

TWIN LAKES REGIONAL SEWER DISTRICT

"Protecting the Environment Today for Tomorrow's Generations"

L
R
S
D

BOARD OF TRUSTEES MEETING

4/11/24

TRUSTEES PRESENT:	BRUCE WILSON	PRESIDENT
	BRAD WARD	VICE PRESIDENT
	MARTIN WELSH	SECRETARY
	JANET FAKER	TREASURER
	LORI AUSTIN	BOARD MEMBER
	BRIAN GIBSON	BOARD MEMBER
	DICK LEIS	BOARD MEMBER

TRUSTEES ABSENT:

ATTORNEY: DONALD TRIBBETT

MANAGER: MIKE DARTER

OFFICE/HR/FINANCIAL MANAGER: JACKIE FRANKLIN

Mr. Wilson opened the meeting at 5:30 pm.

PUBLIC COMMENT:

OLD BUSINESS:

SECRETARY'S REPORT:

Mr. Welsh asked for a motion to approve the minutes of the March 14, 2024 regular scheduled meeting. Mr. Leis made a motion to approve, seconded by Mr. Gibson.

Vote Ayes 7 Nays 0

COMMITTEE REPORTS:

Personnel Committee:

No Report

Finance Committee:

Mrs. Faker presented March 2024 Financials, March Investment Summary and April Liens.

Project Committee:

No Report

Review Committee:

No Report

Legislative Committee:

No Report

Executive Committee:

No Report

SUPERINTENDENT'S REPORT:

Mr. Darter requested approval to advertise for General Contractor Bid Package for services to construct Equipment Storage Building at Rattlesnake WWTP. The issuing office for the bidding documents is JPR, Fort Wayne, IN. Advertisement will be in the News & Review and Herald Journal newspapers on April 17-18, 2024, and April 24-25, 2024. Mrs. Faker made a motion to approve, seconded by Mr. Leis.

Vote Ayes 7 Nays 0

Mr. Darter summarized the Incident Report; 43 calls.

Mr. Darter presented TLRSD customer Mr. Kingsley's request to remove late fees on his account. Board discussion held. Mr. Leis made a motion to deny request, seconded by Mr. Gibson.

Vote Ayes 7 Nays 0

Mr. Darter stated that Operator Training was completed from April 9, 2024 to April 11, 2024, and all went well.

ATTORNEY'S REPORT:

Mr. Tribbett provided an update on the Rothenberger/Hanover Insurance matter. He stated that a Declaratory Judgment action has been filed in the White Circuit Court, requesting that the Court declare the rights and obligations of the parties in accordance with the provisions of Hanover's Performance Bond. He then reported on a recent remote conference with the attorneys for Rothenberger and Hanover Insurance. He stated that Hanover's attorney proposed to prepare an agreement for Rothenberger to move forward to complete the project in accordance with a new completion schedule they presented and that he was encouraged by the nature of the conversation. During that conversation, Hanover's attorney proposed that TLRSD agree to pay the balance of the contract price which would be due but for Rothenberger's breach in accordance with the terms of the construction contract but reserve all of its rights to seek damages against Rothenberger and Hanover after the completion of the construction project. This would require a change in TLRSD's previous position not to pay additional amounts under the contract inasmuch as its damages exceed the balance due under the contract. Nevertheless, in an effort to get the construction project completed, Mr. Tribbett believes that the proposed compromise was reasonable under the circumstances.

However, when Mr. Tribbett received the proposed agreement from Hanover's attorney, it was not in accordance with what Hanover's attorney had represented it would be. Mr. Tribbett stated that, in his opinion, the proposed agreement contained a couple of flaws. For one, the proposed agreement contains a provision as to the amount due as determined by Rothenberger and Hanover, but he isn't sure how they arrived at that figure; that is an issue which should be able to be resolved by a fairly simple accounting. The major flaw, however, is that proposed agreement contains a provision whereby TLRSD would waive all liquidated damages should Rothenberger complete the project in accordance with the new time schedule presented by Hanover and Rothenberger. While the balance due can likely be resolved, Mr. Tribbett would not recommend waiver of liquidated damages in advance of the completion of the project. Instead, Mr. Tribbett recommended that a letter be sent to the attorneys for Hanover and Rothenberger whereby TLRSD would agree to pay the balance due under the Construction Contract without regard to Rothenberger's breach and also agree to Rothenberger's completion of the construction project in accordance with the new schedule. Mr. Tribbett stated that, in his opinion, the letter with those provisions would result in TLRSD's satisfaction of all conditions precedent under Hanover's Performance Bond even in accordance with Hanover's interpretation of the Performance Bond and that Hanover would then have to honor its obligations under the Performance Bond or be in breach of contract. After a thorough discussion of the matter, Mr. Leis made a motion to authorize Mr. Tribbett to draft and send the letter he recommended. The motion was seconded by Mr. Welsh.

Vote: Ayes 7 Nays 0

TREASURER'S REPORT:


Mrs. Faker made a motion to pay all claims as follows:

Operation & Maintenance Fund claim voucher in the amount of \$ 149,170.04,
Capital Improvement Fund claim voucher in amount of \$ 254,419.25,
Payroll Fund – Board of Trustees claim voucher in the amount of \$ 600.00,
Payroll Fund – Employees claim voucher in the amount of \$ 67,850.067,
and Employee Benefits – INPRS claim voucher in the amount of \$ 10,874.28,
seconded by Mr. Ward.

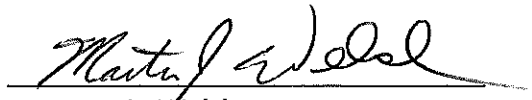
Vote Ayes 7 Nays 0

OTHER BUSINESS:

With no further business before the Board, Mr. Wilson made a motion to adjourn at 6:23 pm.



Mr. Bruce Wilson, President



Mr. Martin Welsh, Secretary