

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** B 63-15

**Department Source:** Community Development - CDBG/Home

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** 3/16/2015

**Re:** Authorizing a contract for sale of real estate with Philip D. Gresham for property located at 208 Ridgeway Avenue; directing the City Clerk to have the contract recorded; and fixing the time when this ordinance shall become effective.

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

**Supporting documentation includes:** Approval from State Department of Economic Development

## Executive Summary

Staff has prepared an ordinance for Council consideration that authorizes the sale of City-owned property at 208 Ridgeway Avenue to an interested purchaser. Council approval of this ordinance will result in program income to the CDBG/HOME program. This program income may be used for any eligible activity under CDBG/HOME program rules including acquisition of vacant or nuisance property.

## Discussion

The City acquired the property at 208 Ridgeway Avenue on October 31, 2013. Demolition of the nuisance structure was completed December 5, 2013. Redevelopment of the lot with a 3 bedroom, 2 bathroom single family residence proved to be cost prohibitive with the standards adopted by the Community Development Block Grant (CDBG) staff. CDBG staff was approached by Philip Gresham, who lives at 207 Ridgeway Avenue, with an interest to purchase the lot. The Missouri Department of Economic Development (DED) and the Federal Department of Housing and Urban Development (HUD) have approved staff's request to allow the property to "pass out" of the Neighborhood Stabilization Program (NSP, see attached State approval). As a result of this decision, NSP regulations no longer apply to the City's use of the property. The sale proceeds, however, will be counted as program income and will be used in accordance with NSP regulations.

## Fiscal Impact

**Short-Term Impact:** No new resources, facilities, or capital spending is required or expected as a result of council approval of this ordinance.

**Long-Term Impact:** No new resources, facilities, or capital spending is required or expected as a result of council approval of this ordinance.

## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Development

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Strategic Plan Impact: Not Applicable

Comprehensive Plan Impact: Not Applicable

## Suggested Council Action

Staff recommends Council vote to approve this ordinance.

## Legislative History

12-10-14 Community Development Commission votes 5-0 to reprogram \$125,000 in single family housing development funds from 208 Ridgeway Avenue to 110 Lynn Street and 802 Hirth Avenue for use by Community Housing Development Organizations (CHDO).

2-12-14 Community Development Commission votes 5-0 to reprogram \$125,000 in HOME funds from Columbia Housing Authority to the development of single family housing at 208 Ridgeway Avenue.

10-21-13 Council votes 7-0 to authorize purchase of property at 208 Ridgeway Avenue (R208-13).

  
\_\_\_\_\_  
Department Approved

  
\_\_\_\_\_  
City Manager Approved

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 63-15

**AN ORDINANCE**

authorizing a contract for sale of real estate with Philip D. Gresham for property located at 208 Ridgeway Avenue; directing the City Clerk to have the contract recorded; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a contract for sale of real estate with Philip D. Gresham for property located at 208 Ridgeway Avenue. The form and content of the contract shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The City Clerk is authorized and directed to have the contract recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

### **CONTRACT FOR SALE OF REAL ESTATE**

This agreement is dated this 25th day of February, 2015, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter referred to as "Seller") and, Philip D. Gresham (hereinafter referred to as "Buyer"). Buyer's current address is 207 Ridgeway Avenue, Columbia, Missouri 65203.

#### **WITNESSETH:**

1. Subject to the terms and conditions set forth herein, the Buyer agrees to purchase and the Seller agrees to sell certain real property and all improvements thereon commonly known as 208 Ridgeway Ave in Columbia, Boone County, Missouri more particularly described as follows:

Lot Seventy-two (72) in Smithton Addition to the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 1, Page 45, Records of Boone County, Missouri.
2. The purchase price for the property shall be TWENTY THOUSAND AND 00/100 \$20,000 which Buyer agrees to be paid by in full by cash or cash equivalent at closing.
3. Conveyance shall be by general warranty deed in proper form for recording and shall convey marketable title as defined by the Title Standards of the Missouri Bar.
4. Possession of the property shall be delivered to Buyer following closing.
5. Buyer shall pay all recording fees.
6. Seller shall acquire a commitment from a company authorized to issue titles in Missouri agreeing to issue title to the above described real estate in the name of the Buyer and Buyer shall have ten (10) days from receipt of the title commitment

to examine title and make any objections to the title exceptions in writing to Seller. If Buyer makes no written objections within that time period, Buyer shall waive any right to make objection. In the event Buyer notifies Seller of a lawful objection, Seller shall have thirty (30) days to remove the encumbrance or defect. If Seller is unable to do so by closing, then Buyer may terminate this contract and this contract shall be void. For purposes of title, marketable title shall be defined by the Missouri Bar Title Examination Standards and any objections must conform to those standards. The cost of the title commitment policy shall be taxed as closing costs to Buyer.

7. Buyer shall pay any real estate taxes that may be due.
8. All notices provided for in this contract may be delivered in person or by United States Mail.

Seller's Address is:

City of Columbia  
Community Development Department,  
701 E Broadway, 5<sup>th</sup> Floor Columbia,  
MO 65201

Buyer's Address is:

Philip D. Gresham  
207 Ridgeway Avenue  
Columbia, MO 65203

9. This contract shall not be assignable by Buyer.
10. This contract shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.
11. This contract constitutes the entire agreement between the parties and supersedes all previous discussions and agreements and may not be modified except in writing and executed by both parties.
12. This contract shall be construed in accordance with the laws of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Boone County, Missouri or the U.S. District Court for Western Missouri. If any term of this contract is found by a Court of competent jurisdiction to be void or invalid, such finding shall not affect the remaining terms of the contract which shall remain in effect.
13. This contract is contingent upon formal approval by the Columbia City Council.
14. This contract shall be closed at Boone Central Title Company on or before May 29, 2015.

Buyer:

Philip D. Gresham

By:

Philip D. Gresham

STATE OF Missouri )  
COUNTY OF BOONE ) ss

On this 25<sup>th</sup> day of FEBRUARY, 2015, before me, a Notary Public in and for said state, personally appeared Philip D. Gresham, known to me to be the person~~s~~<sup>he</sup> who executed the above Contract for Sale of Real Estate and acknowledged to me that ~~they~~<sup>he</sup> executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal the day and year first above written.

Eric Hempel  
Notary Public

ERIC HEMPEL

My commission expires: JUNE 14, 2016.



ERIC HEMPEL  
My Commission Expires  
June 14, 2016  
Boone County  
Commission #12355378

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me appeared Mike Matthes, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.

Notary Public

My commission expires: \_\_\_\_\_.

SELLER: City of Columbia, Missouri

By: Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor



## SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Approval from State Department of Economic Development





Eric Hempel <eahempel@gocolumbiamo.com>

## State NSP program - Columbia - property at 208 Ridgeway Avenue

1 message

**Peterson, Julie** <julie.peterson@ded.mo.gov>  
To: Eric Hempel <eahempel@gocolumbiamo.com>

Wed, Mar 4, 2015 at 11:13 AM

Hi, Eric. Please accept this email as documentation that the State approves the sale of the property at 208 Ridgeway Avenue, pursuant to earlier email communications between the City, the State and HUD. If you need additional information or clarification, please let me know.

Thank you,

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Julie A. Peterson

*CED Manager*

**Missouri CDBG and NSP Programs**

573.522.4058

julie.peterson@ded.mo.gov