

Introduced by: Council Present

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN LAND IN THE CITY OF BERKELEY COMMONLY KNOWN AS AN UNDERSIZED PARCEL OF LAND AT THE END OF STANBERRY DRIVE AND DIRECTLY BEHIND 4451 BROWN ROAD AS OUTLINED IN BIDDING DOCUMENT 908

WHEREAS, the City of Berkeley City Council has determined that a certain municipally owned land designated as one undersized parcel on the City’s zoning map (hereinafter the “subject property” or the “property”), is no longer necessary for municipal purposes and as such shall be sold, “Exhibit A” and;

WHEREAS, the City of Berkeley advertised the sale of the undersized parcel through the City’s bidding process; and, received and opened one sealed bid priced beyond the minimum bid.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

Section 1. Terms and Conditions shall apply:

1. The subject property being sold is subject to the express condition that it shall be added to and become a part of the adjacent lands of the purchaser and it shall for all future purposes be considered as one parcel.
2. The City of Berkeley do hereby consider and accepts the bid of \$5,050, the purchaser shall record the deed after all zoning approvals.
3. The purchaser shall file cash, a bank check or a cashier’s check to the City of Berkeley Finance Director immediately after passage of this ordinance.
4. Purchaser is to conduct all necessary title searches prior to the date of the sale.
5. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the City of Berkeley as to the conditions of the property; the premises are being sold in their present conditions “as is”.
6. That the sale is made subject to all applicable laws, regulations and ordinances of the City of Berkeley.
7. That no employee, agent or officer of the City of Berkeley has any authority to waive, modify or maned any of the conditions of the sale.
8. The property will be conveyed by a Quit Claim Deed and such conveyance shall be subject to all covenants, restrictions, reservations and easements established of record or by prescription and without representation as to character of title of the property to be conveyed.

Section 2. Additional Terms the Purchaser must comply with:

- a. Purchaser shall deposit cash, check or cashier check in the amount of not less than 10% of the bid price within 10 days of approval by City Council. In the event the purchaser fails to timely deposit 10% of the bid price, the City of Berkeley may re-bid the subject property.
- b. The purchased property shall be consolidated with the purchaser's existing property under the City's Zoning procedures.
- c. The successful purchaser shall pay at the time of ordinance passage:
 - a. The balance of the purchase price
 - b. The cost of recording deeds and agrees that deeds shall be recorded by the purchaser.
- d. To pay all real estate taxes for the balance of the current year as of the date of closing.
- e. To abide by appropriate zoning, subdivision, health and building regulations, and codes, and stipulate that this sale will not be used as grounds to support any variance from the regulations.
- f. That the failure to close title as agreed shall forfeit to the City of Berkeley any and all money deposited with the City of Berkeley.
- g. That the purchase price shall not be used as grounds to support a challenge of the existing assessments with regard to other property.
- h. That the title shall close on or before 6-months, and that date shall be considered time is of the essence. The City of Berkeley reserves the right to require that the adjoining pieces of contiguous property be merged and treated as one piece of property.
- i. The City of Berkeley reserves the right to withdraw the offer of sale and reject any and all bids.
- j. All sales are subject to final approval by the City of Berkeley Council.
- k. The City of Berkeley does not warrant or certify title to the property and in no event shall the City of Berkeley be liable for any damages to the purchaser if title is found unmarketable for any reason and the purchaser waives any and all right in damages or by way of liens against the City of Berkeley, the sole remedy being the right to receive a refund, prior to closing, of the deposit paid in the event title is found unmarketable. It shall be the obligation of the successful purchaser to examine title to the premises prior to the closing. In the event of closing and later finding of defect of title, the City of Berkeley shall not be responsible for the same, shall not be required to refund money or correct any defect in title or be held liable for damages.

- I. Acceptance of the bid shall constitute a binding agreement of sale, and the purchaser shall be deemed to agree to comply with the terms of conditions of the sale herein contained.
- m. The sale is subject to all of the terms and conditions as provided for in Bidding Document Number 908.

Section 3. Definitions

Construction. Where consistent with the context in which used in this ordinance, words importing the singular shall include the plural; words importing the plural shall include the singular; and words importing one gender shall include all other genders.

Inconsistency. Should any provision of this ordinance be inconsistent with the provisions of any prior ordinances, the inconsistent provisions of said prior ordinances are hereby repealed, but only to the extent of such inconsistencies.

Purpose of Captions. Captions contained in this ordinance have been inserted only for the purpose of facilitating reference to the various sections, and are not intended and shall not be utilized to construe the intent and meaning of the text of any section.

Section 4. Severability

In the event that any provision of this ordinance, or the application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction, such declaration of invalidity shall not affect any other provision or application of this ordinance which may be given effect and, to realize this intent, the provisions and application of this ordinance are declared to be severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon final adoption.

1st Reading, this _____
 2nd Reading this _____
 3rd Reading, PASSED and APPROVED, this _____

ATTEST:

 Babatunde Deinbo, Mayor

 Deanna L. Jones, City Clerk

Final Roll Call:

 Approved as To Form:
 Donnell Smith, City Attorney

Councilwoman Mitchell	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Greene	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___



REPORT TO CITY COUNCIL

To: Honorable Mayor of Berkeley and City Council
From: Debra M. Irvin, City Manager
Date: October 8, 2020
Subject: Recommendations to Council on Bid 908

A bid opening was held on October 8, 2020 at 10:00 a.m. in the Berkeley Council Chambers for the purchase of land as outlined in Bid 908. There was one (1) company that submitted a sealed bid. The results are as follows:

1. **FP2 Natural Bridge LLC - Totaling: \$5,050.00**
Redevelopment Budget

- \$500 -Donation to Red Bird Rookies Program
- \$8,000 – Fence
- \$15,000 – Parking
- \$10,000 – Sewer Work

Total Redevelopment Budget - \$33,500 with land Purchase \$38,550

RECOMMENDATION

I am recommending **FP2 Natural Bridge LLC to purchase the land as outlined in Bid 908**, they are the owner of FP2 Natural Bridge which is contiguous to land, and it will be used for the purpose of overflow parking.

SUPPORTING DOCUMENTS

Please find attached the Purchase Form Agreement and the bid results from the October 8, 2020 at 10:00 a.m. Bid Opening.

IMPACT ON BUDGET

Release of the city from spring, summer and winter management

RECOMMENDED CITY COUNCIL ACTION

Approval of the paving Contract Agreement with **FP2 Natural Bridge LLC**

Respectfully submitted,



COMPANY INFORMATION FORM

Please print legibly, except where signature is required.

Date: 09/22/2020

Company Name: FP2 Natural Bridge LLC

Company Address: 4451 Brown Rd

Phone Number:

Cell Phone: same

E-mail Address:

Website: www.greenlightdispensary.com

Authorized Officer: Tom ~~Bos~~marito

Signature:

Title: Member

PURCHASE PRICE FORM

Date: 09/22/2020

To: City of Berkeley Missouri
Deanna Jones, City Clerk
8425 Airport Rd
Berkeley, Missouri 63134

To Whom It May Concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the project affecting the cost of work, and with the specifications, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to perform the work associated with the installation of irrigation/sprinkler systems in various locations, including site restoration in connection with the work within the City of Berkeley.
2. In submitting this bid, the bidder understands that the right is reserved by the City to reject any and all bids. Basis of award will be the total base bid of the lowest qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within ninety (90) days after the opening thereof, or any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.
3. The bidder is prepared to submit a financial statement for improvements.
4. **PURCHASE PRICE: \$ 5,050.00**

Donation: \$500 to Red Bird Rookies Youth Baseball

This will verify that at 10:00 am on October 8, 2020
 BID NO. 908 "Request-For Proposal For Sale of Real estate" was opened and read aloud.
 Signed: Amedee Tohouenou Title: Contract Specialist



		Name of Bidder:	Name of Bidder:	Name of Bidder:	Name of Bidder:	Name of Bidder:
		FP2 Natural Bridge LLC				
		Bid Bond: Yes ___ No ___	Bid Bond: Yes ___ No ___	Bid Bond: Yes ___ No ___	Bid Bond: Yes ___ No ___	Bid Bond: Yes ___ No ___
Pg.No.	Item Description	X				
2-5	Specification -General Instructions to Bidders	X				
6	Company Information Form	X				
7	Purchase Price Form	X				
8	Description of Property Use-Budget Form	X				
	Purchase Price	\$5,050				
	Donation	\$500				
	Fence	\$8,000				
	Parking	\$15,000				
	Sewer Work	\$10,000				
	Estimated Budget Detail	\$38,550				
	Number of Copies	1				