

May 21, 2012

A Special meeting of the Weston County Commissioners convened at 9:00 a.m. with Chairman Tom W. Bruce presiding. Present for the meeting were Commissioners: Tom W. Bruce, Marty Ertman, Lenard D. Seeley, Jerry Shepperson, County Clerk, Mamie C. Krank, County Attorney, Don Hansen, and County Engineer, Jerry Hunt. Commissioner Randy Rossman was not present for the meeting. The purpose of the special meeting was to discuss the Weston County Event Center.

A telephone conference call was made by the county to Kyle Dart, Attorney for Paul Reed Construction who was the contractor for the Weston County Event Center. Also present on the teleconference: Kyle Gillette, Schutz Foss Architects; Paul Reed and Tracy York, Paul Reed Construction.

Chairman Bruce announced that the Special Meeting would be audio recorded for future reference.

Weston County Event Center

Dan Murphy and Kyle Dart, Attorneys for Paul Reed Construction joined the meeting via conference call and stated that Dan Hart, subcontractor for Paul Reed Construction, was not represented in this conference call. Mr. Murphy stated that Scott McGaff was Dan Hart's Attorney, and Mr. McGaff had made revisions to a settlement offer originally drafted by Mr. Murphy. Mr. Murphy referenced a letter drafted by Don Hansen, Weston County Attorney, dated May 8, 2012, and requested the points of that letter be addressed individually.

Point #1. Weston County's objection to being the responsible party for the hiring of Hayward Baker or another contractor for work related to the repairs of the Event Center.

Mr. Hansen stated that Weston County feels no need to assume this potential liability. Mr. Murphy stated that this option was not in his original proposal.

Point #2. Weston County's objection to not allowing for an extension of warranty by Paul Reed Construction or another contractor for repairs to the Event Center.

Mr. Hansen questioned Mr. Murphy regarding the inspection completed by Paul Reed Construction's experts and if their findings revealed that compaction grouting (mud jacking) was the best solution to resolve the issues at the Event Center. Mr. Murphy agreed that Paul Reed's experts recommended compaction grouting, although the depth of the grouting was questioned. Tracy York, Paul Reed Construction, discussed compaction grouting and agreed that Paul Reed Construction should be responsible for the warranty and hiring of Hayward Baker or another contractor for repairs to the Event Center.

Point #3. Weston County's concerns over 20 day evaluation period following repair work to the Event Center, and if this is a sufficient amount of time.

Mr. Murphy will determine what basis was used to determine the time frame for the evaluation period and relay that information to Don Hansen, Weston County Attorney.

Point #4. Weston County's objection to repairing the interior only, there are exterior damages as well.

Mr. Hansen stated that there is clear damage to the exterior of the building and with no repairs the damage is continuing to occur. Mr. Murphy believes the request is reasonable and will discuss it with the insurance company.

Point #5. Weston County's objection to entering into binding arbitration regarding repairs to the Event Center.

Mr. Murphy stated that this portion of the proposal made sense to him, although it was not part of the original settlement agreement he had drafted. Mr. Hansen stated that he understood the concept, although Weston County's contract with Paul Reed Construction does not have an arbitration clause, and specifically states litigation as the means to resolve disputes. Mr. Murphy stated he would discuss the arbitration clause with Mr. McGaff. Mr. Hansen reminded Mr. Murphy that Weston County does not have a contract with Dan Hart, who was a sub-contractor for Paul Reed Construction.

Point #6. Weston County's objection to any waiver of claims or potential claims against Paul Reed Construction for issues related to the construction or repairs of the Event Center.

Mr. Hansen stated that the Fairgrounds Manager has kept a list of cancellations and loss of business; however the Event Center has been unusable for so long that people are no longer requesting rental of the space.

Point #7. Weston County's objection to any waiver of claims or potential claims against Hayward Baker or another contractor for work performed on the Event Center.

Mr. Murphy understands this objection and asked if there was a specific time frame the county was under to have the repairs completed. Mr. Hansen stated that the Weston County Fair is scheduled for the end of July 2012, and if the county could use the Event Center that would be ideal. Mr. Murphy stated he would contact Mr. Hansen no later than tomorrow. The Commissioners agreed that having the repairs completed correctly is more important than having them done quickly.

Rick Dunford, Planning & Zoning Board, requested the engineering study outlining the proposed corrections should be made available to Jerry Hunt, Weston Engineering, as Weston County's contract engineer; in time for Mr. Hunt to review the discrepancies concerning the depth of compaction grouting. Mr. Murphy agreed that information regarding the engineering study should be shared with Weston County and Kyle Gillette, Schutz Foss Architects.

There being no further business to come before the Commission the meeting adjourned at 10:04 a.m.

Attest: Mamie C. Krank
County Clerk

Tom W. Bruce
Chairman