

BILL NO.: 24-0813

ORDINANCE NO.: 24-0313

INTRODUCED BY COUNCIL MEMBER(S) Gueteke

AN ORDINANCE AUTHORIZING JEFFERSON COUNTY, MISSOURI, TO ENTER INTO AGREEMENTS REGARDING CONDITIONS OF PARTICIPATION IN THE PRIVATE SANITARY SEWER SYSTEM REPLACEMENT PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE AGREEMENTS ON BEHALF OF THE COUNTY LOCATED IN COUNCIL DISTRICTS 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,

FILED

AUG 16 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

decent 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 Private Sanitary Sewer System Replacement Program to assist low-to-moderate income families in making repairs to their on-site sanitary sewer system in order to meet health and safety regulations and requirements; and

WHEREAS, the applicants, as set forth in Exhibit's "A" and "B", meet the conditions to receive such funds; and

WHEREAS, the County desires to provide these funds to the applicants, as set forth in Exhibit's "A" and "B", in an initial amount of **Twenty Thousand Dollars (\$20,000.00)**, per applicant, to allow them to bring their residences into compliance with health and safety regulations by making repairs to their on-site sanitary sewer systems.

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

Section 1. The County is authorized to enter into the Agreements Regarding Conditions of Participation in the Private Sanitary Sewer System Replacement Program (hereafter, "Agreement"), for an initial amount of **Twenty Thousand Dollars (\$20,000.00)**, per applicant, subject to budgetary limitations.

Section 2. The County Executive is authorized to execute the Agreements on behalf of the County with the applicants, as set forth in Exhibit's "A" and "B", as well as any other documents which are required to carry out the intent of this Ordinance. An un-executed copy of the Agreements to be entered into by all parties is attached hereto as Exhibit's "A" and "B."

Section 3. 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.

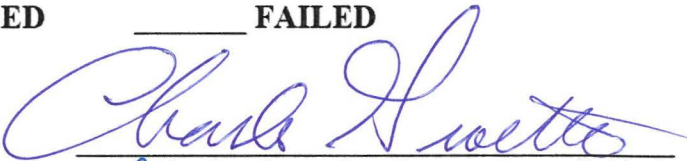
Section 4. This Ordinance shall be in full force and effect immediately upon approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

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

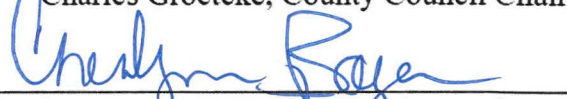
Council Member District 1, Brian Haskins	<u>Absent yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>absent</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON AUGUST 12, 2024:

✓ **PASSED** _____ **FAILED**



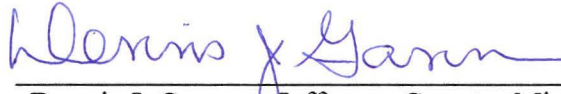
Charles Groeteke, County Council Chair



Cherylann Boyer, Council Executive Assistant

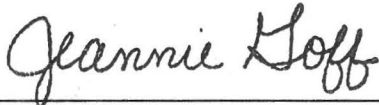
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, ON AUGUST 12, 2024.

THIS BILL WAS 15 VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, ON _____.



Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



Jeannie Goff, County Clerk

BY:



First Reading: 8/12/2024

**AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI
AND GARY DACUS
REGARDING CONDITIONS OF PARTICIPATION IN THE
PRIVATE SANITARY SEWER SYSTEM REPLACEMENT PROGRAM**

This agreement is entered into on the 12th day of August 2024, between Jefferson County, Missouri, herein after known as "Lender" and Gary Dacus, herein after known as "Recipient" 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 Recipient has applied and qualified for participation in the Jefferson County Private Sanitary Sewer System Replacement Program and has met the basic requirement of being a low to moderate-income household that is owner occupied.

Section 2. Basic Acknowledgment by Recipient

1. The Recipient acknowledges that the maximum amount of assistance allowed under the program is Twenty Thousand Dollars (\$20,000).

The forgivable grant amount for the purposes of repair or replacement of the private sanitary sewer system to the owner-occupied home and property located at 12554 Peter Moore Lane, DeSoto, MO 63020, is Twenty Thousand Dollars (\$20,000.00) and is forgiven in full at the end of the project period so long as Recipient meets all program requirements.

Default by the Recipient shall be constituted as noncompliance of any responsibility as set forth within this Agreement.

In the event of default, the full amount of assistance could be repaid at a rate of zero percent (0%) interest and repaid within thirty (30) days of the default determination.

2. Legal description of property is as follows:

A tract of land being part of the Northeast quarter of the Southeast quarter of Section 31 and part of the Northwest quarter of the Southwest quarter of Section 32, Township 40 North, Range 4 East of the Fifth Principal Meridian, Jefferson County, Missouri, said tract of land being described as follows: Beginning at an old Iron Axle at the Northeast corner of the Northeast quarter of the Southeast quarter of Section 31; thence Easterly along the North line of the Northwest quarter of the Southwest quarter of Section 32, South 89 degrees 47 minutes East, a distance of 202.03 feet to a Set Iron Pin and Cap; thence South 00 degrees 08 minutes 20 seconds West, a distance of 824.86 feet to an old Iron Pin with a Set Cap, said point being in the Northern right of way line of Stonehouse Road (40 feet wide); thence along the said North line of Stonehouse Road the following Course S: South 88 degrees 00 minutes West, 89.82 feet to a point of curvature to the right having a radius of 379.94 feet, a distance along the ARC of 209.99 feet to a point of tangency, then North 60 degrees 40 minutes West, 146.53 feet to a point of intersection with the East line of Petermoore Lane (45 feet wide); thence along the Easterly right of way line of Petermoore Lane the following courses: North 23 degrees 42 minutes 06 second East, 134.74 feet to a point of curvature to the right having a radius of 1031.37 feet, a distance along the ARC of 169.84 feet to a point of tangency, then North 29 degrees 40 minutes East 117.10 feet to a point of curvature to the left having a radius of 228.90 feet, a distance along the ARC of 118.52 feet to a

point in the West line of Section 32, being also a point in the East line of Lot 2 of View Heights, a subdivision according to the Plat thereof in Plat Book 56 on Page 9 of the Jefferson County Records; thence along the West line of Section 32, North 00 degrees East, a distance of 216.55 feet to the point of beginning, according to a survey of said Tract by S.N.E. & Associates, Inc., on December 5, 1991. Containing 5.26 acres more or less

Also known as: 12554 Peter Moore Lane, DeSoto, MO 63020

Section 3. Responsibilities of Recipient

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

1. The Recipient will reside in the house as the owner-occupant for a two (2) year project period which shall commence on the date of execution of this program Agreement.
 - a. Project construction/installation completion shall be determined by receipt of building permit, final inspection certificate, execution of work completion form by all parties, program administrator verification of owner-occupant status, and completion of a successful house inspection by the program administrator, Jefferson County staff or building official, if so deemed.
 - b. The Recipient and/or the estate will be responsible for paying back all monies expended on the project if the Recipient fails to reside in the residence as the owner for the entire project period as stated above; turns the property into rental property; sells or otherwise transfers the residence to another's control; or is deceased. If such occurrence should arise, Recipient agrees to give no less than thirty (30) day prior notice to the program administrator.
 - c. The full amount of assistance will be forgiven at the end of the project period so long as Recipient meets and maintains stated program requirements.
2. The Recipient will allow the program administrator, building official or Jefferson County staff to inspect the house at any time during the entire project period.
 - a. Failure of the Recipient to comply with this provision will result in a defaulted status and require the Recipient to immediately repay all outstanding amounts.
3. The Recipient will be responsible for complying with all homeowner safety practices including but not limited to:
 - a. Maximum of two (2) years septic system future reporting of service/maintenance period (as required by NSF and the State of Missouri) or current code regulations at time of installation. Funds for this period will be provided to the contractor via CDBG disbursement at the project construction/installation completion date.
 - b. Installer is solely responsible for this time frame/reporting period and adherence by such installer is not the responsibility of the program nor the program administrator.
4. The Recipient acknowledges that The Economic Development Corporation, the program administrator, will be responsible for obtaining the necessary bids for the project prior to the commencement of work.
5. The Recipient acknowledges that any work completed prior to the approval of this agreement shall not be reimbursed by the funds available for the program.

