

**SHETEK AREA
WATER
&
SEWER
COMMISSION**

2500 28th Street, PO Box 57
Slayton, MN 56172-0057

MEMBERS:

Jamie Thomazin
30 South Shore Drive
Slayton, MN 56172
(507) 828-3516
fishnshetek@hotmail.com

Donna Kor
82 South Shore Drive
Slayton, MN 56172
(507) 760-0304
shetekor@frontiernet.net

Jon Hoyme
50 South Shore Drive
Slayton, MN 56172
(507) 763-1568
hoymejon@gmail.com

Trevor Humphrey
76 Pleasant View Road
Slayton, MN 56172
(507) 829-7009
Humphreytj@gmail.com

Harley Wahl
120 Pleasant View Road
Slayton, MN 56172
(507) 763-3149

David Maguire
56 Keeley Island Dr
Slayton, MN 56172
(507) 430-2951
david.maguire@unitedcapmn.org

Greg Grant
PO Box 66
Russell, MN 56169
(507) 823-4746

MAINTENANCE:

Dave Brown
(507) 760-0071

Website: <http://murray-countymn.com/shetek-area-water-sewer-district-information/>

Shetek Area Water and Sewer Commission Agenda

Meeting Date: **December 13, 2021**
Time: **4:00 p.m.**
Location: **Commissioner's Meeting Room
Murray County Gov. Bldg.
Slayton, MN 56172**

You may attend in person, listen to the meeting by calling 612-895-1948 (Conference ID: 942437403#), or view the meeting live via Teams. The Teams link can be found on the Murray County home page <https://murraycountymn.com/>.

Agenda:

- A. Call Meeting To Order
- B. Roll Call
- C. Identify any Conflicts of Interest
- D. Approval of Minutes
 - a. October 11, 2021 SAWS Meeting
- E. Treasurer's Report/Cash Flow
 - a. Approval of Invoices
 - b. Approval of Recurring Invoices
- F. Engineer's Report
- G. Other
 - a. 2022 Insurance Renewal
 - b. Sewer Billing Request- 35 Pommier Lane
 - c. 2022 Rates
 - d. 2022 Meeting Dates
 - e. 2022 Farm Lease for Pond Ground
 - f. Review Seasonal Campers on Lake Lots
- H. Set Next Meeting Date
 - a. January 10, 2022 at 4:00 pm
- I. Adjourn

Thank you for your time, interest, and participation.

Regular Meeting of the Shetek Area Water and Sewer Commission October 11, 2021

Members present on site: Donna Kor, Harley Wahl, Jon Hoyme, Dave Maguire, Greg Grant, Jamie Thomazin, Trevor Humphrey

Others present on site: Jean Christoffels, Dave Brown, Lori Gunnink

Others present via teleconference: Molly Malone

The meeting was called to order by Chairman Jamie Thomazin at 4:00 PM.

No conflicts of interest were identified.

Minutes:

- **Motion (10/11/21a)** Moved by Harley Wahl, seconded by Dave Maguire to approve the minutes from the previous meeting. Motion carried unanimously

Treasurers report:

- **Motion (10/11/21b)** Moved by Trevor Humphrey, seconded by Donna Kor to approve payment of the invoices totaling \$40,800.79. Motion carried unanimously.
- **Motion (10/11/21c)** Moved by Donna Kor, seconded by Dave Maguire to approve payment of recurring invoices totaling \$539,774.95. Motion carried unanimously.

Engineers report:

1. Three installs of new sewer connections have been completed.
2. Lots of rebuilding and remodeling going on presently.
3. Lift Station work has not been completed yet but Dave Brown expects that the new pumps should be installed soon.

Other:

1. Jean Christoffels gave an update regarding the easement for the sewer connection at 1734 186th Street.
 - **Motion (10/11/21d)** Moved by Trevor Humphrey, seconded by Greg Grant to approve having Jean Christoffels work with the District's attorney to draft an easement. Motion carried unanimously
2. An update was given on the delinquent sewer bills. All have been paid.
3. Jon Hoyme gave an update on the 2020 exit audit meeting. All is in order and there are no concerns.
4. The Board reviewed the routine preventative maintenance contracts from Ziegler Cat.
 - **Motion (10/11/21e)** Moved by Greg Grant, seconded by Donna Kor to not approve the routine preventative maintenance contracts. Motion carried unanimously.

