



LUKE BRONIN
MAYOR

CITY OF HARTFORD

HARTFORD STADIUM AUTHORITY

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I. CHARLES MATHEWS
CHAIRMAN

Hartford Stadium Authority Meeting

Draft Minutes

A Special Meeting of the Commissioners of the Hartford Stadium Authority (the “Authority”) was held on Tuesday, January 5, 2016 at 1:00pm at City Hall, 550 Main Street, City Council Chambers, Hartford, CT.

A. Call to Order/Roll Call

The meeting was called to order by Chairman I. Charles Mathews at 1:06 pm.

Commissioners Present:

I. Charles Mathews, Chairman
Adam Cloud, Secretary
Darrell V. Hill, Treasurer
Oz Griebel

Ex-Officio Members Present:

Mayor Luke Bronin
City Council President Thomas J. Clarke II

Commissioners Absent:

Yolanda Rivera, Vice Chairman

Also present:

Sean Fitzpatrick, Incoming Director of Development Services, City of Hartford
Michael T. Looney, Director of Projects, City of Hartford
Lisa Silvestri, Assistant Corporation Counsel, City of Hartford
Josh Solomon, Owner, Hartford Yard Goats
Tim Restall, General Manager, Hartford Yard Goats
Joseph McEacharn, President, Eastern League
Kevin Greene, Owner’s Representative, IFG
Phil Couture, Owner’s Representative, IFG
Robert Landino – DoNo Hartford LLC
Jason Rudnick - DoNo Hartford LLC
Yves Joseph - DoNo Hartford LLC

B. Approval of Minutes

A motion was made by Mr. Hill to approve the minutes of December 1, 2015 and seconded by Mr. Griebel. The minutes of the December 1, 2015 meeting were unanimously approved.

C. Report of the Interim Executive Director

Mr. Looney reviewed the Interim Executive Director's Report and discussed the latest invoice from the developer and its component cost elements. Mr. Looney also reviewed the progress on the road work on-going along Trumbull Street.

D. Report from the Owner's Representative on Current Status of Stadium Schedule and Construction Activities

Mr. Greene presented the Owner's Representative Report on the status of the stadium schedule and construction activities.

Mr. Griebel asked Mr. Greene if he could share his perspective on the change order that had been presented to the City and the Stadium Authority for over \$10 million and reported in the media, and considering that over the past months' meetings one of the key questions had always been if the project was on budget and on schedule, why this claim was arising now. Mr. Greene explained that every month, IFG received a anticipated cost report from DoNo, and that in December the figure was roughly \$58 million, which was then adjusted through the use of contingencies and the application of fees. The number then ended up being roughly -\$800,000. Mr. Greene explained that the claim presented represented an increase of between \$5 million and \$7 million, which IFG was unaware of prior to the claim being published. Mr. Griebel asked if the claim was currently under review by IFG, and Mr. Couture explained that the claim was just a claim and was not a cost overrun, and that it would have to stand on its own merit. Mr. Couture expressed that it was IFG's intention to vigorously defend the City in regards to this claim. Mr. Greene also clarified for Mr. Griebel that IFG was providing counsel to the City as to its defense in the matter of this claim.

Chairman Mathews noted that IFG had not really answered Mr. Griebel's question. He stated that since the early Stadium Authority meetings of February and March 2015 that the Authority had been informed that the project was on time and on budget, except for around the April/May 2015 time period when the Authority was informed of the implementation of value engineering measures. Chairman Mathews believed that approximately \$4.5 million in costs had been removed from the project as a result of this exercise to get back on budget, and that as late as the December 2015 meeting, the Authority was still being told that the project was on time and on budget. He asked for clarification as to what had happened to get the project off schedule and potentially \$10 million over budget in such a short time span, and what was seen or not seen that led to this situation. Mr. Greene replied that IFG could only rely on the budget information and schedule provided by DoNo and Centerplan Construction because they controlled budget, design

and construction means and methods. He also noted that it was only after review of multiple iterations of Centerplan's Executive Summary schedule leading up to the date of December 18th did it become apparent that the date of substantial completion was going to be missed and would now be March 30th. Mr. Greene explained that the budget used for the December Owner's Representative Report indicated a budget of approximately \$58 million, which netted out to roughly \$54 million with the use of contingency and fees. He also indicated that there was a discussion from July 2015 wherein DoNo indicated that they would utilize other fees to cover any overages. He noted that the \$10 million claim was unexpected and IFG did not receive advance notice of it.

Mr. Cloud noted that he appreciated IFG's response but that he was not clear as to what constituted the \$10 million claim. He stated that he had also asked at previous meetings if the project was on budget and was told that it generally was with some small issues to be resolved, and that to go from a projected overage of \$800,000 to \$10 million was difficult to grasp. He asked for additional clarification from IFG as to what could have transpired to result in this change. Mr. Greene clarified that if the \$800,000 overage was being used as the baseline, the claim would actually be adjusted down to roughly \$7 million based upon the budget received from DoNo in December. He also explained that once the contingency was applied and fees committed to reducing overages based upon DoNo's December budget, that was how the \$800,000 figure was arrived at. He noted that he did not know why the claim was submitted at this time, but that the claim was over 100 pages long and still currently under review, so discussion of the specifics of the claim was likely not appropriate at this time.

Mayor Bronin asked if in the December report and previous reports, there was a recognition that the budget was being exceeded. Mr. Greene confirmed that this was the case. Mayor Bronin asked for confirmation that IFG assumed that these overages would be covered by reduction in fees and the use of other contingencies, and Mr. Greene confirmed this. Mayor Bronin asked what therefore was the difference between the overage indicated in the December report and the claim that was presented by DoNo to the City, and Mr. Greene stated it was approximately \$7 million.

Council President Clarke asked if IFG reviewed the budget on a monthly basis, and Mr. Greene indicated that IFG received a budget every month. Council President Clarke asked if IFG was unable to identify a cost overrun after reviewing these budgets. Mr. Greene noted that DoNo was reporting their anticipated costs. Mr. Couture noted that DoNo had a contract with a not to exceed amount, and that overages were assumed to be the responsibility of the design-builder. Council President Clarke stated that if there were red flags raised about the budget, was proper notification provided to the City. Mr. Greene stated no, but asked if the Council President was referring to DoNo. Council President Clarke clarified that he meant from IFG to the City. Mr. Greene stated that when the issue of budget overrun was brought up with DoNo on July 28th, that DoNo indicated that the overage would be dealt with through a reduction in their fees. Council President Clarke asked if those fees were identified, and Mr. Greene and Mr. Couture indicated that they were.

Mayor Bronin asked for clarification on the difference in the figures of \$58.2 million in the December budget and the \$63.9 million in DoNo's claim, and Mr. Greene provided an

explanation about the differences in the amounts of contingency funds identified by DoNo in their claim.

Chairman Mathews stated that to his understanding, there was roughly \$58 million in either costs or contractual commitments currently. Mr. Greene confirmed that IFG believed that Centerplan had committed for over \$57 million in contracted costs and other indicated costs. Chairman Mathews asked if this included soft costs, but Mr. Greene indicated that it included DoNo's soft costs. Chairman Mathews stated that as best as he could determine, the budget shortfall was somewhere between \$5 million and \$10 million but that it was not completely known yet, and asked Mr. Greene for confirmation of this. Mr. Greene responded that this was correct.

Mayor Bronin asked what IFG's confidence was in the revised schedule, and Mr. Greene indicated that IFG had not yet received the revised schedule. He noted that the various schedule summaries IFG had received indicated slippage in a number of areas, including critical path areas such as steel and exterior walls. Mr. Cloud asked what the role of IFG was in this project, and Mr. Greene stated that IFG was the City's representative and operated under the development agreement between DoNo and the City and the agreement between the Yard Goats and the City. Mr. Cloud asked about IFG's specific duties. Mr. Couture stated that IFG helped the City administer those agreements. Mr. Cloud asked how the \$56 million budget got to \$58 million, who reviewed it, and who approved it. Mr. Greene noted that no one is approving anything over \$56 million, and that the budget tracker submitted by DoNo represents anticipated costs, and that if they are overrunning, their fee is at risk. He also stated that no request for change order or claim had been received seeking to exceed the \$56 million budget, other than those paid for by the Team.

Chairman Mathews asked if the substantial completion date was now set at March 30th, and what was the probability that this date would be met. Mr. Greene stated that he thought it was a low probability based upon his observations, but noted that IFG did not have the most up to date revised schedule. Council President Clarke asked why IFG did not have the latest schedule. Mr. Greene said that it was not published or received for this month. Council President Clarke asked why it was not. Mr. Couture noted that there was a job meeting the following day, and he thought the schedule would be provided at that time. Council President Clarke asked if there was a set date when such schedules were to be provided, and Mr. Couture indicated that it was at the end of each month. Council President Clarke also asked if IFG had inquired as to why the schedule had not been provided yet, and Mr. Greene indicated that they had and that they were told it was being worked on. Council president Clarke asked if that was acceptable given the current situation and Mr. Couture indicated that it was not.

Chairman Mathews asked if all the project information that the Stadium Authority was receiving was coming from either DoNo or Centerplan, and Mr. Greene indicated that this was the case. Mr. Griebel asked Mr. Greene if it was the process that any change orders provided to the City would be reviewed by IFG and a recommendation regarding disposition of such change orders would be made, and Mr. Greene stated that this was the process. Mr. Cloud asked after such recommendations were reviewed by Mr. Looney, to whom did they go, and did they go to Mr. Looney as project manager for the City or to Mr. Looney in his capacity as Interim Executive Director. Mr. Greene noted that IFG would not stop a change order from going through, and that

the change orders were relatively minor. He said that such changes would be discussed with the City in any case. Mr. Cloud asked Mr. Looney if the change orders mentioned by Mr. Greene had been brought to the Stadium Authority. Mr. Looney responded that after he discussed these changes orders with IFG, he would then discuss them with the Director of Development Services. Mr. Cloud asked if the approval of such change orders occurred at the City staff level, and Mr. Looney confirmed that it did. Mr. Cloud responded that he found it challenging that these matters were being decided at the department level if the Stadium Authority was not privy to those matters. He asked what was the role of the Stadium Authority in regard to the current change order from Centerplan. Chairman Mathews noted that the earlier change orders did not exceed the guaranteed maximum price of the contract, and that if they did they would have come to the Stadium Authority. Mr. Greene confirmed that this was correct. He summarized the earlier change orders and the process of reviewing them. Mr. Mathews confirmed that every month when the question was asked if the project was still on budget, the answer was yes because the earlier change orders did not impact the guaranteed maximum price. Mr. Greene confirmed this.

Mayor Bronin stated that he thought a more accurate statement in previous meetings would have been that the project was on time and over budget, but that it was believed that the project could get back to budget through change orders and other contingencies. Mr. Greene noted that there was a significant value engineering process that had gone on, and that he did not believe that IFG had said that the project was on budget. Chairman Mathews stated that the question of whether the project was on time and on budget was posed to IFG numerous times by the Stadium Authority and was answered numerous times in the affirmative by IFG. Mr. Greene noted that IFG indicated that there were always cost reduction activities going on, and Chairman Mathews stated that he understood that. He noted that it had been represented to the Stadium Authority that approximately \$4.5 million in cost reductions had been made and that the project was on budget. Mr. Greene stated that at no time did Centerplan notify the City or IFG that the \$56 million budget figure was at risk.

Mayor Bronin asked what the explanation was for the large increase in the budget overrun, and if this increase was based upon information that had come to light in the last month or two or stemmed from information available since March. Mr. Greene stated that the scope of the claim was based upon the March 23rd set of documents. Mayor Bronin asked if Mr. Greene believed that no new information had become available since those documents. Mr. Greene reiterated that the claim was based upon the March documents, and described the approximately 13 changes that had been issued for the stadium plans. Mayor Bronin asked for clarification of team-directed changes. Mr. Greene described the design of the Dunkin Donuts concession stand that was being paid for by the team. Mayor Bronin asked Mr. Greene if any of the other changes could have increased the cost to the developer above what was intended, and Mr. Greene stated that Centerplan would have to respond to that. Mayor Bronin reiterated that he was asking for IFG's opinion on the matter. Mr. Greene stated that depending on the set of drawings being discussed, the cost could go up or down. Mayor Bronin asked again if any of the changes to the drawings could have increased the scope of work or budget for the developer, or if the cost increase was caused by faulty initial cost estimates being used. Mr. Greene stated that he believed it was the latter.

Council President Clarke asked if that was not alarming to IFG. Mr. Couture responded that the City did not control the architect, and that as a design-build contract, issues such as budget and schedule were up to the developer to control. He said that he was not aware of any other change orders. Mr. Greene stated that there had not been any City-requested changes. Mr. Cloud noted that IFG was indicating that changes had been made to the March set of plans, and asked who had requested those changes and were these changes the result of value engineering. Mr. Greene stated that it had been Centerplan, and that most of the changes made to the plans had been value engineering-related. Mr. Cloud and Mr. Greene discussed the number of value engineering items and their cost. Mr. Cloud asked out of the roughly 165 items, how many had been implemented, and Mr. Greene estimated about 42. Mr. Cloud asked who had decided to not accept certain value engineering items, and Mr. Greene stated it was DoNo and Centerplan. Mr. Cloud asked for clarification as to how this could be. Mr. Greene stated that not all the value engineering items came to fruition once they were costed out and explored. He said that when an idea came up, it was presented to the City and that at no time did the City reject a value engineering item.

Mr. Cloud asked what the team's role in the value engineering process. Mr. Greene described how the team sat in on value engineering meetings and objected to certain items. Mr. Cloud asked if the team had some sort of veto power over these items, and Mr. Greene responded that they did not. Mr. Cloud asked if when Centerplan took control of the design, which he believed was in June and not March, did they control the process. Mr. Greene stated that there were earlier agreements that gave control of the design process from the City to DoNo. Chairman Mathews noted that there was a legal issue of control versus access, and that it was an issue he wasn't sure could be resolved at this meeting. Mr. Cloud asked if Centerplan had control and there was a material change requested, did they have to accept any changes or could they say they weren't going to do it. Mr. Greene and Mr. Couture indicated that Centerplan did not have to accept any changes, or could demand that the City or the team pay for such changes. Mayor Bronin asked if Centerplan was obligated to accept any unfunded change requests. Mr. Couture stated that they did not. Mr. Cloud asked if there were ever any instances where this had occurred. Mr. Couture said no. Mr. Cloud asked if the drawings from March 23rd represented a \$56 million budget, or some higher amount. Mr. Greene stated that that question would need to be answered by Centerplan, as design was their responsibility. Chairman Mathews stated that logically, based upon the amount of value engineering that occurred, the March 23rd drawings must have represented an overage.

Mr. Hill asked how many stadium projects IFG had worked on, and Mr. Greene indicated that they had worked on over 30 such projects. Mr. Hill asked if the budget tracking project process described by IFG was typical of similar projects. Mr. Couture indicated that this process was different in that it was a design-build project where the developer controlled the architect and design team. Mr. Greene said that the budget tracking information provided by Centerplan was just a summary document and that was a lot that underpinned that summary that IFG was not privy to and had not seen since May. Mr. Hill asked who directed the completion of the design during the period of February and March, and Mr. Greene responded that it was DoNo and Centerplan.

E. Report from DoNo Hartford LLC / Centerplan Construction Company

Mr. Landino introduced himself and noted that several of IFG's responses to questions from the Authority were telling and required more documentation to support them, and then introduced Mr. Rudnick to conduct the presentation. Mr. Rudnick described the process of signing the Development Services Agreement and the Construction Agreement in February 2015, and the process of shepherding the design drawings to construction drawings. He noted that the Development Services Agreement specifically says that design control would be assigned to DoNo and Centerplan. He argued that design control was not assigned by the completion of design, and was completed by the City and the team. Mr. Landino described and read an email where the stadium architect asked IFG for direction on design changes that would reduce the cost of the stadium without including DoNo or Centerplan on this email. Mr. Rudnick continued that the assignment document stated that design was complete and that DoNo and Centerplan were only responsible for contract administration, and read directly from the assignment document.

Mr. Rudnick stated that DoNo and Centerplan compiled over 160 value engineering items designed to mitigate the budget impacts of the City's and the team's design, and Mr. Landino stated that the value of these changes was over \$13 million. He agreed with IFG that some items did not work out, but that these represented a very small percentage of the items. Mr. Rudnick stated that nearly two-thirds of the items were rejected by the City and the team. Mr. Cloud noted that he asked IFG who had rejected the items, and the answer was Centerplan, and that what Mr. Rudnick was saying directly contradicted what was said by IFG. Mr. Rudnick said that there were three parties involved in the value engineering process: DoNo/Centerplan, the City and the team. He stated that Centerplan would not have rejected items it proposed, as this was not logical. Mr. Landino noted that there were minutes and tape recordings of these meetings that could be reviewed by the Authority.

Mr. Landino confirmed that IFG was correct in that Centerplan had a design-build agreement, but that the completion of design led to a design that was significantly greater in budget scope, and that the over 160 value engineering items were intended to bring the project back to budget. He said that more was added to the building as time went on and there was a corresponding increase in budget. Mr. Rudnick stated that the City and team met with the design team without DoNo present and added significant scope to the project resulting in 16 sets of supplemental drawings. He used the recently developed design for the Dunkin' Donuts coffee cup sign to the scoreboard as an example of added items, although intended to be paid for by Dunkin' Donuts, that impacted project schedule. He noted that the delay in assignment and changes of scope undermined DoNo and Centerplan's ability to control the project budget and schedule. He added that following the buyout of trades and completion of the value engineering process, the stadium would come in \$10 million over budget to build out the plans provided for by the City and the Team in the March 23rd set.

In regard to communications with the City, since June DoNo had provided budget tracking information to the City that was intended to be part of the Stadium Authority's package and indicated budget variances. He reviewed an example of one of the budget tracking summaries. Mr. Rudnick noted that in June the budget variance was \$4.3 million, and continued to rise thereafter due to City rejection of items and the buyout of trades. Upon completion of the

buyout, he stated that DoNo notified the City of the situation and requested a working meeting, which was yet to occur. He stated that it was always represented by DoNo that budget could be maintained if the value engineering process and other cost reduction measures were accepted. He also stated that the delay in addressing and accepting the December change order by the City would inevitably lead to delays in the project schedule.

Mayor Bronin asked why DoNo would sign the assignment agreement if they believed it was insufficient to give them design control. Mr. Landino said they signed it because they needed to get the architect under their control. Mayor Bronin asked if at any monthly meetings did DoNo object to the assignment of design control, and Mr. Landino responded that they pleaded with City staff to get the assignment completed but that once it was done, the focus was on getting back to budget through the value engineering process. Mr. Griebel asked if DoNo should have raised a red flag about not having the assignment in place, and Mr. Rudnick responded that such conversations took place with City staff through the Corporation Counsel's Office. Mr. Griebel stated that DoNo proceeded anyway. Mr. Rudnick said that DoNo and the City proceeded in good faith in value engineering, but that the process was less effective than it would have been had DoNo been in control of the design team. Mr. Landino added that he agreed, and that there was a difference between IFG's opinion and DoNo's as to who had control of the design. Mr. Griebel asked for a review of the April 20th email from the architect. Mr. Landino said this email showed that the lead contact was between the architect and IFG, and discussed the cost differences described in the email about costs for steel and concrete. He said Mr. Greene rightly forwarded this email on to DoNo, but that the email was in essence contradictory to a design-build process. Mr. Griebel asked about the process of communication with the City, and noted that he believed that there was tension during the value engineering process, but that after the summer he thought things were moving forward better. He also asked if the Stadium Authority should have been asking more pointed questions at its meetings. Mr. Landino said that DoNo's data was a little different than IFG's, and that at no time was the deficit less than \$4 million of \$5 million, and that he thought this was clear. He added that DoNo offered to give up fees and contingency to help close the budget gap. However, after buying out the mechanical, electrical and plumbing systems, it became clear that the systems were far more elaborate and costly than originally planned. He concluded that this buyout did not occur until December, and led to the final variance being presented to the Authority at this time.

Council President Clarke asked if DoNo had received the Development Services contract between the City and the team. Mr. Rudnick indicated that they had received it the previous day. Council President Clarke asked if there had been any reconciliation efforts made to bring all parties together. Mr. Landino said they asked for it and would like to see it happen. He noted that DoNo had offered \$1.7 million in concessions and several other options. Council President Clarke asked if any of this had been presented to the City in writing, and Mr. Landino indicated that there had only been verbal communication at this point. Council President Clarke asked with whom at the City had DoNo been communicating. Mr. Landino indicated that DoNo had met with Mayor Bronin and his staff. Council President Clarke asked when could the project be expected to be completed. Mr. Landino stated that one way to improve the project schedule was to delay continued construction of the project by four to six weeks, which would save \$1.1 million to \$1.2 million and would lead to a mid-May completion. He said that one of the reasons a revised schedule had not been submitted was that DoNo was waiting for feedback from the

City regarding the current change order. Council President Clarke asked how many change orders had been submitted so far. Mr. Rudnick stated that there had been 20 change orders. The Council President asked how many of these change orders had been accepted, and Mr. Rudnick responded that approval had been received on four. He described it as a time consuming process, and stated that all previous change orders how now been wrapped up together in the most recent \$10.3 million change order.

Chairman Mathews stated that there had been much discussion about this most recent change order and DoNo/Centerplan's position over the previous few weeks, and that the presentation today was not new. He summarized DoNo's position that the situation was the Owner's Representative's fault and the City's fault, and that DoNo is at no fault at all. He noted that in his two or three trips to the construction trailer and other conversations he had, he would not have been surprised if someone said the project was over budget by \$1 million or \$2 million given the design-build process, but that a figure of \$10 million was much harder to understand. He said that the concept of saying that the City or IFG caused impacts to budget or schedule was easily fixed by way of change orders, and that he didn't understand why after being repeatedly told the project was on budget and on schedule that a change order was not requested earlier if the City or IFG was causing an issue. He also noted that if a change order was being requested for \$10.4 million, he assumed DoNo did not have this money, the City didn't have it, and the team was not likely to provide these funds, what was the way forward for the project. He asked DoNo why the Stadium Authority did not find out about the budget problems until December.

Mr. Rudnick stated that every month, the budget tracking report had been made available for review and that the numbers had always been clear and transparent. He said it was not possible to provide a final budget variance number until the buyout was concluded, which didn't happen until December. He also noted that the City, IFG, the team and DoNo/Centerplan had worked together for many months to reduce the budget variance. For the path going forward, he stated that DoNo had reached out to all parties to have the necessary discussions. Mr. Rudnick said that DoNo wanted to complete the stadium and build the rest of the Downtown North development, and that he was confident working together a path forward could be found.

