

**HOUSING SITE DEMOLITION AND RE-USE
AGREEMENT OF PARTICIPATION**

THIS AGREEMENT made and entered into this 6th day of September, 2016, between the City of Columbia, Missouri, a Municipal Corporation of the State of Missouri, County of Boone (hereinafter referred to as the "City"), and **Boone County Family Resources, a political subdivision of the County of Boone County, Missouri**, hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, the City receives Community Development Block Grant funding which can provide funds for the removal of vacant residential structures; and

WHEREAS, Owner owns certain real estate located in the City of Columbia, County of Boone, State of Missouri, known as, 4632 Apple Tree Lane:

Lot Twenty-one (21) of CEDAR LAKE SUBDIVISION, Block 2, located in the Southeast Quarter (SE 1/4) of Section 35, Township 48 North, Range 13 West, as shown by plat recorded in Plat Book 11, Page 201, Records of Boone County, Missouri.

(hereinafter referred to as the "Property"); and

NOW, THEREFORE, in consideration of the mutual covenants herein, the sufficiency of which is hereby acknowledged, the Owner and the City agree as follows:

Section 1 - Obligations of City

- a. **Scope of Work:** Upon execution of this agreement, the City agrees to pay for the following scope of work:
 - i. Removal of all remaining structures on the property and disposal of all debris;
 - ii. Grading and seeding to meet City code requirements;
 - iii. Tree removal and disposal
 - iv. Capping and repairing sewer service line; repair of the sewer tap, and street pavement repair.
- b. **Contractor Procurement:** Owners shall select demolition contractor. The Owners shall be reimbursed only for demolition associated costs of up to \$25,000 as approved by City staff.
- c. **Payment to Owner:** Upon completion of demolition activities and execution of a promissory note and deed of trust by the owner, the Owner shall submit a list of completed activities with invoices to the City. The City shall reimburse the owner for all eligible costs **within 10 days of receipt of invoices**. Eligible costs include the items listed in Section 1(a).

Section 2 - Representations, Covenants and Obligations of Owner

- a. **Owner represents and covenants** that Owner is the owner in fee simple of the real estate described above and referred to as the "Property".
- b. **Owner represents and covenants** that the Property is not subject to any liens or other encumbrances.
- c. **Owner represents and covenants** that the Property is not occupied and will remain unoccupied prior to redevelopment.
- d. **Owner agrees to remove all structures on the Property.** The owner must begin removal activities within one hundred twenty (120) days after the signing of this Agreement and shall complete work within two hundred ten (210) days of signing this agreement unless removal activities are delayed by circumstances beyond owner's control. The Owner shall make reasonable efforts to ensure that said work is prosecuted regularly, diligently and uninterruptedly at a reasonable rate of progress. Demolition activity will include notification of all utilities, disconnection of utilities, hazardous waste evaluation and removal, capping the sewer service line, demolition, appropriate disposal of all debris, grading to a rough finish, reseeding, and required erosion control during the project.

- e. **Owner hereby grants to the City**, its agents and designees, including all contractors and subcontractors designated by the City, the right of complete access to the Property through the completion of the demolition.
- f. **If the Owner or a successor sells, transfers, exchanges** or encumbers the Property at any time during the term of this Agreement, the Owner or the successor shall notify in writing and obtain the agreement of any buyer or successor or other person acquiring the Property or any interest therein that such acquisition is subject to the requirements of this Agreement. Owner agrees that the City may void any sale, transfer, exchange or encumbrance of the Property if the buyer or successor or other person fails to assume in writing the requirements of this Agreement.
- g. **The Owner and all successors shall notify** the City in writing of any sale, transfer, exchange or encumbrance of the Property during the term of this Agreement.
- h. **Owner agrees that prior to the payment of removal costs**, the Owner will sign a promissory note for the full cost of demolition, including all activities cited in this section, and sign a deed of trust in the name of the City. The City will pay for up to \$25,000 of the cost outlined in Section 1(a) of this agreement, pursuant to the terms of a Promissory Note between the City and the Owner.
- i. **The Owner and Owner's successors and assigns agree** to abide by all terms, conditions and obligations of the Community Development Block Grant through which the removal funds are being obtained.
- j. **Site Re-use:** Owner agrees that prior to the payment of demolition costs, the Owner will sign a promissory note for the full cost of demolition, including all activities cited in this section, and sign a deed of trust in the name of the City. Refusal to sign these documents shall be considered grounds for termination of this agreement. The promissory note states that the City shall forgive the entire demolition loan amount provided to the Owner, upon construction of an affordable housing unit on the property, consistent with the requirements outlined by the Department of Housing and Urban Development at 24 CFR 92.252 (a), (c), (e) and (f) and with the requirements of 24 CFR 92.254.

Section 3 - Term of Agreement

This Agreement and the covenants, restrictions and obligations shall terminate upon release of the deed of trust and promissory note by the City that was signed pursuant to this agreement.

Section 4 - Termination of City's Obligations Under Agreement

In the event that any of the provisions of this Agreement are violated by the Owner or the Owner's successor or assign, the City may serve written notice upon the Owner of its intention to terminate its obligations under this Agreement, and unless within ten (10) days after service of such notice upon the Owner, such violation shall cease and satisfactory arrangement of correction be made, the City's obligations under this Agreement shall, upon the expiration of said ten (10) days, cease and terminate and the City shall have no further obligations hereunder and all amounts due under the promissory note shall be due payable.

Section 5 - Miscellaneous

- a. This contract shall be binding upon the parties, their heirs, successors or assigns.
- b. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.
- c. The action or inaction of the City or the Owner shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing signed by the parties and approved by written resolution of the City Council. The failure of either party to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- d. The captions and headings of this Agreement are for convenience and reference only, and shall not control or affect the meaning or construction of this Agreement.

Section 6 - Applicable Federal Regulations:

- a) The Owner agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. The Owner agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Uniform Federal Accessibility Standards, and applicable building codes for the City of Columbia.
- b) The Owner agrees to comply with Chapter 643 RSMO of the Missouri Air Conservation Law and State Asbestos Regulation 10 CSR 10-6.080, and all other related applicable Federal and State regulations.
- c) The Owner agrees to comply with the following laws governing fair housing and equal opportunity including: Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair Housing Act with implementing regulations at 24 CFR part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.
- d) The Owner agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, Davis Bacon Act with respect to prevailing wage rates; Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.
- e) In accordance with the provisions of 24 CFR 85, the Owner agrees that the City may suspend or terminate this Agreement should the Owner materially fail to comply with any of the terms of this Agreement and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.
- f) Upon finding that the Owner materially fails to comply with any term of this Agreement, the Owner can be required to repay CDBG demolition funds, and future CDBG funding may be denied.
- g) The Owner shall comply with the conflict of interest provisions of HUD regulations at Title 24 570.611, which governs the procurement of supplies and contracts and the provision of services to clients with the use of CDBG funds. The provisions cover services provided for, or by, persons who are employees, agents, or elected officials of the City of Columbia.
- h) The Owner agrees to not use debarred, suspended or ineligible contractors as defined by 24 CFR Part 92.350 (a).
- i) The Owner agrees to provide a copy of its annual financial audit to the City, which covers the use of CDBG funds expended under this agreement.
- j) The owner agrees to comply with 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in three (3) counterparts, each of which shall be deemed the original.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM

By: _____
Nancy Thompson

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 266-0000-116.66-00 G47117, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Michele Nix, Director of Finance

BOONE COUNTY FAMILY RESOURCES

By: _____
Robyn Kauffman

Date: _____