



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 2933-22, Awarding Bid No. 22-06, Sale of City Land – 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2933-22, authorizing the Mayor to execute a land sale contract with Kansas City Properties and Investments, LLC – 1st reading by title only.

SUMMARY:

In early 2021, staff received and presented to the Board a request for proposed use of the parkland at 111 North Bridge Street for outdoor dining space for Humphrey's Bar and Grill. At the May 4, 2021 Work Session, the Board directed staff to research options for potential use of this space to bring back for review and discussion.

The proposal submitted is included as is a map of the Downtown area with the potential area of use outlined in black (in the alleyway portion of Courtyard Park).

The land that the proposed patio would be located on is City Land and part of the adjacent Courtyard Park. The owner is asking for the use of the property to then construct the patio with no financial help from the City. The options below hold the assumption that the constructed patio is for private use only and not available for public use.

Because the proposal uses park land (the area used as an alleyway is technically park land and not designated as an official alley or parking lot) and in the Downtown area, this proposal has been reviewed by both the Parks and Recreation Committee and the Main Street group. Both groups have indicated the proposed use is consistent with goals of the community.

During the September 16, 2021 Work Session, staff presented three separate options on how to move forward with the submitted proposal. The Board directed staff to develop an RFP for the sale of the portion of land. The draft RFP is attached.

On December 2, 2021, staff provided the proposed RFP to the Board in a work session for further direction. The Board directed staff to post the RFP as presented. RFP #22-06 was posted on December 10, 2021 with a deadline date of January 3, 2022 at 10:00 AM. Staff received one bid from Kansas City Properties and Investments LLC in the amount of \$26,100.

PREVIOUS ACTION:

Work Session discussions held on May 4, 2021, September 16, 2021, and December 2, 2021.

POLICY OBJECTIVE:

Improve Economic Impacts and encourage business downtown.

FINANCIAL CONSIDERATIONS:

The proposed contract would sell the land for approximately \$12 per foot for a total of \$26,100. Additional costs associated with the execution of the sale include survey, title, and insurance. It is anticipated that net revenue will be approximately \$23,000.

ATTACHMENTS:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: RFP #22-06 and Kansas City Properties and Investments, LLC Bid Response. | |

BILL NO. 2933-22

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE CONTRACT WITH KANSAS CITY
PROPERTIES & INVESTMENTS LLC FOR THE SALE OF SURPLUS CITY-
OWNED PROPERTY**

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE
CITY OF SMITHVILLE, MISSOURI AS FOLLOWS:**

That on this _____ day of _____ 2022, the matter of the Approval of the Contract between the City and Kansas City Properties & Investments LLC, a Missouri Limited Liability Company for the Sale of surplus City-Owned Property in the Downtown District comes on regularly before the City Board of Alderpersons.

It is shown to the Board of Alderpersons that:

WHEREAS the City solicited pursuant to the authority of Missouri Law proposals for Sale of surplus City-Owned Property in the Downtown District in the form of RFP #22-06. which is attached hereto as **Contract Exhibit A**; and

WHEREAS in response to City RFP #22-06 Buyer delivered the detailed Bid for the Property which is attached hereto as **Contract Exhibit B**; and

WHEREAS the Buyer's bid and response as set forth in **Contract Exhibit B** was deemed by the City as the successful bidder.

WHEREAS the City Attorney has drafted a proposed Sale Contract and Deed which is attached hereto as **Ordinance Exhibit 1** which is incorporated by reference as if more fully set forth herein verbatim.

THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI AS FOLLOWS: The Contract by and between the City of Smithville Missouri and Kansas City Properties & Investments LLC, a Missouri Limited Liability Company for the sale of surplus City-Owned Property in the Downtown District a copy of which is attached hereto as **Ordinance Exhibit 1** is hereby approved. The Mayor is authorized and directed to execute said contract on behalf of the City.

PASSED THIS ____ DAY OF _____ 2022.

DAMIEN BOLEY, MAYOR

ATTEST:

LINDA DRUMMOND, CITY CLERK

ORDINANCE EXHIBIT 1

REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT (hereinafter referred to as the "Contract") dated as of the Effective Date (as defined below) will constitute the Contract for the sale of the Property by and between The City of Smithville Missouri, a Missouri Municipality ("Seller"), and Kansas City Properties & Investments LLC, a Missouri Limited Liability Company ("Buyer").

WHEREAS the City solicited pursuant to the authority of Missouri Law proposals for Sale of surplus City-Owned Property in the Downtown District in the form of RFP #22-06 which is attached hereto as **Contract Exhibit A**; and

WHEREAS in response to City RFP #22-06 Buyer delivered the detailed Bid for the Property which is attached hereto as **Contract Exhibit B**; and

WHEREAS the Buyer's bid and response as set forth in **Contract Exhibit B** was deemed by the City as the successful bidder.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Contract Documents: The Contract between the parties shall consist of this Contract, **Contract Exhibit A** and **Contract Exhibit B**. The Parties further agree that this Contract is a memorialization and a supplement to **Contract Exhibits A** and **B** attached hereto. In the event of a conflict in the interpretation of the contract documents, the parties agree that the terms within the contract documents shall be construed or given binding effect in the following order:

- a) This Contract; and then
- b) **Contract Exhibit A**; and then
- c) **Contract Exhibit B**.

2. The Property. For the price and upon and subject to the terms, conditions and provisions set forth in this Contract, Seller will sell and convey to Buyer, and Buyer will purchase from Seller the real estate, described in **Contract Exhibit A** attached hereto ("Property"), which Property consists of approximately .05 acres, 17.5 feet of frontage along North Bridge Street and approximately 120 feet of frontage along Courtyard Park (see **Contract Exhibit A** attached).