5. Jamie Thomazin brought up the planning commission meeting on October 21, 2021 regarding a preliminary plat.

Next meeting: November 8, 2021 at 4:00 PM

Adjourn:

- **Motion (10/11/21f)** Moved by Dave Maguire, seconded by Harley Wahl to adjourn.
Motion carried unanimously.

Respectfully Submitted,

Jon Hoyme
Shetek Area Water & Sewer Commission Secretary

**SAWS
LEDGER BALANCE**

Date	CURRENT BALANCE						TOTAL
	# 392 OPERATIONS	# 393 PFA DEBT	# 394 COUNTY DEBT	# 396 PFA RESERVE	BALANCE		
January, 2021	682,047.05	1,054,468.17	-1,088,295.47	202,963.28	851,183.03	851,183.03	
February, 2021	673,213.28	1,093,749.05	-1,070,775.27	203,603.83	899,790.89	899,790.89	
March, 2021	675,012.17	1,112,270.23	-1,058,115.06	204,768.74	933,936.08	933,936.08	
April, 2021	687,982.13	1,131,288.41	-1,045,330.61	206,053.51	979,993.44	979,993.44	
May, 2021	702,098.35	1,431,571.60	-964,039.49	207,338.28	1,376,968.74	1,376,968.74	
June, 2021	691,361.06	1,449,511.04	-941,470.70	208,829.09	1,408,230.49	1,408,230.49	
July, 2021	711,520.31	1,474,937.27	-944,592.94	210,637.20	1,452,501.84	1,452,501.84	
August, 2021	696,424.70	982,145.82	-932,289.98	212,233.26	958,513.80	958,513.80	
September, 2021	712,781.84	1,032,775.29	-912,282.66	213,894.31	1,047,168.78	1,047,168.78	
October, 2021	692,381.55	1,277,713.09	-843,237.93	215,190.91	1,342,047.62	1,342,047.62	
November, 2021					0.00	0.00	
December, 2021					0.00	0.00	

**SAWS
LEDGER BALANCE**

Trf from County Revenue to SAWS	\$75,000.00	In Dec, 2017	
Trf from County Revenue to SAWS	\$250,000.00	In July, 2018	
Trf from County Revenue to SAWS	\$100,000.00	In August, 2019	
	\$425,000.00		
Received in Special Debt Service Payments	\$7,875.00	12/31/2019-02/28/2020	\$175,000.00
Received in Special Debt Service Payments	\$7,450.00	03/01/2020-03/31/2020	-\$7,875.00
Received in Special Debt Service Payments	\$7,190.00	04/01/2020-04/30/2020	-\$7,450.00
Received in Special Debt Service Payments	\$7,495.00	05/01/2020-05/31/2020	-\$7,190.00
Received in Special Debt Service Payments	\$7,180.00	06/01/2020-06/30/2020	-\$7,495.00
Received in Special Debt Service Payments	\$7,410.00	07/01/2020-07/31/2020	-\$7,180.00
Received in Special Debt Service Payments	\$7,370.00	08/01/2020-08/31/2020	-\$7,410.00
Received in Special Debt Service Payments	\$7,580.00	09/01/2020-09/30/2020	-\$7,370.00
Received in Special Debt Service Payments	\$6,990.00	10/01/2020-10/31/2020	-\$7,580.00
Received in Special Debt Service Payments	\$7,440.00	11/01/2020-11/30/2020	-\$6,990.00
Received in Special Debt Service Payments	\$7,230.00	12/01/2020-12/31/2020	-\$7,440.00
Received in Special Debt Service Payments	\$7,220.00	01/01/2021-01/31/2021	-\$7,230.00
Received in Special Debt Service Payments	\$7,700.00	02/01/2021-02/28/2021	-\$7,220.00
Received in Special Debt Service Payments	\$8,030.00	03/01/2021-03/31/2021	-\$7,700.00
Received in Special Debt Service Payments	\$8,030.00	04/01/2021-04/30/2021	-\$8,030.00
Received in Special Debt Service Payments	\$6,220.00	05/01/2021-05/31/2021	-\$8,030.00
Received in Special Debt Service Payments	\$7,570.00	06/01/2021-06/30/2021	-\$6,220.00
Received in Special Debt Service Payments	\$7,960.00	07/01/2021-07/31/2021	-\$7,570.00
Received in Special Debt Service Payments	\$7,960.00	08/01/2021-08/31/2021	-\$7,960.00
Received in Special Debt Service Payments	\$7,350.00	09/01/2021-09/30/2021	-\$7,960.00
Received in Special Debt Service Payments	\$7,810.00	10/01/2021-10/31/2021	-\$7,350.00
			-\$7,810.00
			<u>\$18,890.00</u>

*to be reimbursed by FEMA

Shetek Area Water and Sewer Commission
 2500 28th Street, PO Box 57
 Slayton, MN 56172

Expenses: December 13, 2021

Date	Payee	For	Invoice #	Approve/ Deny	Amount
10/22/2021	Slayton Building Materials	4x4.8' .25 Treated A/G	2110-174031		\$36.87
		Sum of Invoices			\$36.87

I declare under the penalties of law that this account, claim, or demand is just and correct and that no part of it has been paid.

Approved by: _____
 SAWSC Treasurer

Date: _____

Audited and Approved by: _____
 County Auditor

Date: _____



2462 Broadway Ave
 Slayton, MN 56172
 7:00 AM - 5:00 PM Mon - Fri
 7:00 AM - Noon Sat
 507-836-8150
 Fax: 507-836-8175

CUSTOMER COPY



INVOICE

2110-174031 PAGE 1 OF 1

SOLD TO
SHETEK AREA WATER & SEWER DIST. Attn. JEAN CHRISTOFFELS 2500 28th STREET SLAYTON, MN 56172

JOB ADDRESS
SHETEK AREA WATER & SEWER DIST. Attn. JEAN CHRISTOFFELS 2500 28th STREET SLAYTON, MN 56172 836-6141

ACCOUNT	JOB
SH300	0
SOLD ON	10/22/2021 5:09:07 PM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	
STATION	WS2
CASHIER	TK
SALESPERSON	
ORDER ENTRY	

THANK YOU FOR THE BUSINESS!

Quantity	UM	Item	Description	D	T	Price	Per	Amount
1	EA	3T4408	4X4-8' .25 TREATED A/G TAKEN BY DAVE BROWN		Y	34.5000	EA	34.50

Payment Method(s)

Charge to Acct 36.87

	SubTotal	34.50
MN 6.875%	Sales Tax	2.37
	Deposit	
Please Pay This Amount		36.87

No returns after 60 days. No returns on damaged product or on special orders.

Signature _____

Property Schedule For: SHETEK AREA WATER & SEWER DISTRICT

Date/Time Printed: 11/16/2021 5:17:21 PM

Old #	#	Address	Description	Bldg Limit	Cont Limit	PIO Limit	Const.	Sprnk	Fid Code	Opt. Use
1	1	143 PLEASANT VIEW RD Slayton, Minnesota	WOOD STORAGE BLDG	\$109,400	\$47,400	\$0	Frame	N	A	
2	2	65 SOUTH SHORE DR Slayton, Minnesota	SEWER LIFT STATION	\$139,500	\$0	\$0	Modified Fire Resistive	N	A	
3	3	50 VALHALLA RD Slayton, Minnesota	SEWER LIFT STATION	\$142,900	\$104,400	\$0	Modified Fire Resistive	N	A	
4	4	143 PLEASANT VIEW RD Slayton, Minnesota	SEWER LIFT STATION	\$78,100	\$78,200	\$0	Modified Fire Resistive	N	A	
5	5	1697 201ST GARVIN MN Slayton, Minnesota	SEWER LIFT STATION	\$140,200	\$70,600	\$0	Modified Fire Resistive	N	A	
6	6	SEC 15 1M N OF TREATMENT PLANT Slayton, Minnesota	SEWER SYSTEM FLOW METER AND TE	\$33,000	\$28,000	\$0	Modified Fire Resistive	N	A	
7	7	2239 MAPLE AVE Slayton, Minnesota	STORAGE BLDG.	\$0	\$100,000	\$0	Frame	N	A	
8	8	2401 20TH STREET Slayton, Minnesota	NON OWNED SHOP	\$0	\$30,000	\$0	Frame	N	A	
9	9	LAKE SHETEK Slayton, Minnesota	PUMP GRINDERS/ELECTRICAL	\$2,912,600	\$3,774,000	\$0	Modified Fire Resistive	N	A	



LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____

Shetek Area Water and Sewer District 2022 Rates

Residential Sewer Utility Rates

Monthly Base Charge (08/09/2021e): \$ 71.00

Non-Residential Sewer Utility Rates

Monthly Base Charge (by grinder pump size) (08/09/2021e):

Single Pump – Low Usage	\$ 87.00
Single Pump – High Usage	\$ 159.00
Dual Pump – Low Usage	\$ 248.00
Dual Pump – High Usage	\$ 318.00

Late Fees

10% of Past Due Amount per Month (2/09/15h)

Curb Stop/ Hot Tap Permit Fee

\$125.00 per Permit

Sewer Access Charge (SAC) Fee

\$10,803.00 (2022 Rate)

Shetek Area Water and Sewer District 2022 Meeting Schedule

January 10, 2022

February 14, 2022

March 14, 2022

April 11, 2022

May 9, 2022

June 13, 2022

July 11, 2022

August 8, 2022

September 12, 2022

October 10, 2022

November 14, 2022

December 12, 2022

FARM LEASE
Cash Rent, Installments, Security Interest Clause

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the Shetek Area Water and Sewer District, a body politic incorporated under the laws of the State of Minnesota (the "District"), party of the first part, Lessor, and Francis Gervais of the Township of Murray, County of Murray, and State of Minnesota, party of the second part, Lessee.

WITNESSETH, that the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Demise, Lease, and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of Murray, and State of Minnesota, viz.:

27.1 tillable acres in the Southeast Quarter (SE ¼), Section Fifteen (15),
Township One Hundred Seven (107) North, Range Forty (40) West,
Murray Township, Murray County, Minnesota

containing 27.1 acres be the same more or less, of which described premises the second party hereby agrees to plow and put in crops not less than 27.1 acres each year during the continuance of this Lease.

TO HAVE AND TO HOLD, the above rented unto the said second party, his heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of this Lease beginning the 1st day of January, 2022 and ending the 31st day of December, 2022.

And the said second party agrees to and with the said first party to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of Four Thousand Seven Hundred Forty-Two and 50/100 (\$4,742.50), payable at 2500 – 28th Street, Slayton, Minnesota 56172, in two (2) installments with interest at the rate of -0- percent on each installment after due, to wit:

\$2,371.25 on or before May 1, 2022 \$2,371.25 on or before October 1, 2022

AND IT IS FURTHER AGREED, by and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this Lease. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this Lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten (10) days notice, given by the said first party in writing, either delivered to second party or sent to him in a sealed envelope, duly stamped and directed to him at 2159 State Highway 30, Currie, Minnesota 56123, which is hereby declared by said second party to be his usual post-office address.

And the said second party also covenants and agrees to and with the said first party not to assign this Lease or underlet the above rented premises, or any part thereof, without first obtaining the written consent of the said first party and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, its heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone expected. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The party of the second part is also to destroy all Russian Thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or its agents shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said demised premises and the said second party agrees to reside and occupy the buildings thereon for the term aforesaid. In the event of any rents due hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this Lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this Lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of said second party in paying said rent or in performing any of the covenants of this Lease, any at any time thereafter, said first party shall have in addition to the rights and remedies granted hereby, all rights and remedies of secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorneys' fees and legal expenses of said first party.

Words used in this instrument in the masculine gender include the feminine and neuter, the singular number includes the plural and the plural the singular.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day and year hereinbefore written.

SHETEK AREA WATER AND SEWER DISTRICT

Its Board Chairman

FRANCIS GERVAIS, Lessee

STATE OF MINNESOTA)
) ss.
COUNTY OF MURRAY)

On this _____ day of _____, 2021, before me, a Notary Public within and for said County and State, personally appeared Jamie Thomazin, Board Chair, of the Shetek Area Water and Sewer District, a body politic incorporated under the laws of the State of Minnesota, (the "District"), Lessor, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said entity.

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss.
COUNTY OF MURRAY)

On this _____ day of _____, 2021, before me, a Notary Public within and for said County and State, personally appeared Francis Gervais, Lessee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC