CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024-004 – approving a Real Estate Contract by and between the City of Joplin, Missouri, and Vita Nova Village, for the sale of one parcel located at 1201 S. Byers Avenue.

MEETING DATE
October 21, 2024

REVIEWED BY:
Peter Edwards, City Attorney; Troy Bolander, Director of Planning, Development & Neighborhood Services; Leslie Haase, Finance Director; Nicholas Edwards, City Manager.

SUMMARY:

This Council Bill approves the Real Estate Contract between the City of Joplin and Vita Nova Village for the sale of the City's property located at 1201 S. Byers Avenue for the sum of Five Hundred Dollars ($500.00).

BACKGROUND:

The City acquired real estate known as 1201 S. Byers through a Sheriff's Sale and declared the real estate surplus property.

The City advertised this real estate for public auction and received one (1) bid, along with a Development Plan by the bidder to develop a tiny village that will provide twenty (20) tiny homes for homeless individuals in Joplin.

The bid was for Five Hundred Dollars ($500.00), which is less than fair market value (FMV); however, the proposed development addresses a critical need related to homelessness in the City, and the Agreement contains a Reversionary Clause whereby the real estate will transfer back to the City if the development doesn't occur.

RECOMMENDATION:
Staff recommends this council bill be placed on First Reading.

ATTACHMENTS:
Council Bill No. 2024-004; Real Estate Contract (Exhibit "A")

PCE:ab

COUNCIL BILL NO. 2024-004 ORDINANCE NO. _____

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Vita Nova Village, for the sale of one parcel located at 1201 S. Byers Avenue, Joplin, Missouri, and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, the City acquired real estate known as 1201 S. Byers through a Sheriff's Sale and declared the real estate surplus property.

WHEREAS, the City advertised this real estate for public auction and received one (1) bid, along with a Development Plan by the bidder to develop a tiny village that will provide twenty (20) tiny homes for homeless individuals in Joplin.

WHEREAS, the bid was for Five Hundred Dollars ($500.00), which is less than fair market value (FMV); however, the proposed development addresses a critical need related to homelessness in the City, and the Agreement contains a Reversionary Clause whereby the real estate will transfer back to the City if the development doesn't occur.

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 Five Hundred Dollars ($500.00), by and between the City of Joplin, Missouri, a Municipal Corporation, Seller, and Vita Nova Village, Buyer, for the sale of one parcel located at 1201 S. Byers Avenue, Joplin, Missouri, 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 City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Council Bill shall have an effective date of November 4, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____ day of _____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of October, 2024, by and between the **City of Joplin, Missouri**, a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"**, and **Vita Nova Village**, a Missouri Nonprofit Corporation, hereinafter referred to as the **"Buyer"**.

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 Buyer agree to buy, upon the terms and conditions hereinafter set out, real estate located at 1201 S. Byers Ave., Joplin, MO (the "Property"), the real estate described as follows:

"THE PORTION OF THE FOLLOWING TRACT LYING WEST OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE l/4) OF THE NORTHEAST QUARTER (NE l/4) OF SECTION 10, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI, A PART OF MISCELLANEOUS TRACT NUMBERED FORTY-EIGHT (48) IN SECTION 10, TOWNSHIP 27, RANGE 33, AND A PART OF LOTS NUMBERED SEVENTEEN (17) AND EIGHTTEEN (18) IN CARTER'S FIRST ADDITION AND THAT PART OF VACATED 12TH STREET LYING BETWEEN AND ADJOINING LOTS SIXTEEN (16) AND SEVENTEEN (17) CARTER'S FIRST ADDITION, AND A PART OF VACATED PEARK STREET IN THE CITY OF JOPLIN, JASPTER COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 59'40" EAST 440.0 FEET, THENCE SOUTH 212.5 FEET MORE OR LESS TO A POINT BEING 25.0 FEET NORTH OF THE CENTERLINE OF MA.IN BURLINGTON NORTHER RAILROAD TRACK, THENCE ON A CHORD NORTH 80 DEGREES 25'10" WEST 409.92 FEET AND PARALLEL WITH THE CENTERLINE OF SAID RAILROAD TO THE EAST LINE OF BYERS AVENUE, THENCE NORTH 144.0 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. AND THE PORTION OF THE FOLLOWING TRACT LYING EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE l/4) OF THE NORTHEAST QUARTER (NE l/4) OF SECTION 10, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI, A PART OF MISCELLANEOUS TRACT NUMBERED FORTY-EIGHT (48) IN SECTION 10, TOWNSHIP 27, RANGE 32, AND A PART OF LOTS NUMBERED SEVENTEEN (17) AND EIGHTEEN (18) IN CARTER'S FIRST ADDITION, AND A PART OF VACATED PEARK STREET IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20 FEET NORTH OF THE POINT WHERE THE NORTH LINE, IF 12TH STREET WAS EXTENDED, INTERSECTS THE EAST LINE OF BYERS EVENUE IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 59'40" EAST 404.0 FEET, THENCE SOPUTH 212.5 FEET MORE OR LESS TO A POINT BEING 25.0 FEET NORTH OF THE CENTERLINE OF MAIN BURLINGTON NORTHERN RAILROAD TRACK, THENCE ON A CHORD NORTH 80 DEGREES 25'10" WEST 409.92 FEET AND PARALLEL WITH THE CENTERLINE OF SAID RAILROAD TO THE EAST LINE OF BYERS

EXHIBIT "A"

AVENUE, THENCE NORTH 144.0 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

2. PURCHASE PRICE. The purchase price to be paid by the Buyer therefor is Five Hundred Dollars ($500.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. REVERSIONARY CLAUSE. It is the intent of the parties to have the real estate, legally described above, revert back to the City in the event construction of the Vita Nova Village tiny home village (the "village"), comprised of twenty (20) four hundred (400) square foot homes is not completed within thirty-six (36) months from the date of Closing. If Buyer fails to complete this project, then upon written notice by the City to Buyer, electing to exercise its rights pursuant to this Section 3, title to the Property shall revert back to the City and said reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds, or other matters affecting such portion of the Property which were made or created after the date of this Agreement. If construction is in progress on the thirty-six (36) month anniversary date, the parties agree to extend the anniversary date to coincide with the expected completion date of the village by a written, signed extension agreement, not to exceed one (1) year. In the event Buyer does complete construction of the village on the Property and commences operation thereof within such time period, then the City shall execute an instrument, in recordable form reasonably acceptable to the parties, acknowledging the satisfaction of said condition and the termination of City's reversionary interest in the Property. This reversionary clause shall be included in the Quit Claim Deed and recorded with the Jasper County Recorder.

4. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed. Seller makes no warranty or representations about the marketability of title for this real estate. Seller only conveys whatever interest it has in the real estate, which it acquired by a Sheriff's Deed.

5. 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. Any real estate and property taxes due and owing on the property for 2024 and any prior years are solely the responsibility of Buyer.

6. CLOSING. The parties agree that the closing of this contract shall take place at City Hall on or before November 8, 2024, 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. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees, if required by Buyer.

7. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract.

8. CONDITION OF PROPERTY. The Buyer has 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.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, 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.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer is a Missouri nonprofit corporation and is 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. HOLD HARMLESS. Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expenses arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agent 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.

11. 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 Buyer, a Quit Claim Deed conveying the Property to Buyer, that includes a reversionary clause as set forth in Section 3.

b) At closing, Buyer 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.

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

13. 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.

14. 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.

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

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

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

18. 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.

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

20. SPECIAL TAX BILL. After Closing, the City will cancel any special tax bills that have been assessed by the City against the Property.

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

"SELLER" "BUYER"

City of Joplin Missouri,
a Missouri Municipal Corporation

By_____
Nicholas Edwards, City Manager

Vita Nova Village,
a Missouri Nonprofit Corporation

By: Rhonda Thompson
Rhonda Thompson, ~~President &~~ RD
Executive Director

ATTEST:

By_____
Holly Nagy, City Clerk