

**CITY OF CUBA, MISSOURI
SPECIAL MEETING OF THE BOARD OF ALDERMEN
THURSDAY – SEPTEMBER 14, 2017 – 5:30 P.M.
CUBA CITY HALL COUNCIL ROOM**

1. Call to Order
 - A. Pledge of Allegiance
 - B. Roll call
 - C. Agenda approval

2. Bill No. 1821 – An ordinance authorizing the Mayor to enter a contract with R&R Development West LLC for the purchase of real estate.

3. Adjournment

POSTED 09.12.17

BILL NO. 1821

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO A CONTRACT WITH R & R DEVELOPMENT WEST LLC FOR THE PURCHASE OF REAL ESTATE.

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into a contract with R 7 R Development West LLC for the purchase of real estate.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into a contract with R & R Development West LLC for the purchase of real estate. A copy of said agreement is attached hereto as Exhibit A.

Section 2: The Mayor is hereby authorized to execute the agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2017.

RAY MORTIMEYER, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2017.

RAY MORTIMEYER, MAYOR

Attest:

CHRISTINE NASH, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____

Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2017	Vote on Second Reading On _____, 2017
Kevin Copling		
Nancy Montgomery		
Don Mizell		
Warren Graddy		
Cody Leathers		
Jeff Bouse		

Contract for Sale of Real Estate

This Contract is entered into as of the date of the last to sign below between, **R& R Development West, LLC** (Seller) and **City of Cuba**, a Missouri municipal corporation of the fourth class (Buyer).

1. **Property** - Seller agrees to sell and Buyer agrees to buy upon the terms and conditions set forth herein real property (Property) located in Crawford County, Missouri, described as follows:

All of Lots 19 and 20 in Town & Country Subdivision

2. **Price and Payment** - Subject to the adjustments described below, the purchase price for the Property shall be FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$44,000.00) payable in cash at closing.

3. **Conveyance and Title Standards** - Marketable title in fact the Property shall be conveyed by warranty deed free and clear of all encumbrances except as herein provided. The title herein required to be furnished is marketable title as set forth in Title Examination Standards of The Missouri Bar. Any encumbrance or defect in the title which is within the scope of any of said Title Standards shall not constitute a valid objection on the part of Buyer; provided Seller furnishes the affidavits or other title papers, if any, described in the applicable title standard.

4. **Title Requirements** - Seller shall within twenty (20) days hereof deliver to Buyer a commitment to issue an owner's policy of title insurance in the amount of the purchase price naming Buyer as the insured written by a title insurance company acceptable to Buyer which policy shall insure the owner's title to be in the condition called for by this contract and which commitment shall provide that said policy shall be issued forthwith after Seller's warranty deed shall be placed of record. After delivery of said title insurance commitment, Buyer shall have twenty (20) days to examine said title insurance commitment and notify Seller in writing of any objections thereto. If there be any objections, Seller shall within a reasonable time furnish to Buyer a new or amended title insurance commitment satisfying any such objections, but if such commitment shall not be furnished within a reasonable time after said notice, Buyer at Buyer's election may avoid this contract by written notice to Seller. If the failure to furnish a title insurance commitment is due to the fact that title defects cannot be corrected, then this contract shall be void unless Buyer gives notice to Seller in writing of Buyer's election to waive such defects. Seller shall pay the cost for the issuance of the title insurance commitment. Buyer shall pay the cost for the title insurance premium.

5. **Taxes** - City shall be responsible for property tax.

6. **Representations** - Buyer has inspected and carefully examined the Property and neither Seller nor any other person on Seller's behalf has made and does not now make any representations, warranties, or agreements as to the value, condition, quality or suitability of the Property except as stated in the following paragraph. By signing this contract, Seller confirms that the contract has been duly approved by Seller's members and Buyer confirms that the contract has been approved by Buyer's board of aldermen. Each party shall provide the other with such other assurances as may be reasonably requested to confirm the authority of a party to proceed hereunder.

7. **Environmental** - Seller represents that Seller has no knowledge of any toxic or hazardous substances, waste materials, or gases in, on, or under the Property or of any underground storage repository. Buyer may at Buyer's cost within thirty (30) days of acceptance of this contract order inspections and tests for such materials. In such event, performance of Buyer under this contract is contingent upon the inspection and/or test results showing no toxic or hazardous substances, waste materials or gases being in or on the Property at levels above those set by the U.S. Environmental Protection Agency and the Missouri Department of Natural Resources as acceptable, or if there is no such level for the particular substances, waste materials or gases then not above such level as would be expected to occur naturally on the Property or not be a health hazard. If such an inspection and/or test is not ordered by Buyer within the twenty (20) day period, this contingency shall be deemed waived. Seller shall not interfere with any testing materials which must temporarily be placed on the Property and shall cooperate with those persons performing the

test or inspection. If the inspection or test results show levels above acceptable levels, Buyer shall deliver a copy of the inspection or test report to Seller within fourteen (14) days of receipt of same. In such case, Seller may elect to effectuate a clean-up or to rescind this contract. In the event Seller effectuates a clean-up, Seller, at Seller's expense, will provide a re-inspection or testing prior to the closing, the result of which will show that the toxic or hazardous substances, waste materials or gases have been removed or reduced to acceptable levels. Seller shall make available to Buyer the results of any environmental assessments previously conducted by Seller.

8. Survival - The terms and conditions of this contract shall survive closing and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties.

9. Notices - Any notice or demand provided for herein may be given to the party to be served by personal service or by certified mail addressed to Buyer at City of Cuba, ATTN: Mayor, P.O. Box K, Cuba, MO 65453, or to Seller at 114 S. Smith St. Cuba, MO 65453. Any such notice shall be deemed "delivered" effective as of the date of such mailing.

10. Closing and Costs - This transaction shall be closed not later than ninety (90) days following the effective date hereof at a date, time and place reasonably agreed upon by the parties, at which time all money and papers shall be delivered and transferred and absolute possession of the property shall be delivered to Buyer. In the event of title defects requiring corrective work on the part of Seller, this Contract shall be closed within three (3) days after correction of said title defects at the above place at a date and hour to be selected by Seller. Buyer shall pay for preparation of this Contract. Buyer shall pay for preparation of Seller's warranty deed. Buyer shall pay all other typical closing costs.

11. Damages - In the event either party performs that party's part of this contract or tenders performance thereof, and the other party materially defaults in the other party's part of this contract to close, the non-defaulting party shall be entitled to actual damages, costs, expenses and reasonable attorney's fees. Either party shall have the right to require specific performance of this contract. In the event Seller performs Seller's part of this contract or tenders performance thereof, and Buyer fails to perform Buyer's part, then the deposit paid upon execution of this contract shall be retained by Seller as partial damages, it being agreed that actual damages to Seller would in any event exceed this amount.

12. Assignment - The terms and conditions of this Contract, and the obligations, rights and duties of Buyer shall not be assigned except to another entity the ownership of which is substantially the same as that of Buyer at the time this Contract was executed.

13. Counterpart and Facsimile - This contract may be signed in one or more identical counterpart copies which counterpart copies when signed by all the parties hereto shall constitute a fully binding contract. A facsimile signature shall have the same effect as an original signature.

Signed by the parties as follows:

<p>Buyer: City of Cuba, Missouri</p> <p>Date: _____, 2017</p> <p>By: _____ Ray Mortimeyer, Mayor</p> <p>Attest: _____ Christine Nash, City Clerk</p>	<p>Seller: R & R Development West, LLC</p> <p>Date: _____, 2017</p> <p>_____ Doug Rutz, Authorized Agent</p>
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