



April 10, 2026

To: City Council

From: Dustin Harrison, Building Official/Zoning Administrator

Re: Homes for Tomorrow Program

Executive Summary

Subject: The Homes for Tomorrow Program: Further discussion of the program

The Building Department has presented the Homes for Tomorrow Program to the West Plains Planning Commission to recommend adoption by the City Council of the City of West Plains, Missouri. The Program will be voluntary for properties that meet certain requirements. Two options will be available as follows:

1. The 50/50 Demolition Program wherein the City and the property owner share equally in the cost to demolish the substandard structure(s).
2. The 100% Demolition Program wherein the City will pay the total cost to demolish the substandard structure(s) if the property owner agrees to voluntarily transfer ownership of the property to the City prior to the demolition.

The City of West Plains further requires that a new single-family dwelling be constructed on both the newly demolished 50/50 Program property as well as the newly acquired 100% Program property within two (2) years. Participation in either program requires that the prospective 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.

This request was heard by the West Plains Planning Commission on April 7, 2026, and recommended for approval.

Fiscal Impact

As budget allows.

A RESOLUTION OF THE CITY OF WEST PLAINS, MISSOURI, APPROVING THE ADOPTION OF DILAPIDATED TO NEW, DEMOLITION PROGRAMS UNDER CERTAIN GUIDELINES.

WHEREAS, Section 67.400 RSMo et seq authorizes the City of West Plains to order the demolition of dangerous structures as such structures endanger the health, safety and welfare of the community; and

WHEREAS, in the event that an interested party does not voluntarily demolish a dangerous structure, the City must fund the cost of the demolition and the cost thereof is a lien against the property and a personal debt of the property owner; and

WHEREAS, the City Council of the City of West Plains, Missouri desires to timely remove dangerous structures for the health, safety, and welfare of the community while at the same time promoting single-home ownership, an investment in the City's housing stock, and stabilization of neighborhoods; and

WHEREAS, the City of West Plains will allow 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, safety, and welfare; and

WHEREAS, THE City of West Plains will allow certain property owners to voluntarily participate in the 100% Demolition Program wherein the City will pay the total cost to demolish structures that are substandard, hazardous, and dangerous to the public health, safety, and welfare as long as the property owner agrees to voluntarily transfer ownership of the property to the City prior to the demolition; and

WHEREAS, participation in either program requires that the prospective 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

WHEREAS, the City of West Plains further requires that a new single-family dwelling be constructed on both the newly demolished 50/50 Program property as well as the newly acquired 100% Program property within two (2) years,

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

Section 1: The City Council hereby approves the Property Owner's Demolition Certification, Release, and Agreement for the City's 50/50 Demolition Program, substantially in the form attached hereto as **Exhibit A**. The property owner must agree to abide by the terms set in said Agreement including, but not limited to, the construction of a new single-family home within two (2) years of completion of the demolition. All agreements for the 50/50 Demolition Program will be presented to the City Council for approval by Resolution.

Section 2: The City Council hereby approves the Property Owner's Demolition Certification, Release, and Agreement for the City's 100% Demolition Program, substantially in the form attached hereto as **Exhibit B**. All agreements for the 100% Demolition Program will be presented to the City Council for approval by Resolution.

Section 3: Upon completion of demolition of structures for the 100% Demolition Program, the City will offer any/all properties available to be sold through a sealed bidding process. A copy of a sample bid form application is attached hereto as **Exhibit C**.

Section 4: Once the bidding process has been completed, the City Council will, by Ordinance, choose the successful bidder and authorize the execution of a Quit Claim Deed, a sample of which is attached hereto as **Exhibit D**, to the new owner of the property which includes a deed restriction that a new single-family dwelling be constructed on said property and occupied within two (2) years of closing with a right of reversion to the City in the event that construction does not occur. Failure of the new property owner to comply with the conditions of the Agreement/Quit Claim Deed will result in the property ownership reverting back to the City of West Plains and all monies paid being forfeited.

Section 5: The Mayor is hereby authorized to sign this Resolution approving it on behalf of the City Council.

Section 6: The City Clerk is directed to attest to the Mayor's signature.

Section 7: This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 20_____.

CITY OF WEST PLAINS, MISSOURI

(SEAL)

MAYOR MICHAEL TOPLIFF

Attest:

CITY CLERK KELLIE MAYERS

EXHIBIT A

PROPERTY OWNER'S DEMOLITION CERTIFICATION, RELEASE, AND AGREEMENT TO PARTICIPATE IN THE CITY OF WEST PLAINS, MISSOURI 50/50 DEMOLITION PROGRAM

I or We, the undersigned, being the owner(s) 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, safety, and welfare and further constitute a nuisance; do hereby grant the City of West Plains, Missouri permission to enter the property described above and demolish the above specified structures and to dispose of all resulting demolition debris.

The permission that I or We have granted to the City to enter the property extends to all city officials, employees, contractors, and representatives and extends to all purpose related to the demolition including inspections, review by potential bidders, and the demolition itself.

In consideration of participation in the Program and the financial benefit, I or We release the City from 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 or We also hereby agree to the following:

1. That the cost of the demolition and removal of the demolition debris and an asbestos inspection and removal of the asbestos debris of the above specified structures, \$ _____, shall be shared evenly by Myself or Ourselves and the City of West Plains. I or We hereby further agree that I or We shall pay to the City My or Our portion of the total cost three (3) days before the City begins demolition. I or We understand that failure to pay the City My or Our portion of the total cost shall be considered a material breach of this agreement and release the City from any obligation to demolish 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 or us to prosecution in municipal court or other legal action. Further, if I or We continually fail to comply with the City's codes relating to property maintenance and nuisance that I or We will refund to the City the portion of the total cost of the demolition and removal of the demolition debris and an asbestos inspection and removal of the asbestos debris paid by the City within (sixty) 60 days of receipt of written demand from the City.
3. That within two (2) years of demolition of the above specified structures that I or We will begin construction of a single-family residential structure on the property listed above. If I or We fail to comply with this provision, I or We agree to pay to the City, the City's portion of the cost of demolition and removal of the demolition debris and an asbestos inspection and removal of the asbestos debris 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 OR WE HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT. IN WITNESS WHEREOF I OR WE HAVE HEREUNDER SET MY OR OUR HAND(S) THIS

_____ (DAY) OF _____, (MONTH) _____ (YEAR).

PROPERTY OWNER SIGNATURE(S)

PROPERTY OWNER PRINTED NAME(S)

CITY OFFICIAL SIGNATURE

EXHIBIT B

**PROPERTY OWNER'S DEMOLITION CERTIFICATION, RELEASE, AND
AGREEMENT TO PARTICIPATE IN THE CITY OF WEST PLAINS, MISSOURI
100% DEMOLITION PROGRAM**

I or We, the undersigned, being the owner(s) 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, safety, and welfare; do hereby grant the City of West Plains, Missouri, permission to enter the above-described property and demolish the above specified structures and to dispose of all resulting demolition debris, and any asbestos debris found after an asbestos inspection is made. The City shall have a full property title search performed before this agreement is made. The property must be free of all attached liens. The City shall pay 100% of the costs for the title search, asbestos inspection, demolition, and disposal of asbestos and demolition debris.

I or We grant the City permission to enter upon the property listed above at any time to perform inspections and demolition work.

In consideration of participation in the program and the financial benefit conferred by such program, I or We release the City from all claims, demands or actions for damages for all personal injuries, or loss or damage to property sustained in or growing out of said demolition, and from complications arising therefrom.

I or We acknowledge and agree that the structure located on the property must be demolished and the cost of the demolition exceeds the value of the property in its as-is condition. In consideration of the City paying the costs of demolition, I or We hereby agree that at least fifteen (15) days prior to planned demolition of the above specified structures that I or We will execute a general warranty deed in favor of the City transferring the property commonly known as

_____ (ADDRESS OF STRUCTURES)
to the City of West Plains, Missouri.

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

**I OR WE HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT. IN WITNESS
WHEREOF I OR WE HAVE HEREUNDER SET MY OR OUR HAND(S) THIS**

_____ (DAY) OF _____, (MONTH) _____ (YEAR).

PROPERTY OWNER SIGNATURE(S)

PROPERTY OWNER PRINTED NAME(S)

CITY OFFICIAL SIGNATURE

Exhibit C

**Bid Application
City of West Plains, Missouri**

The intent of the sale is to convert formerly dangerous and/or abandoned property into single-family housing and improve public infrastructure (installation of sidewalks) as required. Sealed bids must be clearly marked 'SEALED BID-Residential Lots' and turned into the Office of the City Clerk by, Date _____, Time _____, at which time the bids will be opened and publicly read.

Bidder's Information

Name(s)/Business: _____

Address: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Property Information

Property Address _____ **Bid Price:** _____

Property Legal Description:

Each Bidder should attach hereto the plans and renderings for construction.

By submitting this Bid. Bidder acknowledges that Bidder has read and understands the program requirements. Further, Bidder acknowledges and agrees that the Property will be conveyed by a Quit Claim Deed which will contain (1) a Deed Restriction requiring the construction of a single family home within the time period set forth therein and (2) an automatic reversion to the City of West Plains in the event that a single family home is not completed and occupied within the time period set forth in the Quit Claim Deed.

The City of West Plains, Missouri is the sole owners of the property located in West Plains, Missouri. The City will evaluate bids based on timeline for construction, specifications for construction, amenities, the purchase price offered and other considerations that the City deems appropriate. The City reserves the right to reject any and all bids that do not meet the estimated value and intent of the sealed bids. Contact Dustin Harrison, Building and Zoning Official at (417)256-7176 ext. 2218 if you have any questions.

Exhibit D
QUIT CLAIM DEED

THIS DEED made this _____ day of _____, 20____ between the City of West Plains, Missouri, a political subdivision, 1910 Holiday Lane, West Plains, Missouri 65775, Grantor, and NEW PROPERTY OWNER, _____ (Mailing address of Grantee), Grantee.

WITNESSETH: In consideration of the payment of the sum of **(Insert Amount of Dollars)** AND OTHER VALUABLE CONSIDERATION **(Insert \$Numerical Dollar Amount & O.V.C.)**, the receipt of which is hereby acknowledged, Grantors do hereby REMISE, RELEASE, AND FOREVER QUIT CLAIM to Grantee, any right, title or interest the Grantor may have in a tract of land, lying situated and being in the county of Howell, State of Missouri, to wit:

LEGAL DESCRIPTION: (Insert Legal Description)

Also known as (Insert Property Address)

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges and appurtenances thereunto belonging, unto Grantee, its successors and assigns forever, so that neither Grantor nor their heirs, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to aforementioned premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred, *so long as the grantee constructs a single-family residential structure on the afore described tract of land within two (2) years of the date first written above.*

The City of West Plains reserves to itself a reversionary interest. The afore described property shall automatically revert to the City of West Plains upon the date that is two (2) years from the date first written above if a single family residence, which complies with the bids, code, and regulations, is not completed and occupied.

IN WITNESS WHEREOF, the parties have caused these presents to be signed on the day, and year first written above.

GRANTOR:

By: _____
Mayor **Insert Mayor**

ATTEST:

City Clerk

**GRANTOR
ACKNOWLEDGMENT**

STATE OF MISSOURI)
) SS:
COUNTY OF HOWELL)

ON THIS _____ day of _____, **20** _____ before me , personally appeared the honorable **Insert Mayor** to me personally known, who being by me duly sworn, did say that he or she is the Mayor **Insert Mayor** of the City of West Plains, Missouri, a Missouri municipality, and that said instrument was signed on behalf of said City of West Plains, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in _____, County, the day, and year last written above.

(SEAL)

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My Commission Expires: _____

ACCEPTED BY INSERT GRANTEE (GRANTEE)

Insert Grantee(s) Name

Insert (Grantee(s) Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS:
COUNTY OF HOWELL)

ON THIS _____ day of _____, **Insert Year** before me , personally appeared **Insert Grantee** and **Insert Grantee** owners of **Insert Company (If applicable)** to me personally known as the persons described in and who executed the foregoing instrument and acknowledged that they executed the same free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in _____, County, the day, and year last written above.

(SEAL)

Printed Name: _____

Notary Public in and for said State

Commissioned in _____ County

My Commission Expires: _____