

**ABBREVIATED MINUTES**  
**POCATELLO DEVELOPMENT AUTHORITY**  
Meeting September 17, 2003

Members present: Steve Brown, Roger Chase, Darsi Johnson, Harry Neuhardt, Ken Monroe, John Ricks; Dan Schroeder excused- out of country

**Staff present: Dean Tranmer, City Attorney; Ray Burstedt & Char DeWall, Bannock Development**

**1. Preliminary matters.** The meeting was called to order at 11:06 by Chairman Neuhardt. No conflicts were declared. No alterations to the agenda were made. R. Burstedt introduced his intern, Bryan Crumley, as an observer.

**2. Minutes and financial matters.** It was MSC (Ricks, Brown) to approve the minutes from the August 20th meeting.

Clarification was requested regarding the motion at the special meeting of September 3, 2003, dealing with the financing to be provided by PDA. The question posed was whether PDA intended to provide \$5.6 million for infrastructure improvements over the course of the three phases independently of any money which might be approved for the rest of the downtown revitalization projects not inter-connected with infrastructure improvements. All members concurred that the "Phase 0" items (shown in purple on the plan presented on Sept. 3) were already approved in an amount not to exceed \$650,000 by the PDA through a separate motion and that the motion on September 3 did not modify that earlier vote and approval. However, it was generally understood that a portion of the \$650,000 amount might be attributed, for accounting purposes, to infrastructure. General discussion ensued. Representatives of the revitalization project commented that the project should be considered as a whole and that approval needed to be granted for all portions at this time. It was noted that PDA specifically (see April minutes) voted for only one year's Downtown Revitalization improvements (now termed Phase 0), reserving further funding for items other than lighting, for instance, until other prerequisites had occurred. Johnson cautioned against the appearance of an adversarial relationship, noting that without the downtown proposal, there would not have been an infrastructure project with PDA funding to be integrated. Conclusion was that the September 3rd motion and vote related specifically to infrastructure improvements which include lighting, irrigation, and trees, but not to other portions of the downtown revitalization plan; that the motion and vote in April had not been disturbed by the Sept. 3 motion and vote.

**It was MSC (Brown, Chase)** to approve the minutes of the special meeting of September 3, 2003, with the clarification that the motion regarding PDA's funding was specifically to be providing \$5.6 million for infrastructure and infrastructure-related improvements and that the Phase 0 improvements were being separately funded up to a maximum of \$650,000, as previously approved.

Financials: C. DeWall noted that the no bill had been received this month from Kiggins for its portion of the Roosevelt project; therefore there was no estimated expense listed for September for that District. Administrative expenses allocated from NewTown in accordance with PDA requirements were placed into the General/Discretionary Funds and that \$21,000 is available for spending in any urban renewal area. **It was MSC (Chase, Ricks)** to approve the financial report for August.

**3. Downtown Project.** Jim Jenkins reported on the bid results. Four bids were received with Kiggins as the low bidder overall. Jenkins explained that Alternate #2 was for tree grates and that an additional alternate was requested (Alternate #3) for irrigation sleeves. The latter may already have been installed, but there was some uncertainty and they believed it best to account for the possibility that there were no sleeves in some of the areas. Board concurred. Questions

were raised as to whether there was a pre-qualification requirement for bidding for the project and whether the current problem with concrete on the Roosevelt project could alter PDA's decision. D. Tranmer noted that, in the absence of a pre-qualification requirement, unless all bids were to be rejected, no additional requirements could be placed on any contractor as a condition of acceptance. Thereafter, **it was MSC (Chase, Ricks)** to accept the low bid for \$196,500 and for Alternate #2, with Alternate #3 to be brought for separate approval if sleeves are needed. Jenkins was asked to convey PDA concerns about substandard concrete and urge more careful attention for this project.

**4. Invoices:** Board considered Requisition #E-32 for the Downtown Revitalization Project in the amount of \$41,357.14. **It was MSC (Ricks, Chase)** to approve the payment. Request from Bart Reed of School District #25 for payment of costs associated with the tennis court project. R. Burstedt and C. DeWall requested clarification from Board members because the amount requested did not match the amount approved. (\$171,740.35 as opposed to \$162,000.00) Neither Mr. Reed nor any other person from the School District offices was present, but Jim Lystrup, architect for the project, approached at the request of the Chair to provide an explanation. The tennis court specs were an add-on to the gym bid and the A & E fees were inadvertently left out of the "equation." The request made to PDA therefore was accompanied only by the contractor's bid for the tennis court work. Board members all noted that the vote was to provide a specific amount of money to the School District towards the project, not to pay for all costs including cost overruns of the project. After lengthy discussion, **it was MSC (Brown, Johnson; Chase dissenting)** to approve payment of \$162,000.00 to the School District. Further discussion ensued regarding the propriety, wisdom, acceptability, and/or obligation to provide funding not part of the original approved request. K. Monroe expressing discomfort at being put in the middle of another agency's problem without being able to discuss it with that entity. Board questions: were we approving a project or an amount; is it appropriate for this agency to pay for an omission on the part of another? Clarification was that motion and vote were for an amount. Thereafter, **it was MSC (Chase, Ricks; Monroe dissenting)** to authorize an additional payment of \$9,740.35 to cover the A & E fees, but to send a cover letter to the School District protesting the cavalier handling of the matter.

**5. Roosevelt District.** An invoice #98510 was presented from RMES for payment of its fees and costs in the amount of \$3,700.00. **It was MSC (Chase, Ricks)** to approve payment.

**6. Executive Director.** D. Johnson noted R. Burstedt's resignation as a Board Member and asked whether a final decision was called for in regard to the Executive Director position for PDA. The previous vote extended the agreement only through September 30, 2003. After brief discussion, **it was MSC (Chase, Johnson)** to extend the agreement for services through the month of October and to place the matter on the agenda for the October meeting.

**7. Adjournment.** There being no further business, the meeting was adjourned at 12:45 a.m.

