



MINUTES
MEETING OF THE BOARD OF COMMISSIONERS
Wednesday, November 09, 2011, 7:30am
Meridian City Hall North Conference Room
33 East Broadway Avenue - Meridian, Idaho

1. Call Meeting to Order (Pipal):

2. Roll-call Attendance (Pipal):

Julie Pipal – Chairman
 Craig Slocum – Vice-Chairman
 Eric Jensen – Secretary/Treasurer

Keith Bird – Member
 Jim Escobar – Member (7:40)
 Dave Winder – Member
 Tammy de Weerd – Member
 Dan Basalone – Member

Todd Lakey – Counsel
 Ashley Ford – Project Manager

3. Confirm Agenda (Pipal):

Pipal: I would like to ask for a motion to move item 11, the Broadway building construction update to immediately following the consent agenda, prior to going into the action items.

Slocum: Do you want that just as a motion when we confirm the agenda?

Pipal: Yes.

Pipal: So I would entertain a motion to confirm the agenda with the change that I requested.

Bird: I move that we have one item to change on the agenda, which would be item 11 be moved to 4b. With that I move that we approve the revised agenda.

Pipal: It would be – it would be 4e. Okay, we have a motion –

Slocum: Second.

ALL AYES. MOTION CARRIED.

4. Approve Consent Agenda (Pipal):

- a. Approve Minutes of October 26, 2011 Regular Meeting**
- b. Accept Treasurer’s Report and Notice of Bills Paid**

- c. **Accept Public Relations Report**
- d. **Accept Project Managers Report**

Bird: I move we approve the consent agenda as published.

Slocum: Second.

Pipal: Motion and a second. All in favor say aye. Opposed same sign?

Pipal: Oh, wait, we need a roll call vote. For the record Member Escobar has joined us.

Roll Call Vote: Slocum, aye; Bird, aye; Basalone, aye; Winder, aye; Escobar, aye; Pipal, aye.

ALL AYES. MOTION CARRIED.

4.e Broadway Building Construction Update (Moved from item 11)

Pipal: We have moved our Broadway building construction update. Bob would you like to join us?

Goodwin: Bob Goodwin, for the Wright Brothers. The last 30 days, we have completed the electrical final inspections on the second floor – HVAC final inspection, fire and sprinkler and cut in's in the ceiling grid and tile – (inaudible) gypsum on the floor covers, door frames, doors, hardware, cabinetry, ceramic tile, plumbing trim, (inaudible) and accessories, the elevator installed, gas piping, (inaudible) frames and glazing on the interior, completed the brick veneer on the north, west and south sides of the building. Furnished concrete in the parking lot along with curb and gutter and sidewalks around that east section parking lot and on the first floor we have completed the framing, electrical, rough in, HVAC rough in, gypsum paint. About 50 percent on the ceiling grid and should be finishing that up pretty quick and then we have the ceramic tile on the restrooms should be finished up today – what we have left on the ceramic tiles should be completing here – next is the break room on the north side of the lobby on the southeast corner and then the cross hallway to the center of the building – second floor what we have left to do is the window covering, paint touch up and final cleaning. We have got the MEP trims, ceiling grid and tile, floor covering, ceramic tile, cabinetry and accessories. HVAC start up scheduled for Monday the 14th and then the remainder of final inspections for the temp C of O. I know we spoke before about the folks on the second floor in that complete ingress egress out to the building – and the elevator for the temp C of O for occupancy on the second floor. Spoken with the elevator inspector and he is on line for the 14th to do his inspections (inaudible) elevator installer that they have a pre check list that we have to go through and so we are going down through those items and getting them finished up so that when the elevator inspector comes out it should be just a quick inspection and shouldn't be any issues. Spoke with ACHD as far as final inspection for the occupancy. They don't do a temp C of O. We have got the irrigation boxes and the piping coming out and should be starting to be delivered today. We started on that as far as having the curb and gutter along Broadway and then at the alleyway as part of the right of way – we might have to bond around those items that are left in the right of way, we will try and get the paving, the curb and gutter in those sections done, but how close that irrigation box is on the side of the curb and gutter, we are afraid we won't get enough separation or (inaudible) might end up undermining the curb and gutter (inaudible) blocks that have to go in. There would be a bond around that and when we get ACHD's approval for a permanent C of O for the building. We have got the brick pavers, started laying on the site yesterday and that will start going in today. We have got the tree wells around the parking lot on the east side. Got those boards so we will start getting the brick paver installed. We have got the ped ramps at the

corner of 2nd and Broadway and will get buttoned up here the next couple of days. Got the walk off mats that are supposed to show up anytime for the entry into the lobby, the southeast corner and the main entry on the west side and get those excavated and get the resets of concrete in, walk off mats in for the ingress and egress there. If for some reason we have a problem with the truck, it doesn't show up as far as ingress, egress what we will do is go ahead and pour those panels back in and that way we will have the ingress, egress. That way if we have to go that route, we will pull the panels out like on Friday afternoon and I will have to check and see if the (inaudible) working days are, I don't think they work on Saturdays. We will tamp it in if it comes down to that so we can get that inspection and then pull them out and be ready to go and put the grates back in. Other than that, a busy week. We have got paving scheduled Friday and we will pave the parking lot on the east side of the irrigation lateral and then as much as we can to that alleyway for the right of way.

Pipal: Bob how do you feel overall things are going just as far as the timing schedule?

Goodwin: Extremely tight. They are getting it and working long hours and getting it knocked out. I am pretty confident on – like I said the second floor is pretty much done, just some touch up and window coverings and that. The elevator is on a schedule, which is my biggest concern. We had a hiccup last Wednesday afternoon. I got a call from Century saying that they back ordered your telephone line, so I have been scrambling ever since to get an answer out of them as far as – what they had designed was a pull unit, 54 cable and nobody had any – the utility subcontractors didn't have any, Qwest didn't have any, we couldn't find any and so I was trying to get an alternate with either two 25 foot cables or a 75 foot cable something so we could get you a phone line in for your fire and elevator and I finally got an answer out of them yesterday morning that they redesigned it for 100 pairs and it is just a matter of getting an answer out of them when the subcontractor will be out to punch down the phone lines. As soon as that is done we can tie in the phone lines, the fire alarms, security, the elevator and get those lines out and test them. As far as the temp C of O for COMPASS, I think we are good there.

Pipal: Good. Thank you.

Goodwin: Definitely no room to breathe, I know that.

Pipal: Any other questions from the board?

Lakey: Just one item that you could clarify for me? So we are getting the irrigation box and things in this week, paving for Friday; does that mean the entire parking lot is going to be paved?

Goodwin: No, what we talked about in order to get the – to meet the parking requirements that MDC needs was what we are getting is we got the – when you come off of 3rd Street into the alley, you have your lane access into your parking lot, there is the two planter islands on each side of that entry, we are taking from the point of the radius on the western planter, straight across the parking lot, so you will have your main ingress, egress out of your parking lot and then I believe there is like 15 or so parking spaces on that end, 15 or 20.

Lakey: Will that be over the top of that replaced irrigation line or is that --?

Goodwin: No that is to the east of that irrigation lateral. That gives us a little room against that easement in order to get trucks in and out digging out the pipe.

Lakey: When do you think that that will be done? Will we be able to get that done this season?

Goodwin: In talking with Nampa Paving, they have enough work lined up provided that the weather holds out to go – they are planning on staying open until Thanksgiving.

Lakey: And we will be ready to go by then?

Goodwin: It is going to be tight. We are going to push for it, but it is going to be extremely tight. It should take three to four days from what I have been told by my excavator, maybe six or seven, to put the boxes in and get it tested and approved and then put back the – definitely push on the curb and gutter along Broadway and the curb and gutter along the alleyway and so we can get those established as quickly as possible and try and meet the cut off with the paving. If we don't make it as far as that last little bit of paving, what I have asked them to do is put together a price for either graphs or recycled asphalt, which is a pretty good base – if you can get just a little bit of heat on it, it is even better. But you can lay it down and hit it with the rollers and that will give you a pretty good base and it doesn't have as many (inaudible) coming out of it as the regular road mix, so the cars wouldn't be tracking across it all winter taking it onto the concrete (inaudible).

Lakey: So that would be kind of a solution until it is finally paved? And then pulled out and repaved over or is it paved over itself?

Goodwin: No, because we would have to build it up to the same elevation as the asphalt and the (inaudible) concrete. We would have to pull that material out.

Lakey: Thank you. Just having that alternate parking agreement with the Masonic Lodge should catch that.

Goodwin: Right and that was our focus was getting those parking spaces on that east side, so you wouldn't need that agreement.

Lakey: If we could get that done that would help definitely.

Goodwin: Landscaping, we would have to bond around the end of scaping, trying to get the prices out of the landscaper as far as (inaudible) the planting material through the winter and in the spring bring it out.

Pipal: Any other questions? Thank you.

Pipal: Before we go into the action items, I think we have some legal matters that we need to discuss, so I would entertain a motion to go into Executive Session per Idaho Code Section 67-2345 sub (f).

Basalone: So moved.

Winder: Second.

Roll Call Vote: Slocum, aye; Bird, aye; Escobar, aye; Winder, aye; Basalone, aye; Pipal, aye.

ALL AYES. MOTION CARRIED.

Executive Session per Idaho State Code 67-2345

Bird: I move we come out of Executive Session.

Slocum: Second.

Pipal: All in favor?

ALL AYES. MOTION CARRIED.

Lakey: No decisions made in Executive Session.

Pipal: Okay that is correct.

ACTION ITEMS

5. Change Orders for Erstad Architects

Bird: Madame Chair I move that we continue item 5 until our next scheduled meeting.

Ford: May I ask for clarification –

Pipal: First do I have a second?

Slocum: Second.

Ford: One thing that we were going to talk about is we heard at the last meeting that there most likely will not be the regularly scheduled meeting for this month due to this holiday, do we want to return on a date certain or discussion now?

Pipal: If I understood our conversations there were a couple of other things that may come up –

Ford: We would have a special meeting most likely for those.

Pipal: There were some things that will require our decision prior to –

Ford: -- the end of the month.

Pipal: -- so let's have that discussion when we know everything that we have got to discuss.

Bird: That would be the Wednesday before Thanksgiving?

Ford: Yes, the Wednesday before Thanksgiving.

Slocum: So are we looking maybe to amend the motion to the next – I guess it would still be the scheduled meeting –

Ford: I am sorry –

Bird: That is why I said that.

Pipal: He did not say regularly, he said next scheduled meeting.

Ford: Okay, I am sorry, I misheard. That is why I was wanting to make sure in the motion.

Pipal: Okay, so we have a motion and a second. All in favor please signify by saying aye. Opposed same sign?

ALL AYES. MOTION CARRIED.

6. Ratify Vice Chairman's signature on Integra Telecom license agreement

Ford: What you have in front of you, it wasn't part of the packet, but when it turned into a PDF and then went to printers, for some reason it turned it sideways, so you do have a clean copy of the entire license agreement separate from your packets. This was an agreement that was time sensitive and we had the vice chair after the last meeting sign this. This is for the COMPASS VRT building and for their telecom and a license agreement was needed to be able to do some of the borings underneath the alleyway, etcetera. So what Counsel Lakey suggested we do is to just have an agenda item to ratify the vice chairman's signature on the agreement.

Lakey: This is an agreement that will transfer rapidly to COMPASS VRT once they occupy the building, this goes to them and I reviewed this with their counsel and he was comfortable with everything that was in there.

Pipal: So we just need a motion to ratify?

Lakey: A motion to ratify the signature.

Bird: I move that we approve the ratification of the vice chairman's signature on the Integra Telecom license agreement.

Basalone: Second.

Pipal: A motion and a second. Any discussion? All in favor say aye. Opposed same sign?

ALL AYES. MOTION CARRIED.

7. Early Occupancy Agreements and Form of Purchase and Sale Agreements and Alternative Parking Agreements with COMPASS and VRT

Lakey: I put those on the agenda just in case of my optimistic – we are not quite ready on the agreements. I can give you an update maybe on counsel's report where we are at on things. But that is something that will hopefully along with the item 5, that we will have ready for the next scheduled meeting at the end of the month.

Pipal: We have a motion to continue and will hear about the details with the counsel's report.

Slocum: I move that we would continue item 7 until the next scheduled meeting of the board.

Bird: Second.

Pipal: We have a motion and a second. All in favor? Any opposed?

ALL AYES. MOTION CARRIED.

8. Split Corridor Phase II Lighting Discussion and Potential Decision

Ford: I am going to invite Mr. Tim Curns from the city to come up. Did you bring the handouts?

Curns: I have a few notes.

Pipal: Identify yourself for the record pleas.

Curns: Time Curns, Meridian Public Works Department.

Ford: So vice chair Slocum would you like to give an update as to where we are while I hand these out?

Slocum: Sure. Throw me under the bus for heaven's sake. I think we discussed at our last meeting that Ashley, myself, Tim and Laurie had met to discuss some of the site lighting that had been designed by Stanley Consultants for phase 2. Concerns that were discussed from a design standpoint where that lighting was going as at the south end of Meridian Road and also as we looked at costs of the number of poles and I guess that probably is what Tim is going to discuss here this morning is options on spacing, location and also type of lighting and maybe even pole heights as we discuss whether we want those lights to be exactly what we have today to the west of us on City Hall and Bank of the Cascades as well as a block here on Broadway that has been done. Is that a pretty good overall picture?

Ford: So as you all know I have been participating with these issues with the city and coordination meetings associated with the split corridor (inaudible) construction of the split corridor, the lighting standpoint, but also for the lighting design, obviously. We do have the CDBG grant for \$50,000 – I think for the lighting design. One of the things I don't think the board was ever crystal clear on is the cost in order to enter into this lighting plan. And (inaudible) for 81 light poles is approximately a half million dollars, about (inaudible) and that was the cost solely on MDC. Where the (inaudible) we can look at reduction of potential costs and one of the ways to reduce these costs is to reduce the number of light poles. The reason we have that number of light poles is due to our design (inaudible) issue with the city is (inaudible) and what is the best use of the public dollars? Are we willing to look at other options and so knowing that ACHD is interested to get some budget numbers to work with because they are going out to bid next summer for the entire project, we are just trying to figure out what we can do and wanted to have this conversation with the board because this is our standard. Our estimate if we were to look at different spacing amounts would probably reduce the number of poles by about 30, I believe is what we came up with. We reduced it from the 60 foot spacing to a 100 feet and that is something that we were looking at as well too and just entertaining that idea. So, Tim jump in where – or if I left anything out?

Curns: Sure, I think first of all for the plans that you have in front of you is what was received from Stanley before their local office closed. So I think one of the first things we looked at when we got together here recently was ways of maybe shaping some parts of the project off or maybe even splitting it into two pieces to make it more affordable. As you can see on the first page for reference there the left side of that page is Franklin Road so this is going up Meridian Road from Franklin. There is a portion going up towards where the crossover meets back with Meridian Road, that lighting was included on, so it is kind of an appendage if you will of lighting, going down Meridian Road and the main set of lighting is going through the cross over and up the five lane portion of Meridian Road, up past City Hall and all of the way to Cherry. So that was one thing that we identified as possibly, that could be removed from the projects (inaudible) since this is not particularly an entrance way to the downtown area. It is actually south bound traffic – it is not within the streetscape design boundary area of the downtown core, I guess you could call it. So just by doing that reduction is about 12 or 13 lights, so that is about roughly \$80

if you go by the numbers from the estimate. Furthermore if you were to split it up into two phases like you were talking about possibly phasing from the crossover area to Pine as the first phase, then that it makes it more in the \$200,00 to \$250,000 range – instead of the whole \$500,000 chunk of lighting. So that is just without making any changes to spacing or lighting type or anything of that sort. The current spacing is at 60 feet is what the maximum is called out in the streetscape design guidelines, there is actually a small exception to that to what has been installed already, which is the Bank of the Cascades frontage on Meridian Road. There is two light poles there. There is one essentially down here towards the corner and one up by the alley. That is a 90 foot – I went out and measured that this morning. It is a 90 foot spacing and then of course what is across the street is 60 foot. So we don't know exactly what the engineering assumptions were in this design. It is not information that we have, but I am assuming that they used the (inaudible) designing lighting guideline, for with a sidewalk area would recommend not having less than .2 foot candles which is just kind of a measurement of light put on the ground. I went out and (inaudible) in the dark and the midway point between those two 90 foot space poles is about .4 foot candles so that is still meets the minimum guidance levels – if I come over to this side and measure halfway between the 60 foot spacing of the poles and then I get a reading of about 1.5 foot candles so, that is a lot of light in the 60 foot spacing zone. I mean it is certainly – something that you could look at is increasing the spacing to a point where it is still within advisory levels, but of course there is that judgment call too on how much light you really are looking for in the downtown area. It is also important to keep in mind – I noticed this morning in considering that that there is all of those tree wells out there too, so at some point the trees will be light enough that really no matter what spacing you have you are still going to have dark spots, fairly dark spots on the sidewalks and areas. I guess those are just some things to consider. One other item, too, the city has procured funds through the recovery act to retrofit the existing streetlights in the downtown area with energy saving technology and so some of the lights are going to LED and that is kind of underway now – the decorative lights that are existing out here would be changed out to what is called an induction type fixture so it is actually close to the color of what you see above you in the fluorescent lighting, so that is something that we have talked about as well and have talked about originally when this project kicked off was should the assumption for the new lighting of the split corridor be the traditional high pressure sodium lighting or should it be induction lighting to match what is going to be retrofitted around the City Hall building for the energy savings purposes. If you do that it does mean that you probably wouldn't want to stretch your pole spacing too much further than what the existing 60 foot is. I don't have data from the factory to really help us at this point to figure out what ideal spacing is, but just a kind of quick estimate I would say if you are going to stretch spacing with those type, you probably wouldn't want to go any more than about 75 feet so you could still stretch it a little bit further. That is a little tidbit of information.

Slocum: Tim do you want to bring up the page two – I assume the red is your comments on the Stanley drawings? We had discussion, if you could kind of walk through the shift to the other side question?

Curns: Sure on the second sheet one thing that I had noticed in the design that might be something to consider is that the initial part of the crossover there, so the north part of the potential north bound traffic coming into that crossover is faced with having the lights directly on the outside of the curb, which at a 35 mile hour speed limit is a pretty good chance that some of those poles are going to get knocked out at some point by somebody just because the way things go, people don't always stay on the roadway. Now when they leave the roadway they go to the outside of the curb, so one thing that I would recommend might be good would be to move that section to the inside of the curb and also you can see on the plans that that triangular land has no sidewalk on the south side of it, so it is not really lighting the sidewalk. The sidewalk is actually on the inside of the curb anyway and it is also a location where ACHD will

be pulling conduit for their lighting which could be utilized as a power source. So that was one other item that we discussed.

Pipal: Member Basalone did you have a question?

Basalone: Well only if the presentation is finished.

Curns; Just kind of giving you information and then any questions you have.

Basalone: Yeah, I see you label as 12 foot historic pole. Is that the same pole that we have around the City Hall?

Curns: Correct.

Basalone: And that is the kind of lighting that would go in for the length of the project?

Curns: Correct.

Basalone: Okay and you mentioned this is a three year project, Ashley?

Ford: We are looking at phasing in order to –

Basalone: At three fiscal years?

Ford: In order to bring up the dollars because we can't –

Basalone: So that half million dollars or so that you referenced as the total cost would be spread over three fiscal years?

Ford: Potentially if we could work out a phasing plan that the board creates – initially it was always anticipated we would have done it in one swoop. That is a half million dollars and that is more than half our annual budget.

Basalone: Then my last question had to do with the lighting that you mentioned – the foot candles or the brightness and so forth – is that based on esthetics or is that some safety issue that we need to consider?

Curns: The 60 feet that is currently in the design guidelines, the streetscape design guidelines – I actually don't know where that 60 feet came from exactly. I know from what Ashley's predecessor has told me that it was an engineering analysis done to determine that spacing, but I know that there are different assumptions that go into that –

Basalone: So to your knowledge there is no safety requirement that you have to have so much lighting along a sidewalk strip or something like this?

Curns: There is a minimum that is advised by Ashtow and that minimum for sidewalk area is usually .2 foot candles. You don't ever want to have less than that in any area.

Basalone: So that 90 foot length is not the –

Curns: Correct.

Ford: Basically we just wanted to get this in front of the board. We have been trying to work on (inaudible) and try to get some clarification on a number of these items and had some conversations with the Stanley Consultant's office – we are taking over the remains of the project, and just trying to get some sense from the board especially because there are some guidelines in terms of the spacing, how the board would like to moving forward – my main concern all the way through has been the cost and in talking with a couple of board members I don't think (inaudible) the cost as the location of the design and that we would be solely responsible for those costs and so as we are trying to start moving forward I would certainly like some recommendations on what you would like us to start looking at, some analysis to bring back, just knowing that timing is a little bit sensitive with the bidding process for ACHD.

Pipal: Do we have a deadline when they want our --?

Ford: He has been asking for numbers for the last 30 days. So their bid packages probably need to be put into place completely by next April in order to go out the beginning of June.

Curns: That is the timeframe I am aware of.

Ford: I don't know anything differently. So I think we probably need to make some decisions by early January at the latest. Unfortunately I wasn't part of the discussions with the streetscape design standards and I don't really know a lot of background other than what is in place. If you have anything that can help us understand from the board members that work here, would be helpful as well. Unfortunately I think that is two of you.

Pipal: Well just generally speaking, when you set out standards to go and make exceptions for yourself is –

Ford: That was a huge deal.

Slocum: Yeah we had that discussion.

Pipal: Well it appears we did not hold the Bank of Cascades to our sign standards, but better somebody else than ourselves.

Slocum: Madame Chair for the record, we were establishing those standards as the Bank of the Cascades project was taking place. So it was kind of hand in hand at the time.

Pipal: I would really be interested and I don't know about the rest of the board, but to see what that phasing proposal would look like because we do want to create that atmosphere downtown that we have been talking about and I would like to see what that would look like, but I wouldn't know how – is this removal?

Curns: That was just a note that I made on there that we had had the discussion about possibly removing that segment from the project scope.

Pipal: Why?

Slocum: From a design standpoint it doesn't make a lot of sense. You almost need to see the overall aerial – it is where Meridian Road would turn to one way south and it is kind of a natural ending point for that more pedestrian scale street lighting.

Basalone: Although we do have this historical lighting in front of the speedway, which is south of Franklin and our urban area does extend all the way to the freeway, so there could be a valid reason for continuing the lighting down but I agree in terms of the scope of the project, what you are saying, Craig, but I think eventually if you are looking at the totality of the district we would probably want the same lighting all over.

Slocum: Just for clarification the phase one that we see participated in the lighting and landscaping those poles are actually much higher and spaced farther apart –one was a cost issue and two was a concept that is more of a different environment from the downtown and I think it made logical sense. When we met the other day we did discuss that if we were to remove those areas that Tim has indicated, we are left with as you come into town you have got the street lighting to about the end of the speedway and then you don't have it past the park and you won't have it until we would start the crossover, so there would be a gap there that at some point and time we would need to deal with.

Basalone: I wasn't disputing that Craig, I agree with you in terms of the scope of this project here. I was just trying to make the point that eventually as far as you know ten years into the future, you would want to see this whole area be unified in some way.

Pipal: I guess I would just be looking from the board some general direction for these folks to bring us something so that we could actually make a decision on and make a recommendation to us.

Basalone: Related to our budgets as we currently know them.

Lakey: Can I ask a question --?

Pipal: Of course you can.

Lakey: If we remove those are we going to have to put in some other type of lighting in there?

Curns: No, it is outside of the area where if a development were to come in they would be – if a development came in that area, they would not be required to put those lights in either. It is outside of that downtown core area defined in the standards.

Pipal: I think ACHD has their lighting standards required to have that. So it would be the lighting for the street portion, not necessarily – do we want to look at phased over three years with budget numbers and removal of this portion from the project? Do we want them to keep it as is? What is the pleasure of the board?

Ford: The other option if I may interject is to also look at other alternative funding options as well. So other CDBG dollars (inaudible). I met with a representative with CTAI, the Community Transportation Association of Idaho. She gave me about 33 or 34 entities of funding organizations for transportation projects and I have not had time, given everything else we have going on priority wise to delve into it, but there may be other funding opportunities to find funding. So if the board would like me to look into those as well I can and see what options might be available.

Pipal: I think we want to just look at the budget numbers that would be first, if you wanted to backfill with seeking grants, we don't have a lot of time to determine, I think we better plan on paying for it out of our budget and then backfill with maybe look for those grants that we could determine later.

Basalone: Going back to your suggestion, could we get three options? One come back with the cost for it as laid out completely as shown, one without the section that is disputable and then one with the 90 foot spacing even though that would require a change in design if maybe something budget wise we may have to consider so at least we have three options to go by?

Pipal: Based over the three years?

Basalone: Yes, based over the three years. How we would budget it over a period of time.

Bird: I don't know how we are going to get through three budget years, not with the schedule that ACHD gave us – they are not going to take three fiscal years to –

Ford: No, we would just have to go back in at a later date and that is more expensive.

Bird: And that is where your expenses come in.

Curns: I guess, too, another bit of information on this. The Highway District, with most of their projects they install empty conduit and injunction boxes along the back of the sidewalks, so no matter what you decide for phasing, the conduit and conjunctions boxes will already be in along the back of the sidewalk and for installation you would just have to install your pole bases and poles on the back of the sidewalk and connect it into that conduit.

Pipal: Maybe include when you can bring it back to us the repercussions of not doing it all at once and so we know what our liabilities are.

Curns: Certainly do get a benefit from ordering in larger quantities.

Slocum: Just to clarify, Ashley and Tim, this would work as phase one did, the bid out as a part of the road work package and ACHD would manage and we would just reimburse ACHD?

Ford: That is one of the outstanding items of this one is an inter agency agreement between the two parties managing that work.

Pipal: Is there any chance that we could engage the city in this and reimburse them, if they -?

Bird: We could definitely talk about it.

Pipal: We are willing to commit the dollars and do that to be able to reap the benefit of doing it up front.

Bird: I just – I would like to see it complete when the project is complete because you keep going back and you have got the barriers and these people are going to be fired up already because you are shut down for eight months or a year, hopefully we are going to do a complete shutdown and do it that way. So that we are not doing it in phases, but anyway, it is something that we could talk about, yes.

Pipal: Would you do that and get back to Ashley?

Bird: I think Mr. Curns could probably take care of getting that started. I would prefer him to do it.

Pipal: Okay, if you would please see what kind of options might be available to us to partner with the city to do this?

Bird: And you can check whether enterprise or general can do it. I think general can do it. So we could take it out to the council probably.

Curns: I will check first thing with Finance –

Bird: Check with Stacy and if she starts having a heart attack, give me a call.

Curns: I can bring that information to the Council?

Bird: Yeah. Let's get some facts and figures before we come to the Council.

Curns: Any indication on feelings one way or the other on relocation of that one section? I know it is not perfect esthetic.

Pipal: Did you just volunteer to help him with the esthetics?

Slocum: We have met and I brought up the esthetics. The main reason I wanted to bring it up is at our last meeting we discussed the remnant parcels and they were fairly high on our priority?

Ford: They are in terms of the vetting the water into those parcels and –

Slocum: What that ultimately looks like and is. Functionally they belong on the other side. That is where the sidewalk is.

Escobar: I actually like them on the other side better. I think the view coming down is going to be nicer as you drive down the street if they are on the sidewalks.

Curns: Just that portion or the whole crossover, I guess?

Escobar: Just that portion.

Curns: Okay.

Pipal: Is direction clear, are we okay?

Ford: I think so, yes.

9. Ground Floor Renovation Change Orders and Other Scopes of Work

Ford: So in your packets (inaudible) however, notice I have something completely separate and I want you to use this instead because this has all of the most updated change orders and discussion items for the Ground Floor tenant improvements. So I am just going to walk through this and I am going to ask my two subcommittee members Dan and Craig who are here to chime in at anytime. So update on the building progress. Initially substantial completion was supposed to be November 15th but because of the number of change orders that we have in front of us and given that the committee has recommended approval of most of them, the substantial completion date we moved to November 22nd assuming all of the change orders are approved today. The committee met on Friday afternoon and apologies to the committee

members for a late Friday afternoon meeting, but we did make the decision that we are going to by the end of November rather than extending this into December, so the landlord has been notified. Given the timing and the moving of the substantial completion date by a few days, final building walkthrough won't be until December 7th and they are aware that we would probably in the building before the final walkthrough occurs, there is some risk in that of course, but at the same time we should be okay and work around that. Just to remind everybody that the original Ellsworth Kincaid contract was \$53,674. We have nine change orders in front of you today and they are all in this packet. Change order 1, I went ahead and approved because it was only the amount of \$200 and it was something that at that time, we were (inaudible) these other change orders and two to keep the project moving and so I have approved, change order one to replace a nonworking main water line valve and it was \$209. Change order two – I don't know how many of you have walked through the building, but that building there is a lot of hard water issues and two of the toilets are to they could not be cleaned and they tried every sort of industrial agent to clean them and they just look awful so the committee is making a recommendation to replace two of those toilets, which is a total of \$1,300.39. Change order three when Gwen and I were picking out paint colors for the interior, at one point they said well do you want to have an accent wall? Well yeah, that sounds great, not realizing that it would be a change order, so they did give us a change order, the committee is recommending denial and in fact the interior is mostly painted at this point and it is mostly one color. So we are recommending denial on that change order. Change order four – basically where the network and the video camera equipment all sit, does not currently have a door that locks and so the committee's recommendation is we put a door on there with a lock in order to make sure there is no vandalism and that is in the amount of \$669.74 and that committee recommends approval of that. We also looked at the opportunity to put a door between the area of the main entrance and then going back into the area where we are going to have all of the cubes just because one of the biggest complaints of the noise that when there is a large event, but we have worked out a solution to help buffer that noise so the committee is recommending denial of change order number five because we are going to work that out in a different way. Change order number six is to dismantle the current cubes that we have and put them back together in the building because of requirement issues that go along with those cubes, the committee recommends approval in the amount of \$1,084.56. Change order seven, I think most of you know they have those two glass offices and this is to dismantle and reinstall these walls that is in the amount of \$1,307 and have recommended approval. We have three white boards that are built into the walls that we would like to have moved, so the committee has recommended approval of that amount \$371.80 to be able to do that and then the committee recommended instead of looking at a moving company that if they are already moving our cubes, can they just move the rest of the equipment that we have from the existing building into the new location and they gave us a change order to move the furniture and it is \$656.41. We did make a couple of calls to the moving companies and that was going to be closer to the \$1,000 mark, so this seemed like a pretty good reasonable deal. So the total recommendation of change orders, not including the change order five, comes \$5,421.27. So we can work through all of this and come back or if you all want to make a recommendation now we can certainly do that.

Basalone: Can I recommend that Ashley go through the other two and then we consider everything at one time?

Pipal: Yes.

Ford: So moving costs for the technology, Gwen has been working with and this is how I have been utilizing her, just because she has a real good sense of all of the technology that is involved with the building, so we have been working with Matt Wheeler from the Network Company and he has been working through with TW Telecom and Clear Voice in order to

coordinate everything that is going to need to occur to move technology, so the cost for our network company is at \$4,971.24. TW Telecom is right at \$500 and you will notice in the bid that it refers to the amount of \$1,419.82. This is referenced to what we already pay each month and this is the amount that we have had the conversation about a number of times that we can't get out of this contract until June of next year, so I just wanted to be clear as to what that \$1,400 was referencing. Clear Voice telecom are monthly reoccurring costs at \$69.60. The one time (inaudible) cost for the move is \$143. The bit smart bids is for the security system of the doors to move that and reinstall and also for the camera system as well so there is two different numbers associated with this part. The total of that is \$2,117 for a total of \$7,856.84 for a technology move. Moving down to the moving costs for the Ground Floor signage, Yesco was the sign company who actually installed the sign initially so to remove it and reinstall it is a bid of \$500. A couple of other items that I just wanted to bring up for discussion – I am working with a subcontractor EKC on obtaining Idaho Power energy products, so by just changing out the lights that were a part of the plan, we will get a reimbursement check of approximately \$1,040 just by making that change and we have already submitted all of the paperwork for that. The lighting change will save MDC roughly about \$1,400 a year just by changing out the lights, so that is a cost saving for the District so that is awesome. I am going to talk about the leasing rights separately and I am just going to move down to again, our total for Ground Floor renovation budget fiscal year 2012 was \$50,000 and we were already over that when we approved the EKC's contract, so the amended budget recommendation is EKC contract at \$53,640. The contract addendum is at \$5,421.27 The technology relocation is at \$7,856.84 and the signage relocation at \$500 make this a total amended budget recommendation of \$67,452.11 and today is pretty crucial I get back to EKC on those change orders to be able to keep our timing in place.

Pipal: Did you look at where the additional \$17,000 would come from in the budget?

Ford: Honestly because we are still trying to figure out the COMPASS VRT and the additional dollars and where they are going to be coming from, what I would recommend is we put \$20,000 aside for property acquisition this year, I can't really see where MDC is going to honestly be purchasing any property. I would suggest maybe we reallocate those dollars.

Basalone: Yeah, as a member of the committee can I have a few comments to add some rationale. I think the use of the \$20,000 from the land or property acquisition is appropriate because the vast majority of this additional cost is really going into equity in that bank building and what we were looking at is are we going to keep that building or are we tearing it down and building something else and there has been a lot of discussion in the past about what to do with that property. Right now it looks like the most feasible thing is to keep the building to maintain it appropriately and have it occupied and then if necessary in the future you could sell it as an entity that has equity and this does increase the equity value of that property. There is only about \$3,000 to \$4,000 of assets directly related to Ground Floor in terms of moving, signage and that type of thing, which we feel we will recoup through the (inaudible) telecommunications costs or the savings from the energy that was referenced and also as you could see, which Ashley really hasn't referenced yet, the increase to value of the space for the Ground Floor for \$400 of a large office that is now available, the \$250 for the smaller offices and where as right now all of the cubicles are at \$99 and so we can get tenants in there that are going to be paying more because they are going to be getting more value. So we feel that that would be recouped and so that was the rationale behind saying that this was a reasonable \$14,000 increase.

Pipal: Any more questions for the committee members? Ashley do we have something in front of us for the --?

Ford: I have all of the change orders, 2-9 in here along with all the bids for as allocated in that. They are not necessarily – with the change orders I would sign as the owners' rep, the rest of it I just approve the amounts and they will bill us.

Pipal: You are asking the board to approve the allocation of the funds for the change orders recommended by the committee?

Ford: Yes.

Pipal: And do we just need to do that by a motion counsel?

Lakey: I think that is fine to approve the change orders as recommended.

Basalone: I move that we approve the change orders as recommended by the subcommittee.

Escobar: Second.

Pipal: A motion and a second, any discussion?

Roll Call Vote: Slocum, aye; Bird, aye; Escobar, aye; Winder, aye; Basalone, aye; Pipal, aye.

ALL AYES. MOTION CARRIED.

Bird: We will need to draw up a budget amendment of what we are to change and get that forward unless you want to – we probably won't have that many budget amendments will we? Probably make it known and then bring all of them forward in August – that would be my – to do it one time a year. But let's make a note of it.

Slocum: Do we need, Ashley, formal approval of the technology bids and costs as well as the signage?

Ford: That was all included in the motion.

Bird: He just said change orders.

Slocum: Yeah, all I got was change orders out of Member Basalone. For clarification your motion was for the change orders for EKC or did it include the whole thing?

Basalone: It was for the whole thing. I am sorry, if I said change order, I meant for the Ground Floor tenant improvements as listed.

Escobar: I concur.

Bird: My vote agrees.

Pipal: Are we all in agreement? Yes, okay. Thank you for that clarification.

10. Website Maintenance Proposal

Ford: I do know back in the spring we consulted on websites (inaudible) maintenance provider. One of the things that was a (inaudible). What we ended up doing at that point is we had Red Sky PR, the PR side of it managing it and making sure that the website was being retained.

Because we did not renew that PR contract, we now no longer have regular maintenance and as transparency my biggest concern is making sure that we have everything up to date. I asked for a proposal to be able to provide those ongoing services and so basically what it is is uploading up all the meeting agendas and minutes; uploading all the content as provided by me; I don't anticipate anyone but me doing the content development and then any other special projects that we as a board decides and directs me to direct them to do. So, monthly website services limited to a maximum six hours a month. I don't participate that it will ever be quite at that, probably more closer to the two to three hour change, but I wanted to give a little flexibility in case we did have a special job. I was looking for an approval – I had a conversation with Commissioner Escobar, because I wasn't sure how the subcommittee wanted to handle this and he pretty much told me to take the reigns and so this would be my recommendation is that we just maintain the status quo they we have for several months. It has been working so far and just make sure that our website it currently up to date, especially as we get public information requests.

Escobar: I think this fits perfectly with what we need and so I am in approval and agreement with what you put together, it keeps our website up to date, but it also doesn't allocate all of our website dollars, so we have a potential of saving some money or doing special projects as we so choose as a board.

Pipal: Do we interpret that as a motion?

Escobar: I move we approve the letter of agreement as provided by Project Manager Ford.

Slocum: Second.

Pipal: All in favor signify by saying aye. Opposed same sign?

ALL AYES. MOTION CARRIED.

Pipal: Is there an original I need to sign?

Ford: Yes, I will get that to you.

Slocum: I know we just made a substantial effort to keep all of our contracts in a similar format content, does this need to be addressed in that manner or is this --?

Lakey: If we want to be consistent then it probably does make sense to put this in the standard form agreement, but it is a pretty abbreviated brief, so it is kind of a policy question. This is sufficient, but it doesn't have all of the other terms that we would like to have in termination and so on – it does have a 30 day termination clause, but it does have some of the other standard language we like to have. Counsel's recommendation would probably be to put it into the same standard agreement, but that is up to you. The terms would be easy to fold into it.

Pipal: If everyone is in agreement we will just direct counsel to put it in the correct form.

Lakey: The chairman would be authorized to sign that so you wouldn't have to take it back in front of the board, if that is what you would like to do?

Bird: I would go for that.

Pipal: Okay, thank you.

DISCUSSION ITEMS

11. Broadway Building Partnership Update (Ford):

Ford: The public hearings that we have on Tuesday at City Council so you have to be really nice to me for the condo plat and then on Thursday evening in front of the Planning and Zoning Commission for the Conditional Use Permit for the stand alone parking lot. I have not received the staff report at this point and time, but are in constant communication with the staff and working with Counsel Lakey and Ron Ballard to try and get as many of these agreements, shared parking for example that we could get in front of the planning staff just to knock off conditions as quickly as possible. Trying to work with Wright Brothers right now and they are not being as responsive as I would like them to be and we are trying to get updated budget numbers because we need to go back and work with Washington Trust to update our construction budget and part of that also includes negotiating with Erstad and trying to get some solid numbers to put in front of them. So that is an ongoing challenge, but working towards trying to get that in front of the bank next week.

Pipal: Next week?

Ford: It may be just that in terms of Erstad's standpoint, it may have to be an estimate at this point and time and just go with that. We may not know hard numbers. Todd do you have anything -- ?

Lakey: I can give you my update in my counsel report. The alternate parking agreement is pretty close if not there. The others will take a little bit more time, mostly on my end not being able to get to it yet, but Brian has given me a draft.

Pipal: Ashley any updates on the potential request for a change order?

Ford: That is part of what I am trying to get (inaudible) right now. Still trying to get some hard numbers for me and the last time we talked he said well we will just assume around \$50,000 but that doesn't really give me much to work with.

Pipal: Our partners are here, is there anything you want to add? No, okay, anybody have any questions?

Bird: Jeanne how many months' rent have you had to pay out there?

COMPASS REP: So far we have paid three through November.

Bird: When do you expect to get reimbursed?

COMPASS REP: The way that the agreement is written it will be deducted from the purchase of the building at the time.

Bird: Okay.

Pipal: Thank you.

Bird: When does these three months – is it the first of December – you have paid up through the first of December?

COMPASS REP: Yes.

Bird: So you have got September, October and November?

COMPASS REP: Correct.

Bird: Okay, thank you.

Pipal: Any other questions? No, okay, counsel?

12. Counsel's Report (Lakey):

Lakey: Okay the agreements that we have in the hopper – as I mentioned the alternate parking agreement is pretty close. Mr. Ballard has accepted my proposed changes back and also those related simply to the nature of the agreement that we have with the Masonic Lodge, but it is not exclusive, it is temporary, but other members of the public can park there at the same time, so it is not utilized much, so we don't anticipate any problems, but we had to tweak the agreement to that affect. The early entry agreement, the terms will still moving through that and just to layout a couple of the concepts, the first one being in relation to COMPASS, there is obviously an advantage for us to have them move in as soon as they can and save us those additional \$10,000 chunks on rent. The reservation agreement doesn't require that they move in until closing, so essentially they are giving us a benefit of moving in early. We had the early move in scheduled for I think it was November 17th or 18th, the issue that we ran into those was our lack of comfort in Wright Brothers being done by that date and then being able to get the temp CO and move in. As I discussed it with Matt, we couldn't give them a guarantee that we would be able to be in and they had to give notice to their landlord that they would be out early by the end of October – if they were going to be out in November, they had to let their landlord no then. To do that they would have to pay a \$4,000 early exit penalty under their agreement and COMPASS was willing to bare that expense, but they needed an assurance that they would be able to be in by then and we couldn't give them that. So what ultimately agreed, let's move the early entry back to December sometime. Matt said that they would bare that \$4,000 cost that they were going to have to pay that they don't have to pay in December, essentially knock that off of our \$10,000 for December, so we are not having to pay the full \$10,000 we would have to, it would be \$4,000. And then they are in sometime in December when the building is ready. They can schedule their move-in in relation to the temporary CO that is coming. So that is kind of where things sit with COMPASS.

Pipal: Just for clarification that they agreed to the \$4,000 that they were willing to pay the landlord into December's and so we would still pay the \$6,000?

Lakey: The \$6,000, yes.

Pipal: Just for clarification.

Lakey: So that is where the early entry sits with COMPASS. We still have to negotiate the terms of the agreement and right now Brian has it where we bare the risk of any loss or damage, we provide insurance while they are in there and some of those details need to be worked out obviously if the damage is caused by COMPASS then we wouldn't be responsible for that, but I have to check with ICRMP on insurance and what is covered and I will let you know all of those details. Similar agreements in relation with COMPASS – that savings of \$10,000 is essentially awash, they are not proposing to pay any rent until closing – between the

time they go in and closing. Because we are saving those \$10,000 per month that we have to pay them until closing. So no rents is being proposed to be paid by COMPASS and I assume we are okay with that or I would throw that out for a discussion if you are not. Otherwise, they could just say sorry we really don't want to move in until we are closed and then we are stuck with the \$10,000.

Ford: We will have to work that out with the bank as well, too, because I think that the bank had some level of expectation of rent as well too – I think they are willing to work on that too, but I think there was initially that they thought there would be some level of rent.

Lakey: They are bankers and they asked about that, I don't know if they said we had to.

Ford: No, they just said that it was something they wanted for consideration for. So that is something that we will have to work out as well, just to clarify.

Bird: Todd, when do you think closing will be?

Lakey: The close – as soon as we get the condo plat all done and approved, I think within ten days of that.

Ford: Based on the timeframes that we have been getting back from the surveyor and everybody who has been involved through the process were calculating probably mid February at this point?

Bird: Mid February?

Lakey: Knock on wood, we are going to kick, scratch and claw to make that happen.

Ford: Oh, yeah, absolutely.

Lakey: What we don't want to have happen is to go back in and extend our financing and mess with that whole public process with the bank.

Bird: My biggest concern is that we don't allow anybody to move in there until the building is finished. We don't need to have tenants in there and still trying to do work.

Lakey: I don't think anybody wants to move in until they have that temp C of O. Once you have that CO then everybody is happy to go in and the temporary nature of it is you have got some unfinished items that need to be bonded or whatever, but it can be occupied by then by the public.

Bird: But all of the bonded items will be exterior not interior?

Ford: Correct.

Lakey: Unless there are any little punch list items, I don't know.

Bird: Punch list better be done before you move in. It is hard to do punch list items over desks and employees.

Lakey: So we will work towards that. Right now we don't have a set move in date. We are still waiting to see – it doesn't sound like we necessarily talked to Wright Brothers about extending the entry time for COMPASS yet.

Ford: I do not want them to know that.

Slocum: Absolutely not.

Lakey: We are on the record, so if they check the minutes, we are there.

Ford: No, I have not volunteered that information to them because I want this project –

Lakey: Yes, we want to keep them on track. They have a contract and liquidated damages and things and they are trying to avoid, too, so we want to keep that on track.

Bird: What is that date?

Ford: November 15th at the moment.

Bird: Start getting ready to get liquidated damages.

Lakey: So Wright Brothers is moving along at a good clip. That is the terms we are looking at generally for COMPASS. VRT there is a similar agreement proposed for them for early entry. They are under their current lease a 60 day notice to vacate their current premises. With that in place I don't know if there is much difference by the time we close and by the time for their notice to be in. I don't know, as I discussed with Brian if there is any possibility on that. The other issue being the current agreement proposes that VRT not pay any rent either. With VRT there really isn't any benefit that I see, but it is up to you, for them moving in early other than getting in there and getting started and that is a good thing for them and I guess everybody in a general way, but I would be inclined to say well you are paying rent there, well pay us the same rent here if you are going to move in early. But again I am not sure if we can pull off an early entry much different with that 60 day notice clause anyway. So I don't know what your thoughts on rent and that would be something to propose back and take it back to their folks as far as whatever the discussion was – but we still have to work out the details on insurance and liability and that kind of thing. If the possibility does exist – like I said it is so close it is almost awash, but if closing does for some strange reason, heaven forbid then maybe it is a good thing to have an early entry agreement in place in case we want to make it happen.

Pipal: I will say that from being involved in the discussions regarding COMPASS we were able to do that offline and discuss the details, maybe that is a good approach to also take with VRT and then just come back as Todd has done with COMPASS. We will still have to talk about the rent issue, but in none of the discussions was, do I recollect, that we ever suggest that COMPASS would pay rent, because it was always on MDC to complete the project to keep them because of their budget, to keep them from having to pay rent in their current location. So there were different circumstances going into that one than we have with VRT. I would suggest that we do the same thing and get further details and maybe just clarify that there wasn't any plan for COMPASS to pay rent and then work on the VRT separately.

Lakey: Okay, we will work through those behind the scenes with the chair and try to get it back to you – it sounds like we are going to get an agreement in place and just see whether it needs to be utilized or not.

Pipal: So do we anticipate counsel that those were things that would need to be finalized at a special meeting?

Lakey: Hopefully if we have it done by the end of this month, so whatever our special meeting is. If counsel's opinion is sought, the later the better, so it could be the week after Thanksgiving, but again, we will try and work with the schedule for that special meeting. That would be the time we consider the Erstad amendments as well, but that would give us enough time between Brian and I and you all to make sure it is ready for recommendation.

Ford: We do have five Wednesdays this month, too, so we do have an extra Wednesday.

Lakey: But if you put a day on there, we will work our best to get it done by then and just trying to be conservative and those things take a little longer. The agreements aren't terribly thick. There is some modifications to the form of the purchase and sale agreements as what we ultimately signed as far as the purchase and sale of the property. Those changes are essentially being made to reflect our current situation, they were different when we first anticipated going into things as far as review periods for approvals after condo plats and review of the title report and that sort of thing. So I don't see anything really significant there. Brian has taken a look at the title report after they filed their initial objections and it doesn't seem like there is anything significant or surmountable in there. The condo plat will change the title report as well. So that will be a change right at the last minute, but we didn't see anything that was of concern. That is all I have unless you have questions.

Pipal: Any other questions for counsel?

Bird: I have none.

Pipal: Do you have anything that you want to bring up under your project manager's report?

13. Project Manager's Report (Ford):

Ford: Just one thing a letter – (inaudible) as a separate attachment and a letter that came in the mail from the Redevelopment Association of Idaho and just to bring up the old urban renewal district's discussion again. As you know we have chosen not to participate with the RAI, although last year we went on our own and proposed separate legislation, however, in this letter they are trying to figure out who is going to be their members and dues, etcetera and so I just wanted to put this in front of the board to see if you all wanted to be participants of the RAI moving forward this year. I did happen to run into Scott Turlington yesterday off chance and I think everybody is feeling pretty confident that there is not any legislation this year (inaudible), I think everybody is thinking next year may be a completely different scenario, but right now not hearing a lot of buzz. But I just wanted to put this out for consideration and see if there was any specific direction? No, okay.

Pipal: Thank you for informational purposes.

Bird: My mind hasn't changed since last time we approached this.

Ford: I am still on the mailing list and still get all of the emails.

Winder: May I ask a question since I haven't been here, what are the issues with this?

Pipal: Oh, my this might be a side discussion. I think just fundamentally we have really tried to listen to what people are saying about their concerns with the urban renewal; we have been cast as out liars in discussion, you know as far as forming associations rather than getting to the root of the issues, we generally tended to just try and deal with the issues and we have had for the last two years, we have hired a lobbyist to represent Meridian's interest in opposition to where these folks were and it just hasn't seemed like a really good use of Ashley's time or our time. Did I accurately reflect that and there is much more detail, but that is for a side conversation probably.

Winder: Okay, bullet points.

14. Chairman's Report

Pipal: Okay, I don't have anything unless anyone else does for the good of the order.

Basalone: Are we going to consider eliminating the meeting before Thanksgiving and having a special meeting the Wednesday after Thanksgiving?

Pipal: We can consider that. November 30th, I will not be here. So I would actually prefer if we could do it maybe the week before, I don't know if counsel could do that.

Ford: That is the week of Thanksgiving.

Slocum: That is our regular meeting, the 23rd.

Pipal: Well I was – how quickly do you think you can get those things together?

Lakey: I think I can get my comments back to Brian by the end of the week. It has been a slow process with their turn around too. That would be optimistic, I think we could have it done by then. I am not saying it is outside the realm of possibility, but –

Bird: Julie are you going to be here around the 28th or 29th?

Pipal: I will be in Twin Falls.

Ford: What about the 1st or 2nd? Would that work for anyone?

Lakey: My only need on those agreements is just to have them signed before they moved in and we have talked about some time in early December, so the 1st or 2nd would still work, I think for their time.

Bird: How about for Andy – and of course the building should be completed by then.

Ford: You have final walk through at that point (inaudible).

Pipal: Could we do the 1st, Thursday?

Lakey: Would it be a morning or afternoon?

Ford: Whatever works for everybody's schedule.

Winder: Thursday or Friday for me works.

Lahey: I have got something in the morning Thursday, but Joe could be here if that is what works best.

Slocum: I am available for either morning or afternoon Thursday.

Ford: Are you other gentlemen okay?

Basalone: Yes.

Bird: I am.

Pipal: I prefer morning, so if we could do Thursday morning that would be –

Ford: I will confirm that we can get this space.

Bird: If we can't get this space we can always use the Council Chamber's conference room or chambers and put signs up that say there is a public meeting. So 7:30, Thursday, the first of December? Okay.

Slocum: No meeting on the 23rd.

Ford: Correct.

15. Adjourn the Meeting (Pipal):

Slocum: Move to adjourn.

Basalone: Second.

Pipal: All those in favor say aye. Opposed same sign?

ALL AYES. MOTION CARRIED.

(AUDIO ON FILE OF THESE PROCEEDINGS)

APPROVED:

JULIE PIPAL, CHAIR

DATE

____/____/____