

**ECONOMIC DEVELOPMENT AND FINANCE
STANDING COMMITTEE MINUTES
Monday, June 28, 2021**

The meeting of the Economic Development and Finance Standing Committee was held on Monday, June 28, 2021, at 6:04 p.m., remotely via Zoom and on-site. The following members were present: Commissioner Burroughs, Chairman; Commissioners McKiernan, Johnson, Walters and BPU Board Member Jeff Bryant. The following officials were also in attendance: Melissa Sieben and Alan Howze, Assistant County Administrators; Patrick Waters, Deputy Chief Counsel; Wendy Green and Jeff Conway, Assistant Counsels; Kathleen Von Achen, Chief Financial Officer; Alley Porter, Commission Liaison; and Terri Kimble, Clerk's Office.

Chairman Burroughs said I'm operating from my phone with no picture because my phone is low on power. My power's been out of my home for over an hour and a half now, so I have no internet connectivity except through my phone and I'm trying to conserve as much power as I can, but I do want to continue to move forward this evening.

Before I call the meeting to order, I want to announce that due to COVID-19, the committee members, staff, and public are attending remotely via Zoom or by phone. All participants joining by phone should mute their phones when not speaking to avoid background noise.

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

Due to COVID-19 requirements, in person public comment has been suspended unless otherwise required by law. The public has been allowed to submit comments by mail prior to this meeting, and those comments will be included in the record of this meeting. With that I will now call the meeting of the Economic Development and Finance Standing Committee to order.

Chairman Burroughs called the meeting to order. Roll call was taken, and all members were present as shown above.

Chairman Burroughs said I would like to recognize that Jeff Bryant, BPU Board Member, is with us this evening as a member of the committee. With that, the first thing on the agenda is, I believe, the revisions but I don 't believe there are any revisions to tonight's agenda. I would ask the Clerk if that is correct? **Terri Kimble, Clerk's Office**, said that is correct.

MINUTES

Approval of Standing Committee minutes from March 29 and May 3, 2021. **Commissioner Johnson made a motion to approve the minutes as submitted, seconded by Commissioner Walters.** Roll call was taken and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

COMMITTEE AGENDA

Item No. 1 - 21888...RESOLUTION: FOURTH AMENDMENT TO KC FOODIE PARK DEVELOPMENT AGREEMENT

Synopsis: A resolution adopting the Fourth Amendment to KC Foodie Park Development Agreement to extend various deadlines by six months, submitted by Stephanie Moore, Management Analyst. Staff Recommendation: hold until such time the developer commences construction on Phase 1.

Alley Porter, Commission Liaison, said tonight for this item I'm actually going to introduce Todd LaSala, our outside legal counsel for this project. If we could please admit him. We also have our developer on as well, Mr. Scavuzzo's and Mr. Curt Petersen, if they could be admitted too.

Todd LaSala, Stinson Leonard Street Law Firm, said with your permission, I'd like to start with a very quick overview about the Scavuzzo's project. I know many of you remember it very well. If you will recall that is has four distinct components. We talk about the phases and project areas and we'll get into deadlines about each of these four phases. If you remember the first phase is the Food Service Center. It's about \$266K, very unique, food service distribution facility. The second phase is primarily about retail and three retail pad sites. The fourth phase is some additional commercial offerings. I'm sorry, the third phase is an additional commercial offering

and then the fourth phase is really about a headquarters building.

What you have before you tonight is a Fourth Amendment that proposes to extend some deadlines for Phases 2, 3 and 4. Each of those deadlines would be extended. There are two kinds of deadlines. Deadlines about the deadline to submit a TIF project plan for those project areas, and deadlines, I believe, about commencement. But these deadlines, each of them would be extended by about six months, and you have to forgive me commissioners, there is a mistake in Section 2A (iii), the deadline to submit a project plan for Project Area 4, it should read January 1 5, 2025, and not 2024. It should be an extension by six months and not an acceleration. That's just a typo and that's my mistake and I'm sorry about that.

There are also changes to the completion date for the Phase 2 Retail Improvements, that date was originally tied to the closing of the Phase I property. The developer's request would push that date and tie it to the Phase 2 closing, the date they close on that land. That date would ultimately be 24 months from the closing of the property.

Tonight's Fourth Amendment comes to you with a recommendation of no action from the staff, and the reason for that is, quite honestly, the developer has missed the deadline for Phase 1, Commencing Construction of Phase 1 of the project. That deadline had been extended. The date was April 30th and to date the developer has still not commenced. So, sitting here right now we're about 60 days overdue. I will tell you that we, the staff, had been in constant communication with the developer and his team about this commencement. We have believed over the course of that 60 days that commencement of construction was imminent, but it's just not happened.

I know that they're anxious tonight to come before you and explain why that's occurred that way, but given that they haven't started yet on Phase 1, the staff is not recommending that you take action on these extensions for Phases 2, 3 and 4, rather you take this up again at your August meeting and see if they've commenced it at that time. Commissioners that's really what I have for you. I know the developer is anxious to present to you and talk about why we're here and I'll be happy to answer any questions along the way.

Chairman Burroughs said, Committee, any questions for Mr. LaSala? Mr. LaSala, just for clarification, right at the very end you summed it up about extending the timeframes for 2 through, I believe it was 4. What about the first phase that we're in breach of contract in reference to the expiration in April? Could you please clarify that for those that are listening?

Mr. LaSala said, Commissioner, in the amendment that was in your packet, there are no amendments proposed for Phase 1. The reason for that is that the ED&F deadline is relatively early. At the time we put this on the agenda we still believed that commencement was imminent. And frankly, we the staff, had hoped that by the time we got to tonight, there would have been some commencement of construction activity out there on the site. At that point they had not requested any amendments relative to Phase 1 at all. In further communication since that time, I think the developer does have some ideas about proposing changes to the commencement dates and maybe asking you for some extensions there. We have talked about that. I saw a document from them today that has some ideas about that, but I'd love to give them the opportunity to explain what they have in mind.

Chairman Burroughs said, Committee, any other questions? And I apologize committee, I'm operating here in the blind; I see no hands raised from the committee. So, having no questions, I assume that Mr. Scavuzzo will be speaking next? **Mr. LaSala** said I believe that's correct.

Richard Scavuzzo, Manager, Scavuzzo Foodie Campus, said I can't see anyone, so I'm just talking to a blank screen here. Thank you everybody for the time tonight. I'd like to start with a little bit of a breakdown of progress that we've made on the full development, starting with Phases 2, 3 and 4 and then circle back to Phase 1, the distribution center.

Over the last year, we have a team of three, including myself, that have been working every day on the Phases 2, 3 and 4 finding users, finding retail opportunities that are excited about the site and that want to go in and spend their money developing solutions for those sites. We've had very good discussions and a lot of people in line with those phases. Along with those phases, we've been working with Greg Kindle and the EDC on a Phase 5, which would be an Early Childhood Development Center that would be across 47th on the west side. We continue to expand what we want the whole site to look like and expand some of the things for the community for the project.

As far as Phase 1, we have, obviously had some delays. If you look at some of the timeline associated with our delays; our first delay came right at the beginning of COVID when we were thinking let's lockdown for two weeks and get ahead of the COVID outbreak. A couple of months later we're back in front of the committee asking for another extension with that being obviously

a longer process than anyone anticipated. And then again in September for the third extension, that got us to the April 30th deadline. We had over the last nine months, let me back up. A year ago, when we were asking for those extensions, we were engaged with four financing partners that were going to come alongside Scavuzzo's Food Service and build this Phase 1 with us. We were dedicated to a Kansas City-based partner and so we engaged solely with that Kansas City-based firm because we want to this thing as local as we can. For the last nine months we've only negotiated and got to the end of April where we were pulling permits to break ground. At the last moment their project, our project, was tied with approximately six other projects which obviously grew from a single project. Their funding going to be able to fund and hit the timeline for our development agreement, which forced our hand in delaying the start on the last day of April, right around the last day of April 28th, 29th. With that situation we had to regroup on the financing piece. We had to walk away from that financing partner, or we would have been way outside of our development agreement. We have since re-engaged with the three partners that we walked away from to negotiate directly with this Kansas City-based firm and feel very, very confident that it will go through and we'll have a successful project.

One of the questions, I believe, that I can answer right away is what guarantees do we have besides me just saying that the project will go through? I think instead of me just saying it, we're showing it. We, to date, have spent well over \$1M on the project. We continue to not only have a team of three on the Phases 2, 3 and 4 on that development including certain personnel that have been involved with the Lenexa City Center Project but we also have a team three, including myself, that are working on the financing side as well as Primus Builders via store on the automation, and the Polsinelli Team that are all involved in this project and have been since we started. Even with COVID we were working on it every day.

We have a large investment in the facility already, in the project already, and what we're proposing tonight is that we start on the groundwork for Phase 1, which will be another \$300K to \$500K investment from Scavuzzo's as an interim solution. We would start on commencement of that groundwork within 10 days of the full ED&F meeting on the 8th of next month, I believe. So, we would start construction groundwork within 10 days and then continue that groundwork until complete. Then there will be a slight pause up to December 31st for Phase 1 and then once we start construction on the rest of the building, we would do it continuously until it was complete. With that, I'll take questions.

Chairman Burroughs said, Committee, questions? I see no hands. Mr. Scavuzzo, if I may, you said December 31st you would commence construction and continue on for Phase 1 on December 31st. If I remember correctly, I think it was the second extension we were concerned about construction during the winter months. **Ms. Kimble** said, Chairman, we do have a hand raised.

Jeff Bryant, BPU Board Member, said, Mr. Burroughs, you can go ahead and finish your line of questions first.

Chairman Burroughs said I apologize; I'm operating from my phone here just trying multi-task on this thing. Again, Mr. Scavuzzo, the question I had was in one of your extensions that we granted in the past, the last extension went to the end of April. That extension included the winter months for construction and yet you give us a day of December 31st of 2021 moving forward and commencing construction. Do you see the winter months impacting the construction deadline at that time?

Mr. Scavuzzo said it is a possibility, although I think most of the winter months delays are due to groundwork and we hope to be done with the groundwork before the ground would freeze.

Mr. Bryant said, Mr. Scavuzzo, this project has gone pretty far out. I know from the beginning there were some, at least I had some concerns with it. It was a lofty target to obtain. Let's kind of look at the timeline now for Phase I. If you're not going to do ground break until 10 days after the August meeting, so you're talking nearly the end of summer before you even do groundbreaking, do the base groundwork, say a three-month project, and then take a break before beginning it, technically beginning it in the beginning of 2022. When do you suppose that the first project would even be completed?

Mr. Scavuzzo said my understanding is the next ED&F is July 8th, not the August meeting. I'm not positive on that. So, we'll be talking about the initial groundwork commencing in a few weeks.

Curt Petersen, Polsinelli Firm Representing Scavuzzo's, said, Mr. Scavuzzo, really fast, what Mr. Scavuzzo is referring to is if this committee were to consider this adjustment to the amendment that's before you in the way he's described, which we can repeat if necessary, we would ask that this would be referred out to the July 8th full commission meeting and that the work he described as what would be the initial site work specifically being the self-fencing is what I'm trying to say, erosion control and the demolition of all the hardscape that's there now. Ten business days from July 8th would be July 22nd commencement. Sorry for the interruption. I just wanted to go ahead and clarify that.

Mr. Bryant said let me continue my train of thought. I don't understand what the requirement of having this adjustment to Phases 2, 3 and 4 has to do with the initiation of Phase 1. I believe that we've given two additional extensions already on Phase 1, so I'm not understanding why you're having to have this approved before you can move forward with even beginning Phase 1 which should of began a few months ago.

