

Legislation Text

File #: BILL NO. 18-161, **Version:** 2

An Ordinance approving Amendment No. 1 to the Memorandum of Understanding by and between the City of Lee's Summit, Missouri and PremierLife Real Estate Holdings, Inc. related to the acquisition of property by the City of Lee's Summit, Missouri from PremierLife Real Estate Holdings, Inc. for use as the location of a new Fire Station No. 3 generally located on NW Pryor Road in Lee's Summit, Missouri.

(Note: This item was first read by Council on September 20, 2018 and passed by unanimous vote.)

Issue/Request:

This request is for approval of the First Amendment to the Memorandum of Understanding with Premierlife Real Estate Holdings in connection with the Real Estate Purchase and Sale Agreement which contemplates the conveyance of property from PremierLife to the City for the construction of a fire station in exchange for certain infrastructure improvements to be completed by the City.

Key Issues:

Premierlife Real Estate Holdings has agreed to convey a parcel of land to the City to be used as the site for constructing the replacement fire station 3. This agreement is based upon the City providing certain infrastructure improvements included within the MOU.

Proposed City Council Motion:

I move for adoption of an Ordinance approving Amendment No. 1 to the Memorandum of Understanding by and between the City of Lee's Summit, Missouri and PremierLife Real Estate Holdings, Inc. related to the acquisition of property by the City of Lee's Summit, Missouri from PremierLife Real Estate Holdings, Inc. for use as the location of a new Fire Station No. 3 generally located on NW Pryor Road in Lee's Summit, Missouri.

Background:

Fire department and other City staff began discussions with Premierlife in early 2016 in preparation for the 2016 no tax increase general obligation bond initiative, which was subsequently passed by the voters. During these discussions a parcel of land was identified by Premierlife that they would be willing to convey to the City in exchange for certain infrastructure improvements, which were to be completed by the City. A Memorandum of Understanding was approved and entered into by the parties at the time which outlined the responsibilities of the respective parties. However, since that time, other development opportunities have emerged, and the parties have mutually negotiated modifications to the obligations contemplated in the original MOU. Following is a brief summary of the modifications:

- The City will no longer provide platting services for the entirety of the 20 acre parcel to be developed by PremierLife. Rather, the City will provide platting services for proposed Lots 1 and 2 of the commercial development proposed by PremierLife, and PremierLife or their successor shall be responsible for platting of the remaining parcels and lots.

- The City's responsibility regarding the installation of utility extensions has been modified in the

following ways:

- Allows for the City to have a third party or designee perform the services;
 - Is limited to specifically identify the 400' sanitary sewer main for which the City is responsible for installing, leaving the remainder of the main to be installed by the developer of the proposed/pending residential development to the west; and,
 - Specifies that no electricity extensions are necessary due to existing access of electricity.
- The City's obligation to cooperate with PremierLife's designees regarding the design of the Fire Station has been modified to incorporate language specifying how cooperation will take place, and specifying that the project will go through the City of Lee's Summit standard development process to ensure compliance with P-MIX design standards.
- The area subject to re-zoning in the original MOU was clarified and specified in an Exhibit.
- A new provision was incorporated which references a blanket easement for the proposed Lot 2 so that the City has the opportunity to construct a temporary sewer service connection to serve the Fire Station until permanent sewer services are installed by the residential developer. The blanket easement will terminate upon connection of the Fire Station to the permanent infrastructure.
- A new provision was incorporated which requires the participation and cooperation of PremierLife in discussions with the City and Spire for the provision of gas service to the area to be platted.

Other Information/Unique Characteristics:

The First Amendment to Memorandum of Understanding is being presented in conjunction with the Real Estate Purchase and Sale Agreement which contemplates the conveyance of ownership of the land that will be used for the relocation of fire station 3.

Assistant Chief Brian Austerman