

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18816

Sponsor(s): Frank White, Jr.

Date: April 27, 2015

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A Resolution transferring \$208,860.00 within the Park Enterprise Fund and Authorization for Execution of a Real Estate Contract for Purchase of 34.81 acres of land for the Little Blue Trace Park</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$ 208,860.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$ 208,860.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$ 208,860.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM : 300-5300-8020 Enterprise Fund To: 300-5300-8010 Land and Right of Way</td> <td>FROM ACCT \$ 208,860.00 TO ACCT \$ 208,860.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable):N/A</p>	Amount authorized by this legislation this fiscal year:	\$ 208,860.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$ 208,860.00	Amount budgeted for this item * (including transfers):	\$ 208,860.00	Source of funding (name of fund) and account code number; FROM : 300-5300-8020 Enterprise Fund To: 300-5300-8010 Land and Right of Way	FROM ACCT \$ 208,860.00 TO ACCT \$ 208,860.00
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): None</p> <p>Prior resolutions and (date): N/A</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Bruce Wilke, Landscape Architect; 816-503-4802</p>										
<p>REQUEST SUMMARY</p>	<p>We are requesting approval of the execution of a Real Estate Contract between the County and Mark and Teresa Dresslaer and authorization for the County Executive, or appointed Administrative Officer, to execute any additional documentation necessary to acquire 34.81 acres of land along the Little Blue River, all in a form to be approved by the County Counselor. The Dresslaers, after being made aware of the County's need to obtain the property so that the Little Blue Trace Trail may be extended over it, have agreed to sell the property to the County.</p> <p>We further request \$208,860.00 be transferred from account # 300-5300-8020 into account # 300-5300-8010 and appropriated to fund the transaction. We further request that Finance be authorized to issue checks for \$1,000.00 earnest money funds for deposit with the designated title company upon execution of the contract by the sellers and the County in a form to be approved by the County Counselor and the remaining \$207, 860.00 to issued pursuant to the closing date and delivery of the executed deed in escrow in a form to be approved by the County Counselor, all such checks to be payable to either the Sellers or the title company as may be determined by the County Counselor.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Location Map	
REVIEW	Department Director: <i>Nichole Freeman</i>	Date: <i>4-20-15</i>
	Finance (Budget Approval): <i>If applicable</i> <i>Mary Rasmussen</i>	Date: <i>4/20/15</i>
	Division Manager: <i>Mary Jane Brown</i>	Date: <i>4/22/15</i>
	County Counselor's Office:	Date:

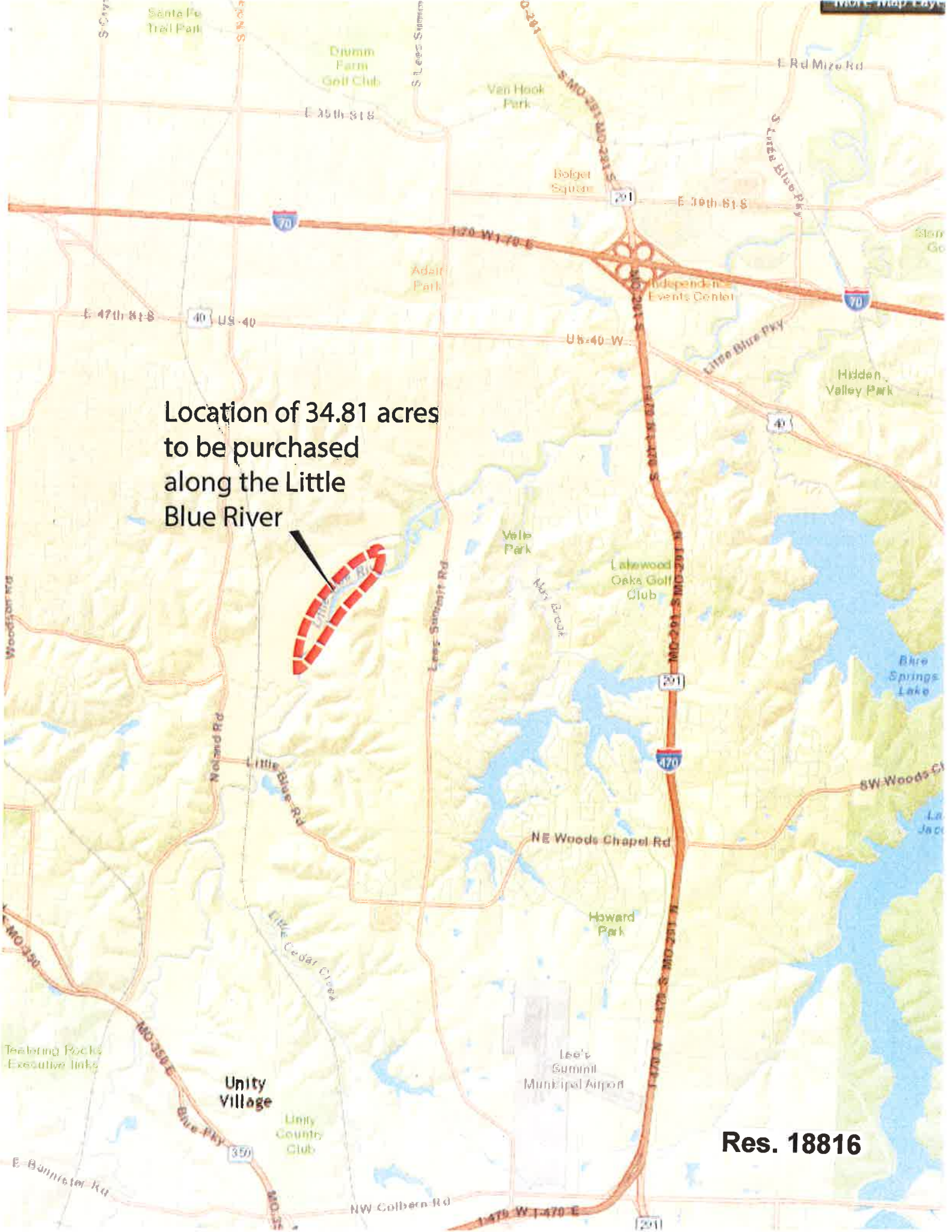
Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the Park Enterprise Fund in 2015.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Location of 34.81 acres to be purchased along the Little Blue River



Res. 18816

Real Estate Contract

THIS CONTRACT is made this _____ day of _____, 2015, by and between MARK DRESSLAER and TERESA DRESSLAER, husband and wife ("Sellers"), and JACKSON COUNTY, MISSOURI ("Buyer").

WITNESSETH: Seller hereby sells to Buyer the following described real estate, in Jackson County, State of Missouri, to-wit:

See Exhibit A attached hereto.

Subject, however, to any recorded restrictions, easements, party wall agreements and community contracts and subject, also, to any existing leases, tenancies and zoning laws, on the following terms and conditions, to-wit:

1. The purchase price is Two Hundred Eight Thousand Eight Hundred Sixty and No/100 Dollars (\$208,860.00), which Buyer agrees to pay as follows: One Thousand Dollars (\$1,000.00) at the signing of this Contract, the receipt whereof is hereby acknowledged by Sellers and which is deposited with First American Title Insurance Company, 7200 College Boulevard, Overland Park, Kansas as part of the consideration of the sale; the balance to be paid in the following manner: Two Hundred Seven Thousand Eight Hundred Sixty Dollars (\$207,860.00) in certified funds on delivery of deed as herein provided. Closing shall be on or before May 31, 2015.

2. Buyer shall install a 47' high woven fence with a single strand of barbed wire on top of the fence to establish a new boundary line around the above described real estate. Buyer shall also install two gates at the access points of the fence line according to the survey. The fence and gates shall be constructed by Buyer within six (6) months after closing.