3. **Purchase Price, Deposit.** The purchase price ("Purchase Price") for the Property will be Twenty-Six Thousand One Hundred and No/100 Dollars (\$26,100.00). Buyer agrees to pay the Purchase Price as follows:

(a) Within one (1) business day after the Effective Date, or within one business day after written notice of the Effective Date to Buyer, Buyer will deliver to Thompson Title Company 1000 Middlebrook Dr, Liberty, MO 64068 (the "Title Company"), as Escrow Agent, the sum of One Thousand and No/100 Dollars (\$1,000.00) in good funds as an earnest money deposit (the "Deposit"). The Escrow Agent. Said funds to be held by the Title Company without interest.

(b) On the Closing Date (as defined in Section 8 hereof), Buyer will pay the balance of the Purchase Price by federal wire transfer of funds or other certified funds as provided in Section 8(b)(ii) hereof, subject to the credits, prorations and adjustments set forth herein, and the Deposit and interest accrued thereon, will be applied to the Purchase Price.

4. **Title and Deed.** On the Closing Date, Seller will sell and convey to Buyer fee simple title to the Property by warranty deed in proper form for recording (the "Deed") (a copy of which is attached hereto as **Contract Exhibit C**), subject to (a) such matters as may be shown in the "Title Commitment" (hereinafter defined) or the "Survey" (hereinafter defined), which are approved by Buyer or which are deemed approved by Buyer as provided in this Contract. The matters identified in clauses (a) of the preceding sentence, and all other matters designated herein as permitted exceptions to Buyer's title, are herein called the "Permitted Exceptions."

5. **Title Insurance; Survey.**

(a) As soon after the Effective date as Reasonably possible, Seller will, at Seller's expense, cause to be delivered to Buyer (i) a title insurance commitment (the "Title Commitment") issued by the Title Company, together with (ii) a copy of all exception documents listed in Schedule B of the Title Commitment. The Title Commitment will constitute the commitment of the Title Company to issue to Buyer, at Seller's expense, an owner's title insurance policy, in the then current ALTA standard Form B policy form (the "Title Policy"), in the amount of the Purchase Price, insuring that at the time of the recording of the Deed there is vested in Buyer good fee simple title to the Property. Title is to be marketable title as set forth in Title Standard No. 4 of the Missouri Bar. All other endorsements and extended coverage to the Title Policy, if any, including those set forth above, shall be paid for by Buyer.

(b) The Parties will jointly retain Kaw Valley Engineering to provide a current survey (the "Survey") of the Property. Total cost of the Survey not to exceed Three Thousand Four Hundred Dollars (\$3,400.00). Seller to pay Two Thousand Eight Hundred Dollars (\$2,800.00) and Buyer to pay Six Hundred Dollars (\$600.00) of said survey costs. The Survey will be certified to Buyer, Seller, Buyer's lender (if any) and the Title Company.

(c) Buyer will have a period of ten (10) days after receipt of both the survey and the Title Commitment (the "Objection Period") within which to object to Seller in

writing with respect to any matters shown in the Title Commitment and/or the Survey. If Buyer so objects, Buyer, at its option, may cancel this Contract in which event the Deposit will be returned to Buyer and neither party will have any further obligation or liability to the other hereunder, or allow Seller, during the period ending at 4:00 p.m. Twenty Days after the end of the Objection Period (the "Cure Period") to cure such matters. Nothing herein will be construed to require Seller to bring any action or proceeding to cure any title or survey objections or otherwise to incur any expense in connection therewith.

(d) If Seller fails, within the Cure Period, to cure any matter to which Buyer has objected and requested Seller to cure as provided in paragraph (c), above, and Buyer does not waive such objectionable matter within two (2) business days thereafter, this Contract will be deemed cancelled in which event the Deposit will be returned to Buyer and neither party will have any further obligation or liability to the other hereunder.

(e) If Buyer fails, within the Objection Period, to object in writing to any matters shown in the Title Commitment and/or the Survey, then Buyer will be deemed to have irrevocably waived all objections to title to the Property which were disclosed by the Title Commitment, or the Survey and all such matters will be deemed to be Permitted Exceptions hereunder.

6. **Physical Inspection.**

(a) Buyer is familiar with the Property and is purchasing the Property as is without any representation from the Seller as to the condition of the Property. Nonetheless, Buyer may at Buyer's cost and expense, cause such tests, inspections, and examinations to be made by a firm or firms designated by Buyer with respect to the elevations, topography, soil conditions, cultural or historical matters, storm water drainage, environmental matters (including a Phase I and a Phase II environmental audit), availability of utilities, and all other matters regarding the condition of the Property (collectively, the "Inspections") as Buyer deems reasonably appropriate. Buyer will cause all results and reports (collectively the "Inspection Results") with respect thereto to be completed and delivered to Buyer on or before the later of the following dates (the "Inspection Period"): (a) Forty-Five Days after the Effective Date or (b) Twenty Days after the date on which both the Title Commitment and Survey have been delivered to Buyer. If any of the Inspection Results disclose conditions or other matters unacceptable to Buyer in its reasonable discretion, then Buyer will have the right to terminate this Contract by giving notice to Seller of its election to do so at any time within the Inspection Period and shall deliver to Seller along with such notice a copy of any non-privileged report demonstrating unacceptable condition or matter. If Buyer timely gives such notice to terminate this Contract, then this Contract will automatically terminate, the Deposit thereon will be returned to Buyer and neither party will have any further obligations hereunder. If Buyer does not timely give such notice to terminate this Contract, then Buyer will be deemed to have waived its right to terminate under this paragraph (a) and thereafter will not have the right to do so and the Deposit shall

be non-refundable and payable to Seller as Seller's sole remedy if Buyer thereafter terminates the Contract or otherwise fails to close. Notwithstanding the foregoing, Buyer may close the Inspection Period prior to the last day of same, as computed above, so long as Buyer gives Seller clear and unequivocal written notice of same (the Inspection Period shall be deemed closed on the date of Buyer's said written notice to Seller).

