

CITY COUNCIL MEETING

AGENDA ITEM IX



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
City Council Meeting August 2014

From: Elizabeth A. Dragon – City Manager

Subject: City Council to consider disposition of Tax Acquired Property 098-047-00
41 Summit Street

Suggested Motion:

1. Pursuant to RSA 47:5, the City can dispose of property at any time.
I suggest that the City Council authorize the City Manager to execute a purchase and sales agreement with abutters at 43 Summit Street- David & Nancy Waldo.
 - a. Councilor moves:
“I move to authorize the City manager to enter into a purchase and sales agreement with David & Nancy Waldo regarding 41 Summit St., Franklin as reviewed by the council this date and to further execute all closing documents required for the conclusion of the referenced sale”
 - b. Mayor calls for a second, discussion, and the roll call vote.
2. The options available to the Council include:
 - o Auction
 - o Bid Process
 - o Direct Sale

Discussion: In the report created by code enforcement at the time of tax deeding the property was recommended for demolition. 41 Summit included a house in poor condition, dilapidated front porch, decaying siding, chimney in poor condition, accumulation of rubbish on the property and two additional out buildings also in poor condition. Code enforcement recommended demolition of the buildings.

The neighbors at 43 Summit-David & Nancy Waldo approached me about this property. Their sewer line is currently under the driveway for 41 Summit Street and so they have an interest in securing the property. I explained our concern about demolition of the buildings. They are willing to pay for demolition of the buildings and secured two quotes at a cost of approximately \$10,000 (excluding hazardous material abatement).

In preparation for demolition we had a hazardous material survey completed and it was determined that it will cost the city approximately \$2,000 to abate some existing asbestos.

Asbestos removal is scheduled for August 7th to be paid from the City manager's budget for building (nuisance) abatement.

Fiscal Impact: Selling the property will place it back on the tax rolls and this purchase and sales agreement also deals with demolition of the dilapidated buildings with only the asbestos removal costs being born by the City.

Attachments/Exhibits: 1. **Tax Map/Card 098-047-00**
Code enforcement report, demo quote, purchase & sales agreement

Franklin Fire Department

Code Enforcement Division

Request for Inspection:

Date:

4/21/14

Name:

White, Sherrrie M.

Telephone:

Location:

41 Summit St.

Map:

098

Lot:

47

Zone

New Map #

Type of Inspection

Failed Date

Approved Date

Footing/Foundation		
Rough		
Insulation		
Fire Protection System		
Mechanical		
Final For CO		

Welfare Dept.		
New Business/Change of Use		

Other: Back-tax insp.	4/21/14	
-----------------------	---------	--

Date Needed:

4/21/14

Time:

1030

Comments:

Occupied house in poor condition. Dilapidated front porch, decayed siding, chimneys in poor condition, accumulation of rubbish on property and two outbuildings in poor condition.

★ Possible demolition.

Copy to:

City Clerk

Inspector



CITY OF FRANKLIN

316 Central Street

Franklin, NH 03235

Office Hours

Monday - Friday

8:15 AM - 5:00 PM

(603) 934-3109

WHITE, SHERRI M
41 SUMMIT STREET
FRANKLIN, NH 03235

OFFICE OF THE TAX COLLECTOR
SUMMARY OF ACTIVITY FOR 000098 000047 000000
Printed Monday, April 21, 2014
Interest Calculated As Of 04/24/2014

Map Lot Sub: 000098 000047 000000

Invoice: 2012L01439572		Acres: 0.12	Location: 41 SUMMIT STREET		
		Bill Amount: \$ 2,348.94	Due Date: 03/14/2012		
Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/04/2012	Mtge Search/Notice	\$ 0.00	\$ 0.00	\$ 28.00	\$ 0.00
03/04/2014	Deed Notice	\$ 0.00	\$ 0.00	\$ 39.42	\$ 0.00
04/24/2014	Int/Pen From 03/14/2012	\$ 0.00	\$ 0.00	\$ 0.00	\$ 960.53
Per Diem: 1.1584		Total Due For Invoice 2012L01439572:			\$ 3,309.47

