**ADMINISTRATION AND HUMAN SERVICES**
**STANDING COMMITTEE MINUTES**
**Monday, September 27, 2021**

The meeting of the Administration and Human Services Standing Committee was held on Monday, September 27, 2021, at 5:31 p.m., remotely via Zoom or by phone. The following members were present: Commissioner Bynum, Chairman; Commissioners Philbrook, Kane, Ramirez, and McKiernan (substituting for Commissioner Markley). Commissioner Markley was absent. The following officials were also in attendance: Alan Howze, Melissa Sieben and Bridgette Cobbins, Assistant County Administrators; Misty Brown, Chief Counsel; Jeff Conway, Assistant Counsel; Alley Porter, Commission Liaison; Kathleen VonAchen, Chief Financial Officer; Renee Ramirez, Director of Human Resources; Katherine Carttar, Director of Economic Development; Carol Godsil, Deputy UG Clerk.

**Chairman Bynum** said before I call this meeting to order, I want to announce that due to COVID-19, some committee members, staff and our public are attending remotely by Zoom as well as some on site. All participants joining by phone should mute when you are not speaking to avoid background noise.

During the meeting, please make sure you announce yourself with name and title every time you speak so the public knows who is speaking. This is critical given the number of remote participants and it is current guidance from our Kansas Attorney General.

The public is allowed to participate by Zoom or submit comments by email and those comments are included in the record of the meeting. The public may also indicate their intent to provide remote public comment by contacting our Clerk Office by 5 p.m. the Thursday prior to the meeting. The public will also have an opportunity to provide brief comments, either by phone or Zoom from the lobby of the Municipal Office Building.

**Chairman Bynum** called the meeting to order.

Roll call was taken, and all members were present as shown above.

**Chairman Bynum** said, we do have one revision to tonight's agenda. Item No. 2 is added. It's an amendment to the Legends West Lawn Development Agreement. Staff is requesting this item be fast tracked to this Thursday's full commission meeting.

**Chairman Bynum** said, our first order of business is, there are minutes from our May 2021 meeting.

**Action:** **Commissioner Kane made a motion, seconded by Commissioner Philbrook, to approve minutes from May 24, 2021.** Roll call was taken and there were five "Ayes," Philbrook, Kane, Ramirez, McKiernan, Bynum.

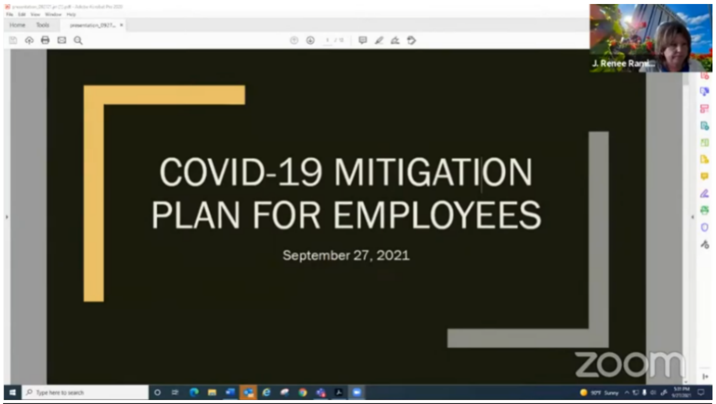
Committee Agenda:

**Item No. 1 – 211031…RESOLUTION: UNIFIED GOVERNMENT MITIGATION PLAN FOR STAFF RELATED TO COVID-19 AND ARPA ALLOCATION**

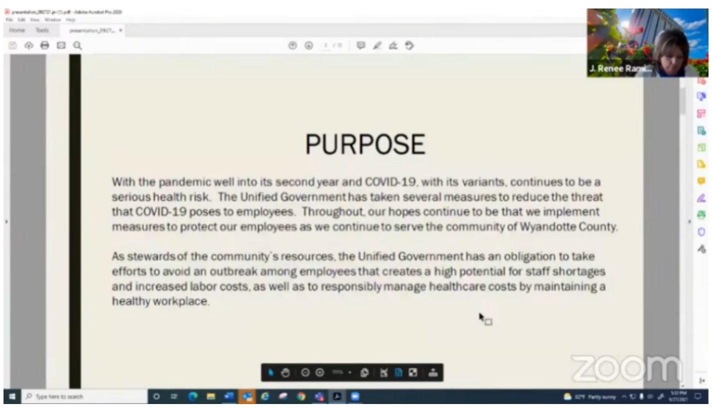
**Synopsis:** A resolution approving the Unified Government Mitigation Plan for staff related to COVID-19 and the allocation of American Rescue Plan Act (ARPA) funds, submitted by J. Renee Ramirez, Director of Human Resources.

**Chairman Bynum** said, staff has requested that this item also be fast tracked to this Thursday's full commission meeting.

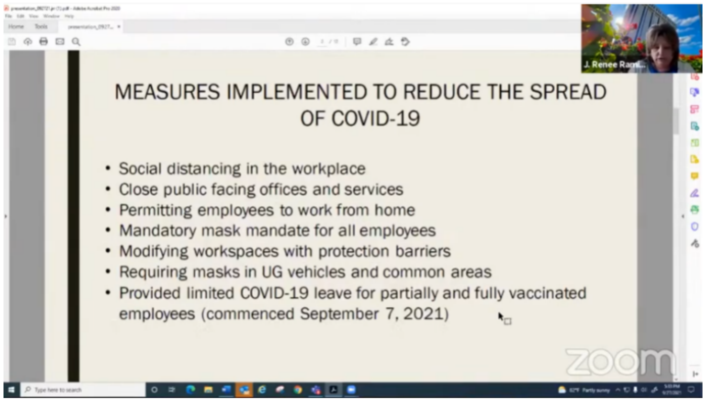
**Renee Ramirez, Director of Human Resources**, said, with me this evening, I have two members of the HR team. Shakeeva Christian, our HR Manager, and Dave Wimberly, our Risk Manager.



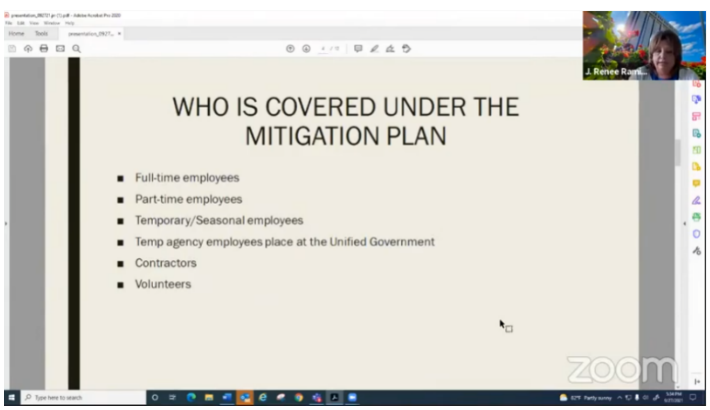

We are well into our second year of dealing with the COVID-19 with its variants continuing to be a serious health risk for our community and for our employees. We have taken several measures to reduce threat that poses to our employees. Some of those things I will outline here.




As stewards of the community's resources and the UG being an employer, we have an obligation to take efforts to avoid an outbreak amongst our employees. That creates a serious potential for staff shortages and increased labor costs, as well as to responsibly manage our healthcare costs which, as you know, is a self-insurance plan for our insurance premiums—and by maintaining a healthy workplace.

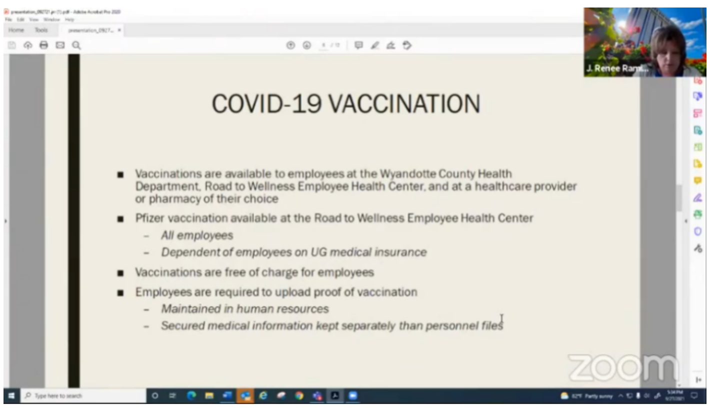



Some of the measures that we've actually taken and implemented in our workforce here is the social distancing in our workplace. We've had to close public-facing offices and services. We've had to permit employees to work from home. We've had mandatory mask mandates for all employees, modifying workspaces with protection barriers. We've required masks in UG vehicles and common areas. We've also provided limited COVID-19 leave for partially and fully vaccinated employees. That is one provision that was a carryover to the FFCRA, which was the federal mandate that we previously had in place in 2020 when COVID commenced. We did start this program again on September 7th of 2021.



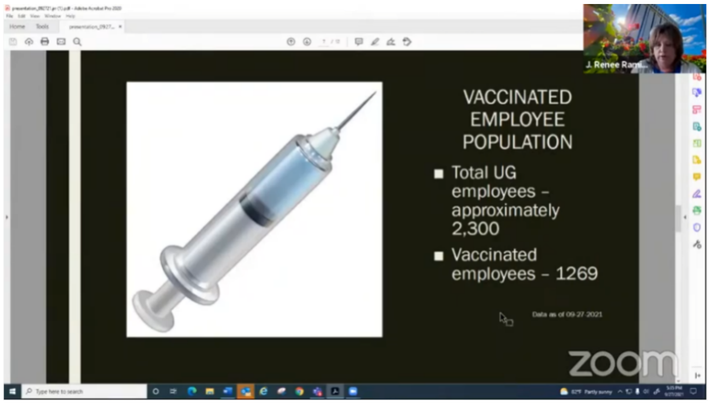

With the mitigation plan, we wanted to identify who was covered under this plan. This will be for full time employees, part time employees, temporary seasonal employees, temp employees that are placed at the Unified Government, any contractors, and any volunteers that we would have here working for us at the Unified Government.


Earlier this summer, the mask mandate was lifted for a short time, but because of the rising cases in our community, it was reintroduced to our workforce for employee safety on August the 6th of 2021.

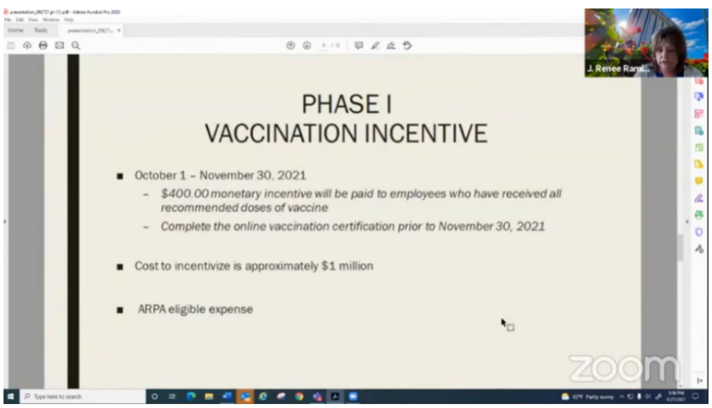



It currently is still in place for employees and for visitors. So, the mitigation plan has outlined COVID 19 vaccinations. Vaccinations are available to employees at the Employee Wellness Center. They are available at the Wyandotte County Health Department, and at any healthcare provider or pharmacy of our employees' choice.

Currently, the Road to Wellness Employee Health Center does have the Pfizer vaccination that is available to all employees, and it's also available to dependents of UG employees who are on our medical plan. Vaccinations are free of charge for employees, and employees are required to upload proof of their vaccination. The Human Resources Department is the department that is maintaining those vaccination certifications, and it is being held as secured medical information being kept separately from employee personnel files.

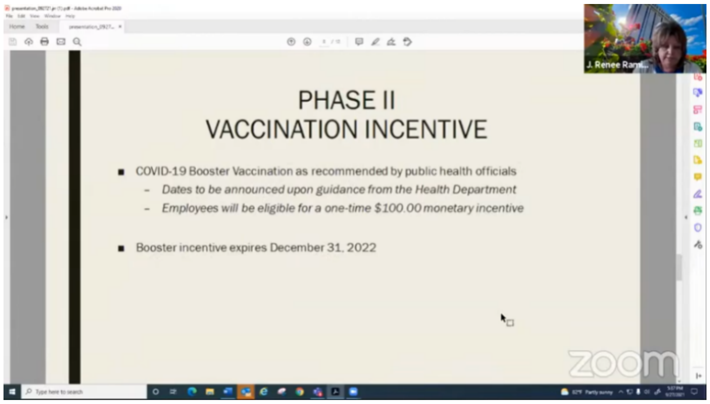



A little update on the number of employees that are currently vaccinated throughout the Unified Government. Out of 2,300 employees, we have approximately 1,269 employees who have currently updated their vaccination certifications for us.