Mr. Petersen said as legal counsel I might jump in, Rich, if you don't mind. The idea of spending another \$300K to \$500K on this six to eight weeks of demolition work that Mr. Scavuzzo described in a situation where the committee and ultimately the full commission could assert the position that there was a failure to abide by the obligations of the development agreement would put that up to half million dollars at risk. The request would be, can we go ahead and adjust the deadlines now before Mr. Scavuzzo and his family company would sign off on this additional contract for all the demolition. It's just making sure we're on the same page sir, before spending a lot of money.

Mr. Bryant said Mr. LaSala, how much has the UG invested in this project so far? **Mr. LaSala** said honestly, not very much. We had a Funding Agreement where the UG's cost for engaging were pretty minimal. The UG got reimbursed for it's third-party costs for all the legal work and the administrative exercising going forward and putting this thing together. We've been reimbursed in full for all of that work and we did go have a land closing for Phase 1 in I think of March last year. We are not out-of-pocket any money to speak of. We've invested a lot of time, energy and effort but are we out-of-pocket any cash, no, not really.

Commissioner if I may, I'd like to clarify a couple of things. Mr. Petersen did send me a document today that sort of articulated this new request that you could consider tonight for Phase

1. You're going to hear about it orally. It's the kind of thing where if you wanted to go this direction, we could easily incorporate into an amendment and either go straight to Commission or come back in August to ED&F. Curt, I've been told via text that we do not have a July 8th meeting. I think the earliest this could come forward to full commission, if this Committee wanted to do that, would be July 29th. I want to be really clear about what their proposal is. They're saying for Phase 1, Phase 1 today is an April 30th commencement of construction; you start that day, and you just go forward continuously. They're really saying let's modify that a little bit. Let's have two phases of what commencement means. Phase 1 would be after they get to approval, whenever that would be at Commission, they'll start the erosion control and demolition work 10 days after that. Whenever that approval would come. By December 31st of 2021, they would commence site work and continuously go after that until completed. They are also proposing, Curt or Rich, correct me if this is wrong, the document I got today also suggested that the completion date would move a little bit. The current completion date based on our Third Amendment is April 30th, 2023, and their proposal would move that out a couple of months to July 1st of 2023. If I understand right, that's what the proposal would be.

Mr. Petersen said and the only cents Todd that I would add on that is that the construction schedule that you have, and Mr. Bach has had for a little while, that's the latest from our contractor, Primus, actually has us still finishing on time, meeting that April date that's in the development agreement now. But out of an abundance caution, Mr. Scavuzzo and I went ahead and moved that several months to July 1st just to reflect the reality of anything can happen in the wet fall or in the winter as the Chairman was saying. Our schedule is still showing us a good spring finish that year, but again, we put a little bit of buffer on there to that July 1st date that you have in front of you.

Mr. Scavuzzo said and the added supply chain of construction materials to that.

Chairman Burroughs said well gentlemen, I believe you've made your case to the Committee in reference to the extended timeline. I would ask the Committee if there's any other questions. If we have none, I would ask the Clerk if there was any public comment or concerns or questions that were sent in for this issue? **Ms. Kimble** said the Clerk's Office has received no communication.

Commissioner Townsend said just a couple points of clarification. If we don't take any action with this resolution tonight, are you saying that you're not going forward with the Phase I? I understand that the documents in effect now, we've already passed April 30th date, so what are we saying here? Because when I looked at this resolution, maybe I overlooked it, but I didn't really see anything that talked about Phase 1. Did that come later, I didn't think we had any amendments.

Mr. Scavuzzo said, Curt, can you go ahead and take that as far as the timing and how that all transpired?