Invoice: 2013L01464975		Acres: 0.12	Location: 41 SUMMIT STREET		
		Bill Amount: \$ 2,426.14	Due Date: 03/13/2013		
Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/18/2013	Mtge Search/Notice	\$ 0.00	\$ 0.00	\$ 23.58	\$ 0.00
04/24/2014	Int/Pen From 03/13/2013	\$ 0.00	\$ 0.00	\$ 0.00	\$ 510.54
Per Diem: 1.1965		Total Due For Invoice 2013L01464975:			\$ 2,936.68

Invoice: 2013L03000258		Acres: 0.12	Location: 41 SUMMIT STREET		
		Bill Amount: \$ 2,492.11	Due Date: 03/18/2014		
Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/16/2014	Mtge Search/Notice	\$ 0.00	\$ 0.00	\$ 23.90	\$ 0.00
04/24/2014	Int/Pen From 03/18/2014	\$ 0.00	\$ 0.00	\$ 0.00	\$ 69.37
Per Diem: 1.2290		Total Due For Invoice 2013L03000258:			\$ 2,561.48

Invoice: 2014S33000756		Acres: 0.00	Location: 41 SUMMIT STREET		
		Bill Amount: \$ 44.52	Due Date: 05/05/2014		
Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/24/2014	Int/Pen From 05/05/2014	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Per Diem: 0.0183		Total Due For Invoice 2014S33000756:			\$ 44.52

Invoice: 2014W33000756		Acres: 0.00	Location: 41 SUMMIT STREET		
		Bill Amount: \$ 38.04	Due Date: 05/05/2014		
Date	Activity	Amount	Int. Paid	Penalty	Int./Pen. Due
04/24/2014	Int/Pen From 05/05/2014	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Per Diem: 0.0156		Total Due For Invoice 2014W33000756:			\$ 38.04

Total Due For Parcel 000098 000047 000000: \$ 8,890.19

LEVY YEAR TAX TYPE INFORMATION

B - Betterment	P - Property	T - Timber Yield
G - Gravel Yield	R - Residence	U - Use Change
L - Lien	S - Sewer	W - Water

RESIDENTIAL ASSESSMENT

FRANKLIN, NEW HAMPSHIRE

EFFECTIVE DATE OF VALUE: APRIL 1, 2014

41 SUMMIT STREET	MAP/LOT: 098-047-00	55	ZONING: R1	LIVING UNITS: 1	CLASS: R - 101	CARD # 1	OF 1	NBHD ID: 107.00
CURRENT OWNER/ADDRESS WHITE, SHERI M	LAND DATA: TYPE LINEAR W.F. VIEWS	SIZE 2	INFLUENCE FACTORS 0 0 0 0 0 0	% -20	LAND VALUE 3,000	ASSESSMENT INFORMATION - PRIOR 24,400 70,200 94,600 CURRENT 24,440 67,200 91,640		
41 SUMMIT STREET FRANKLIN NH 03235	PRIMARY	0.120	TOTAL LAND VALUE:	24,440	PROPERTY VISIT HISTORY - 20130828 JS OCC-NOT HOME 20090603 BL ENT. GAINED 20080612 SH INFO AT DOOR ECT UPDATE			
DEED BOOK: 1313 DEED PAGE: 1073 DEED DATE: 19780213	TOT. ACRE	0.120						

Sale info not verified by assessor's office

SALES DATA:	PERMIT DATA:					
Date	Type	Price	Valid Date	#	Amount	Purpose

DWELLING DATA:

Style: 1.00 OLD STYLE
 Story Ht. FULL FINISH
 Attic: 2
 Walls: FRAME
 Bedrooms: 5
 Total Rooms: 1
 Full Baths: 1
 Half Baths: 1
 Addl. Fixtures: 5
 Total Fixtures: 5
 Basement: FULL
 Fin Bsmt. Living Area: 504
 Basement Rec Room Area: 906
 Heating System: OIL
 Heating Type: BASIC
 FIREPLACE: Mtl: /
 FIREPLACE: /
 Basement Garage (# cars) 1
 Ground Flr Area: 504
 Total Living Area: 906
 Quality Grade: C
 Condition: AVERAGE
 Marketability: AV
 Year Built: 1930
 Eff. Year Built:
 Unfinished Area:
 Unheated Area:

COST APPROACH COMPUTATIONS

Base Price 66,990
 Plumbing 19,600
 Additions
 Unfin. Area
 Basement 11,420
 Attic
 Heat/AC Adj.
 FBLLA
 Rec Rm
 Fireplace
 Bsmt. Gar.
 SUBTOTAL 98,010
 Grade Factor 1.00
 C & D Factor
 TOTAL RCN 98,010
 % Good 0.55
 Market Adj.
 Econm Obscn
 Functn Obscn
 Nbrhd/Style Adj.
 Under constn %
 TOTAL RCNLD 65,700

Type	qty	Yr	size1	size2	Grd	Cond	Ma	Value
Rg1	1	1960	12	18	D	C	F	\$2,890
RS1	1	2004	10	12	C	A	F	\$590

