



City of Columbia

701 East Broadway, Columbia, Missouri 65201

Department Source: Parks and Recreation

To: City Council

From: City Manager & Staff

Council Meeting Date: March 21, 2016

Re: Acquisition of Two Parcels Located in The Vineyards Subdivision

Executive Summary

The Parks and Recreation Department is requesting Council approval to acquire two parcels located in The Vineyards subdivision located south of East Highway WW. These parcels are owned by Vineyards Columbia, LLC. Vineyards Columbia, LLC, as required from a previous development agreement, is donating a parcel of 18 acres, and the department is requesting approval to purchase an additional 24.8 acres that include a small lake and is adjacent to the donated track. Park staff has negotiated a selling price of \$33,728 for the 24.8 acres, or \$1,360/acre. The two parcels of land can be accessed by the El Chaparral neighborhood to the west and will have access to the east from The Vineyards neighborhood once final construction of the neighborhood infrastructure is completed by the development group. The parcels are undeveloped and will be used to preserve natural areas; provide citizen access to a 15 acre lake on the property; and pending neighborhood involvement, provide neighborhood park amenities, such as a playground, small shelter, parking, and walking trails. Funding for the land acquisition is from the 2010 Park Sales Tax park acquisition account.

Discussion

The request for authorization to acquire the property in The Vineyards subdivision is based on the identified need for a future neighborhood park in this area of the city. This need was identified in the City's *2013 Parks, Recreation, and Open Space Master Plan*, which evaluated future needs for neighborhood park acquisitions. The proposed acquisition is located in east Columbia and can be accessed from Eldorado Drive in the El Chaparral neighborhood and will have access from The Vineyards neighborhood upon completion of the western portion of the neighborhood.

Park staff first became aware of the availability of this property in 2005 during the annexation of the 160.87 acre property into the city by the original developers of the property, Property Development Inc. and Billy and Glenda Sapp. As part of the development agreement, dated August 22, 2005, the developer was required to convey 18 acres of land to the Parks and Recreation Department located south of the dam of the lake for park purposes.

Since the original development agreement, the property has been sold and is now owned by Vineyards Columbia, LLC, and Lindall and Jane Ann Perry. In February 2015, park staff met with Lindall and Jane Ann Perry to discuss the donation of the property and potential sale of additional acres of land adjacent to the donated land. Ongoing negotiations from the first meeting to now eventually led to a tentative agreement to purchase 24.8 acres for \$33,728 and accept a donation of 18 acres.



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The two undeveloped parcels will eventually be used as a neighborhood park for The Vineyards and El Chaparral neighborhoods and for land preservation on the east side of Columbia. The southern portion of the donated property also includes a portion of the south fork of the Grindstone Creek and will provide future access for the development of the south fork of the Grindstone Creek Trail as shown in the department's 2013 Trails Master Plan. As part of the 2015 Park Sales Tax funding, park staff allocated \$75,000 for the development of the property in FY-2021. Pending input and consensus from neighborhood residents, the funding would allow for the construction of a small parking lot at the end of Eldorado Drive in the El Chaparral neighborhood and the construction of a walking trail around the lake on the 24.8 acre property to be purchased by the Parks and Recreation Department. The construction of these amenities will provide access to the park from the El Chaparral neighborhood.

Park staff will return to Council at a future date to request Council authorization to acquire one lot on the east side of the lake. This acquisition will take place after the developer submits final plat plans for the subdivision adjacent to the park property. Staff has requested one lot that will allow access for the Vineyards neighborhood to the east, as well as the possible construction of a small parking lot and neighborhood park amenities. Staff will conduct interested parties meetings with the neighborhoods to gather input regarding what type of park amenities should be included in the park development, including but not limited to, a playground, shelter, outdoor fitness equipment and other general park features.

Funding for the acquisition is from the 2010 Park Sales Tax. Due to economic concerns regarding revenue predictions for the last two Park Sales Tax ballot issues, staff has adopted the policy of delaying park acquisition until the end of the ballot cycle. The 2010 Park Sales Tax officially ends March 31, 2016 and the 2015 Park Sales Tax revenue begins to collect starting April 1, 2016. This allows the department to make sure that the identified projects from the 2015 Park Sales Tax ballot are completed; and if the sales tax does not generate the revenue as predicted, it primarily impacts the amount of funds that are available for land acquisition. Following the acquisition of this property and other obligations, there will be a balance of approximately \$940,000 in the park land acquisition accounts for remaining high priority properties per Council direction.

Fiscal Impact

Short-Term Impact: The proposed purchase price for the 24.8 acre property is \$33,728. Funding set aside for land acquisition from the 2010 Park Sales ballot is available to cover the cost of this acquisition.

Long-Term Impact: Staff allocated \$75,000 from the 2015 Park Sales Tax for the initial development of the property. The proposed improvements are scheduled to take place in FY-2021. Prior to development, the property will require periodic mowing to allow for limited public use of the site. Estimated annual cost for mowing is approximately \$1,000.



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Vision & Strategic Plan Impact

Vision Impacts:

Primary Impact: Parks, Recreation & Greenways, Secondary Impact: Environment, Tertiary Impact: Development

Strategic Plan Impacts:

Primary Impact: Infrastructure, Secondary Impact: Secondary, Tertiary Impact: Tertiary

Comprehensive Plan Impacts:

Primary Impact: Environmental Management, Secondary Impact: Land Use & Growth Management, Tertiary Impact: Mobility, Connectivity, and Accessibility

Legislative History

| Date | Action |
|------------|--|
| 08/22/2005 | Annexation of 160.87 acre property into the city by the original developers of the property, Property Development Inc. and Billy and Glenda Sapp and development agreement, dated August 22, 2005, required a donation of approximately 18 acres of land to the Parks and Recreation Department. |

Suggested Council Action

If the Council concurs that the acquisition of the described park land is appropriate, the ordinance should be approved authorizing the land acquisition to proceed and the City Manager to execute the Contract for Sale of Real Estate.