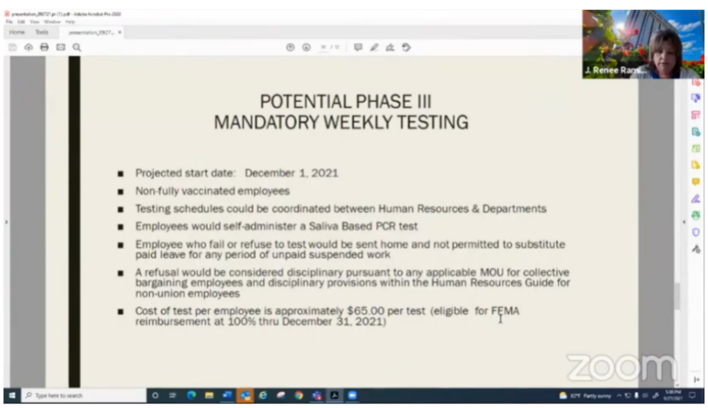



So, in the mitigation plan, we wanted to introduce this in a phased approach. So, Phase I of the mitigation plan is a vaccination incentive. So, October 1 through November 30 of 2021, we are wanting to provide a $400 monetary incentive to be paid to employees who have received all recommended doses of the vaccine. So, that would be the two doses of Pfizer, the two doses of Moderna, and the one dose of the Johnson & Johnson.

Again, employees would have to complete the online verification for vaccination prior to November 30, 2021, to be eligible for this $400 monetary incentive. The cost to incentivize for all employees—and I would be using the 2300 number that we have here at the Unified Government employed—is about $1M, and these funds are ARPA eligible expenses.

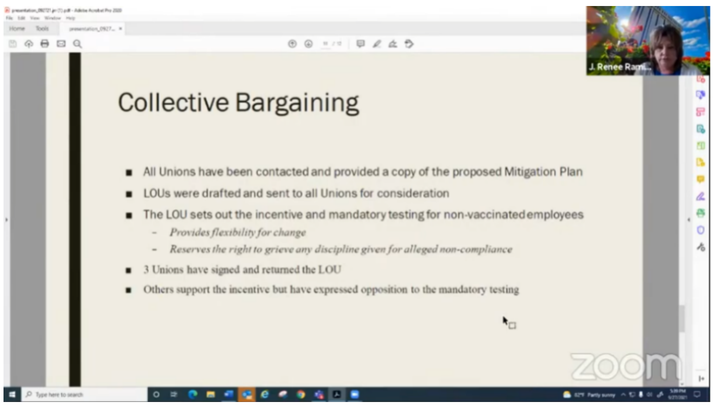



The next phase would be the vaccination incentive for the COVID-19 booster vaccinations as recommended by our public health officials.  There's still discussion on when we will be bringing that vaccination on board here, but the dates will be announced upon guidance from the Health Department and Julianne and her staff.  Employees would be eligible for a one-time $100 monetary incentive for the booster.  So, this would give our employees a total of $500 between the initial—the two doses—and then the $100 for the booster vaccination.  The booster incentive would expire December 31st of 2022.



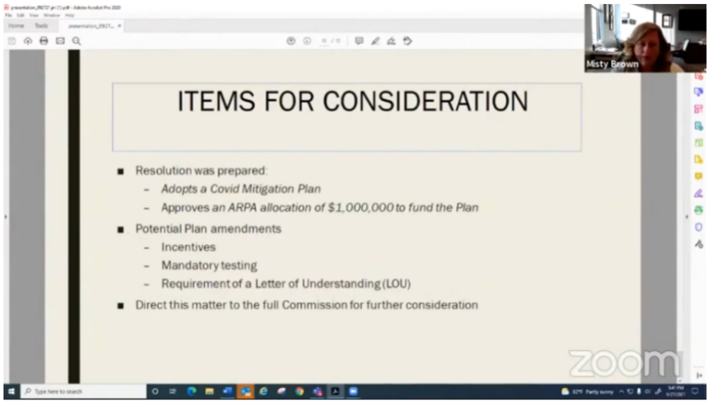

The next phase is the potential phase, which we're calling Phase III, which is mandatory weekly testing.  The projected date for this phase would start December 1 of 2021, which would be after the deadline, giving the employees an opportunity to get vaccinated between October 1st and November 30th of 2021.  The mandatory weekly testing would be for non-fully vaccinated employees and testing schedules could be coordinated between Human Resources and departments.  Employees would self-administer a saliva-based PCR test.  Employees who fail or refuse to test would be sent home and not permitted to substitute paid leave for any period of unpaid suspended work.

A refusal would be considered disciplinary, pursuant to any of our applicable memorandum of understandings for collective bargaining employees and disciplinary provisions within the Human Resources Guide for those employees who are non-union employees. The cost of testing, doing the saliva-based testing, for employees is approximately $65 per test, and these expenses are also eligible for FEMA reimbursement at 100% through December 31st of 2021. I'll turn it over to Misty Brown, Chief Legal Counsel.



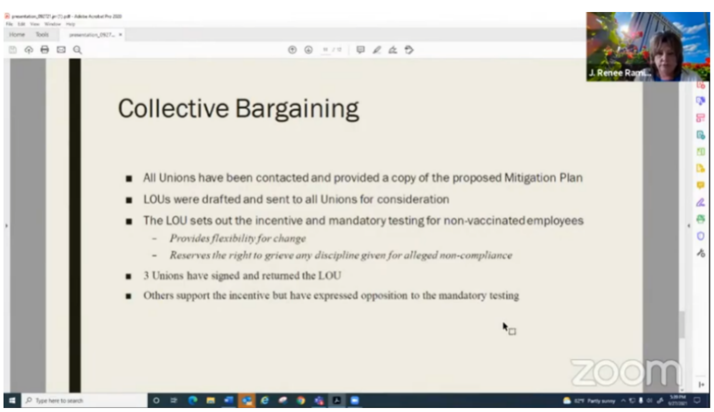

**Misty Brown, Chief Counsel**, said, this slide here is called our collective bargaining slide, so as staff has went through to work up a potential COVID mitigation plan, we have reached out to the unions and provided a copy of the proposed plan and sought some feedback from the unions. In addition, LOUs were drafted with all of the unions and sent over for consideration that set out the terms of the plan, and also the potential piece for the mandatory testing. The advantage of the LOU is that it provided some flexibility for change and that the testing frequency could change, or the type of testing could change. Right now, it's imagined that it would be, you know, a saliva test.

Then, it also specifically reserved the rights of all of the unions to grieve any discipline that may be issued for non-compliance. As of now, I believe three unions, three of our trade unions, have signed and returned the LOU to the Unified Government. Others have issued some support for the incentive, but they have expressed concern and are opposed to any type of mandatory testing. I believe another union was in accord with everything but didn't believe that an LOU was actually necessary in order to do this. So, that's where we are at with our union outreach, and I think this would take me to the next slide.




So, our items for consideration tonight, and there are—this is quite a bit to consider, actually, is that you have in front of you a resolution that would adopt a COVID mitigation plan and also approve an ARPA allocation of up to $1M to fund the incentive. This is all done with the understanding that there could be direction from the commission that will result in amendments to the plan, such as what does the commission wish to incentivize the vaccine, what are the thoughts on the mandatory testing.

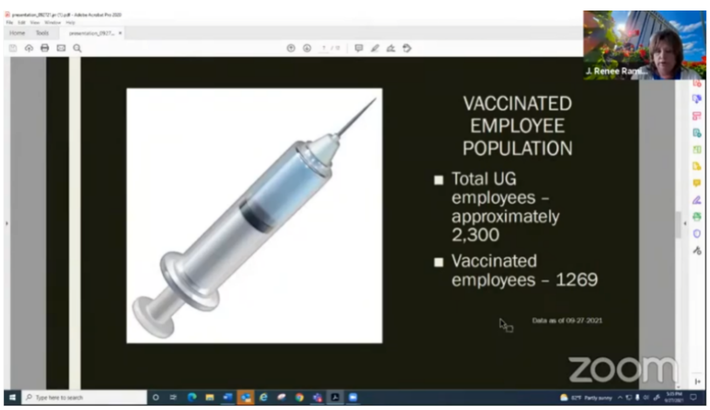
As we had this discussion with the unions whether or not one should require a letter of understanding and in that piece being meaningful, and that there's some thought that if a union does not sign and return an LOU, that members of that bargaining unit would not be entitled to the incentive even if they were vaccinated. So, these are all items that the commission needs to consider. With that in mind, this is an action item, but a potential action that could occur tonight would be a direction that this matter be sent to full commission for further consideration. So, that concludes our presentation.




**Commissioner Kane** asked, could you go back a slide, please? One, I think given the money is good, but the mandatory testing and the fact that we need to negotiate this with the unions, not dictate it to them. I think that we should have went to the bargaining table and say here we are, this is what we got, how can you help us or how can you not help us because I just don't think it's right to shove something down somebody's throat. If our unions were outside where they could go on strike, they would. I went on a 17 day strike at General Motors over some stuff that management was pulling and didn't need to be done; and remember, General Motors just went on some 70-some-odd day strike for some stuff that shouldn't have been done.

I don't think we should just dictate to our unions that they ought to have to do this. I think we should have sat down with them in the first place and say we're going to come up with a plan and why don't you help us come up with a plan, instead of saying all right, we have a plan whether you like it or not. I can guarantee you the Fire Department has not followed the guidelines as far as when somebody got sick where they had to use their own sick leave and stuff like that, so this just adds fuel to the fire, and I don't like it.

**Commissioner Ramirez** said, to just echo the words of what Commissioner Kane was just saying. I have a couple of questions. The $1M allocation that we're making from ARPA, if we're basing it off—can you go back to that slide where it talks about the employee count?




So, we have an approximate amount of 2,300 employees and we're basing the ARPA allocation off that approximation. Shouldn't we have an exact amount? What are the plans—let's say not all 2,300 employees get the incentive. Where does the remainder of the ARPA funds go?

**Ms. Brown** said, I think that's a good question, Commissioner. When we did the $1M allocation, this was considered being optimistic knowing not everybody would take us up on the opportunity to get the incentive with the vaccine. So, any funds that weren't expended for this would then come back to the Unified Government Commission to allocate in another way.

**Commissioner Ramirez** said, that needs to happen, but I also think it needs to be said in the resolution, explicitly saying all remaining funds that have not been used should revert back to whatever fund that the ARPA funds currently are held in.

**Ms. Brown** said, that's a good point, Commissioner. Thank you.

**Commissioner Ramirez** said, that was the one thing I have—that I had an issue about with the $1M allocation, is ensuring that what's left over goes back to where it originally came from.

With the LOU, why weren't we given a copy of that LOU as part of our packet? If that was given to our unions to sign, why haven't we been able to review that?

**Ms. Brown** said, well, Commissioner, we started working on these last week and put together a draft to circulate. It was sent to the unions with the understanding that commission approval would be required before any action could be taken on it. So, at this time, I would say they were more in draft form and then they were simply stating yes, we're going to do the incentive and the piece of the testing. So, if it's something that the commission wishes to proceed with, then the LOUs will come in front of the commission.

**Commissioner Ramirez** said, okay. No, I do think it would be a good idea for us to have a copy of that when we meet as a commission because I do agree that this needs to go to the full commission for a more in-depth conversation, but for us to have that conversation, I think we need to have a copy of that LOU so that we know what our unions are looking at. So, those are the only two things that I had questions or comments on. I support that this go to the full commission for a more in-depth conversation.

**Commissioner Philbrook** said, so, just to carry on a little bit with the other several conversations that we've had so far. I know that you sent out drafts to the bargaining units, and so all of them were the same. If they come back to us with other suggestions, are they modified, or does everybody have to sign the same thing? Do you understand what I'm saying, Misty?

**Ms. Brown** said, I do, Commissioner. So, everybody got a personalized draft, you know, with their union's information on it. Some of them were signed off on as is. Others have proposed drafts. Others have expressed displeasure with the testing. So, I've only seen the three from the trade unions that came back and were signed, and then there's been emails back and forth about what pieces different unions liked or did not like.

**Commissioner Philbrook** asked, so, with that negotiation process, does that mean that there's a possibility that the different unions will have different agreements?

**Ms. Brown** said, I would not recommend that. **Commissioner Philbrook** said, I know, but I'm just asking. There could be a possibility.

**Ms. Brown** said, there is always that possibility, yes.

**Commissioner Philbrook** said, so, having said that, what happens if—I agree we need to move this forward for the full commission to have conversation about. What happens if during our conversation, we decide that the bargaining units need to have more time to consider and we don't move this on through on Thursday? What happens? I mean, what is going to happen if we don't move it through?

**Ms. Brown** said, well, I think it would also depend on the direction of the commission. If they're interested in doing this. The entire project plan could be scrapped if that is the desire. If there was a desire to take more time with it, then timelines could be adjusted depending on what portions or all of the plan the commission were interested in entertaining.

**Commissioner Philbrook** said, well, I just wanted to make sure there wasn't a drop-dead date that would say oh well, we can't get our hands on the million to put into this project, you know, or things like that. That's why I'm asking, Misty.

**Alan Howze, Assistant County Administrator**, said, the part of the goal here is protecting the—for safety and health of the workforce and the public, so trying to use the incentive to encourage vaccinations and to get our numbers up. We have, as you can see on the slide here, just under 1,300 employees who have reported that they are vaccinated. We anticipate that there is some number above that that just hasn't submitted their paperwork yet, but certainly below that 2,300. So, the more folks that we can get vaccinated, the safer they will be, the safer their families will be, the safer the public will be. It will also reduce our liability, or potential exposure on our health plan, since, as a self-insured employer, that any costs for COVID-related health treatments are borne by the entire workforce, right? So, there's a number of reasons to want to get as many folks in the workforce vaccinated as possible.

So, that's sort of part of it. I guess the other part in the testing, and this is part of why we wanted to bring it to Standing Committee and the commission for discussion, is how does testing fit into that? There's clearly more sort of angst around testing for certain portions of the employee population. I'll note that Johnson County to the south has now, for the month of September, been doing testing for non-vaccinated employees on a weekly basis and without incident. Jackson County is moving to that at the end of this month. You've heard from the federal government that they're also kind of moving in this sort of two-pronged direction where you're vaccinated, or you get tested on a weekly basis. We don't reside under that OSHA sort of guidance. We're outside of that, so there's options that are available to us as an organization and to you all as commissioners in terms of which direction you want to go. So, we wanted to kind of get your sense of that as we go through this, but also keeping in mind that really top of mind on this is how do we protect the health and safety of the workforce and the employees, and then the public that they're serving.

**Commissioner Philbrook** said, so, Alan, with that in mind—and this might be an answer from Misty because this gets into legalities—is it possible to put through the memorandum without the ones that have not—the bargaining units that have not signed off to do this? Is it possible to put through what we can and negotiate with the bargaining units?

**Mr. Howze** said, and I'll let Misty answer in just a second, but I mean there's also, I think, on legal ground where we approach this in terms of dealing with bargaining units in a cooperative manner. We wanted their cooperation because this is a workforce safety issue, and so from a purely legal perspective, there's not a requirement necessarily to go down the LOU route. So, there is a legal sort of standing as an employer to simply go forward with this, but didn't want to do that, kind of approaching this in the spirit of cooperation to engage with our bargaining units to get their input on this.

**Commissioner Philbrook** said, so, I want an answer from her, and then I'm going to answer your comment, Alan.

**Ms. Brown** said, so, Alan is correct. We did talk about whether or not this is a mandatory condition of bargaining, and I think one union said that this isn't necessarily needing to be in an LOU. So, back to your question, could you pass, you know, adopt LOUs with some of the unions and come back with the rest. Yes, you could do that. You could vote to have incentives without mandatory testing. There's a variety of options that the commission could choose to take.

**Commissioner Philbrook** said, okay. So, then, Alan, comment back to you. With what you said about us wanting to be in the spirit of cooperation, my comment to that is then if we're going to be cooperating with the unions, then we don't need to just be in the spirit. We just need to do it, which means then there may be a delay; I don't know. There may be a delay in how the unions come back to this, but I mean, I would like to see folks vaccinated and I'd like to see them get the carrot instead of the stick. I would like to see us being a lot safer because for myself, I know I don't want it and I've had to see too many patients who have lost loved ones because of some of these issues. So, I just wanted to make a comment to that. So, that's the direction I'm going in.

**Commissioner Kane** said, this isn't an issue just here at the Unified Government, this is an issue across the United States. For 21 years, I was on a joint program at General Motors and I didn't make any decision without my management counterpart. I think that we need to slow down a little bit, sit down with the bargaining unit, and I do want—let me just back up a second. I want everyone to get the shots. All of them, but I think when we sit down at the table and say all right guys or gals, here's what we'd like to do. Not, you're going to do this whether you like it or not and you're not going to get paid, and this is going to happen, you're going to get disciplined and everything else because I'm telling you, the Tuesday after we talked about this, a gentleman walked in and quit. We're already losing people leaving to go to different areas in Johnson County and then across now in Missouri because they don't like what they're being dictated to. So, it's frustrating for me working where I worked. I can be difficult at times, but I sat down with management every single day and worked out whatever issue we needed to work out. They never rammed it down our throat except when we went on strike. So, there was reaction that our employees can't do, and some of them wish they could. So, I think until we sit down with them, that this is useless.

**Commissioner Ramirez** said, I see that there's two separate issues here. I'm not going to speak for the whole committee, but I'm sure that all of us support the incentive package that we're trying to provide to our employees, but it seems that the collective bargaining with the unions is what's being contentious, and I think there needs to be two completely separate plans. I understand that we're doing this for workplace safety and we're trying to do what we can to ensure that we don't have an outbreak and we ensure the health and safety of our community and our employees, especially, but our unions have rights as an organized union. To go about the regular and the proper channels of bargaining for this rather than, as Commissioner Kane said, instead of shoving it to them, we need to do what's in their MOUs. So, that's why I think we need to separate these two plans into two parts so that the incentive doesn't get jeopardized by the other, and vice versa. That is my suggestion that I have.

**Commissioner McKiernan** said, I will say that in broad strokes, I agree with everything that's been said so far. First of all, I completely support moving this forward to the full commission for further discussion and potential resolution. I do support the incentive. I think we should encumber that money out of ARPA funds and if we don't use it all, that's great. We have more to spend on other aspects of ARPA funding. I don't know that necessarily we need to have a November 30th deadline, I believe that was the deadline I saw in here. We could be flexible. We could, as a commission, as a Unified Government, decide on a different deadline. We might extend that deadline a little bit, but I do support the incentive and encumbering that money right now for that.

I will say that I don't think that we should have a fractured approach to testing. Now frankly, myself, for a different job I got tested weekly last year. There's no big deal to it to me, but I understand some people have a real issue with that, but I don't think that there should be a dissimilarity. Either everyone's going to do it, or I would say no one's going to do it. I would like to see it uniform across the entirety of our workforce knowing that there is a lot of pushback, at least among some people to the idea of a mandate to get tested. So, support the incentive. I think we can be flexible on deadlines. I think that testing needs to be uniform across the entirety of our organization, and I think it should go forward to full commission for more discussion. Thank you.

**Chairman Bynum** asked, other comments by commission or committee members or staff? I do see in the attendees list there is a gentleman by the name of Mark Milstead and on my computer his hand goes up and down, up and down, and I think that might just be a technical issue I'm having.

**Mark Milstead** said, I have a few concerns. I don't know how well aware you guys are with the VAERS system, the Vaccine Adverse Events Reporting System. I'll just start off with the question that I already have planned here. If those who have been vaccinated can still get infected and transmit COVID, why do they then not have to be tested, no matter the vaccine breakthrough case rate? Does it not concern you, or anybody here, that the VAERS system prior to this COVID-19, the research has shown only one percent gets reported to the VAERS system? It is currently reporting 726,963 adverse events and of those, 15,386 deaths was reported since September 17, 2021. Are you going to be taking the liability upon for say, deaths or the adverse effects of the vaccine if, say, someone chooses to get vaccinated?

**Chairman Bynum** asked, are those your comments, sir? **Mr. Milstead** said, yes.

**Chairman Bynum** said, I don't know if we have a commissioner or a staff person that would like to respond quickly. If not, what we can do is see if there is a motion to be made that would move this forward. I would state that I tend to agree with the position of moving this forward to the full commission for a further discussion. I tend to believe that our primary role here through all of our efforts during COVID-19 and frankly, all of our efforts prior, has always been keep our public safety personnel as safe as possible, keep our entire workforce as safe as possible, serve our public and put plans in place that allow for the continuation of government operations, especially during times like these. So, with that said, is there a motion to be made at this time?

