



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salem-mo.com

NOTICE OF A SPECIAL MEETING

Public notice is hereby given that a Special Meeting of the Board of Aldermen of the City of Salem, Missouri, will be held August 19, 2021 at The Community Center @ The Armory, 1200 W. Rolla Road, 5:45 P.M. to consider the following:

1. **Resolution No. 24-2021**
2. **Resolution No. 25-2021**
3. **Resolution No. 26-2021**

Meeting Called By: Alderwoman Steelman, Alderman Bolerjack

August 18, 2021

CONSENT TO MEETING

We, the undersigned, being all of the members of the Board of Aldermen of the City of Salem, Missouri, hereby accept service of the foregoing notice, waiving any and all irregularities in such service and in such notice, and consent and agree that said Board of Aldermen shall meet at the time and place therein specified and for the purpose therein stated.

Members, Board of Aldermen

MAYOR
Brad Nash

ALDERMEN

Kimberly Steelman
Shawn Bolerjack

Greg Parker
Kevin James

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Ray Walden
TEMPORARY CITY CLERK
Tammy Koller
CITY ATTORNEY
James Weber

ECONOMIC DEVELOPMENT: Sally Burbridge
BUILDING INSPECTION: Jarred Brown

RESOLUTION NO. 24-2021

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM (THE "CITY") AND CASEY JADWIN (THE "PROPERTY OWNER").

WHEREAS, the City of Salem desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) upon property located at **500 E. 4th St.**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as "Subject Property";

WHEREAS, the Property owner being the owner of the land and all buildings(s) and/or structure(s) located at the Subject Property realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;

WHEREAS, the Property Owner hereby authorizes the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;

WHEREAS, the Property Owner authorizes the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property and dispose of all resulting demolition debris, with the exception of the foundation stones;

WHEREAS, the Property Owner hereby agree that the cost of the demolition of the buildings(s) and/or structures(s) determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City as set forth in the 50/50 Demolition Program Agreement attached hereto as EXHIBIT B;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

The City of Salem, Missouri desires to enter into an agreement with the Property owner for the removal of building(s) and/or structure(s) located upon the Subject Property, in exchange for two thousand, eight hundred twenty-five (\$2,825.00) dollars and other valuable consideration, as set forth in EXHIBIT B attached hereto.

Section 3.

This Resolution shall take effect and be in full force from and after its passage and approval.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 19TH DAY OF AUGUST,
2021.**

APPROVED:

Brad Nash
Mayor

ATTEST:

Tammy Koller
Temporary City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A



Recording Date/Time: 04/02/2019 at 10:49:14 AM

Instr #: 20190619

Type: WD

Pages: 2

Fee: \$27.00 S 20190000486



Cindy Edwards Ard
Recorder of Deeds

Missouri Warranty Deed

This Indenture, made on the 29 day of March, A. D. Two Thousand and Nineteen by and between **JANET D. KINDER, a single person, Grantor** of the County of Dent, State of Missouri, party of the first part, and **CASEY A. JADWIN, a single person, Grantee** of the County of Texas, State of Missouri, party of the second part, whose mailing address is :

7800 W 63 Houston Mo 65483

WITNESSETH: THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of Ten and No/100 DOLLARS and other valuable consideration to her paid by the said party of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, his heirs and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Dent, State of Missouri, to-wit:

A strip of land 4 rods wide off the West side of Lot 2, Block 14, East side of the Creek, City of Salem, Dent County, Missouri
(D.F.)

TO HAVE AND TO HOLD said premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto his heirs and assigns forever; the said **JANET D. KINDER, a single person**, hereby covenanting that she is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that she has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by her or those under whom she claims; and that she will warrant and defend the title to the said premises unto the said party of the second part and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand the day and year shown on their acknowledgment attached hereto.

EXHIBIT B

50/50 DEMOLITION PROGRAM AGREEMENT

This agreement entered into this **19th day of August, 2021**, between The City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as "City", and **Casey Jadwin**, hereinafter referred to as the "Property Owner":

1. Whereas, I, Property Owner, desire to enter into an agreement with the City for the removal of building(s) and/or structure(s) upon my property, located at **500 E. 4th St.**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as "Subject Property", do hereby state the following:
 - a. I, Property Owner, being the owner of the land and all building(s) and/or structures located at the Subject Property, realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;
 - b. I, Property Owner, hereby authorize the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;
 - c. I, Property Owner, further authorize the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property, and to dispose of all resulting demolition debris, with the exception of the foundation stones;
 - d. I, Property Owner, have full power, authority and legal right to execute, deliver, and perform all of my obligations under this agreement, including the authority to authorize the demolition of any and all building(s) and/or structure(s) located upon the Subject Property;
 - e. I, Property Owner, further hereby release the City from any and all claims, demands or actions for damages for any and all personal injuries, loss, or damages of any kind that are sustained in or growing out of said demolition, and from complications arising therefrom;
 - f. I, Property Owner, hereby agree that the cost of the demolition of the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by myself and the City. I further agree that I shall pay to the City my portion of the cost of demolition no less than fifteen (15) days prior to any scheduled demolition.
 - g. I, Property Owner, understand that any failure to pay the City my portion of the cost of demolition, as agreed upon above, shall be considered a material breach of this agreement and will release the City from any and all obligations to demolish any and all building(s) and/or structure(s) upon the Subject Property, and I will be responsible for all expenses incurred by the City in preparation for demolition upon the Subject Property.
 - h. I, Property Owner, further understand that should I fail to fulfill any of my obligations under this agreement, I will be responsible for all costs and expenses incurred by the City as a result of this agreement and any breach thereof.
 - i. I, Property Owner, further agree to comply with the City's codes relating to property maintenance and nuisance, and if I fail to comply with the City's codes relating to property maintenance and nuisance upon the Subject Property after demolition has occurred, I will refund to the City their entire portion of the cost of any demolition that has occurred under this agreement, to be paid to the City within sixty (60) days of receipt of a written demand from the City.

2. Whereas, the City, desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) located upon the Subject Property, and in exchange for two thousand, eight hundred twenty-five (\$2,825.00) dollars and other valuable consideration, the City hereby agrees to the following:
 - a. To contract for or perform all inspections necessary for the demolition of any and all building(s) and/or structure(s) located upon the Subject Property, and to schedule the demolition of any and all building(s) and/or structure(s) determined by the City to need demolished that are located thereon;
 - b. To contract for or demolish any and all building(s) and/or structure(s) located upon the Subject Property that are determined by the City to need demolished, and to dispose of all resulting demolition debris; and
 - c. The cost to demolish the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City.
3. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
4. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
5. This agreement may be modified by subsequent agreement of the parties, but such modification shall be in writing and signed by both parties.

I HAVE FULLY READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS 19th DAY OF August 2021.

Property Owner

Date

City Official

Date

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 202__.

Notary Public

MY COMMISSION EXPIRES:

RESOLUTION NO. 25-2021

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM (THE "CITY") AND CONNIE RIGGINS (THE "PROPERTY OWNER").

WHEREAS, the City of Salem desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) upon property located at 702 W. Butler, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as "Subject Property";

WHEREAS, the Property owner being the owner of the land and all buildings(s) and/or structure(s) located at the Subject Property realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;

WHEREAS, the Property Owner hereby authorizes the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;

WHEREAS, the Property Owner authorizes the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property and dispose of all resulting demolition debris;

WHEREAS, the Property Owner hereby agree that the cost of the demolition of the buildings(s) and/or structures(s) determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City as set forth in the 50/50 Demolition Program Agreement attached hereto as EXHIBIT B;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

The City of Salem, Missouri desires to enter into an agreement with the Property owner for the removal of building(s) and/or structure(s) located upon the Subject Property, in exchange for Three thousand, one hundred (\$3,100.00) dollars and other valuable consideration, as set forth in EXHIBIT B attached hereto.