Mayor Bronin referenced the earlier discussion with IFG related to the budget variance of approximately \$5.7 million, and noted that this was a result of the buyout being completed, not because of any change to design, and that the bids simply came in too high. Mr. Rudnick responded that that was not entirely correct, that all of the value engineering and supplemental drawings not issued through DoNo's direction made significant changes to the design encompassed in the March 23rd drawings. Mayor Bronin asked if those changes both offset any value engineering savings and exceeded the budget by \$5.7 million, and wasn't that simply a matter of bad estimating. Mr. Rudnick countered that that was not the case, and that a domino effect occurred when a small change in one area led to more significant impacts elsewhere.

Mayor Bronin reviewed an email from Mr. Rudnick regarding the assignment document, noting changes Mr. Rudnick had proposed that were accepted by the City, and pointing out that Mr. Rudnick had raised no issue about design control. Mayor Bronin asked Mr. Rudnick why he would sign a document if he believed it was not sufficient in giving design control. Mr. Rudnick stated that the "whereas" language in the document was taken from the Development Services

Agreement, and that the changes were finished May 8th but that the drawings had been completed March 23rd. Mayor Bronin asked if it wasn't the case that signing such document acknowledged acceptance of the drawings under a design-build contract. Mr. Rudnick stated that the document only assigned contract administration and that the City still owned the design. Mayor Bronin asked if DoNo was under the impression that there would be more funds available beyond the \$56 million budget, and Mr. Rudnick responded that that was why DoNo and Centerplan conducted value engineering. Mr. Rudnick and Mayor Bronin discussed the specifics of the value engineering savings and items, and whether all items needed to be accepted in order to achieve the budget. Mr. Rudnick stated that he never at any Stadium Authority meeting attested to anything that was untrue, and that the review of the budget tracking summary was a joint effort between DoNo/Centerplan, IFG and the City.

Mayor Bronin asked if the difference between the December 1st budget projection and the December 24th budget projection in the claim was not the result of any change in scope but that simply the bids came in higher than DoNo thought. Mr. Rudnick stated this was correct, but reiterated that the \$56 million budget was based upon 50% complete drawings, not the March 23rd set of drawings or additions thereafter. He explained the calculations behind the determination of the \$10.3 million claim. Council President Clarke asked who DoNo believed should bear this cost. Mr. Landino stated that the Owner made changes in design scope during February and March, and that DoNo was willing to donate certain amounts of fees and other funds to close the budget gap, but that other funds had to come from the other parties involved. He offered to eliminate DoNo's \$1.3 million development fee, and another \$400,000 of their construction fee. He thought that flattening out the schedule would also save \$1 million to \$2 million, and that there were other things they could do to reduce costs. He said that DoNo would not write a check to cover the cost of a problem that they didn't create, but that they understood the importance and value of creating the entire Downtown North development. Chairman Mathews noted that the City rejected DoNo's position that the City was at fault. Mr. Griebel asked what the ramifications would be if the roughly \$7 million budget gap was not bridged. Mr. Landino said that the project was continuing and that DoNo was working on a plan to determine what they could build for the money available. He noted that it probably wouldn't be a functional facility, that some additional funding was needed. He said the City could call DoNo's bond, but that was a time-consuming and terrible path to take. Mr. Griebel asked again if DoNo couldn't provide a functional stadium for \$56 million, and Mr. Landino indicated that this was correct. Mr. Griebel asked if the alternate plan would provide a facility that would meet minimum standards and the Eastern League standards. Mr. Rudnick said that a collaborative effort was needed to review every drawing to see what could be done, but that the stadium would have to be something less than what was designed.

Chairman Mathews stated that his interpretation was that DoNo was saying that they could not meet minimum requirements without additional funding, and that if construction continued until funds ran out, the City would end up with a stadium that would not be acceptable to other parties or possibly not even get a certificate of occupancy.

F. Hartford Yard Goats - Presentations from Team Ownership / Eastern League Representatives on Issues Related to Stadium Schedule and Construction

Josh Solomon introduced Joseph McEacharn, President of the Eastern League and Tim Restall from the Yard Goats. Mr. Solomon said that his team was committed to the City of Hartford, and it was of utmost concern that the fans be delivered what was promised. He also noted that what was designed had been approved by both Minor League Baseball and Major League Baseball, and that the developments of the past few weeks were extremely disappointing. He noted that the team needed to determine when they would be able to play at the stadium, and that this had impacts on other Eastern League teams and the Colorado Rockies.

Mr. McEacharn stated that he was upset, and that he had heard several things at this meeting for the first time. He said the best case scenario was more funding and an additional six weeks in the schedule. He noted that if the stadium didn't open, other parties were going to pay the price beyond those in Hartford. Mr. McEacharn stated that this would be very detrimental. He noted he was at the meeting to listen and that he had been intimately involved in the process of reaching the original agreement to bring baseball to Hartford. He stated that at the beginning of September he became more involved with the construction process, and that at the meetings he attended the issue of budget concerns was never discussed. In September, he was handed a schedule and knew that the schedule was in trouble. He stated he received assurances again and again about schedule slippage issues. In November when he returned, he stated that he saw the schedule was slipping further behind. Mr. McEacharn explained that he again returned in early December and he was handed a schedule that was concerning, and that he voiced these concerns. He noted that the construction team was given several metrics to track, and that he then reported to Major League Baseball about where the project stood. He stated that when he returned two weeks later on December 18th, the project had fallen an additional three weeks behind schedule.

Mr. McEacharn stated that credibility on schedule was lacking. He noted that four to six weeks needed was never discussed, and if it had been known in October, he could have helped more. He said that a certain project had been approved and needed to be provided. He also said that this project has not even come close to achieving any schedule presented by DoNo/Centerplan and that he had to plan for a worst-case scenario. He understood that everyone was frustrated, but he needed to know what could be done and when it could be done. He suggested that he would have to watch the situation and stress the urgency on a daily basis. He said he was taken aback by statements from individuals who had many chances to express schedule concerns to him about the status of the project and the options for going forward. Mr. McEacharn stated that he was offended and that he had been an open source for DoNo/Centerplan, but that he had been lied to and that the status of the project had been misrepresented to him.

Mr. Griebel noted that one option presented to realize cost savings was to shut down the project for the month of February, and he asked Mr. McEacharn and Mr. Solomon if there was a contingency plan if the completion date went out to June, and if there was a date after which no games could be played in Hartford in 2016. Mr. Solomon responded that shutting down for February was a very bad idea. He noted that the team had talked in early December about still being able to recover the schedule if it slipped a couple of weeks. As December went on, he stated that the team also looked at the implications of moving opening day out by a month. Mr.

McEacharn stated that the league does not postpone opening day. Chairman Mathews stated that it was very unlikely that opening day would be April 7th. He asked what was the latest date that opening day could occur beyond which there could be no baseball played in Hartford in 2016. Mr. McEacharn stated that he was disappointed that he had put the Eastern League in this position, and that he had no control over certain situations. He stated that baseball will be played on April 7th, and that he would have a plan for all 142 games for the Eastern League, but that he would not state a particular date after which the home season would be jeopardized. He also stated that the idea of shutting down construction for a month was ludicrous and had never been done in the history of minor league baseball.

Mr. Cloud asked Mr. Solomon if he was prepared to help offset the cost overrun, and if so, in what manner. Mr. Solomon responded that he had participated in the value engineering process and accepted changes, and beyond that he was the tenant and for the City to come after him for a failure on the part of the development team was something he was not able to even contemplate at this time. Mr. Cloud asked if DoNo could reduce items in the stadium design, and would Mr. Solomon accept them if it achieved a cost savings. Mr. Solomon stated that the design developed encompassed what was needed in the stadium, and that he wasn't sure the value engineering process saved money but might have actually added cost. He said that the team worked with Centerplan on the whole value engineering process, and that now was not the time to be removing elements from a stadium that was 50% constructed. Mr. Cloud read from the Executive Summary presented by DoNo regarding the assignment document. He asked if Mr. Solomon was part of the discussions around the design process for the stadium that DoNo claimed made material changes. Mr. Solomon stated that he was actively involved with the project since the beginning when DoNo took over design of the stadium around Thanksgiving of 2014, and that he did not agree in the least with DoNo's claim about control of design.

Mayor Bronin stated that he understood Mr. McEacharn's frustration, and that he noted that in the agreements there were certain minimum standards required. He asked for clarification as to whether the team was willing to accept any changes in design at this point. Mr. Solomon replied that if there was a minor change, he would still pass it through to ensure compliance with the agreements. He noted that there were a vast number of drawings that had been signed off on and went into great detail as to what was supposed to be delivered to the team. He stressed the need for the stadium to serve the City not just in year 2 or 3, but also in year 25. He noted that the team was open and willing to talk, but that all parties needed to stand behind what they had agreed to. Mr. McEacharn stated that he had an obligation to a wider constituency, and that there was an agreement with Major League Baseball with non-negotiable standards. He also noted that teams in the Eastern League had to have financial models that were logical, and that the City had a strong agreement with the league in terms of commitment to have a team in the City for the next 25 years. Mayor Bronin asked Mr. Solomon what he suggested for moving forward. Mr. Solomon said that everyone went into the agreement with their eyes wide open, and that people should be held responsible for what they contracted for.

