

BILL NO. 2026-003

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, APPROVING A RESTORATION OR DEMOLITION AGREEMENT

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

Section 1. The agreement attached hereto is approved as an obligation of the City of Nevada, Missouri.

Section 2. The City Manager and City Clerk are hereby authorized and directed to execute the same.

PASSED, APPROVED AND ADOPTED, by the City Council of Nevada, Missouri, this ___ day of January 2026.

(seal)

CAROL BRANHAM, MAYOR

ATTEST:

CYNTHIA DYE, CITY CLERK

**Agreement Addressing Restoration of Property
Or Removal of Improvements at
312 South Pine Street, Nevada, MO**

This agreement is made and entered into this ___ day of _____, 2026, by and between Richard L. Schulze, (hereafter buyer) a single person of Vernon County, Missouri, and the City of Nevada, Missouri.

WITNESSETH:

That Whereas, the City of Nevada, Missouri has expended funds related to clean up and abatement of nuisances under both Chapter 6 and Chapter 21 of the Code of the City of Nevada, Missouri, at 312 South Pine Street, Nevada, Missouri, and claims a lien for approximately \$3,510.57 arising by reason of said expenditures, and abatement procedures, and

Whereas buyer, who is a neighbor next door to the subject property, had a personal interest in the quality of the neighborhood as it impacts his home, and has unilaterally without city involvement sought and obtained an ownership interest in the subject property acceptable to him, and

Whereas, buyer desires to make repairs and to remodel the home or to remove the present structure to restore the property to a useful and presentable condition to avoid demolition by the city or further deterioration of the neighborhood, and

Whereas, buyer seeks release of city claims (other than municipal taxes) against the property in return for which he would either demolish or refurbish and rebuild the improvements to avoid city demolition and marketing of the lot, and

Whereas, the city finds that costs of demolition, clean up and liquidation will result in costs unacceptable to the city and not recoverable by eventual liquidation of the lot at this location, and

Whereas, it is in the public interest that when possible that such residential lots be responsibly restored as vacant lots or responsibly repaired and

Whereas, buyer is a person with experience in restoration of such structures – he has actually restored and resides in the neighboring home – now his own residence,

Now, Therefore, it is mutually agreed:

1. **Cleanup, Painting and Restoration.** Buyer agrees to immediately either demolish or clean up the structure and grounds, (if he decides to restore, the residence will be restored to habitable presentable condition free of code violation). All work will be completed in a workmanlike manner and (in the event of restoration) he will complete the interior and exterior repairs and painting in a reasonable manner free of municipal code violations, and presentable reasonably in the neighborhood. Buyer agrees to prosecute the demolition or restoration work promptly and to pay and discharge all costs or claims associated therewith and to pay any unpaid taxes on the property.

2. **Legal Description.** The legal description of the property is attached hereto as Exhibit A and incorporated herein by reference.

3. **Forbearance and Release of Lien.** Upon inspections by city officials of its Planning and Zoning Department, City agrees upon final approval of the restoration work envisioned herein, or on the completion of removal of the improvements and restoration of the

lot surface, to release any liens of the City related to dangerous buildings and other nuisances and trash cleanup at this location by appropriate release of lien or quit claim without warranty.

4. **No Warranty by City other than release of city lien upon Completion.** City will not convey or warrant title and makes no representation as to the possibility or practicality of restoration or repair, or as to the condition of the property, or as to title or existence or absence of claims, or other liens. Or legal description, i.e. City makes no warranty express or implied. City makes no warranty whatsoever as to state of title to the subject property.

5. **Compliance within 24 months.** – Buyer or his heirs and assigns will comply with this agreement, comply with all requirements of city ordinances relating to the property, without exception. In the event of noncompliance, City may proceed with lien foreclosure, code violation prosecution or other remedies. The work envisioned by this agreement is to be completed in a workmanlike manner within 24 months - absent extension approved in writing by the City Manager.

IN WITNESS WHEREOF the parties have executed this agreement this ____ day of January 2026.

Buyer:

Richard Schulze

City of Nevada, Missouri

By _____
City Manager

SEAL
ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this ____ day of _____, 2026, before me personally appeared Gary Edwards. City Manager of the city of Nevada, Missouri, to me personally known, who, being by me duly sworn did say that he is the City Manager of the City of Nevada, Missouri, that the seal affixed to the foregoing instrument is the corporate seal of said City, that this instrument was signed and sealed in behalf of said City by authority of its City Council, and the said Gary Edwards acknowledged the said instrument was the free and voluntary act and deed of the City of Nevada, Missouri, and that he was duly authorized by its city council to execute the same. The City Clerk of Nevada, Missouri affixed the corporate seal and attested the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Notary Public, State of Missouri

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this ____ day of _____, 2026, before me personally appeared Richard L. Schulze, a single person, known to me to be the person described in and who executed the foregoing instrument, and acknowledged under oath that he executed the same as his free and voluntary act and deed.

And that said Richard L. Schulze further declared himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Notary Public, State of Missouri

EXHIBIT "A"

Legal Description

THE SOUTH ONE-HALF OF LOT THREE (3) EXCEPT THE WEST THIRTY-SEVEN (37) FEET AND ALL OF THE SOUTH ONE-HALF OF LOT FOUR (4), ALL IN BLOCK ELEVEN (11) OF DODSON'S ADDITION TO THE CITY OF NEVADA, MISSOURI.