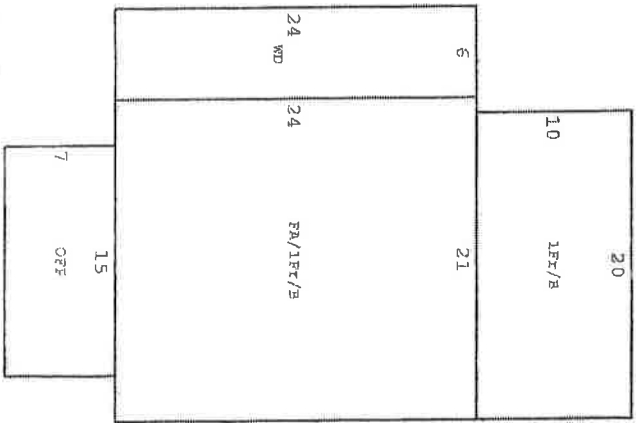
OUTBUILDING DATA

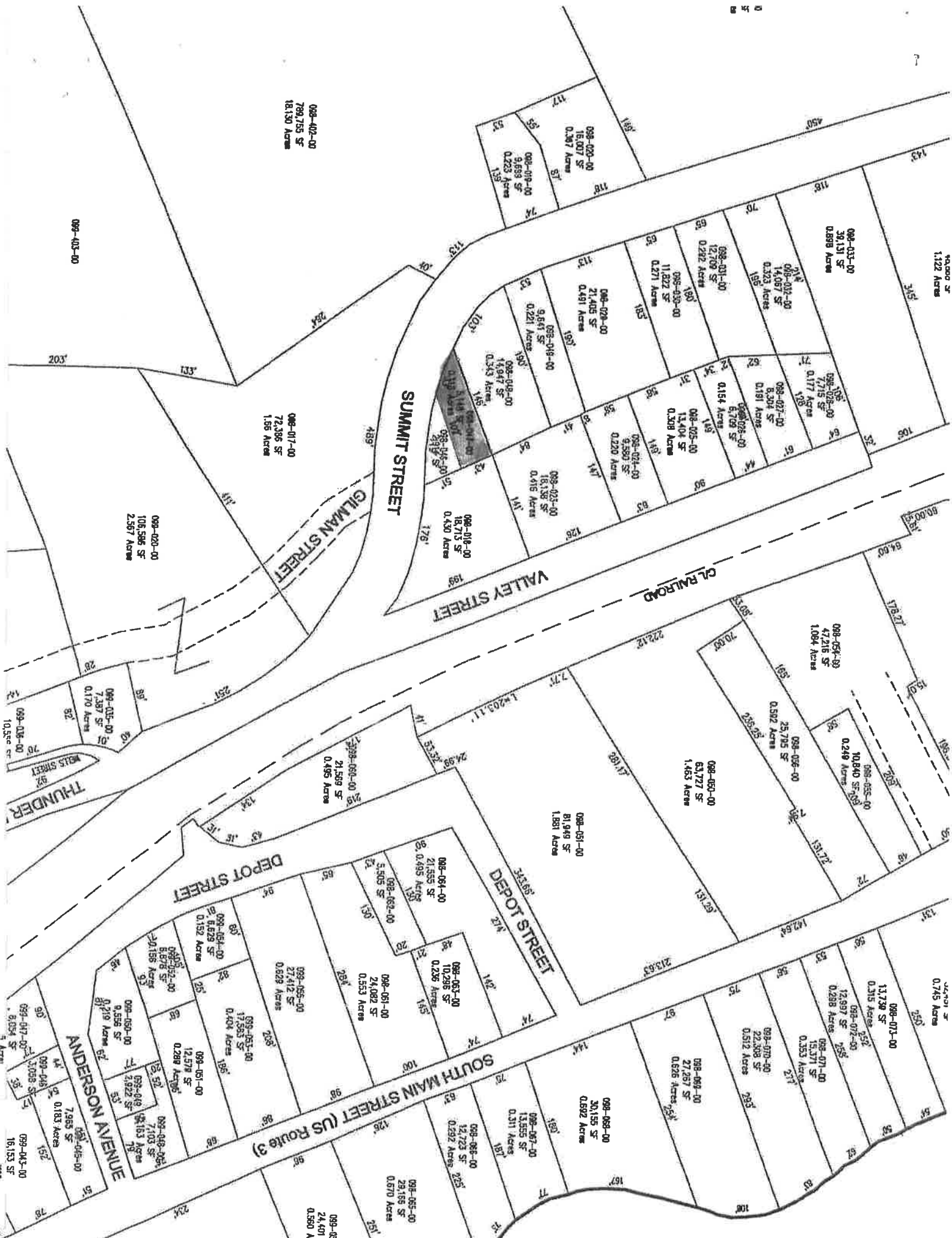
VALUE FLAG:5
 NOTES:
 FRONT STRUCTURALLY POOR

OUTBUILDING TOTAL: \$3,500

MAP SHEET # 07 House Color: 4 GREEN

ADDITION DATA:	Area	Value
Lower Level	200	14,200
Bsmt Urfs	105	3,400
First Floor	144	2,000
1s Frame Opn Frm Prech Wood Deck	0	00
Second Floor	0	00
Third Floor	0	00





