

FILED

MAR 01 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO 

BILL NO.: 24-0219

ORDINANCE NO.: 24- 0141

INTRODUCED BY: COUNCIL MEMBER(S) Cravette

1 **AN ORDINANCE AUTHORIZING JEFFERSON COUNTY, MISSOURI,**
2 **TO ENTER INTO AGREEMENTS REGARDING CONDITIONS OF**
3 **PARTICIPATION IN THE PRIVATE SANITARY SEWER SYSTEM**
4 **REPLACEMENT PROGRAM AND AUTHORIZING THE COUNTY**
5 **EXECUTIVE TO EXECUTE THE AGREEMENTS ON BEHALF OF THE**
6 **COUNTY LOCATED IN COUNCIL DISTRICT(S) 1 & 6.**

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

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

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

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

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

5 **WHEREAS**, the EDC, in its capacity as Contracted Administrator of the
6 Jefferson County Entitlement Program, has funds available through the Private Sanitary
7 Sewer System Replacement Program to assist low-to-moderate income families in
8 making repairs to their on-site sanitary sewer system in order to meet health and safety
9 regulations and requirements; and

10 **WHEREAS**, the applicants, as set forth in Exhibits “A” and “B”, meet the
11 conditions to receive such funds; and

12 **WHEREAS**, the County desires to provide these funds to the applicants, as set
13 forth in Exhibits “A” and “B”, in an initial amount of **Twenty Thousand Dollars**
14 **(\$20,000.00)**, per applicant, to allow them to bring their residence’s into compliance with
15 health and safety regulations by making repairs to their on-site sanitary sewer system’s.

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

18 Section 1. The County is authorized to enter into the Agreement’s Regarding
19 Conditions of Participation in the Private Sanitary Sewer System Replacement Program
20 (hereafter, “Agreement”), for an initial amount of **Twenty Thousand Dollars**
21 **(\$20,000.00)**, per applicant, subject to budgetary limitations.

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

6 Section 3. A copy of the fully executed Agreement's, or any other further
7 documents necessary to carry out the intent of this Ordinance, shall be filed with, and
8 kept in, the records of the Department of the County Clerk as will a copy of this
9 ordinance.

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

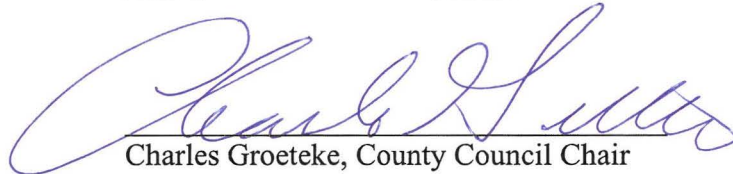
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THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>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>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 26 DAY OF February, 2024:

PASSED **FAILED**


Charles Groeteke, County Council Chair


Cherlynn Boyer, Council Executive Assistant


THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 1 DAY OF ~~February~~, 2024.
March 08

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2024.



Dennis J. Gannon, County Executive

ATTEST:



Jeannie Goff, County Clerk

Reading Date: 02-26-2024

**AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI
AND CHERYL E. SCHAFFER
REGARDING CONDITIONS OF PARTICIPATION IN THE
PRIVATE SANITARY SEWER SYSTEM REPLACEMENT PROGRAM**

This agreement is entered into on the 26th day of February 2024, between Jefferson County, Missouri, herein after known as “Lender” and Cheryl E. Schaffer, 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 3374 Frontier Road, Festus, MO 63028, 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 No. 1: All of Lot 9 of Green Hills Estates, a Subdivision in Jefferson County, according to the plat thereof recorded in Plat Book 55 page 29.

Parcel No. 2 An easement for utilities and road purposes over a strip of land Twenty (20) feet wide, the center-line of which is described as follows: Beginning at the Southeast corner of Lot 5 of said Green Hills Estates and running thence North 21 degrees 6 minutes East 431.63 feet to the Northeast corner thereof. Said easement extending from the Northern boundary line of Lot 9 of said subdivision, Northwardly to the Southern right-of-way line of State Highway “A”.

Also known as: 3374 Frontier Road, Festus, MO 63028

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.

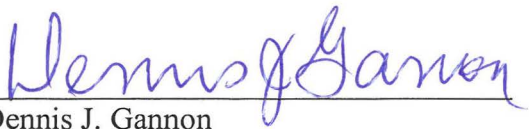
Section 7. Entire Agreement

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

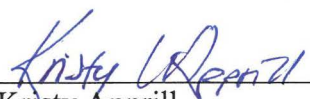
RECIPIENT(S):


Cheryl E. Schaffer

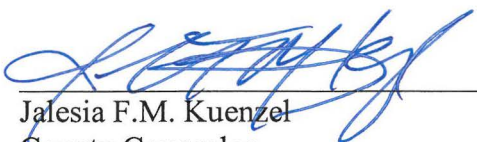
ATTEST:


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 DANELLE JOAN MOGAB
REGARDING CONDITIONS OF PARTICIPATION IN THE
PRIVATE SANITARY SEWER SYSTEM REPLACEMENT PROGRAM**

This agreement is entered into on the 26th day of February 2024, between Jefferson County, Missouri, herein after known as “Lender” and Danelle Joan Mogab, 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 2100 Antire Rd, High Ridge, MO 63049, 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:

JAMES T WEBERS PT LOT 5. CALCULATED ACRES 1.9800. School-NORTHWEST. fire-HIGH RIDGE. Ambulance-NORTH JEFFERSON AMB. City-HIGH RIDGE. Plat Book 6 page 8.

Also known as: 2100 Antire Rd, High Ridge, MO 63049

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

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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.

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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

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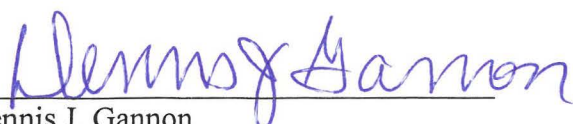
Section 7. Entire Agreement

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.

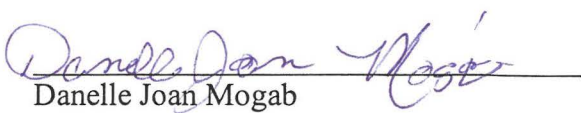
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

LENDER:
JEFFERSON COUNTY, MISSOURI:

RECIPIENT(S):

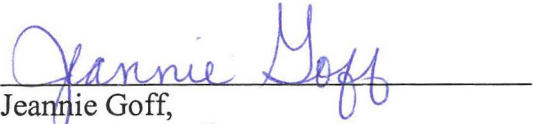


Dennis J. Gannon
County Executive



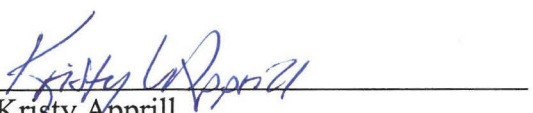
Danelle Joan Mogab

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.



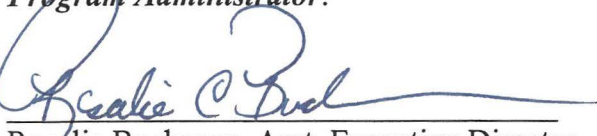
Kristy Apprill
County Auditor

Approved as to form:



Jalesia F.M. Kuenzel
County Counselor

Program Administrator:



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