G. Presentation from City's Office of Corporation Counsel: Possible Next Steps for Authority

Ms. Lisa Silvestri, Assistant Corporation Counsel, described the process outlined for handling disputes in the Development Services Agreement. She also noted that outside construction counsel had been retained to explore the issues associated with calling the developer's bond.

Chairman Mathews stated that delays could put the City in a position where baseball wouldn't be played in 2016, and that there would be ramifications for elements such as paying the debt service on the bonds. He stated that urgency was important to resolve the issues at hand, and that it really came down to figuring out how to infuse money into the project to complete it, and that the disaster would be not completing the stadium. He said that a date certain needed to be given to the team and the Eastern League. Mayor Bronin agreed that time was of the essence, and that what was at stake was that a substantial amount of money had been committed and that if the project did not get completed, upwards of \$400,000 per year in debt service would be placed on the taxpayers of Hartford. He noted that he had met with the team and the developer, and that he would ask all parties to come to the table again swiftly.

Mr. Griebel noted that there was no reference to the Stadium Authority in the legal documents, and asked for clarification as to what power the Authority had in terms of calling the developer's bond. Chairman Mathews stated that the Authority was working with Corporation Counsel and outside counsel to figure out this situation. Mr. Cloud stated that the Mayor made a good point about the domino effect of not completing the stadium in terms of paying debt service on the bonds. He noted that funds would have to come out of the General Fund if revenue streams were not realized

H. Review and Approval of Invoices

Mr. Looney presented Invoice #12 for consideration, noting that payment of this invoice was intended for work already completed to date on the stadium.

A motion to approve Invoice #12 was made by Mr. Griebel and seconded by Mr. Cloud. The motion was passed unanimously.

I. Old Business

None.

J. New Business

None.

K. Call to Public

Mr. Colin Dawkins stated that people had said the current situation was going to happen.

Anne Goshdigian said she felt bad for the Authority for what they inherited from former employees of the City. She asked that it be remembered that the taxpayers of Hartford would be paying the debt service one way or the other. She noted that the issue of building a stadium should have been put to a public referendum.

Councilman Larry Deutsch stated that he was grateful about Mr. Griebel's question regarding clarification of the roles of the City and the Stadium Authority. He also said that he appreciated Mr. Cloud's points on the stadium being the spark for other development. He asked if it was unusual for the owner of the team to refer to himself as the tenant, and noted that Mr. Solomon said that he would not contribute any additional funds to the project. Councilman Deutsch asked about the status of the supermarket and brewery in Downtown North. Chairman Mathews clarified that the Stadium Authority only had jurisdiction over construction of the stadium. Councilman Deutsch stated that he wanted to point out that there was more at stake than just the stadium. He also did not think that the taxpayers of Hartford had any more enthusiasm for paying more for the stadium, and that the issue should have been put to referendum.

Bernard Thomas stated that this was the first Stadium Authority meeting that he had attended where he felt the members had asked very tough questions. He noted that he was disappointed by the Owner's Representative, particularly in regard to their lack of clarity on information. He said he could understand why the team would be reluctant to put more money into the project given the lack of certainty about the project.

Arnold Veerasammy stated that he hadn't seen the community benefits report for this month. Chairman Mathews stated that due to the number of presentations for this month, the item was kept off the agenda. Mr. Veerasammy also asked how costs could be tracked going forward given that Centerplan was self-performing much of the construction work.

Evelyn Richardson stated her concern that moving quickly on construction could put at risk the hiring of Hartford residents and minority contractors. Chairman Mathews stated that the Authority was committed to building a stadium and had a firm commitment to resident and minority contractor hiring.

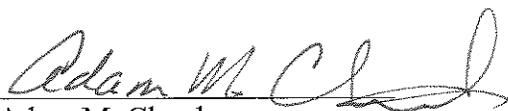
Janice Clemon stated that she would be working with Centerplan to address the concerns raised about resident and minority contractor hiring. She mentioned her new role in meeting with various constituencies in the City.

Rick Rothstein commended the Authority members for asking outstanding questions. He agreed that a sense of urgency was required, and suggested that the Stadium Authority hold another meeting in two weeks to come to a resolution of the issues.

L. Adjournment

A motion to adjourn was made by Mr. Griebel and seconded by Mr. Hill. The motion was passed unanimously. The meeting adjourned at 4:33 p.m.

Respectively submitted,

A handwritten signature in cursive script, appearing to read "Adam M. Cloud". The signature is written in black ink and is positioned above a horizontal line.

Adam M. Cloud

Secretary

Hartford Stadium Authority