

POCATELLO DEVELOPMENT AUTHORITY
Board of Commissioners Meeting

City Hall, Council Chambers
911 North 7th Avenue

December 14, 1993
11:00 a.m. to 12:00 p.m.

Call to Order and Introduction - John Carlson, Chairman
Acknowledge Guests of the Board, if any
Disclose Conflicts of Interest, if any
Minutes - Motion to Approve and/or Amend
Agenda - Add or Delete Action or Discussion Items

Action Items

Review Income and Expenses for November 1993,
and Estimate For December, 1993

Consider \$800 Additional Expense For Installation
of Street Lights on Center Street

Consider Lease of Additional Space at Gateway West
Industrial Park in Agreement With Dal-Tile Corporation

Consider Proposal To Extend Agreed Date To Begin
Construction on Land at Main & Bonneville

Consider Further A Proposal to have Old Town Pocatello
Assume Certain Management and Administration
of the Old Town Urban Renewal Area

Update Items

Progress of Work in Newtown District, Phase II

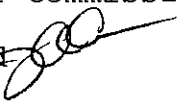
Progress Report on New PDA Projects

Discussion Items

Gateway West Industrial District (Dal-Tile Corp.)
Old Kraft Road District (Domsea/Aqua Sea)
Downtown Development District (Kress Building)
New Proposals, if Any

Executive Session, if Requested

TO: PDA Board of Commissioners

FROM: T. A. Arnold 

DATE: December 9, 1993

SUBJECT: Board Meeting, December 14 and Proposal To Enter Into Agreement With OTP

As a reminder, PDA's next Board Meeting will be December 14 at 11 AM in Council Chambers, City Hall.

An agenda for Tuesday's meeting, as well as minutes for the November 9 meeting, are attached.

As directed by the Board, OTP's Jay Schlinsog and I have met to further define (a) the scope of services and (b) method of compensation which appeared to be the only substantive items of concern to the Board. A copy of each exhibit is attached for your review and consideration prior to next Tuesday's Board Meeting. As the agenda indicates, the entire Professional Services Agreement will be considered further on Tuesday.

Pocatello Development Authority
Cash Budget - 1993

	Actual January	Actual February	Actual March	Actual April	Actual May	Actual June	Actual July	Actual August	Actual September	Actual October	Actual November	Estimate December	Total 1993
Beginning Balance	49,708.33	64,494.60	54,258.31	96,172.09	91,621.93	72,599.88	112,054.85	191,192.03	182,638.04	173,867.24	133,334.99	128,712.05	49,708.33
SOURCES OF FUNDS													
Gateway West District	0.00	0.00	39,717.51	4,755.70	0.00	0.00	51,297.00	8,199.93	26.67	0.00	0.00	0.00	103,996.81
Old Kraft Road District	0.00	0.00	0.00	0.00	29,677.40	0.00	9663.23	0.00	0.00	0.00	0.00	0.00	39,340.63
Downtown Dev. District	2,293.15	0.00	1,651.42	0.00	0.00	0.00	4,441.27	0.00	0.00	0.00	0.00	0.00	8,385.84
Newtown Urban District	12,981.46	0.00	0.00	0.00	0.00	118,066.04	47,214.81	3019.00	2,308.00	65,840.85	53,522.18	0.00	302,952.34
Main & Bonneville Prop	375.00	0.00	500.00	375.00	49,098.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,348.25
Interest Income	129.02	130.56	152.15	220.96	153.87	240.24	348.04	440.77	411.16	339.53	283.53	0.00	2,849.83
TOTAL	15,778.63	130.56	42,021.08	5,351.66	78,929.52	118,306.28	112,964.35	11,659.70	2,745.83	66,180.38	53,805.71	0.00	507,873.70
CASH AVAILABLE	65,486.96	64,625.16	96,279.39	101,523.75	170,551.45	190,906.16	225,019.20	202,851.73	185,383.87	240,047.62	187,140.70	128,712.05	557,582.03
APPLICATION OF FUNDS													
Gateway West District	0.00	0.00	0.00	8,216.27	47,801.57	8,216.27	8,216.27	8,216.27	8,216.27	39,879.42	3,914.11	0.00	132,676.45
Old Kraft Road District	992.36	0.00	0.00	0.00	0.00	8,949.75	992.36	4,980.31	992.36	992.36	992.36	992.36	19,884.22
Downtown Dev. District	0.00	2,293.15	0.00	1,651.42	0.00	0.00	0.00	3,998.11	0.00	0.00	0.00	0.00	7,942.68
Newtown Urban District	0.00	8,073.70	107.30	22.13	49,000.00	61,185.29	24,452.34	3,019.00	2,308.00	65,840.85	53,522.18	0.00	267,530.79
Main & Bonneville Prop	0.00	0.00	0.00	12.00	1,150.00	500.00	166.20	0.00	0.00	0.00	0.00	0.00	1,828.20
Bank Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	992.36	10,366.85	107.30	9,901.82	97,951.57	78,851.31	33,827.17	20,213.69	11,516.63	106,712.63	58,428.65	992.36	429,862.34
Ending Balance	64,494.60	54,258.31	96,172.09	91,621.93	72,599.88	112,054.85	191,192.03	182,638.04	173,867.24	133,334.99	128,712.05	127,719.69	127,719.69

EXHIBIT "A"

SCOPE OF SERVICES

Subject at all times to the direction and expressed authorization of the Authority, the Contractor shall perform the services provided herein.

1. Administration.

1.1 Record keeping as required by the Authority and all applicable federal, state and local laws relative to the operations, projects and activities of the Contractor in managing and administering the Old Town Urban Renewal Area and Revenue Allocation Area, including the tracking of those funds derived from the Revenue Allocation Area.

1.2 Assistance in performing accounting functions for the Old Town Urban Renewal Area and its revenue allocation financing provision consistent with requirements of the Local Economic Development Act and as could include processing of monthly financial statements and an annual report to be integrated and consistent with the Authority's accounting systems.

1.3 Development of projects, including, financing timetables and budgets, for those activities and projects proposed for implementation and so authorized for implementation by the Authority, funding for which may be wholly or in part consisting of revenues from the Old Town Urban Renewal Area and its revenue allocation provision.

1.4 Assistance to facilitate the means of arresting conditions of slum and blight and increasing private investment in the Old Town Urban Renewal Area, to include communications and correspondence with property owners, private investors and appropriate public entities, and utilizing those methods and activities defined and authorized by the Local

Economic Development Act, Chapter 29, Title 50 of the Idaho Code. Contractor shall provide reports of such correspondence and activities to the Authority at the Authority's regular monthly meetings.

1.5 Financial accounting and reports for all expenses incurred of and by the Contractor to include all expenses associated with the performance of services set forth in this Agreement, including expenses incurred for: long distance telephone service; photocopying supplies; postage; dues/subscriptions; printing; and other such office supplies as are necessary and required.

2. Management

2.1 Community communications and correspondence, as authorized by the Authority, to include news releases, publicity campaigns and other various communications and correspondence as may be authorized by the Authority.

2.2 Maintenance of computer files to include ownership listings, mailing lists, and other such data files as are required for the efficient tracking and operations of the Old Town Urban Renewal Area.

2.3 Contractor shall be represented at all meetings of the Authority's Board of Directors for the purpose of providing reports relative to projects, and progress thereof, being undertaken within the Old Town Urban Renewal Area.

2.4 Assistance in monitoring projects authorized by the Authority and being undertaken within the Old Town Urban Renewal Area, including project management activities such as the procurement and supervision of contractors' services for design, engineering, construction, and other

such services as may be required and authorized by the Authority.

2.5 Provide at a cost as scheduled in Exhibit "B" for use of photocopiers, facsimile service, and other such equipment as is normally available in the Contractor's office and at the rates set forth in Exhibit "B" to this Agreement.

2.7 Assistance in drafting and developing formal management policies and procedures for the efficient operations of the Old Town Urban Renewal Area.

3. Additional Revenue Procurement

3.1 Assistance in identifying additional sources of funding for projects and activities identified for implementation in the Old Town Urban Renewal Plan and Old Town Revitalization Plan, to include grants, contributions, gifts, endowments and other such funding sources as may be appropriate and available from public and private sources.

3.2 Coordination of financing with other public and private entities implementing projects and activities in the Old Town Urban Renewal Area.

EXHIBIT "B"

METHOD OF COMPENSATION

A. PAYMENT FOR PROFESSIONAL SERVICES

For the satisfactory performance of the services to be provided under this agreement, the Authority will pay the Contractor the sum of \$200.00 per month during the term of this agreement, which the Authority agrees to pay as set forth herein.

It is expressly understood that the total compensation to be paid to the Contractor for professional services shall not exceed \$2,400.00 per annum during the term of this agreement, unless authorized in advance and in writing. The first \$200.00 monthly installment will be paid by January 5, 1994 and, thereafter, installments in the sum of \$200.00 will be paid by the 5th day of each month for the term of this agreement.

B. PAYMENT OF REIMBURSABLE EXPENSES

The Authority agrees to reimburse the Contractor for all expenses as have been generally identified and authorized in advance by the Authority and are associated with normal operations, management and administration of the Old Town Urban Renewal Area, to include: long distance telephone service expenses; postage; dues and subscriptions; printing; and other such office supplies as are required.

