

**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

Valarie Kastner
58 Keeley Island Dr
Slayton, MN 56172
(712) 389-0644
valariekastner@gmail.com

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:
Murraycountymn.com/saws

Shetek Area Water and Sewer Commission Agenda

Meeting Date: **March 11, 2024**
Time: **4:00 p.m.**
Location: **Meeting Room B
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. Approve Agenda
- E. Public Hearing
- F. Approval of Minutes
 - a. February 12, 2024 SAWS Meeting
- G. Treasurer's Report/Cash Flow
 - a. Approval of Invoices
 - b. Approval of Recurring Invoices
- H. Maintenance Provider's Report
- I. Other
 - a. Carlson sewer easement
 - b. 2024 Delayed hookup
 - c. Independent Contract's Agreement
- J. Set Next Meeting Date
 - a. April 8, 2024 at 4:00 pm
- K. Adjourn

Thank you for your time, interest, and participation.

Regular Meeting of the Shetek Area Water and Sewer Commission February 12, 2024

Members present: Donna Kor, Jon Hoyme, David Maguire, Greg Grant, Valarie Kastner

Others present: Sarah Soderholm, Jean Christoffels

Others present via teleconference: David Brown, Lori Gunnick

Absent members: Jamie Thomazin, Trevor Humphrey

The meeting was called to order by Vice-Chair Donna Kor at 4:00 PM.

No conflicts of interest were identified.

Agenda:

- **Motion (2/12/2024a)** Moved by David Maguire, seconded by Jon Hoyme to approve the agenda. Motion carried unanimously.

Minutes:

- **Motion (2/12/2024b)** Moved by Greg Grant, seconded by David Maguire to approve the minutes from the previous meeting. Motion carried unanimously.

Treasurers report:

- **Motion (2/12/2024c)** Moved by David Maguire, seconded by Jon Hoyme to approve payment of the invoices totaling \$9,879.03. Motion carried unanimously.
- **Motion (2/12/2024d)** Moved by Greg Grant, seconded by David Maguire to approve payment of the recurring invoices totaling \$298,129.87. Motion carried unanimously.

Maintenance Providers Report:

1. Things are going pretty smooth. Dave Brown indicated that he had only 5 calls in the last 2 weeks.
2. Five new commercial pumps have been purchased.
3. With more homes being built on Jayvee Lane and Royal Oaks Road, Dave is hoping no more flushing of the sewer main will be needed.

Other:

1. Labor quote for Lake Sarah extension:
 - **Motion (2/12/2024e)** Moved by Jon Hoyme, seconded by Greg Grant to approve the labor quote of \$88,450 from B&H Excavating for the Lake Sarah extension. Motion carried unanimously.
2. Labor quote for Lift station #3 submain line extension:
 - **Motion (2/12/2024f)** Moved by Greg Grant, seconded by Jon Hoyme to approve the

labor quote of \$21,110 from B&H Excavating for the Lift station #3 submain line extension. Motion carried unanimously.

3. 2024 Spring Newsletter:

➤ **Motion (2/12/2024g)** Moved by Greg Grant, seconded by David Maguire to approve the spring newsletter be sent out with February sewer bills. Motion carried unanimously.

4. 2023 Delayed hook up update: Marlys Knuth has not completed an inspection to maintain her delayed connection. Two letters have previously been sent.

➤ **Motion (2/12/2024h)** Moved by David Maguire, seconded by Greg Grant to approve sending the letter, as presented, to Marly Knuth indicating she must connect to the centralized sewer by June 15, 2024. Motion carried unanimously.

5. 2023 Inventory:

➤ **Motion (2/12/2024i).** Moved by Jon Hoyme, seconded by Greg Grant to approve the 2023 inventory list completed by Sarah Soderholm and David Brown. Motion carried unanimously.

Next meeting: March 11, 2024 at 4:00 PM

Adjourn:

➤ **Motion (2/12/24j)** Moved by Jon Hoyme, seconded by David Maguire to adjourn. Motion carried unanimously.

Respectfully Submitted,

Valarie Kastner
Shetek Area Water & Sewer Commission Secretary

2024 Delayed Hookups

Parcel	Last Name	First Name	Property Address	Address	City	State	Zip	Inspection Date	Expiring
15.130.017.2	Schuur	Milton & Daris	6 South Shore Dr	602 61st Str	Chandler	MN	56122	5/25/2021	5/25/2024

In Progress:

11.180.022.0	Peck	Berneida	22 Pleasant View Road	22 Pleasant View Road	Slayton	MN	56172	4/29/2020	4/29/2023
18.020.007.0	Knuth	Marlys	74 Deer Path Rd	1014 140th Ave	Slayton	MN	56172	8/14/2020	8/14/2023

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement “Agreement” is by and between Shetek Area Water and Sewer District (“SAWS”) and David M. Brown, doing business as Brown Excavating (the “Independent Contractor”).

WHEREAS, SAWS is a public body formed under Minnesota Statute 116A for the purposes of providing wastewater treatment in Murray County, Minnesota; and

WHEREAS, the Independent Contractor is engaged in the business of servicing and maintaining wastewater treatment facilities; and

WHEREAS, the Independent Contractor and SAWS wish to enter into this Agreement to memorialize their contractual relationship whereby the Independent Contractor agrees to provide services to SAWS in return for payment as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Engagement:** Subject to the terms and conditions of this Agreement, SAWS engages the Independent Contractor as an independent contractor and **not** as an employee, and the Independent Contractor accepts such engagement to act as an independent contractor for SAWS.
2. **Independent Contractor Duties.** The Independent Contractor’s job responsibilities shall include all of the duties described on Exhibit “A” attached to this Agreement.
3. **Fees/Payment.** SAWS shall compensate the Independent Contractor for the services performed by the Independent Contractor in accordance with the attached Exhibit “B”, which is attached to this Agreement.
4. **Term.** Both SAWS and the Independent Contractor acknowledge that this is not a fixed term Agreement, however both Parties’ current expectations are that this Agreement shall commence as of July 1, 202~~4~~³ and shall terminate at midnight on June 30, 202~~5~~⁴.

Notwithstanding any other terms or conditions of this Agreement to the contrary, either the Independent Contractor or SAWS may terminate this Agreement, with or without cause, upon 30 days’ advanced written notice.

5. **Method of Performing Services.** The Parties acknowledge that the Independent

Contractor is independent of SAWS and as such, may set his own schedule of activities for performing services hereunder. However, the Parties agree that SAWS may direct the Independent Contractor as to the general nature and reporting requirements of the services to be performed hereunder including setting deadlines for delivery of services.

6. **Expenses, Transportation, Supplies, and Equipment.** The Independent Contractor shall be responsible for any and all expenses incurred by Independent Contractor, incidental or any way related to the services performed hereunder. Furthermore, the Independent Contractor, at the Independent Contractor's sole cost and expense shall provide all such transportation, supplies, and equipment as are necessary to complete the services to be performed hereunder.
7. **Liability Insurance.** The Independent Contractor shall, during the entire term of this Agreement, maintain at the Independent Contractor's sole expense, general liability insurance, including broad form contractual coverage against bodily injury, death or property damage occurring in, on, or about SAWS premises. The minimum amount of liability coverage carried under the insurance policy shall be One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. Auto Liability Coverage with One Million Dollars (\$1,000,000.00) Bodily Injury per person and occurrence is also required. The insurance company shall be reputable and licensed to do business in the State of Minnesota. The insurance policy shall name SAWS as an additional insured, and provide for at least thirty (30) days written notice to SAWS, prior to cancellation or modification of the insurance policy. The Independent Contractor shall provide SAWS with certificates evidencing this required liability insurance coverage within 48 hours of SAWS's written demand.
8. **Independent Contractor Status.** SAWS and the Independent Contractor expressly agree and acknowledge that the Independent Contractor is an independent contractor. Nothing contained herein shall be construed to make the Independent Contractor and SAWS partners or a joint venture. The Independent Contractor has no authority to create or assume obligations, or to make any representations, statements or warranties, for or on behalf of SAWS, and SAWS has no right, authority or permission, express or implied, to create or assume any obligations, or to make any representations, statements or warranties, for or on behalf of the business of the Independent Contractor.
9. **Independent Contractor Covenants.** The Independent Contractor covenants and agrees that he shall deliver his services in a workmanlike manner, that he possesses all training, licenses, experience and expertise necessary to perform the services and that he is bound by no agreement or other commitment, written or verbal, which may interfere with its ability to enter into this Agreement.
10. **Hold Harmless.** The Independent Contractor agrees to defend, indemnify and hold harmless SAWS from and against any and all liability, loss, claim, damage, penalty or expense (including attorney's fees and disbursements) which SAWS may incur as a

result of any act or omission of the Independent Contractor in connection with or any way related to the services to be performed by the Independent Contractor hereunder.

11. **Taxes.** The Independent Contractor acknowledges that he is solely responsible for any federal, state, or local income tax payable with respect to delivery of his services. The Independent Contractor acknowledges that he is solely responsible for the payment of these taxes, and any interest, penalties or fees related thereto.

The Independent Contractor also acknowledges that he is solely responsible to pay all worker's compensation premiums, and unemployment insurance premiums if required by any laws. The Independent Contractor acknowledges that he shall be solely responsible to pay all penalties, fines and other costs if he fails to procure the necessary unemployment insurance and/or worker's compensation insurance.

12. **Return of Documents.** The Independent Contractor hereby agrees and acknowledges that all materials, documents and written materials of any kind or nature obtained by the Independent Contractor from SAWS in connection with the services to be performed hereunder by the Independent Contractor are the exclusive property of SAWS. The Independent Contractor shall return to SAWS all such documents immediately upon termination of this Agreement.

13. **Complete Agreement/Merger/Amendment/Binding Effect/Construction Captions.** This Agreement (i) contains the complete understandings of the Parties (ii) merges all prior writings and understandings into this Agreement (iii) cannot be modified, assigned or amended, except in a writing signed by the Party against whom enforcement is sought, and (iv) shall be binding upon the Parties, their respective successors and assigns.

14. **Notices.** All notices which may be given or which are required to be given under this Agreement must be in writing, and must be delivered by regular US First Class Mail or by any nationally recognized overnight courier service. The notice shall be considered delivered on the date the notice is deposited with the United States Postal Service or deposited any nationally recognized overnight courier service.

15. **Paragraph Headings.** The paragraph headings are for convenience only. They are not part of this Agreement and shall not be used in the construction thereof.

16. **Amendments.** No amendment, modification, or alteration of the terms hereof, shall be binding, unless the same are in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

17. **Governing Law, Jurisdiction, and Venue.** This entire Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

SAWS and the Independent Contractor agree that the Murray County, Minnesota,

District Court shall have exclusive personal jurisdiction over both SAWS and the Independent Contractor for all legal actions and disputes, which arise out of this Agreement. SAWS and the Independent Contractor further agree that the sole venue for any legal actions or disputes, which arise out of this Agreement shall be the Murray County, Minnesota, District Court.

18. **Counterparts.** This Agreement may be executed in counterparts (including by means of telecopied, email, facsimile or PDF email signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same Agreement.

The undersigned hereby agree to all the aforementioned terms and conditions of this Agreement.

Shetek Area Water and Sewer District

By: _____
Jamie Thomazin, its Chairperson

By: _____
Jon Hoyme, its Secretary

David M. Brown, individually and doing
business as Brown Excavating

EXHIBIT "A"

INDEPENDENT CONTRACTOR DUTIES

1. Collection System Maintenance

- a. Maintain flow metering equipment. Monitor status of equipment on an as-needed basis, no less than one time per week.
- b. Maintain lift station equipment at four locations. Inspect lift station pumps on an annual basis. Inspect vent fans and odor scrubber monthly. Lift station pumps are KSB pumps, supplied by Quality Flow Systems (phone 952-758-9445). If the O&M Service Provider chooses to utilize an outside contractor for this work, the O&M Service Provider shall coordinate services with the pump service contractor. Contractor is responsible for the cost of lift station inspections.
- c. Provide annual review of lift station structures. Document concrete conditions, clean and repair structures as needed. Monitor condition of doors, seals other ancillary equipment as needed.
- d. Provide lift station and/or 'grinder station' repair on as needed basis.
- e. Provide lift station site maintenance to include mowing, weed control and snow plowing.
- f. Maintain lift station generators and switch gear. Generators are Caterpillar Olympian by Ziegler Power Systems. Generator service will be provided by a factory certified technician. If the O&M Service Provider chooses to utilize an outside contractor for this work, the O&M Service Provider shall coordinate service with generator service contractor. Manually run lift station generators monthly.
- g. Maintain air release valves. Monitor and exercise air release valves on an as-needed basis, at a minimum of one time per year. Valve stations will also need to be pumped a minimum of twice annually.
- h. Maintain flushing connection and isolation valves. The system includes the following:

Flushing connection 2-inch isolation valves	25
Flushing connection 3-inch isolation valves	29
Flushing connection 4-inch isolation valves	31
6-inch isolation valves	9
8-inch isolation valve	1
10-inch isolation valves	4
12-inch isolation valves	2

Monitor and exercise isolation valves on an as-needed basis. Develop a program for providing regular service to flushing connector/isolation valves. All connections/valves shall be checked/exercised on a minimum 3-year basis. Exercise 1/3 of valves each year. The isolation valve sizes 2"-4" have two flush assemblies each and the 6"-12" do not have any flush assemblies.

- i. Check westerly end of Royal Oaks Drive main line monthly and flush as needed. Also, check easterly end of main line on Tepeeotah Road every 6 months and flush as needed. Flush the main line on the north end of Keeley Island every other year.
- j. O & M Service provider shall provide labels to be installed on each grinder station control box. Labels shall include service provider name and telephone contact information. Check all labels within the District every 6 years and replace as needed. Also, replace labels as needed during all service calls.

2. Wastewater Treatment Pond Services

- a. Maintain control structure and weed control for the Wastewater Treatment Ponds owned by the Shetek Area Water and Sewer District. The requirements are:
 - 1. Weekly check the pond control structures for grease and debris.
 - 2. Provide dike maintenance as needed for weed and animal control.
 - 3. Provide vegetation and weed control to include mowing of grass. There is approximately 16 acres which will require periodic mowing.
 - 4. Keep the entrance and dike roads repaired and open.
- b. The O&M Service Provider will provide services for treatment and discharge of the ponds and sampling of water quality. Pond treatment will include chemical application or other methods, as needed, to lower wastewater sampling parameters to allowable levels so discharge can occur. It may also require the use of specialized equipment for pond treatment.

3. Emergency and Call Out Services

- a. Provide emergency call-out service for individual grinder stations and service laterals. Work done on private property will need to be done by a plumber with code compliant bonding. If O&M Service Provider contracts for call-out service with a separate vendor, the O&M service supplier shall provide single point of contact for customer contact. Base bid includes 50 call outs per month. Service Provider must be available 24 hours a day, 7 days per week.

4. Gopher One Call Services

- a. Provide response to Gopher-One Call requests. Provide a cost per call-out, with an annual budget based on 240 call outs per year. The county is registered with Gopher One Call system and will call the Contractor for locates.

5. Inventory Maintenance

- a. Provide storage and maintenance space for grinder pump inventory, including parts and tools.
- b. Have E-One, Barnes, and Zoeller pump certification for maintenance personnel within 6 months after contract award date.

6. Documentation

- a. Document pumps inventory, including the following:
 1. Number of pumps in inventory
 2. Condition of pumps (new, used, working, under repair)
 3. Pump serial numbers
 4. Documentation of pumps removed from service, including serial number, reason for decommissioning.
- b. Assist with pump tracking. Maintenance slips shall be submitted monthly to the Environmental Services Office.
- c. Parts inventory to be documented and reported to the SAWS board on an annual basis.
- d. Tools inventory to be documented and reported to the SAWS Board on an annual basis
- e. Maintain Field manuals/O&M manuals for all equipment
- f. Maintain daily job notes for service calls and maintenance work.
- g. Monitor flow meter readings and maintain documentation as required in Local, State and Federal permits.
- h. Maintain documentation of discharge parameters, and flow transfers at ponds as required in Local, State and Federal permits.
- i. Provide the SAWS Board with a monthly written summary of work performed, issues addressed, inventory updates as required, and attend monthly board meetings.
- j. Coordinate with landowners and/or contractors for installation of new hook-ups and provide appropriate documentation to the Murray County Environmental Services Office to start monthly billing