RESOLUTION 2018-44

Agenda Item

TO: Mayor and City Council

FROM: Zachary Johnson, Utility Director

DATE: November 5, 2018

RE: Demolition Grant Programs

Background

The City currently has a program to share the demolition cost of substandard, hazardous, and dangerous structures. We currently split the cost of demolition with the voluntary participant. The program has worked well over the past few years with numerous structures being demolished. City Staff, along with the City Attorney, have worked on ways to help promote redevelopment of these now vacant lots. Our preferred goal is to have these lots developed into single family homes.

Issue

We have added additional language to our 50/50 Demolition Grant program. The new language will require the participants to construct a single family structure on the lot within two years after the demolition. If the participant fails to fulfill their obligation, they will be responsible for the City's portion of the demolition costs.

We have also provided the option of a 100% Demolition Grant program. This will allow the participant to transfer ownership of the property to the City. Upon demolition, the City can sell the lot for redevelopment. We have also had good luck with this similar process.

Recommendation

City Staff recommends passage and approval of this Resolution amending our 50/50 Demolition Grant program and establishing a 100% Demolition Grant program.

RESOLUTION 2018-44

A RESOLUTION FOR THE CITY OF CAMERON, MISSOURI AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PROPERTY OWNERS' DEMOLITION CERTIFICATION, RELEASE, AND AGREEMENTS

WHEREAS, the City currently allows certain property owners to voluntarily participate in the 50/50 Demolition program wherein the City and the property owner share equally in the cost to demolish certain structures that are substandard, hazardous and dangerous to the public health and welfare; and

WHEREAS, the City desires to begin an additional program wherein the City will pay the total cost to demolish structures that are substandard, hazardous and dangerous to the public health and safety as long as the property owner agrees to voluntarily transfer ownership of the property to the City prior to the demolition; and

WHERERAS, participation in either program requires that the respective property owners and the City execute a certain Property Owner's Demolition Certification, Release, and Agreement that outlines the duties and obligations of the parties regarding participation in either program; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAMERON, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby authorizes the Interim City Manager to execute on behalf of the City Property Owner's Demolition Certification, Release, and Agreements for the City's 50/50 Demolition Program, substantially in the form attached hereto as **Exhibit A**.

Section 2. The City Council hereby authorizes the Interim City Manager to execute on behalf of the City Property Owner's Demolition Certification, Release, and Agreements for the City's 100% Demolition Program, substantially in the form attached hereto as **Exhibit B**.

Section 3. The City Council hereby authorizes the Interim City Manager, City Counselor, and other appropriate City Officials to take all such further actions as may be necessary to carry out the intent of this Resolution.

Section 4. The Mayor is hereby authorized to sign this Resolution approving it on behalf of the City Council.

Section 5. The City Clerk is directed to attest to the Mayor's signature.

Section 6. This Resolution shall take effect and be in force from and after its passage and approval by the Mayor.

PASSED and **APPROVED** this 5th day of November 2018.

_____
Mayor Darlene Breckenridge

ATTEST:

_____
City Clerk

Exhibit A

PROPERTY OWNERS' DEMOLITION CERTIFICATION, RELEASE, AND AGREEMENT TO PARTICIPATE IN THE CITY OF CAMERON, MISSOURI 50/50 DEMOLITION PROGRAM

I, the undersigned, being the owner of the land and all structures located at - _____,realizing that the building or buildings located thereon are substandard, hazardous and dangerous to the public health and welfare; do hereby grant the City of Cameron, Missouri (the "City") permission to demolish the above specified structures and to dispose of all resulting demolition debris.

I grant the City permission to enter upon the property listed above to perform the required inspections and demolition work.

I release the City from any and all claims, demands or actions for damages for any and all personal injuries, or loss or damage to property sustained in or growing out of said demolition, and from complications arising therefrom.

I also hereby agree to the following:

1. That the cost of the demolition of the above specified structures, _____, shall be shared evenly by myself and the City of Cameron. I hereby further agree that I shall pay to the City my portion of the cost of demolition three (3) days before the City begins demolition. I understand that failure to pay the City my portion of the cost of demolition shall be considered a material breach of this agreement and release the City from any obligation to demolition the above specified structures.
2. To comply with the City's codes relating to property maintenance and nuisance, and that failure to comply with said codes shall subject me to prosecution in municipal court. Further, that if I continually fail to comply with the City's codes relating to property maintenance and nuisance that I will refund to the City the portion of the cost of the demolition paid by the City within 60 days of receipt of written demand from the City.
3. That within two years of demolition of the above specified structures that I will begin construction of a single-family residential structure on the property listed above. If I fail to comply with this provision, I agree to pay to the City, the City's portion of the cost of demolition of the above specified structures.

It is understood that the above mentioned benefit is the full consideration for this settlement that the terms of the Release are fully understood and voluntarily accepted.

I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS _____DAY OF _____, 2018.

_____ _____

Property Owner Signature Date

_____ _____

City Official Date

Exhibit B

PROPERTY OWNERS' DEMOLITION CERTIFICATION, RELEASE, AND AGREEMENT TO PARTICIPATE IN THE CITY OF CAMERON, MISSOURI 100% DEMOLITION PROGRAM

I, the undersigned, being the owner of the land and all structures located at - _____,realizing that the building or buildings located thereon are substandard, hazardous and dangerous to the public health and welfare; do hereby grant the City of Cameron, Missouri (the "**City**") permission to demolish the above specified structures and to dispose of all resulting demolition debris.

I grant the City permission to enter upon the property listed above to perform the required inspections and demolition work.

I release the City from any and all claims, demands or actions for damages for any and all personal injuries, or loss or damage to property sustained in or growing out of said demolition, and from complications arising therefrom.

I also hereby agree to that fifteen days (15) days prior to planned demolition of the above specified structures that I will execute a general warranty deed in favor of the City transferring the property commonly known as _____ to the City. The general warranty deed will be in the form attached hereto as **Exhibit A.**

It is understood that the above mentioned benefit is the full consideration for this settlement that the terms of the Release are fully understood and voluntarily accepted.

I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS _____DAY OF _____, 2018.

_____	_____
Property Owner Signature	Date
_____	_____
City Official	Date