- 1. Public Hearing
- 2. Call to Order
- 3. Agenda Additions or Deletions
- 4. Minutes of September 28, 2020
- 5. Street Vacation
- 6. Old Business
- 7. a. Nuisance Properties
- 8. b. Comprehensvie Plan
- 9. c. 88 Park View Drive -City Easment
- 10. New Business
- 11. a. Townline Road Tree trimming

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1. Public Hearing

Files Attached

• 10-26-20 PUBLIC HEARING NOTICE.doc

VERGAS PLANNING COMMISSION

PUBLIC HEARING NOTICE

Notice is hereby given that the Vergas City Planning Commission will conduct a Public Hearing regarding a vacation of East Railway Avenue, Nesbitt Avenue, and Lover's Lane.

All interested parties are invited to attend and will be given the opportunity to ask questions and to provide public input and/or comments. If you are unable to attend the hearing, you are invited to submit your comments in writing to the City Clerk-Treasurer prior to the scheduled hearing. Written comments or questions will be addressed at the hearing and a written response will be provided by the City. Non-English-speaking residents and other persons with special needs who plan to attend the hearing are asked to contact City Hall (218) 342-2091 prior to the hearing so that arrangements can be made to address any special requirements.

The Public Hearing on this request will be held by the Vergas Planning Commission at 6:30 p.m. on Monday, October 26, 2020. Attend the meeting via Zoom, City of Vergas website <u>www.cityofvergas.com</u> – thru virtual meeting tab.

Julie Lammers City Clerk-Treasurer

Please Publish Frazee-Vergas Forum October 14, 2020 and October 21, 2020

AFFIDAVIT REQUIRED: Please send to – City of Vergas Attn: Julie Lammers City Clerk-Treasurer P O Box 32 Vergas MN 56587

4. Minutes of September 28, 2020

Files Attached

• 09-28-2020 PC Meeting agenda & minutes.docx

<u>CITY OF VERGAS</u> <u>PLANNING COMMISSION AGENDA</u> <u>Monday, September 28, 2020</u> <u>6:30 pm</u> <u>Zoom Meeting</u> Join Zoom Meeting https://us02web.zoom.us/j/2670942170

ttps://us02web.zoom.us/j/267094217 Dial by your location +1 312 626 6799 US (Chicago)

Meeting ID: 267 094 2170

Find your local number: https://us02web.zoom.us/u/kmVoVjgaE

- 1. Call to Order
- 2. Agenda Additions or Deletions
- 3. Minutes of August 24, 2020
- 4. <u>Construction Permits</u>
 - a. <u>110 Co Hwy 35-shingle house</u>
 - b. <u>306 E Frazee Ave shingle garage</u>
 - c. Franklin Fence replace shed
- 5. Old Business:
 - a. Nuisance Properties
 - b. <u>Comprehensive Plan</u>
- 6. New Business
 - a. 88 Park View Drive City Easement
 - b. Vacant Lot Shop additions
 - c. Street vacation around the ballfield
 - d. Glen Street Parcel lot change
 - e. Burning of Glen Street property house

CITY OF VERGAS PLANNING COMMISSION MINUTES Monday, September 28, 2020 6:30 pm Zoom Meeting

The City of Vergas Planning Commission was held Monday, September 28, 2020 at 6:30 pm on Zoom with the following members present Logan Dahlgren, Robert Jacoby, Van Bruhn, Natalie Fischer and Paul Pinke. Absent: none. Also, present Clerk-Treasurer Julie Lammers, Utilities Superintendent Mike DuFrane, Scott Kolbinger of KLJ, Engineering and Barbie Porter of the <u>Frazee-Vergas Forum</u>.

Meeting called to order by Chairperson Logan Dahlgren at 6:40 pm.

Accept the agenda as presented.

Motion by Pinke, seconded by Fischer to approve the minutes of the August 24, 2020. Voting yes: Pinke, Bruhn, Fischer, Dahlgren and Jacoby. Voting No: none. Motion carried.

