

# Jefferson City Regional Economic Partnership

*on behalf of the*

## CITY OF JEFFERSON, MISSOURI

### Request for Development Team Qualifications for

### Proposed Conference Center, Hotel, & Parking Facility



Issued: November 1, 2023  
Proposals Due: December 15, 2023



**JEFFERSON CITY REGIONAL ECONOMIC PARTNERSHIP *on behalf of the*  
CITY OF JEFFERSON**

**REQUEST FOR DEVELOPMENT TEAM QUALIFICATIONS (“RFQ”) FOR:**

**PROPOSED CONFERENCE CENTER, HOTEL, & PARKING FACILITY**

**SUBMITTAL DUE DATE:** Friday, December 15, 2023

**SUBMITTAL DUE TIME:** 5:00 p.m. C.S.T.

**DIRECT SUBMITTALS AND QUESTIONS TO:**

Jefferson City Regional Economic Partnership  
Attn: Paul Samson, PE, Project Engineer  
Email: [paulsamson@jcrep.org](mailto:paulsamson@jcrep.org)  
Telephone: 573-338-4396

**SECTION 1 - INTRODUCTION AND PROJECT SUMMARY**

- A. The Jefferson City Regional Economic Partnership (JCREP) on behalf of the City of Jefferson, Missouri (the “City”) is soliciting Statements of Qualifications (SOQ) from Development Teams for the planning, design, engineering, construction, operation and maintenance of a new regional destination conference center with integrated full-service, branded, upscale hotel and shared structured parking facility serving the conference center, hotel, and short term, and daily parking for the general public (collectively referred to herein as the “Project”).
- B. Jefferson City, the capital of Missouri, and county seat of Cole County, is centrally located within the state, midway between St. Louis and Kansas City. Being the seat of state government, Jefferson City is home to the Governor and all statewide elected officials, the Missouri General Assembly, the Missouri Supreme Court, all state-level department headquarters, numerous state agencies, over 140 industry associations, and countless non-profits that access the halls of State government on a daily basis. Jefferson City’s permanent population of 43,000 grows to approximately 80,000 during the workday.
- C. As the capital city, there is a strong demand for a conference center and hotel facility. State government has the need to host events that will bring in constituents from across the state. Statewide industry associations desire to have a facility that will provide their members easy access to state government. Locally, there is a need for a facility to host community events such as conferences, business shows, award ceremonies, and fund-raising events. Local voters have supported the conference center project by approving the collection of a lodging tax to support its construction.
- D. The development of a conference center in Jefferson City has been a desired, and long discussed project for over 30 years. There have been multiple conference center proposals discussed over the years which have failed to move forward largely due to their distance from the downtown business district and the state capitol building. After

numerous discussions with state, and local stakeholders, this proposed project location addresses those previous location issues.

- E. City officials have determined that the current Madison Street Parking Garage is past its useful service life and has determined that it needs to be replaced. The City is seeking to capitalize on the need to reconstruct this critical parking facility into an opportunity to transform the Project Site into a dynamic mixed-use development which will be the anchor for the downtown area.
- F. The City currently owns or has a purchase agreement for the property on which the Project is to be located (the "Project Site"). The Project Site is bounded by Madison Street, East Capitol Avenue, Monroe Street, and Commercial Way (see Figure 1 below). The approximately two-acre Project Site is the current location of the City's Madison Street Parking Garage and the former facilities of the Jefferson City News Tribune newspaper. The Project Site is in the heart of Jefferson City's downtown commercial, government, entertainment, and cultural district. It is adjacent to the Missouri Governor's Mansion and one block from the Missouri State Capitol Complex. The City is willing to make the entire Project Site available to carry out a transformative and visionary redevelopment project.



**Figure 1 – Project Site (Aerial)**

- G. The City intends for the Project to be a first-class facility that offers flexibility to host large-scale statewide and regional events such as conferences, tradeshows, and seminars, in addition to local events such as weddings, awards ceremonies and banquets. While the City understands that the Project must meet projected market demands, should a market analysis support it, the City anticipates the Project to include the following program:

- Net 36,000 SF conference center and meeting facility with ancillary circulation, pre-function, storage, support & kitchen spaces.
  - 150-200 room hotel with restaurant, rooftop bar, fitness center, courtyard, and pool.
  - Approximately 750 structured parking spaces.
  - Optional retail, restaurant, or office space at street level.
- H. The City is motivated and desires to complete the Project in an expeditious manner. It is the City's desire to complete the Project no later than December 31, 2026. The Development Team's submittal will include a proposed development schedule showing the anticipated completion date with milestones necessary to complete the Project on schedule. If the Developer believes that completing the Project by December 31, 2026, is an unattainable goal, the Developer shall propose a schedule that is attainable.
- I. The City seeks a high-quality, integrated development and operations team for the Project. The team should at a minimum be composed of firms qualified in development, engineering, architecture, operations, and maintenance. The development of the conference center should be designed to attract statewide and regional conferences, tradeshows, and events.
- J. The Development Team will be responsible for all aspects of funding for the Project. However, the City is willing to provide direct financial support to the Project from two separate sources:
- The City and the Convention and Visitors Bureau has allocated a four percent (4%) lodging tax to create a Conference Center Fund for the development of a conference center within the City. The lodging tax generates approximately \$710,000 annually for the Conference Center Fund and has been authorized to be collected until 2035. Lodging tax collections began in May 2011, and the Conference Center Fund currently has an accumulated balance of over \$8.6 million. The Conference Center Fund and future lodging tax collections can be available to assist in financing the conference center component of the Project.
  - The City's Parking Enterprise Fund has accumulated approximately \$4 million in reserves anticipating the construction of a new downtown parking facility. These reserves, plus future garage parking revenues, can be made available to construct the parking facility component of the Project.
- K. To assist in the development of the Project, the City will consider public incentives applicable to the property and consistent with Missouri law and the City's Economic Incentive Policy (Chapter 25, Article VII of the Jefferson City Code), including, but not limited to, Tax Increment Financing (TIF), Community Improvement Districts (CID), Transportation Development Districts (TDD), Industrial Revenue Bonds (Ch. 100), and the Urban Redevelopment Corporations Law (Ch. 353).

- L. The City will cooperate with the selected Developer to identify and implement any tax credit or tax advantage opportunities available for redevelopment of the Project Site. The census tract that contains the Project Site is eligible for New Markets Tax Credits and was designated as an Opportunity Zone.
- M. The Development Team shall be obligated to provide monetary advances for certain City expenditures related to development of the Project, including but not limited to outside consulting fees, attorney's fees, and administrative costs. In the event the Project is not completed, the City shall not be obligated to reimburse the Developer for any monetary advances provided to the City.
- N. The Development Team is expected to be responsible for all aspects of the development process including: (a) securing approvals for planning, zoning, permits, environmental compliance, design, and other required governmental approvals; (b) planning, design, and construction of the Project; and (c) long-term operation of the conference center, hotel, and parking garage.
- O. Upon completion of the Project, the hotel should be owned and operated by the Developer or Hotelier. The City is willing to consider any lawful ownership plan of the conference center and parking garage to best ensure the long-term viability of these facilities with appropriate maintenance and operating agreements. The real property will either be owned in-fee by the Developer or leased by the City to the Developer under a long-term ground lease or other appropriate leasing arrangement.
- P. The following sections of the RFQ describe the preferred program for completion of the Project in general, the minimum qualifications of the Development Team, the requirements of the SOQ to be submitted, the developer selection process, and additional terms and conditions. Failure to submit information in accordance with the requirements and procedures listed herein may be cause for disqualification.