(b) Buyer and its designees may enter the Property to perform the Inspections and will be given reasonable timely access to Seller's records and personnel to the extent related to the Inspections. Buyer will indemnify and hold harmless Seller from and against all liability, loss, damages, and expenses (including reasonable attorneys' fees) in connection with bodily injury and/or property damage to the extent such damage or injury results from the negligence or intentional acts of Buyer or its designees in the performance of the Inspections, such obligation to survive the termination of this Contract, notwithstanding any contrary provision herein. In any event, Buyer shall, at its sole cost and expense, affect such repairs as are necessary to restore the Property to its original condition prior to the Inspections resulting from negligence or intentional acts of Buyer or its designees in the performance of the Inspections. Buyer's obligation to indemnify Owner and repair the Property as stated in this Section 5 (B) shall survive Closing (as hereinafter defined) or termination of this Contract. Buyer shall maintain liability insurance during such Inspection Period in amounts and coverages reasonably acceptable to Seller and shall deliver to Seller its certificate of insurance naming Seller as an additional insured.

(c) Buyer agrees to indemnify, save harmless, and defend Seller, its elected officials, officers, and employees from and against all claims, actions, damages, liability and expense in connection with personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Property caused by the act or omission of the Buyer or its designees in conducting the Inspections. Any defense conducted by Buyer of any such claims, actions, damages, liability, and expense will be conducted by attorneys chosen by Seller, and Buyer will be liable for the payment of all court costs, expenses of litigation, reasonable attorneys' fees and any judgment that may be entered therein. Buyer's obligation to indemnify Seller as stated in this Section 6(c) shall survive Closing (as hereinafter defined) or termination of this Contract.

7. Default.

(a) If Seller breaches this Contract including being unable to deliver a marketable fee simple title to the Property as set forth herein, Buyer will have the option as Buyer's sole remedy and relief, taking such title as Seller can give, or of terminating this Contract, in which event the Deposit thereon will be returned by the Title Company to Buyer.

(b) If Buyer breaches this Contract, Seller may, as Seller's sole remedy and relief hereunder, terminate this Contract and thereupon be entitled to receive the Deposit as liquidated damages (and not as a penalty). Seller and Buyer have made

the above provision for liquidated damages because it would be difficult to calculate on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach.

8. **Closing Date; Closing Procedure.**

(a) Unless otherwise terminated as provided herein, and except as hereinafter provided, this transaction will be closed (the "Closing") at the office of the Title Company on the 15th day after expiration of the Inspection Period (the "Closing Date"), or such other date mutually agreed upon by the parties in writing (if the Closing Date so computed shall be a Saturday, Sunday or legal holiday during which the Clay County Recorder of Deeds is not open for recording business with the public, the Closing Date shall instead be the next day thereafter which is not a Saturday, Sunday or legal holiday during which the Clay County Recorder of Deeds is not open for recording business with the public. An executed copy of this Contract will be delivered to the Title Company by Seller and will constitute the instructions to the Title Company to complete the Closing.

(b) The following will be deposited with the Title Company on or before the Closing Date:

Seller will deposit or cause to be deposited:

The Deed, in the form reasonably acceptable to Buyer (together with such other instruments as may be required by local law in connection with the conveyance of real property) duly executed and acknowledged.

A closing statement prepared by the Title Company and executed by Seller.

Such other documents and instruments as the Title Company reasonably requires.

Such other instruments as are reasonably required by the Buyer's financing company (if any) and/or as are reasonably necessary or appropriate to consummate the sale contemplated by this Contract.

Buyer will deposit or cause to be deposited:

By federal wire transfer of funds or other certified funds, an amount equal to the balance of the Purchase Price.

Such documents and instruments as the Title Company reasonably requires evidencing the due organization and valid existence of Buyer and its authority to enter into and perform its obligations under this Contract.

A closing statement prepared by the Title Company and executed by Buyer; and

Such other instruments as are required by this Contract and/or as are reasonably necessary or appropriate to consummate the sale contemplated by this Contract.

(c) Upon receipt of all of the documents and funds described in Paragraph (b), above, the Title Company will (i) record the Deed; (ii) disburse funds as shown in Seller's closing statement; (iii) deliver to Buyer the Title Policy, the original Deed, as

recorded, and a copy of Buyer's closing statement executed Buyer; and (iv) deliver to Seller a photocopy of the Deed, as recorded, and a copy of Seller's closing statement.

9. **Prorations; Closing Costs.**

(a) Seller is a Government entity and therefore, there are no general state, county and city taxes and installments of special assessments (collectively, "Taxes"), levied or assessed against the Property.

(b) Buyer will pay:

(i) One-half of the Title Company's fee for acting as closing agent, if any; and

(ii) The cost of recording the Deed; and

(iii) The cost of any endorsements and extended coverage to the Title Policy.

(iv) One-half of the Escrow fees, if any.

(vii) Buyer's share of the cost of the Survey, all inspections and all fees and costs related to Buyer's financing of the Property (if any).

(c) Seller will pay:

(i) The cost of recording all releases of existing mortgages and other financing instruments.

(ii) The cost of the premium for the Title Policy in the amount of the Purchase Price (excluding costs for endorsements and extended coverage to the Title Policy).

(iii) One-half of the Escrow fees, if any; and

(iv) One-half of the Title Company's fee for acting as closing agent, if any.

10. **Possession.** Possession of the Property will be delivered to Buyer on the Closing Date, subject to the Permitted Exceptions.

11. **Condemnation.** If, prior to the Closing Date, all or any material part of the Property is taken in any proceeding by public authority or any other body vested with the power of eminent domain, by condemnation or otherwise or is acquired for public or quasi-public purposes or condemnation proceedings therefore will have been instituted, then (except as provided below) Buyer will have the right to cancel this Contract, said election to be exercised by Buyer by giving Seller notice to such effect prior to the Closing Date but not later than five (5) days after Buyer receives notice of such occurrence. If Buyer elects to cancel this Contract, the Deposit thereon will be returned to Buyer and both parties will be relieved and released of and from all further liability hereunder. Unless this Contract is so canceled, it will remain in full force and effect without any reduction in the Purchase Price and Seller will assign, transfer and set over to Buyer all of its right, title and interest in any awards that may be made for such taking and at the Closing, Seller will convey to Buyer such portion of the Property as is not so taken.

12. **Brokers.** Each party represents and warrants to the other that it has had no dealings with any broker or agent in connection with this transaction. Each party agrees to indemnify and save the other party harmless from all claims, liability and

expense (including reasonable attorneys' fees) made against or suffered or incurred by the other party as a result of a breach of the foregoing representation and covenants.

13. **Condition of Property.** Buyer agrees with Seller that by its act of closing this transaction on the Closing Date, Buyer will have examined and will have investigated to Buyer's full satisfaction the physical nature and condition of the Property; that neither Seller nor any party purporting to act on behalf of Seller has made any representations whatsoever regarding the Property or any part thereof, except as set forth in this Contract, including, without limiting the generality of the foregoing, representations as to the physical nature or condition thereof and restrictions thereon, the zoning thereof, regardless of whosoever, whensoever and wheresoever the same may be or hereafter arise; and that Buyer, in executing, delivering and/or performing this Contract, does not rely upon any statement and/or information to whomsoever made or given, directly or indirectly, verbally or in writing except as set forth in this Contract, by Seller or any party purporting to act on behalf of Seller.

14. **Seller's Warranties or Covenants.** This transaction shall be on an "AS IS, WHERE IS" basis.

15. **Buyer's Representations and Warranties.** Buyer represents that C. Shane Crees is a member and Manger of Buyer and that as such he is duly authorized to execute this Contract on behalf of Buyer.

16. **Assignment.** Buyer may not assign or transfer Buyer's rights or obligations under this Contract without Seller's consent, which may be withheld or delayed at Sellers sole discretion. Assignment of this Contract by Buyer, however, shall not release Buyer of Buyer's obligations to Seller hereunder.

17. **Attorneys' Fees.** In the event it becomes necessary for either party hereto to file suit to enforce this Contract or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

18. **Entire Agreement; Modifications; Authority.** This Contract contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated hereunder. No alteration, change or modification of this Contract will be effective unless made in writing and executed by Seller and Buyer.

19. **Effective Date.** The term "Effective Date" as used herein means the date on which it is last signed by either Buyer and by Seller (after having been approved by Seller's Board of Aldermen).

20. **Time.** Time is of the essence in the performance of all obligations under this Contract.

21. **Notice.** All notices required under this Contract and all approvals and other communications required or permitted to be given hereunder, must be in writing and be hand-delivered, delivered by facsimile transmission to the number herein or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller: Cynthia Wagner and
Anna Mitchell,
Smithville City Hall
107 West Main Street,
Smithville, Missouri 64089

With copy to: Kuhlman, Reddoch and Sullivan PC
Suite 200
1201 W. College
Liberty Missouri 64068
Attn: John Reddoch

If to Buyer: Kansas City Properties & Investments LLC,
1539 Swift Ave
North Kansas City, MO 64116
Attn: C. Shane Crees

With copy to: Kansas City Properties & Investments LLC,
13530 Olivet Rd
Smithville, Missouri 64089
Attn: C. Shane Crees

Any notice will be deemed given on the day after the date such notice is mailed as hereinbefore provided, or on the day of hand-delivery or facsimile transmission.

22. **Terminology.** The words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation". The words "herein", "hereof", "hereunder" and similar terms will refer to this Contract unless the context requires otherwise. Where the context requires, the neuter gender will include the masculine and/or feminine, and the singular will include the plural and vice versa.

23. **Governing Law.** This Contract will be governed by and construed in accordance with the laws of the State of Missouri. Any action regarding or arising out of the terms and conditions of this Contract shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other and the parties submit to such jurisdiction and venue.

24. **Binding Effect.** This Contract will be binding upon and, subject to the provisions of Section 16 hereof regarding assignment, inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

25. **Survival.** All provisions or requirements of this Contract not capable of being performed prior to the Closing Date will remain in full force and effect after the Closing Date.

26. **Counterparts.** This Contract may be executed in separate counterparts, each of which will be deemed to be an original and all of which, collectively, will be deemed to constitute one and the same Contract.

27. **Waiver.** The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Contract can be waived except by the written consent of the party granting the waiver, and forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by the other party.

28. **Severability.** All of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Contract could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

29. **Withdrawal.** If counterparts of this Contract are not executed and delivered by all parties hereto and a fully executed counterpart received by Buyer on or before Ten (10) Days after the City (Seller) has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter this Contract this Contract shall be null and void.

30. **Condition Precedent:** This Contract shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Seller:

The City of Smithville Missouri

By: _____
Damien Boley, Mayor

Date: _____

Buyer:

KANSAS CITY PROPERTIES & INVESTMENTS LLC,
a Missouri limited liability company

By: _____
C. Shane Crees, Manager

Date: _____

Attach RFP #22-06

CONTRACT - EXHIBIT A

CONTRACT -EXHIBIT B

Attach Buyer's Response to RFP #22-06

CONTRACT - EXHIBIT C

MISSOURI SPECIAL WARRANTY DEED

THIS MISSOURI SPECIAL WARRANTY DEED, made on the _____ day of _____, 2022, by and between the City of Smithville Missouri a Missouri Municipality ("**Grantor**"), and Kansas City Properties & Investments LLC, a Missouri Limited Liability Company ("**Grantee**") with an address of 13530 Olivet Rd Smithville, Missouri 64089.

WITNESSETH, THAT GRANTOR, in consideration of the sum of **TEN DOLLARS (\$10.00)**, to it paid by the Grantee (the receipt and sufficiency of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee of the second part, its successors and assigns, that certain real estate situated in the County of Clay, and State of Missouri, and more particularly described on Deed Exhibit A attached hereto, subject to all liens, easements, encumbrances and restrictions of record on the date hereof.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the Grantee and unto its heirs and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by Grantor; and that it will warrant and defend the title to said premises unto Grantee and unto its heirs, successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officer the day and year first above written.

GRANTOR:

The City of Smithville Missouri

By: _____
Damien Boley, Mayor

Date: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this _____ day of _____ 2022, before me, a Notary Public in and for said state, personally appeared Damien Boley, Mayor, of the City of Smithville Missouri, known to me to be the person who executed this Special Warranty Deed and that said instrument was signed on behalf of the City of Smithville Missouri pursuant to the authority of the City Board of Aldermen, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

Notary Public in and for
said County and State

My Commission Expires:

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

DEED EXHIBIT A

LEGAL DESCRIPTION

Insert the Legal Description from the Survey.

CONTRACT - EXHIBIT A

Attach RFP #22-06

CONTRACT -EXHIBIT B

Attach Buyer's Response to RFP #22-06

CONTRACT - EXHIBIT C

MISSOURI SPECIAL WARRANTY DEED

THIS MISSOURI SPECIAL WARRANTY DEED, made on the _____ day of _____, 2022, by and between the City of Smithville Missouri a Missouri Municipality ("**Grantor**"), and Kansas City Properties & Investments LLC, a Missouri Limited Liability Company ("**Grantee**") with an address of 13530 Olivet Rd Smithville, Missouri 64089.

WITNESSETH, THAT GRANTOR, in consideration of the sum of **TEN DOLLARS (\$10.00)**, to it paid by the Grantee (the receipt and sufficiency of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee of the second part, its successors and assigns, that certain real estate situated in the County of Clay, and State of Missouri, and more particularly described on Deed Exhibit A attached hereto, subject to all liens, easements, encumbrances and restrictions of record on the date hereof.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the Grantee and unto its heirs and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by Grantor; and that it will warrant and defend the title to said premises unto Grantee and unto its heirs, successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officer the day and year first above written.

GRANTOR:

The City of Smithville Missouri

By: _____
Damien Boley, Mayor

Date: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this _____ day of _____ 2022, before me, a Notary Public in and for said state, personally appeared Damien Boley, Mayor, of the City of Smithville Missouri, known to me to be the person who executed this Special Warranty Deed and that said instrument was signed on behalf of the City of Smithville Missouri pursuant to the authority of the City Board of Aldermen, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

Notary Public in and for
said County and State

My Commission Expires:

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

DEED EXHIBIT A

LEGAL DESCRIPTION

Insert the Legal Description from the Survey.

RFP #22-06 Sale of City-Owned Property in Downtown District**THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING PROFESSIONAL SERVICE:**

The City currently owns real estate which it is not using and has no reasonable anticipation or plans of using or developing in the future. The City believes that if a private individual or entity were to develop the property the sale of the property and subsequent development would benefit the City. Therefore, the City of Smithville is soliciting proposals from qualified individuals and entities to buy City-owned property located in the downtown area on Bridge Street, south of 111 Bridge Street. The property is being sold "as is" without any representation as to its condition.

The purpose of this RFP is to identify a buyer with the interest, resources, and experience to purchase and develop the property into a desirable addition to downtown Smithville. The bidder deemed to have submitted the highest and best bid will be offered the opportunity to sign a standard real estate purchase contract with the City as drafted by the City. If the City and the selected preferred buyer are reasonably unable to reach agreement as to the terms of the contract, the City may at its option select the second highest and best bid or reject all bids submitted in response to this RFP.

All bidders for said property by submitting a bid recognize and agree that the City makes no representations as to what can or cannot be built or developed on this land. That the land is and will be subject to all applicable rules, regulations, and procedures attendant with regard to the development of any property. The information below has been estimated, is not guaranteed to be accurate, and it is the Bidder's responsibility to confirm the accuracy of these claims.

INSTRUCTIONS TO BIDDERS

1. RFPs must be addressed to Anna Mitchell, 107 West Main Street, Smithville, Missouri 64089, and be received before 10:00 a.m. on the date of closing.
2. Responses and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. All RFPs must be sealed and marked on the outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 10:00 a.m. on the 3rd day of January 2022, at City Hall.
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be directed to Anna Mitchell, Assistant City Administrator, 107 West Main Street, Smithville, Missouri 64089; (816) 532-3897.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.


Finance Director

Issued: December 10, 2021

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 West Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the form provided for the purpose of submitting quotes and if applicable should give the offered price. Any questions regarding this request may be addressed to Anna Mitchell, Assistant City Administrator, 107 West Main Street, Smithville, Missouri 64089, (816) 532-3897.

RFP #22-06 Sale of City-Owned Property in the Downtown District

General Information

I. Site Information

Smithville was established in 1867 and still retains its strong agricultural roots. Downtown Smithville seeks to be the civic, entertainment, and cultural heart of the community. The City is in process of completing a \$3.45 million streetscape project in the general downtown area which includes asphalt street replacement, curb and gutter, sidewalk, storm sewer, streetlights, traffic signs, and other amenities. A 1.6-mile trail connecting downtown Smithville to Smithville Lake has recently been constructed.

The subject property is approximately .05 acres, 17.5 feet of frontage along North Bridge Street and approximately 120 feet of frontage along Courtyard Park (see exhibit 1 attached). The site is currently an undeveloped vacant lot with adjacent parking and direct access to Courtyard Park and is being offered for sale "as is" without any representation concerning its condition. The property is located north of the main intersection of the historic Smithville's downtown, a burgeoning historic district characterized by Courtyard Park, restaurants, and retail.

The property is currently zoned B-4. See Section 400.170 of the City Code for precise language of allowed uses. You can view the code online at www.smithvillemo.org, or use the following link: <https://ecode360.com/28674544>

II. Evaluation & Selection

The City will evaluate proposals and select the proposal that it judges to be in the highest and best interests for the City. The City shall be the sole judge of what constitutes the highest and best interests of the City.

The City's evaluation criteria will include in no particular order, but shall not be limited to the following:

- Price to be paid for said property.
- Overall responsiveness to the RFP.
- The generally anticipated use by the bidder of the property and how such use will benefit the City.
- The experience of the bidder with using property for the generally anticipated use.
- Financial capability of the bidder to develop the property for the generally anticipated use.
- Unique strengths or capabilities of the bidder

The proposal evaluation and selection process will follow the following general timeline. The City reserves the right to change this schedule to meet the needs of City staff, the selection committee, and the Board of Alderman.

Issue RFP: December 9, 2021

Final day to submit questions: December 27, 2021

Final amendment/addendum issued no later than: December 29, 2021

Proposals due: January 3, 2022, 10:00 a.m.

A City review committee will review all proposals and may interview a short list of respondents and make a recommendation to the Board of Alderman. After selection by the Board of Alderman, within 30 days the City will present the successful bidder a real estate sales contract. The successful bidder will have 10 days to execute the contract.

The City may also request additional information from respondents at any time prior to final approval of a selected respondent to clarify (but not substantially change the bid as submitted). The City reserves the right to reject any or all of the respondents. The City will select what, in its sole judgment, it determines will be in the highest and best bid received.

All submittals shall become the property of the City, and, after selection process, will be a part of the public record.

III. Response Requirements

Responses shall include the following information, presented in this order:

A. Cover Letter: On firm letterhead, please identify the principal contact, providing the name, title, street address, email address, and telephone number, as well as all persons authorized to make representations for the respondent. The letter must indicate the type of organization of the respondent (e.g., individual, partnership, corporation, limited liability company, joint venture, etc.). The letter must briefly summarize the respondent's proposal and be signed by an authorized agent of the respondent.

B. Qualifications and Experience: Summarize the respondent's development experience, including:

1. Examples of similar projects undertaken by the developer.
2. Administrative capacity to undertake the project.
3. Expertise in developing high-quality, projects of similar scope and scale.
4. Experience with development in the local Kansas City market or similar markets.

C. Legal Disclosure: Disclosure of any judgments, bankruptcies, legal proceedings, or conflicts of interest to projects the respondent has developed, owned, or has a substantial ownership interest in.

D. Purchase Price: Provide a statement of the proposed purchase price associated with the respondent's proposal.

IV. Questions & Information Requests

Any amendments or addenda to this RFP will be posted on the City's website and distributed directly to respondents known to have the RFP. To ensure you are sent the latest information regarding this request, you must register as an interested respondent by submitting your contact information to Assistant City Administrator Anna Mitchell. The City will distribute any amendments or addenda by email.

Questions about the RFP may be directed to Anna Mitchell, Assistant City Administrator, at 816-532-3897 or amitchell@smithvillemo.org. Contact regarding the RFP with any persons other than

Anna Mitchell, including both other City staff and City elected officials, may result in the disqualification of the submitted response to the RFP.

All respondent communications with the City will be considered confidential prior to the opening of responses. Any questions regarding the RFP must be submitted by December 27, 2021. Responses will be sent to all registered respondents no later than December 29, 2021. No further questions will be answered after this date.

V. Terms & Conditions

- A. All proposals shall become an integral part of any real estate purchase contract and/or development agreement executed between the City of Smithville and the buyer/developer.
- B. The City retains the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.
- C. Supplemental materials will not be accepted after the proposals have been opened, unless requested of all bidders by the City.
- D. The City reserves the right to amend, modify, or withdraw this RFP for any reason, or no reason whatsoever, and at the City's sole and absolute discretion.
- E. This RFP does not commit the City to select any buyer or developer of the subject property or enter into an agreement with any buyer or developer.
- F. The City reserves the right to reject any proposal or all proposals if deemed to be in the best interest of the City. The City reserves the right to waive informalities in the RFP.
- G. No respondent may withdraw their proposal for a period of ninety (90) days from the response date.
- H. All responses to this RFP and documents and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Act until a contract is executed or until RFP responses are rejected. All responses to this RFP, proposals and supplementary material will become the property of the City when submitted. Thereafter, all responses to the RFP and all proposals will become public information.
- I. The selection of a buyer and/or developer is subject to the approval of the City by its Board of Alderman, at its sole discretion.
- J. The City will not be liable for any expenses incurred by a respondent in replying to this RFP or for expenses incurred by the successful respondent during the negotiation of a development agreement between the respondent and the City.

