

May 2, 2012

A special meeting of the Weston County Commissioners convened at 10:12 a.m. with Chairman Tom W. Bruce presiding. Because of a large crowd the meeting was moved upstairs to the District Courtroom. Present for the meeting were Commissioners: Tom W. Bruce, Marty Ertman, Randy Rossman, Lenard D. Seeley, Jerry Shepperson, County Clerk, Mamie C. Krank, and County Attorney, Donald B. Hansen. The purpose of the special meeting was to discuss the Weston County Event Center. Chairman Bruce announced that the meeting would be audio recorded for future reference. Fran Lehman was present to audio record the session.

Also in attendance: Kyle Gillette, Schutz Foss Architects; Jerry Hunt, Weston Engineering; Dave Spencer, Wyoming Business Council; and Bob Bonnar, News Letter Journal.

Weston County Event Center

Weston County received a Settlement Agreement and General Release from Travelers Insurance on behalf of Paul Reed Construction, Contractor, for the Weston County Event Center. The settlement agreement was received via email. The Board of Commissioners previously reviewed the settlement agreement with Donald B. Hansen, County Attorney. Mr. Hansen explained that the settlement offer named both Paul Reed Construction & Supply Inc. and Dan Hart Patrol Service, LLC. The offer was for payment of compaction grouting (mud jacking) to be completed by Hayward Baker Geotechnical Construction at a cost of \$69,080.00. The offer specified that Hayward Baker would be hired by Weston County. Once the compaction grouting was completed and within twenty days, Weston County and Paul Reed Construction would inspect the building to determine damage repairs for the interior only, with no mention of the buildings' exterior or any other damages. If an agreement could not be reached, the dispute would be arbitrated by a lawyer named in the offer. The lawyer would determine which offer to accept, and no future claims would be allowed. A motion was made by Commissioner Seeley, seconded by Commissioner Shepperson, to reject the proposed settlement agreement from Paul Reed Construction & Supply Inc. and Dan Hart Patrol Service, LLC, on the basis that it is not enough money to repair the building and places liability on Weston County. Carried unanimously.

Kyle Gillette, Schutz Foss Architects, stated that the contract between Weston County and Paul Reed Construction as Contractor for the Weston County Event Center does not have a provision for arbitration. It specifically states that any disputes between the two parties shall be resolved with litigation. Mr. Gillette went on to state that the contract between Weston County and Schutz Foss Architects does have an arbitration clause. Discussion ensued. Commissioner Seeley questioned the structural integrity of the Event Center's iron framework because of the extreme movement it has experienced, beyond the problem of leveling the foundation. Mr. Gillette stated that the Event Center is a pre-fabricated building and is structurally engineered to move. It is his opinion that the Weston County Event Center does not have a structural deficiency. Commissioner Shepperson stated that the costs associated with the cosmetic repairs once the building has been stabilized as well as Weston County's loss of business are Paul Reed Construction's burden and not Weston County's. Commissioner Rossman questioned the timeline for the needed repairs and when the building would be useable by the county. Mr. Hansen responded, stating that Weston County would need to authorize Paul Reed Construction to complete the repairs necessary at the Event Center. Mr. Spencer stated that he believed Paul Reed Construction would be more motivated to complete the repairs correctly if they had to warranty the work. Commissioner Ertman stated that she wants to have a usable Event Center building which is what the original contract was for. Commissioner Ertman asked Mr. Gillette why Schutz Foss Architects did not send notice to Paul Reed Construction's Bonding Company. Mr. Gillette responded that he was not directed to do so. Commissioner Ertman stated he was directed to do so twice by the Board of Commissioners.

A motion was made by Commissioner Rossman, seconded by Commissioner Shepperson, to have Mr. Gillette contact Paul Reed Construction to complete the mud jacking at the Weston County Event Center at the expense of Paul Reed Construction; also stipulating that Paul Reed Construction must respond to the request from Weston County within one week. Discussion ensued. Mr. Hansen agreed to assist Mr. Gillette in drafting a letter to Paul Reed Construction regarding the foundation repairs and suggested including verbiage to state that Weston County in no way takes responsibility or warranty for any such work performed at the Weston

County Event Center. An Amendment to the motion on the floor is offered by Commissioner Seeley, to replace the term “complete the mud jacking” with the phrase, “correct and stabilize the foundation and sub-grade”. The Amended motion is affirmed by Commissioner Rossman and Commissioner Shepperson. Motion carried, as amended. Recorded votes are as follows: Yea: Commissioners Rossman, Shepperson, and Seeley. Nay: Commissioner Ertman.

The hour being 11:05 a.m. Chairman Bruce opened discussion to the public.

Ann Wehri commented that Weston County should not compromise and may need to pursue litigation. Ms. Wehri asked if there was a time limit on the Bond covering the Event Center. Mr. Hansen responded that the Performance Bond covers the building for a two year time frame, although there is a one year warranty on work performed once the building is complete. Kay Wright asked what would happen if the insurance company involved did not agree to complete the repairs as Weston County requested. Mr. Hansen responded that litigation would be the next step. Ms. Wright commented that Weston County should not settle for an inferior building. Commissioner Seeley addressed Ms. Wright, stating the Board of Commissioners felt the same way, and will fight to have the work done right or done over. Linda Engle requested the Bonding Company be contacted; stating the bond covering over \$800,000.00 is what the county will need to repair the Event Center. Amy Natchke asked if the Event Center Building is continuing to incur damage. The Weston County Board of Commissioners replied yes. Irene Ward requested the Commissioners contact the bonding company.

A motion was made by Commissioner Seeley, seconded by Commissioner Shepperson, to notice the bonding company involved in the construction of the Weston County Event Center today on Weston County letterhead. Discussion ensued. Carried. Commissioner Ertman wanted it noted for the record that the Board of Commissioners has called for notice to the Bonding Company in this matter five times.

Jerry Keeler questioned why Dan Hart Patrol had anything to do with the installation of water lines. Mr. Keeler asked if the water lines were properly pressure tested. Commissioner Shepperson stated that the Board of Commissioners was informed that the water lines were tested properly. Bob Bonnar, News Letter Journal, asked if the lines were holding pressure now. Dean Kettley, Fairgrounds Manager, stated that the water lines have been under air pressure since turning the water off to the facility and have held pressure of 60 psi for approximately three months now.

There being no further business to come before the Commission the meeting adjourned at 11:30 a.m.

Attest: Mamie C. Krank
County Clerk

Tom W. Bruce
Chairman