**SECTION 2 - PREFERRED PROGRAM DESCRIPTION**

The preferred program is envisioned to include, at a minimum, the development of a new conference center facility with an integrated supporting hotel and a structured parking facility consisting of the components set forth below. The quality of the Project shall be comparable to the quality of newly developed similarly styled projects in competitive small to mid-market conference cities across the United States. Based on preliminary market research and facility reviews, the City anticipates the appropriate development scope for the Project will include:

- A. Net 36,000 square foot conference center to accommodate meetings, banquets ballroom exhibition, and break-out space. Additional space as needed for circulation, pre-function, storage, support, and conference center kitchen.
- B. An approximately 150-200 room full-service, branded upscale hotel with a physical connection to the conference center. Desired hotel amenities include restaurant, roof-top bar, fitness center, outdoor courtyard, and pool.

- C. Connected structured parking facility sufficient to provide parking not only for the conference center and hotel, but also to provide public parking for daily lessee and short-term metered parking. The City's Madison Street Parking Garage currently provides 596 such spaces. The selected Developer will collaborate with the City to determine the optimal amount of parking to be financed and constructed on the Project Site.
- D. Optional storefronts at street level, particularly along Madison Street and Capitol Avenue for leased retail, restaurant, or office space.

The Jefferson City Convention and Visitor's Bureau and JCREP have undertaken a site feasibility study to illustrate how the preferred program described above could be situated within the Project Site. (see Appendix D). The site feasibility study should be considered illustrative only and should not be taken to be the preferred configuration for the Project program. The selected Development Team will be responsible for creating a design that incorporates, at a minimum, the four program components described above within the Project Site. During the design phase, the City will work with the Development Team to adjust the size of the Project components as necessary to meet market demand, site constraints, and financial projections.

### **SECTION 3 - MINIMUM QUALIFICATIONS FOR DEVELOPMENT TEAMS**

- A. Development Teams shall be composed of the Developer, and the Developer's selected Development Team to include: conference center & hotel operator, architect, civil engineer, and construction manager. It is preferred that the conference center & hotel are operated by a single entity.
- B. The Development Team should demonstrate experience with hospitality projects of similar size and scope, constructed within the past ten years. Specifically, experience with conference center and hotel projects is highly preferred. If the Development Team cannot demonstrate experience with hospitality projects, it should demonstrate experience of other types of commercial projects which support the Development Team's ability to carry out a project of the type described in this RFQ.
- C. The Development Team must demonstrate the financial capability to complete the Project at the desired standard.
- D. The architect and construction manager must have had primary responsibility for the actual design and construction of large commercial development projects undertaken during the past ten years (with "large" defined as construction value of approximately \$20 million or more per project). The architectural firm involved in this RFQ process would be the presumptive architect of record for the Project if the Development Team is selected.
- E. Each Development Team will be responsible for identifying qualified operator(s) for the conference center and hotel. The City expects that the proposed conference center and hotel will be brand-managed or managed by an experienced, third-party hotel and conference center management company.

- F. The construction manager, if distinct from the development company, is to be selected by the development company. Submittals should provide evidence of the construction manager’s recent conference center and hotel construction experience or if such evidence cannot be provided, evidence of experience with other similar commercial construction projects which support the construction of a project of the type described in this RFQ. The primary criteria for selection of a construction manager should be its financial strength and technical abilities to deliver a quality project within budget and on-schedule, as well as experience working together with your selected team members.
- G. Laws and permitting practices pertaining to developments of this type can vary from one part of the country to another. Therefore, it is preferred, but not necessary, for the team to demonstrate experience on large commercial development projects in the State of Missouri.
- H. Non-exclusivity – the City encourages the best combination of potential teams. With this objective in mind, all members of a responding team, with the exception of the lead Developer, may be listed as members on more than one response. A Developer of one team may participate in a supporting role on another team but will not be considered for multiple lead Developer submittals. For example, a lead Developer in one project team may submit as an equity investor on another team.

**SECTION 4 - DEVELOPMENT TEAM SELECTION PROCESS SCHEDULE**

The City anticipates the following schedule for the selection process, but retains the right to change this schedule:

Issue RFQ	November 1, 2023
Individual Pre-submittal Meetings	November 6-December 1, 2023
Last date to submit questions	5:00 p.m. CST, December 8, 2023
RFQ submittals due	5:00 p.m. CST, December 15, 2023
Development Team Selection Process	December 2023 - February 2024
Begin Development Agreement negotiations	Immediately following selection

See Section 6 below for a detailed explanation of the Development Team Selection Process.

**SECTION 5 - DEVELOPER STATEMENT OF QUALIFICATION REQUIREMENTS**

- A. **Please read and respond to all of this RFQ in the format requested. SOQs submitted in a different format, or that do not contain all the requested information may be considered non-responsive. Submitters shall submit eight (8) bound hard copies of the Development Team SOQ plus one (1) electronic version in PDF format on flash drive. The Development Team SOQs shall be delivered by 5:00 p.m. CST on Friday, December 15, 2023, to:**

<b>Recipient:</b>	Jefferson City Regional Economic Partnership Attn: Paul Samson, PE, Project Engineer 630 Bolivar Street, Suite 202 Jefferson City, MO 65101
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<b>Phone:</b>	(573) 338-4396
<b>Email:</b>	Paul Samson <a href="mailto:paulsamson@jcrep.org">paulsamson@jcrep.org</a>
<b># of copies:</b>	8 bound hard copies 1 electronic copy in PDF format on flash drive

- B. The response should address all the points outlined in this RFQ. Submitted materials are to be soft cover bound and no larger than 8.5" x 11". Any materials larger than 8.5" x 11" should be folded to fit into the 8.5" x 11" format. The response should be submitted in PDF electronic format also. Submittals must be received prior to the due date and time. It is the sole responsibility of the Development Team to ensure timely delivery of the proposal. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the submitting Development Team. Late submittals will be returned to the proposer unopened.
- C. Development Teams are encouraged to schedule an individual meeting with City representatives prior to submitting an SOQ. The intent of the pre-submittal meeting is to provide Development Teams the opportunity to discuss in detail the City's vision for the Project and to visit the Project Site. Pre-submittal meetings may be scheduled November 6 - December 1, 2023, by contacting Paul Samson, PE, Project Engineer.
- D. Submitters are reminded that the U.S. Postal Service deliveries may be delayed. Submitters are responsible for on-time deliveries of proposal documents to the City, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for U.S. Postal Service deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them, and deliver to the City, for fees for which the proposer shall bear responsibility.
- E. The outside of the package should be clearly marked with the following: **"Statement of Qualifications of "Development Team" for - City of Jefferson Conference Center and Hotel."**
- F. Submitters are invited to submit written questions and requests for clarifications regarding the RFQ. Questions and requests for clarifications or suggestions must be emailed to Paul Samson, PE, Project Engineer at [paulsamson@jcrep.org](mailto:paulsamson@jcrep.org) and received on or before 5:00 p.m., December 8, 2023. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFQ, the proposer should immediately notify the Project Engineer in writing of such error and request modification or clarification of the RFQ document. The City assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFQ.
- G. To simplify the review process and to obtain the maximum degree of comparability, each submittal shall follow the outline as set forth below and, at a minimum, contain the information as requested. Development Teams are encouraged to include additional



relevant information. Each element in the response should be cross-referenced to this RFQ as follows:

1. **Table of Contents**

Include a clear identification of the material by section and by page number.

2. **Executive Summary**

A letter of transmittal, on corporate letterhead, should be brief and include a brief description of your Development Team.

3. **Acknowledgements**

- a. A signed copy of any and all addenda to the RFQ that have been issued by the City.
- b. Certification of Independence and No Conflict of Interest, included as Appendix A.
- c. Litigation Disclosure, included as Appendix B.

4. **Development Team**

The Development Team shall at a minimum consist of the Developer, Conference Center & Hotel Operator, Architect, Civil Engineer, and Construction Manager.

- a. Identify each firm on the development team; describe the composition, legal form, and organizational structure of the Development Team. Joint ventures should provide all requested information for each team member. Identify the role of each team member.
- b. For each member of the Development Team, provide: a brief company profile, a summary of qualifications and a list of directly relevant completed projects with completion dates. The Developer and Conference Center & Hotel Operator should provide information demonstrating the financial capability of the firms to complete, maintain, and operate the Project.
- c. For each member of the Development Team, identify the personnel who will be specifically assigned to the project. Briefly describe the role and experience of these personnel. Provide contact data including telephone numbers and email addresses.

5. **Description of Previous Project Experience**

- a. Provide summary descriptions of at least three hotel projects that the Developer has led. Include: (a) name and location of hotel, brand, number of rooms, and year opened; (b) development cost of hotel, excluding land; (c) description of ownership & operation agreements; (d) description of the financing plan used specifically identifying all forms of public & private investment; (e) description of project start and completion dates and adherence to project schedule; (f) description of preliminary and final construction costs and adherence to project budget; (g) summary of development team.
- b. Provide summary descriptions of at least three conference center and hotel projects that the Developer has led. Include: (a) name, and location and type of facility, year opened; (b) relevant descriptive facility information including hotel brand, number of hotel rooms, hotel amenities (restaurants, bars, business center, etc.), gross conference center area, net area of conference/meeting rooms, net area of exhibition space, seat count, etc. (c) development cost, excluding land; (d) description of ownership and operation agreements; (e) description of the financing plan used specifically identifying all forms of public & private investment; (f) description of preliminary and final construction costs and adherence to project budget; (g) summary of development team.
- c. Provide summary description of at least three conference center and hotel properties that the Conference Center & Hotel Operator is currently operating. Include: (a) name, location, and type of facility, year opened; (b) relevant descriptive facility information including hotel brand, number of hotel rooms, hotel amenities (restaurants, bars, business center etc.), gross conference center area, net area of conference/meeting rooms, net area of exhibition space, seat count, etc. (d) discuss what specific, quantifiable measures of success have been achieved through the operator's services in managing, programming, and operating the facility.
- d. Provide descriptions of at least two recent hotel and/or conference/convention centers projects the Architect & Civil Engineer have completed. Include: (a) name and location of project, and year opened; (b) project developer; (c) summary of project components; (d) description of working within project budget and schedule; (e) team members role in the development.
- e. If the Development Team and/or its members cannot provide descriptions of hotel and/or hotel and conference center projects called for in Paragraphs a-d above, it should provide descriptions of

other types of projects which demonstrate the Development Team and/or its members' ability to carry out a project of the type described in this RFQ.

6. **Development Team's Approach to Jefferson City Project**

- a. The City expects each Development Team will conduct its own due diligence and market research for the Project, given the guidelines and basic concept outlined herein. Describe the due diligence tasks the Developer anticipates being required for the Project.
- b. The City desires to complete the Project in an expeditious manner. Provide a realistic milestone-based schedule for the planning, design, construction, and opening of the Project assuming on Development Team selection being completed in February 2024.
- c. The City wishes to identify the best approach to operating the proposed Conference Center & Hotel facilities with the goal of maximizing the overall total return to the community, as measured by economic impacts, tax revenues, and any other benefits that may result from the Project. The City is not interested in undertaking operations of the facility. Discuss the potential hotel brands for the Project. Describe the different approaches to operating conference center and hotel facilities. Please provide a discussion of what you think would be the best overall option for the City.
- d. Based on the team's experience of successful projects, provide descriptions of potential approaches to financing and ownership for the Project. As applicable, include discussions of ownership, land, debt, equity, and all public incentives that are anticipated for this Project.
- e. The Developer will be responsible for all aspects of funding for the Project, with public financial participation as previously described. The Developer will also be responsible for providing monetary advances for all City expenditures related to the development of the Project, including but not limited to outside legal and consulting fees. In the event the Project is not completed, the City shall not be obligated to reimburse the developer for any monetary advances provided to the City.

7. **Other Information**

You may submit other information such as brochures, reports, land maps, or other project information that the Development Team desires to submit for consideration.

8. **References**

Each member of the Development Team shall provide contact information for owners of at least three (3) projects which services directly comparable to those requested in this RFQ were performed.

**SECTION 6 - DEVELOPMENT TEAM SELECTION PROCESS**

- A. Receipt of Qualifications - Development Team Statements of Qualifications will be received as described in Section 5.A above.
- B. Evaluation of Qualifications - A Selection Committee consisting of community partners representing the City, JCREP, the State of Missouri, Cole County, Jefferson City Convention and Visitors Bureau, and Downtown Jefferson City will evaluate and rank the submitted qualifications based on the following criteria:
  - a. Composition of Development Team
  - b. Previous experience of Developer
  - c. Previous experience of Conference Center & Hotel Operator
  - d. Previous experience of Architect & Engineer
  - e. Development Team’s approach to the Project
  - f. Demonstrated financial capability to complete the project
- C. Development Team Interviews - The Selection Committee will choose a number of development teams as finalists for in-person interviews. Any costs associated with participating in the interviews shall be the sole responsibility of the Development Team.
- D. Selection Committee Recommendation - Based on the outcome of the Selection Committee evaluation and in-person interviews, the Selection Committee will recommend a preferred Development Team to the City of Jefferson City Council.
- E. Approval of Developer by City Council - The City of Jefferson City Council will make the final approval of the selected Development Team. The approval will be made by executing a Funding Agreement with the selected Development Team. (See Section 7.B below)
- F. Developer Selection Process Schedule - The City anticipates the following schedule for the development team selection process, but retains the right to change this schedule:

Receipt of Qualifications	December 15, 2023
Evaluation of Qualifications	December 15, 2023- January 5, 2024
Development Team Interviews	January 8-19, 2024
Selection Committee Recommendations	January 19-31, 2024
Approval by City Council	February 5, 2024

## **SECTION 7 - ADDITIONAL INFORMATION AND TERMS**

- A. **SOQ PREPERATION COSTS:** All costs associated with preparing a Statement of Qualifications in response to this RFQ shall be borne by the Development Team making the submittal.
- B. **INITIAL MONETARY ADVANCE BY DEVELOPER:** The selected Developer will be required to execute a Funding Agreement (see Appendix C) with a cash deposit in the amount of \$40,000.00 to provide initial funding for the negotiation of a future Development Agreement which will define the terms and conditions of the Project.

Negotiations related to the Development Agreement shall not commence until the required deposit is received. In the event the Project is completed, such amounts may be eligible for reimbursement, depending on the development incentives utilized by the Project. The City may utilize such funds as it reasonably deems necessary, so long as the use of such funds directly relates to the development of the Project and that use does not jeopardize the ability to be reimbursed under law.

In the event that the Project is not completed, the City shall not be obligated to reimburse the Development Team for any monetary advances provided to the City related to the Project.

- C. **MODIFICATION OF SOQ:** SOQs may be modified in writing with the required number of hard copies at any time prior to the due date and time. Modifications should be clearly marked with the submitter's name. The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information.
- D. **WITHDRAWAL OF SOQS:** SOQ submittals may be withdrawn in writing in person or via e-mail. The firm must sign a receipt of withdrawal. Withdrawn SOQ submittals may be resubmitted, with or without modifications, up to the due date.
- E. **REJECTION OF QUALIFICATIONS:** JCREP will examine submitted SOQs to determine their conformance with the RFQ. Any SOQs that are deemed to be non-conforming to the stated requirements may be rejected. Therefore, Development Teams should exercise particular care in reviewing the required submittal format as set forth in this RFQ. The City reserves the right to reject any or all SOQs, in whole or in part, received in response to this RFQ at any time prior to the execution of a written Funding Agreement. Issuance of this RFQ in no way constitutes a commitment by the City to award a contract or enter into a Funding Agreement. This RFQ is designed to provide developers with the information necessary to prepare a competitive submittal. The City reserves the right to negotiate the terms of the Funding Agreement or development agreement with the selected Developer. If negotiations cannot be concluded successfully with the selected Developer, the City may select an alternate Developer to complete the Project or reject all submittals and re-advertise the proposed Project.

F. **REASONS FOR DISQUALIFICATION:** The City may reject submittals for any one of the following reasons:

1. The submitter fails to include information necessary to substantiate that it will be able to complete the Project.
2. The submitter fails to respond to the City's request for information, documents, or references.
3. The submitter fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in this RFQ.
4. The submitter presents the information requested by this RFQ in a format inconsistent with the instructions of the RFQ.
5. The submitter provides misleading or inaccurate responses.
6. The submitter limits the City's rights.

G. **RESERVATIONS:** The City expressly reserves the right to:

1. Specify approximate quantities or square footages in the RFQ
2. Extend the RFQ opening date and time
3. Waive any and all irregularities in any RFQ or RFQ procedure
4. Add additional terms or modify existing terms in the RFQ
5. Reject or cancel any or all RFQs in whole or in part
6. Reissue an RFQ
7. Procure any item or portion of this RFQ by other means.

H. **COMPLIANCE WITH LAWS:** Development Teams shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. The rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Missouri. Development Teams warrant and covenant to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances.

I. **PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION:** Information, documentation, and other material in connection with this RFQ or any resulting contracts may be subject to public disclosure pursuant to Chapter 610 of the Missouri Revised Statutes (the "Sunshine Law").

J. **REFERENCE CHECKS:** The City reserves the right to contact any reference to assist in the evaluation of the submittal, to verify information contained in the submittal, and to discuss the Development Team's qualifications and the qualifications of any Development Team member identified in the submittal.

- K. **INFORMATION FROM OTHER SOURCES:** The City reserves the right to obtain and consider information from other sources concerning a development team, such as the Development Team's capability and performance under other contracts.
- L. **VERIFICATION OF SOQ CONTENTS:** The contents of any submittal are subject to verification. Misleading or inaccurate responses shall result in disqualification.
- M. **CRIMINAL HISTORY AND BACKGROUND INFORMATION:** The City reserves the right to conduct criminal history and other background investigations of the lead Developer (or other Development Team entity), its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Developer.
- N. **CLARIFICATION PROCESS:** The City reserves the right to contact a Development Team after the receipt of submissions for the purpose of clarifying information contained therein to ensure mutual understanding.

This contact may include written questions, interviews, site visits, a review of past performance, or requests for corrective pages in the submittal. An individual authorized to legally bind the Development Team shall sign responses to any request for clarification. Responses shall be submitted to the City within the time specified in the City's request. Failure to comply with requests for additional information may result in rejection of the submittal as non-compliant.

- O. **DISPOSITION OF SUBMISSIONS:** All submissions become the property of the City. At the conclusion of the selection process, the contents of all submissions will be in the public domain and be open to inspection by interested parties subject to exceptions provided in the Sunshine or other applicable law.
- P. **RELEASE OF CLAIMS:** By making a submittal, the Developer as well as the Development Team agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, negligent or otherwise, to provide the submitter with pertinent information as intended by this RFQ.

**END OF REQUEST FOR QUALIFICATION**

APPENDIX A

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a response to the City of Jefferson’s (the “City”) Request for Qualifications (“RFQ”), the undersigned certifies the following:

1. Unless such information was obtained in compliance with the RFQ, the submittal has been developed independently, without consultation, communication, or agreement with any consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The submittal has been developed independently, without consultation, communication, or agreement with any other proposer or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the submittal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other submitter.
4. No attempt has been made or will be made by the undersigned to induce any other submitter to make or not to make a submission for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between the undersigned and the City that interferes with fair competition or as a conflict of interest.
6. The Developer’s submission is based solely on its own understanding of the requirements of the RFQ based on the written contents of the RFQ, and any written addenda and written clarifications provided by the City.
7. The submitter acknowledges and agrees that the City is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings which were made at any time prior to or during the selection process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the RFQ or included by written addenda or written clarifications during the selection process and issued by the City.

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Signature Name and Title

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Company Name Date



APPENDIX B

LITIGATION DISCLOSURE

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration.**

1. Have you or any member of your firm or Development Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your firm or Development Team been terminated (for cause or otherwise) from any work being performed for the City of Jefferson or any other federal, state or local government, or private entity?

Circle One YES NO

3. Have you or any member of your firm or Development Team been involved in any claim or litigation with the City of Jefferson or any other federal, state or local government, or private entity during the last ten (10) years? (Including liens for non-payment from suppliers.)

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a supplemental sheet to this form and included with your submittal.

\_\_\_\_\_  
Signature Name and Title

\_\_\_\_\_  
Company Name Date

APPENDIX C

CITY OF JEFFERSON  
FUNDING AGREEMENT

## FUNDING AGREEMENT

This **FUNDING AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the **CITY OF JEFFERSON, MISSOURI** (the “City”), and the \_\_\_\_\_, (the “Applicant”).

### RECITALS

**WHEREAS**, the City is a Missouri municipal corporation with its principal office located at 320 E McCarty Street, Jefferson City, Missouri, 65101, and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

**WHEREAS**, the Applicant is a \_\_\_\_\_ with its principal office located at \_\_\_\_\_, and is authorized to conduct business in the State of Missouri; and

**WHEREAS**, the City is the owner of approximately 2 acres of certain real property and improvements generally located at 201 Madison St. in Jefferson City, Missouri, (collectively, the “Property”); and

**WHEREAS**, the Applicant has submitted a response to a Request for Qualifications issued by the Jefferson City Regional Economic Partnership on behalf of the City of Jefferson on November 1, 2023 (the “RFQ”) to eventually enter into a Redevelopment Agreement to redevelop the Property; and

**WHEREAS**, the City will be required to provide services and assistance as may be required to negotiate, execute, and administer a Redevelopment Agreement, including potential utilization of various public economic development incentives, (collectively, the Development Application) all to be considered by the City’s governing body (i.e., “City Council”); and

**WHEREAS**, the City does not have a source of funds to finance costs incurred by it, in the form of additional legal, financial, planning, transportation and engineering and other consultants, or for direct out-of-pocket expenses and other costs resulting from services rendered to the Applicant to review, evaluate, process, and consider the Development Application; and

**WHEREAS**, for the City to fully consider and evaluate the Development Application, the Applicant seeks to deposit funds with the City to be used by the City to pay for actual out-of-pocket expenses necessary to perform a full evaluation of the Development Application and engage consultants as needed for such evaluation.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services to be Performed by the City.** The City shall:

A. Consult with the Applicant on the preparation and consideration of the Development Application in accordance with the provisions of Chapter 353 and Chapter 100 RSMo., the Tax Increment Financing (TIF) Act, the Community Improvement District (CID) Act, the Transportation Development District (TDD) Act, the Port Improvement District (PID) law, or other applicable laws, give all notices, make all publications and hold hearings as required these and other applicable laws;

B. Provide necessary staff, legal, financial, and planning assistance to prepare and present the Development Application to the City and to prepare and present required ordinances to the City Council;

C. In the event that the City Council approves all or any portion of the Development Application, provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement or amendments between the Applicant and the City for implementation of the Development Application or appropriate portion thereof;

D. In the event that a definitive agreement or amendments between the Applicant and the City for implementation of the Development Application or any portion thereof is entered into, provide the necessary staff, legal, financial and planning assistance to administer such agreement(s).

2. **Initial Deposit.** Within ten (10) calendar days after this Agreement is fully executed by the parties, the Applicant shall deposit Forty Thousand Dollars (\$40,000.00) (the "Deposit") with the City's Finance Director, who shall credit the Deposit to a separate and designated ledger account. The City shall disburse the Deposit as set forth in **Section 4** of this Agreement and shall bill the Applicant pursuant to **Section 3** of this Agreement to re-establish the Deposit so that there is always a minimum cash balance of Forty Thousand Dollars (\$40,000.00) available, from which additional disbursements may be made as required

3. **Additional Funding.**

A. The City shall submit an itemized statement for actual out-of-pocket expenses necessary to perform its obligations hereunder. Such statements shall be submitted on a regular periodic basis, but no more often than monthly. The Applicant shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to Section 7. Notwithstanding the foregoing, the Applicant shall ensure that on the dates upon which the City Council takes up the Development Application for consideration, the Deposit shall be replenished to the amount of the minimum cash balance established in Section 2; provided, however, that the City shall provide the Applicant with at least five (5) days prior written notice before the Deposit shall need to be replenished. Failure to replenish the Deposit as described shall be grounds for continuing the consideration of the Development Application.

B. The City and the Applicant agree that the Applicant shall reimburse the City for its actual out-of-pocket expenses necessary to perform the City's obligations hereunder, using the following consultants: \_\_\_\_\_.

The City shall advise the Applicant in writing if it intends to utilize the services of any other consultant to perform its obligations under the terms of this Agreement. Such written notice shall include the name of the consultant, the service to be performed and an estimate of the cost expected. If the Applicant, in writing, within five (5) business days from receipt of the City's notice, objects to either the consultant named or the service to be performed, the City and Applicant shall negotiate in good faith to resolve the Applicant's objections. If the City and Applicant cannot agree on the consultant to be used or the service to be performed, the City shall have no obligation to perform that service under the terms of this Agreement and the Applicant shall have no obligation to pay for such service under the terms of this Agreement.

C. The Deposit and all Additional Funds shall be treated as funds that may be reimbursed from Chapter 353, Chapter 100, TIF, CID, TDD, or PID proceeds or other revenues as permitted by law; provided, that the Development Application or appropriate portion thereof is approved, and the Applicant and the City enter into a definitive agreement for implementation of the Development Application or appropriate portion thereof.

D. In event that the City incurs fees or cost that are reimbursable out of proceeds made available at closing of any real estate transaction or bond issued pursuant to Development Plans or Redevelopment Agreements approved in relation to the Development Applications, service providers to the City may be paid out of such closing proceeds and once paid, shall not also be reimbursed under the terms of this Agreement, provided that nothing shall relieve Applicant from responsibility for such costs if not paid out of such closing proceeds.

4. **Disbursement of Funds.** The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement when such expenses become due. The City shall send to the Applicant a copy of the record for each disbursement made pursuant to this Agreement.

5. **Development Application Administration.** In addition to the services set forth in **Section 1**, the City may be required to provide services from time to time for the continuing administration of the Development Application, if approved by the City. Upon appropriate itemization and submission to the Applicant, the City shall be reimbursed by the Applicant for actual meeting expenses and other expenses that are reasonable or incidental to the general operations of the City with respect to administration of the Development Application and any development that results from the Development Application. The provisions of this section shall apply until such time as the City and the Applicant agree to and execute a definitive agreement for implementation of the Development Application which provides for ongoing administration of the economic development incentives by the City.

6. **Effective Date.** The effective date of this Agreement shall be date last executed by party below, provided that expenses incurred by the City in pursuant of this Agreement or other consideration of the Development Application prior to the Effective Date but after the closing date of the RFQ may be reimbursed to the City under terms of this Agreement, which is established to ensure that the City's costs from and after that date are eligible for reimbursement pursuant to this Agreement.

7. **Termination.**

A. In the event the Applicant fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion if the Applicant fails to cure the default within ten (10) days after written notice to the Applicant of the default or if such default is not reasonably capable of cure within ten (10) days, within a reasonable period thereafter provided that Applicant is diligently pursuing such cure. Termination by the City shall also terminate any duties and obligations of the City with respect to this Agreement, including, but not limited to, the City's processing of Applicant's Development Application. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement with the Applicant.

B. The parties hereto acknowledge that the Applicant may determine to abandon the Development Application. Upon written notice of abandonment by the Applicant, this Agreement shall terminate, and the City may terminate any other agreement between the parties, and shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement with the Applicant.

C. This Agreement may be terminated by the City Council in its sole discretion after one-year anniversary of the Effective Date if the City Council determines that there has been insufficient progress toward execution of a Redevelopment Agreement for a program of development of the Property desired by the City or any other reason articulated by the City Council in so terminating this Agreement.

D. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Applicant shall reimburse the City as set forth in **Section 3**. After termination of this Agreement, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid by or reimbursed to the City, shall be returned to the Applicant.