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

RFP #22-06 Sale of City-Owned Property in the Downtown District

PROPOSAL RESPONSE FORM

I, C. SHANE CREESE, hereby representing
(Agent Submitting RFP)

KANSAS CITY PROPERTIES & INVESTMENTS, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. All other required information must be attached.

KANSAS CITY PROPERTIES & INVESTMENTS C. SHANE CREESE
Company Name Authorized Person (Print)

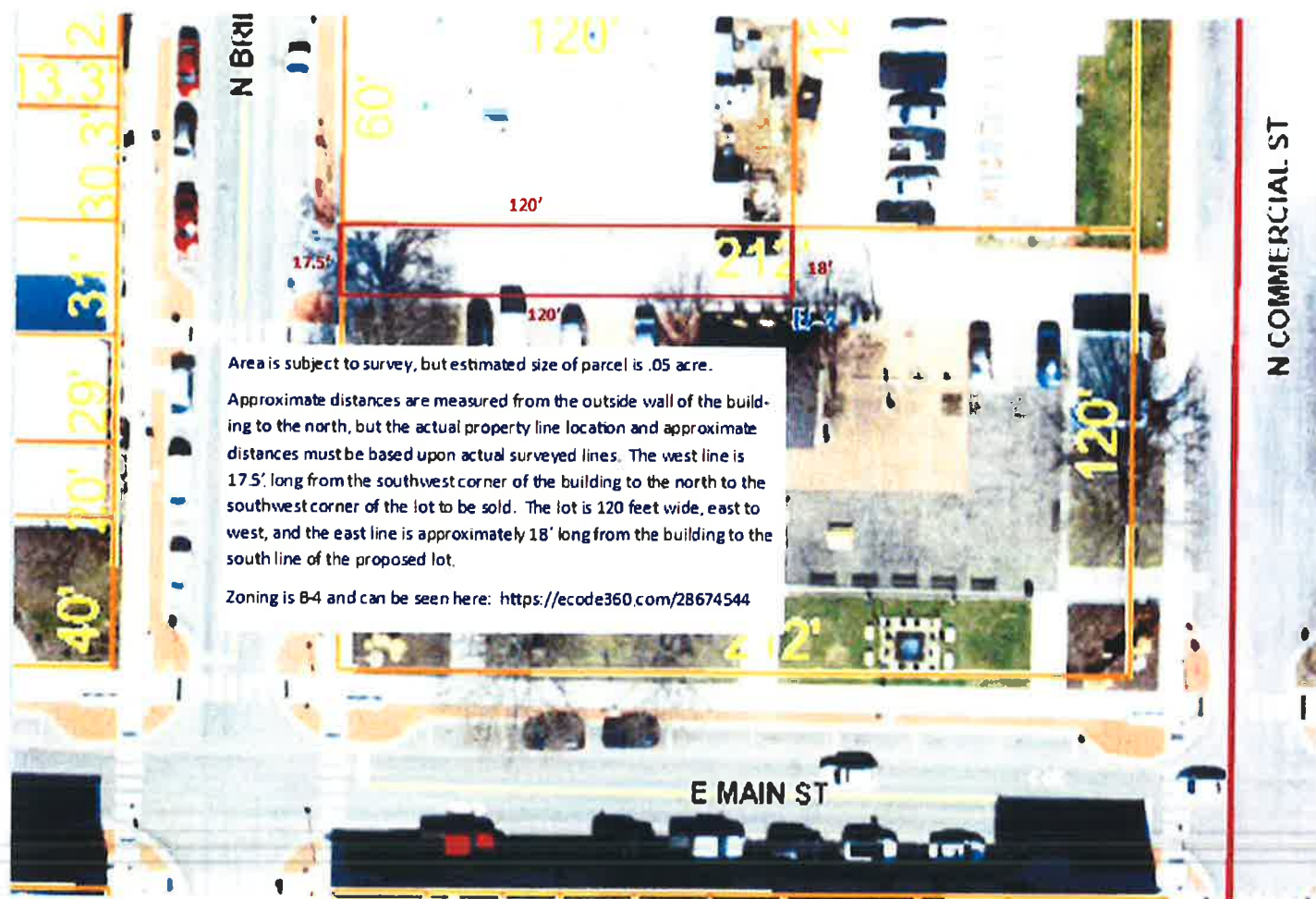
13530 Mt. Oliver Rd. C. Sh
Address Signature

SMITHVILLE, MO 64089 MANAGING MEMBER
City/State/Zip Title

816-719-9327 12/29/2021
Telephone Date

36-4562818 SHANE@KCHASINC.COM
Tax ID No. E-Mail Address

Exhibit 1



DEVELOPER PROPOSAL IN RESPONSE TO RFP #22-06

December 29, 2021

City of Smithville, Missouri
Anna Mitchell
107 W. Main Street
Smithville, MO 64068

We are pleased to present this proposal ("**Proposal**") for the purchase of City owned property at the NW corner of the current Courtyard Park. Below are key terms and definitions referenced throughout this Proposal:

Respondents:	C. Shane Crees sole owner of Kansas City Properties & Investments LLC, a Missouri Limited Liability Company
Developer:	Kansas City Properties & Investments LLC
Property:	Vacant land at the northwest corner of the Courtyard Park, approximately 1,740 square feet located on the West side of N. Bridge St. and South of 111 N. Bridge St.
Purchase Price:	\$26,100.00
Terms:	Cash at closing, City to provide fee simple, marketable title at closing by general warranty deed
Survey:	City of Smithville to provide boundary survey detailing the subdivided parcel and detailed legal description
Project:	Real Estate land purchase
Required Incentives:	Not applicable
Contract Terms:	Mutually agreeable

Project Details

The Developer proposes to purchase the Property for the Purchase Price and to construct an outdoor dining area. Architectural style will be harmonious with surrounding improvements in Smithville's downtown district; the exterior material palette and design features will be noticeably new and modern, but thoughtfully adapted to complement the historic character of downtown.

The Project creates potential for tax revenues to benefit the City of Smithville and other taxing jurisdictions where presently there are none. Improvements to the property will generate additional real estate tax revenue. The potential of the Project to increase and expand retail dining operations, at 111 N. Bridge St., within the City of Smithville will have an increased impact on sales tax revenues generated from the Property for decades to come.

Developer Qualifications and Financial Capabilities

A brief outline of the Respondents qualifications is attached in Exhibit A. The principal of Developer has the financial resources to purchase the Property and the development of the Project. No financing will be involved in the purchase of the property. References will be made available upon

request if the City desires to further discussions with Respondents after receipt and review of this Proposal.

Statement of Intent and Non-Binding Nature of this Proposal

Notwithstanding anything in the published RFP #22-06 to the contrary, this Proposal is not intended to become legally binding and shall not become legally binding upon Respondents or the City of Smithville in any respect. This Proposal serves as an outline for furtherance of non-binding discussions, and only states certain minimum salient terms and conditions upon which Developer will consider purchasing the Property and developing the Project generally as described herein. Neither the Respondent nor the City shall become legally bound in any manner, notwithstanding this Proposal or any subsequent negotiations or draft agreements, unless and until a formal Purchase Sale Agreement is negotiated to the mutual satisfaction of the parties, approved their respective legal counselors, executed by duly authorized representatives, and fully executed counterparts delivered and received.

I sincerely appreciate the opportunity to provide this Proposal and look forward to your acknowledgement of same.

Respectfully submitted on behalf of Respondents this 29th day of December, 2021.



C. Shane Crees

Exhibit A

C. Shane Crees, sole member and founder of Kansas City Properties & Investments has been a resident of the Kansas City Northland for the past 20 years. Originally from a small town in Iowa, he graduated from High School and attended Iowa State University earning a Bachelor of Science degree in Marketing. Upon graduation Shane started employment with KONE Inc., a global leader in elevator and escalator technology. He spent 10+ years in large scale, new construction sales and project management working in various construction markets in Charlotte North Carolina, Las Vegas Nevada and Kansas City Missouri. Some of the more notable construction projects include Mandalay Bay, The Venetian, Bellagio, Luxor, Las Vegas Convention Center, McCarran International Airport, H&R Block downtown headquarters, Garmin Headquarters, Overland Park Convention Center.

In 2004, Shane founded Kansas City Properties & Investments as an entity to invest in commercial real estate associated his entry into the automotive repair business he started the same year. Shane founded KC Automotive Services, operating as KC Complete Auto Service, with the goal of providing honest, reputable, full-service mechanical, vehicle repair. With the goal of creating a locally recognize brand providing a high value, high quality, repair service experience, KC Complete Auto Service was able to grow into several different markets. KC Complete Auto Service started with 1 location and by 2019 had grown to 5 locations servicing over 25,000 vehicles a year. In 2019 Shane was approached by a St. Louis company, Telle Tire & Auto Service, looking to expanding into the Kansas City market and in early 2020 they completed the sale of KC Complete Auto Service. Shane currently retains all real estate associated with KC Complete Auto Service and leases it to Telle Tire.

Kansas City Properties & Investments continued to grow its real estate portfolio as KC Complete Auto Service expanded. The company also began to expand into different segments in an effort to diversify the real estate holdings.

Shane has been involved in the redevelopment and repurposing of several commercial real estate properties. Some of the more prominent, recent redevelopment projects include one of the major entertainment districts in North Kansas City. In 2013 Shane brought Neon Wild, a night club, into a freshly, repurposed building at 18th & Clay St. Later that year, he brought Cinder Block Brewery into the same building. Based on the success of this project, he felt there was additional opportunity in the area and developed a plan to purchase 110,000 square feet of building at the SE corner of 18th and Burlington. The majority of this site was razed with the exception of a 32,000 square foot building with the goal of repurposing this and bringing more tenants to the area. Construction began and in 2016 Restless Spirits Distilling Company became the 1st major tenant of the property. The entire property, consisting of 3.2 acres of land was subdivided to create KCPI Plaza with the offering of a prime, 1.6 acre parcel of development land at the corner of 18th and Burlington. Shane sold this parcel of land to Chicken N Pickle in 2015, starting their 1st location.

Most recently Shane has shifted his focus from North Kansas City to other local markets including Smithville. In the past 12 months, he has purchased 8 buildings in Downtown Smithville. The goal of the acquisition of these properties is to redevelop the area by deploying a large capital investment to revitalize the buildings to draw high quality tenants to the Downtown area. Shane sees the Smithville market as an area of great growth potential.