

ABBREVIATED MINUTES  
POCATELLO DEVELOPMENT AUTHORITY  
Meeting May 14, 2002

Members present: T. Brower, S. Brown, J.O. Cotant, D. Johnson, R. Chase, John Ricks; D. Schroeder

Staff present: D. Tranmer, City Attorney; R. Burstedt and C. DeWall, Bannock Development

**1. Preliminary matters.** Meeting called to order at 11:08 a.m. by Vice-Chairman Brown. No conflicts were declared.

**2. Minutes and financial matters.** It was MSC ( Ricks, Chase ) to approve the minutes from the April meeting. Review of the financial report was postponed pending Char's arrival.

**3. Project Hope.** A letter has been received from the Greater Pocatello Lodging Association expressing concern about TIF use. D. Johnson commented that she had also received a letter from Jim Morphey regarding concerns about TIF use. Board consensus was that Roger as Mayor would reply to J. Morphey and that the Chair should acknowledge both letters and respond to them. Robert Chambers noted that those persons attending informational meetings have expressed more concern over location than over financing or whether to have a facility. Reminder that the advisory vote will be on the May 28<sup>th</sup> ballot. J. Ricks informed the PDA that the School District will be going ahead with construction of the new gym this fall.

**4. Financial report.** At this point, C. DeWall reviewed the past month's financial report, noting income from tax receipts, payments to RME for engineering services, to BDC for administrative expenses, and the lunch and bank charges. The Trustee paid the tax anticipation note on April 22, 2002, from the "excess funds" rather than from the construction account. **It was MSC (Schroeder, Cotant)** to approve the financial report as presented. One invoice from RME for \$4,530 for Roosevelt District expenses was presented for Board approval. **It was MSC (Chase, Schroeder)** to approve payment.

**5. Stormwater Project Update.** David Schiess and Paul Scoresby were present to provide progress reports. Phase I is 97% complete, the contract having been extended by 140 days. (NOTE: Time does not run during winter shut-down.) May 27<sup>th</sup> is the date for substantial completion and, weather permitting, the project should be on schedule. Pay request #9 in the amount of \$149,789.34 has been received from HK, reviewed by Schiess and City staff, and payment is being requested at this time. After brief discussion to clarify the request, **it was MSC (Ricks, Schroeder)** to authorize payment of this amount.

J. Ricks was excused at this point to attend another meeting.

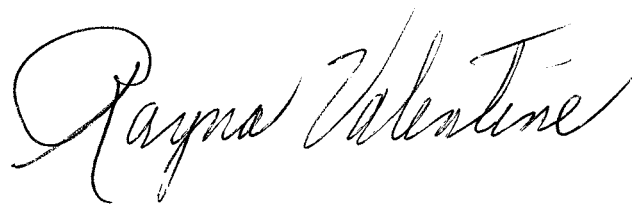
Additional payment for Schiess & Associates: The problem is one of contract interpretation. PDA assumed "not to exceed" a specified amount meant that all work, regardless of whether or not the actual time/costs exceeded those estimated, would be included in that sum. Schiess & Associates assumed that "not to exceed" meant that there would be no charges in excess of the specified dollar amount for the amount of time/costs shown on the estimate, but that additional time caused by change orders would be eligible for compensation. Members also noted that

additional work not contemplated under the contract had been approved for compensation already with the stipulation that the amount would not be further increased and questioned why there was another request. D. Schiess explained that he and his firm had already agreed to complete their services under the contract without additional compensation but that the Chair had asked for more specifics and the matter was postponed until this meeting. Additional questions were raised about the winter shut-down, whether that should have been anticipated, and whether any supervision was needed during shut-down. D. Schiess explained that the Contractor had been allowed additional days to complete the work, which required his firm to be on the job additional time not anticipated in the contract. G. Lanning, City Public Works Director, verified, in response to a question, the legitimacy of the work done and the hours needed to accomplish it. At this point, **it was MSC (Chase, Cotant; Schroeder & Johnson voting no; Brower abstaining)** to approve payment of \$4,157.50 at this time and to consider any additional requests later. T. Brower noted for the record that his abstention was based on the fact that he was not a PDA member at the time the contract was executed nor during the first amendment to the amount.

Phase II: D. Schiess distributed a report to the Board detailing the current status. A Notice to Proceed has been prepared for signature upon Board approval. **It was MSC (Chase, Cotant)** to authorize the issuance of the Notice.

**6. Stormwater project payments:** At this point, the Board was asked to approve the pay request from HK in the amount of \$322,094.89 for Phase I; all appropriate review has been completed. **It was MSC (Chase, Schroeder)** to authorize payment. C. DeWall also presented a payment request from Schiess and Associates in the amount of \$1,669.59 (\$672.00 from previously-approved total for Phase I—not including amount authorized by today's vote) and the remainder for work on Phase II. **It was MSC Chase, Schroeder** to authorize payment of that amount.

7. There being no further business, the meeting was adjourned at 12:21 p.m.

A handwritten signature in cursive script that reads "Rayna Valentine". The signature is written in black ink and is positioned in the lower right quadrant of the page.