



2021 Request for Proposal (RFP)

General Introduction and Information:

The City of Butler, Missouri (“City”), is requesting proposals related to the acquisition of prime real estate located at 1 East Dakota Street in Butler, Missouri (“Property”). (See Figure 1).

The City is pleased to present to qualified buyers one site, totaling approximately 5,000 square feet, located on the historic downtown square – a truly once-in-a lifetime opportunity. The City of Butler is a blossoming metropolitan area located in Bates County. The City is the County Seat situated approximately 64 miles south of Kansas City town center.



Figure 1 – Property Location

The City issues this Request for Proposal (“RFP”) to purchase one site located in the City of Butler, Missouri at 1 East Dakota Street (“Property”). The Property is located at the corner of Dakota Street and South Main Street. This property is currently unimproved. The future buyer of this property will benefit from the central location downtown, street parking options, and alley access. (See Figure 2).

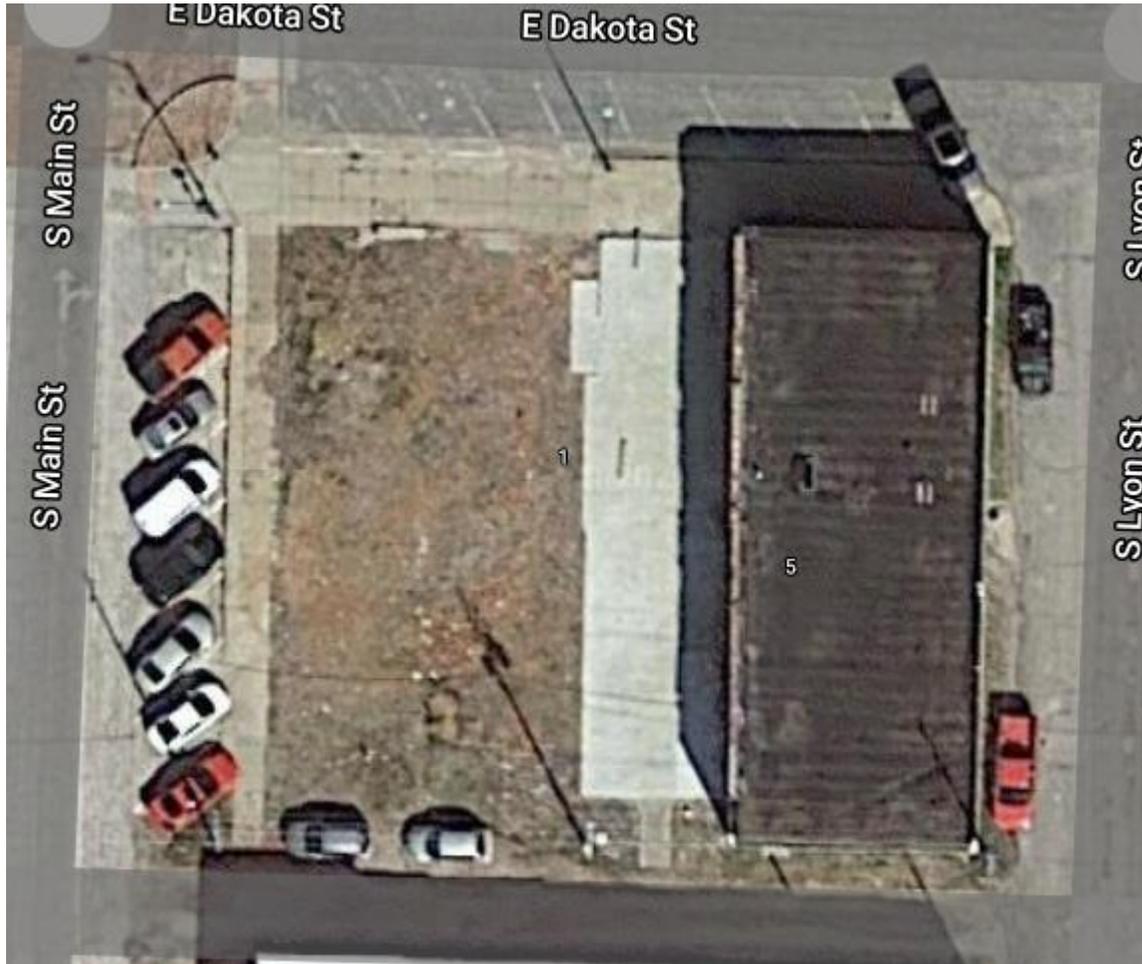


Figure 2 – 1 East Dakota (left unimproved lot)

