

RESOLUTION

RS2025-10

Sponsored by Councilmember Ahlers

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT AMENDMENT WITH GARFIELD PUBLIC/PRIVATE, LLC

WHEREAS, On March 18, 2024, the City Council authorized the City Clerk & Mayor to execute a Pre-Development Services Agreement with Garfield Public/Private, LLC; and

WHEREAS, this Amendment would allow Garfield Public Private to proceed with the production of Schematic Design Drawings for the Jefferson City Downtown Convention Center and Parking Garage Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JEFFERSON, MISSOURI, as follows:

SECTION 1. The Mayor and City Clerk are authorized to execute a contract amendment to the Pre-Development Agreement with Garfield Public/Private for the Jefferson City Downtown Convention Center and Parking Garage Project substantially in the form attached hereto as Exhibit A.

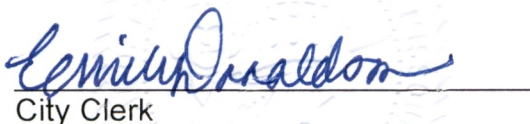
Adopted this 16th day of June, 2025



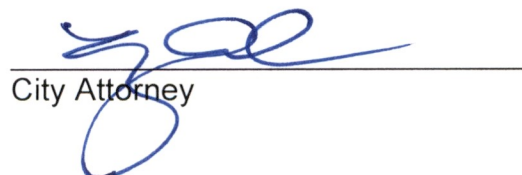
Mayor Ron Fitzwater

ATTEST:

APPROVED AS TO FORM:



City Clerk



City Attorney

Amendment #2
PROFESSIONAL SERVICES PRE-DEVELOPMENT AGREEMENT
CONVENTION CENTER, HEADQUARTERS HOTEL AND PARKING GARAGE
Jefferson City, Missouri

This Amendment #2 ("Amendment") to that certain Professional Services Pre-Development Agreement ("Agreement") executed as of March 18th, 2024, and amended by Amendment #1 dated as of March 1, 2025, by and between Jefferson City, Missouri ("City") and Garfield Public/Private LLC, a Texas limited liability company ("GPP"), each a "Party" and collectively the "Parties," is executed by and between the Parties as of June 17, 2025 ("Effective Date").

RECITALS:

WHEREAS, the City desires to proceed with the production of schematic design drawings for the project known as the Jefferson City Downtown Convention Center, Headquarters Hotel and Parking Garage (the "Project");

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement as amended, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Scope of Work.

GPP shall perform and cause the Design Build Team or other consultants, as applicable, to perform the services set forth in Schedule 1 attached hereto and made a part hereof. The term "Design Build Team" means collectively the construction manager, architect, interior designer, engineers, and other design consultants (as listed on Schedule 2).

Section 2. Fees and Costs.

(a) GPP will be paid a fee for its services under this Amendment as set forth in Schedule 2 attached hereto and made a part hereof. The Design Build Team and other consultants will be paid a fee for the services to be performed by it as set forth in Schedule 2. All fees will be paid monthly in accordance with the City's normal contract payment procedures.

(b) The City will have the right to access and copy any documents supporting the services provided by GPP, the architect, and any third-party consultants pursuant to this Agreement. GPP will retain for review by the City, for a period of twenty-four (24) months following the termination of the Agreement, the financial records and reports regarding the work performed by GPP and third-party consultants under the Agreement. All the aforesaid costs and fees will be included in the final budget for the Project, subject to approval by the City.

(c) In addition to the fee billings described in Section 2(a) above, GPP will invoice City monthly at cost for all reimbursable expenses GPP incurs in connection with its services, including third-party reproduction, data purchase, delivery services, and travel (if any) outside of the DFW Metroplex ("Expenses"), such Expenses to be supported by appropriate documentation. Travel expenses, if any, will be subject to advance written approval of the City on a case by case basis. Expenses for the schematic design phase under this Amendment shall not exceed the amount stated as Developer Reimbursable Expenses on Schedule 2.

Section 3. Term; Termination.

The Parties hereby agree that this Amendment extends the Term of the Agreement through September 30, 2025.

Section 4. Other Terms and Provisions.

(a) This Amendment modifies the Agreement as stated above in Sections 1, 2, and 3 with respect to the Term (i.e. date of expiration), fees and costs, and scope. All other terms, provisions and conditions of the Agreement remain in full force and effect.

(b) Counterparts. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will constitute one and the same instrument. Such executed counterparts may be delivered by facsimile which, upon transmission to the other Parties, will have the same force and effect as delivery of the original signed counterpart.

(c) Entire Agreement. This Amendment, together with the Agreement, as amended, sets forth the entire understanding of the Parties with respect to the subject matter hereof.

[Signature Pages Begin on the Following Page]


Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment #2 as of the Effective Date.

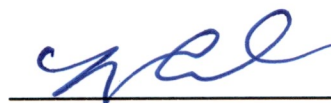
JEFFERSON CITY

By: 
Title: Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Signature Page (Continued)

PROFESSIONAL SERVICES PROVIDER
GARFIELD PUBLIC/PRIVATE LLC,
a Texas limited liability company

By: _____

Name: Stephen L. Galbreath

Title: Chief Development Officer

Schedule 1

Jefferson City Hotel & Convention Center

Project Scope of Services | Development Manager & Design Build Team

May 29, 2025

Schematic Design Phase (SD) – 3 months (June 16, 2025 – September 15, 2025)

The following is a general description of the types of, but not limited to, services to be performed by the Development Manager and the Design Build Team during this phase.

Development Manager | Garfield Public/Private LLC (GPP)

- Engage the Design Consultants under GPP for the limited services of the Schematic Design phase to keep the project moving forward. GPP to arrange for the Contractor to be included in all Design Consultant correspondence and decisions related to constructability & budget.
- Coordinate all team meetings, presentations, project reviews and approval to facilitate the design process and keep the work on-schedule and within budget. Team meetings to occur once per week at a minimum. Most meetings will be virtual, but GPP anticipates having (1) in-person meeting per month during the SD Phase, requiring only a select group of Team members to participate in-person (Architect, Interiors, Contractor, JC Rep, etc), to begin building the team rapport.
- Distribute the site survey and Geotech Report to the Design Build Team, upon their completion, for the review/incorporation of any new project information into the design and project requirements.
- Provide feedback to the Design Consultants to guide their efforts towards a layout, approved by the City and to be approved by the Brand, that allows the team to move beyond the SD Phase. Critical to this effort is locking in the building footprints of the Hotel, Conference Center & garage to allow the City maximum flexibility in choosing how the project moves forward beyond the SD Phase.
- Engage the Design Build Team in a discussion about Value Engineering (VE) opportunities which can be incorporated into the Schematic Design documents as design alternatives to be priced by the Contractor.
- Engage the Contractor to update their construction estimate upon the completion of the Schematic Design documents, including the VE opportunities defined above.
- Review any project cost increases resulting from the Schematic Design pricing update, if any, and plan for budget mitigation efforts, as needed.
- Solicit/present brand/operator proposals to the City and assist in selecting the best brand/operator for the project, as well as, negotiate the initial agreement/Letter of Intent (LOI) and Technical Services Agreement (TSA) to provide design support to the Design Consultants.
- Solicit proposals and select a Procurement Agent(s) for the purchasing of Furniture, Fixtures & Equipment (FF&E), Operating Supplies & Equipment (OS&E) and Information Technology (IT) goods for the project, with SD efforts focused on the procurement of these goods for the Model Room build.
- Support the City and their finance team in reviewing the project financials to find alternate options in which to close the 'gap', if the funding from the State were to become unavailable.
- GPP legal team to continue working with the City and their attorneys to review/ready project agreements for execution including, but not limited to, the Master Development Agreement

Schedule 1

(MDA), Design-Build Agreement (DBA), Qualified Management Agreement (QMA), Technical Services Agreement (TSA), etc.

Design Build Team | Contractor & Design Consultants (Under GPP Supervision)

- Design Consultants will meet Owner and brand/operator to confirm the project scope, project budget, and requirements.
- Architect, and other select primary consultants, will visit the site and become generally familiar with the location, context and zoning requirements. Architect will meet with Jefferson City Planning and Protective Services or other Authority Having Jurisdiction (AHJ) and in conjunction with the Owner, understand the project submission requirements.
- Architect will review the project program and preliminary drawings as prepared by others, and establish design objectives, concepts and general design requirements.
- Design Consultants will review Owner and Operator standard requirements.
- Civil Engineer to establish the accurate location of the building footprint, provided by the Architect, on the site based upon the field survey information provided by the Owner's surveyor.
- Architect will consider environmentally responsible design options, including material selection, building orientation among other considerations. Design Consultants will consider the value of alternate materials, building systems and equipment with considerations for program and aesthetics in developing a design that meets Client's program, schedule and budget.
- Architect will coordinate the requirements for structure and building systems with the Structural Engineer and Mechanical, Electrical, Plumbing, and Fire Protection (MEPF) Engineer and Low Voltage consultants. This will include space requirement sketches and initial life cycle studies, that may be required for system(s) selection, from the MEPF Engineer.
- Architect will coordinate the requirements for parking and parking systems with the Parking Consultant to meet the Owner, Operator, and City standards.
- Design Consultants will participate in Owner led weekly design review meetings, held virtually or in-person. One (1) in-person meeting, to be attended by select consultants, anticipated during this phase.
- Architect will lead regular design review calls or web shares with the Design Team to coordinate the scope of the other consultants, as needed.
- Architect will perform a review of the local Building / Zoning Code and ADA requirements. Architect will meet with local building officials as required, to review site design conformance with zoning and planning requirements.
- Interior Designer to develop/present desired ambiance, image, theme, mood and, provide a narrative package as part of Schematic Design depicting inspirational elements.
- Interior Designer to confirm the Owner's budget for furniture, fixtures, and equipment (FF&E) to establish the base level of design to meet the project vision.
- Interior Designer to establish interior design imagery, color, and material selections for FF&E.
- Interior Designer to prepare/conduct a Schematic Design presentation to the Owner, Operator, and City which may include, but not be limited to, loose and/or on board, interior color and material samples, loose furniture, fixtures and decorative specialties catalogue cuts, and freehand sketches of elevations and furniture layouts.
- Structural Engineer to develop multiple framing schemes, and system descriptions, for evaluation by the Owner.
- Design Consultants will prepare and present Schematic Design for Owner and Operator to include, but not be limited to, the following:

Schedule 1

- Site Plan.
- Preliminary floor plans with proposed space planning for hotel/conference center.
- Preliminary floor plans for all garage parking levels showing, drive aisles, parking stalls, circulation patterns, entry/exit points and interface with the hotel/conference center.
- Preliminary structural layout identifying typical member dimensions, including material quantity notes & general notes defining construction parameters, for cost estimating.
- Exterior Elevations.
- Code analysis outlining requirements for occupancy, construction, egress and accessibility.
- Narrative specifications which shall define building materials and finishes.
- Preliminary Reflected Ceiling Plans.
- Preliminary Roof Plan.
- Preliminary Building Sections.
- MEPF one-line & riser diagrams.
- Preliminary 3-dimensional views to understand the massing and scale of the building.
- Narrative specifications which shall define building materials and finishes.
- Drawings and exhibits required for the entitlement process.
- Architect will provide Owner and Brand with a digital copy of the Schematic Design documents.
- Architect will submit the Schematic Design package to the Owner and Operator per their standards for acceptance and approval. Formal response to Operator comments will be provided.

Schedule 2

Jefferson City Hotel C.C.

Project Budget (By Phase)

May 29, 2025

Notes: 1. Costs do not include costs from original or restated PSA. 2. Costs currently include potential escalation from March to June start.

Schematic Design

GPP Developer Fees*

Development Fee - Base Portion	\$551,508.29
Development Fee - Completion Portion (Payable at Substantial Completion)	\$0.00
Developer Reimbursable Expenses**	\$7,200.00
Developer Construction Manager Fee	\$0.00
Developer FF&E Service Fee	\$0.00
Developer OS&E Service Fee	\$0.00
Developer IT Service Fee	\$0.00
Developer Legal Services**	\$92,133.43
Developer Insurance Costs	\$0.00

**Billed based on actual cost.

GPP Developer Fee Total per phase

\$650,841.72

Hard Costs

Construction

McCOWNGORDON Pre-Construction	\$0.00
McCOWNGORDON Existing Garage Demolition	\$0.00
McCOWNGORDON Hotel Design Assist Partners	\$0.00
McCOWNGORDON Hotel Construction	\$0.00

Owner Furniture | Fixtures | Supplies | Equipment

FF&E (Procurement, Product, Install, etc)	\$10,133.33
OS&E (Procurement, Product, Install, etc)	\$7,093.33
IT (Procurement, Product, Install, etc)	\$0.00

Soft Costs

Due Diligence

City Fees (Permit, Tap, etc)	\$0.00
Survey, Geotech, Environmental Study, Market Study Updates	\$0.00

Design Consultants - McCownGordon

Primary Consultants (Architects, Interiors, Struct, MEP, Civil)	\$612,088.50
Secondary Consultants (Food Service, Low Volt, Acoust, etc)	\$279,167.42

3rd Party Consultants

3rd Party Building Material Testing & Inspection	\$0.00
3rd Party Building Commissioning	\$0.00

Brand Total

Brand Technical Services	\$23,030.30
Brand Pre-Opening	\$0.00

Owner Project Contingency Total

Owner General Contingency	\$0.00
Owner DAS - ER Contingency	\$0.00
Owner Model Room Contingency	\$0.00

Hard + Soft Costs Total per phase

\$931,512.89

PROJECT COSTS TOTAL per phase

\$1,582,354.61