

FILED

MAR 01 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0217

ORDINANCE NO.: 24- 0139

INTRODUCED BY: COUNCIL MEMBER(s) Gruetke

1 **AN ORDINANCE AUTHORIZING JEFFERSON COUNTY, MISSOURI,**
2 **TO ENTER INTO AGREEMENTS REGARDING CONDITIONS OF**
3 **PARTICIPATION IN THE HOMEOWNER REHABILITATION PROGRAM**
4 **AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE**
5 **AGREEMENTS ON BEHALF OF THE COUNTY LOCATED IN COUNCIL**
6 **DISTRICT 7.**

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 Homeowner
7 Rehabilitation Program to assist low-to-moderate income families in making repairs to
8 their homes in order to meet health and safety regulations and requirements; and

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

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

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

17 Section 1. The County is authorized to enter into the Agreements Regarding
18 Conditions of Participation in the Homeowner Rehabilitation Program (hereafter,
19 “Agreement”), for an initial amount of **Fifteen Thousand Dollars (\$15,000.00)**, per
20 applicant, subject to budgetary limitations.

21 Section 2. The County Executive is authorized to execute the Agreement’s on
22 behalf of the County with the applicants, as set forth in Exhibits “A” and “B”, as well as

1 any other documents which are required to carry out the intent of this Ordinance. An un-
2 executed copy of the Agreements to be entered into by all parties are attached hereto as
3 Exhibits “A” and “B.”

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

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

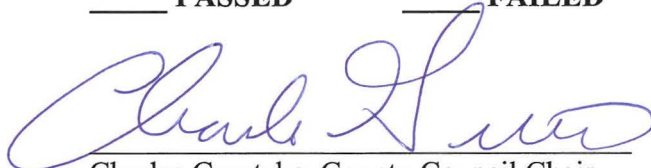
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THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

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

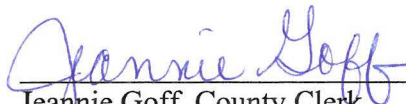
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 1 DAY OF ~~February~~ March, 2024.

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 ROBERT A. NESTLE
REGARDING CONDITIONS OF PARTICIPATION IN THE
HOMEOWNER REHABILITATION PROGRAM**

This agreement is entered into on the 26th day of February 2024 between Jefferson County, Missouri, herein after known as “Lender” and Robert A. Nestle 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 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 Recipient

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

The forgivable grant amount for the purposes of rehabilitating the owner-occupied home and property located at 111 Burr Oaks Dr., Dittmer, MO 63023, will be up to Fifteen Thousand Dollars (\$15,000) based on equity availability, 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. The legal description of the property is as follows:

All of Lot Twenty-nine (29) of HIDDEN VALLEY ESTATES NO 2, FIRST ADDITION, as shown by plat on file in the Recorder’s Office of Jefferson County, Missouri, in Plat Book 58 page 16

Also known as: 111 Burr Oaks Dr., Dittmer, MO 63023

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 completion shall be determined by receipt of building permit, final inspection certificate (if applicable), 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 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 paying for all rehabilitation costs in excess of Fifteen Thousand Dollars (\$15,000.00).
4. The Recipient will be responsible for complying with all rehabilitation safety practices including but not limited to lead rehabilitation standards if applicable.
 - a. The Recipient's house was built in 1976 and no painted surface will be disturbed as a result of work performed and; therefore, no lead risk assessment is required.
5. The Recipient 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.
6. 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.
7. 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.
8. The Recipient will be responsible for notifying the program administrator staff when their project is completed and executing the required paperwork for project closeout.

9. The Recipient acknowledges that program administrator, municipal building department, 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 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.

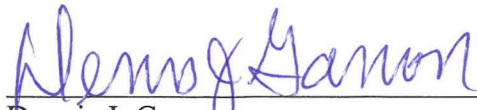
Section 7. Entire Agreement

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.

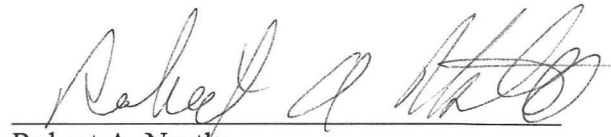
LENDER:

JEFFERSON COUNTY, MISSOURI:



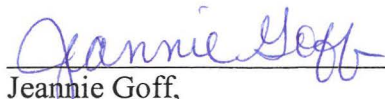
Dennis J. Gannon
County Executive

RECIPIENT:



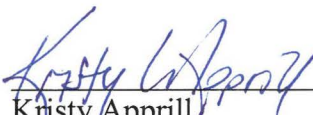
Robert A. Nestle

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.



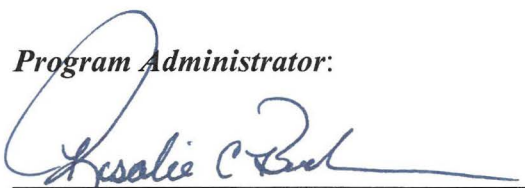
Kristy Apprill
County Auditor

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 RUTH K. JENSEN
REGARDING CONDITIONS OF PARTICIPATION IN THE
HOMEOWNER REHABILITATION PROGRAM**

This agreement is entered into on the 26th day of February 2024 between Jefferson County, Missouri, herein after known as “Lender” and Ruth K. Jensen 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 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 Recipient

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

The forgivable grant amount for the purposes of rehabilitating the owner-occupied home and property located at 6417 Randy Dr. Imperial, MO 63052, will be up to Fifteen Thousand Dollars (\$15,000) based on equity availability, 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. The legal description of the property is as follows:

All of Lot Twenty (20) of PLEASANT VIEW ACRES, a subdivision located in the West half of the Southwest quarter of Section 17, Township 42 North, Range 5 East, as shown by plat of said subdivision on file in the Recorder’s Office of Jefferson County, Missouri, in Plat Book 19, Page 6.

Subject to Easement of Union Electric Company of Missouri.

Subject to Easements Conditions and Restrictions of record.

Also known as: 6417 Randy Dr., Imperial, MO 63052

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 completion shall be determined by receipt of building permit, final inspection certificate (if applicable), 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.
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 - a. The Recipient's house was built in 1967 and no painted surface will be disturbed as a result of work performed and; therefore, no lead risk assessment is required.
5. The Recipient 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.
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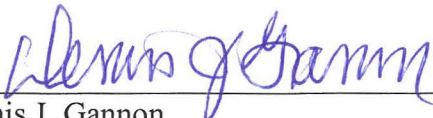
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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.


LENDER:

JEFFERSON COUNTY, MISSOURI:



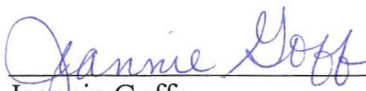
Dennis J. Gannon
County Executive

RECIPIENT:



Ruth K. Jensen

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