGRAM

This agreement is entered into on the 13th day of October 2020, between the County of Jefferson, Missouri, herein after known as "Lender" and Amy Morris, a single person, herein after known as "Borrower" and is subject to and contingent upon the U.S. Department of Housing and Urban Development executing a Community Development Block Grant (CDBG) Funding Approval/Agreement.

Section 1. Basic Acknowledgement

The Lender acknowledges that the Borrower has applied and qualified for participation in the Jefferson County Homeowner Rehabilitation program and has met the basic requirement of a low to moderate income household that is owner occupied.

Section 2. Basic Acknowledgment by Borrower

1. The Borrower acknowledges that the maximum amount of assistance allowed under the program is up to Fifteen Thousand Dollars ($15,000).

   The forgivable loan amount for the purposes of rehabilitating the owner-occupied home and property located at 3603 Upper Plattin Road, Desoto, MO 63020 will be up to Fifteen Thousand Dollars ($15,000) based on equity availability. In the event of default, the $15,000 will be determined a loan and shall be repaid at a rate of prime minus one percent (1%) interest to be repaid monthly for sixty (60) months. This rate shall be 2.25%. (Federal Prime Rate as of September 29, 2020, of 3.25% minus 1%)

2. The legal description of the property is as follows:

   Lot 2 of Plattin Road Subdivision, a subdivision according to the plat thereof recorded in Plat Book 28 Page 30 of the Jefferson county Records.

   More commonly known as: 3603 Upper Plattin Road, Desoto, MO 63020

Section 3. Responsibilities of Borrower

The Borrower agrees to the following conditions and scope of services to participate in the program:

1. The Borrower will reside in the house for five (5) years following the rehabilitation project closeout date as determined by the program administrator, The Economic Development Corporation of Jefferson County and Jefferson County.
   a. The borrower and/or the estate will be responsible for paying back all monies expended on the project if the borrower fails to reside in the residence as the

owner for five years; turns the property into rental property; sells or otherwise transfers the residence to another's control; or is deceased.

b. The loan amount will be forgiven at a rate of twenty percent (20%) each year over a five-year period upon successful completion of a house inspection by the program administrator, Jefferson County staff or building official if so deemed. The loan will be secured by a Deed of Trust to be executed by Borrower prior to the commencement of any work. Borrower agrees to execute the Deed of Trust required by this provision.

2. The borrower will allow the program administrator or Jefferson County staff to inspect the house on a no less than yearly basis for the period of five years following the completion of the rehabilitation project.
    a. Failure of the borrower to comply with this provision will result in a defaulted status and require the borrower to immediately repay the outstanding loan amount minus any percentage that was previously forgiven.
3. The borrower acknowledges that program administrator will periodically check the tax and property records of Jefferson County to determine ownership of the property.
4. The borrower will be responsible for paying for all rehabilitation costs in excess of Fifteen Thousand Dollars ($15,000.00).
5. The borrower will be responsible for complying with all rehabilitation safety practices including but not limited to lead rehabilitation standards if applicable.
    a. The borrower's house was built in 1964 and no painted surface will be disturbed as a result of work performed and therefore; no lead risk assessment is required.
6. The borrower acknowledges that the Economic Development Corporation, program administrator, is responsible for obtaining all bids for the project prior to the commencement of work. Should the homeowner wish to offer the bid opportunity to a contractor not known to the program administrator, such homeowner shall notify the administrator of the contractors contact information prior to the scheduled bid meeting in order to allow such contractor the opportunity to bid.
7. The borrower acknowledges that any work completed prior to the approval of this agreement shall not be reimbursed by the funds available for the program.
8. The borrower will enter into a contract, provided by the program administrator, with the contractor prior to the start of work or the borrower will be responsible for paying the costs of the work performed by the contractor out of their own resources.
9. The borrower will be responsible for notifying the program administrator staff when their project is completed and executing the required paperwork for project closeout.
10. The borrower acknowledges that the program administrator or Jefferson County staff reserves the right, at any time during the construction/rehabilitation process, to inspect the construction site progress.

Section 4. <u>Termination of the Agreement</u>

1. Termination of Agreement for Cause. If, through any cause, the Borrower shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Borrower shall violate any of the covenants, agreements, or stipulations of this Agreement, the Lender shall thereupon have the right to terminate this Agreement by giving written notice to the

Borrower of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all monies previously paid out on behalf of the Borrower shall be paid immediately by the Borrower. Lender reserves the right to commence appropriate proceedings to collect any funds not returned.

Notwithstanding the above, the Borrower shall not be relieved of liability to the Lender for damages sustained by the Lender by virtue of any breach of the Agreement by the Borrower.

2. Termination for Convenience of the Lender. The Lender may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Borrower. If the Agreement is terminated by the Lender as provided herein, the Borrower shall immediately return all monies advanced to it by Lender. Lender reserves the right to commence appropriate proceedings to collect any funds not returned.

Section 5. Assignment

Borrower shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement under any circumstances whatsoever.

Section 6. General Considerations

Compliance with Local Laws, Venue, Attorney's Fees – The Borrower shall comply with all applicable laws, ordinances, and codes of the State, Lender, and local governments, and the Borrower shall indemnify, save, defend and hold harmless the Lender with respect to any suits or damages arising from the work embraced by this Agreement. All lawsuits, claims, or other litigation arising out of this Agreement shall be resolved under the Law of the State of Missouri and shall be litigated in the 23rd Judicial Circuit Court for the State of Missouri, Hillsboro, Missouri. In the event that Lender shall bring suit against Borrower to enforce any provision of this Agreement, Lender shall be entitled to an award of its costs and attorney's fees against Borrower.

Section 7. Entire Agreement

This Agreement (consisting of pages 1 to 4, inclusive) constitutes the entire agreement between the Lender and Borrower and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

LENDER:
COUNTY OF JEFFERSON, MISSOURI:

Dennis J. Gannon
County Executive

BORROWER:

Amy Morris

ATTEST:

Ken Waller,
County Clerk

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Kristy Apprill
County Auditor

Approved as to form:

Carl W. Yates, III
County Counselor

Program Administrator:

Rosalie Buchanan, Asst. Executive Director
Economic Development Corporation of Jefferson County