



# City of Columbia

701 East Broadway, Columbia, Missouri 65201

Department Source: Public Works

To: City Council

From: City Manager & Staff

Council Meeting Date: January 19, 2016

Re: Contract for Sale of Real Estate for Municipal Service Center

## Executive Summary

Authorizing the City Manager to execute a Contract for Sale of Real Estate with The Callaway Bank for the purchase of approximately 8.55 acres of land in the Auburn Hills Subdivision, for a Municipal Service Center. This project has been identified as a future public safety project in the 2015 Capital Improvement Sales Tax Ballot.

## Discussion

With the passage of the 2015 Capital Improvement Sales Tax Ballot, funding in the amount of \$969,000 was allocated in FY2016 for Phase I of a Municipal Service Center to be located in the north Columbia area. Approximately 8.55 acres of land was identified in the Auburn Hills Subdivision for this purpose.

Public Works staff negotiated with The Callaway Bank for the purchase of four parcels of land, located on International Drive, for a purchase price of \$484,170. Staff is requesting that Council authorize the City Manager to execute a Contract for Sale of Real Estate with The Callaway Bank to purchase this property for the future Municipal Service Center.

## Fiscal Impact

Short-Term Impact: \$969,000 was allocated from the 2015 Capital Improvement Sales Tax Ballot for a Municipal Service Center North, Phase I project. With these funds, \$484,170 is being used to purchase 8.55 acres of land in the Auburn Hills Subdivision.

Long-Term Impact: An additional \$8.7M will be budgeted in FY2018 for construction of the facility.

## Vision & Strategic Plan Impact

### [Vision Impacts:](#)

Primary Impact: Community Facilities & Services, Secondary Impact: Development, Tertiary Impact: Tertiary

### [Strategic Plan Impacts:](#)

Primary Impact: Public Safety, Secondary Impact: Infrastructure, Tertiary Impact: Tertiary

### [Comprehensive Plan Impacts:](#)



# City of Columbia

701 East Broadway, Columbia, Missouri 65201

Primary Impact: Livable & Sustainable Communities, Secondary Impact: Infrastructure,  
Tertiary Impact: Tertiary

## Legislative History

Date	Action
None	None.

## Suggested Council Action

Authorize the City Manager to execute a Contract for Sale of Real Estate with The Callaway Bank for the purchase of 8.55 acres of land in the Auburn Hills Subdivision for a future Municipal Service Center.

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

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

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

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

Council Bill No. B 14-16

**AN ORDINANCE**

authorizing a contract for sale of real estate with The Callaway Bank for property located in the Auburn Hills Subdivision to be used for the future Municipal Service Center; directing the City Clerk to have the contract recorded; 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 Callaway Bank for property located in the Auburn Hills Subdivision to be used for the future Municipal Service Center. The form and content of the contract shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The City Clerk is authorized and directed to have the contract recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

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

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

APPROVED AS TO FORM:

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

**CONTRACT FOR SALE OF REAL ESTATE**

This contract is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter referred to as "City") and The Callaway Bank, P.O. Box 10, Fulton, Missouri, 65251 (hereinafter referred to as "Seller").

**WITNESSETH:**

1. City agrees to buy and Seller agrees to sell the following described real property located on Missouri 763, Rangeline Street in Columbia, Boone County, Missouri more particularly described as follows:

A tract of land located in the West Half, NW 1/4 of Section 30, Township 49 North, Range 12 West, City of Columbia, Boone County, Missouri, being all of Lot 1204 of Auburn Hills Plat 12 as recorded in Book 2933, Page 3 and as described in Trustee's Deed as recorded in Book 3821, Page 44, both being of the Boone County Records and containing 2.85 Acres.

and

A tract of land located in the West Half, NW 1/4 of Section 30, Township 49 North, Range 12 West, City of Columbia, Boone County, Missouri, being all of Lot 1205 of Auburn Hills Plat 12 as recorded in Book 2933, Page 3 and as described in Trustee's Deed as recorded in Book 3821, Page 44, both being of the Boone County Records and containing 1.29 Acres.

and

A tract of land located in the West Half, NW 1/4 of Section 30, Township 49 North, Range 12 West, City of Columbia, Boone County, Missouri, being all of Lot 1206 of Auburn Hills Plat 12 as recorded in Book 2933, Page 3 and as described in Trustee's Deed as recorded in Book 3821, Page 44, both being of the Boone County Records and containing 1.80 Acres.

and

A tract of land located in the West Half, NW 1/4 of Section 30, Township 49 North, Range 12 West, City of Columbia, Boone County, Missouri, being all of Lot C1506 of Auburn Hills Plat 15 as recorded in Book 3295, Page 93 and as described in Trustee's Deed as recorded in Book 3821, Page 43, both being of the Boone county Records and containing 2.61 Acres.

on the following terms and conditions set out herein.

2. The total purchase price for the parcels shall be Four Hundred Eighty Four Thousand One Hundred Seventy Dollars (\$484,170.00) and payable to Seller at closing.
3. Merchantable fee simple title of record as defined by the Missouri Bar Title Standard shall be conveyed by general warranty deed for the described real estate, free and clear of all encumbrances, except as hereinafter provided.
4. Seller shall, within thirty (30) days from the date of this contract, deliver to City a commitment from a title insurance company authorized to issue titles in Missouri agreeing to issue title insurance to the above described real estate in the name of the City in the amount of the purchase price and City shall have twenty (20) days from receipt of the title commitment to examine title and make any objections to the title exceptions in writing to seller. If City makes no written objections within that time period, City shall waive any right to make objection. In the event City notifies Seller of a lawful objection, Seller shall have sixty (60) days to remove the encumbrance or defect. If seller is unable to do so by closing, then City may terminate this contract and this contract shall be void. For purposes of title, merchantable title shall be defined by the Missouri Bar Title Examination Standards and any objections must conform to those standards. The cost of the title commitment policy shall be paid by Seller.
5. In order to establish whether any environmental contamination or hazard exists on any portion of the property, City may obtain, at City's expense, a Phase I Environmental Survey from a reputable environmental engineering firm as soon as reasonably possible after execution of this agreement. The environmental study shall reflect the presence or absence of any hazardous waste, biological or environmental hazard or unsafe condition within the meaning of federal or state environmental protection laws. If the survey reflects the possible existence of hazardous waste or any environmental hazard on the property, the closing date shall be delayed for a reasonable period of time (not to exceed one hundred twenty days). Within this period of time, City, at its expense, shall arrange for additional environmental tests and studies to establish to City's satisfaction that there is no environmental contamination of the soil or groundwater on the property which would impose any liability under any federal or state law for remediation of the condition by the City if City acquires the property. If such tests reveal or recognize

environmental condition or contamination on the property that requires remediation under federal or state law, City shall so notify Seller. Within ten (10) days of receipt of such notice, Seller must notify City whether or not Seller will remediate the contamination. If Seller fails to notify City within the ten (10) days, Seller shall conclusively be presumed to have decided not to remediate the contamination. If Seller decides not to remediate the contamination, City shall have the option of either purchasing the property or declaring this agreement void.

6. Seller agrees that City shall have the right to enter upon the above described real property prior to the closing dates set out in this agreement for the purpose of performing the environmental assessment described above, at City's expense.
7. The transaction for the property shall be closed at Boone Central Title Company, 601 East Broadway, Columbia, Missouri on or before February 29, 2016, or at such other time when the parties may agree at which time title to the property shall be delivered to City and all monies and papers shall be delivered and transferred. City and Seller shall each pay one-half of the closing fees charged by the title company and City shall pay to record the warranty deed.
8. Real estate taxes for the year 2016 for the property shall be prorated and Seller shall remit the Seller's portion of said taxes to City at closing.
9. This contract shall be contingent upon the final approval of the City Council of Columbia, Missouri.
10. This contract and any exhibits attached thereto constitute the complete agreement of the parties and may be modified only by written agreement.
11. This contract shall be construed under the laws of the State of Missouri and any legal measures to enforce this contract shall be filed in the Circuit Court of Boone County, Missouri or the Western District of the Federal Court in the State of Missouri.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have been duly authorized to execute this contract as of the day and year first above written.

CITY:

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

STATE OF MISSOURI        )  
                                      ) ss  
COUNTY OF BOONE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared Mike Matthes, to me personally known, who, being by me 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 in 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. 440-8800-518.60.65, C00641 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

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

SELLER:

THE CALLAWAY BANK

By: \_\_\_\_\_

Name: Gary Meyerpeter

Title: President - Boone County Market

ATTEST:

By: \_\_\_\_\_

Name: Jacob Pestle

Title: Branch Manager

STATE OF Missouri )

)

) ss

COUNTY OF Boone )

On this 29<sup>th</sup> day of December, 2015, before me, a Notary Public in and for said state, personally appeared, Gary Meyerpeter, to me personally known, who being by me duly sworn did say that he/she is President of The Callaway Bank, and that this instrument was signed on behalf of The Callaway Bank and further acknowledged that he/she executed the same as his/her free act and deed for the purpose therein stated and has been duly granted the authority by said limited liability corporation to execute the same.

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

Amanda Bargas  
Notary Public

My commission expires: 03-06-2017

AMANDA BARGAS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Boone County  
My Commission Expires: March 06, 2017  
Commission Number: 13703239