

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

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

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

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

Council Bill No. B 329-12

**AN ORDINANCE**

authorizing a contract for sale of real estate with Central Concrete Company for the acquisition of property near the intersection of Vandiver Drive and Lake Ridgeway Road for a compressed natural gas fueling station; 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 Central Concrete Company for the acquisition of property near the intersection of Vandiver Drive and Lake Ridgeway Road for a compressed natural gas fueling station. The form and content of the contract shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

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

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

APPROVED AS TO FORM:

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

**CONTRACT FOR SALE OF REAL ESTATE**

This agreement is dated this 5 day of Nov, 2012, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter referred to as "CITY") and Central Concrete Company, a Missouri corporation (hereinafter referred to as "Seller").

**WITNESSETH:**

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

The south two acres more or less of Lot Twenty (20) of Centerstate Plat One (1), a subdivision located in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 35, Page 33, Records of Boone County, Missouri, with the exact legal description to be provided by a replatted survey as provided herein.

on the following terms and conditions set out herein.

2. City shall, at City's expense, take all steps necessary to replat the existing Centerstate Plat 1 into two parcels: one being approximately 5.72 acres to be retained by Seller, and one to be approximately 2.00 acres to be purchased by the City pursuant to this contract, said replat to be approved by Seller.
3. The purchase price for the property shall be Three Hundred Thousand Dollars (\$300,000.00) payable to Seller at closing.
4. Merchantable title of record and in fact as defined by the Missouri Bar Title Standards shall be conveyed by general warranty deed, free and clear of all encumbrances, except as hereinafter provided. The preliminary title examination commitment reflects a number of title defects including, but not limited to, a federal tax lien and a deed of trust to Boone County National Bank, which must be removed prior to closing.

5. Seller shall obtain a commitment to title insurance issued by a title insurance company acceptable to City. The commitment must obligate the title insurance company to issue a title insurance policy to the City at closing (or as soon thereafter as reasonably possible) which insures that Seller's title is free and clear of encumbrances, except real estate taxes for the year of closing and other exceptions approved by City. The amount of the title insurance shall be the purchase price. The premium shall be paid by Seller at closing. The title insurance commitment must describe any exceptions to the policy, which will be issued immediately at closing or as soon thereafter as reasonably possible.
6. 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 fail 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.
7. At the time of closing and as a condition of this contract, City agrees to vacate a sanitary sewer easement recorded at Book 360, Page 59 of the Boone County, Missouri records, said vacation to be confirmed by such vacation document(s) as may be required by Seller and the title insurer.
8. As a condition of this contract, Seller will at Seller's expense take all steps necessary to dedicate Lake Ridgeway Road to the public for roadway purposes prior to closing.
9. This contract is contingent upon this property being zoned or successfully rezoned if necessary for the approval of the site plan for the CNG Station.

10. This transaction shall be closed on or before January 30, 2013, or at such other time when the parties may agree, at the office of Boone Central Title Company, Columbia, MO, at which time title to the property shall be delivered to City and all monies and papers shall be delivered and transferred.
11. Real estate taxes for the year 2012 and prior shall be paid by Seller. Real estate taxes shall be prorated for 2013 with Seller's portion of said taxes to be withheld from the purchase price at closing.
12. City acknowledges that Seller may engage in a 1031 exchange concerning the sale of the subject property, and City agrees to cooperate with Seller concerning said exchange and to execute such documents as may be required for said exchange.
13. This agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties.

[SIGNATURES ON THE 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:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Fred Boeckmann, City Counselor

STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF BOONE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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: \_\_\_\_\_.

SELLER:

CENTRAL CONCRETE COMPANY

By: [Signature]

Name: KIRK FARMER

Title: AUTHORIZED SIGNATORY

ATTEST:

\_\_\_\_\_

STATE OF Missouri )  
COUNTY OF Cole ) ss

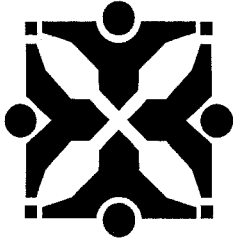
On this 5 day of Nov, 2012, before me appeared Kirk Farmer to me, personally known, who, being by me duly sworn, did say that s/he is the Authorized Signer of Central Concrete Company, a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that the instrument was signed and sealed in behalf of the corporation by authority of its board of directors and s/he acknowledged the instrument to be the free act and deed of the corporation.

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: Nov 27, 2015

JEAN MACKNEY  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Cole  
My Commission Expires 11/27/2015  
Commission # 11500009



Source: Public Works *Jah*

Agenda Item No:

To: City Council  
From: City Manager and Staff *M*

Council Meeting Date: Nov 19, 2012

Re: Acquisition of Land for a Compressed Natural Gas (CNG) Fueling Station

**EXECUTIVE SUMMARY:**

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute a Contract for Sale of Real Estate with Central Concrete Company for the purchase of property identified as the site for a future CNG fueling station. This purchase is budgeted in the FY13 CIP.

**DISCUSSION:**

Compressed natural gas is quickly becoming the fuel of choice for fleet vehicles nationwide. CNG offers advantages over gasoline and diesel, producing significantly cleaner emissions at a lower cost, and CNG prices average \$1.40 to \$2.00 less per gallon than diesel fuel.

The City of Columbia, through its Fleet Operations Division, is planning to purchase a two acre lot near the corner of Vandiver Drive and Lake Ridgeway Road as a site for a future CNG fueling station. The site is advantageous as it has direct access to the natural gas pipeline and excellent road access for City vehicles. The CNG fueling station is a permitted use in an M-1 Manufacturing District.

**FISCAL IMPACT:**

The purchase price for the property is \$300,000.00, and funds have been appropriated in the FY13 CIP.

**VISION IMPACT:**

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

City Services will be efficient, effective and expanded. Use available technology to increase and improve city services offered to the community.

**SUGGESTED COUNCIL ACTIONS:**

Approve the ordinance authorizing the City Manager to execute the Contract for Sale of Real Estate.

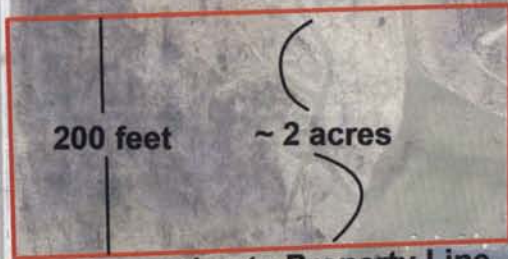
FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	Yes	Federal or State mandated?	No
Amount of funds already appropriated	\$350,000.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	3.4
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	3.4.1
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	





VANDIVER DRIVE

LAKE RIDGEWAY ROAD



Approximate Property Line



City of Columbia, Missouri  
Department of Public Works

### Location Diagram

Scale: 1"=167' GIS Office Date: 11-08-12

2011 Imagery Source: Boone County Assessor