098-002-00
799,755 SF
18.130 Acres

098-003-00

098-017-00
72,386 SF
1.65 Acres

098-020-00
106,586 SF
2.567 Acres

098-016-00
10,500 SF

098-001-00
21,589 SF
0.495 Acres

098-031-00
81,949 SF
1.881 Acres

098-050-00
63,727 SF
1.463 Acres

098-054-00
47,216 SF
1.084 Acres

098-035-00
10,840 SF
0.249 Acres

098-064-00
21,555 SF
0.495 Acres

098-063-00
10,296 SF
0.236 Acres

098-062-00
5,505 SF
0.126 Acres

098-054-00
9,679 SF
0.222 Acres

098-052-00
20,156 SF
0.463 Acres

098-055-00
27,412 SF
0.628 Acres

098-061-00
24,082 SF
0.553 Acres

098-053-00
17,583 SF
0.404 Acres

098-051-00
12,578 SF
0.288 Acres

098-065-00
12,723 SF
0.292 Acres

098-067-00
13,555 SF
0.311 Acres

098-068-00
30,155 SF
0.692 Acres

098-069-00
27,287 SF
0.626 Acres

098-071-00
12,997 SF
0.298 Acres

098-070-00
22,308 SF
0.512 Acres

098-072-00
11,739 SF
0.270 Acres

098-073-00
12,971 SF
0.297 Acres

098-065-00
24,401 SF
0.560 Acres

098-047-00
3,058 SF

098-043-00
16,153 SF

R. D. Edmunds & Sons, Inc.
221 Franklin Street
Franklin, New Hampshire 03235

COPY

(603) 934-4929
Fax (603) 934-2683

CONTRACT

To: Mr. David Waldo
43 Summit Street
Franklin, NH 03235

May 9, 2014

Location: 41 Summit Street, Franklin, NH 03235

We hereby submit specifications and estimate for demolishing house and shed on the above referenced project. Remove and dispose of to the landfill and fill in cellar hole to grade off lot.

Estimated Cost: \$10,000.00-\$12,000.00

We hereby propose to furnish the above complete in accordance with the above specifications for the sum of _____ See Above _____ Dollars

Payments to be made as follows: Amount down \$____
Difference on completion of job \$____

6% interest will be added after 30 days plus legal fees if it is necessary to submit the account for collection.

All material used in this contract is guaranteed to be as specified, and the entire job is to be done in a neat and substantial manner.

Any alterations or deviations from the specifications herein agreed upon involving extra cost of labor and material will be executed only upon a written order for same, and will become an extra charge over the sum mentioned in this contract.

The work above is guaranteed only against any defect in workmanship and materials.

R. D. EDMUNDS & SONS, INC.
Signed by Richard D. Edmunds Pres.

Richard D. Edmunds

ACCEPTANCE OF CONTRACT

The foregoing terms, specifications and conditions are satisfactory, and the same are hereby accepted and agreed to, and hereby authorize you to execute the same.

Date _____ Signed _____

Sand, Gravel & Loam
Backhoe Work
Trucking

Septic Systems
Excavating
Snow Plowing

Loader Work
Snow Removal
Bulldozing

Equipment Moving
Site Work
Drainage Work

PURCHASE AND SALE AGREEMENT

AGREEMENT made as of this ____ day of _____, 2014, by and between the City of Franklin, a New Hampshire municipal corporation having an address of 316 Central Street, Franklin, New Hampshire 03235 (the "Seller") and David L. Waldo and Nancy A. Waldo, husband and wife, of 43 Summit Street, Franklin, New Hampshire 03235 (the "Buyer").

WITNESSETH

For and in consideration of the mutual agreements herein contained and the consideration herein expressed, Buyer and Seller agree as follows:

1. Description and Sale of Premises. Subject to and upon the terms and conditions hereinafter expressed, Seller agrees to sell and convey and Buyer agrees to purchase certain premises located 41 Summit Street, in the City of Franklin, County of Merrimack and State of New Hampshire, consisting of an area of approximately 5,148 square feet, being Tax Lot 098-047-00 (the "Premises") on which are located three buildings, i.e. house, garage and shed (the "Structures").
2. Consideration. The consideration for this Agreement is the obligation of the Buyer to (a) demolish and remove the Structures identified in Section 1; (b) cut and cap the sewer line at the foundation; (c) backfill the cellar hole with clean gravel level with the existing yard elevation; and (d) loam and seed the disturbed area, all at the sole expense of the Buyer.
3. Title. Seller shall convey fee simple title to the Premises to Buyer by quitclaim deed. Buyer may, at Buyer's sole cost and expense, cause the title to the Premises to be examined. If upon examination of the title, Buyer or Buyer's representative find that the title to the Premises is not good and marketable, then Buyer shall notify Seller of the encumbrance or defect causing title to the Premises to not be marketable. Seller shall have the option to take reasonable steps necessary to clear title within a reasonable time thereafter as to any matters which are defects or clouds on the title or to cancel this Agreement. If Seller elects not to clear title, then Buyer may take such title as Seller can convey but subject to the obligations set forth in Section 2 and to the conditions set forth in Section 9.
4. Possession. Seller shall deliver exclusive possession of the Premises to Buyer at closing, free and clear of all tenants, occupants and personal property.
5. Brokerage Commission. The parties agree that this agreement was negotiated without the involvement of a real estate broker and each party represents that they have not engaged the services of a real estate broker. If any claim on behalf of any broker or agent is made or upheld, then the party against or through whom such claim is made shall defend, indemnify and hold the other harmless against any damages, costs or expenses in any way attributable to such claim, including, without limitation, reasonable attorney's fees.
6. Closing. Seller shall transfer title to the Premises to Buyer at such place as the parties may mutually agree at a closing which shall be held on or before _____, 2014.
7. Notice. Whenever notice must be given under the provisions of this Agreement, such notice must