6. The Recipient will enter into a contract, provided by the program administrator, with the contractor prior to the start of work or the Recipient will be responsible for paying the costs of the work performed by the contractor out of their own resources.
7. The Recipient acknowledges that the Program Administrator or Jefferson County staff reserves the right, at any time during the construction/replacement process, to inspect the construction site progress.

Section 4. Termination of the Agreement

1. Termination of Agreement for Cause. If, through any cause, the Recipient shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Recipient 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 Recipient 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 Recipient shall be paid immediately by the Recipient. Lender reserves the right to commence appropriate proceedings to collect any funds not returned.

Notwithstanding the above, the Recipient 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 Recipient.

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 Recipient. If the Agreement is terminated by the Lender as provided herein, the Recipient 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

Recipient 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 Recipient shall comply with all applicable laws, ordinances, and codes of the State, Lender, and local governments, and the Recipient 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 Recipient to enforce any provision of this Agreement, Lender shall be entitled to an award of its costs and attorney's fees against Recipient.

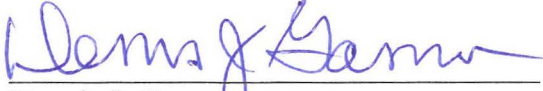
Section 7. Entire Agreement

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

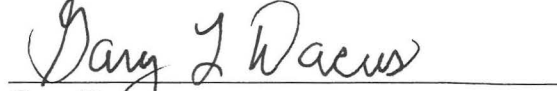
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

LENDER:

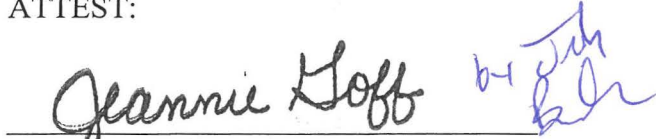
JEFFERSON COUNTY, MISSOURI:


Dennis J. Gannon
County Executive

RECIPIENT(S):


Gary Dacus


ATTEST:


Jeannie Goff,
County Clerk

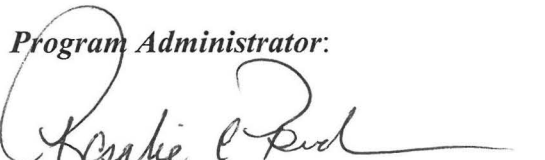
I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment 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:


Jalesia F.M. Kuenzel
County Counselor

Program Administrator:


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

**AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI
AND JEAN C. DUDA
REGARDING CONDITIONS OF PARTICIPATION IN THE
PRIVATE SANITARY SEWER SYSTEM REPLACEMENT PROGRAM**

This agreement is entered into on the 12 day of August 2024, between Jefferson County, Missouri, herein after known as "Lender" and Jean C. Duda, herein after known as "Recipient" 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 Recipient has applied and qualified for participation in the Jefferson County Private Sanitary Sewer System Replacement Program and has met the basic requirement of being a low to moderate-income household that is owner occupied.

Section 2. Basic Acknowledgment by Recipient

1. The Recipient acknowledges that the maximum amount of assistance allowed under the program is Twenty Thousand Dollars (\$20,000).

The forgivable grant amount for the purposes of repair or replacement of the private sanitary sewer system to the owner-occupied home and property located at 5860 Duda Rd, House Springs, MO 63051, is Twenty Thousand Dollars (\$20,000.00) and is forgiven in full at the end of the project period so long as Recipient meets all program requirements.

Default by the Recipient shall be constituted as noncompliance of any responsibility as set forth within this Agreement.

In the event of default, the full amount of assistance could be repaid at a rate of zero percent (0%) interest and repaid within thirty (30) days of the default determination.

2. Legal description of property is as follows:

PARCEL #1: All of that part of the West one-half of Lot No. 2 of the Northeast Quarter of Section No. Two (2), Township Forty-Two (42) North, Range Four (4) East, being a part of the same land conveyed by Charles Chott and wife to Fimomena Duda by deed filed for record March 3, 1921 in Book 90, at page 291 and being more particularly described as follows to-wit: Commencing at the Northwest corner of said Lot No. 2; thence South along the West line of Lot 2, 1,345.4 feet to a point; thence North 20 degrees and 30 minutes East 75.12 feet to an iron pin set for corner, this being the beginning of the following described property; thence continuing North 20 degrees and 30 minutes East 94.5 feet to an old stone corner of the Duda property; thence South 72 degrees East 191.4 feet to an iron pin corner on creek bank; thence along center of creek South 27 degrees and 30 minutes East 52.2 feet to a point; thence North 85 degrees and 56 minutes West 16.0 feet to an iron pin on creek bank and continuing on 239.8 feet to point of beginning, containing .33 acres.

PARCEL #2: The East half of Lot No. Two (2) of the Northwest quarter of Section Two (2), Township Forty-two (42) North, Range Four (4) East, containing 51.14 acres, less 28/100 of an acre out of the Southeast corner thereof. Also the North part of the West half of Lot No. Two (2) of the Northeast quarter of Section Two (2), Township Forty-two (42) North, Range Four (4) East, described as follows: Commencing at the Northwest corner of said tract; thence South 20 chains and 4 links; thence North 20 ½ degrees East 2 chains and 55 links from which a hickory 14 inches in diameter bears South 20 ½ degrees West 50 links distant; thence South 72 degrees East 2 chains and 90 links to an Elm 8 inches in diameter; thence South 27 ¼ degrees East 7 chains and 43 links to the South line of said Lot 2; thence East 2 chains and 75 links; thence North 58 ¾ East 7 chains and 85 links to a White Oak 8 inches in diameter; thence North 61 ½ degrees East 4 chains and 95 links to the East line of said tract, corner in branch, from which a Sycamore 7 inches in diameter bears South 89 degrees West 6 links distant; thence North 18 chains and 76 links to the North Section line from which a Honey Locust 18 inches in diameter bears South 62 ½ degrees West 26 1/3 links distant; thence West 21 chains to the place of beginning, containing 45.42 acres.

EXCEPTION #1: All of DUDA ACRES (consisting of Lots 1 and 2), a Subdivision as shown by plat on file in the Recorders' Office of Jefferson County, Missouri, in Plat Book 37, Page 21.

EXCEPTION #2: All of DUDA ACRES PLAT 2, (consisting of Lot 1), a Subdivision as shown by plat on file in the Recorder's Office of Jefferson County, Missouri, in Plat Book 39, page 5.

EXCEPTION #3: All that portion of said property conveyed to James M. Campbell and Wie, by instrument dated December 29, 1966 and recorded in Book 398, page 836.

EXCEPTION #4: All that portion of said property conveyed to Helen E. Martin, by instrument dated January 4, 1967 and recorded in Book 398, page 983.

EXCEPTION #5: All that portion of said property conveyed to George H. Mund and wife, by instrument dated January 5, 1967, and recorded in Book 399, page 186.

EXCEPTION #6: All that portion of said property conveyed to George H. Mund and wife, by instrument dated February 20, 1973 and recorded in Book 492, page 741.

Subject To: Building lines, conditions, easements, and restrictions of record if any.

Also known as: 5860 Duda Rd, House Springs, MO 63051

Section 3. Responsibilities of Recipient

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

1. The Recipient will reside in the house as the owner-occupant for a two (2) year project period which shall commence on the date of execution of this program Agreement.
 - a. Project construction/installation completion shall be determined by receipt of building permit, final inspection certificate, execution of work completion form by all parties, program administrator verification of owner-occupant status, and completion of a successful house inspection by the program administrator, Jefferson County staff or building official, if so deemed.
 - b. The Recipient and/or the estate will be responsible for paying back all monies expended on the project if the Recipient fails to reside in the residence as the owner for the entire project period as stated above; turns the property into rental property; sells or otherwise transfers the residence to another's control; or is deceased. If such occurrence should arise, Recipient agrees to give no less than thirty (30) day prior notice to the program administrator.
 - c. The full amount of assistance will be forgiven at the end of the project period so long as Recipient meets and maintains stated program requirements.
2. The Recipient will allow the program administrator, building official or Jefferson County staff to inspect the house at any time during the entire project period.
 - a. Failure of the Recipient to comply with this provision will result in a defaulted status and require the Recipient to immediately repay all outstanding amounts.
3. The Recipient will be responsible for complying with all homeowner safety practices including but not limited to:
 - a. Maximum of two (2) years septic system future reporting of service/maintenance period (as required by NSF and the State of Missouri) or current code regulations at time of installation. Funds for this period will be provided to the contractor via CDBG disbursement at the project construction/installation completion date.
 - b. Installer is solely responsible for this time frame/reporting period and adherence by such installer is not the responsibility of the program nor the program administrator.
4. The Recipient acknowledges that The Economic Development Corporation, the program administrator, will be responsible for obtaining the necessary bids for the project prior to the commencement of work.
5. The Recipient acknowledges that any work completed prior to the approval of this agreement shall not be reimbursed by the funds available for the program.
6. The Recipient will enter into a contract, provided by the program administrator, with the contractor prior to the start of work or the Recipient will be responsible for paying the costs of the work performed by the contractor out of their own resources.
7. The Recipient acknowledges that the Program Administrator or Jefferson County staff reserves the right, at any time during the construction/replacement process, to inspect the construction site progress.

Section 4. Termination of the Agreement

1. Termination of Agreement for Cause. If, through any cause, the Recipient shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Recipient 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 Recipient 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 Recipient shall be paid immediately by the Recipient. Lender reserves the right to commence appropriate proceedings to collect any funds not returned.

Notwithstanding the above, the Recipient 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 Recipient.

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 Recipient. If the Agreement is terminated by the Lender as provided herein, the Recipient 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

Recipient 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 Recipient shall comply with all applicable laws, ordinances, and codes of the State, Lender, and local governments, and the Recipient 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 Recipient to enforce any provision of this Agreement, Lender shall be entitled to an award of its costs and attorney's fees against Recipient.

Section 7. Entire Agreement

This Agreement (consisting of pages 1 to 5, inclusive) constitutes the entire agreement between the Lender and Recipient 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:

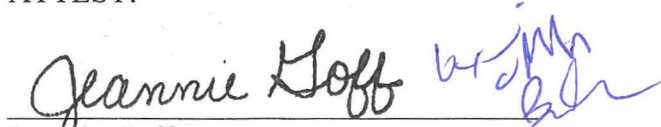
JEFFERSON COUNTY, MISSOURI:


Dennis J. Gannon
County Executive

RECIPIENT(S):


Jean C. Duda

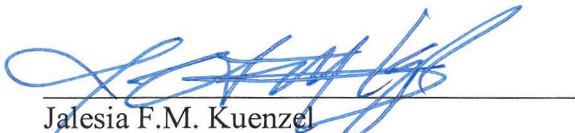
ATTEST:


Jeannie Goff,
County Clerk

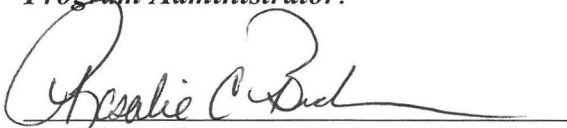
I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment 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:


Jalesia F.M. Kuenzel
County Counselor

Program Administrator:


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