Project Proposal Content:

The City seeks proposals (“Proposals”) from potential buyers to contract for the purchase of the Property from the City. The property is being sold **AS IS**, without warranty as to any matters.

The City’s ultimate objective is selling the Property to a qualified Respondent. Although the City desires to sell the property to a qualified Respondent who will develop the Property to complement the surrounding business district. Preference will be for a creative commercial use proposal that speaks to the historical nature of the site. The City reserves the right to waive strict compliance and to reject any bid in the discretion of the City.

Respondents, as defined below, must respond to each of the following requests/questions in a clear and comprehensive manner. Failure to do so may result in disqualification regarding the City’s evaluation.

Inspections. As a potential Buyer, the Respondent should thoroughly investigate all aspects of the Property prior to submitting a Proposal. Respondents are advised to perform their due diligence for the Property before submitting a Proposal, however, the Sale Contract (defined below) will allow the Respondent to a **thirty-day due diligence period** after the Sale Contract is entered into in which to conduct such due diligence investigation as the Respondent deems appropriate.

Sale Contract. Within fifteen (15) days after a Proposal is selected by the City, the Respondent and the City will negotiate and enter into a Sale Contract (the “Sale Contract”) on terms and conditions consistent with this RFP and the Proposal, and such additional terms and conditions as each party may approve in its sole discretion.

Deposit. Each Proposal shall be accompanied by a cashier’s check payable to the City in the amount of \$1,000. If a Proposal is not selected, that Respondent’s cashier’s check shall be returned to the Respondent. If a Respondent’s Proposal is selected, the initial \$1,000 cashier’s check shall be deposited and shall become earnest money (“Ernest Money”) under the Sale Contract.

Proposal Deliverables. Respondent shall submit a proposal that includes, at a minimum, the following information:

1. Purchaser Information - Full legal name, tax identification number, and main office address of the responding entity, which may ultimately enter into a contract with the City (hereafter referred to as the “Respondent”).

NOTE: Respondent information is to be submitted for the Respondent and not parent company, joint venture partners, or other corporate affiliates.

2. Identify when the Respondent was organized and, if a corporation, where incorporated, and how many years engaged in providing services under that name.

3. Provide a description of the circumstances, if any, related to any City employee, City elected official, or other officer, employee, or person who is payable in whole or in part from the City that has or had any direct or indirect personal interest in the Respondent.

4. Respondent's Financial Background – Evidence of Respondent's financial capacity to complete the purchase of the Property and, if necessary, the methods available to the Respondent to finance the purchase and development of the Property in the current market.

5. A statement from Respondent describing the master plan for the site.

6. A statement from Respondent regarding their experience developing property.

7. A preliminary plan for the site that would illustrate how the property would be used and/or developed.

8. Closing

a. If a Respondent's Proposal is selected by the City, the Respondent and the City shall negotiate and enter into a Sale Contract within fifteen (15) days after the Respondent's proposal is selected.

b. The Sale Contract shall also provide that if the Buyer defaults under the Sale Contract or fails to close on the closing date established by the Sale Contract, the City may terminate the Sale contract, retain the Earnest Money as liquidated damages, and pursue other alternatives for the sale of the Property.

Selection Criteria:

Proposals submitted will be reviewed by the City's staff for completeness, purchase price and terms, and redevelopment plan details. Selection of a Respondent will be made based on the following criteria:

- a. Purchase price;
- b. The demonstrated level of commitment and capacity to purchase the Property;
- c. Responsiveness of the Respondent to this RFP; and
- d. Size and nature of any economic incentive package required and the likelihood of receiving those incentives.

