CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	November 24, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-143	
AGENDA TITLE	Resolution to purchase land at 1000 Gillam Ave.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Kendal Francis	
FISCAL INFORMATION	Cost as recommended:	$75,000
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Purchase land on which to build the new standalone police and fire station.	
BACKGROUND	This site along with the adjacent property to the west were first recommended by the Blue Ribbon panel as the best location for the new standalone emergencies services facility. Staff concurs with that recommendation. The parcel is 1.8 acres. The 2015 appraisal is $97,200. The funding will come from the sale of city properties.	
SPECIAL NOTES		
ANALYSIS		
PUBLIC INFORMATION PROCESS		

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Approve Resolution
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. R-15-143

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A REAL ESTATE CONTRACT WITH COMMUNITY STATE BANK FOR THE PURCHASE OF PROPERTY LOCATED AT 1000 GILLAM.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk are hereby authorized to execute a contract and other required documents for the purchase of property located at 1000 Gillam at a price of $75,000.

ADOPTED THIS 24th DAY OF NOVEMBER, 2015.

_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT made and entered into as of this _____ day of November, 2015, by and between the **Community State Bank, N.A., successor to Condon National Bank,** whose mailing address is P.O. Box 219, Coffeyville, Kansas 67337, hereinafter referred to as "SELLER," and **City of Coffeyville, Kansas,** a municipal corporation, whose mailing address P.O. Box 1629, Coffeyville, Kansas 67337, hereinafter referred to as "BUYER," WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, SELLER and BUYER agree as follows:

1. Real Estate Sold. SELLER agrees to sell and BUYER agrees to buy the following described real estate situated in Montgomery County, Kansas, to-wit:

> Lots 1, 2, 3, 4 and 5, Block 2, Solomon and Waters Second Addition to the City of Coffeyville; and
>
> Lot 37, except the West 20 feet thereof, and all of Lots 38, 39, 40, 41 and 42, Pleasant View Second Addition to the City of Coffeyville, 1000 Gillam,

together with any improvements thereon, subject to the terms and conditions stated in this agreement.

2. Purchase Price. The purchase price is $75,000.00, which shall be paid at closing, subject to adjustments and pro-rations as provided herein.

3. Closing and Possession. This agreement shall be closed on or before December 18, 2015, unless said closing date is extended by written consent of SELLER and BUYER. BUYER shall be entitled to possession at closing.

4. Taxes. Taxes will be pro-rated to closing.

5. Condition of Property. The property consists of vacant lots. The BUYER is aware of the condition of the property and accepts it AS IS, WHERE IS, and IN ITS PRESENT CONDITION.

6. Title Evidence. SELLER shall provide a standard owner's preliminary title insurance report and, after closing of this agreement, a standard owner's title insurance policy which will insure BUYER against loss or damage by reason of defects in the title to said real estate. Upon delivery of said preliminary owner's title insurance report, BUYER shall have a reasonable time, not to exceed ten (10) working days, to examine and return the same to SELLER with any written objections concerning the marketability of the title, or the same shall be deemed waived. SELLER shall have a reasonable time, not to exceed one hundred twenty (120) days, to satisfy any valid objections to title.

7. Deed. SELLER shall convey by warranty deed and other documents necessary to complete this transaction, which shall be delivered to BUYER at closing, upon receipt of the $75,000.

8. Closing Costs. The cost of title insurance and all other customary closing charges shall be split equally.

9. No Other Agreements. This agreement constitutes the entire agreement between the parties, and there are no representations, warranties, conditions, or covenants other than those expressly stated herein.

10. Heirs and Assigns. This agreement shall extend to and become binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have subscribed their names the day and year first above written.

SELLER – COMMUNITY STATE BANK	BUYER – CITY OF COFFEYVILLE
_____	_____
Michael V. Ewy, President	Christopher V. Williams, Mayor
Attest:	Attest:
_____	_____
Larry Semmel, Secretary	Cindy Price, City Clerk