**Action:** **Commissioner Philbrook made a motion, seconded by Commissioner McKiernan, to fast track to full commission on September 30, 2021.**

**Chairman Bynum** said, Misty Brown, I guess I'll turn to you. Is that enough direction?

**Ms. Brown** said, yes, it is, Commissioner. The rules of procedure does allow action in the form of directing a matter to the commission for further consideration.

Roll call was taken and there were four "Ayes," Philbrook, Ramirez, McKiernan, Bynum; and one "No," Kane.

**Item No. 2 – 211071…RESOLUTION: THIRD AMENDMENT TO DEVELOPMENT AGREEMENT FOR LEGENDS WEST LAWN**

**Synopsis:** A resolution approving the Third Amendment to Legends West Lawn Development Agreement, submitted by Katherine Carttar, Director of Economic Development. It is requested that this item be fast tracked to the September 30, 2021, full commission meeting.

**Patrick Waters, Deputy Chief Counsel,** said, several years ago in 2018, you may recall we entered into a development agreement with the Legends for some improvements to the West Lawn area. That included a video board, lawn chairs, kind of an artificial turf area that you might be familiar with. Part of that was funded through the creation of a community improvement district out there. There was a side agreement as part of that development agreement, which provided that the developer would either pave the gravel lot north of the baseball stadium or enter into an agreed redevelopment plan with the Unified Government for that lot. At the time, the deadline for that was December 31st, 2020.

Of course, that date has come and passed. That gravel lot still exists and has not been paved or redeveloped. So, the developer has asked for additional time. That is what we are here for tonight. The third amendment that you have before you would extend the time that developer could either pave the lot or enter into an agreed redevelopment plan to November 30th, 2022. There is a reason why we are here before this committee tonight and not Economic Development and we are requesting a fast track and I will have our outside counsel, Todd LaSala, speak a little bit about that.

**Todd LaSala, Stinson Leonard Street Law Firm** said, I am happy to explain sort of why we're here tonight and why we're fast tracking. Commissioners, we issued bonds, CID bonds, for this project and they are all sitting with the Bond Trustee. A lot of that money has already been spent. There is an amount that, I believe, is equal to $700,000 that is still being held by the Bond Trustee. The developer has done enough work and submitted requisition draw requests for that money, but frankly, we have not disbursed that money because this paving issue has been out there. The problem is that that money can only sit there for a limited window of time, and we are now at the end of that period of time where that money can sit there.

The bond documents require one of two things to happen by the end of this week. Either we disburse that money to the developer to reimburse their costs, or that money gets swept from the bond account and used to reimburse bonds. There's no way around that. One of those two things has to happen by the end of the week. So, what's happened here is we've been holding that money because this paving obligation hasn't been met and the developer is now before you asking for more time. I believe Chuck Oglesby, from the developer, is with you tonight to talk about the various options that could happen, but we're really here for that reason. We felt very secure about that paving obligation being met while we were holding these funds hostage, but at the end of the week, we have to let them go one way or another.

So, what the third amendment does, is it creates a new contractual obligation for the developer if they don't meet this deadline that Patrick said is going to be pushed to November 30th of 2022. If it doesn't happen by that date, instead of holding money hostage, given that we have to let it go, the developer has agreed that they would pay us liquidated damages in the amount of $500,000 if they don't meet that deadline by November of next year. So, is that contractual obligation as good as holding on to the money? No, but it's a pretty good second option. It does provide us a remedy if this paving obligation isn't met some way or another by November 30th of 2022. So, I'll stop there. Happy to answer any questions. If not, I would suggest we maybe hand this to Mr. Oglesby so he can speak to the paving obligations on behalf of the developer.

**Chuck Oglesby** said, we're here tonight seeking support for the third amendment, I thought Todd did a really nice job of explaining this situation and circumstances that we're all faced with. As you're all well aware, there are a couple of other parties, I believe, also on this call. I believe Mr. McKee and Mr. Brandmeyer are here as well, representing Legends Stadium and the Monarchs. I believe the spirit and intent of the document, as it was written, associates that either the developer would pave the lot, or there would be a development plan in place for a redevelopment in front of the commission. Is that correct, Todd? Is that a reasonable understanding?

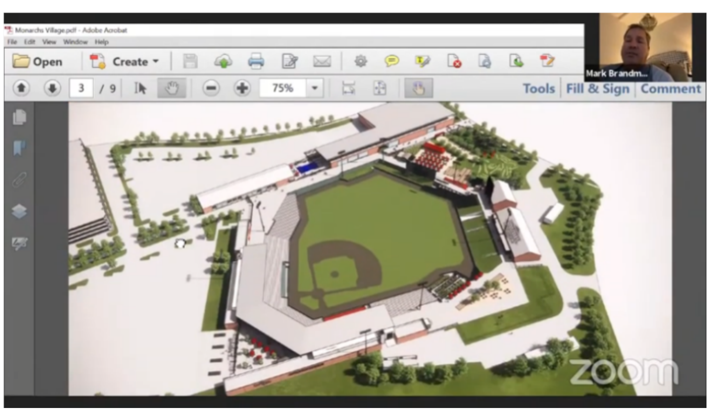
**Mr. LaSala** said, yes, that is correct. The lot either gets paved or some redevelopment plan comes forward that essentially wipes out the paving application. That's correct.

**Mr. Oglesby** said, correct. So, what I would offer up to the committee tonight is there are a couple of options from the development perspective here. One of the things, obviously, is associated with the purchase of the stadium and/or the modification of the documents associated with operation of the stadium. They were done with Mr. Brandmeyer and his group. The Monarchs have interest in the development plan. We've been working with them for quite some time. I believe back when that process initially took place or was presented, what's proposed is actually in the spirit and intent of the entire redevelopment of that area.

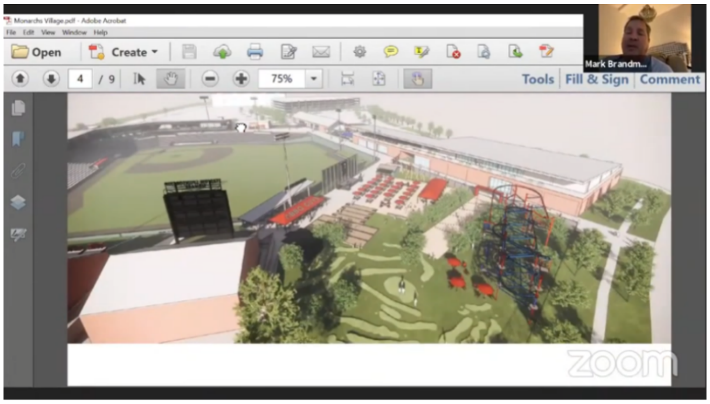
There are a couple of others that also have interest in that lot, and I can tell you that none of them want the lot paved from the perspective of the redevelopment because it would require them basically to tear out all of the infrastructure, all of the paving, any improvements that would be done to that lot. So, it's really counterproductive for the purposes of the redevelopment. Mark's actually here if I have the opportunity to share my screen here, I can perhaps show you a few renderings of what's proposed and what we've been working on.


**Mark Brandmeyer** said, as you guys all know, I bought the Monarchs and—or, the T-Bones in 2019 and then, of course, ran headlong into the pandemic. We ran hard this year to get the stadium opened. I know some of you guys have been out to the stadium this year, seen some of the renovations that we were able to get accomplished. I think overall, just had a great season. Wound up winning the championship last Saturday. We wound up having our first live event out there. It was a taco and tequila festival. Had over 8,000 people there and I think very successful, so I appreciate the support that the commission has given me so far on the stadium. I think we have proven to be a good bet so far.

I think as we look at that gravel lot, it's kind of an unusual shaped lot. It just makes sense if we could put together an agreement with the Legends to maybe make that space more of an entertainment district that complements the stadium as opposed to having any other group in there.

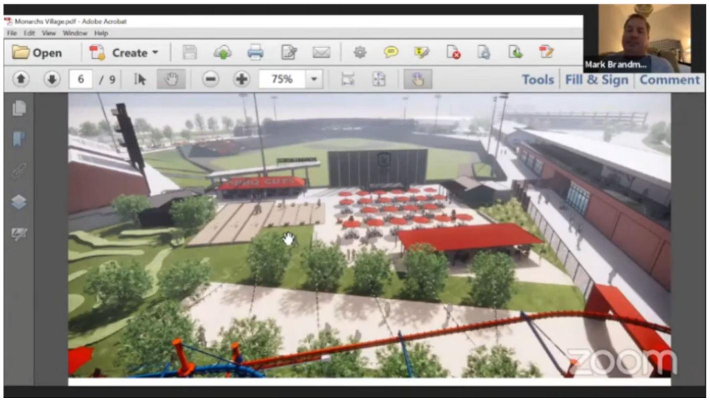



Here are a couple of renderings that we put together. We just finished the season, so we've been busy doing that. But as you guys know, back behind center field there, there's about three acres that we are in control of that we would like to develop and then continue that development into that gravel lot. I think it just makes sense.



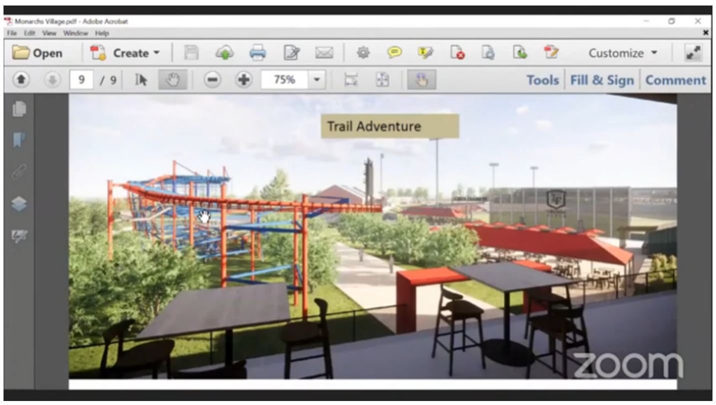

You might imagine a structure that would overlook the field and complement what happens on the field and then also adds to our vision of being a 365-day destination.

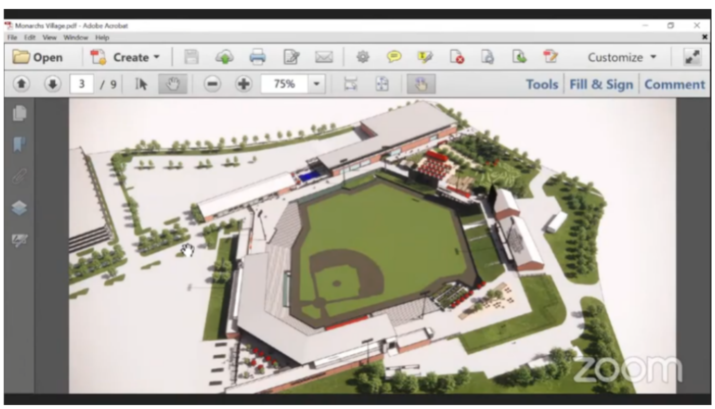

**Mr. Oglesby** said, there are a couple of other renderings here that just really give you a sense of the environment and the opportunity here to create additional destination, entertainment, and sense of place. We believe there's a lot of synergy and opportunity here. To key on something that Mark said, and obviously I've heard throughout the earlier presentations and the issues you've been discussing. Obviously, COVID has had a major impact on everybody's ability to be able to function, plan, get work done, and complete things timely. We've continued to push forward in good faith as much as we possibly can. Congratulations, Mark, by the way on the championship.





I'm happy to answer any questions or provide any additional information that I can as it relates to this opportunity and this request. Again, I think the developer is within the terms of the resolution that's being proposed. There's a commitment there to be able to provide a development plan to the group and/or there's a liquidated damages penalty on the tail end. But to Todd's point, we're sort of at a critical impasse as it relates to the West Lawn funding. That work has been completed, or is in completion as we speak, and has been committed. We'd like to be able to process that, get this resolution in place, and then be able to get some additional information in front of the committee and over the long term, the commission, for the full redevelopment of that area.


**Chairman Bynum** said, okay, thank you very much. These items don't usually come to either of these committees on this night, so I do have gratitude for Commissioner McKiernan being present because he sits on our Economic Development and Finance Committee. So, I've got a couple of questions and then Commissioner Ramirez, we'll go to you, if that's all right with you.

Mr. Brandmeyer, congratulations to the Monarchs. What an exciting season. The park looks fantastic and the team looks even better, so really, many congratulations on an outstanding opening season for the team. Question for, I think, Mr. Waters or possibly Mr. LaSala. What we contemplate tonight is a resolution that could include or does include an option for a redevelopment, correct, instead of a parking lot. Is that right?

**Mr. Waters** said, absolutely, Commissioner. That is still an option just as it has been since the beginning and obviously, probably the preferred option.

**Chairman Bynum** said, good. So, what is this penalty of the 500,000 and how does that play into a redevelopment versus a parking lot?

**Mr. Waters** said, the penalty would be only if they did neither. If over a year, a little over a year from now, if they've neither paved it nor redeveloped it, that's when the penalty would kick in.

**Chairman Bynum** asked, and so do you mean completely redevelop it or do you mean put a plan in place that's been approved by the Unified Government? **Mr. Waters** said, I'm sorry, approved by the Unified Government. So it could still be in the conceptual phase, but in the planning phase, as long as there's commission approval.

**Chairman Bynum** said a redevelopment plan put forward would go to its proper committee. It wouldn't come back to this committee.

**Mr. Waters** said, most likely, and that could also be a Planning and Zoning matter, as well. **Chairman Bynum** said, okay or both. Okay.

**Commissioner Ramirez** said, seconding the words of Commissioner Bynum, congratulations Mr. Brandmeyer and to the Monarchs. It was very exciting to see that. Majority of my comments were going to be what Commissioner Bynum was talking about because I was kind of confused as well of what was happening tonight and what was being asked. So, thank you for that, Mr. Waters, for the clarification so now I have a better understanding. The only question I had was based off the original parking lot condition, and I can sort of probably get an understanding of why it didn't happen, but I would like to know as to why that parking lot condition wasn't met in the original development agreement.

**Mr. Oglesby** said, well, I don't think the original development agreement—now, you're talking about the 2002 agreement, or are you talking about the West Lawn CID agreement? **Commissioner Ramirez** said, the West Lawn CID agreement.

**Mr. Oglesby** said, right. So, obviously it was contemplated within the terms of the agreement. As I said before, that happened back in 2018, and we all know what's happened for the last two-year period. In addition to that, I'll tell you within that same sort of window of time is when Mr. Brandmeyer's group started all of this and we began conversations with them as well as other parties for redevelopment. So, the plan all along had been to redevelop that lot. Obviously, we don't believe it's the highest and best use to pave it for purposes of additional parking when there's the opportunity to continue development, entertainment districts and other items that create additional synergy within Village West.

So, as we sort of moved down that road and we moved into what I'll call the COVID era, that basically was delayed substantially and all of the tenants, merchants, typical development partners that we would be working with, they sort of went dead stop as we moved through the COVID era. Coming back out of this and during that period of time with Mr. Brandmeyer's acquisition of the T-Bones group and as that relationship continued to develop, we saw this opportunity in front of us and we believe it's the appropriate path. So, that's the reason for the delay. Primarily was finding the option that's appropriate other than paving. I believe that's contemplated within the terms of the original document.

**Commissioner Ramirez** said, well, thank you very much for that explanation. I have a better, again, a better understanding of everything that is being asked of us tonight. I think if you and Mr. Brandmeyer and all of those who are involved can find a good, suitable option for it other than a parking lot, I say go for it because, Mr. Brandmeyer, you have changed that place where the stadium is now. I remember when I first came on, this is one of the biggest things that was coming through and you were getting hit down and down because of COVID. You have come out on top, so I thank you for all that you've done for our community and the amenity that you've brought to our community. I thank you for that, and I hope and look forward to see what else you can develop in that area.

**Mr. Brandmeyer** said, well, thank you very much. It's largely due to the partnership that we've developed. So, I appreciate this board and the mayor and the commissioner for your support through this whole journey.

**Commissioner McKiernan** said, first of all, Mr. Oglesby, I want to say I think that the West Lawn development within the perimeter of the Legends is magnificent. I've been out there on several weekend afternoons when it is just packed with people having fun, enjoying the shopping. So, job well done on that. Having said that, I've always been disappointed that—I've never liked that gravel lot. I was always wondering why it was not completed at the same time as West Lawn, but now that there is an opportunity for something other than a parking lot there, I'm definitely in support of this extension so that we can potentially get a development agreement for something better than a parking lot on that little gravel spot.

So, great job on West Lawn, great job over at Legends Field with Mr. Brandmeyer and his group. I guess my only question would be, do we have a reasonable expectation that by the deadline articulated in this third amendment—November 30th, 2022—do we have a reasonable expectation that we could have a development agreement in place that would forgo the need to pay any sort of penalty?

**Mr. Oglesby** said, well, that would definitely be our hope and that's our expectation. I think the short answer is yes. Obviously, we can't predict what's going to happen as it relates to items that are out of our control, i.e. the COVID that we've just gone through, the Delta variants that we're dealing with today, and any potential things that may inhibit or hinder the process. That being said, we feel very strongly that we are on the right path and we're a ways down the road here in being able to create something that we can present. So, the hope, the plan, is yes.

**Commissioner McKiernan** said, okay. So, my thought process is this. If it's not reasonable that we could come up with something by November of 2022, if we end up just paving or if you end up paying the penalty in November of 2022, we'll probably end up just paving that lot. If we're going to wait a year and a half to do it, we might as well do it now. So, I hope that we do get a development agreement in there so that we have something productive before this deadline comes.

I have one other question for Mr. LaSala, I guess it would be. So, what we're doing with this third agreement is we're allowing the rest of the CID funds that were designated for West Lawn to be released. Is that correct? **Mr. LaSala** said, that is correct.

**Commissioner McKiernan** said, and those would reimburse the expenses for creating the West Lawn area. **Mr. LaSala** said, also correct.

**Commissioner McKiernan** asked, do any of the funds that are about to be released, or are any of the funds that are about to be released designated for the paving of this lot? **Mr. LaSala** said, no.

**Commissioner McKiernan** said, in that case, thank you so much. Thanks, Commissioner Bynum. That's all the questions I have.

**Commissioner Philbrook** said, Todd, I was reading over on page 3, actually it's under Z, 1-Z, and it says as described in Section 9.4 of the agreement. What is Section 9.4 of the agreement?

**Mr. LaSala** said, that's about a default interest rate. It is in the original CID agreement and it essentially says if for some reason neither of these things happen and we get to November of `22, neither of those things have happened, they owe us the $500,000. We're essentially saying for every day that you don't pay, you owe interest on that money at the rate of interest articulated in the original development agreement.

**Commissioner Philbrook** said, thank you. I like to know what those sections are in there. Thank you so much. I agree with Brian. $500,000 seems like a lot to me. It may not to some people, but it sure does to me. So, I sure don't want to have to pay somebody to go after the $500,000, but it's a lot cheaper to pay, oh I don't know, a lawyer to go after that $500,000 if we have to than not to put that in this contract.

I'm sorry that we have had to get to this point where we've had to wait to get something accomplished, but because of Mr. Brandmeyer luckily falling into our laps—thank you so much – that we have the possibility of really doing great things in there. So, Mr. Oglesby, I hope that you and Mr. Brandmeyer can come to an agreement so we can see something happening there. So, thank you so much.

**Chairman Bynum** asked, Katherine Carttar, do you have any comments you'd like to share with us?

**Katherine Carttar, Director of Economic Development**, said, no, thank you. I think Patrick and Todd have covered everything.

**Chairman Bynum** said, excellent. Thank you so much. Is there anyone—or, I should say, Madam Clerk, is there any comments received from the public on the item? **Carol Godsil, Deputy UG Clerk**, said, no public comments were received.

**Chairman Bynum** asked, anyone else with their hand up in our attendees that wishes to speak? **Ms. Godsil** said, there are no hands raised.

**Action:** **Commissioner Philbrook made a motion, seconded by Commissioner McKiernan, to approve as submitted and fast track to full commission on September 30, 2021.** Roll call was taken and there were five "Ayes," Philbrook, Kane, Ramirez, McKiernan, Bynum.

Adjourn

**Chairman Bynum** adjourned the meeting at 6:32 p.m.

**af**