Construction Permits:

Motion by Pinke, seconded by Bruhn to accept the following construction permits:110 Co Hwy 35shingle house, 306 E Frazee Ave – shingle garage and 115 E Lake Street – replace garage. Voting yes: Pinke, Bruhn, Fischer, Dahlgren and Jacoby. Voting no: none. Motion carried.

Old Business:

Discussed other nuisance properties. Lammers was asked to send a certified letter to the following properties: Wannabe's (regarding debris). Lammers was asked to send letters to the following properties: 306 E Frazee Ave (regarding unlicensed vehicles and debris in yard) and 110 W Elm St (regarding non-conforming sign) after Utilities Department provides pictures of nuisances. If property owners have concerns, they will be addressed at the October 13, 2020 Council meeting.

Lammers outlined comprehensive plan and questioned planning commissioners on goals for the comprehensive plan to accomplish. The comprehensive plan will incorporate the current housing study and 2019 capital improvement plan.

- 1. How to make Vergas attractive to young families.
- 2. What senior needs are not being met? Do we need senior housing?
- 3. Is there room for expansion? What are the possibilities for expansion? Housing desired? Industry desired?
- 4. Is rental/multi-family housing needed? If so, what type of housing?
- 5. What businesses are needed that would be utilized?
- 6. Is a hotel/motel needed?
- 7. What does Vergas look like from an outside point of view?
- 8. What does Vergas need to be a viable "tourist community"?
- 9. Can Vergas increase winter tourism somehow?
- 10. What can be done to make Vergaspa stronger tourist destination?

- 11. How to increase community involvement.
- 12. Support help to make repairs and beautify present homes in Vergas.
- 13. What does Vergas have to offer people who do not live here?
- 14. Does Vergas want more traffic?
- 15. What would a developer see in a comp. plan that would make them want to spend their \$ here?
- 16. What is the water/sewer capacity of Vergas?
- 17. Is there a need to annex property into Vergas?
- 18. What City services will be needed if the City grows? Police, community exercise area...
- 19. Are there any environmental concerns with growth?

These ideas will be sent to Joel Quanbeck, KLJ Engineering and quote requested for comprehensive plan.

New Business:

Adam and Tara Dresen owners of 88 Park View Drive have requested changes in the City easement drainage on their property. When reviewing the drainage of water in the neighborhood, it looks like most of the block and the ditch next to the road towards Vergas all drain through that single easement. It's clear that when rainfall occurs, the easement cannot contain the water as originally designed. Since this easement is over 10 years old, its difficult to tell whether it was intended to support the growth of the neighborhood. As it stands right now, the easement isn't working and flooding the backyard. Their thoughts are:

A. Create drainage culvert underneath the easement down to the lake. (Best bet to contain water as three areas are draining in)

B. Dig a deeper area between rocks in easement all the way down to the lake.

C. Divert water flow through another location from one or two of the ditches coming in.

Engineer Kolbinger stated he had discussed with them to build a landscaping berm on their property to divert the water. Homeowners were not present for questions and commissioners tabled discussion until they could be present.

Vacant Lot Shop additions were discussed.

§ 150.06 COMPLIANCE WITH CODE.

No person shall erect, alter or replace any structure within the city unless the structure complies with the applicable requirements of this code and the person has obtained a land use permit from the City Clerk certifying compliance with all of the applicable requirements of this code. No person shall use any structure or premises for any purpose other than as permitted by this code, except that lawful nonconforming uses as of the date of the adoption of this code may continue only as provided in M.S. § 462.357, Subd. 1e, as it may be amended from time to time.

DWELLING UNIT. Any structure or portion of a structure or other shelter designed as short or long-term living quarters for one or more persons, including rental or time-share accommodations, such as motel, hotel and resort rooms and cabins.

Commissioners agreed if lots with no living quarters want to add onto their buildings they must apply for a variance.

Street Vacation around the ballfield was requested. Motion by Pinke, seconded by Fischer to conduct a Public Hearing regarding a vacation of East Railway Avenue, Nesbitt Avenue, and Lover's Lane on

Monday, October 26, 2020 at 6:30 pm. Voting yes: Pinke, Bruhn, Fischer, Dahlgren and Jacoby. Voting no: none. Motion carried.