E. This Agreement may be terminated by mutual agreement of the City and the Applicant.

8. **Notice.** Unless changed in writing by either party, any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

To the Applicant:

City of Jefferson  
Attn: City Administrator  
320 E. McCarty Street  
Jefferson City, MO 65101

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. **City Requirements and Prior Approval.** The Applicant agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City’s zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Applicant’s property. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Applicant must comply and does not in any way constitute prior approval of any future proposal for development, including the Development Application. The parties understand that the City may not lawfully contract away its police powers and that approval of the Development Application and any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Agreement does not alter or diminish the City’s ability to exercise its legislative discretion to consider the Development Application in accordance with Chapter 353, Chapter 100, the TIF Act, the CID Act, the TDD Act, the PID law, and all applicable laws and any other applications with respect to development of Applicant’s property.

10. **Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the City and the Applicant.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

12. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the City and Applicant. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

13. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior oral agreements or written agreements, arrangements, and understandings related thereto.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

**CITY OF JEFFERSON, MISSOURI**

By: \_\_\_\_\_  
Ron Fitzwater, Mayor

ATTEST:

\_\_\_\_\_  
Emily Donaldson, City Clerk

Approve as to Form:

\_\_\_\_\_  
Ryan Moehlman, City Attorney

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF COLE        )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ron Fitzwater, the Mayor of the City of Jefferson, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is 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 person 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:

[SEAL]



\_\_\_\_\_, "APPLICANT"

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, a \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who is personally known to me to be the same person who executed the within instrument on behalf of \_\_\_\_\_, and such person duly acknowledged the execution of the same to be the act and deed of \_\_\_\_\_.

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:

[SEAL]

**APPENDIX D**

**FACET Architectural Design  
Jefferson City Conference Center  
Final Design Concept  
August 21, 2023  
Sheets 1-8**

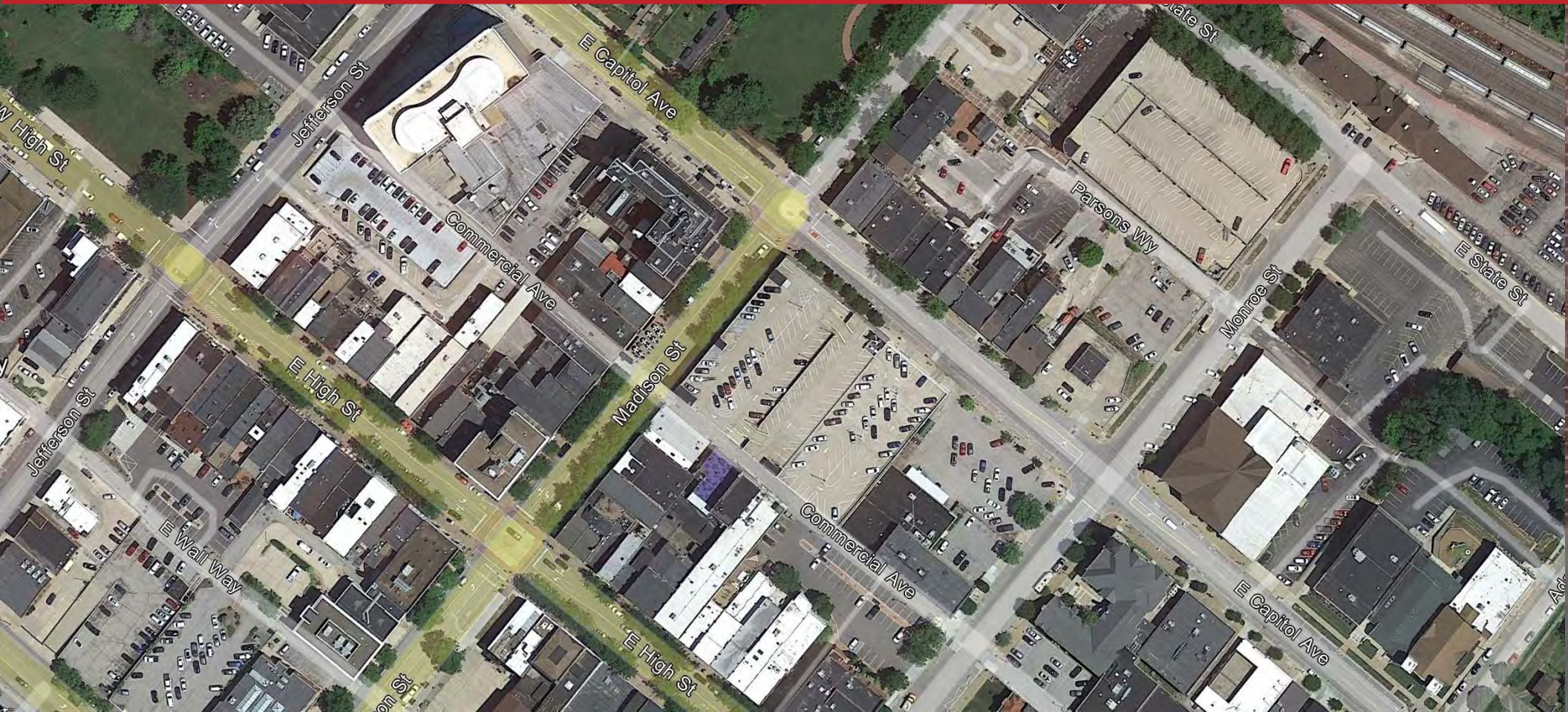


**FACET**  
ARCHITECTURAL DESIGN

**JEFFERSON CITY CONFERENCE CENTER  
FINAL DESIGN CONCEPT  
AUGUST 21, 2023**



**JEFFERSON CITY**  
Regional Economic Partnership



## INTRODUCTORY LETTER

Hello-

The FACET Architectural Design team would like to take this opportunity to thank the Jefferson City Convention & Visitors Bureau and the Jefferson City Regional Economic Partnership teams for giving us the opportunity to collaborate with you all on the design of your downtown conference center proposal. We have been and remain eager to apply our extensive experience and skills to this dynamic opportunity. FACET AD is committed to providing the Bureau with an exciting, fresh, high-quality, and responsive architectural design. Along with our entire umbrella of companies, you can be assured that the FACET AD team will provide a cohesive and coordinated project that the Bureau & the Partnership can be proud to share with the larger community.

The FACET AD design team has worked successfully in Missouri and the Jefferson City area with many members of the community on multiple projects, of varying types and scales, and we all look forward to continuing and developing those relationships over the course of the conference center concept proposal timeline. The project is professionally rewarding for our team, and we are grateful for and excited by the opportunity to enhance the architectural landscape of Jefferson City, and to improve the experiences of your community.

Your Design Team-



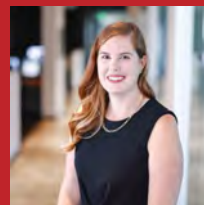
Mike Sundermeyer AIA  
Project Manager



Suzanne Hayes AIA  
Project Architect



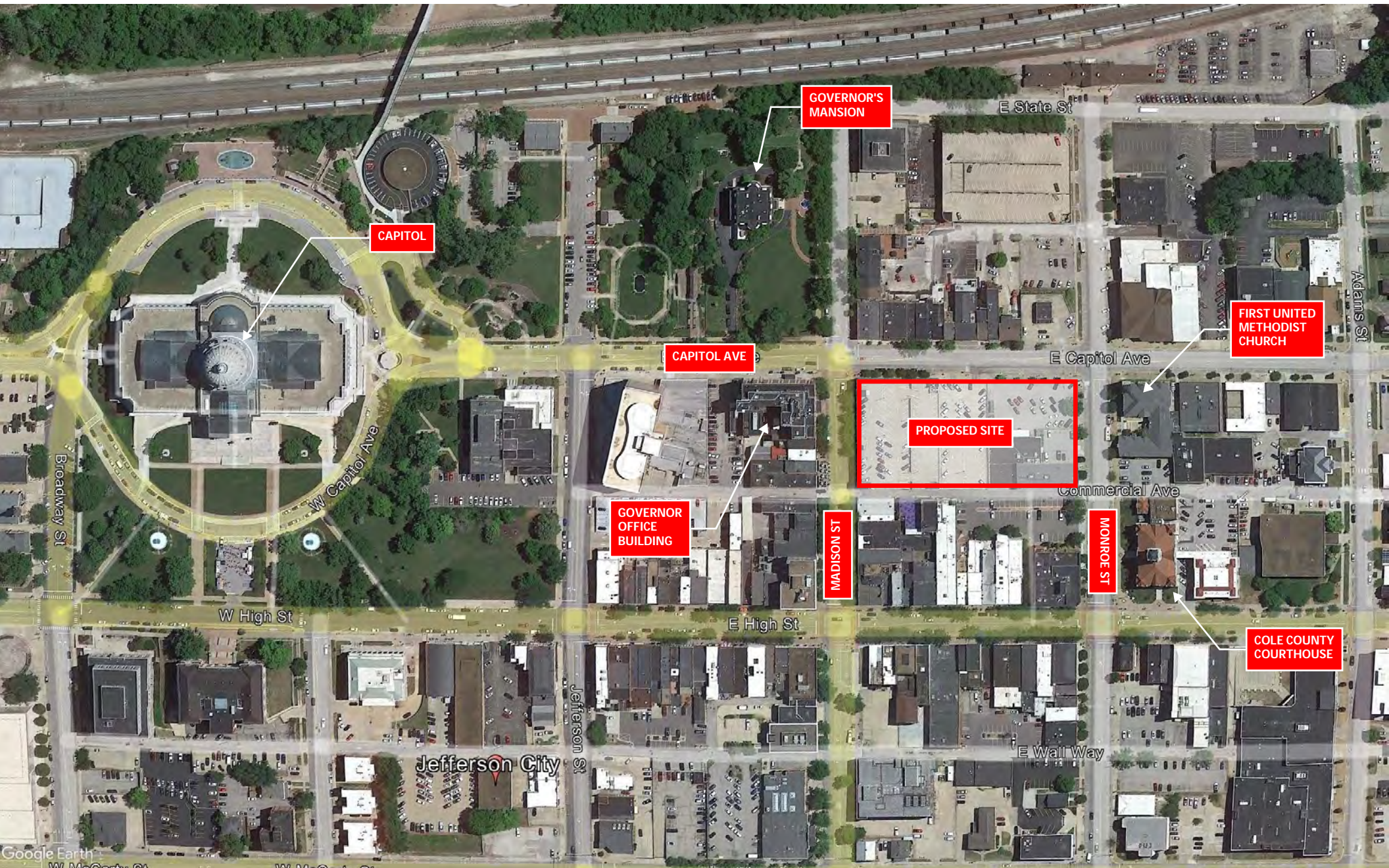
Carl P. Karlen AIA  
Design Principal



Kirsten Truesdell  
Architectural Designer

## 08/21/23 JEFFERSON CITY CONFERENCE CENTER

- CONCEPT FOR NEW 36K SF CONFERENCE & MEETING FACILITY, W/ CIRCULATION, PRE-FUNCTION, SUPPORT SPACES, & KITCHEN
- OTHER PROPOSED AMENITIES INCLUDE-
  - 150-200 ROOM HOTEL WITH GYM, FITNESS CENTER, RESTAURANT ACCESS, COURTYARD, POOL & ROOFTOP BAR
  - RETAIL STOREFRONTS ON CAPITOL AVE & MADISON ST
  - ~750 STRUCTURED PARKING SPACES
- PRIMARY CONFERENCE ACTIVITY ENTRANCE NEAR CORNER OF CAPITOL AVE & MADISON ST
  - VIEWS ORIENTED TOWARD CAPITOL BUILDING
- HOTEL ENTRANCE ON CAPITOL AVE
  - OPTION TO LOCATE HOTEL RESTAURANT/LOUNGE IN GRADE-LEVEL RETAIL ON CAPITOL AVE NEAR ENTRANCE
- PARKING ACCESS FOR ALL LEVELS FROM MONROE ST
  - RETAIL DELIVERY ACCESS THROUGH GARAGE
- LOADING ACCESS FOR CONVENTION ACTIVITIES AT COMMERCIAL AVE (ALLEY) LEVEL
  - OPTIONAL PARCEL ACROSS ALLEY CAN BE USED TO FACILITATE LOADING TRAFFIC
- MAX HEIGHT OF PROPOSED CONSTRUCTION ABOVE GRADE
  - 6 - 7 STORIES, ~80'
  - 2 PARKING LEVELS BELOW GRADE
- PROPOSED GLAZED CURTAIN WALL & MASONRY SCREEN WALLS FILTER NATURAL LIGHT AND PROVIDE CONTROLLED VIEWS FROM INTERIOR SPACES
  - OPTIONAL INTEGRATED ILLUMINATED INFO DISPLAY & ART SCREENS POSSIBLE



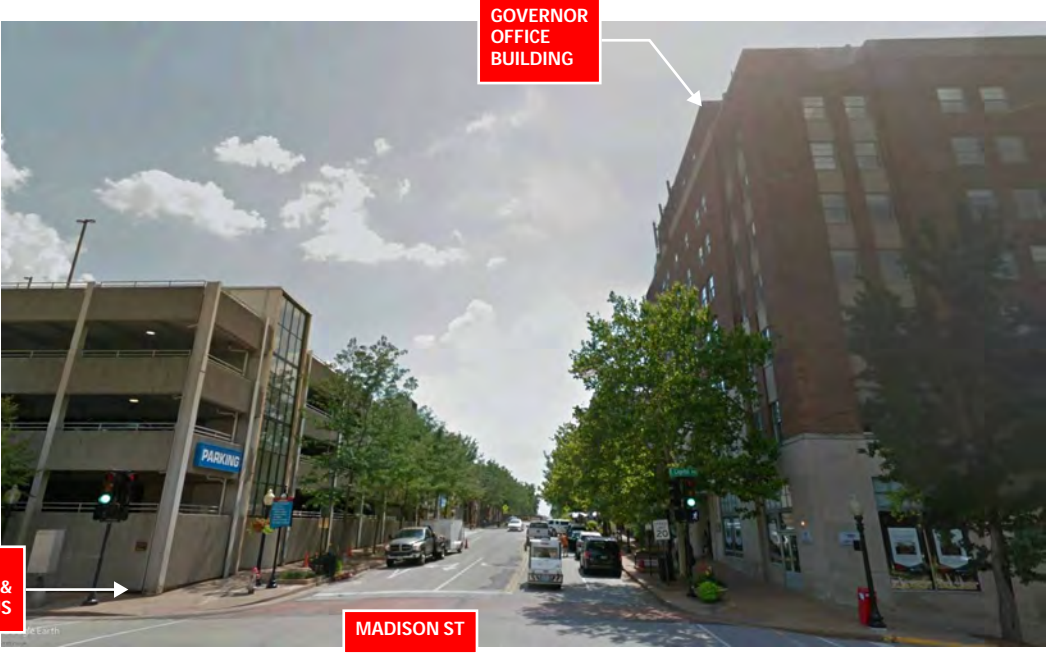
**PROPOSED SITE FOR NEW CONFERENCE CENTER - EXISTING CONDITIONS**





**PROPOSED SITE FOR NEW CONFERENCE CENTER - EXISTING CONDITIONS**





VIEWS FROM CORNER OF CAPITOL AVE & MADISON ST



VIEW FROM CORNER OF CAPITOL AVE & MONROE ST

# PROPOSED SITE FOR NEW CONFERENCE CENTER - EXISTING CONDITIONS



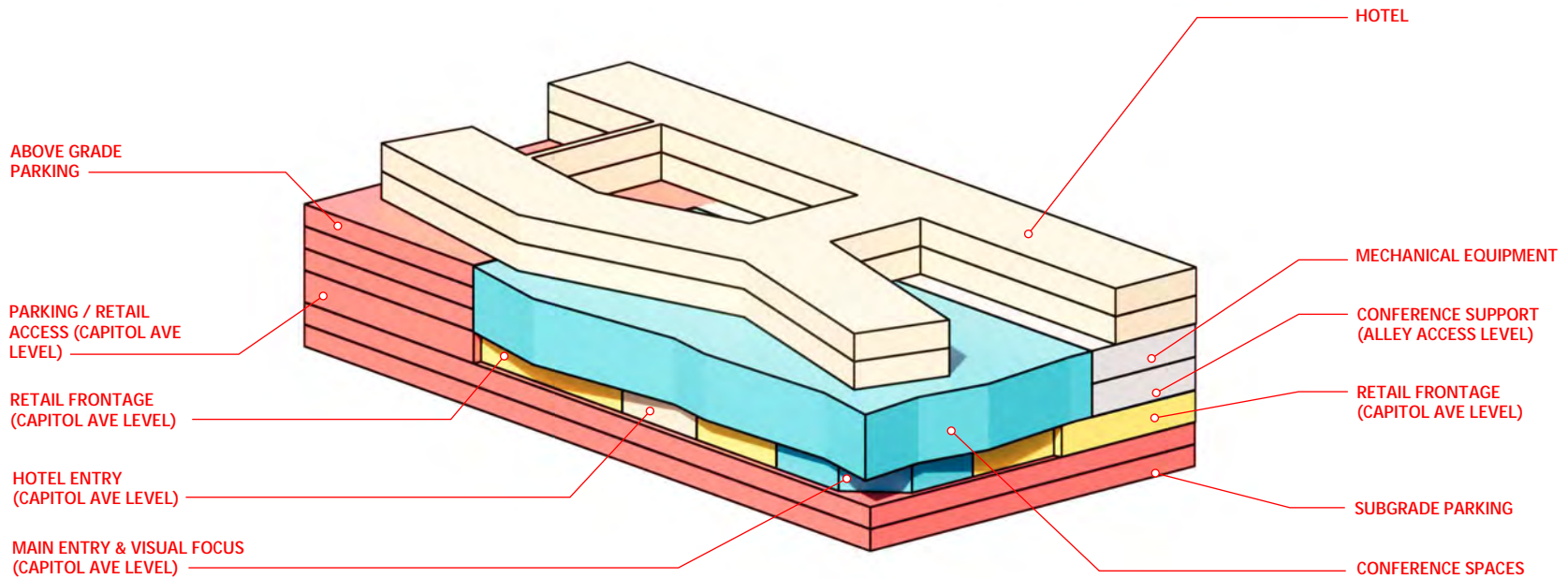
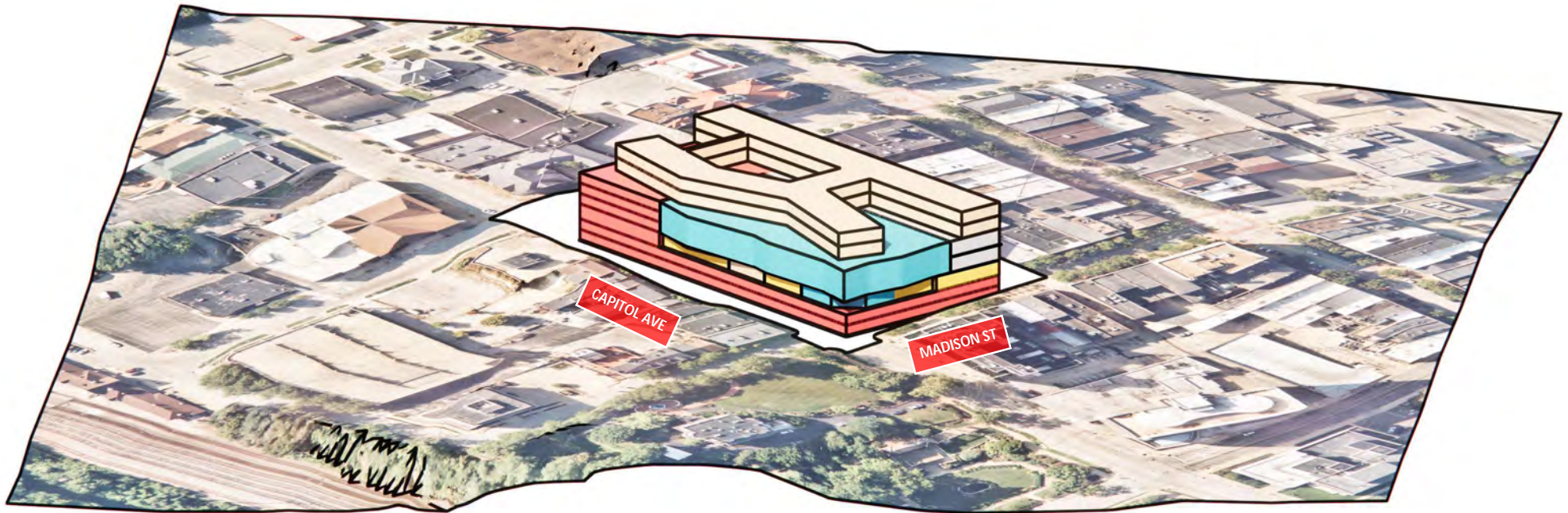


VIEWS OF COMMERCIAL AVE (ALLEY) ACCESS AT MADISON AND MONROE STREETS

### PROPOSED SITE FOR NEW CONFERENCE CENTER - EXISTING CONDITIONS







**BASIC PROGRAM STACKING DIAGRAMS - CONCEPT DESIGN**





CONCEPT VIEW FROM CORNER OF CAPITOL AVE & MADISON ST - WITH CURTAIN WALL GLAZING AT CONFERENCE AREAS



# NEW CONFERENCE CENTER RENDERING - CONCEPT DESIGN