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 63-16

AN ORDINANCE

authorizing a contract for sale of real estate with Vineyards Columbia, LLC for the acquisition of property located southwest of the intersection of Route WW and Rolling Hills Road to be used for park purposes; 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 Vineyards Columbia, LLC for the acquisition of property located southwest of the intersection of Route WW and Rolling Hills Road to be used for park purposes. The form and content of the contract shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. The City Clerk is authorized and directed to have a certified copy of 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 agreement is dated this _____ day of _____, 2016 (the "Effective Date"), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter referred to as "CITY") and Vineyards Columbia, LLC, a Missouri limited liability company located in Columbia, Missouri (hereinafter referred to as "Sellers").

WITNESSETH:

1. City agrees to buy and Seller agrees to sell the following described real property being:

Twenty Four and Eight Tenths Acres more or less, with the exact legal description to be provided, as shown on the attached The Vineyards Subdivision Park Exhibit, being a part of E ½ of Section 21 and West ½ of Section 22, Township 458 north, Range 12 West, Columbia, Boone County, Missouri, attached hereto as Exhibit A,

(the "Property") on the following terms and conditions set out herein.

2. The purchase price for the property shall be Thirty Three Thousand Seven Hundred Twenty Eight Dollars (\$33,728.00) payable to Sellers at closing, by check drawn on the City of Columbia, MO.
3. Merchantable title of record and in fact shall be conveyed by general warranty deed, free and clear of all encumbrances, except Permitted Encumbrances as hereinafter defined.
4. Seller shall, within thirty (30) days from the Effective Date, deliver to City a title insurance commitment (the "Commitment") from a company authorized to issue title insurance in Missouri agreeing to issue title insurance for the above-described real estate in the name of the City, and City shall have twenty (20) days from receipt of the 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, and all exceptions to title listed on the Commitment shall be "Permitted Encumbrances." 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 at or before closing, then City may terminate this contract, in which event the parties shall have no further obligations to each other hereunder. If City does not terminate this Contract, and elects to close, the encumbrances to which City objected shall become Permitted Encumbrances. 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 Commitment shall be paid by Seller. The cost of any title policy issued pursuant to the Commitment shall be paid by Buyer.

5. City may obtain, at City's expense, a Phase I Environmental Survey from a reputable environmental engineering firm within thirty (30) days after the Effective Date. In the event that said Phase I 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) (the "Extension Period"), by written notice from City to Seller. During the Extension Period, 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(s) or contamination on the property that requires remediation under federal or state law, City shall so notify Seller in writing. Within ten (10) days of receipt of such notice (the "Remediation Notice Period"), Seller must notify City in writing whether Seller will remediate the contamination. If Seller fails to notify City within the Remediation Notice Period, 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 terminating this Contract in writing, in which event the parties shall have no further obligations under this Contract. In the event that Seller does not terminate this Contract within ten (10) days following the end of the Remediation Notice Period (the "Environmental Contingency Termination"), Buyer shall be deemed to have elected to purchase the Property..
6. This contract shall be closed on the later of March 15, 2016, or ten (10) days following the Environmental Contingency Termination, or at such other time when the parties may agree, at the office of the Boone Central Title Company, 601 East Broadway, Columbia, MO, at which time title to the Property shall be delivered to City and all monies and papers shall be delivered and transferred.
7. Possession of the property shall be delivered to City at closing.
8. Real estate taxes for the year 2015 and prior shall be paid by Sellers. Real estate taxes for 2016 shall be prorated between the parties and Sellers' portion of said taxes shall be set off against the purchase price at closing.
9. This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties.
10. This contract shall be contingent upon the approval of the City Council of Columbia, Missouri.
11. This contract is also contingent upon the Sellers donating to City at no cost, an eighteen (18) acre tract with the e legal description to be provided by survey, as shown on the

attached exhibit, pursuant to the terms of the Development Agreement dated January 15, 2016.

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

[SIGNATURES ON FOLLOWING PAGES]

CITY:

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 _____, 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. _____ and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

John Blattel, Director of Finance

SELLERS:

Vineyards Columbia, LLC

By: [Signature]

Vineyards Columbia, LLC
Member

Name: Jane Ann Perry

Vineyards Columbia, LLC

Title: Member, Vineyards Columbia, LLC

ATTEST:

By: [Signature]

Name: James Adam Burger

Title: Personal Banker Associate

STATE OF Missouri

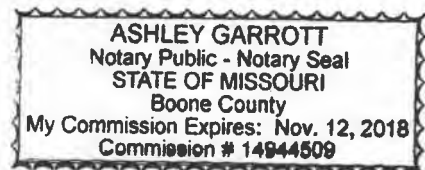
COUNTY OF Boone

On this 23rd day of February, 2016, before me, a Notary Public in and for said state, personally appeared, Jane Perry, to me personally known, who being by me duly sworn did say that he/she is Member of Vineyards Columbia, LLC, a Missouri limited liability corporation, and that this instrument was signed on behalf of said limited liability corporation 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.

[Signature]
Notary Public

My commission expires: 11-12-2018



VINEYARDS COLUMBIA, LLC
THE VINEYARDS SUBDIVISION
PARK EXHIBIT
11/30/2015

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