Mr. Petersen said I'm going to refer a little bit, Commissioner, just to tie things together to something Mr. LaSala said it was in brief, I would understand that it needs to be repeated. Mr. LaSala is right, that because we lost our partner, we literally pulled permit before the deadline to commence, plus or minus a day or two here, the 28th, 29th of April and literally within 24 hours, Rich, that was when our 9-month adventure, legal documentation everything fell through with our equity partner. At that point we, as Mr. LaSala you may have remember him making a reference constant communication with the developer team, that's always been the case. We immediately reached out and explained the situation. Frankly, we were trying to figure out at that moment, because we take the development of deadline to seriously, exactly what to do. We did pull permit on time, and we were trying to figure out whether it made the most sense to mobilize and go with the work that we're talking about now, doing all the demolition work and erosion control, etc. Ultimately it went back and forth with staff and ultimately we made the decision as we got closer and closer to Committee that we better just wait and take this before Committee because, in theory, and we hope this is never the case, but if we're held to be having passed a deadline and not fulfill the obligation, we would hate to have spent another up to half a million dollars on demolition only to be told that the UG is not interested in this developer any more. Hopefully, that helps you piece together the timeline, and again Mr. LaSala, from your perspective you were on the other end of those communications, if you do have anything to add it probably, I mean it's up to Commission, but probably be a good time.

Mr. LaSala said I will add in one piece Curt, the first part of April if you guys all remember, we were still planning on breaking ground and doing the groundwork, it rained for about 21 days straight, the beginning of April. That played a part in the timing of everything and helping us make that decision to go back to ED&F instead of just doing what we were planning

on doing.

Mr. Petersen said in fact, I think it was early April Rich when we reached out starting to talk about when the silver shovel sort of ceremonial groundbreaking should be. Everything changed when we got to the end of April.

Commissioner Townsend said well, I look forward to seeing the development move forward. I'm still baffled by what you're asking us to do here in terms of Phase 1. I understand we're past those dates, but I guess if the UG has not said you're in default, I'm just thinking for myself, we're looking for execution and moving on and then speaking only for myself, then I'd be in a better position to evaluate any subsequent requests for the other phases. I'm remaining optimistic, but I'm still not sure how approving these extensions for the other phases addresses just moving forward with Phase 1.

Mr. LaSala said, Commissioner, I agree with you. We would not recommend that you just approve these extensions for the subsequent phases. I think we much prefer, and in fact that's why our recommendation is let's take no action on those and figure out Phase 1. I would suggest to you that if you are interested in the developer's proposal as it's been articulated tonight, to set these new commencement milestones and adjust the completion date; if you're willing to do all of that in Phase 1, I would suggest we put all of that into a document and bring it back to you together with these other extensions in a package. Either take that directly to Commission to be voted on by the Commission or bring it back to ED&F the first week in August and evaluate it then. But I agree with you, we would not suggest that you just extend the Phases 2, 3 and 4 dates and not deal with Phase 1. We really should deal with Phase 1 one way or another.

Commissioner Townsend said thank you for those recommendations and you know me I like to see things in writing. It's not that I'd be averse to it, but that's just not what's before me that I see right now. Mr. Scavuzzo, I'm still optimistic but lawyer that I am, I'm looking at what it's presented with and what I don't have and where we go from here on Phase 1.

Chairman Burroughs said, Commissioner McKiernan, you had your hand up earlier, I wanted to ensure that you still had an opportunity to speak should you have any questions.

Commissioner McKiernan said I'm still trying to communicate with Commissioner Philbrook who had some questions about this. We've both been trying to listen to all of the comments that have gone on, so we really haven't been, so if you could just give me a couple of minutes. This conversation can absolutely carry on, but I'm just trying to make sure that all of Commissioner Philbrook's questions have been answered since she is commissioner for the district in which this would be built.

Chairman Burroughs said understood. If I may, Mr. Petersen, Mr. Scavuzzo, I do know that the initial extension or the third extension with it expiring at the end of April, there has not been a letter from the local unit of government as far as I know in reference to being in breach of contractual agreement. However, we are asking the public to trust that this development will move forward. We talked about holding options on land and not moving forward and putting things off for a while, but I would say in your particular case this has been quite an exceptional 18 months in reference to the challenges anyone would have building a project. But I will state that there are projects in Wyandotte County that were built and continued to move forward even under the most trying of times, whether it be the pandemic or whether it be the lack of materials, or the challenge to even find workers to do so. I am aware that financial partners who have changed since the very beginning of the project inception. These are all unique situations.

