

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** B 337-14

**Department Source:** Water & Light

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** November 3, 2014

**Re:** Authorizing a contract for sale of real estate for Alluvial Wells 17 and 18

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibit to the Ordinance/Resolution

**Supporting documentation includes:** None

## Executive Summary

Staff has prepared for Council consideration an ordinance authorizing the City Manager to sign a contract for the sale of real estate from the Phyllis Ann Ward Trust for a 2.75 acre tract on Star School Road located approximately eleven hundred feet (1100') south of West Burr Oak Road for Alluvial Wells No. 17 and 18. The total contract cost is \$44,137.50.

## Discussion

On February 18, 2013 a public hearing was held for the proposed construction of three additional alluvial wells in the McBaine bottoms. The need for these proposed wells was determined in order to provide a firm well field capacity of 32 MGD to match the raw water treatment capacity of the Water Treatment Plant with one standby well as recommended by the Missouri DNR Design Guide for Community Water Systems. Alluvial Well No. 16 is proposed to be constructed on an existing City owned property currently occupied by existing Wells No. 11 and 12. Additional property acquisition was necessary for the construction of Wells No. 17 and 18.

Council passed an ordinance authorizing the acquisition of this 2.75 acre tract on September 2, 2014. A contract for the sale of this real estate has been negotiated with the Phyllis Ann Ward Trust in the amount of \$44,137.50. The purchase price consists of the amount of \$29,425 for the difference in before value and after value of the remaining farm acreage after the conveyance and \$14,712.50 in heritage value as defined by statute.

## Fiscal Impact

**Short-Term Impact:** The cost of the contract for the sale of this real estate from the Phyllis Ann Ward Trust totals \$44,137.50. Funds have been appropriated in CIP projects WT0134 for Alluvial Well #16 and WT0138 for Alluvial Wells #17 and 18 from enterprise revenues and 2008 voter approved revenue bonds.

**Long-Term Impact:** Operational funds for the continued operation, maintenance, and upkeep of three

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additional wells will need to be considered in future operating budgets.

## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Development

Strategic Plan Impact: Infrastructure

Comprehensive Plan Impact: Infrastructure

## Suggested Council Action


Approval of the attached ordinance authorizing the City Manager to execute a contract for sale of real estate with Phyllis Ann Ward Trust.


## Legislative History

September 2, 2014 – Approval of Property Acquisition Ordinance

February 18, 2013 – Public Hearing with Approved Motion to Proceed

January 2, 2013 – Water & Light Advisory Board Recommendation for Approval

  
Department Approved

  
City Manager Approved

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 337-14

**AN ORDINANCE**

authorizing a contract for sale of real estate with the Phyllis Ann Ward Trust to purchase property located south of West Burr Oak Road to be used for development of Alluvial Wells No. 17 and 18 in the McBaine Bottoms; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a contract for sale of real estate with the Phyllis Ann Ward Trust to purchase property located south of West Burr Oak Road to be used for development of Alluvial Wells No. 17 and 18 in the McBaine Bottoms. The form and content of the contract shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

## **CONTRACT FOR SALE OF REAL ESTATE**

This Contract and Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter referred to as "City") and Phyllis Ann Ward, trustee, of the Phyllis Ann Ward Trust dated November 30, 2009, (hereinafter referred to as "Sellers").

Whereas City desires to purchase a tract of land consisting of 2.75 acres more or less for further development of an alluvial well, and

Whereas, Seller agrees to sell the 2.75 acres more less for further development of an alluvial well, to the City subject to certain restrictions and reservations,

WITNESSETH:

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Subject to the terms and conditions set forth herein the seller agrees to sell and City agrees to purchase certain real estate consisting of 2.75 acres more or less and described as follows:

A 600' x 200' tract of land (to be Utility Surveyed as per the attached "Site Plan") out of a tract of land being 50 acres more or less being part of Section 11, Township 47, Range 14 and as described by a Warranty Deed recorded in Book 2818, Page 63, Records of Boone County, Missouri

2. The purchase price for the property shall be forty thousand four hundred seventy seven three hundred seven dollars and sixty eight cents (\$44,137.50) which shall be paid in full at time of closing. The purchase price consists of the amount of \$29,425.00 or the difference in before value and after value of the remaining farm acreage after the conveyance, and \$14,712.50 heritage value as defined by statute.

3. Closing shall occur on or before \_\_\_\_\_ at Boone Central Title Company.

4. Conveyance shall be by general warranty deed in proper form for recording and shall convey marketable title as defined by the Missouri title standards of the Missouri Bar.

5. City shall pay recording fees for recording warranty deed.

6. All taxes due for the year 2014 on said real estate shall be prorated between the parties.

7. City will at City's expense, within thirty (30) days of signing this contract, obtain a commitment of title from a title insurance company authorized to do business in the State of Missouri, in the amount of the purchase price, City shall have twenty (20) days from receipt of the commitment to examine title and notify sellers of any objections. Sellers shall have sixty (60) days to cure the encumbrance or defect.

8. Sellers represent that they are not aware of any environmental hazards or contaminants that exist on said property for which seller would be required to remediate.

9. Possession of the property shall be delivered to City immediately after closing subject to the following provisions and reservations:

- a. City will construct and maintain a "gravel farm entrance" on City property sufficient to permit Phyllis Ann Ward, Trustee, or her lessee, access to her remaining farm area to be farmed and City will grant an two access easements to Phyllis Ann Ward, Trustee to be recorded in the Boone County Recorder's Office at closing, one access easement for farming across the existing southeast entrance and one access easement across the "gravel farm entrance" to be constructed by the City.
- b. City agrees to notify owner of City's intent to construct an alluvial well as contemplated by this Contract 30 days prior to construction. If the City must enter the property prior to the 2014 crop harvest, City agrees to pay crop damages to Owner. The damages shall be calculated using Missouri Cash Grain Bids Daily Report as published by the Missouri Department of Agriculture.
- c. City agrees to grant Phyllis A. Ward, Trustee or her heirs a right of first refusal to purchase back this certain property, which property is described on Exhibit A attached hereto and made a part hereof, if this property is no longer used by the City of Columbia for water purposes.
- d. City will have a Utility Survey completed and recorded for the 600' x 200' property the city desires to purchase prior to cloing.
- e. City will pay closing fees, title insurance and recording fees.

10. While entering or exiting the property conveyed to City, to the full extent not otherwise prohibited by law, Phyllis Ann Ward, Trustee, her agents, lessees and employees shall indemnify and hold harmless the City, its directors, officers, agents and employees from and against all claims, damages, lessees and expenses (including but not limited to attorney fees) for bodily injury and/or property damage arising from any act or failure to act, negligent or otherwise of Phyllis Ann Ward, Trustee, her agents, lessees and employees in the farming operation. This provision does not require Phyllis Ann Ward, Trustee to indemnify, hold harmless or defend City from its own negligence.

11. All terms, conditions, and reservations in this contract not performed at the time of delivery of the deed shall survive such closing.

12. This contract shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized agents on the day and year first above written.

**CITY OF COLUMBIA, MISSOURI**

By: Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

STATE OF MISSOURI )

) SS

COUNTY OF BOONE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me appeared Mike Matthes, to me personally known, who, being duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office Columbia, Boone County, Missouri, the day and year first above written.

Notary Public

My commission expires: \_\_\_\_\_

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

\_\_\_\_\_  
John Blattel, Director of Finance



Phyllis Ann Ward  
Phyllis Ann Ward, Trustee

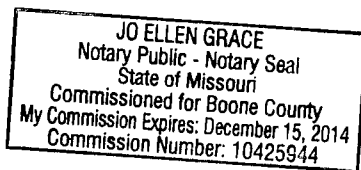
STATE OF MISSOURI )

) ss.

COUNTY OF BOONE )

On this 26TH day of SEPTEMBER, 2014, before me, a Notary Public in for said state, personally appeared Phyllis Ann Ward, Trustee, of the Phyllis Ann Ward Trust, dated 11/30/2009 known to me to be the person described in and who executed the within agreement, who being by me duly sworn, acknowledged that s/he executed the same as a free act and deed for the purposes therein stated.

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

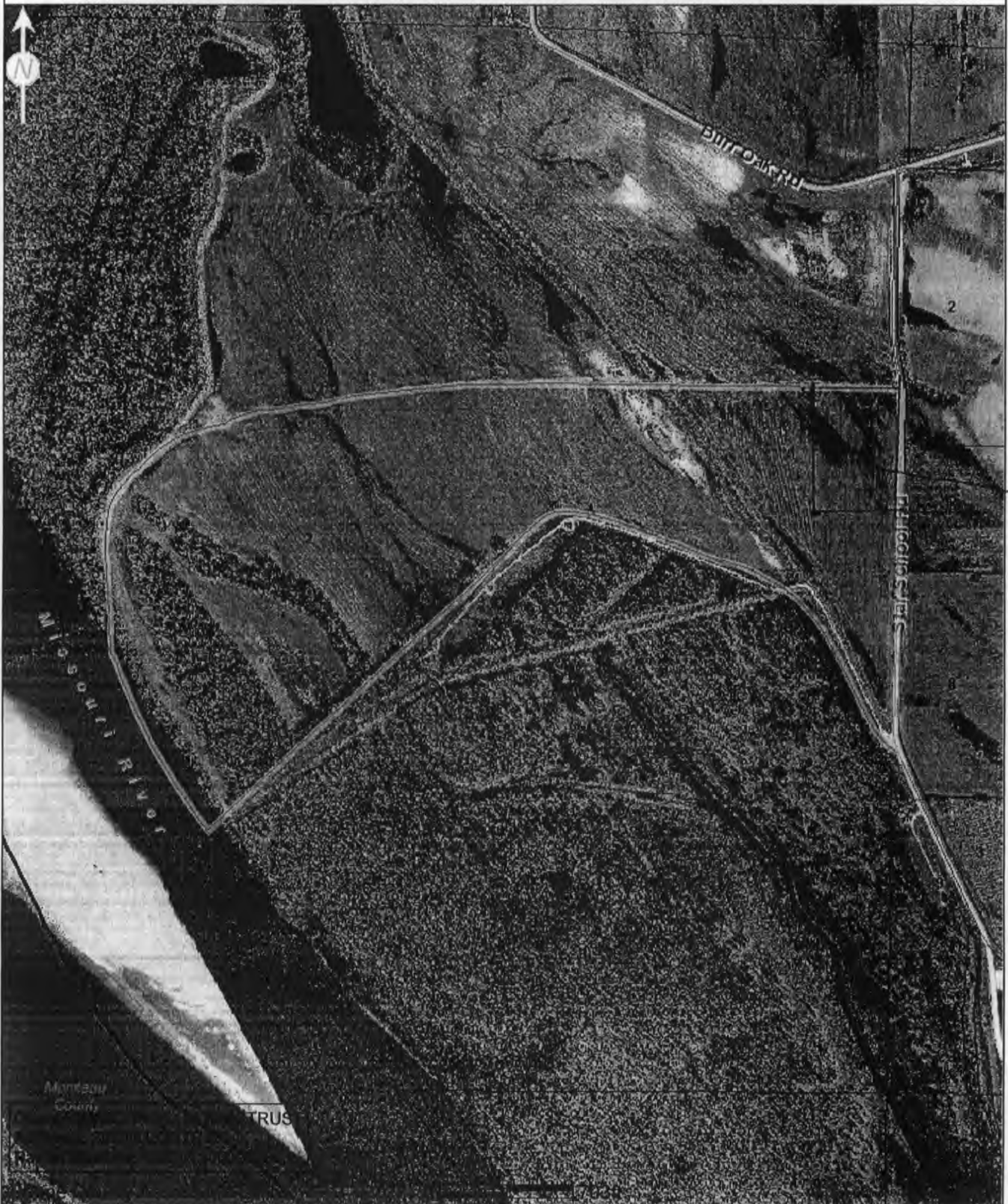


Jo Ellen Grace  
Notary Public

My Commission Expires: 12-15-2014

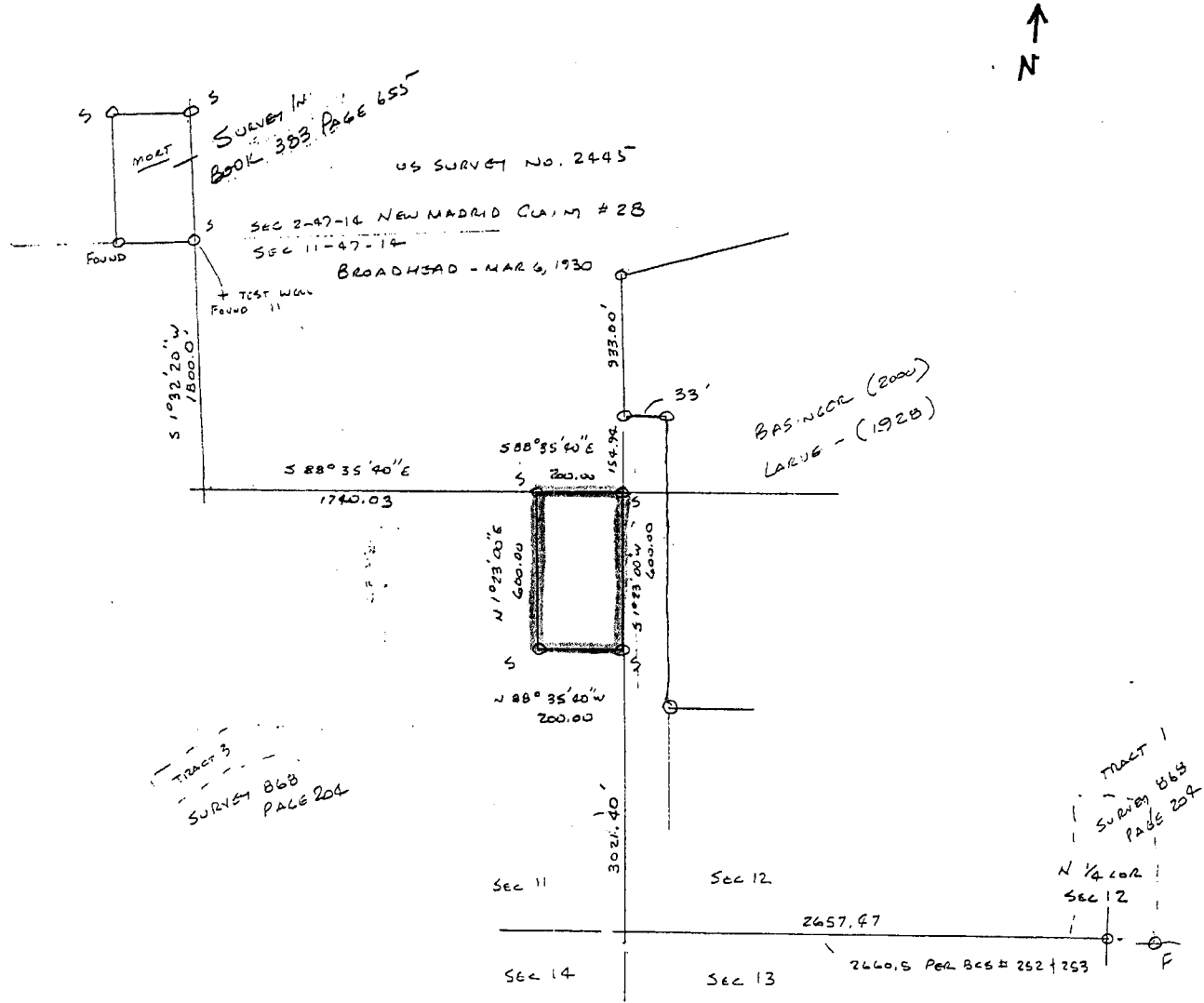
*APPROXIMATE***Boone County Internet Parcel Map**

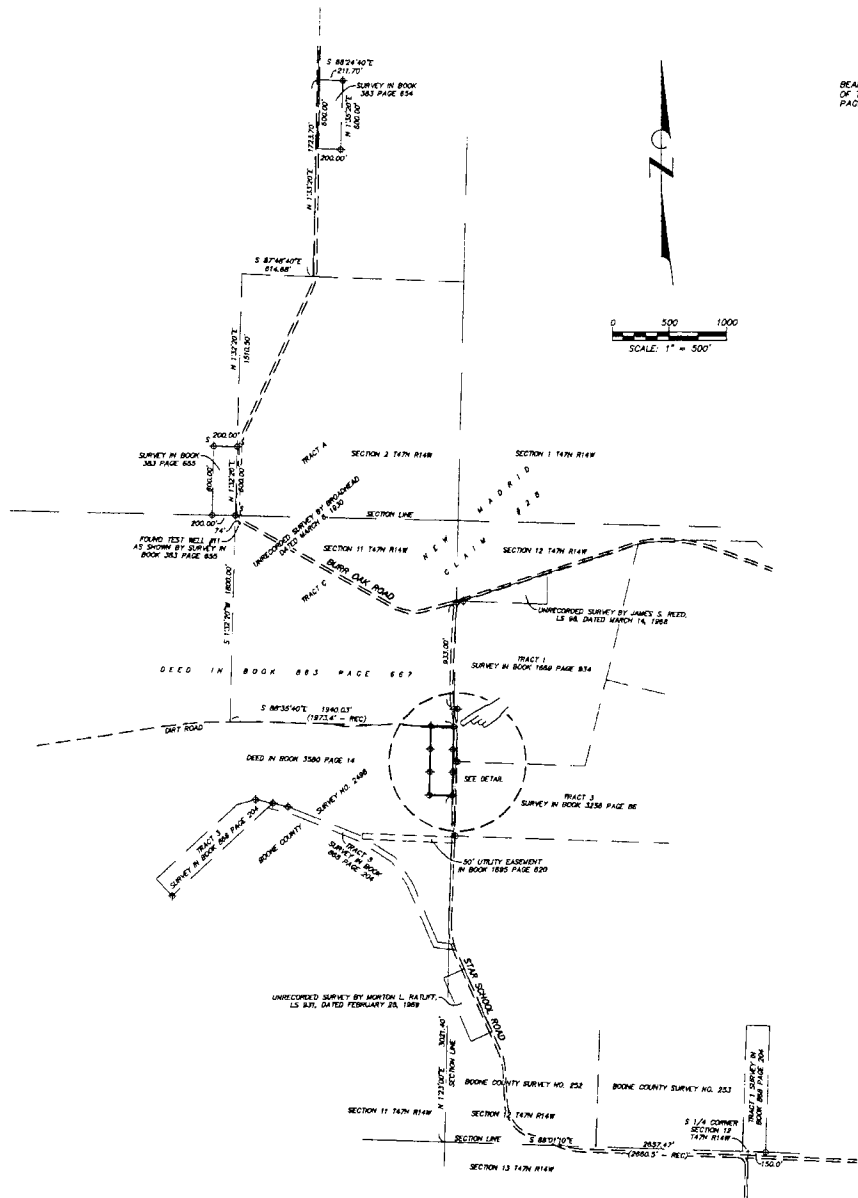
Prepared by the Boone County Assessor's Office, (573) 886-4262

*AREA TO BE ACQUIRED***ATTENTION!!**

DISCLAIMER: READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

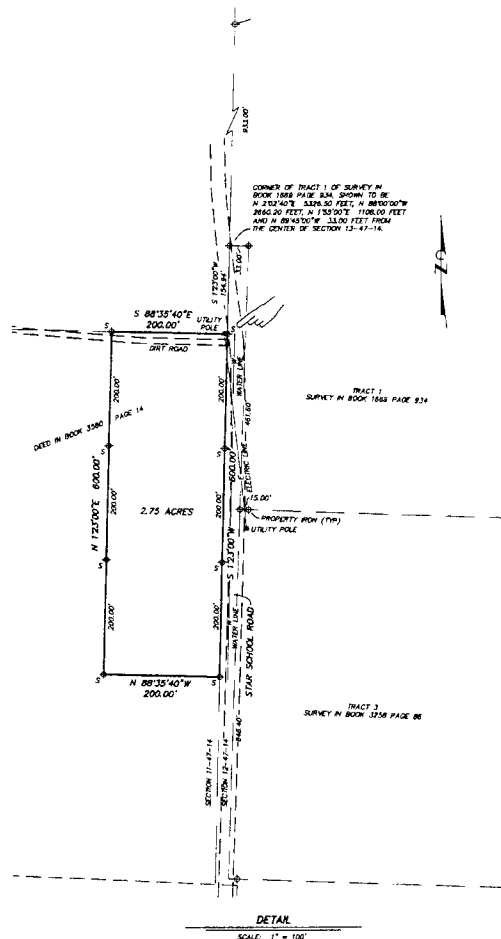
# SITE PLAN





# MONUMENT LEGEND

IRON  
ALL MONUMENTS ARE FOUND  
UNLESS SHOWN (S) SET



THIS IS TO CERTIFY TO THE CITY OF COLUMBIA, THAT ON SEPTEMBER 17, 2014, I  
MADE A SURVEY OF A TRACT OF LAND LOCATED IN TRACT 1, SECTION 11, T4N, R14W  
IN BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE LAST TWO  
PARAGRAPHS IN THE GENERAL WARRANTY DEED RECORDED IN BOOK 3580 PAGE 14 OF  
THE BOONE COUNTY RECORDS, AND FURTHER DESCRIBED AS FOLLOWS:

STARTING AT A CORNER OF TRACT 1 OF A SURVEY RECORDED IN BOOK 1668 PAGE  
834, SHOWN AS BEING N 212°40'E 5326.50 FEET, N 88°00'00"W 2860.20 FEET,  
N 1°55'00"E 1108.00 FEET, AND N 89°45'00"W 35.00 FEET FROM THE CORNER OF  
SECTION 13-47-14, THENCE S 1°23'00"W ALONG THE SECTION LINE BETWEEN SECTION  
11 AND 12 - 47-14, A DISTANCE OF 154.84 FEET TO THE NORTHEAST CORNER OF THE  
TRACT DESCRIBED BY THE LAST TWO PARAGRAPHS IN THE GENERAL WARRANTY DEED  
RECORDED IN BOOK 3580 PAGE 14 AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE S 1°23'00"W ALONG THE EAST LINE OF  
SECTION 11-47-14, A DISTANCE OF 800.00 FEET; THENCE LEAVING THE SECTION LINE,  
N 88°35'40"W 200.00 FEET; THENCE N 1°23'00"E 800.00 FEET TO THE NORTHERLY  
LINE OF THE TRACT DESCRIBED BY THE LAST TWO PARAGRAPHS IN THE GENERAL  
WARRANTY DEED RECORDED IN BOOK 3580 PAGE 14; THENCE S 88°35'40"E ALONG SAID  
LINE 200.00 FEET TO THE BEGINNING AND CONTAINING 2.75 ACRES.

THIS SURVEY OF RURAL PROPERTY WAS MADE IN ACCORDANCE WITH THE CURRENT  
MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

BY:  
ENGINEERING SURVEYS AND SERVICES  
MISSOURI L.S. CORP. #2004004672  
1113 74 Y STREET  
COLUMBIA, MO 65201  
PHONE: (314) 448-2648  
EMAIL: TRED@ESS-INC.COM

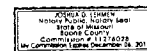


TIMOTHY J. REED  
PROFESSIONAL LAND SURVEYOR  
LS 2089

STATE OF MISSOURI ) SS  
COUNTY OF BOONE )

ON THIS 17<sup>th</sup> DAY OF SEPTEMBER, 2014 BEFORE ME PERSONALLY  
APPEARED TIMOTHY J. REED TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO  
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE  
SAME AS HIS FREE ACT AND DEED.  
IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY  
OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR FIRST  
ABOVE WRITTEN.  
MY TERM EXPIRES DECEMBER 6, 2015.

JOSHUA D. LEWIS, NOTARY PUBLIC  
JOSHUA D. LEWIS, NOTARY PUBLIC



NOTE: THIS TRACT IS TO BE UTILIZED BY A PUBLIC UTILITY.

APPROVED FOR RECORDING THIS 23<sup>rd</sup> DAY OF SEPTEMBER, 2014.

STAN SHAWVER, DIRECTOR OF RESOURCE MANAGEMENT

Recorded in Boone County, Missouri  
Date and Time: 09/25/2014 @ 02:53:51 PM  
Instrument #: 2014018428 Book: 4354 Page: 130  
Survey: REED (TRACT 1)  
Owner: COLUMBIA CITY OF MO  
Instrument Type: B/LR  
Recording Fee: \$27.00  
No. of Pages: 1  
Bethe Johnson, Recorder of Deeds