

DEVELOPMENT STRUCTURE AGREEMENT

THIS DEVELOPMENT STRUCTURE AGREEMENT (the “**Agreement**”) is made and entered into on this ____ day of ____, 2021, among **City of Lee’s Summit, Missouri**, a political subdivision of the State of Missouri (the “**City**”), **Lane4 Property Group, Inc.**, a Missouri corporation (the “**Developer**”), and **Biederman Redevelopment Ventures**, a ___ company (the “**Manager**”) (each a “**Party**” collectively the “**Parties**” as the context so requires).

RECITALS

1. The City has engaged in planning and preparation efforts to proceed with the Downtown Lee’s Summit Market Center Project (the “**Project**”) which is generally planned to be located in an area bounded by 2nd Street on the north, 3rd Street on the South, Green Street on the west and Johnson Street on the east, and extending across Green Street into the area that currently serves as the Civic Plaza for City Hall (collectively the “**Redevelopment Area**”).

2. Several documents related to the Project have been prepared by the City and presented in a conceptual manner to the City Council in December 2020, which help to inform the Parties and their activities regarding the initial conceptual plans and arrangements for the Project:

A. The conceptual site plan that has been prepared at the direction of the City for the Project is attached as **Exhibit A** (the “**Site Plan**”). The Site Plan illustrates the potential public and private land uses that may be constructed within the Project.

B. A general process chart which is set forth in **Exhibit B** (the “**Process Chart**”) has been prepared by the City for the Project, which shows the sequence of events that are expected to be taken for the programming, designing and construction of the Project. The Process Chart notes where the Parties are at on the effective date of this Agreement with respect to the flow of events for the Project.

C. The conceptual organizational chart depicting the conceptual organizational structure that may be undertaken to implement the Project is set forth in **Exhibit C** (the “**Organizational Chart**”).

D. The conceptual ownership chart depicting the potential ownership arrangement that may be pursued for the Project, in coordination with the Developer and Manager of the Project, is set forth in **Exhibit D** (the “**Ownership Chart**”).

3. All of the Redevelopment Area is within the boundaries of the Downtown Lee’s Summit Community Improvement District (the “**District**”). A map of the District boundaries is set forth for reference in **Exhibit E**. The District was formed pursuant to the Community Improvement District Act as set forth in Section 67.1400 *et seq.* of the Revised Statutes of Missouri (the “**CID Act**”). The CID currently collects a 1.0% sales and use tax within the District boundaries, and annually budgets for the expenditure of the District revenues to further projects, programs, events, redevelopment work and business enhancement within the District boundaries.

Simultaneously with the execution of this Agreement, the City anticipates entering into a Cooperative Agreement with the District (the “**District Agreement**”) which provides for the primary terms under which the City and District intend to cooperatively move forward with the Project, and establishes the expectations associated with future legislative actions by the governing bodies of the City and the District, and establishes the funding contributions by the District for the Project. The City and District anticipate entering into a more formal cooperative agreement which will be negotiated at a later date and will contain additional details to implement the terms of the District Agreement.

4. The City and the District collaborated to form a seven-member selection committee (the “**Selection Committee**”) which was charged with reviewing responses to a request for qualifications (the “**RFQ**”) that was issued by the City to solicit statements of qualifications for a private developer of the Project that would partner with the City for design and construction of the Project and a manager of the Project who would have primary responsibility for managing the public components of the Project and integrating the public and private uses. The Selection Committee thereafter conducted interviews of the most qualified applicants during December 2020, and ranked the most qualified applicants for the positions, and thereafter recommended to the City Council that the Manager and Developer should serve those roles.

5. This Agreement is intended to:

A. Establish the Parties’ intentions with respect to steps that will be taken by the Parties to move forward with the Project;

B. Establish the initial scope of services that will be undertaken by the Developer and the Manager and the payment arrangements for those services; and

C. Set forth the additional steps that are expected to be taken by the Parties to move beyond the terms of this Agreement after initial programming, preliminary design and preliminary budgeting work has been completed pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have hereby agreed as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1 Representations by Developer

Developer makes the following representations as the basis for the undertakings on its part herein contained:

- A. Developer is a Missouri corporation, duly organized and in good standing and existing under the laws of the State of Missouri.
- B. Developer has lawful power and authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its members, Developer has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized members and officers.
- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by Developer will not, to the knowledge of Developer, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which Developer is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to Developer or any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Developer under the terms of any instrument or agreement to which Developer is a party.
- D. There is no litigation or proceeding pending or, to Developer's knowledge, threatened against Developer affecting the right of Developer to execute or deliver this Agreement or ability of Developer to comply with its obligations under this Agreement.

Section 1.2 Representations by Manager

Manager makes the following representations as the basis for the undertakings on its part herein contained:

- A. Manager is a ___ company, duly organized and in good standing and existing under the laws of the State of _____ and is authorized to conduct business in Missouri.
- B. Manager has lawful power and authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its members, Manager has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized members and officers.
- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by Manager will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which Manager is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to Manager or any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Manager under the terms of any instrument or agreement to which Manager is a party.

- D. There is no litigation or proceeding pending or, to Manager’s knowledge, threatened against Manager affecting the right of Manager to execute or deliver this Agreement or ability of Manager to comply with its obligations under this Agreement.

Section 1.3 Representations by City

City makes the following representations as the basis for the undertakings on its part herein contained:

- A. City is a political subdivision of the State of Missouri.
- B. City has lawful power and authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its governing body, City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officials.
- C. The execution and delivery of this Agreement, the consummation of the transaction contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any ordinance, resolution, mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which City is a party or by which is or any of its property is bound, or any order, rule or regulation applicable to City or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of City under the terms of any instrument or agreement to which City is a party.
- D. There is no litigation or proceeding pending or, to the City’s knowledge, threatened against City affecting the right of City to execute or deliver this Agreement or the ability of City to comply with its obligations under this Agreement.

ARTICLE II

THE PROJECT

Section 2.1 The Project

The City has prepared a conceptual site plan for the Project which is set forth in **Exhibit A**. The Project is conceptual at this time, and the services to be provided pursuant to this Agreement are expected to result in a preliminary design of the Project. The Project is expected to consist of two primary components: (1) the Public Components, and (2) the Private Components.

The “**Public Components**” are conceptually projected to include some or all of the following:

- Civic Plaza
- Clock Tower
- Art Features
- Market Plaza
- Conservatory / Event Space
- Green & Johnson Streetscape Features
- Pedestrian Areas
- Interior Parking Stalls
- Performance Stage
- Water Feature
- Overhead Canopy
- Entry Arch & Signage
- Parking field and possible parking structure

The “**Private Components**” are conceptually projected to include, without limitation, some or all of the following:

- Hotel
- Multi-family residential complex
- Retail stores
- Restaurant

The scope of services covered by this Agreement for the Manager focus primarily on the programming and preliminary design of the Public Components, and the scope of services covered by this Agreement for the Developer focus primarily on the design of both the Public Components and the Private Components.

Section 2.2 Programming and Preliminary Design of the Project.

The Parties anticipate that an initial step to be undertaken pursuant to this Agreement is an extensive discussion of the most desirable programming of the Public Components of the Project. This programming for the Project may include scheduled daily and weekly events, concerts, plays, art shows, performances, arts and craft fairs, holiday events, social events, municipal functions, community functions, and other special events and functions. The selected schedule of programming will guide the preliminary design that will be undertaken by Developer. The steps associated with the programming and preliminary design for the Public Components in the Project will also guide the land areas that will be available for the Private Components of the Project.

Section 2.3 Budget Preparation.

The City will, subject to review and comment by Developer, prepare a preliminary budget based on the programming and preliminary design discussed in Section 2.2. The preliminary budget will address the costs to build the entire Project and the expected sources of funds to pay for all Project

costs. The Developer Services and Manager Services as set forth herein are designed to address the steps described in Section 2.2 and this Section.

Section 2.4 Subsequent Actions.

The Parties anticipate that the continuation of the steps set forth in **Exhibit B** will be conducted pursuant to a Management Agreement and a Development Agreement as set forth in Articles III and IV below. This Agreement is intended to take the Parties through the creation of the Initial Budget as illustrated in **Exhibit B**, and the remaining steps in that chart will be the subject of the Management Agreement and Development Agreement.

ARTICLE III

SERVICES TO BE PROVIDED BY THE MANAGER

Section 3.1 Selection of the Manager.

As a result of the RFQ process and the work undertaken by the Selection Committee, the City hereby selects the Manager to serve as the manager of the Project pursuant to the terms and conditions of this Agreement.

Section 3.2 Services to be Performed by the Manager.

- A. The Manager will undertake the services set forth in **Exhibit F** (the “**Manager Services**”). The City and Manager agree that the Manager Services may be revised by their mutual agreement as the work is undertaken as described in this Agreement. The City and Manager will memorialize these revisions in writing.
- B. The engagement and payments to Manager shall be in accordance with the letter agreement from Manager to City staff dated February 24, 2021 (the “**Letter Agreement**”), which is set forth in **Exhibit H**.

Section 3.3 Continuation through a Management Agreement and Termination of this Agreement.

- A. The City and Manager anticipate that they will enter into a subsequent agreement that establishes a more formal arrangement between the Parties for the Manager to continue to serve as the Manager after this Agreement is terminated (the “**Management Agreement**”). The Management Agreement is anticipated to include all terms and conditions for the Manager to serve as the long-term manager of the Project after construction is complete and the project becomes operational.
- B. The rights, duties and obligations of the Manager under this Agreement will be terminated in one of the following ways:

1. When the Management Agreement is executed, the Manager and City anticipate that the Management Agreement will formally terminate this Agreement with respect to the Manager's duties and obligations under this Agreement.
2. Either the Manager or City may terminate this Agreement, with respect to the Manager's rights, duties and obligations under this Agreement, prior to the execution of a Management Agreement by providing written notice of such termination not less than 30 days prior to the effective date of such termination. Upon such early termination, the Manager shall be entitled to receive the payment according to the provisions of the Letter Agreement that are applicable to early termination of this Agreement.

ARTICLE IV

SERVICES TO BE PROVIDED BY THE DEVELOPER

Section 4.1 Selection of the Developer.

As a result of the RFQ process and the work undertaken by the Selection Committee, the City hereby selects the Developer to serve as the developer of the Project pursuant to the terms and conditions of this Agreement.

Section 4.2 Services to be Performed by the Developer.

- A. The Developer will undertake the services set forth in **Exhibit G** (the “**Developer Services**”). The City and Developer agree that the Developer Services may be revised by their mutual agreement as the work is undertaken as described in this Agreement. The City and Developer will memorialize these revisions in writing.
- B. As compensation for the Developer Services, the City shall pay to Developer a “**Retainer**” in an amount equal to One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00), payable in twelve (12) equal monthly installments of Ten Thousand and No/100 Dollars (\$10,000.00) due on the first day of each calendar month, beginning on June 1, 2021. The Retainer is not refundable to the City for any reason, and if the Project does not proceed for any reason, the City and Developer hereby agree that the Retainer is an amount which fairly compensates Developer for its time, efforts and administration associated with its obligations to provide the Developer Services under this Agreement since damages are otherwise too difficult to ascertain.
- C. Provided that the City elects to move forward with the Project during the term of this Agreement, the City and Developer agree to negotiate the payment of a development fee which will be paid to Developer for development of the Project. The terms of such

development fee will be set forth in the Development Agreement to be negotiated between the City and Developer as the services under the Agreement are being performed.

Section 4.3 Continuation through a Development Agreement and Termination of this Agreement.

- A. The City and Developer anticipate that they will enter into a subsequent agreement that establishes a more formal arrangement between the Parties for the Developer to continue to serve as the Developer of the Project after this Agreement is terminated (the “**Development Agreement**”). The Management Agreement is anticipated to include all terms and conditions which will guide the construction of the Project by Developer and the Developer’s involvement in the Project after the Initial Budget has been prepared pursuant to the terms of this Agreement.
- B. The rights, duties and obligations of the Developer under this Agreement will be terminated in one of the following ways:
 - 1. When the Development Agreement is executed, the Developer and City anticipate that the Development Agreement will formally terminate this Agreement with respect to the Developer’s duties and obligations under this Agreement.
 - 2. Either the Developer or City may terminate this Agreement, with respect to the Developer’s rights, duties and obligations under this Agreement, prior to the execution of a Development Agreement by providing written notice of such termination not less than 30 days prior to the effective date of such termination. Upon such early termination, the Developer shall be entitled to (i) retain any monthly installments of the Retainer previously received and (ii) receive a pro-rata share of the monthly installment of the Retainer for the month in which such early termination occurs.

ARTICLE V

PRELIMINARY BUDGET

Section 5.1 Preparation of Preliminary Budget.

The Parties agree that their work on the Project under this Agreement will include ongoing discussions about the preliminary budget that will be prepared as the step designated as initial budget in **Exhibit B** (the “**Preliminary Budget**”). The Preliminary Budget will establish the preliminary estimate of costs associated with planning for, designing, engineering and constructing the entire Project.

Section 5.2 Sources of Funds.

The Parties agree to investigate all available local, state and federal funding sources and private sources of funding to be supplied by or arranged for by Developer. The state and local incentives that are expected to be reviewed for possible use with the Project, in addition to the District funds, include local and state tax increment financing, tax abatement options pursuant to Chapter 353 and Chapter 99 of the Missouri Statutes, and funding options that may be available in coordination with the Missouri Development Finance Board. Federal Funds that may become available through the City's participation in the EPA Brownfields Grant Funding program. Other funding options not stated in this Agreement may also be reviewed by the Parties.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1 Remedies on Default

Unless performance is waived by the Party for whose benefit a covenant, condition or obligation is intended, an event of default shall occur if any Party to this Agreement fails to satisfy its obligations or covenants under this Agreement and such default shall continue for a period of thirty (30) days after written notice thereof to such defaulting Party; provided, however, that if such failure is not susceptible to cure within such thirty (30) day period and such defaulting Party has commenced and is diligently attempting to cure such failure, then such defaulting Party shall have such time as is reasonably necessary to cure such failure. Upon the occurrence of a default by a Party or Parties under this Agreement that is not cured within the applicable cure period, such non-defaulting Party or Parties may, then or at any time thereafter, and while such default continues, take any one or more of the following actions:

- A. Request a meeting between the Parties to discuss the default and the terms and conditions upon which the Parties may work to cure the default prior to proceeding with enforcement action.
- B. By suit, action or proceedings at law or in equity, to enforce its or their rights against the defaulting party and their officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement; or
- B. Take any other action at law or in equity to enforce this Agreement.

Section 6.2 Rights and Remedies Cumulative

The rights and remedies reserved by the parties hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Each Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding the foregoing,

the Parties hereby waive any and all claims it may at any time have against the other for consequential, punitive or other special damages.

Section 6.3 Waiver of Breach

No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Assignment

Manager and Developer may not assign rights and obligations or any interest in this Agreement without the express prior written approval of the City, except to a Related Entity of the Manager or Developer. “**Related Entity**” means any entity in which the ownership or membership of such entity is controlled by Manager or Developer or the owners of a majority of the interests in Manager or Developer. For purposes hereof, “control” shall mean the power to direct or cause the direction of the management or policies of such entity. The Parties acknowledge that certain specific services to be performed by Manager and Developer may be performed by subconsultants of Manager and Developer, with the prior written approval of the City.

Section 7.2 Indemnification

Manager and Developer agree to indemnify, defend, and hold City, its directors, officers, employees, agents, and independent contractors, consultants, and elected officials, each in their official capacities, harmless from and against any and all suits, claims, costs of defense, damage, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys’ fees and expenses, resulting from, arising out of, or in any way connected with Manager’s and Developer’s respective actions pursuant to this Agreement, except to the extent caused by the negligence or willful misconduct of the City or its employees, agents, independent contractors or consultants. The indemnification set forth in this Section shall survive termination or expiration of this Agreement.

Section 7.3 Severability

The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the Parties hereto would have agreed to the valid provisions of this Agreement; or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the contracting Parties’ intent.

Section 7.4 Construction and Enforcement

This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Section 7.5 Headings

The Articles or captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or any provisions hereof.

Section 7.6 Execution of Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.7 Time of the Essence

Time is of the essence in this Agreement.

Section 7.8 Approval by City

Unless specifically provided to the contrary herein, all approvals or consents of City may be given by City Manager or his or her designee without the necessity of any action by City Council. City Manager, in his/her discretion, may seek the advice, consent or approval of City Council for any action that requires consent or approval by City Manager pursuant to this Agreement.

Section 7.9 Binding Effect

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Section 7.10 Electronic Transaction

The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7.11 Tax Implications

Manager and Developer each acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement

and the transactions contemplated hereby, and (2) Manager and Developer are relying solely upon their own tax advisors in this regard.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement pursuant to all requisite authorizations as of the date first above written.