I believe the community and the commissioner that represents that area as well as myself and others would like to see a development occur within the Indian Springs area. Your development was one that the community supported. I would hope that we are able to reach some form of agreement. Taking no actions on 2, 3 and 4 I think is the most prudent thing to do, allowing you to get back before either the entire Commission and/or staff to work out the details of Phase 1 start and stop dates. My concern, as a commissioner, seeing the time and energy that's been put in by the local unit of government is that there wasn't a letter sent in reference to breach. I believe that will help you moving forward and two, that you give strong consideration that the resources at the Unified Government has put forward in approving your project, working with the project, and the challenges that the project has presented us, I would hope that it sends a strong message of how supportive we are of the project. However, that doesn't mean that we can continue to hold this out to perpetuity.

Mr. Petersen said that message was understood.

Chairman Burroughs said, Commissioner McKiernan, did Commissioner Philbrook have any comments, questions, or concerns?

Commissioner McKiernan said I will say, Commissioner Burroughs, I apologize that I've been bouncing back and forth here. I was trying to listen to two conversations at the same time. If I understand Commissioner Philbrook's question, it would be that if we were to take no action now, would we push this project toward default by delaying action, let's say until the August 8th EDF meeting?

Chairman Burroughs said that's a good question, I would ask Legal to respond that. I believe that they are already in default, but a letter hasn't been issued. I don't think the prudent thing to do at this time would be to issue a default letter because it may actually hamper the project moving forward, any financials in which the developer is using to develop the project. But I'll ask staff to respond to that.

Mr. LaSala said that's all exactly right and very well said. I will tell you the County Administrator and I have talked about default and whether or not to issue a letter. We have believed that our direction from the Commission was to try make this project happen. So, we have not done that. You're right, they are technically in default right now, however, our development agreement provides, all of your development agreements are written like this, it provides a 60-day cure period. If for some reason this Committee felt differently and wanted to go down the road of default, it doesn't sound like we are, but just so you understand, if we were to send them a letter that says you're in default, they get a 60-day opportunity, a window to cure before we start having rights and remedies under our agreement. You're absolutely correct, we have not sent that default letter to date and you're also absolutely correct that to do so would have implications on the deal. I think Mr. Petersen would tell you if we were to do that today, it would make their job harder. If we're still trying to make this project happen, that will make their job harder. Commissioner, everything you said is spot on, on default.

Chairman Burroughs said so by taking no action this evening on 2 or 4, I guess the question I would have, looking for some guidance, can we divide this question into two parts? Making a motion to either take no action on items 2 through 4 or should we try to combine it collectively?

I'm afraid we may lose 1 if we combine them, where we may be understanding and be able to move item 1 forward for full Commissioner review. Just looking for some guidance.

Mr. LaSala said my recommendation to you would be that we package all of this together in an omnibus way, and get direction from this Committee about whether you're open to the suggestion the developer has made about Phase 1 and whether you're open to the proposed amendments to Phases 2, 3 and 4. If you are, I would recommend you have me reduce all of that to writing in one amendment and then have the Committee decide whether they want to see it again in August or whether you feel comfortable with this going directly to Commission on July 29th.

Chairman Burroughs said in light of much discussion in reference of the changing contract, I, for one would believe the prudent thing to do is have the Committee review the contract again and not submit to full commission until we have a change to review the amended proposals.

So, Committee, this is an item that needs some action. I would entertain a motion, either way to either hold until sometime the developer commence construction on Phase 1. That is the staff recommendation. Just for clarity, staff, if we take action this evening to ask that you continue to work towards finding the timeline to commence with state with Phase 1, that will not include Phases 2 and 4 extension, only Phase 1. And I do see Commissioner McKiernan has his hand up.

