



Recording Date/Time: 08/25/2025 at 10:56:45 AM

Book: 772

Page: 365

Instr #: 202507085

Pages: 8

Fee: \$45.00 20250006351



CITY OF JEFFERSON

Judy K Ridgeway
Recorder of Deeds

SK

City of Jefferson

Department of Planning & Protective Services
320 E. McCarty Street
Jefferson City, MO 65101



Jefferson City

Ron Fitzwater, Mayor

Clint Smith, AICP, Director
Phone: 573-634-6410
Fax: 573-634-6457

Document Title: Cooperative Agreement For Residential Reimbursement Incentive

Date of Document: _August 18, 2025_____

Grantor(s): City of Jefferson

Grantee(s): JJR Development, LLC

Mailing Address: 2301 Chapel Plaza Ct, Suite 1
Columbia, MO 65203

Legal Description: See "Exhibit A"

Reference Book/Page: _____

COOPERATIVE AGREEMENT FOR
RESIDENTIAL REIMBURSEMENT INCENTIVE

THIS COOPERATIVE AGREEMENT FOR RESIDENTIAL REIMBURSEMENT INCENTIVE (this "**Agreement**") is made and entered into as of the date last executed by a party below ("Effective Date") by and between the **CITY OF JEFFERSON, MISSOURI** a charter city and a Missouri municipal corporation having a principal office at 320 East McCarty Street, Jefferson City, Missouri 65101 (the "**City**") and **JJR DEVELOPMENT, LLC** ("**Developer**") and together with the City the "**Parties**").

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.

B. The Developer desires to develop a housing project called **SAVANNAH PLACE SUBDIVISION** as further depicted on the attached preliminary PUD plat of Savannah Place (Exhibit A) which will include the construction of 25 new single-family and/or duplex residential living units all of which will become additional customers to the City's Wastewater Utility.

C. The City desires the construction of additional residential living units to support workforce development within the City as well as to increase wastewater usage which will result in additional city revenue for underutilized city wastewater systems in the area.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. **The Development.** In order to earn the Residential Reimbursement Incentive set forth below in Paragraph 2, Developer shall construct 25 new single-family and/or duplex residential living units located at the 4400 block of Rainbow Drive and further described as Parcel ID 1103070004034005 (the "**Development**"). Each living unit shall be a minimum of 1,000 square feet of finished space. The Developer will be responsible for the design, engineering, construction, and all other aspects of the Development.

- (a) **Continuing Obligation for Maintenance.** For a period of ten years after the payment of the last reimbursement set forth in Paragraph 2 below (the "**Term**"), Developer shall maintain the Development and not allow the Development to become a nuisance. For purpose of this agreement, the Development will be deemed to have become a nuisance if:

- i) The Development has been declared a Dangerous Building as defined in Section 8-82 of the City Code during the term of this Agreement;
 - ii) The Development has been declared a nuisance and ordered to abate nuisance conditions under Sections 21-1 through 21-3 of the City Code (or successor provisions) more than three times during the term of this Agreement; or
 - iii) The City has actually abated nuisance conditions on the Development after notice and hearing (if required or requested pursuant to City Code) two or more times during the term of this Agreement.
- (b) If the Development becomes a nuisance during the term of this Agreement, this shall constitute a breach and the City shall be authorized to include an amount equal to the Reimbursement as a liquidated administrative fee as a special tax bill on the real estate containing the Development in addition to authorized abatement cost incurred by the City in abating any nuisance and any other remedy authorized by law. If individual lots or residential living units are sold to third parties, the obligations of this subparagraph (a) shall run with the land and the remedies set forth herein shall apply on a per lot basis to Developer's successors in interest for each lot [*applicable only to detached or attached single-family units sold to third parties*].
- (c) Developer shall obtain all necessary permits, variances, or other required approval prior to the development of land. Developer shall comply with all local, state, and federal laws, regulations, and code in the development and construction of the Property.