The City encourages submissions of Proposals from disadvantaged business enterprises and companies owned by minorities, women, immigrants, and veterans. The City does not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, gender orientation, age, ancestry, national origin, disability, or veteran status in consideration of this RFP.

Terms and Conditions:

The following terms and conditions apply to this RFP and all Proposals:

1. It is understood that the City has specified the RFP to which any prospective Respondent should comply. All other additions and/or exclusions shall be clearly and separately identified in the submittal. Non-compliance with this requirement may be cause for disqualification of the respondent from further consideration.
2. It is understood that the City may require Respondent to enter into a development agreement which may include terms such as mandatory target dates of development and reversionary interest clause.
3. The City reserves the right to reject any and all Proposals submitted, to negotiate with one or more Respondents and to select a final Respondent from among the Proposals received in response to this RFP. Additionally, any and all project elements, requirements and schedules are subject to change and modification. The City also reserves the right unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFP process, to obtain further information from any and all Respondents, and to waive any defects as to form or content of the RFP or any responses by any party, all without prior notice.
4. Proposals shall remain open and can be selected by the City until the earlier of: (i) the date they are withdrawn by the Respondent, or (ii) until the City returns the \$1,000 cashier's check to the Respondent.
5. The City reserves the right, in its sole and absolute discretion, to select a non-contingent Proposal over a higher Proposal that is contingent on other factors.
6. This RFP does not commit the City to award a contract or accept an offer for purchase. All submitted responses to this RFP become the property of the City as public records subject to the open and closed records provisions of Chapter 610, RSMo.
7. Each party responding to this RFP shall be responsible for all costs it incurs in connection with evaluating the Property, responding to this RFP or otherwise related to the Property.
8. By accepting this RFP and/or submitting a Proposal in response thereto, each Respondent agrees for itself, its successors and assigns, to hold the City harmless from and against any and all claims and demands of whatever nature or type, which any such Respondent, its representatives, agents, contractors, successors or assigns may have against them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a Respondent or negotiating or executing an agreement incorporating the commitments of the Respondent of the selected Proposal.
9. By submitting a Proposal, each Respondent acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.

Negotiations with the Most Responsive Respondent:

The City regards the submission of the Proposal in response to the RFP as the most important factor in selection of a Respondent. The City reserves the right to reject any and all responses to the RFP and is under no obligation to enter into an agreement.

The City intends to select the Respondent who is determined to be most responsive to the RFP and to negotiate an agreement and price.

Submission of Proposals:

To be considered, Proposals must be received no later than June 30, 2021, at 5:00 p.m. An Ernest Money deposit of One Thousand Dollars (\$1,000) in the form of a cashier’s check made payable to the City of Butler, Missouri must accompany any Proposal. Only the Ernest Money deposit made in connection with the Proposal selected will be deposited by the City. All other cashier’s checks will be returned to the Respondent that submitted their cashier’s check once the Sale Contract has been fully signed.

Proposals along with the required cashier’s check shall be delivered in a sealed envelope to the following address:

City of Butler, Missouri
c/o Corey Snead, City Clerk
22 W. Ohio Street
Butler, MO 64730

Inquiries may also be submitted by email to csnead4_cob@earthlink.net.

Tentative Schedule of Events:

Dates are subject to change.

Proposals due by June 30, 2021 at 5:00 p.m.; must provide 10 copies.

Review proposals on July 6, 2021, at Regular City Council Meeting*

Proposal reviews and questions on July 6, 2021, at Regular City Council Meeting*

Select successful respondent on July 6, 2021, at Regular City Council Meeting*

Begin contract negotiations with successful Respondent after July 6, 2021, at Regular City Council Meeting*

Contract execution date – no later than July 21, 2021

*The City Council may enter a closed/executive session as allowed by RSMo. Sec. 610.021