

**CITY OF JOPLIN
COUNCIL AGENDA ITEM**

ITEM

Council Bill 2023-006 – Approval of a Real Estate Contract

MEETING DATE

April 3, 2023

ORIGINATING DEPT

Finance

ATTACHMENTS

CB 2023-006 Ordinance; Exhibit "A" Real Estate Purchase Contract.

REVIEWED BY

Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY

This Council Bill approves a real estate contract for the sale of one parcel located at 115 E. 34th Street.

BACKGROUND

The City declared several pieces of property as excess and offered them for sale with a bid opening on February 27, 2023. This property was listed with a minimum bid price of \$80,000.00.

The City received one bid for 115 E. 34th St., which had a minimum bid price of \$80,000.00. Richard and Tony Williams submitted the only bid with a sales price of \$80,100.00. The property is currently zoned C-3 and contains approximately 30,361 square feet of land.

The City will complete the sale of this parcel on or before May 1, 2023.

FUNDING SOURCE

This item is not applicable for this council bill.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis.

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2023, by and between the City of Joplin, Missouri, a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the "**Seller**", and Richard J. Williams and Tony Williams, hereinafter referred to as the "**Buyers**".

W I T N E S S E T H :

1. **SALE AND PURCHASE.** For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyers agree to buy, upon the terms and conditions hereinafter set out, real estate located at 115 E. 34th Street, Joplin, MO, the real estate described as follows:

"All of Lot Numbered Twenty-two (22) EXCEPT the East 32 feet thereof, and all of Lots Numbered Twenty-three (23) and Twenty-four (24) in PARK PLAZA ADDITION to the City of Joplin, Newton County, Missouri, according to the recorded Plat thereof, EXCEPT highway right-of-way to the State of Missouri." Property commonly known as 115 E. 34th Street.

2. **PURCHASE PRICE.** The purchase price to be paid by the Buyers therefor is Eighty Thousand One Hundred Dollars (\$80,100.00). The purchase price shall be payable at closing in cash or by cashier's check. Buyers shall deliver \$1,000.00 earnest money to Seller upon execution of this Contract, which will be applied at closing to the purchase price.

3. **CONVEYANCE FORM.** The Seller shall convey said real estate to Buyers by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. **EXCEPTIONS.** The real estate shall be conveyed subject to the following:

- a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;
- b) Zoning ordinances in effect at the date of the signing of this contract;
- c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and
- d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. **CLOSING.** The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before May 1, 2023, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyers shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyers

shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyers at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyers at closing.

7. CONDITION OF PROPERTY. The Buyers have inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyers at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyers written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyers, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyers covenant, represent, and warrant to Seller, as follows:

1. Buyers are authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyers, their assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyers harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyers hereby agree to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyers' representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyers, or their agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyers' breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyers, a Quit Claim Deed conveying the Property to Buyers, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyers shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No

modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyers full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This Contract is contingent upon Seller obtaining approval of this contract by its City Council, which Seller shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that \$1,000.00 earnest money shall be paid to the Seller to secure Buyers' performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

**City of Joplin Missouri, a
Missouri Municipal Corporation**

Richard J. Williams & Tony Williams

By _____
Nicholas Edwards, City Manager
"SELLER"

By: _____
Richard J. Williams

By: _____
Tony Williams
"BUYERS"

ATTEST:

By _____
Holly Nagy, City Clerk

Approved as to Form:

By _____
Peter C. Edwards, City Attorney

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Richard Williams and Tony Williams, for the sale of one parcel located at 115 E. 34th Street, Joplin, Missouri, totaling approximately 30,361 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Real Estate Contract, in the amount of Eighty Thousand One Hundred Dollars (\$80,100.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and RJ Williams for the sale of one parcel located at 115 E. 34th Street, Joplin, Missouri, totaling approximately 30,361 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the property is described as: "All of Lot Numbered Twenty-two (22) EXCEPT the East 32 feet thereof, and all of Lots Numbered Twenty-three (23) and Twenty-four (24) in PARK PLAZA ADDITION to the City of Joplin, Newton County, Missouri, according to the recorded Plat thereof, EXCEPT highway right-of-way to the State of Missouri." Property commonly known as 115 E. 34th Street.

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney