

Public Notice posted in accordance
RSMO. 610 as amended
By: Kimberly Barfield
City Clerk

Date/Time Posted: Friday, February 20, 2026 4:00 PM

**CITY OF PACIFIC
300 HOVEN, PACIFIC, MO 63069
BOARD OF ALDERMEN AGENDA
SPECIAL MEETING**

**Monday, February 23, 2026
5:45 PM**

This meeting is open to the public.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Participation
5. New Business
 - a. Resolution No. 2026-04 A Resolution approving a Preliminary Funding Agreement between the City and BLE Landholdings, LLC. providing for the deposit and use of funds to pay for city consultants in association with the application for rezoning and approval of a Planned Unit Development.
 - b. Approve quote from Dean Media for live streaming services of Special Planning & Zoning meeting on February 25, 2026.
6. Adjourn

The Board of Aldermen will consider and act upon the matters listed above and such others as may be presented at the Meeting and determined to be appropriate for discussion at that time. The City of Pacific is working to comply with the Americans with Disabilities Act mandates. Individuals who require an accommodation to attend a meeting should contact City Hall (271-0500) at least twenty-four hours in advance.

Resolution No. 2026-04

A RESOLUTION APPROVING A PRELIMINARY FUNDING AGREEMENT BETWEEN THE CITY AND BLE LANDHOLDINGS, LLC. PROVIDING FOR THE DEPOSIT AND USE OF FUNDS TO PAY FOR CITY CONSULTANTS IN ASSOCIATION WITH THE APPLICATION FOR REZONING AND APPROVAL OF A PLANNED UNIT DEVELOPMENT

Whereas, BLE Landholdings, LLC. has submitted an application for a proposed project which is complex; and

Whereas, the Board hereby determines that additional consultants are necessary to properly evaluate the project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

SECTION 1. The Board hereby approves the Preliminary Funding Agreement attached hereto as Exhibit A and incorporated herein.

SECTION 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City of Pacific per Section 432.070 RSMo.

SECTION 3. This Resolution shall be in full force and effect from and after the date of its passage.

Heather Filley, Mayor

ATTEST:

City Clerk

PRELIMINARY FUNDING AGREEMENT

This PRELIMINARY FUNDING AGREEMENT (this “Agreement”) is entered into this ___ day of _____, 2025, (the “Effective Date”) between the CITY OF PACIFIC, MISSOURI (the “City”), and BLE Landholdings, LLC. (the “Company”).

RECITALS

WHEREAS, the City of Pacific is a fourth class city with governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the Company is a _____ and is authorized to conduct business in the State of Missouri; and

WHEREAS, the Company has requested that the City consider applications for rezoning with associated Planned Unit Development Plans in association with the Company’s (or related entity’s) acquisition, construction and installation of a data center project on property proposed for annexation by the City (the “Project”); and

WHEREAS, in order for the City to fully consider and evaluate the proposed Project, the City requires the Company to deposit funds with the City to be used by the City to pay expenses necessary to perform a full evaluation of the proposed Project 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. City and Company Responsibilities.

A. The City shall engage consultants, as City deems necessary in its sole discretion, to assist the City in evaluating proposed Project.

B. The Company shall provide to the City and its consultants, upon request, a copy of surveys, planning documents, economic projections, engineering work, environmental studies and other information obtained or to be obtained by the Company containing information that the City will reasonably need or would otherwise be required for the consideration of the Project.

2. Initial Deposit.

Upon execution of this Agreement, Company shall make a cash deposit with City in the amount of \$20,000.00 (the “Deposit”). The City shall disburse the Deposit as set forth in Section 4 and shall notify the Company when necessary to re-establish the Deposit in accordance with Section 3 hereof, from which additional disbursements may be made as needed.

3. Additional Funding.

A. When it appears to the City that 75% of the Deposit has been drawn or will be disbursed, the City shall submit to the Company a statement invoicing for an Additional Deposit of \$20,000 accompanied by an itemized accounting of all actual out-of pocket expenses incurred at that point (except expenses reported on previous accounting statements). In addition, Company may request an accounting of the expenditure of the funds on a regular periodic basis, but no more often than monthly. The Company shall pay the City the amount set forth on such invoice statements (the “Additional Funds”) within 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 5.

B. The City and the Company agree that the Company shall reimburse the City for its actual out-of-pocket expenses necessary to perform the City's obligations hereunder, using special legal counsel and additional consultants which the City, in its sole discretion, deems necessary including but not limited to hydrologist, accoustical consultant, hydrogeologist, environment engineer, and others.

C. Both the City and the Company acknowledge that expenses incurred by the City may exceed the initial deposit of \$20,000.00.

D. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Company may, at any time, determine not to pay Additional Funds by providing the City with written notice that the Company will no longer pay any expenses in excess of the total expenses incurred on the date the City receives notice of the Company's decision not to proceed. The City may treat such election by the Company not to pay Additional Funds as the Company's election to terminate this Agreement and withdraw the Project from consideration. In the event that the Deposit is not sufficient to cover the costs incurred on the date the City receives notice, the Company shall submit funds to cover those excess costs.

4. Disbursement of Funds.

The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the 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 and in consideration of the Project as payment for such expenses as they become due. The City shall ensure that each disbursement and supporting documentation for such disbursement is properly recorded on the accounting statement for Company. .

5. Termination.

A. In the event the Company fails to perform any of its obligations herein, the City may terminate this Agreement, at its sole discretion, if the Company fails to cure the default within ten days after written notice to the Company of the default. 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.

B. The parties hereto acknowledge that the Company may decide to abandon the Project at any time. Upon written notice of abandonment by the Company, this Agreement shall terminate and the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement up to the date of termination.

C. 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 Company 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 as directed by, or reimbursed to, the City shall be returned to the Company within twenty (20) days of the termination date.

D. This Agreement may be terminated by mutual agreement of the City and the Company.

6. City Requirements and Prior Approval.

The Company agrees to comply with all applicable laws and City orders related to the development of the Project. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City orders or policies and does not in any way constitute prior approval of any future proposal for development. The parties understand that the City may not lawfully contract away its police powers and that approval of the Project and any permits related thereto cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the proposed Project in accordance with the Act and all applicable laws with respect to development of the Project.

Before a vote by the Board of Aldermen for approval or disapproval of any component of the Project, the Company shall deposit with the City, upon notice from the City, sufficient funds to pay all outstanding expenses incurred hereunder and such other funds as the City estimates are necessary for the completion of the consultants' services related to the Project.

7. Notice.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be in writing and deemed to have been given or made (a) three (3) business days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, (b) upon delivery if delivered by hand, (c) electronic transmission (e-mail), or (d) one (1) business day after presented to a recognized overnight courier service (such as Federal Express), fee prepaid, for next day delivery, and in each case addressed as follows:

To the City:

To the Company:

The City or the Company (each a "Party") may specify that notice be addressed to any other person or address by giving to the other Party ten days written notice of such change.

8. Miscellaneous.

A. Governing Law, Counterparts. This Agreement shall be governed by Missouri law and may be executed in counterparts.

B. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained in this Agreement.

C. No Waiver. Failure of any Party to this Agreement to enforce its rights pursuant to this Agreement shall not be deemed a waiver of any such rights.

D. Successors and Assigns. This Agreement may not be assigned by any Party without the prior written consent of all Parties. No assignment, unless specifically provided for in such consent, shall relieve the assigning Party of any liability pursuant to this Agreement. This Agreement shall be binding upon the Parties and their successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY

CITY OF PACIFIC, MISSOURI

By:
Title:

By:
Title:

Quote

1586



Dean Media Group LLC
636-744-4328
contact@sdeanmedia.com
251 Northwoods Dr. Pacific, MO 63069
www.sdeanmedia.com

Date: Feb 19, 2026

Payment Terms: Net 30

Balance Due: \$150.00

Bill To:

City of Pacific
twilson@pacificmo.gov
300 N hoven Dr. Pacific, MO 63069

Item	Hours	Rate	Amount
LIVE Streaming Services* - Youtube LIVE Steam + HD Quality Video + High Quality Audio	1	\$150.00	\$150.00

Subtotal: \$150.00

Tax (0%): \$0.00

Total: \$150.00

Notes:

- 1) All equipment provided by Dean Media Group.
- 2) City Staff to provide login information to city Youtube account, or must be present at event to log in on laptop.
- 3) Current date of event #1: 2/25/26 starting stream at 6pm - ?
- 4) Future dates not provided.

Terms:

*Quote only valid if hired for more than 1 event, charged at \$150 per hour. If only one event, full rate of \$225 per hour is charged.