

**LAKEWOOD BUSINESS CENTER INDUSTRIAL DEVELOPMENT SANITARY
SEWER IMPROVEMENTS COST-SHARING AGREEMENT**

THIS LAKEWOOD BUSINESS CENTER INDUSTRIAL DEVELOPMENT SANITARY SEWER IMPROVEMENTS COST-SHARING AGREEMENT (the “**Agreement**”), is entered into between the City of Lee’s Summit (hereinafter “**City**”) and North Oak Safety Storage LLC, a Missouri limited liability company (hereinafter “**Developer**”) (each is a “**Party**” and collectively are the “**Parties**”).

WITNESSETH:

WHEREAS, pursuant to Section 100.500 RSMo, the City prepared a Plan for an Industrial Development Project for the Lakewood Business Center with respect to an industrial building and related public improvements to be situated on approximately 30.75 acres located southwest of the intersection of NE Jones Industrial Drive and NE Independence Avenue in Lee’s Summit, Missouri; and

WHEREAS, on September 5, 2023, Lee’s Summit City Council approved pursuant to Ordinance No. 9560, a plan for a Chapter 100 Project for the Lakewood Business Park Project (“**Project**”), and

WHEREAS, on May ___, 2025, Lee’s Summit City Council approved Ordinance No. ___ to approve a sanitary sewer cost share agreement to pay for half of the required sanitary sewer extension for the Project; and

WHEREAS, the Project required certain sanitary sewer improvements as outlined in **Exhibit A** (the “**Sewer Improvements**”); and

WHEREAS, the Parties have agreed to share the cost of designing, constructing and installing the Sewer Improvements because such improvements benefit the Project and the City’s use of the Lee’s Summit Municipal Airport (the “**Airport**”) property and may benefit other City properties in the area.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

Section 1. Purpose

The purpose of this Agreement is to coordinate the cost share of the Sewer Improvements to serve the Lakewood Business Center and Airport.

Section 2. Location

The location of the Sewer Improvements that are the subject of this Agreement is set forth in **Exhibit A**.

Section 3. Project Responsibilities

Under this Agreement, the Parties agree to contribute as follows:

- (a) Developer has or will design, construct and install the Sewer Improvements, which includes all aspects of engineering, design, and construction.
- (b) The City shall not participate in the engineering, design, and construction of the Sewer Improvements, with the exception of regular City permitting and administrative functions as set forth in the City's Code of Ordinances and [Design and Construction Manual](#).

Section 4. Financial Responsibilities

- (a) Upon completion of the Sewer Improvements, as evidenced by the City's issuance of a Certificate of Substantial Completion, the City will reimburse Developer for half of all actual engineering, design, development, financing, construction and installation costs incurred by Developer. All eligible costs must be the actual costs to deliver the Sewer Improvements.
- (b) Upon completion of the Sewer Improvements, the Developer will be responsible of half of all actual design, development, and construction costs incurred.
- (c) Developer shall provide the City with documentation sufficient to support the all costs incurred for engineering, design, financing, construction and installation of the Sewer Improvements. The supporting documentation shall consist of invoices, cancelled checks, receipts, lien waivers, and such other supporting documentation as City shall reasonably require to verify and confirm the actual costs incurred by Developer for the Sewer Improvements. The City shall review, verify and confirm the information included in the documentation to support the reimbursement request.

Section 5. Insurance

During the construction and installation period, Developer shall comply with the Construction Insurance requirements of the City's Standard Insurance and Indemnifications Requirements as approved by the City Attorney pursuant to Section 26-221 of the City Code.

Section 6. Indemnification

To the fullest extent permitted by law, Developer shall indemnify, defend, and hold harmless the City and each Councilmember, officer, director, employee or agent thereof (the City and any such person being herein called an "**Indemnified Party**"), for, from, and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "**Claims**"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with Developer, its officers, employee's, agents or any tier of subcontractor or person for which Developer may be legally liable related to the construction of the Sewer Improvements. The amount and type of insurance coverage

requirements set forth in this Agreement in no way shall be construed to limit the scope of indemnity created by this provision.

Section 7. Prevailing Wage

To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Sewer Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (Sections 290.210 – 290.340, RSMo) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. When requested, the Developer shall submit sufficient information to the City's Director of Finance to allow Staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations.

Section 8. Notice

Any notice, demand, or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally.

To the Developer:

North Oak Safety Storage LLC
c/o Jeff Ganaden
1120 NE Eagle Ridge Blvd
Grain Valley, MO 64029

To the City:

City Manager
City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063

With copies to:

Polsinelli PC
Attn: Mark Sprecker
900 W. 48th Place, Suite 900
Kansas City, MO 64112

With copies to:

City Attorney
City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063

Section 9. Default

(a) Default. Each of the following shall constitute a "**Default**" under this Agreement, which shall be deemed an Event of Default. Failure of either party to perform, keep or fulfill any of the material covenants, undertakings, obligations, or conditions set forth in this Agreement and the continuance of such default for a period of thirty (30) days after the defaulting Party's receipt of written notice from the non-defaulting Party of such failure.

(b) Event of Default. Upon the occurrence of any Default by either Party, said Default shall be deemed an "**Event of Default**" under this Agreement if the defaulting Party fails to cure the Default within thirty (30) days after receipt of written notice from the non-defaulting Party

demanding such cure, or, if the Default is such that it cannot reasonably be cured within said thirty (30) day period of time, if the defaulting Party fails to commence the cure of such Default within said thirty (30) day period of time or thereafter fails to diligently pursue such efforts to completion.

(c) Remedies. Upon the occurrence of an Event of Default, Termination procedures as defined in Section 10 may be followed.

Section 10. Termination

This Agreement may be terminated by either Party upon written notice to the other prior to the commencement of construction by Developer. If either Party has caused a material breach of any provision of this Agreement, the non-breaching Party may terminate this Agreement by written notice after giving an opportunity to cure the breach as follows:

- a) Written notice of breach shall be delivered to the breaching Party.
- b) Such notice shall describe the breach in reasonable detail.
- c) If the stated breach continues unremedied for thirty (30) calendar days after notice is received (or, if the breach is of a nature that it cannot be cured within thirty (30) days and the breaching Party has not taken reasonable steps within the thirty (30) day period to cure the breach as soon as reasonably practicable), then this Agreement may be terminated upon the delivery of a second written notice of such termination after the conclusion of such thirty (30) days period as described in the original notice of breach.

Section 11. Negotiation of Agreement

The City and Developer are governmental and for-profit entities, respectively, each having been represented and advised by competent legal counsel, and each has fully participated in the negotiation and drafting of this Agreement and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 12. Assignment of Agreement

Developer shall not transfer, lease, or permit any assignment or lien to exist or in any other manner, dispose of Developer's rights in this Agreement without the prior written consent of the City not to be unreasonably withheld, conditioned, or delayed. Developer may not subcontract or assign any of the obligations under this Agreement without first obtaining the written approval of the City. Developer shall cause any person or firm proposed for subcontracting services under this Agreement to maintain throughout the duration of the Agreement the insurance as provided in **Section 5** or other insurance applicable to and appropriate for the service being provided and will provide City with certification thereof upon City's request. Notwithstanding the foregoing, Developer may collaterally assign this agreement to its lender(s).

Section 13: Venue

The Parties agree that any action at law or in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted in the Circuit Court of Jackson County, Missouri.

Section 14. Applicable Law

This Agreement shall be taken and deemed to have been fully executed, made by the Parties in, and governed by, the laws of the State of Missouri.

Section 15. Authority to Execute

The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective Party and have been duly authorized, directed and empowered to execute this Agreement.

Section 16. Headings

All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 17. Counterparts

This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 18. Severability

In the event any section, term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid section, term or provision is such that a court reasonably would find that the Parties, or either of them, would not have entered the Agreement without such term or provision, or would not have intended the remainder of the Agreement to be enforced without such term or provision.

Section 20. Force Majeure

Either Party may be excused for the period of any delay in performance of any obligation under this agreement caused by forces outside of either parties control, such as, but not limited to, labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, governmental regulations or controls, fire or other casualty, disastrous weather events, or Acts of God.

Section 21: Entire Agreement

This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Mark Dunning, City Manager

ATTEST:

Trisha Fowler Arcuri
City Clerk

Approved as to form:

David Bushek
Chief Counsel of
Economic Development & Planning

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark Dunning, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

NORTH OAK SAFETY STORAGE, LLC

By: _____
Anthony R. Ward, Member

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Anthony R. Ward, Member of North Oak Safety Storage, LLC, who is personally known to me to be the same person who executed the within instrument on behalf of said company and such person duly acknowledged the execution of the same to be his/her the act and deed of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

Sanitary sewer extension to serve the Project and the Airport as depicted in red below.

