

**AGREEMENT FOR  
FINANCIAL REIMBURSEMENT FOR NEW CONSTRUCTION  
TO BUILDER/HOMEOWNER**

**THIS AGREEMENT FOR FINANCIAL REIMBURSEMENT FOR NEW CONSTRUCTION** (“Agreement”), dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made and entered into by the **City of Perryville, Missouri, a municipal corporation**, (“City”), and

\_\_\_\_\_  
(Builder/Homeowner).

**WHEREAS**, City desires to provide reimbursements to construct residential units within the city limits; and

**WHEREAS**, Builder/Homeowner desires to construct a residential unit within the city limits; and

**WHEREAS**, Builder/Homeowner has received a copy of the Residential Development Reimbursement Program Standards provided by the City of Perryville; and

**WHEREAS**, the parties hereto desire to reduce their agreement in writing.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and other valuable consideration, City and Builder/Homeowner agree as follows:

**1. Property.** Builder/Homeowner shall develop and City shall provide financial reimbursements for the property generally known as:

\_\_\_\_\_  
Property Address or Location

(the “Property”), the legal description of which is contained in Appendix A which is attached herein and incorporated herein by reference.

**2. Financial Reimbursements.** City shall pay financial reimbursements to reimburse a portion of the installation costs of public infrastructure to Builder/Homeowner according to the following schedule. Reimbursements will only apply to utilities actually installed.

**A. Single Family Homes:**

- a. Natural Gas - \$5,000 per lot
- b. Water - \$5,000 per lot
- c. Sewer - \$5,000 per lot

**B. Duplex Development:**

- a. Natural Gas – \$2,000 per unit
- b. Water - \$2,000 per unit
- c. Sewer - \$2,000 per unit

**C. Multi-Family Development:**

- a. Natural Gas - \$1,000 per unit
- b. Water - \$1,000 per unit
- c. Sewer - \$1,000 per unit

**D. Downtown Housing Conversion:**

- a. Natural Gas – \$1,000 per unit
- b. Water - \$1,000 per unit
- c. Sewer - \$1,000 per unit

In an effort to ensure fairness in the distribution of the reimbursements, an individual builder or developer may contract for no more than \$96,000 in proposed development in a single phase. Multiple phases may be initiated by the same developer provided no less than 60 days separates the adoption of each contract. Only one financial reimbursement shall be paid per parcel of land.

**3. Payment of Financial Reimbursements.** City will pay financial reimbursements to Builder/Homeowner within 30 days of the final inspection and certification of occupancy by the city provided all other obligations of Builder/Homeowner contained herein have been met.

**4. Standard for Utility Construction.** Builder/Homeowner shall connect to existing City utility infrastructure already present on the residential lot. Reimbursement will only be granted for those utilities to which a connection is made.

**5. Minimum Construction Standards.** Builder/Homeowner shall construct all units to the following standards:

**A. Single Family Homes**

- a. Minimum 1,300 square foot living space (garage/basement not included in this calculation).
- b. Minimum of 3 bedrooms per home.
- c. Minimum of 2 bathrooms per home.
- d. Full basement.
- e. Attached covered parking (e.g., garage or carport).
- f. Water and Sewer service.
- g. Natural Gas – subject to builder/homeowner agreement.

**B. Duplexes**

- a. Minimum 1,000 square foot living space (garage not included in this calculation).
- b. Minimum of 2 bedrooms per unit, each totaling 100 square foot or more.
- c. Minimum of 2 bathrooms per unit.
- d. Attached or covered parking (e.g., garage or carport).
- e. Water and Sewer service.
- f. Natural Gas – subject to builder/homeowner agreement.

**C. Multi Family Dwellings**

- a. Minimum 2 bedrooms per unit, each totaling 100 square foot or more.
- b. Water and Sewer service.
- c. Natural Gas – subject to builder/homeowner agreement.

**D. Downtown Housing Conversions**

- a. Minimum 2 bedrooms per unit, each totaling 100 square foot or more.
- b. Water and Sewer service.
- c. Natural Gas – subject to builder agreement.
- d. Upon staff recommendation, the Board of Aldermen may grant reimbursement while approving exceptions to these requirements when documented hardships exist with existing building's design and footprint. Examples may include such items as alternate heat source when natural gas did not previously exist, or fewer or smaller bedrooms as allowed by the existing space.

**6. Short-Term Rental Ineligibility** - Houses or Units constructed under this program are not eligible for use as a short-term rental for a period of 10 years.

**7. Code Compliance.** Builder/Homeowner shall obtain all necessary permits, variances, or other required approval prior to the development of land. Builder/Homeowner shall comply with all local, state, and federal laws, regulations, and code in the development and construction of the Property.

**8. General Provisions.**

**A. Attorney's Fees.** In the event that City is required to bring any action in law or equity against Builder/Homeowner to enforce any terms hereof or for any other claim regarding the subject matter of this Agreement, Builder/Homeowner shall pay City's reasonable attorney fees and court costs.

**B. Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Missouri. Any action brought at law or in equity relating to or in connection with this Agreement must be maintained in Perry County, Missouri.

**C. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements and understandings between the parties pertaining to the subject matter hereof. No modifications to this Agreement shall be made unless agreed to in writing by both City and Builder/Homeowner.

**D. Severability.** If any part of this Agreement shall be held to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

**E. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this agreement.

**F. Survival.** All covenants and obligations contained herein shall survive the term of this Agreement until the expiration of any applicable statute of limitations.

**G. No Waiver.** Failure to compel specific performance of the obligations set forth herein on any occasion shall act as a waiver and shall not preclude any party from insisting upon specific performance on other occasions.

**H. Review.** The parties each have had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

**I. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

**J. Authority.** The Person signing below on behalf of Builder/Homeowner warrants and represents that they have full and complete authority to bind Builder/ Homeowner.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

**DEVELOPER**

**CITY OF PERRYVILLE, MO**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Mayor

Name: \_\_\_\_\_  
Printed Name

ATTEST:

Company: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_