Commission McKiernan said I would just say that I think that I would lean towards Mr. LaSala's recommendation about packaging this all up and bringing it back for our consideration at the August 8th Standing Committee meeting provided that doing so does not automatically push the project towards default. I've liked this project from the beginning. There are lesser projects that could go on this land that would not have the community benefit that this project has been designed to provide for the surrounding community. Like everyone else, I'm concerned that we have met delay after delay. I think like everybody else, I recognize that it's been an extraordinary 18 months over the past year and a half. The one thing that leads me towards saying let's find a way to make this work is the fact the property owner, the company themselves, have invested to much of their capital in this project. It's that they have been putting their own resources into making this project work, not depending on resources from other sources. That does give me at

least an indication that makes me believe that they are committed to finding a way to make this project work and I think at this point that—I think our best course of action would be to accept Mr. LaSala’s recommendation that we write everything that we’ve talked about tonight up, bring it for consideration on August 8th and that would put before the full commission, I think we can even fast-track that potentially, from our August 8th meeting, although I don’t have my calendar in front of me to show August full commission. **Commission Walters** said second.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Walters, to bring this back to the August 9th standing committee with possible fast-track to August 16th Commission meeting.**

Chairman Burroughs said so we do have a motion and a second to fast track. Before we acknowledge the motion, Commissioner Townsend had her hand up.

Commissioner Townsend said it was only to second Commissioner McKiernan's motion.

Chairman Burroughs said, Mr. LaSala, are you clear on the motion? **Mr. LaSala** said I am clear on the motion.

Chairman Burroughs said I believe the message has been sent that the motion clearly states that this will need to come before the Commission before it goes full commission, it comes back to the Subcommittee, for our review so that we can ensure that the timelines are being met and the contract meets what has been discussed here this evening. **Mr. LaSala** said got it.

Chairman Burroughs said Commissioner Townsend did you have another question? **Commissioner Townsend** said no Chairman.

Chairman Burroughs said any other questions or comments from Committee?

Commissioner McKiernan said as I'm flipping between my calendar, one thing for us to ask, I think, would be a question for Mr. Waters. Our next committee meeting is on Monday, August 9th, we have a Commission meeting on Thursday of that week, the 12th, and then we have another

full commission meeting two weeks later on August 26th. I guess to bring it back on August 9th, but I guess for Mr. Waters, if we were so inclined, we include this item on the August 12th full commission? **Mr. Waters** said yes at that time [inaudible] it's potential that we could see this at full commission provided that everything goes well on August 9th.

Commissioner McKiernan said it's potential that we could see it for full commission on August 12th. Thank you, Mr. Chair, that's all I have.

Chairman Burroughs said and just for those that are listening, that means we would fast-track after it comes to the Subcommittee to the full commission within a handful of days. Any public debate or public discussion would have to occur at the Subcommittee meeting prior to it going to full commission. We have a motion and a second. Do you need to restate the motion? **Mr. LaSala** said I don't think so, Commissioner, we've got it.

Chairman Burroughs asked, will this go on the Consent calendar? **Mr. LaSala** said, Commissioner, we're coming back to ED&F in August. The motion is to package this up and bring it back to your committee in August. If it went from there, I guess it would be fast-tracked. I don't think it will be on the Consent, but Patrick would have articulate that.

Chairman Burroughs said I just want to ensure that we have another bite of the apple on it. I believe we do by it coming back to the committee. I just don't want to see it go to the full commission and then move forward and then come back. And it shouldn't, it should come back by the motion. **Mr. LaSala** said that's right, that's right, the motion will bring it back to your Committee in August.

Roll call was taken and there were six "Ayes," Bryant, Walters, Johnson, Townsend, McKiernan, Burroughs.

Chairman Burroughs said thank you Committee, Mr. Scavuzzo, Mr. Petersen, Mr. LaSala, those that joined us this evening. That is the only item was had on our Economic Development Committee this evening. With that, we are adjourned.

Adjourn

Chairman Burroughs adjourned the meeting at 6:50 p.m.

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