3. Sellers represent and warrant that:

a. Sellers have good, marketable and insurable fee simple title to the Property free and clear of all liens and encumbrances.

b. There are no pending suits or proceedings against or affecting Sellers or any part of the Property which (i) do or could affect title to the Property or any part thereof; or (ii) could prohibit or make unlawful the consummation of the transaction contemplated by this contract, or render Sellers unable to consummate the same.

c. To the best of Seller's knowledge, the Property, nor any part thereof, has been used to treat, deposit, store, dispose of, or place any hazardous substances, as defined by 41 U.S.C.A. Section 9601(14); nor has Sellers authorized any other person or

entity to treat, deposit, store, dispose of or place any hazardous substance, as defined above, on the Property, or any part thereof; and to the actual knowledge of Sellers, no other person or entity has treated, deposited, stored, disposed of, or placed any hazardous substance, as defined on the Property, or any part thereof. Buyer shall have the right to conduct a Phase I environmental survey of the Property at Buyer's expense. In the event a release or threatened release of a hazardous substance, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9607 or any applicable Statutes or federal statutory or common law, is discovered on the Property, regardless of whether Sellers were in any way responsible for such release, Buyer shall have the right to terminate this contract and receive the return of its deposit.

Buyer assumes all liability and expense for any environmental conditions on or affecting the Property including without limitation any contamination by or release of hazardous substances occurring after closing, except such conditions caused by acts or omissions of Sellers. The agreements of this paragraph 3 shall survive the closing without limitation except applicable statutes of limitation.

4. Sellers shall pay all taxes, general and special, and all assessments, which are due and have accrued at the date of this Contract and Buyer shall assume such taxes, assessments and installments of unpaid special assessments becoming due thereafter, except that all general, state, county, school and municipal taxes (exclusive of rebates, penalties or interest) payable during the calendar year in which the deed is delivered shall be prorated between Sellers and Buyer on the basis of said calendar year, as of the date of delivery of the deed. If the amount of any such tax to be prorated cannot then be ascertained, proration shall be computed on the amount thereof for the preceding year.

5. Sellers shall furnish Buyer an Owner's Title Insurance Policy in the amount of the purchase price from a company authorized to insure titles in the state in which above said property is located, insuring a merchantable fee simple title in Buyer as of the date of recording the deed, subject only to such liens and encumbrances as are hereinabove specified. Sellers shall deliver said title company's commitment for such title policy to Buyer at the office of Jackson County Courthouse County Counselor, 200 County Counselors Office, 415 E. 12th Street, Kansas City, Missouri, 64106, Attn: William Snyder, within twenty (20) days from the date hereof. Buyer shall have ten (10) days to examine said commitment and to file any objections in writing within said ten (10) days with Sellers. Sellers shall remove said objections or satisfy the same within twenty (20) days from receipt of notice of the same, the title policy to be issued promptly after the recording of the deed. If such objections to title cannot be rectified by Sellers within the time specified, or if Sellers cannot deliver a commitment for such title policy within the time specified, this Contract shall be null and void (unless Buyer elects to waive such objections), and the money deposited aforesaid shall be returned to Buyer.

6. If Sellers has a merchantable fee simple title to said property, as aforesaid, Sellers shall deliver for Buyer a General Warranty Deed, properly executed and conveying said property free and clear of all liens and encumbrances whatsoever, except as hereinabove specified; Buyer shall thereupon pay the balance of said cash payment.

7. If Sellers have kept their part of this Contract, and Buyer fails to do so, within five (5) days thereafter, then this Contract may or may not be operative thereafter, at the option of Sellers, and, in the event Sellers shall declare the Contract inoperative, the money deposited aforesaid shall be paid to Sellers as liquidated damages.

IN WITNESS WHEREOF, said parties hereunto subscribed their names. Executed in triplicate.

“Sellers”

“Buyer”

MARK DRESSLAER

JACKSON COUNTY, MISSOURI

By: _____
Q. Troy Thomas
Director of Finance and Purchasing

TERESA DRESSLAER

APPROVED AS TO FORM:

By: _____
W. Stephen Nixon
County Counselor

ATTEST BY:

Mary Jo Spino
Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$208,860.00 which is hereby authorized.

Date

Director of Finance and Purchasing

Account # _____