The Contractor shall provide for the use of equipment, at the following costs, to be reimbursed by the Authority:

- a) Photocopier Service. Photocopier service shall be furnished at the rate of four (4) cents per copy for one sided copies and six (6) cents per copy for two-sided copies. These rates are determined to include the costs of paper, supplies and maintenance.

b) Facsimile Service. Facsimile service shall be furnished at a rate of ten (10) cents per page for incoming transmissions. Local outgoing transmissions will be furnished at a rate of fifty (50) cents for each transmission. Long distance transmissions will be furnished based on the cost of the long distance telephone charges plus ten (10) percent.

Expenditures for supplies and equipment other than those listed herein shall require the prior approval of the Authority. Any single reimbursable expenditure of \$50.00 or more will require the prior approval of the Authority. Expenses associated with the above shall not total more than \$100 in any single month.

The Contractor will submit an invoice with supporting documentation for all authorized reimbursable expenses no more than once a month and the Authority will pay said invoices within ten (10) days of the Authority's approval at its regular monthly meeting.



SHEPHERD ENGINEERING INC.

Civil/Municipal, Transportation, Industrial
Recreation & Land Development Services

November 9, 1993

Pocatello Development Authority
Mr. Tom Arnold, Executive Director
1651 Alvin Ricken Drive
Pocatello, Idaho 83201

Re: Newtown Corridor Improvement Project, Phase Two
Frasure Construction Invoice, Pay Estimate No. 2

Dear Mr. Arnold:

Attached is an invoice from Fraser Construction in the amount of \$56,339.13 which reflects work to date on the Newtown Phase Two project. We have identified this invoice as Pay Estimate No. 2 and have reviewed the estimate with the Contractor. We would recommend that Frasure construction be paid for this work less 5% which will be held until final completion. These amounts are summarized below:

Total Previous Estimates.....	\$67,963.00
Pay Estimate No.2	<u>\$56,339.13</u>
Total Estimates to Date.....	\$124,302.13
Total Amount Withheld (5%).....	\$6,215.10
Total Amount Due Contractor.....	\$118,087.03
Less Previous Payments.....	\$64,564.85
 Total Amount Due This Invoice.....	 \$53,522.18

The Contractor is doing good quality work and has been cooperative on project issues/items. However, as we have now encountered weather conditions which require cold weather concreting methods, the contractor has expressed concern about the costs of curing the concrete with blankets and about the chance of getting caught with a portion of a block torn up and not being able to finish when winter arrives. We are also concerned and are considering winter shut-down before the contractor moves ahead with Clark Street. Center is complete now except for the decorative lighting and some minor finish items.

If you have questions or comments regarding these issues, please contact me. Thank you for your cooperation/support in these matters.

Sincerely Yours,

Wayne Shepherd, P.E.
Project Manager

attachments

1135 Yellowstone, Suite D
Pocatello, Idaho 83201
(208)233-7017

191 N. Main Street
Malad, Idaho 83252
(208)766-4884

FRASURE CONSTRUCTION

5050 YELLOWSTONE
POCATELLO, IDAHO 83202
Phone: 237-6222

Invoice

ACCOUNT

POCATELLO DEVELOPMENT AUTH.

DATE: 11-8-93

AMOUNT REMITTED: \$

- PLEASE DETACH AND RETURN WITH REMITTANCE -

DATE	INVOICE NUMBER	DESCRIPTION	CHARGES	CREDITS	BALANCE
				BALANCE FORWARD →	
→ FOLD		3672 SF SIDEWALK REMOVAL	1 ⁰⁰		\$3672 ⁰⁰ ←
		3672 SF NEW SIDEWALK	275		\$10098 ⁰⁰
		REMOVE DRIVEWAYS 697½	1 ⁰⁰		\$697 ⁵⁰
		REPLACE DRIVEWAYS 697½	325		\$2766 ⁸⁸
		REMOVAL CURB & GUTTER 561	350		\$1963 ⁵⁰
		REPLACE CURB & GUTTER 561	675		\$3786 ⁷⁵
		REMOVAL OF LATCH BASINS 3 EA	400 ⁰⁰		\$1200 ⁰⁰
		TYPE 1 INLETS 2 EA	\$1000 ⁰⁰		\$2000 ⁰⁰
		ASPHALT PATCHING 2089 SF	150		\$3133 ⁵⁰
→ FOLD		SIGN RELOCATION 10 EA	\$100 ⁰⁰		\$1000 ⁰⁰ ←
		VAULT BACKFILL 2 EA	\$6000 ⁰⁰		\$12,000 ⁰⁰
		INSTALL CONDUIT			\$6541 ⁰⁰
		ELECTRIC SERVICE 1 EA			\$1380 ⁰⁰
		DECORATIVE LIGHTING	\$2100 ⁰⁰		\$4200 ⁰⁰
		TRAFFIC CONTROL			\$1000 ⁰⁰
		VAULT @ DELL'S MT. ELEC. 1 EA	\$1400 ⁰⁰		\$1400 ⁰⁰
					\$56,339 ¹³

Thank You Brad Fiane

PLEASE PAY
LAST AMOUNT
IN THIS COLUMN

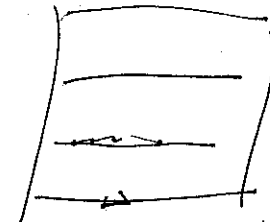
5% withheld 2,816.95

Total Payment = \$ 53,522.18
W. Sten



SHEPHERD ENGINEERING INC.

Civil/Municipal, Transportation, Industrial
Recreation & Land Development Services



November 1, 1993

Pocatello Development Authority
Mr. Tom Arnold, Executive Director
1651 Alvin Ricken Drive
Pocatello, Idaho 83201

Re: Newtown Corridor Improvement Project, Phase Two
Frasure Construction Contract, Change Order No. 2

Dear Mr. Arnold:

The contractor has completed most of the improvements along East Center Street. One additional vault has been uncovered and was backfilled in front of Dell's Mountain Electric. Also, it was decided to add 2 additional decorative lights at the intersection of Center and Second. These were not part of the original design. Finally, we have itemized the field quantities for Center Street and adjusted each line item compared to the original bid schedule. These issues are all reflected in Change Order No. 2. We would recommend that these items be approved as proposed by the Contractor.

Total Change Order.....\$6,281.12

The Contract Amounts are modified as shown below:

Original Contract Price.....	\$193,682.50
Change Order No. 1.....	\$5,700.00
Change Order No. 2.....	\$6,281.12
Total Revised Contract Amount.....	\$205,663.62

Please let me know if you have questions or comments regarding these issues. We will notify the contractor of the Board's decision regarding this change order.

Sincerely Yours,

Wayne Shepherd, P.E.
Project Manager

attachments

1135 Yellowstone, Suite D
Pocatello, Idaho 83201
(208)238-7017

191 N. Main Street
Malad, Idaho 83252
(208)766-4884



A.V.I. IDAHO
CHANGE ORDER FORM

CHANGE ORDER NO. 2

PROJECT: NEWTOWN (PHASE TWO) SCH. I & II

CONTRACTOR: FRASURE CONSTRUCTION

DATE: 11-8-93

ITEM	BID	INSTALLED	QUANTITY	PRICE	COST
REMOVAL OF SIDEWALK	10,234	10,464.5	+ 230.5 S.F.	\$ 1.00	+ \$ 230.50
REMOVAL OF CURB & GUTTER	1,192	1,244	+ 52 L.F.	\$ 3.50	+ 182.00
REMOVAL OF CATCH BASIN	4	3	- 1 EA.	\$ 400.00	- \$ 400.00
ADJUST CATCH BASIN	1	2	+ 1 EA.	\$ 400.00	+ \$ 400.00
6" CURB & GUTTER	1,170	1,244	+ 74 L.F.	\$ 6.75	+ \$ 499.50
CONC. SIDEWALK	8,904	9,197	+ 293 S.F.	\$ 2.75	+ \$ 805.75
CONC. DRIVEWAY	1,330	1,267.5	- 62.5 S.F.	\$ 3.25	- \$ 203.13
TYPE I INLET BASIN	3	2	- 1 EA.	\$ 1000.00	- \$ 1000.00
ASPHALT PATCHING	2,406	2,797	+ 391 S.F.	\$ 1.50	+ \$ 586.50
SIGN RELOCATION	10	12	+ 2 EA.	\$ 100.00	+ \$ 200.00
SIDEWALK CROSS DRAIN	3	1	- 2 EA.	\$ 1 @ 900.00 1 @ 1000.00	- \$ 1900.00
ELECTRICAL SERVICE	0	1	+ 1 EA.	\$ 1380.00	+ \$ 1380.00
VAULT @ DELLS	0	1	+ 1 EA.	\$ 1400.00	+ \$ 1400.00
DEC. LIGHTING	14	16	+ 2 EA.	\$ 1 @ 2100.00 1 @ 2000.00	+ \$ 4100.00

TOTAL CHANGE ORDER COST: +\$6281.12

DESCRIPTION OF CHANGE

1 ADDITIONAL VAULT FOUND AT DELLS MOUNTAIN ELEC.
 2 ADDITIONAL LIGHTS INSTALLED ALONG EAST CENTER.
 1 ADDITIONAL ELECTRICAL SERVICE INSTALLED ALONG EAST CENTER.
 THE REMAINING ITEMS ARE AS CONSTRUCTED QUANTITY CHANGES FOR BID SCHEDULE I, II.

CONTRACTOR: Frasure Construction OWNER: _____