

Sailwinds Committee

Master Developer RFP Review

November 15, 2016

**In attendance:** Robbie Hanson, George Hyde, Pat Escher, Brandon Hesson, Odie Wheeler, Donald Sydnor

Exhibits listed are exhibits we have currently – not exhibits from original RFP, which were not necessarily completed.

**INFRASTRUCTURE:** The hope is that brokering the infrastructure reinvestment would be worked out during the MDA. Governor's Hall needs to be demolished, and that should be considered in the infrastructure amount, but the developer could also demolish the structure as part of their construction.

Project Pro Forma would detail exactly what the cost would be.

Taking advantage of the deep water port is definitely mentioned on Page 17.

Some objects will be adjusted (due dates, timeframes, etc.) depending on the approval from council. Final dates and timeframes would follow approval. These items appear mostly in yellow throughout.

**TIMING:** If the document was provided to council on December 12, the document can be discussed the first meeting in January.

**PAGE 7:** Each RFP respondent would give a 5% deposit of the proposed purchase price. Group agrees to keep it at 5% as a good faith payment, and to keep the developer engaged in the conversation.

If we can't agree to an MDA after six months, we can move on to the next on the short list.

If we accept a percentage with RFP, then we will need to match it up with the deposit requirement in the MDA on page 13.

Group agreed to ask for 5% of the most recent appraised value, so each bidder paid the same deposit.

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**Page 8:** the way it is written now, the river walk would end at the boat ramp, and the RFP details a 30 foot Riverwalk where the MDA only requires "20 feet at a minimum." 30 feet was determined based on trips to other areas.

Group agrees to change the RFP to 20 feet, and then MDA negotiation can change the width if agreeable.

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**Page 9:** "Be a catalyst..." is focusing on using the project to catalyze development in private owned lots. Group agrees to leave it in.

“Upon completion,...” If the city owns the parks and furnishings, we have quality control. If the developer owns it, it could diminish over time. If we have an easement running through the development, they are required to maintain the furnishings.

Group agrees to defining some public guidelines and standards.

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#### PAGE 13: Milestones

These milestones are in draft form and can be changed accordingly. There are milestones detailed in the MDA, and they should align. Page 26 and 27 of the MDA says that the developer cannot have more than four phases.

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#### PAGE 14: Project Timeline

Engineering will want to weigh in on what the definition of “timely manner” will be.

The committee will want to consider staff or an outside vendor to review the financials of all RFP responses outlined here.

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PAGE 15: Performance Bonding – look to Gene Lauer to discuss his idea for this and what it was intended to eliminate.

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