

FILED

MAR 01 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO. 24-0218

ORDINANCE NO.: 24- 0140

INTRODUCED BY: Council Member Croutcher

1 **AN ORDINANCE AUTHORIZING JEFFERSON COUNTY, MISSOURI**
2 **TO ENTER INTO AN AGREEMENT REGARDING CONDITIONS OF**
3 **PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT**
4 **SEWER INFRASTRUCTURE PROGRAM (CITY OF DE SOTO, MISSOURI, SI-**
5 **23-003) AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE**
6 **AGREEMENT ON BEHALF OF THE COUNTY, PROJECT LOCATED IN**
7 **COUNCIL DISTRICT 6.**

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

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

17 **WHEREAS**, the EDC, as Contracted Administrator, operates an Entitlement
18 Program (hereafter, "Entitlement") within the boundaries of Jefferson County, Missouri,
19 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 CDBG Sewer
7 Infrastructure Program to assist Jefferson County and its Participating Municipalities to
8 allow for improvements to public sewer lines and systems; and

9 **WHEREAS**, the application for assistance that has been received by the program
10 administrator for the improvements to the existing public sanitary sewer system that
11 benefits all residents within the City of De Soto, Missouri meets the conditions to receive
12 such funds; and

13 **WHEREAS**, the County desires to provide these funds to The City of De Soto,
14 Missouri, as set forth in Exhibit “A”, in an initial amount of **Two Hundred and Fifty**
15 **Thousand Dollars (\$250,000.00)**, to allow them to perform the requested public sanitary
16 sewer system improvements.

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

19 Section 1. The County is authorized to enter into the Agreement Regarding
20 Conditions of Participation in the CDBG Sewer Infrastructure Program (hereafter,
21 “Agreement”) for an initial amount of **Two Hundred and Fifty Thousand Dollars**
22 **(\$250,000.00)**, subject to budgetary limitations.

1 Section 2. The County Executive is authorized to execute the Agreement on
2 behalf of the County with The City of De Soto, Missouri, as set forth in Exhibit “A”, as
3 well as any other documents which are required to carry out the intent of this Ordinance.
4 An un-executed copy of the Agreement to be entered into by all parties is attached hereto
5 as Exhibit “A.”

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

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

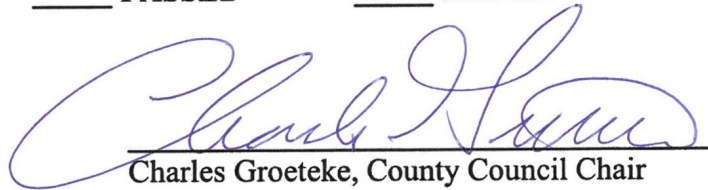
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THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

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

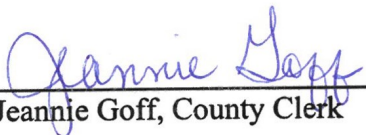
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 1 DAY OF February, 2024.
March

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, Jefferson County, Missouri, Executive

ATTEST:



Jeannie Goff, County Clerk

First Reading: 02-26-2024

**GRANT AGREEMENT BETWEEN
JEFFERSON COUNTY, MISSOURI AND
THE CITY OF DE SOTO
(SEWER INFRASTRUCTURE PROJECT-WASTE WATER SCREENER SI-23-003)
REGARDING CONDITIONS OF PARTICIPATION IN THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This Grant Agreement is made by and between the Jefferson County, Missouri, herein called "Grantor", and the City of De Soto herein called the "Grantee(s)", pursuant to the authority of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, herein referred to as "The Act" and commonly referred to as the Community Development Block Grant Program (CDBG). The Grantee(s)'s submissions (including "Assurances") for CDBG assistance, Department of Housing and Urban Development (HUD) regulations at 24 CFR Part 570, the County's Consolidated Plan, and the County's CDBG Program Guidelines (as now in effect and as may be amended from time to time), which are incorporated by reference, together with the HUD Funding Approval form, and any special conditions, which are hereto attached, constitute part of this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the Grantor and the Grantee(s) agree as follows:

- (1) Subject to the provisions of this Grant Agreement, the Grantor will make the funding assistance available to the Grantee upon execution of the Agreement by the parties. The obligation and utilization of the funding assistance provided is subject to the requirements for a release of funds by the U.S. Department of Housing and Urban Development under the Environmental Review Procedures at 24 CFR Part 58 for any activities requiring such release.
- (2) The Grantee agrees that it will complete the Project within three (3) years from the effective date of this CDBG Grant Agreement.
- (3) The Grantee agrees to accept responsibility for adherence to this Agreement by sub recipient entities to which it makes funding assistance available.
- (4) The Grantee agrees that any proposed construction-related activity budget variances in excess of 10% of the amount of this Agreement or \$10,000 (whichever is a lesser amount) shall be approved by the Grantor in writing prior to an obligation of funds for such activity. No variance is allowed for non-construction activities such as administration, engineering, audit, and inspection, unless approved by the Grantor.
- (5) The Grantee agrees to comply with all requirements imposed by the Grantor concerning special requirements of law, program requirements, and other administrative requirements, including, but not limited to, the requirement that a grant recipient must repay to the Grantor, upon sale of the CDBG-funded real property to a non-eligible entity, a pro-rata portion of the proceeds of the sale, as set forth in the CDBG Manual.
- (6) The Grantee agrees that any CDBG funds remaining from the project allocation after the project has been completed shall be returned to the Grantor if they have been drawn to the Grantee's local depository or cancelled if such funds have not been drawn.
- (7) The Grantee agrees to comply with OMB Circular A-133, which governs the auditing requirements of these grant monies in accordance with the Single Audit Act of 1984, and to provide the Grantor with all required audits. The CFDA # is 14.218.
- (8) The Grantee agrees that the Grantor, its Administrator and HUD officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.

- (9) The Grantee agrees that all funds received under this Agreement shall be held and used by the Grantee for the purpose of accomplishing the project only and none of the funds so held or received shall be diverted to any other use or purpose.
- (10) The Grantee agrees that any material prepared by the Grantee or persons, or firms employed or contracted by the Grantee shall not be subject to copyright, and the Grantor shall have the unrestricted authority to publish, disclose, distribute, or otherwise use, in whole or in part, any reports, data or other material prepared under this agreement.
- (11) The Grantee agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Grantee or its agents shall not be deemed an obligation by the Grantor, and the Grantor shall not be responsible for fulfillment of the Grantee's obligations.
- (12) The Grantee agrees to comply with the citizen participation requirements set out in Section 104(a) of the Act, including the County's written Citizens Participation Plan in accordance with Section 508 of the Housing and Community Development Act of 1987.
- (13) The Grantee agrees to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 and also agrees to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (14) The Grantee agrees to comply with the terms of the Grantor's conflict of interest policy.
- (15) Any Grantee receiving over \$100,000 in CDBG funds agrees to carry out the terms of the "Certification Regarding Government-Wide Restriction on Lobbying" attached hereto and made a part hereof by signing same.
- (16) The Grantee agrees to comply with all reporting requirements of the U.S. Department of Housing and Urban Development performance measurement or financial systems, including but not limited to the Integrated Disbursement and Information System (IDIS). The Grantor may suspend requests for CDBG funds by the Grantee for failure to comply with any specific requirements of reporting.
- (17) The Grantee agrees to comply with the policies and procedures set forth in Executive Order 96-03 for the protection of Missouri's wetlands.
- (18) The Grantee agrees to obtain and comply with all relevant local, state and/or federal permits and licenses related to construction and operation of any development activity funded with CDBG. The Grantee agrees and understands that copies of those permits, and licenses shall be made available to the Grantor, its Administrator, or HUD upon request. The Grantee acknowledges that a lack of any such applicable permit or license may restrict access by the Grantee to the grant funds made available by this Agreement.
- (19) In the event that the Grantor or an audit has determined that the Grantee has failed to comply with this Agreement, the Grantee shall perform remedial actions to correct the deficiency, as determined by the Grantor, which may include:
 - (a) Repayment or reimbursement of CDBG funds spent inappropriately to the Grantor's CDBG fund (at Grantor's discretion).
 - (b) The return of CDBG funds deposited at the Grantee's local financial institution to the Grantor.
 - (c) The return of any equipment, materials or supplies purchased, leased or lease purchased using CDBG funds to the Grantor or the supplier.
 - (d) Other actions as the Grantor deems appropriate.
 - (e) Such actions shall be performed by the Grantee in the time period specified by the Grantor in writing to the Grantee. The Grantor may refuse requests for CDBG funds by the Grantee or other actions as the Grantor deems appropriate to ensure proper performance of the terms of this agreement and compliance with CDBG requirements.
- (20) The Grantor may terminate this agreement in whole or in part, at any time before project completion, whenever it is determined by the Grantor that the Grantee has failed to comply with the conditions of this Agreement. The Grantor shall notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. The Grantee shall not incur new obligations for the terminated

portion after the effective date of the revocation of the Agreement, and it shall be the Grantee's duty to cancel all outstanding obligations that are legally possible.

- (21) The Grantor and Grantee each binds itself to its successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.
- (22) The Grantee agrees to assume all of the responsibilities for environmental review, decision making and actions, as specified and required in Section 104(g) of the Act, the National Environmental Policy Act of 1969 and published in 24 CFR Part 58.
- (23) The Grantee agrees to comply with all applicable requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations agrees to affirmatively further fair housing.
- (24) The Grantee agrees to comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24.
- (25) The Grantee agrees to comply with all applicable requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.
- (26) The Grantee agrees to comply with the lead-based paint hazard control laws and regulations specified in Title X of the Housing and Community Development Act of 1992, implementing regulations at 24 CFR Part 35, Subparts A, B, J, K and R. State statutes governing the licensing and conduct of persons addressing lead paint at Sections 701.300–324 of RSMO and implementing Work Practice Standards at 19 CSR 30-70; and compliance with OSHA regulations at 29 CFR 1926.
- (27) The Grantee agrees to comply with all applicable requirements regarding Anti-Lobbying. 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (28) The Grantee agrees to comply with, including but not limited to, all federal labor standards requirements as defined in the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards and the Missouri Prevailing Wage Law.
- (29) The Grantee agrees to comply with the required HUD Form 4010, Federal Labor Standards Provisions, attached hereunto.
- (30) The Grantee agrees to comply with the requirements of the eVerify federal work authorization program as defined in Section 285.525(6), RSMo, with respect to employees working in connection with the activities funded by the grant.
- (31) The Grantee agrees that as applicable, all general contractors and any and all sub-contractors or contracting organizations and their principals are not suspended or debarred from federal procurement and non-procurement programs.
- (32) The Grantor agrees that it may at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Grantee's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the Grantor may determine to be (a) advisable to further the purpose of the project or to protect the Grantor's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.

- (33) The Grantee agrees to comply with Section 1.6.6 of the Home Rule Charter of Jefferson County, Missouri which states that Grantor and/or the Grantee will not enter into any contract for the performance of work in Jefferson County unless the contract requires that all workers performing work under the contract are paid a wage that is at least the prevailing hourly rate of wages for work of similar character in the locality in which the work is performed.
- (34) The Grantee agrees that it shall retain ownership of the any real property funded with CDBG funds under this agreement, including but not limited to, project location(s), public or municipal sanitary sewer and storm water infrastructure, public or municipal park infrastructure, or any additional items as specifically identified in this agreement, for a period of not less than five (5) years.

Basic Acknowledgement by Grantor

The Grantor acknowledges that the Grantee(s) has applied for funding under the Jefferson County Community Development Block Grant Sewer Infrastructure Program and has met the basic requirements for participation which include but are not limited to general benefit to low-to-moderate income clientele; a public improvement located within a participating municipality(s); and is increasing services.

Basic Acknowledgement and Responsibilities of Grantee(s)

1. The Grantee(s) acknowledges that the maximum awarded amount of funding allowed under this program is Two hundred and fifty thousand dollars (\$250,000)

The awarded grant amount is for the purpose of purchasing a new wastewater automatic solids screener unit to replace the existing failing unit. The activity is located at the municipal wastewater treatment facility, 5911 State Hwy P, De Soto MO. 63020. In the event of default, the \$250,000 or total project amounts disbursed, 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 7.50% (Federal Prime Rate as of 02/01/2024, 8.50% minus 1%).

2. The Grantee(s) agrees to the following conditions and scope of services to participate in the program.
 - a. The Grantee(s) is responsible for obtaining bids for the project prior to the commencement of the work unless otherwise designated by the County or its administrator.
 - b. The Grantee(s) acknowledges that any work contracted or completed prior to the approval of this agreement shall not be reimbursed by the CDBG funds available for this project.
 - c. The Grantee(s) shall not enter into a contract with contractor(s) or companies providing professional services prior to the start of work or the Grantee(s) will be responsible for paying such costs of the work performed by such contractor(s) or companies providing professional services out of their own pocket.
 - d. The Grantee(s) will be responsible for notifying the grant administrator when project is completed.
 - e. The Grantee(s) acknowledges that the grant administrator or Jefferson County staff reserves the right, at any time during the construction/rehabilitation process, to inspect the construction site progress.
 - f. The Grantee(s) will be responsible for submitting all required project documentation, including but not limited to certified payrolls from all contracted construction companies to the grant administrator.
 - g. The Grantee(s) 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.
 - h. Compliance with Local Laws, Venue, Attorney's Fees –The Grantee shall comply with all applicable laws, ordinances, and codes of the State, Lender, and local governments, and the Grantee shall indemnify, save, defend and hold harmless the Grantor 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 Grantor shall bring suit against Grantee to enforce any provision of this Agreement, Grantor shall be entitled to an award of its costs and attorney's fees against Grantee.

This Agreement (consisting of pages 1 to 6, inclusive) constitutes the entire agreement between the Grantor and Grantee(s) 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 this 26th day of February 2024.

GRANTOR:

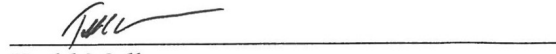
Jefferson County, Missouri:



Dennis J. Gannon
County Executive

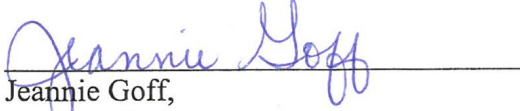
GRANTEE:

The City of De Soto



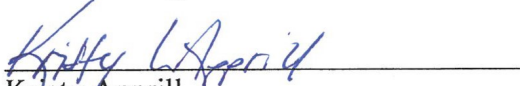
Todd Melkus
City Manager

ATTEST:



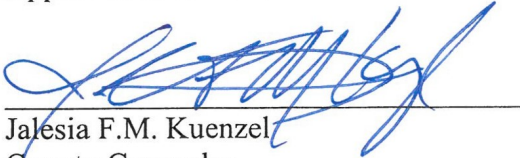
Jeannie Goff,
County Clerk

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.



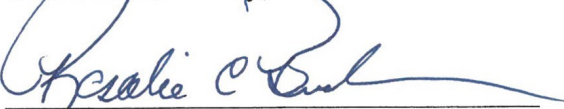
Kristy Apprill
County Auditor

Approved as to form:



Jalesia F.M. Kuenzel
County Counselor

CDBG PROGRAM ADMINISTRATOR:
The Economic Development Corporation
Of Jefferson County, Missouri



Rosalie C. Buchanan
Assistant Executive Director

FEDERAL LABOR STANDARDS PROVISIONS

(HUD FORM 4010)

****COPY INSERTED HERE****