be in writing and either hand delivered or sent by certified mail, return receipt requested, postage prepaid and addressed as follows (until either party notifies the other in writing of a different address):

If to Seller: City of Franklin
Attention: Elizabeth Dragon, City Manager
316 Central Street
Franklin, NH 03235

If to Buyer: David L. Waldo & Nancy A. Waldo
43 Summit Street
Franklin, NH 03235

8. Financing: This Agreement is not contingent upon the Buyer obtaining financing.

9. Conditions. The parties agree that the following conditions shall apply to this Agreement, any of which the parties may mutually waive:

(a) The Buyer shall file for voluntary merger of the Premises with their current property known as 43 Summit Street, Franklin, New Hampshire pursuant to RSA 674:39-a and shall accept a deed requiring the merger of the two properties and acknowledging that the Premises may not be separately conveyed. This condition shall survive the closing of transfer of title. Buyer shall take all reasonable steps required by Seller to establish the merger or record with the Merrimack County Registry of Deeds.

(b) If, during demolition, lead or asbestos material is discovered, Seller shall be responsible for any asbestos or other survey necessary to identify such materials and to pay for the removal thereof.

(c) Seller shall undertake to obtain a release of an easement given by Barbara M. White and Sherri M. White to Finance America Corporation of New Hampshire, Inc. dated December 2, 1981, recorded in Book 1409, Page 481, Merrimack County Registry of Deeds.

(d) Seller will make an effort to work with R. D. Edmonds & Sons, Inc. to lower Buyer's cost of demolition by allowing the use of the Seller's tipping fee for disposal and will request that the city council waive the demolition permit fee of \$50.00. There is no guarantee that Seller will be successful in lowering the disposal fee or waiving the demolition permit fee and failure to do so shall not relieve Buyer from its obligation to acquire the Premises.

10. Miscellaneous.

(a) This Agreement and any addendums or schedules referenced herein contain the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporary agreements, understandings, representations and statements, oral or written, are merged herein. No modification, waiver, amendment, discharge or change of this Agreement will be valid unless in writing and signed by the party against whom enforcement of such modification, waiver, amendment, discharge or change is sought.

(b) The interpretation of this Agreement and the rights and obligations of Buyer and Seller hereunder will be governed by the laws of the State of New Hampshire.

(c) The provisions, covenants and agreements herein contained will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

(d) This Agreement may be executed in two or more counter parts, each of which will be deemed an original, but all of which collectively constitute one and the same agreement.

(e) The effective date of this Agreement shall be that latter date on which all parties have signed and dated this Agreement and all changes have been initialed and dated by the Seller and Buyer.

(f) Any dispute between Buyer and Sellers related to this Agreement that is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally.

IN WITNESS WHEREOF the parties have executed this Agreement which shall become effective on the last date that all parties have signed this Agreement and initialed all changes.

Seller: City of Franklin

By: _____
Elizabeth Dragon, City Manager

Date: _____, 2014

Buyer:

David L. Waldo

Date: _____, 2014

Nancy A. Waldo

Date: _____, 2014