

PUBLIC WATER SUPPLY DISTRICT #13
Minutes of the September 14, 2011
Regular Session of the Board of Trustees

The Board of Directors of Public Water District #13, Jefferson County Missouri met in regular session at 7:01 p.m. on September 14, 2011 at 5706 N. Lakeshore Dr., Hillsboro, Missouri.

Roll Call of Directors

The following Directors being present or absent as indicated:

<u>Name</u>	<u>Present/Absent</u>
Marilyn Meyer	Present
Rich Hirsch	Present
Rick Lippitt	Present
John Hindrichs	Present
Ken Jost	Absent

Also in attendance were Janet Hirsch (JWH, LTPOA Board member) and Carol Kline (CT, Treasurer).

Approval of Agenda

Motion was made by Rick Lippitt and seconded by Rich Hirsch to accept the agenda. On voice vote, all Directors were in favor of accepting the agenda.

Approval of Minutes of Past Meetings

The regular session Minutes of the August 10, 2011 meeting were emailed to the Directors prior to the meeting. Motion was made by John Hindrichs to approve the regular session Minutes as written. Second was by Rick Lippitt. On voice vote, the regular session Minutes were approved.

The executive session Minutes of the August 10, 2011 meeting were emailed to the Directors prior to the meeting. Motion was made by John Hindrichs to approve the executive session Minutes as written. Second was by Rick Lippitt. On voice vote, the executive session Minutes were approved.

Treasurer's Report

Invoices to be approved

Carol reported these balances on 08/31/2011: O&M: \$2,792.25, Escrow: \$791,458.45, Construction: \$104,061.29.

Seven payments were submitted for payment approval. These submissions are listed below.

Date	Category	Payee	Invoice amt	MO DNR 40% grant	USDA-RD loan
8/31/2011	Eng testing	Taylor Eng	1,604.83	641.93	962.90
8/31/2011	Eng admin.	Taylor Eng	6,082.26	2,432.90	3,649.36
8/31/2011	Eng inspection	Taylor Eng	16,890.96	6,756.38	10,134.58
8/31/2011	Construction	TGB Inc	283,511.02	113,404.41	170,106.61
8/31/2011	O&M	Faletti, CPA	62.50		
8/31/2011	O&M	Kimmel, accounting	408.80		
8/31/2011	O&M	AmerenUE	17.07		
		Total	308,577.44	123,235.63	184,853.44

Notes

- a) For this period TGB's billing the District for work completed (\$304,501) and material-on-hand (\$10,511). Since there is a retainage of 10%, the invoice amount is 283,511.02.

- b) TGB's payment is for 1,304 ft of 1.5" main, 5,490 ft of 2" main, 2,012 ft of 3" main, 75 ft of 4" main, 15 ft of spillway crossing, 15 installed and operational STEP systems, 4,225 ft of lateral lines, and an additional 14% of the WWTP completed.
- c) JWH calculated that as of August 31, 87.3% of the scheduled construction time has been consumed and 51% of the budgeted amount for construction has been spent (includes credit for stored materials).

Motion was made by John Hindrichs to approve payment of the above invoices. Second was by Rich Hirsch. On voice vote, payment of the invoices was approved.

Old Business

Homeowner's questions/problems/concerns, progress in resolving

JWH received a call from a homeowner in a wheelchair who had fallen into service line trench. Mike Larensen and Ron Rohm were there when JWH and RH arrived and they had already extracted the homeowner.

The board discussed the issue of leaving trenches unprotected if the trenches were to be left open overnight. JH: It's just like a tank, if the contractor is going to leave a hole open overnight, they should be protected with supported plywood.

At least one board member received a call from a homeowner that was supposedly connected and operational, while in reality there was a problem with the electricity being turned on in the control panel or disconnect switch or a valve was turned off. RH would tell Mike L. about this.

Construction update

JH reported: Fifty-five homes are hooked up as of 9/13; 300 ton of TP (middle) gravel have been delivered, while 800 to 900 ton are needed to finish all three sand filters..

Any large aggregate left over will be spread out around the plant to cut down on the amount of seed material that may sprout and clog the sand filters. This work will be described in a change order.

We have approval from MDNR to connect 80 homes to the one operating sand filter. Tim will contact DNR and try to get them to approve hooking up more homes. The manufacturer of equipment installed in the sand filter says one filter can support 102 full-time homes and since many of the homes on the north side are weekend-only homes, there should not be a problem connecting at least that many homes.

TGB expects the north side to be fully connected by the end of September.

Areas bypassed due to heavy rock would be trenched instead of bored, where yard restoration would not be a problem.

TGB is waiting for additional 3" main line. Pressure testing of main lines on the north side continues.

A homeowner at 7720 Lakemont chose not to install an electrical disconnect. Mike L. indicated that because of this, the gravity service line from the house to the STEP tank was **not** installed and the septic tank remains functional.

Final grading and seeding is supposed to start next week, weather permitting.

Sales Office Modification Update

The control panel is in place and the lateral line was trenched, not bored due to heavy rock.

No word on when the bored water line from the community house will be done.

WWTP Operator Hire -- resolution

A motion was made by John Hindrichs to pass a resolution to hire Frank Steward as our waste water treatment plant operator. The motion was seconded by Rick Lippitt. Motion passed with all directors approving. The resolution and contract are attached.

MM: Frank will start when we ask him to, possibly as late as Nov. 1. Frank will be at the wwtp when Orenco gives it's training session. Frank has already become an LLC as the district requested.

New Business

Billing issues

JWH: We're going to start billing in Sep. There were 15 houses hooked up in Sep. I suggest that a homeowner be billed starting the day after he is put online. Anyone connected in August should be billed starting Sep. 1.

JWH: Later, we can change when we send out the bills, but for these first few months, we plan to send out the bills close to the first off the month. Mike L. is providing a list of when homeowners are put online.

JWH: Jennie, our accountant, can get a scanner from Eagle Bank that will automatically scan a check and deposit the money into the bank. This device normally costs \$50 per month to rent or \$1100 to purchase, but because we have such a large account with Eagle bank, they will let us use the machine for free. We may have to upgrade Jenny's computer equipment though, to meet standards set by the bank.

JWH: We can also set up with Eagle Bank for automatic withdrawal. Jennie estimated that would likely cost about \$42/month to the district if we can get 100 people to sign up. For automatic withdrawal from customer bank accounts, there is a \$30/month fee to the District, plus a fee of 10 cents per payment.

A motion was made by John Hindrichs to allow Jennie to set up for "Automatic Payment" (ACH) and "Direct Deposit by Scanning" (RDC) and to find out if "E-billing" was possible. Motion was seconded by Rich Hirsch. Motion passed with all directors approving.

Sampling issues (when to start sampling, what to sample, sampling frequency)

RH: Frank Steward, our just hired WWTP operator wants us to do influent sampling at this time. I think that's a mistake for two reasons:

1) Waste is flowing into the recirculation tank, but there is not enough material in the tank to pump liquid through the sand filter, so an influent sample taken now from the recirc tank will not be representative of an influent sample taken next month or any month after that.

2) Normally, you'd like to compare the influent sample analysis with the effluent analysis. But there can be no effluent sample, since there is no outflow from the plant,.

The board consensus was to wait to start sampling.

Insurance issues

MM requested approval to renew the district's fidelity insurance for our treasurer and board president, which expires the end of Oct.

A motion was made by John Hindrichs to allow Marilyn to renew the fidelity insurance for treasurer and board president. Motion was seconded by Rich Hirsch. Motion passed with all directors approving.

MM asked for a clarification from our attorney about the phrase: "Any disconnection from sanitary sewer service shall be made after compliance with the provisions of all applicable Missouri statutes," in the Sewer User Rate Ordinance. Specifically, she wanted to know what MO statutes we must comply with.

Closed session pursuant to section 610.021, sub-section 1, RSMo 2004.

John Hindrichs made a motion to enter executive Session, under the Missouri Sunshine Law authorized by Chapter 610.021, Sub-Section 1 of the Revised Statutes of Missouri. The motion was seconded by Rick Lippitt. The Board was polled on going into closed session:

Marilyn Meyer: Yes; Rich Hirsch: Yes; Rick Lippitt: Yes; and John Hindrichs: Yes;

Closed session began at 8:22 p.m. and ended at 8:32 p.m.

Attorney's Report

There was no attorney's report.

Engineer's Report

There was no engineer's report.

Adjournment

There being no other formal business to come before the Board, a motion to adjourn was made by John Hindrichs and seconded by Rick Lippitt. Motion passed with all Directors in approval. Meeting ended at 8:40.

Respectfully Submitted,

Rich Hirsch
Recording Secretary

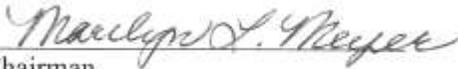
Approved this 12th day of October, 2011.

Secretary
October 10, 2011

Chairman

A RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE AN EMPLOYMENT AGREEMENT FOR THE SERVICES OF A WASTE WATER TREATMENT PLANT OPERATOR

BE IT RESOLVED by the Board of Directors of Public Water Supply District #13 of Jefferson County, Missouri, that the Chairman be and is hereby authorized to execute an employment agreement for the services of a waste water treatment plant operator. Said agreement is attached hereto and made a part hereof this Resolution.


Chairman

ATTEST:


Secretary

Date: 9/14/2011

SERVICE CONTRACT FOR WASTE WATER OPERATIONS

THIS contract for services is entered into on Aug. 30, 2011 by and between Public Water Supply District #13 of Jefferson County (hereinafter "Client"), and Frank E. Steward (hereinafter "Contract Operator").

WHEREAS, both parties agree to the terms and conditions of this contract as set forth herein, and deem it by far and reasonable and acknowledge that good and valuable consideration has been provided by both parties.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

TERMS AND CONDITIONS: The Contract Operator will be responsible for the following duties.

- Inspect media beds and clean outs, two to three times a week for proper operation.
- Clean media beds of weeds and debris on an as needed basis.
- Grab monthly samples of effluent for testing as required by the permit
- Grab quarterly samples of influent for testing as required by permit
- Grab WET Test sample once per permit cycle as required by permit.
- Perform any other functions as may be required by the permit.
- Check all STEP systems yearly for sludge build up and have pumped if needed.
- Clean or replace all screens and filters for STEP system pumps on an as needed basis.
- Inspect all pumps, tanks, and panels every six months or as needed.
- Inspect U.V. System weekly and clean lamps as needed.
- Take care of all reports and paperwork as required by D.N.R.
- Record flow, weather conditions, rainfall, and work performed each visit into log book.
- Make repairs on pumps and or panels when needed (if possible). If Contract Operator is unable to make a proper repair, operator shall notify client and client will be responsible for contacting a repair company.
- Give the client monthly reports on system performance if applicable.
- Report to the client any problem with system or if any maintenance items are needed.
- Train on call person on system O&M for when Contract Operator is unavailable due to vacation etc.
- Inspect and perform manufactured recommended maintenance on Air Release and/or Vacuum Release valves every six months or as needed.
- Inspect and exercise all pressure sewer system valves annually, providing a log that would include valve number, number of turns to fully closed, date of inspection.

If the Contract Operator is given a signed work order by the client to do any other maintenance items or repairs that are not specified on this contract, the Client will be charged an additional fifty dollars (\$50.00) per hour for work performed.

The Client will be responsible for all lab and courier fees.

The Client will be responsible for the purchase of all materials needed for maintenance items.

A monthly fee of \$720.00 will be paid to the Contract Operator by the Client on the first day of each month. The Contract Operator will provide the Client with an invoice prior to when payment is due. Contract Operator is not an employee of Client and recognizes and understands that he is an Independent Contractor hired to use his professional training, skills and independent judgment in performing services for the client. Contract Operator will receive an IRS 1099 statement from Client, and Contract Operator is responsible for filing his corporate and/or individual tax returns and the payment of taxes in accordance with all provisions of applicable Federal and State law.

Client will provide written notice to Contract Operator when he should begin performance of the above listed duties. If the starting date is not the first of a calendar month, the fee for that month will be prorated based on the number of days remaining in the month.

This contract will be in force for a period of one year from the date of acceptance. However, this Contract may be terminated 30 days prior to the next payment due date by either the Client or the Contract Operator by a written letter of intent to terminate or by mutual agreement.

This is not a contract of employment.

Acceptance:

By: Marilyn L. Meyer
Marilyn L. Meyer
(Client)

Frank E. Steward
Frank E. Steward
(Contract Operator)

Its: PWSD #13 President

Aug. 30, 2011
Date

Aug 30, 2011
Date