Lammers reviewed the request to move the parcel lines along Pelican Avenue due to property lines going through buildings. Council is discussing giving City property along the back of parcel 82000990136000 to make up for the land they will use along Pelican Avenue. Glen Street will remain a 66-foot roadway.

Discussed when the planning commission would like to allow the CDH-Vergas Fire Department to burn the house located on the City property located on Lake Street property. Dahlgren stated he would discuss with the Fire Chief about the training burn. DuFrane stated he would like to remove the furnace and windows to sell at auction.

Follow Up Actions:

Lammers to discuss Vergas Truck Route and parking on 1st Avenue with County Engineer. Street vacation around the ballfield.

Quote for comprehensive plan-will be provided at the November 23, 2020 meeting.

Actions Completed and Removed from Follow up:

Planning commissioners on goals for the comprehensive plan to accomplish.

The next meeting will be October 26, 2020 at 6:30 pm.

Meeting adjourned at 7:00 pm.

Secretary,

Julie Lammers, CMC Clerk-Treasurer City of Vergas

9. c. 88 Park View Drive -City Easment

Files Attached

• Path and Drainage Easements_88 Park View Drive.pdf

1021782

-	CE OF COUNTY RECORDE R TAIL MINNESOTA
I hereb this ins	y certify that strument #_1021782
was fil	ed/recorded in this office ord on the <u>27</u> day of <u>2007 at 830</u> am/pm
Wendy by;	
46.1	Drecording fee well certificate
	Minge

EASEMENT AGREEMENT

Grantor: Vergas Investments, Inc. Grantee: The City of Vergas

WHEREAS, Grantor owns the following described real property (hereinafter "the

Property") in fee simple:

Lot One (1), Block Three (3), Katzke Acres First Addition, Otter Tail County, Minnesota, said plat being on file and of record in the Office of the County Recorder in and for said Otter Tail County;

WHEREAS, Grantee wants an easement over the Property for the purpose of

expanding its pre-existing drainage easement and an easement over the Property for the

· purpose of establishing a multi-use trail;

WHEREAS, the Pre-existing Drainage Easement is shown in the attached Exhibit

A, the expansion of the Pre-existing Drainage Easement (said expansion hereinafter being referred to as the "Expansion Drainage Easement") is shown in the attached Exhibit B,

and the multi-use trail easement (hereinafter the "Trail Easement") is shown in the attached Exhibit C;

WHEREAS, Grantor is willing to provide Grantee with the two new easements that Grantee wants; and

WHEREAS, there is a concern regarding how much of the property can have an

impervious surface, the general nature of that concern and of the attitude of the parties

hereto regarding that concern being as follows:

- A. Section 5.52 of Grantee's Shoreland Management Ordinance limits the impervious surface of the Property to 25% of its area;
- B. Grantor fears that, if the impervious surface of the trail situated on/within the Trail Easement is counted toward that 25% limit, the trail's impervious surface could diminish – perhaps substantially – the value of the Property and could result in a "hardship" as that term is defined for variance application purposes; and
- C. Grantee considers Grantor's act of granting the Trail Easement to be one of high civic mindedness for which Grantor should not at some later date be inadvertently penalized, acknowledges Grantor's concern, and is willing to take that concern into account in this Easement Agreement so as to minimize as much as possible the impact of the impervious-surface limitation on the Property without making commitments that are inconsistent with the law and good government.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN

THE GRANTOR AND THE GRANTEE AS FOLLOWS:

1. <u>The Trail Easement</u>. Grantor hereby grants to Grantee the following

multi-use Trail Easement:

a. The Trail Easement is over and across the following described real property situated in Otter Tail County, Minnesota, to-wit:

That part of Lot One (1), Block Three (3), Katzke Acres First Addition, Otter Tail County, Minnesota, said plat being on file and of record in the Office of the County Recorder in and for said Otter Tail County: See attached Exhibit D.