2. Residential Reimbursement Incentive. The City agrees to reimburse Developer \$5,000.00 for each living unit constructed up to maximum reimbursement sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) (the "Reimbursement") toward the cost of the Development in consideration of the increased wastewater usage and other considerations described above. The Reimbursement may be utilized by Developer to design or construct any improvements necessary to create living units which will utilize the City wastewater system and generate revenue for the City's wastewater utility. The Developer agrees to provide notice to the City once the construction of the Development has been completed. City shall inspect the Development for compliance with all applicable codes, ordinances, and law governing construction of the Development and the requirements of this Agreement. The Reimbursement shall be payable to Developer upon issuance of final occupancy permits by the City, provided that such occupancy permits are issued by July 31, 2027. Upon compliance with the established requirements and upon written request of the Developer, or on a form promulgated by the City, the City will issue reimbursement within 60 days of the developer submitting the completed request to the City in accordance with the requirements.

3. No Waiver of Sovereign Immunity; Limited Public Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

The parties hereto agree that in no event shall the City or any of its officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any successor, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement and Developer hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Developer or the successors, assigns, heirs or personal representatives of Developer in the event of any default or breach by any party under this Agreement.

4. Notices. Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

If to the City: City of Jefferson
 320 East McCarty Street
 Jefferson City, Missouri 65109
 Attn: City Administrator

If to the Developer: JJR Development, LLC
 2301 Chapel Plaza Ct, Suite 1
 Columbia, MO 65203

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party ten (10) days written notice thereof.

5. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by authorized representatives of the City.

6. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of Developer or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

7. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

8. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Developer, the City, and their respective successors and permitted assign and shall run with the land identified in Paragraph 1 above.

9. Choice of Law; Venue. This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Cole County, Missouri or in the Federal District Court for the Western District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

11. Third Party Actions. Developer shall have the right, but not the obligation to assume the costs of defense of any action or proceeding initiated by a third party challenging this Agreement, or any other actions or transactions contemplated by this Agreement (including, without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing and the City and Developer agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding. In no event shall the City have any liability to Developer for damages or otherwise in the event that all or any part of this Agreement or the ordinances approving this agreement shall hereafter be declared invalid or unconstitutional in whole or in part by a final (as to which all rights of appeal have been exhausted or expired) judgment of a court of competent jurisdiction, and, in the event Developer elects not to assume such defense and costs, the City shall have no obligation to defend or to assume the costs of defense of any such action.

12. Hold Harmless. Developer at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Developer, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Developer may be liable, in the activities performed, or failed to be performed, by Developer under this Agreement or in the development of the Subject Property, or from breach of this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the expiration of this Agreement.

13. Authority. The parties determine and agree that that this Agreement and the activities to be carried hereunder are a valid exercise of the City's authority under the Missouri Constitution and its Code of Ordinance, including its police powers and the creation of new housing within the City in the timeframe set forth herein, the creation of new revenue sources for the City wastewater utility, and the increased utilization of underutilized city wastewater systems in the area constitute a valid public purpose and any private benefits enjoyed by Developer under

this agreement are secondary and incidental to the primary public purposes considered by this Agreement.

14. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

15. Assignability. This Agreement may be assigned to a third party upon the written consent of the City Administrator, which such consent may not be unreasonably withheld. Additionally, this Agreement shall run with the land. The Owner shall provide a copy of this agreement to the purchaser of any lot or parcel covered under this agreement and cause this Development Agreement to be recorded in the Real Estate Records of Cole County, Missouri, at the cost and expense of the Owner.

IN WITNESS WHEREOF, the City and the Developer have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

CITY OF JEFFERSON, MISSOURI

By: [Signature]
Brian Crane, City Administrator

Date: 8/18/2025

ATTEST:

By: [Signature]
Emily Donaldson, City Clerk

APPROVED AS TO FORM:

[Signature]
Ryan Moehlman, City Attorney

JJR DEVELOPMENT, LLC

By: Jeff Hemme

Name/Title: Jeff Hemme, member

Date: 8-14-25

STATE OF MISSOURI)

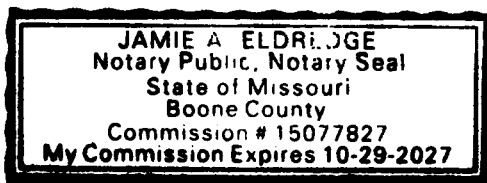
COUNTY OF Boone) ss)

On this 14th day of August in the year 2025 before me, a Notary Public in and for said state, personally appeared Jeff Hemme of **JJR DEVELOPMENT, LLC**, known to me to be the person who executed the within agreement on behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

[Signature]
Notary Public

My commission expires: 10-29-2027

(seal)



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