City of Lee’s Summit, Missouri

By: _____
Stephen Arbo, City Manager

Attest:

Trisha Fowler Arcuri, City Clerk

Approved as to form:

David Bushek,
Chief Counsel of Economic Development & Planning

Biederman Redevelopment Ventures

By: _____
Daniel Biederman

Lane4 Property Group, Inc.

By: _____
Owen Buckley, President

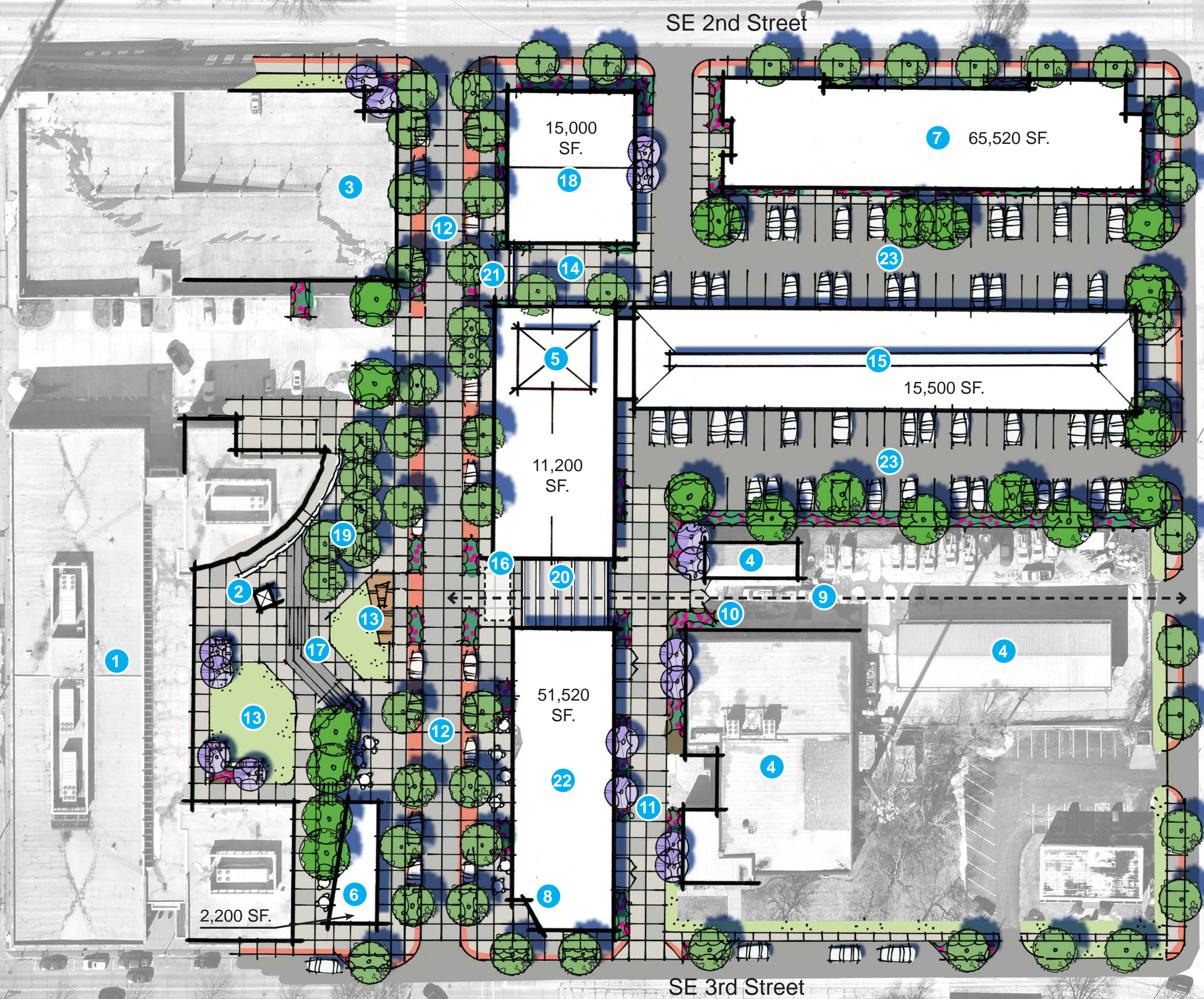
EXHIBIT A

SITE PLAN

[See attached]

LEGEND

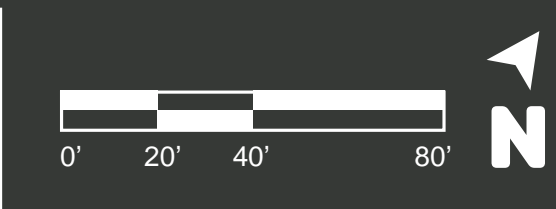
1. CITY HALL
 2. CLOCK TOWER
 3. PARKING STRUCTURE
 4. AT&T BUILDING
 5. CITY CONSERVATORY / EVENT SPACE
 6. COFFEE SHOP / CAFE
 7. RESIDENTIAL / MIXED USE
 8. RESTAURANT
 9. AT+T ACCESS TO GREEN STREET
 10. GATED ACCESS
 11. ALLEY (ACCESS / SERVICE)
 12. GREEN STREET CURBLESS STREETScape
 13. LAWN
 14. MARKET PLAZA
 15. FARMERS MARKET / MIXED USE (APPROX 52 COVERED STALLS)
 16. STAGE (MOVEABLE)
 17. FEATURE STAIR & SEATING
 18. ICE HOUSE (MIXED USE)
 19. WATER FEATURE
 20. OVERHEAD CANOPY
 21. FARMERS MARKET ENTRY ARCH / SIGNAGE
 22. HOTEL / MIXED USE
 23. PARKING (MIXED USE, FARMERS MARKET, & AT&T RESERVED)
- PARKING LOTS - 157 STALLS
(INCLUDES PARKING AT FARMERS MARKET)
- GREEN STREET - 32 STALLS



LEE'S SUMMIT DOWNTOWN MARKET MASTER PLAN

Lee's Summit, Missouri

August 1, 2019 / 019-1599



ochsner hare + hare

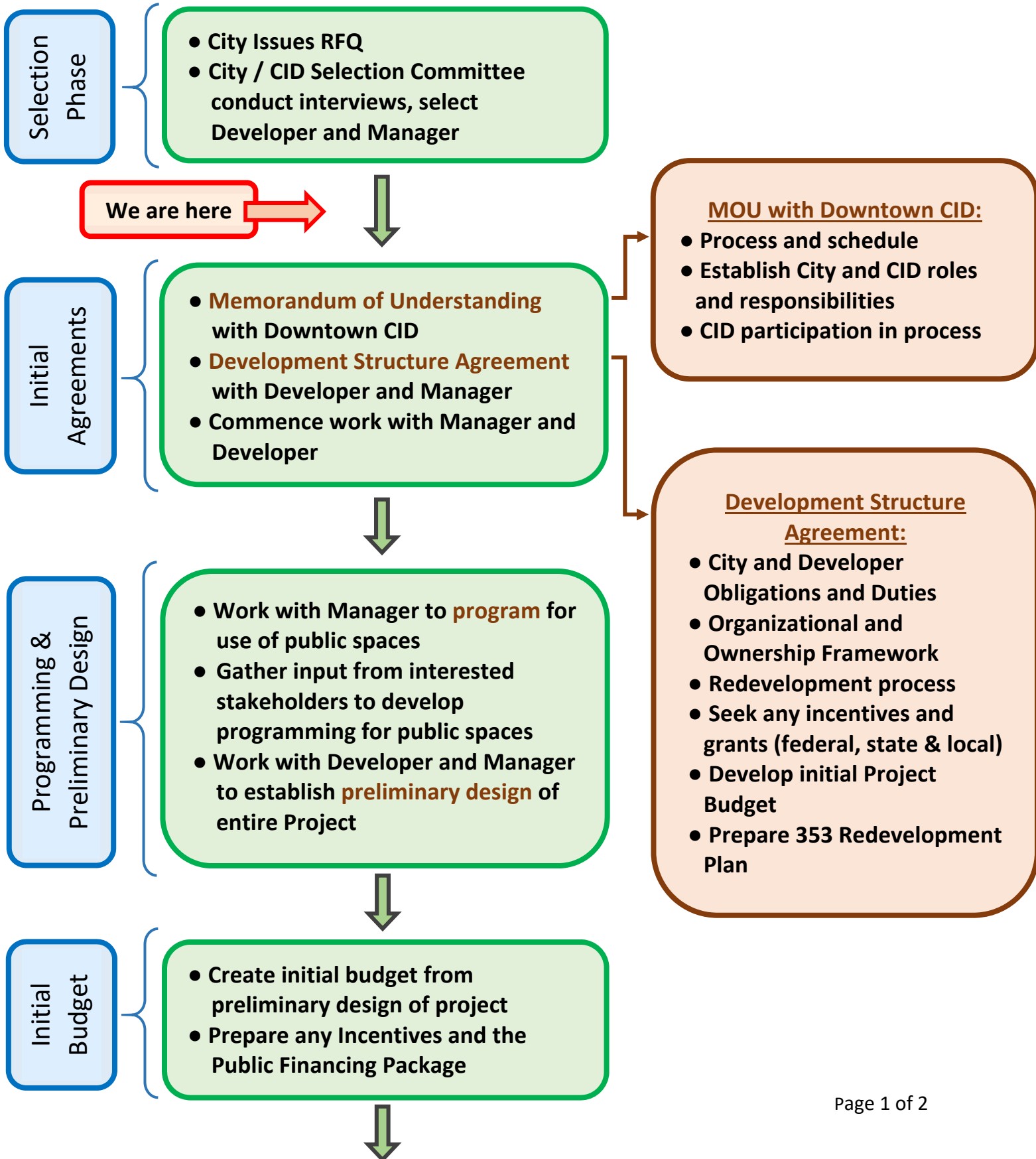
the **olsson** studio

1814 Main Street / Kansas City, MO 64108 | © 816.842.8844 / olsson.com

EXHIBIT B
PROCESS CHART

[See attached]

Proposed Downtown Market Plaza **Process** Chart



Proposed Downtown Market Plaza **Process Chart**

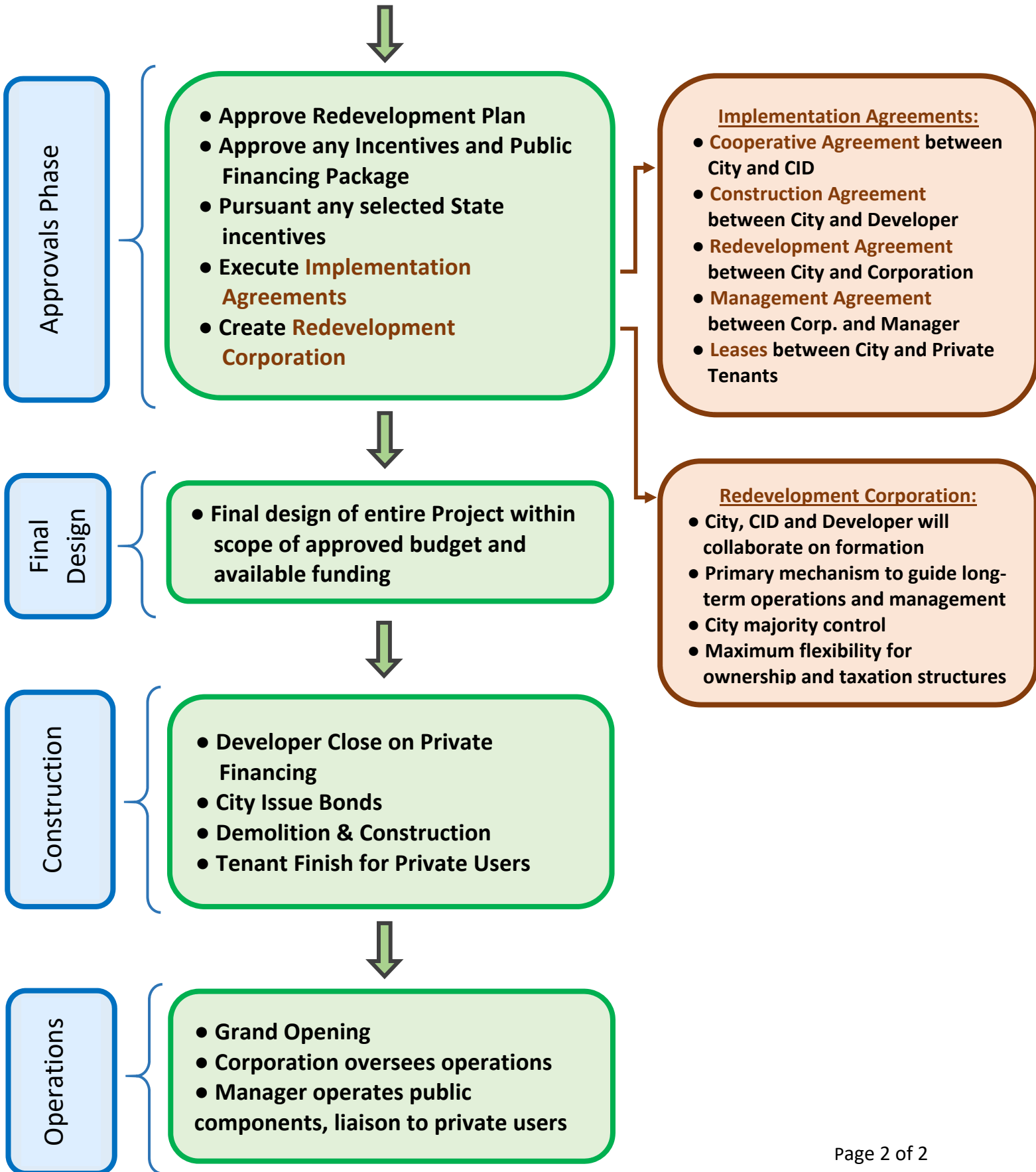


EXHIBIT C
ORGANIZATIONAL CHART

[See attached]

Conceptual Downtown Market Plaza **Organizational** Chart

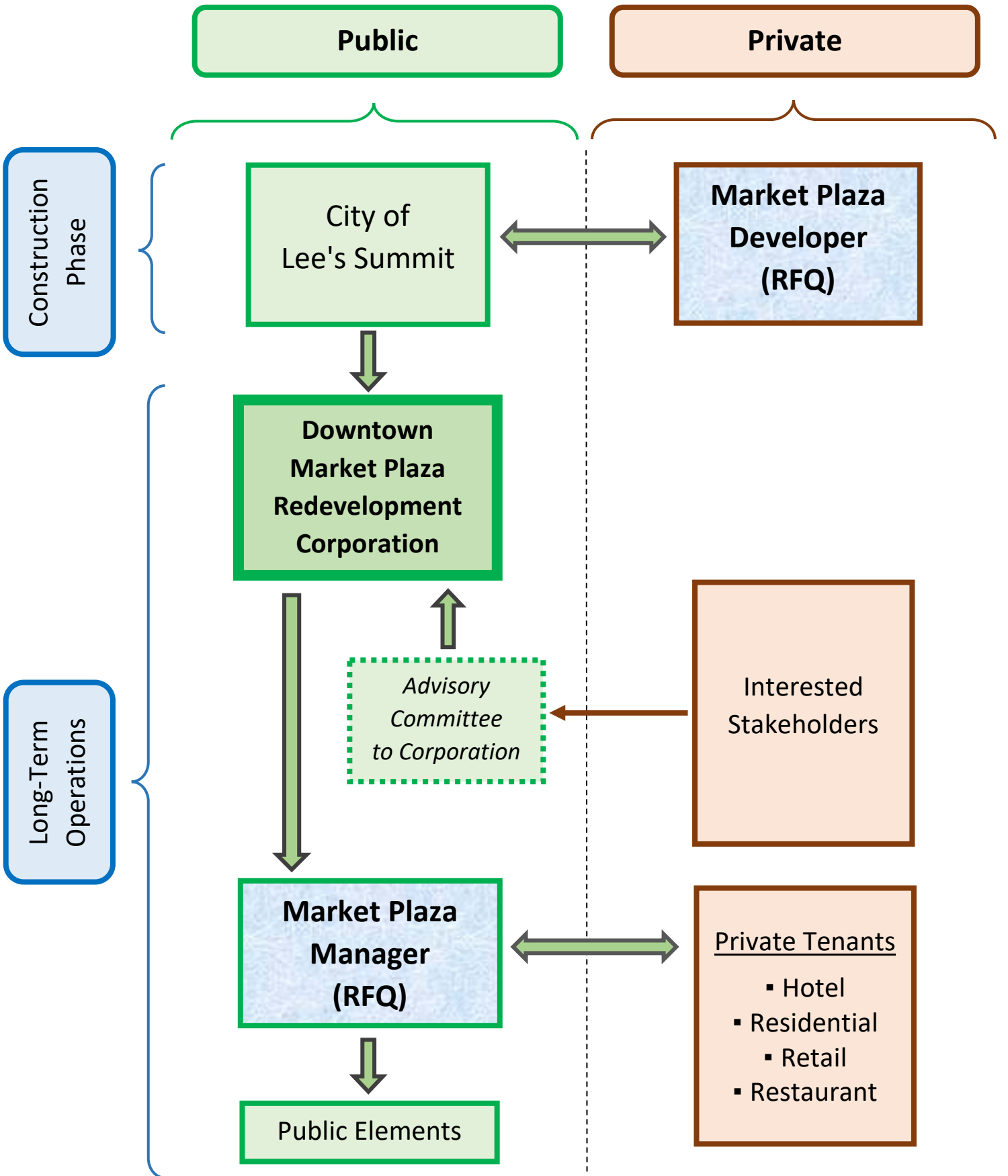


EXHIBIT D
OWNERSHIP CHART

[See attached]

Conceptual Downtown Market Plaza **Ownership** Chart

City of Lee's Summit
▪ Owner / Lessor

Leases



Users / Lessees
▪ Hotel
▪ Residential
▪ Retail
▪ Restaurant

Redevelopment
Contract



**Downtown Market
Plaza Redevelopment
Corporation**

Management
Contract



**Downtown Market
Plaza Manager**



**Public Elements Owned
By City and Subject to
Management Contract**

- Civic Plaza
- Clock Tower
- Art Features
- Market Plaza
- Conservatory / Event Space
 - Green & Johnson Streetscape Features
 - Pedestrian Areas
- Interior Parking Stalls
- Performance Stage
 - Water Feature
- Overhead Canopy
- Entry Arch & Signage

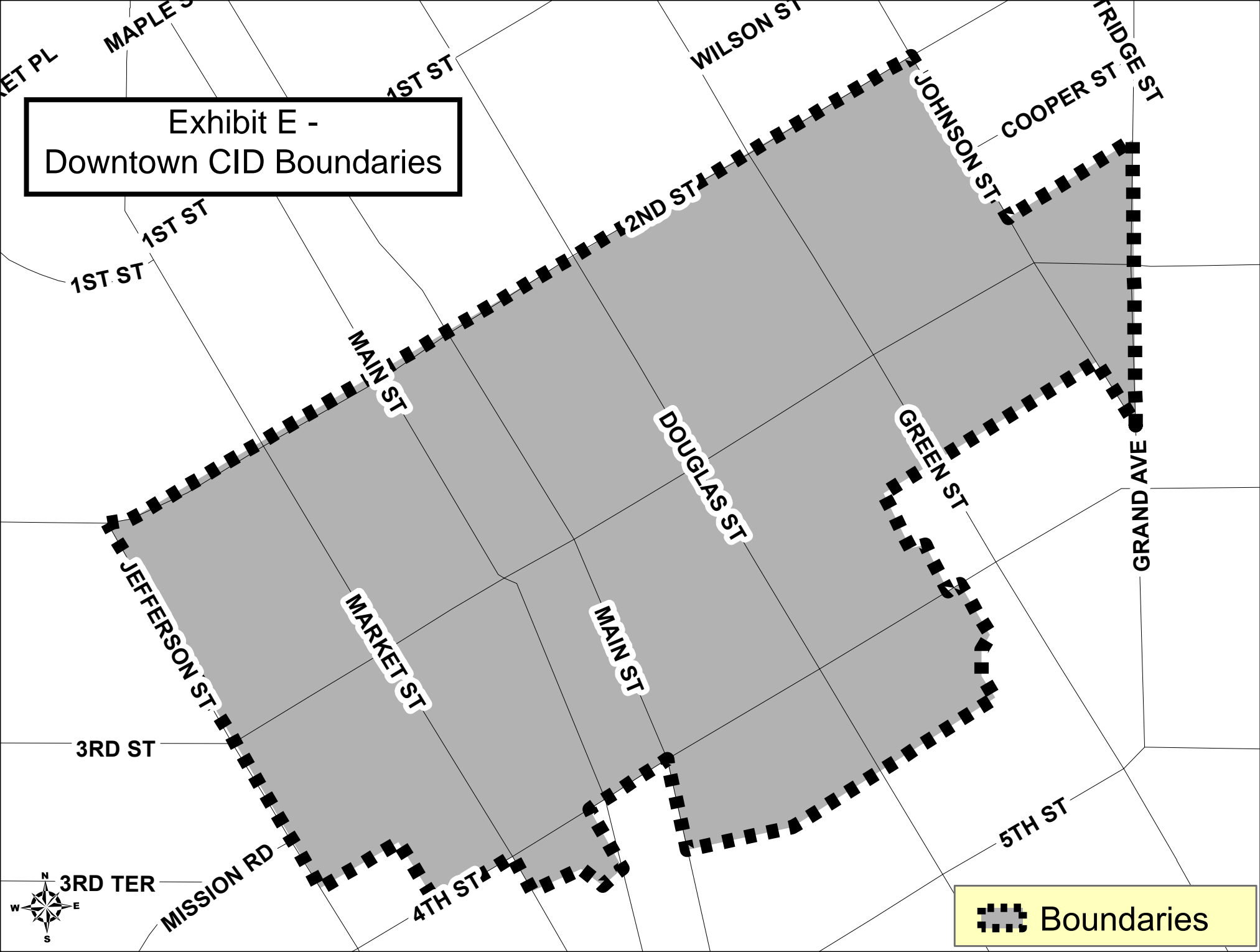


EXHIBIT E

MAP OF CID BOUNDARIES

[See attached]

Exhibit E -
Downtown CID Boundaries




 Boundaries

EXHIBIT F

MANAGER SCOPE OF SERVICES

Manager shall perform the following Manager Services pursuant to the terms of this Agreement:

- Consult with City staff and Developer about the programming for the Public Components of the Project and provide recommendations about the programming.
- Attend meetings with City staff and Developer regarding the programming for the Public Components and the preparation of the Preliminary Budget for the costs associated with construction of the Public Components of the Project.
- Attend two City Council meetings to discuss the recommended scope of programming for the Public Components of the Project.
- Conduct information-gathering meetings to receive input from interested stakeholder about the potential programming of the Public Components. These meetings shall include participants from the City and the District and all stakeholders in the downtown area that seek to provide input on the programming for the Public Components.
- Negotiate a Management Agreement with City staff to move to the management phase of the Project after construction is complete.

EXHIBIT G

DEVELOPER SCOPE OF SERVICES

Developer shall perform the following Developer Services pursuant to the terms of this Agreement:

- Consult with City staff and Manager about the programming for the Public Components of the Project and provide input on programming options.
- Attend meetings with City staff and Manager regarding the programming for the Public Components and the preparation of the Preliminary Budget for the costs associated with construction of the Public Components of the Project.
- Attend City Council meetings to discuss the recommended scope of programming for the Public Components of the Project, the preliminary design associated with the programming options, and the preliminary budget items related to the design of the Public Components.
- Collaborate with City staff to evaluate options for the Private Components of the Project.
- Establish contacts with potential private users that may be located in the Private Components of the Project.
- Work with City staff to prepare the Preliminary Budget.
- Work with City staff to evaluate options for public sources of funding for the Project, including the evaluation of tax increment financing, tax abatement structures under Chapter 353 and Chapter 99 of the Revised Statutes of Missouri, and state funding options including programs offered by the Missouri Development Finance Board.
- Evaluate private financing options and consult with City staff regarding private sources of funds for the project and private financing structures.
- Negotiate a Development Agreement with City staff to move to the next phase of the Project after the scope of services set forth above is complete.

EXHIBIT H

LETTER AGREEMENT BETWEEN MANAGER AND CITY

[Attached]

February 24, 2021

Mark Dunning
Assistant City Manager
Development Services &
Communications
220 SE Green
Lee's Summit, MO 64063

David Bushek
Chief Counsel of Econ. Dev. &
Planning, Office of the City
Attorney
220 SE Green
Lee's Summit, MO 64063

Dear Mark and David:

I write to confirm the retaining of Biederman Redevelopment Ventures Corp. ("BRV") by Lee's Summit Market Center, for consulting on community engagement, programming, program budgeting, and management planning, as a preliminary step toward management of the public spaces of the Market Center. We know that your aim is to create very lively and attractive public spaces in the downtown area that will draw Lee's Summit residents, shoppers from adjacent areas, and office employees from LANE4's new buildings out to the Market Center. We also know that you want to limit the outlay for commercial operating expenses by the City, and increase real estate values, thereby increasing tax revenues.

Lee's Summit will receive the following to help accomplish its goals:

Goal 1: Lee's Summit will have a comprehensive community outreach effort, coordinated by BRV, that will identify key stakeholder organizations and individuals, and reach the public at large using multiple touch points, such as public workshops, focus groups, stakeholder interviews and user surveys.

Goal 2: Lee's Summit will have detailed recommendations for programming, everyday amenities, and events that will make the Market Center active and vibrant at various times of the day, days of the week, and seasons of the year to meet the needs of the City. These recommendations will include a combination of maps, budgets, and hypothetical calendars for programs, as well as plans for staffing, marketing, and the procurement of related supplies, equipment, and programming partners. BRV will work and meet with Lee's Summit officials to discuss programming recommendations that are engaging and appropriate for the Market Center. The meetings between Lee's Summit City Council and BRV will discuss inter alia the recommended scope of programming, and preliminary budgets.

Goal 3: Lee's Summit will receive a management plan for the operation of the Market Center's public realm post-construction. The management plan will include a strategy to keep the spaces clean, safe, programmed, and landscaped. This will include a staffing plan, operating budget, and a capital budget for programming equipment and site furnishings.

This consultancy is for six (6) months and will begin on or about May 15, 2021, and finish on or about November 15, 2021. The fee for this consultancy is one hundred fifty thousand (\$150,000) dollars plus expenses.

For ease of cash flow, it is often our custom to spread our consulting fee over the course of an engagement. Thus, our fees are payable for this project in six (6) equal installments of twenty five thousand (\$25,000) dollars each, payable upon receipt of our electronic fee invoices and due in full when rendered. Fee invoices will be sent monthly via email, no less than fifteen (15) days prior to the payment due dates. These six (6) payments will be due and paid, in full, via electronic wire bank transfer as below, on or before June 15, 2021, July 15, 2021, August 15, 2021, September 15, 2021, October 15, 2021, and November 15, 2021. Expenses are billed electronically at cost each month, along with fee invoices where applicable, and are payable with fee invoices, via electronic wire bank transfer as below, and are due and will be paid, in full, when rendered.

BRV electronic wire bank transfer account:

Name: BRV Corp
Acct #: 040005299
Routing/ABA: 021000021
Bank: JPMorgan Chase Bank N.A.

Please note that the BRV consulting fee does not include the design and capital costs of any program capital expenses such as sitework, lighting or planting schemes, etc., and/or actual programming costs (i.e., fees paid to programming partners and staffing, etc.).

This proposal, and its terms, is valid for thirty (30) days from the date of this letter.

For your information, brief descriptions of several similar BRV projects and bios of various BRV team members are attached.

We look forward to working with you and your team on the development of the Lee's Summit Market Center.

Sincerely,



Dan Biederman
President

For Biederman Redevelopment Ventures Corp.:

Dan Biederman

Signed

Dan Biederman, President

Name/Title

3/26/2021

Date

For The City Manager's Office:

Signed

Mark Dunning, Assistant City Manager

Name/Title

Date

For The City Attorney Office:

Signed

David Bushek, Chief Counsel of Econ. Dev. & Planning

Name/Title

Date