Section 3.

This Resolution shall take effect and be in full force from and after its passage and approval.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 19TH DAY OF AUGUST,
2021.**

APPROVED:

Brad Nash
Mayor

ATTEST:

Tammy Koller
Temporary City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A

EXHIBIT "A"

A part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 34 North, Range 6 West described as follows: Beginning at a point that is 470 feet South and 554 feet West of the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 13 and running thence North 150 feet; thence West 65 feet; thence South 150 feet; thence East 65 feet to the place of beginning.

ALSO:

Part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 34 North, Range 6 West described as follows: Beginning at a point 320 feet South of the North line and 430 feet West from East line thereof; thence running South 150 feet to a street 60 feet wide; thence West 320 feet along the North side of said street to a street 50 feet wide; thence Northwardly along East side thereof to intersect the alley South of Block No. 3 of M. H. Taylor's Addition; thence East along South side of said alley 280 feet to point of beginning. In the City of Salem, Missouri.

ALSO:

The North 45 feet of Lot 8 and the South 35 feet of Lot 9, R. E. Howald Subdivision, Dent County, Missouri, also being described as tract 5 resubdivided R. E. Howald Subdivision as shown on plat on file in the recorder's office in Dent County, Missouri.

ALSO:

All that part of the North Half of the Northwest Quarter of the Southeast Quarter of Section 24, Township 34 North, Range 6 West, described as follows: Beginning at a point on the South line of said North Half of the Northwest Quarter of the Southeast Quarter which is 900 feet East of the Southwest corner of said twenty; thence North 200 feet, more or less, to the South line of Glendale Avenue in Hamilton Subdivision, Dent County, Missouri, at a point 50 feet West of the West line of Lot 8, Block 1 of said Subdivision; thence East 53 feet to a point that is 3 feet East of the West line of said Lot 8; thence South to the South line of Lot 9, Block 1 of said Hamilton Subdivision; thence West 53 feet, more or less, to the point of beginning.

ALSO:

All that part of the South Half of the Southwest Quarter of Section 11, Township 34 North, Range 6 West, containing 40 acres, more or less, that lies East of the old Salem and Rolla Road.

EXHIBIT B

50/50 DEMOLITION PROGRAM AGREEMENT

This agreement entered into this **19th day of August, 2021**, between The City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as “City”, and **Connie Riggins**, hereinafter referred to as the “Property Owner”:

1. Whereas, I, Property Owner, desire to enter into an agreement with the City for the removal of building(s) and/or structure(s) upon my property, located at **702 W. Butler**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”, do hereby state the following:
 - a. I, Property Owner, being the owner of the land and all building(s) and/or structures located at the Subject Property, realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;
 - b. I, Property Owner, hereby authorize the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;
 - c. I, Property Owner, further authorize the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property, and to dispose of all resulting demolition debris;
 - d. I, Property Owner, have full power, authority and legal right to execute, deliver, and perform all of my obligations under this agreement, including the authority to authorize the demolition of any and all building(s) and/or structure(s) located upon the Subject Property;
 - e. I, Property Owner, further hereby release the City from any and all claims, demands or actions for damages for any and all personal injuries, loss, or damages of any kind that are sustained in or growing out of said demolition, and from complications arising therefrom;
 - f. I, Property Owner, hereby agree that the cost of the demolition of the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by myself and the City. I further agree that I shall pay to the City my portion of the cost of demolition no less than fifteen (15) days prior to any scheduled demolition.
 - g. I, Property Owner, understand that any failure to pay the City my portion of the cost of demolition, as agreed upon above, shall be considered a material breach of this agreement and will release the City from any and all obligations to demolish any and all building(s) and/or structure(s) upon the Subject Property, and I will be responsible for all expenses incurred by the City in preparation for demolition upon the Subject Property.
 - h. I, Property Owner, further understand that should I fail to fulfill any of my obligations under this agreement, I will be responsible for all costs and expenses incurred by the City as a result of this agreement and any breach thereof.
 - i. I, Property Owner, further agree to comply with the City’s codes relating to property maintenance and nuisance, and if I fail to comply with the City’s codes relating to property maintenance and nuisance upon the Subject Property after demolition has occurred, I will refund to the City their entire portion of the cost of any demolition that has occurred under this agreement, to be paid to the City within sixty (60) days of receipt of a written demand from the City.

2. Whereas, the City, desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) located upon the Subject Property, and in exchange for three thousand, one hundred (\$3,100.00) dollars and other valuable consideration, the City hereby agrees to the following:
 - a. To contract for or perform all inspections necessary for the demolition of any and all building(s) and/or structure(s) located upon the Subject Property, and to schedule the demolition of any and all building(s) and/or structure(s) determined by the City to need demolished that are located thereon;
 - b. To contract for or demolish any and all building(s) and/or structure(s) located upon the Subject Property that are determined by the City to need demolished, and to dispose of all resulting demolition debris; and
 - c. The cost to demolish the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City.
3. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
4. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
5. This agreement may be modified by subsequent agreement of the parties, but such modification shall be in writing and signed by both parties.

I HAVE FULLY READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS 19th DAY OF August 2021.

Property Owner

Date

City Official

Date

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 202__.

Notary Public

MY COMMISSION EXPIRES:

RESOLUTION NO. 26-2021

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM (THE "CITY") AND TRACY AND STEPHANIE HUGHES (THE "PROPERTY OWNER").

WHEREAS, the City of Salem desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) upon property located at **1003 E. Hawkins**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as "Subject Property";

WHEREAS, the Property owner being the owner of the land and all buildings(s) and/or structure(s) located at the Subject Property realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;

WHEREAS, the Property Owner hereby authorizes the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;

WHEREAS, the Property Owner authorizes the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property and dispose of all resulting demolition debris;

WHEREAS, the Property Owner hereby agree that the cost of the demolition of the buildings(s) and/or structures(s) determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City as set forth in the 50/50 Demolition Program Agreement attached hereto as EXHIBIT B;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

The City of Salem, Missouri desires to enter into an agreement with the Property owner for the removal of building(s) and/or structure(s) located upon the Subject Property, in exchange for two thousand, eighty-seven dollars and fifty cents (\$2,087.50) and other valuable consideration, as set forth in EXHIBIT B attached hereto.

Section 3.

This Resolution shall take effect and be in full force from and after its passage and approval.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 19TH DAY OF AUGUST,
2021.**

APPROVED:

Brad Nash
Mayor

ATTEST:

Tammy Koller
Temporary City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A



Recording Date/Time: 09/20/2019 at 03:50:17 PM

Instr #: 20191730

Type: WD

Pages: 3

Fee: \$30.00 S 20190001496



Cindy Edwards Ard
Recorder of Deeds

Missouri Warranty Deed

This Indenture, made on the 20th day of September, A. D. Two Thousand and Nineteen by and between **EDWARD RAY SWINEY and EVELYN SWINEY, husband and wife and MARY STRINGER and TOMMY B. STRINGER, wife and husband, Grantors**, of the County of Dent, State of Missouri, parties of the first part, and **TRACY M. HUGHES and STEPHANIE L. HUGHES, husband and wife, Grantees**, of the County of Dent, State of Missouri, parties of the second part, whose mailing address is:

1005 E. HAWKINS SALEM MO 65560

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of Ten and No/100 DOLLARS and other valuable consideration to them paid by the said parties of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part, their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Dent, State of Missouri, to-wit:

All of Lot Seven (7) in Block "A" of Twin Acres Addition to the City of Salem, Missouri.
(D.F.)

STATE OF MISSOURI)

) SS.

COUNTY OF DENT)

Comes now **Mary Stringer**, first being duly sworn on her oath states that she took title to the above described property through Warranty Deed recorded in Book 211, Page 410, Dent County Deed Records. Mary Stringer further states that Grantee in said Deed, Delma W. Smith, passed away March 25, 2017, and is interred in Cedar Grove Cemetery, Dent County, Missouri. That at the time said Deed was executed Delma W. Smith was married to Elvin Smith who passed away July 28, 1996 and is interred in Cedar Grove Cemetery, Dent County, Missouri, that Delma W. Smith remained single after the passing of Elvin Smith.

Further affiant sayeth naught.

EXHIBIT B

50/50 DEMOLITION PROGRAM AGREEMENT

This agreement entered into this **19th day of August, 2021**, between The City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as "City", and **Tracy and Stephanie Hughes**, hereinafter referred to as the "Property Owner":

1. Whereas, I, Property Owner, desire to enter into an agreement with the City for the removal of building(s) and/or structure(s) upon my property, located at **1003 E. Hawkins**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as "Subject Property", do hereby state the following:
 - a. I, Property Owner, being the owner of the land and all building(s) and/or structures located at the Subject Property, realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;
 - b. I, Property Owner, hereby authorize the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;
 - c. I, Property Owner, further authorize the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property, and to dispose of all resulting demolition debris;
 - d. I, Property Owner, have full power, authority and legal right to execute, deliver, and perform all of my obligations under this agreement, including the authority to authorize the demolition of any and all building(s) and/or structure(s) located upon the Subject Property;
 - e. I, Property Owner, further hereby release the City from any and all claims, demands or actions for damages for any and all personal injuries, loss, or damages of any kind that are sustained in or growing out of said demolition, and from complications arising therefrom;
 - f. I, Property Owner, hereby agree that the cost of the demolition of the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by myself and the City. I further agree that I shall pay to the City my portion of the cost of demolition no less than fifteen (15) days prior to any scheduled demolition.
 - g. I, Property Owner, understand that any failure to pay the City my portion of the cost of demolition, as agreed upon above, shall be considered a material breach of this agreement and will release the City from any and all obligations to demolish any and all building(s) and/or structure(s) upon the Subject Property, and I will be responsible for all expenses incurred by the City in preparation for demolition upon the Subject Property.
 - h. I, Property Owner, further understand that should I fail to fulfill any of my obligations under this agreement, I will be responsible for all costs and expenses incurred by the City as a result of this agreement and any breach thereof.
 - i. I, Property Owner, further agree to comply with the City's codes relating to property maintenance and nuisance, and if I fail to comply with the City's codes relating to property maintenance and nuisance upon the Subject Property after demolition has occurred, I will refund to the City their entire portion of the cost of any demolition that has occurred under this agreement, to be paid to the City within sixty (60) days of receipt of a written demand from the City.

2. Whereas, the City, desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) located upon the Subject Property, and in exchange for two thousand, eighty-seven dollars and fifty cents (\$2,087.50) and other valuable consideration, the City hereby agrees to the following:
 - a. To contract for or perform all inspections necessary for the demolition of any and all building(s) and/or structure(s) located upon the Subject Property, and to schedule the demolition of any and all building(s) and/or structure(s) determined by the City to need demolished that are located thereon;
 - b. To contract for or demolish any and all building(s) and/or structure(s) located upon the Subject Property that are determined by the City to need demolished, and to dispose of all resulting demolition debris; and
 - c. The cost to demolish the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City.
3. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
4. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
5. This agreement may be modified by subsequent agreement of the parties, but such modification shall be in writing and signed by both parties.

I HAVE FULLY READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS 19th DAY OF August 2021.

Property Owner

Date

City Official

Date

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 202__.

Notary Public

MY COMMISSION EXPIRES: