



Request for a Special Meeting

Cheney, Kansas

October 19, 2022

To the Honorable Philip Mize, Mayor of the City of Cheney:

We, the undersigned council members of the City of Cheney, Kansas hereby respectfully request you to call a special meeting of the Cheney City Council to be at the Cheney Fire Station, 525 N Main, Cheney, Kansas on Wednesday, October 19, 2022 at 7:00 PM for the object and purpose of:

• CONSIDERATION OF REAL ESTATE AGREEMENT TO SELL PROPERTY

The City of Cheney has offered the newly platted Santa Fe lots for sale to the adjacent property owners. Adjacent property owner, Grady Laverentz, has agreed to purchase Lot 1, Block 1 for \$40,000.

Motion: Approve real estate agreement to sell Lot 2, Block 1 of Santa Fe Addition for \$40,000 to Grady and Brooke Laverentz and authorize Mayor to sign documents.

• DISCUSSION OF CONSTRUCTING NEW SWIMMING POOL

Jeff Albers

Kassie Gile

Greg Kampling

Greg Williams

Ryan Graf

I, Philip Mize, Mayor of the City of Cheney, Kansas, do hereby call a special meeting of the governing body of the City of Cheney, Kansas to be held at the time and place as specified in the above request.

Philip Mize, Mayor

**AGREEMENT FOR SALE
OF REAL ESTATE**

THIS AGREEMENT is made and entered into by and between Grady and Brooke Laverentz, 1551 N 391st St W, Cheney, Kansas 67025, collectively referred to hereinafter as "Buyer" and the City of Cheney, Kansas, a municipal corporation of the State of Kansas, located at 131 N. Main St., Cheney, Kansas 67025, referred to hereinafter as the "Seller."

FOR AND IN CONSIDERATION of the full and complete payment of the purchase price for the following described property, and the mutual promises and agreements herein set forth, the parties agree as follows:

1. Description

Seller agrees to sell and Purchaser agrees to purchase real estate located within Section 8, Township 28 South, Range 4 West of the 6th P.M. in Sedgwick County, Kansas with the following general legal descriptions:

Lot 2, Block 1 of the Santa Fe Addition to the City of Cheney, Sedgwick County, Kansas

It is agreed and understood that this contract is for the sale of said real estate in its present existing condition (AS-IS).

2. Purchase Price

Purchasers agrees to purchase, and to pay to Seller, as consideration for the conveyance of the Property, the sum of Thirty-six Thousand Seven Hundred Seventy-seven Dollars (\$36,777) to be paid in cash at closing.

3. Title Evidence

Seller agrees to share equally with Purchaser the closing agent costs and the cost of a title insurance company's commitment and policy to insure the Property, showing a merchantable title vested in Seller, subject to easements, rights of ways and restrictions of record that are acceptable to Purchaser. The title evidence, including exception documents, shall be sent to Purchaser for examination by Purchaser. Purchaser shall have ten (10) days after the receipt of the title evidence and exception documents to examine and notify Seller in writing of any objections by Purchaser to the title evidence. Those items listed on the title commitment or in the title evidence as to which Purchaser does not object in writing to Seller within ten (10) days after the receipt of the title evidence, or as to which Purchaser waive its objection, shall be permitted exceptions,

which shall not hinder the closing of this Agreement. If Seller fails to satisfy all such title objection requirements (and Seller shall use reasonable efforts to do so) within a reasonable time after receipt of Purchaser's title objection requirements, Purchaser may, at Purchaser's election, either: (a) cancel this agreement and, in that event, this Agreement will be canceled and the parties will have no further obligations to each other; or (b) accept such title as Seller can deliver.

4. Proration

All rentals, taxes, installments for special assessments, insurance (if policies acceptable to Purchaser), and interest, if any, shall be adjusted and prorated through the date of closing. Taxes shall be prorated for the calendar year on the basis of taxes levied. If taxes have not been levied, then they will be prorated based upon taxes for the previous year, adjusted for the most recent mill levy, if known.

5. Closing Date

Time is of the essence of this Agreement, and closing for this transaction shall be consummated within sixty (60) days after the full execution of this contract.

6. Possession

Possession of the property described in Section 1 above shall be given to Purchaser upon closing.

7. Environmental Conditions

Purchaser and Seller agree that Seller has made no representation concerning the environmental condition of the above-described property except as may be noted in writing as a part of this Agreement.

8. Special Assessments

In compliance with Kansas law, Seller hereby discloses to Purchaser that the Real Estate is subject to special assessments for the purposes stated below or is located in an improvement district that may occasion the imposition of special assessments on the Property for such purposes, as follows: (Please Check One)

- No Special Assessments.
- Purpose: Street, sewer, water and drainage improvements totaling \$____ per year;.
- Purpose: _____, the total amount of the assessment is unknown but is in good faith estimated to be \$_____

9. Survey & Environmental

Purchaser, at Purchaser's expense, may obtain its own certified survey & environmental reports (Phase I & Phase II) on the subject property prior to closing. Seller shall give Purchaser access to the subject property to obtain a certified survey and/or environmental reports upon a reasonable advance request by Purchaser, and Purchaser shall reimburse Seller for any damage sustained by the Property due to such certified survey and/or environmental reports in the event the sale transaction does not close.

10. Acceptance

Seller shall have ten (10) days from the receipt of this Agreement executed by Purchaser in which to accept or reject said Agreement. In the event said Agreement is not accepted, in writing, within said time frame, this Agreement shall be deemed null and void.

11. Broker Commissions/Fees

Each party represents and warrants to the other party that it has not engaged any broker or real estate agent, and that no commissions are due with respect to such party's participation in this Agreement.

12. Effective Date

The Effective Date of this Agreement will be the last date in which this Agreement is accepted and fully executed by Purchaser and Seller.

13. Agreement to Terms

Purchaser and Seller acknowledge that they have read the entire Agreement and that by signing below agree to all terms contained herein.

14. Binding Effect

This Agreement shall be binding upon Purchaser, Seller, and their respective heirs, successors, and assigns.

15. Entirety of the Agreement

All prior negotiations have been reduced to writing and are included herein. This Agreement constitutes the entire agreement of the parties and may not be amended, altered, or modified, except by written agreement of the Seller and the Purchaser.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement is hereby executed by the Buyer on this ___ day of _____, 2022.

[Grady Laverentz]

[Brooke Laverentz]

IN WITNESS WHEREOF, this Agreement was approved by the Governing Body of the City of Cheney, Kansas on the 13th day of October, 2022, and is hereby executed on behalf of the Seller, the City of Cheney, Kansas, on this _____ day of _____, 2022.

PHILIP MIZE
MAYOR, CITY OF CHENEY

SEAL

ATTEST:

DANIELLE YOUNG
CITY CLERK & CITY ADMINISTRATOR, CITY OF CHENEY