- b. The Trail Easement shall be for use by the public.
- c. The Trail Easement shall be improved, repaired, and maintained by Grantee at the expense of Grantee. However, any repair or maintenance necessitated by any act of any Grantor or of any invitee or agent of any Grantor shall be paid for by Grantor.
- d. Neither Grantor nor any invitee or agent of any Grantor shall:

- 1. Do anything (by commission or by omission) to interfere with or prevent the public use and enjoyment of the Trail Easement or with the improvement, repair, or maintenance of the same.
- 2. Construct or plant anything within the bounds of the Trail Easement.
- 3. In any way alter the terrain of or alter any other aspect of the Trail Easement.
- e. The Trail Easement shall be for pedestrian, bicycle, and other nonmotorized use as well as the following: snowmobiles, four-wheelers, motorized wheelchairs, golf carts, and other such motorized vehicles. Specifically, it is <u>not</u> for the use of automobiles, trucks, busses, recreational vehicles (other than stated above), or other vehicles normally operated only on public roads and highways.
- f. The Grantee will indemnify and hold harmless Grantor from any claim arising out of the public's use of the Trail Easement, except to the extent that the claim results from the intentional or negligent act(s) of Grantor or of any invitee or agent of Grantor. Grantor will indemnify and hold harmless Grantee from any claim arising on the Trail Easement that results from the intentional or negligent acts of Grantor or of any invitee or agent of Grantor.
- g. The Trail Easement is perpetual.
- 2. <u>The Expansion Drainage Easement</u>. Grantor hereby grants to Grantee the

following Expansion Drainage Easement:

a. The Expansion Drainage Easement is over and across the following described real property situated in Otter Tail County, Minnesota, to-wit:

That part of Lot One (1), Block Three (3), Katzke Acres First Addition, Otter Tail County, Minnesota, said plat being on file and of record in the Office of the County Recorder in and for said Otter Tail County: See attached Exhibit E.

- b. The Expansion Drainage Easement expands the Pre-existing Drainage Easement that encumbers Lot One (1), Block Three (3), of said Katzke Acres First Addition and is meant to complement and enhance the functioning of the Pre-existing Drainage Easement.
- c. Grantee will make and provide such improvements, repairs, and maintenance as are necessary to allow the Pre-existing Drainage Easement and the Expansion Drainage Easement to function properly and as

intended. However, any repair or maintenance to either easement necessitated by any act of Grantor or of any invitee or agent of Grantor shall be paid for by Grantor.

- d. Neither Grantor nor any invitee or agent of Grantor shall:
 - 1. Do anything (by commission or by omission) to interfere with the proper functioning of the Pre-existing Drainage Easement or the Expansion Drainage Easement or with the improvement, repair, or maintenance of the same.
 - 2. Construct anything within any portion of the Pre-existing Drainage Easement or the Expansion Drainage Easement that is inconsistent with the 10-foot setback requirement described in paragraph 3(d), below.
 - 3. In any way alter the terrain of the Pre-existing Drainage Easement or the Expansion Drainage Easement.
- e. Grantor may plant grass, trees, and other plants within the bounds of the Pre-existing Drainage Easement and of the Expansion Drainage Easement as limited by paragraph 3(c), below, provided that, by so doing, it does <u>not</u> interfere with the proper functioning of said drainage easements or with maintaining or making necessary improvements or repairs to the same. Should Grantee deem it necessary to remove (either permanently or temporarily) any such plantings for the purpose of improving, repairing, or maintaining said drainage easements, it shall be allowed to do so. If Grantee does so, it shall restore the property to its previous condition except that it shall not be required to replace any plant life other than the grass.
- f. Grantee will indemnify and hold harmless Grantor from any claim arising on the Pre-existing Drainage Easement or the Expansion Drainage Easement except to the extent that the claim results from the intentional or negligent acts of any Grantor or of any invitee or agent of Grantor. Grantor will indemnify and hold harmless Grantee from any claim arising on the Pre-existing Drainage Easement or the Expansion Drainage Easement that results from the intentional or negligent acts of Grantor or of any invitee or agent of Grantor.
- g. The Expansion Drainage Easement is perpetual.
- 3. The following provisions shall govern the use of Lot 1, Block 3, Katzke

Acres First Addition:

· · · ·

- a. The setback for sewered structures built on said lot is, consistent with Section 5.21(A) of Grantee's shoreland ordinance, 75 feet. (For unsewered structures, the setback is 100 feet.)
- b. Grantor may erect a fence abutting but lying to the east of the line which is shown on the attached Exhibit F provided that any such fence does not impair the proper functioning of either drainage easement.
- c. Grantor may plant trees and other plant life on the east side of the line which is shown in the attached Exhibit F provided that it satisfies Grantee's 3-foot setback requirement. For the purposes of this Easement Agreement, this 3-foot setback is measured from the line which is shown in the attached Exhibit F.
- d. The 10-foot structure setback on the west side of the Property shall be measured from the line which is shown on the attached Exhibit F.
- 4. Grantee shall be allowed to enter onto said Lot 1, Block 3, Katzke Acres

First Addition, at such times and at such locations as are reasonable to make such improvements to the easements as Grantee deems necessary and to provide such repair and maintenance to the easements as Grantee deems necessary, provided that such improvements, repair, and maintenance are consistent with the purposes of the easements as stated above. Furthermore, Grantee agrees to not damage Grantor's property in the event it is necessary for Grantee to go over portions of Grantor's property not located within the easements described herein. In the event any portion of Grantor's property that is not within the easements described herein is damaged by Grantee, then Grantee agrees to pay for, and perform, all services necessary to repair said damages.

- 5. With regard to the impervious-surface limitation concern:
 - a. Grantee shall not use more than 3,000 square feet of the Trail Easement see attached Exhibits C and D for impervious trail surfaces.
 - b. If the impervious-surface-limitation rule renders it difficult for the Property to be used in a way desired by its owner and results in a claim of hardship by its owner, Grantee shall look favorably upon

a variance application regarding the same that could include either or both of the following:

- 1. The base square footage of the Property should not include the area – 11,014 square feet – of the Trail Easement and, by extension, no portion of the trail's impervious surface should be counted toward the impervious surface limit
- 2. No portion of the area of the trail's impervious surface should be counted toward the impervious surface limit which shall be determined based on the Property's actual area of 40,700 (more or less) square feet.

NOTE: Grantee can bind neither itself nor members of the public nor the judiciary regarding the final decision on such a future variance application.

6. Grantee shall not assign its rights with respect to this Agreement to any

party without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

7. The easements herein established are binding on the heirs, assigns, and successors in interest of Grantor and Grantee.

Dated this $\frac{24^{Th}}{day}$ of $\frac{May}{day}$, 2007.

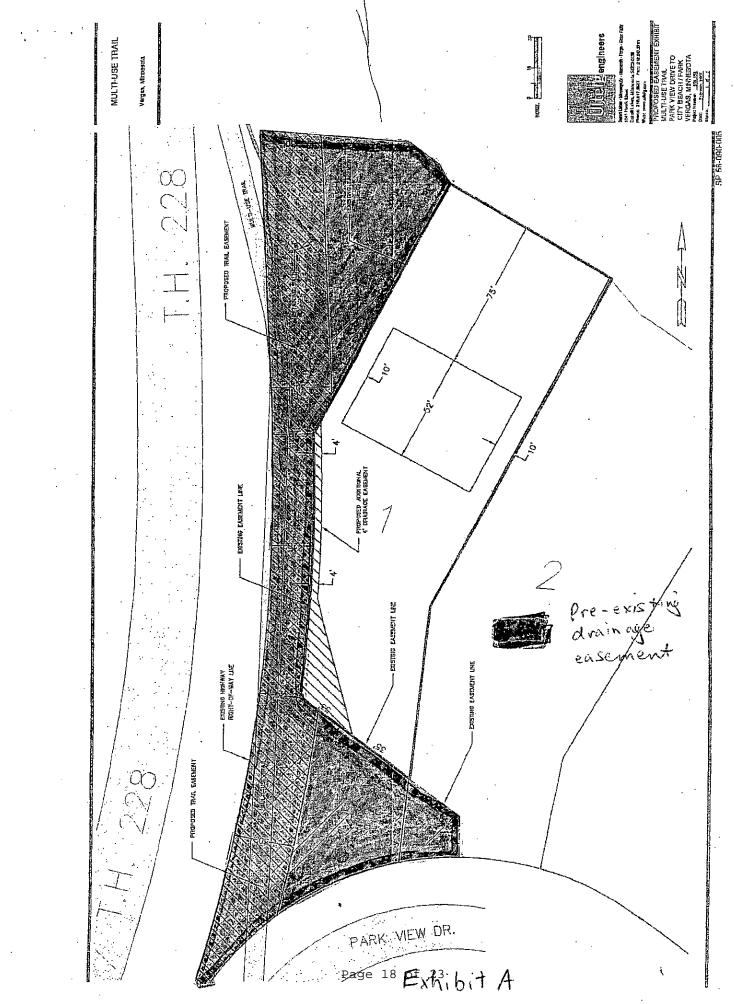
GRANTOR: VERGAS INVESTMENTS. INC Its:

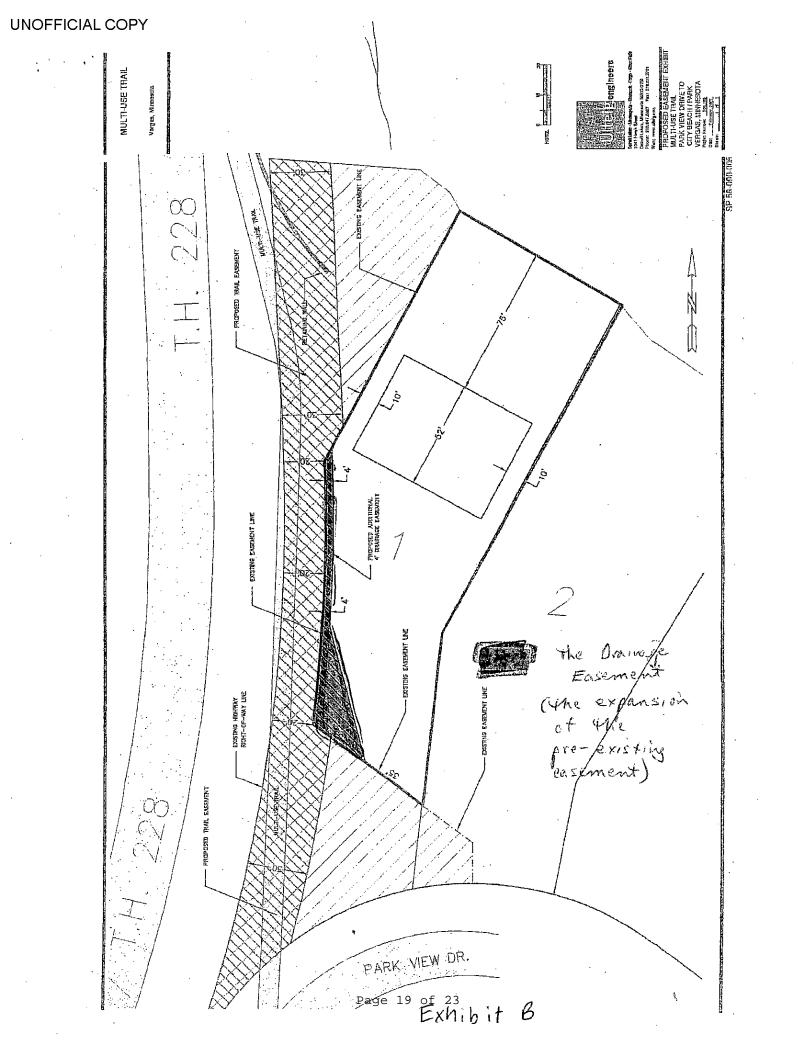
Bv

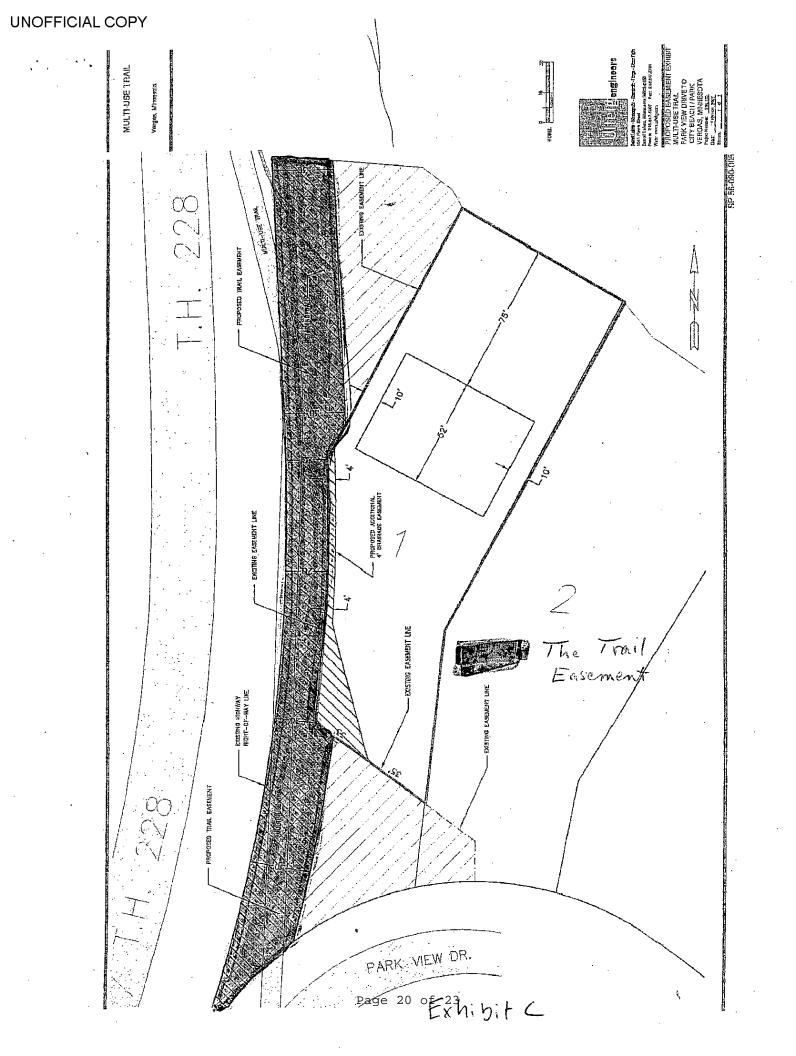
GRANTEE: CITY OF By: Its: By: Its:

, 1 **,** 1 **,** 1

STATE OF MINNESOTA)	
) ss. COUNTY OF OTTER TAIL)	
This instrument was acknowledg by <u>Harold Hoffman</u> and <u>Davi</u> and <u>Secretary</u> respectivel under the laws of the State of Minnesota	ed before me on <u>May</u> <u>24</u> , 2007, <u>J Antonsen</u> , the <u>President</u> y, of Vergas Investments, Inc., a corporation on behalf of said corporation.
GREGORY JON LARSON NOTARY PUBLIC - MINNESOTA My Comm. Exp. Jan. 31, 2008	Notary Public
STATE OF MINNESOTA)	
COUNTY OF OTTER TAIL)	
This instrument was acknowledg by \underline{DEAD} HAARS FICK and \underline{FAA} and \underline{CLERK} respectively behalf of the City of Vergas.	The set of the city of Vergas, State of Minnesota, on M_{M}
This Document Drafted By: Peloquin & Minge, P.A. (JM) 432 Third Avenue SE Perham, MN 56573 (218) 346-6900	Notary Public M. TURGEON NOTARY PUBLIC-MINNESC My Commission Expires JAN. 31. 2







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TRAIL EASEMENT

A perpetual easement for multi-use trail purposes over, under and across that portion of Lot 1, Black 1 of KATZKE ACRES FIRST ADDITION, all in the Southwest Quarter of the Southeast Quarter in Section 24, Township 137 North, Range 41 West of the Fifth Principal Meridian in Otter Tail County, Minnesota, described as follows:

Commencing at the most westerly corner of Lot 9, Block One of KATZKE ACRES, sold plat is an file and on record at the Otter Tail County Recorders Office; thence North 31 degrees 30 minutes 01 second Easi clong the west line of sold Lot 9 a distance of 228.37 feet; thence North 57 degrees 23 minutes 51 seconds West a distance of 343.73 feet; thence North 59 degrees 49 minutes 42 seconds West o distance of 158.43 feet; thence North 64 degrees 49 minutes 36 seconds West a distance of 188.28 to a point on the easterly right of way of Trunk Highway No. 228, soid point is also the northwest corner of Lot 1 of KATZKE ACRES FIRST ADDITION and also the point of beginning; thence continuing along soid easterly right of way on a tangential curve concave to the west having a central angle of 22 degrees 02 minutes 25 seconds and a radius of B68.51, for a distance of 343.09 feet (chord bearing South 03 degrees 54 minutes 50 seconds West) to a point which intersects the northerly right of way of Park View Drive and along a non-tangential curve concave to the southeast having a central angle of 34 degrees 15 minutes 15 seconds and a radius of 150.00 feet, for a distance of 89.68 feet (chord bearing North 32 degrees 03 minutes 52 seconds East) to a point which intersects on an anon-tangential curve concave to the southeast having a central angle of 34 degrees 15 minutes 15 seconds and a radius of 150.00 feet, for a distance of 89.68 feet (chord bearing North 32 degrees 03 minutes 52 seconds east) to a point which intersects on existing easement for utility and drainage purposes as noted on said plat of KATZKE ACRES FIRST ADDITION; thence of 14 feat thence continuing along soid existing easement on a non-tangential curve cancave to the west which is parallel to soid easterly right of way of Trunk Highway No. 228 having a central angle of 06 degrees 37 minutes 01 second and a radius of 89.68.51, a distance of 103.77 feet (chord bearing North 06 degrees 14 minutes 01 second East) to a point which intersects on existing easement f

Containing 11,014 square feet.

Exhibit D

DRAINAGE EASEMENT

A perpetual easement for droinage purposes over, under and across that portion of Lot 1. Block 1 of KATZKE ACRES FIRST ADDITION, all in the Southwest Quarter of the Southeast Quarter in Section 24, Township 1.37 North, Range 41 West of the Fifth Principal Meridian in Otter Tail County, Minnesota, described as follows:

Commencing of the most westerly corner of Lot 9. Block One of KATZKE ACRES, said plot is on file and on record of the Ofter Toil County Recorders Office; thence North 31 degrees 30 minutes 01 second East olong the west line of said Lot 9 o distance of 228.37 feet; thence North 57 degrees 23 minutes 51 seconds West a distance of 343.73 feet; thence North 59 degrees 49 minutes 42 seconds West a distance of 158.43 feet; thence North 54 degrees 49 minutes 35 seconds West a distance of 188.28 to a point of the easterly right of way of Trunk Highway No. 228, said point is also the northwest corner of Lot 1 of KATZKE ACRES FIRST ADDITION; thence South 69 degrees 28 minutes 17 seconds East a distance of 30.27 feet; thence South 07 degrees 06 minutes 23 seconds East a distance of 131.41 feet to a point which intersects an existing easement for utility and drainage purposes as noted on said plat of KATZKE ACRES FIRST ADDITION; thence South 24 degrees 07 minutes 13 seconds West along said easement a distance of 1.93 feet; thence continuing along said existing easement on a non-tangential curve concove to the west which is parallel to said easterly right of way of Trunk Highway No. 228 having a central on a non-tangential curve concove to the west which is parallel to said easterly right of way of Trunk Highway No. 228 having a central on a non-tangential curve concove to the west which is parallel to said easterly right of way of Trunk Highway No. 228 having a central on a non-tangential curve concove to the west which is parallel to said easterly right of way of Trunk Highway No. 228 having a central on a non-tangential curve concove to the west which is parallel to said easterly right of way of Trunk Highway No. 228 having a central or a non-tangential curve concove to the west which is parallel to said easterly right of way of Trunk Highway No. 228 having a central or a non-tangential curve concove to the west which is parallel to said easterly right of way of Trunk Highway No. 228 having a central adistance of 33.14 f

> Exhibit E. Page 22 of 23

Containing 1,173 square feet.

