

City Council
December City Council Meeting
Zoom Id number 267-094-2170
6:30 PM on Tuesday, December 8, 2020

1. **Call to Order**
2. **Citizens' Concerns**
3. **Agenda Additions and Deletions**
4. **Approval of Consent Agenda**
 - a. Council Minutes of the November 10, 16 and 20, 2020
 - b. Bills paid between Council meetings and Council bills
 - c. Liquor Store bills for November 2020
 - d. General Fund/Special Revenue Money Market Account Report
 - e. 2020 Investment Schedule/Bond Schedule
 - f. Late water/sewer bills
 - i. COVID19 applications-no one has applied
 - g. Polling Place Designation
5. **Construction Permits**
6. **2021 Licenses**
7. **Committee Reports**
 - a. Streets
 - i. Snow plowing
 - ii. Glen Street vacations
 - b. Park Board
 - c. Economic Development Authority/Housing Authority
 - d. Planning Commission
 - e. Event Center
 - f. Water/Sewer
 - i. 2021 Water Budget
 - ii. 2021 Sewer Budget
 - g. Personnel
8. **2021 Fee Schedule**
9. **Staff Reports**
 - a. COVID-19 City Update
 - b. Utilities Superintendent Report
 - i. Parks
 - ii. Water and Sewer
 - iii. Streets
 - iv. West Lake Street Property

- c. Liquor Store Manager Report
 - i. Liquor Store Electronic Sign
 - ii. Transfer

10. Employee Training

11. Mayor's Report

12. Adjournment

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- g. Polling Place Designation

Files Attached

- 11-16-20 Special Council Meeting.pdf
- 11-20-20 Special Council Meeting.pdf
- 2020 General Fund Special Revenue Money Market Account.pdf
- Investment Schedule & Bond Schedule.pdf
- Resolution 2019-015 Designating Polling Place.pdf
- 2020 City Bill Listing.pdf
- 2020 Liquor Store Bill Listing.pdf
- Aged Balances on Utility Bills.pdf
- Council Bill Listing.pdf
- 11-10-20 Council Minutes.pdf

CITY OF VERGAS
Special Council Meeting
Monday, November 16, 2020 6:30 P.M.

The City Council of Vergas met for a special meeting at 6:30 p.m., Monday, November 16, 2020 on zoom with the following members present: Mayor Dean Haarstick, Council Members Julie Bruhn, Logan Dahlgren, Paul Pinke and Natalie Fisher. Absent: none. Also present: Clerk-Treasurer Julie Lammers and Barbie Porter of the Frazee-Vergas Forum.

Mayor Dean Haarstick called the meeting to order.

Lammers provided council members with the election results from Otter Tail County. Motion by Dahlgren, seconded by Pinke to approve the vote. Voting yes: Dahlgren, Bruhn, Pinke and Fischer. Voting No: none. Motion carried.

Lammers reviewed updated COVID19 changes: Liquor Store is now doing curbside pickup. Bathrooms and bulletin board have been closed and event center has no rentals until 2021. Lammers asked Council if Liquor Store could post a spot by the awning or a parking spot Main Street for curbside pickup. Council advised Lammers to post a curbside pickup by the awning.

Reviewed the quotes for an electronic sign in front of the Vergas Liquor Store. Motion by Dahlgren, seconded by Pinke to purchase an electronic sign from Scenic Sign Corp for \$36,395 using cares funds and liquor store funds.

Motion by Bruhn, seconded by Pinke to transfer \$10,000 for the Liquor Store to the General Fund. Voting yes: Dahlgren, Bruhn, Pinke and Fischer. Voting No: none. Motion carried.

Meeting adjourned at 7:20 pm.

Clerk-Treasurer Julie Lammers, CMC

CITY OF VERGAS
Special Council Meeting
Friday, November 20, 2020 5:00 P.M.

The City Council of Vergas met for a special meeting at 5:00 p.m., Friday, November 20, 2020 on Zoom with the following members present: Mayor Dean Haarstick, Council Members Julie Bruhn, Logan Dahlgren, Paul Pinke and Natalie Fisher. Absent: none. Also present: Clerk-Treasurer Julie Lammers, Utilities Superintendent Mike DuFrane and Barbie Porter of the Frazee-Vergas Forum.

Mayor Dean Haarstick called the meeting to order.

DuFrane discussed issues at the water plant not being able to fill the water tower and when manually filling the tower it will not stop filling. The snubber valve has been replaced twice and does not correct the issue. DuFrane has contacted Minnesota Rural Water to help trouble shoot the issue. The circuit board on the control panel is not working in the water plant. Currently, the water tower is being filled manually to 18 feet, this will not be enough water if the City has a large fire or water line break. The fire department will fill their trucks from the lake if we do have a fire. In Control, Inc. can bypass the control panel for a limited time, but water tower will not fill over 18 feet. Discussed remote access to the water tower and we may want to add in the future once internet is available at the water plant.

Motion by Dahlgren, seconded by Bruhn to approve the purchase of a circuit board and have installed by In Control, Inc. for \$18,957.00. Voting yes: Dahlgren, Bruhn, Pinke and Fischer. Voting No: none. Motion carried.

Meeting adjourned at 5:20 p.m.

Clerk-Treasurer Julie Lammers, CMC

General Fund/Special Revenue Money Market Account

	2019		2020	2020			11/30/2020
	Balance	Interest	Interest	Purchased	2020 sold	2020 Sold	Balance
				Approved	Approved	Approved	
				7/14/2020	6/9/2020	11/10/2020	
City Shop	1,038.69	1.20%	1.47	2,000.00	0		3,040.16
Easements	5,203.02	6.00%	7.39	0.00	0.00		5,210.41
Event Center	22,387.98	25.82%	31.78	5,000.00	0.00		27,419.76
General	10,437.90	12.04%	14.82	0.00	0.00		10,452.72
Park	14,541.68	16.77%	20.64	3,000.00	4,357.00		13,205.32
Sand Seal (Seal Coating)	15,820.73	18.25%	22.46	8,000.00	0.00		23,843.19
Sidewalk	8,837.89	10.19%	12.55	3,000.00	0.00		11,850.44
Street Improvements/Equipment	8,444.78	9.74%	11.99	5,000.00	0.00	5,000.00	8,456.77
Balance	\$86,712.67	100.00%	\$123.10	\$26,000.00	\$4,357.00	\$5,000.00	\$103,478.77 ***
			123.10				

***Committed total should not drop below \$110,000 or be above \$165,000 at the end of the year.

West Central Initiative Account

					11/23/2020
	1/1/2020	Interest	Donations	Purchases	Balance
Veterans Memorial	0.00	0.00	0.00	0.00	0.00
Event Center	8,664.73	27.55	0.00	43.00	8,649.28
Trails, Parks & Recreation	93,807.50	137.70	29,071.25	122,963.11	53.34
Economic Development	15,341.04	48.79	0.00	77.00	15,312.83
	117,813.27	214.04	29,071.25	123,083.11	24,015.45

City of Vergas
Investment Schedule
2020

	<u>Account Number</u>	<u>12/31/19</u>	<u>Purchase</u>	<u>Sold</u>	<u>Interest Earned</u>	<u>12/31/20</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
General Fund	325657	86,712.67	26,000.00	9,357.00	123.10	103,478.77	0.10	MMDA
Street Debt Service 2006	19919	9,778.51	0.00	0.00	142.72	9,921.23	1.50	2/24/2021
Sewer Reserve	19753	26,247.24	0.00	0.00	203.97	26,451.21	1.55	12/27/2020
Sewer and Water Debt Service	19759	36,785.80	0.00	0.00	551.21	37,337.01	1.50	1/17/2021
Liquor Fund	20097	70,566.31	0.00	0.00	351.86	70,918.17	1.00	12/14/2020
Totals		230,090.53	26,000.00	9,357.00	1,372.86	248,106.39		

City of Vergas
Bond Schedule
2020

<u>Title</u>	<u>Purchase Date</u>	<u>Beg. Balance</u>	<u>Sold Date</u>	<u>Interest Rate</u>	<u>Bank</u>	<u>Maturity Date</u>	<u>Balance 12/31/2019</u>	<u>Interest Due</u>	<u>Total Due 12/31/2020</u>
General Obligation Improvement Refunding Bonds, Series 2015A	42353	299000		0.024254	Vergas State Bank	2/1/27	245,052.75	33,263.00	278,315.75
2009 Gen. Obligation Water/Sewer Refunding Bonds	39973	475000		0.040857	US Bank N.A.	1/1/23	187,150.00	83,352.50	270,502.50
General Obligation Improvement Refunding Bonds, Series 2019A	43627	985000		0.030955	Northland Trust Services, Inc	2/1/40	985,000.00	366,645.72	1,351,645.72
Total		\$1,759,000.00					1,417,202.75		1,900,463.97

RESOLUTION 2020-010

A Resolution Designating the Polling Place for the City of Vergas

WHEREAS, The City Council of the City of Vergas has discussed the designation of the polling place for the City of Vergas;

WHEREAS, The City Council of the City of Vergas designates the Vergas Event Center, 140 W Linden St in said city, as the polling place for the elections;

WHEREAS, The City Council of the City of Vergas agrees that the polling place is:

- Fully accessible
- Large enough to accommodate the election activities
- Free of other non-election activities
- Smoke free
- Liquor free; and
- Located within the precinct.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Vergas is designating the Vergas Event Center, 140 W Linden St, Vergas MN as the polling place for the 2021 elections.

Discussed and adopted this 8th day of December 2020 by the Vergas City Council.

SIGNED:

Dean Haarstick, Mayor

ATTEST:

Julie Lammers, City Clerk

CITY OF VERGAS
 Bill Listing for Nov. 13 to Dec. 7, 2020

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
Adobe Reader	All Depts., Computer Program	16.10
City of Vergas	Payroll	4,637.18
Diane Menz	Election, mileage	70.40
DuFrane, Michael	Cell Phone	75.00
Engbretson, Matt	Cell Phone	25.00
Internal Revenue Services	2020 Withholding Tax	3,027.52
Lake Region Electric	Sign, electricity	12.67
Lammers, Julie	Cell Phone	75.00
Lincoln Marketing	Event, advertising	224.50
Microsoft	All depts., Office 365	21.48
MN Dept. of Revenue	Sales Tax	86.00
MN Dept. Revenue	2020 Withholding Tax	495.39
Public Employees Retirement Assoc.	Payroll	1,828.54
Summers Construction	Event, remodel	14,787.00
Vergas State Bank	Shazam Fee	1.00
Total for bills paid between Council Meetings		<u><u>\$25,382.78</u></u>

City of Vergas Liquor Store Checks Paid in November 2020

Vendor	Description	Total
Arvig Communication System	Security Upgrade -approved 7/14/2020	\$3,880.00
Alex Freight	Freight	\$49.00
Artisan Beer Company		\$596.80
Bergseth Bros		5,094.45
Beverage Wholesalers		4,669.25
Breakthru Beverage MN Wine and Spirits		3,846.43
City of Vergas	Utility	57.06
City of Vergas	Payroll	2,974.19
City of Vergas	Transfer to General Fund	10,000.00
Colonial Life	Employee Reimbursed Ins	159.86
Datamann, Inc	Computer Support	24.10
D-S Beverage		5,738.15
Forum Communications	Advertising	59.00
Great Plains Natural Gas	Utility	66.41
Henry's Foods Inc		1,083.03
Internal Revenue Service	2020 Withholding Tax	786.60
Jack Pine Brewery		174.80
Johnson Brothers Liquor Co		8,174.06
Lincoln Marketing		224.50
Mid-Central Inc		81.15
MN Dept. of Revenue	Sales Tax	4,590.00
MN Dept. Revenue	2020 Withholding Tax	62.94
Phillips Wine & Spirits		6,728.83
Otter Tail Power Company	Utility	314.97
Public Employees Retirement Assoc.	Payroll	\$546.20
Scenic Sign Corp	Electronic Sign 50% downpayment	\$11,336.97
Southern Wine & Spirits of MN		3,061.42
Vergas Hardware	Supplies	7.98
Viking Coca-Cola		274.59
Vinocopia		
	Total	<hr/> 74,662.74
	November Receipts	48,351.53
November Balance		<hr/> <hr/> -\$26,311.21
	January - October Operating Income (Loss)	\$67,509.34
2020 Total Operating Income (Loss)		<hr/> <hr/> \$41,198.13

AGED BALANCES

CITY OF VERGAS

DATE: 12/04/2020 AUTHOR: VERJL22

CRITERIA: ACCT#: 0 - 999999999 NAME: 0 - Z ZIP: 0 - 0 * includes unbilled transactions

STATUS KEY: N=NORMAL W=NEW C=CUTOFF O=CHARGEOFF I=INACTIVE F=FINAL D=DISABLED R=RENTER L=LANDLORD

Acct#	Stat	Customer	Current	Over 30	Over 60	Over 90	Balance
21	N	BENJAMIN KRIEG	\$75.21	\$71.55	\$0.00	\$0.00	\$146.76
230	N	WELDON, BEN &	\$107.96	\$99.05	\$0.00	\$0.00	\$207.01
361	N	RHONDA UEKE	\$113.41	\$53.55	\$0.00	\$0.00	\$166.96
501	N	PHILLIP KERN	\$95.86	\$28.05	\$0.00	\$0.00	\$123.91
570	N	TONY LICENSE	\$71.96	\$109.05	\$0.00	\$0.00	\$181.01
621	N	WOODS, CASSANDRA	\$75.71	\$71.55	\$0.00	\$0.00	\$147.26
711	N	OLSON, SHELBY	\$142.93	\$88.84	\$0.00	\$0.00	\$231.77
910	N	LANKOW, BENJAMIN	\$62.93	\$58.81	\$0.00	\$0.00	\$121.74
1180	N	WANNA BE	\$229.13	\$52.65	\$0.00	\$0.00	\$281.78
1301	N	WANNA BE	\$87.01	\$24.55	\$0.00	\$0.00	\$111.56
1346	N	MOE, CLIFFORD	\$168.81	\$62.55	\$0.00	\$0.00	\$231.36
1361	N	LONGTIN, TRISHA	\$89.82	\$91.66	\$51.06	\$0.00	\$232.54
1621	N	RATZ, ASHLEY	\$38.14	\$39.85	\$0.00	\$0.00	\$77.99
2000	N	LENDE, BRIAN	\$145.77	\$57.22	\$0.00	\$0.00	\$202.99
Totals(14):			\$1,504.65	\$908.93	\$51.06	\$0.00	\$2,464.64

Date Range : 11/7/2020 To 12/8/2020

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/08/2020	Arvig Communication Systems	GG, LS, phone, fax, internet, tv and security	53770	\$590.93			
					100-43010-321-	City Shop	\$64.00
					100-41010-321-	GENERAL GOVERNMENT	\$394.77
					609-49751-321-	Liquor Store - Manager - Off-Sale	\$132.16
12/08/2020	Colonial Life	Employee, insurance employee paid	53771	\$217.98			
					100-41405-999-	Clerk	\$58.12
					609-49751-999-	Liquor Store - Manager - Off-Sale	\$159.86
12/08/2020	Core & Main LP	Water & Sewer, meters	53772	\$9,705.60			
					601-49440-530-	Water Utilities - Administration and General	\$4,852.80
					602-49490-530-	Sewer Utilities - Administration and General	\$4,852.80
12/08/2020	Dacotah Paper Company	Event, supplies	53773	\$131.57			
					100-45110-211-	EVENT CENTER	\$131.57
12/08/2020	Great Plains Natural Gas Company	City Shop, Event, utility	53774	\$308.80			
					100-43010-380-	City Shop	\$182.79
					100-45110-380-	EVENT CENTER	\$126.01
12/08/2020	Gopher State One Call	Wtr, Swr, Locates	53775	\$12.15			
					602-49490-210-	Sewer Utilities - Administration and General	\$6.07
					601-49440-210-	Water Utilities - Administration and General	\$6.08
12/08/2020	Hansons Plumbing & Heating, Inc.	Water, part	53776	\$22.64			
					601-49490-210-	Sewer Utilities - Administration and General	\$22.64
12/08/2020	KLJ Engineering LLC	Engineering services-88 Park View Drive	53777	\$1,685.00			
					100-41010-303-	GENERAL GOVERNMENT	\$1,685.00
12/08/2020	Marco Inc	Copier, contract 2020	53778	\$167.48			

Date Range : 11/7/2020 To 12/8/2020

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
					100-41010-200-	GENERAL GOVERNMENT	\$55.82
					601-49440-200-	Water Utilities - Administration and General	\$55.83
					602-49490-200-	Sewer Utilities - Administration and General	\$55.83
12/08/2020	MINNESOTA DEPARTMENT OF HEALTH	Wtr, Service Fee	53779	\$410.00			
					601-49440-438-	Water Utilities - Administration and General	\$410.00
12/08/2020	Otter Tail Power Company	2020 All depts, utility	53780	\$1,490.18			
					100-43160-380-	Street Lighting	\$564.16
					100-45110-380-	EVENT CENTER	\$239.40
					601-49440-380-	Water Utilities - Administration and General	\$385.95
					602-49490-380-	Sewer Utilities - Administration and General	\$133.89
					100-43010-380-	City Shop	\$75.62
					100-45210-380-	Parks	\$91.16
12/08/2020	Quill Corporation	All depts, Office Supplies	53781	\$13.16			
					100-41010-200-	GENERAL GOVERNMENT	\$13.16
12/08/2020	RMB Environmental Laboratories, Inc	2020 Water, Chemicals	53782	\$20.00			
					601-49440-218-	Water Utilities - Administration and General	\$20.00
12/08/2020	Schik Engineering, LLC	GG, Structrual Assessment	53783	\$1,500.00			
					100-41010-300-	GENERAL GOVERNMENT	\$1,500.00
12/08/2020	Soland Rock & Gravel	Streers, Class -5	53784	\$220.00			
					100-43110-220-	Highways, Streets & Roadways	\$220.00
12/08/2020	U.S. Bank St. Paul	MN Go Water and Sewer Rev. Bonds 2009	53785	\$42,610.00			
					310-47010-611-	DEBT SERVICE	\$2,610.00
					310-47010-601-	DEBT SERVICE	\$40,000.00

Date Range : 11/7/2020 To 12/8/2020

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
12/08/2020	Lakes Area Co-operative	Street, operating fuel	53786	\$46.38	100-43110-210-	Highways, Streets & Roadways	\$46.38
12/08/2020	Peloquin, Jenson PLLC	2020 Legal Fees	53787	\$773.00	100-41610-304-	City/Town Attorney	\$773.00
12/08/2020	M-R Sign Co., Inc.	Street Signs (Inv #209421)	53788	\$197.59	100-43110-210-	Highways, Streets & Roadways	\$197.59
12/08/2020	Vergas Hardware	All Depts, supplies Event, remodeling project	53789	\$414.31	609-49751-211-	Liquor Store - Manager - Off-Sale	\$10.98
					100-45210-211-	Parks	\$68.56
					100-45110-520-	EVENT CENTER	\$224.40
					601-49440-211-	Water Utilities - Administration and General	\$6.23
					602-45110-211-	EVENT CENTER	\$28.18
					100-43110-210-	Highways, Streets & Roadways	\$75.96
12/08/2020	Vergas Insurance Agency, LLP	Bond, Public Official	53790	\$205.00	100-41110-360-	Council/Town Board	\$205.00
12/08/2020	Steve's Sanitation, Inc.	Event, garbage	53791	\$103.26	100-45110-384-	EVENT CENTER	\$103.26
Total For Selected Claims				\$60,845.03			\$60,845.03

Date Range : 11/7/2020 To 12/8/2020

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
	Dean Haarstick		City Council/Town Board, Mayor				Date
	Julie A Bruhn		City Council/Town Board				Date
	Logan M Dahlgren		City Council/Town Board				Date
	Natalie K Fischer		City Council/Town Board				Date
	Paul Pinke		City Council/Town Board				Date

**CITY OF VERGAS
REGULAR MEETING**

Tuesday, November 10, 2020 6:30 P.M.

The City Council of Vergas met at 6:30 p.m., on Tuesday, October 13, 2020 in a Zoom virtual meeting with the following members present: Mayor Dean Haarstick, Council Members: Logan Dahlgren, Julie Bruhn, Paul Pinke and Natalie Fischer. Absent: none. Also present: Clerk/Treasurer Julie Lammers, Loren Menz, Keith Sandau, Steve Peloquin, Shane Poss, Carol Albright, Bruce Albright, Scott Kolbinger and Barbie Porter of the Frazee-Vergas Forum.

Mayor Dean Haarstick called the meeting to order.

No citizens' concerns were discussed.

Motion by Pinke, seconded by Fischer to accept agenda as presented. Voting yes: Pinke, Bruhn, Dahlgren and Fischer. Voting no: none. Motion carried.

We are unable to canvass the vote until after Friday due to the law allowing votes coming in the mail. We will not have official election results until after Thursday. Motion by Bruhn, seconded by Pinke to hold a special council meeting on Monday, November 16 at 6:30 pm. Voting yes: Pinke, Bruhn, Dahlgren and Fischer. Voting no: none. Motion carried.

Motion was made by Pinke, seconded by Fischer to approve the following consent agenda:

- a. Council Minutes of the October 13, 2020.
- b. Bills paid between Council meetings and Council bills for a total of \$42,076.86.
- c. Liquor Store bills for October 2020 for a total of \$51,864.55.
- d. General Fund/Special Revenue Money Market Account Report
- e. 2020 Investment Schedule/Bond Schedule
- f. COVID19 Spending Report
- g. Late water/sewer bills
 - i. COVID19 applications-no one has applied

Voting yes: Bruhn, Pinke, Dahlgren and Fischer. Voting no: none. Motion carried.

Parcel lines along Pelican Avenue and Glen Street have been discussed and property owners have expressed agreement with moving property lines. The City will donate property in the back of parcel 82000990136000 to make up for property being lost on side of their property. Property owners at 82000990136000 stated they want to remain whole in both financial and land since they are not requesting this change. Jack Rosenthal of Trust Compass reviewed boundary line changes and stated they have contracts with all parties, and they are in favor of moving forward with the property. Peloquin stated he will draw up the deeds and get them recorded after they are signed. Discussed payment of deeds and recording of the deeds. Motion by Pinke, seconded by Dahlgren to charge property owners for deeds and recording; the City to pay their portion and for parcel 82000990136000 portion. Voting yes: Bruhn, Pinke, Dahlgren and Fischer. Voting no: none. Motion carried.

Motion by Pinke, seconded by Bruhn to approve the following: grade and fill permit for 202 S Townline Road. Voting yes: Bruhn, Pinke, Dahlgren and Fischer. Voting no: none. Motion carried.

The City needs to pay their portion of the 2019 CDH-Vergas Fire Pension Payment which is divided by Candor Township, Dunn Township, Hobart Township and the City of Vergas.

Motion by Bruhn, seconded by Pinke to sign a 5-year agreement with Hoffman, Phillip, & Knutson, PLLC. Voting yes: Pinke, Bruhn, Dahlgren and Fischer. Voting no: none. Motion carried.

Pinke reviewed the street committee report regarding plowing gravel roads and driver feedback signs. Shane Poss reviewed why he filed a complaint regarding the plowing of Bennett Road. Bennett Road's gravel is in the ditch and wash boarded due to the plowing of a road before the frost. No Township plowed during the October storm because they know better. Plowing this early only causes problems with gravel roads. Council asked Poss to provide information to be put into a snow plowing policy. The driver feedback sign policy was discussed, and the street committee recommended moving forward with this if there is no cost to the city. Motion by Pinke, seconded by Bruhn to fill out driver feedback sign form with Otter Tail County requesting the signs be here in the spring and/or summer. Voting yes: Pinke, Bruhn, Dahlgren and Fischer. Voting no: none. Motion carried.

Carol Albright reviewed the Park and Trail Advisory Committee. Motion by Bruhn, seconded by Fischer to approve Steph Hogan as a Vergas Park Board member replacing Mike Goettel. Voting yes: Pinke, Bruhn, Dahlgren and Fischer. Voting no: none. Motion carried.

Motion by Bruhn, seconded by Pinke to purchase 4 garbage cans for the park at \$500.00 each. Voting yes: Pinke, Bruhn, Dahlgren and Fischer. Voting no: none. Motion carried.

Economic Development Authority/Housing Redevelopment Authority (EDA/HRA) report was reviewed. Council encouraged them to proceed with the plan of a multi-use facility and to look for funding.

Planning Commission report was reviewed. Motion by Pinke, seconded by Bruhn to vacate the road over the ballfield. Voting no: Bruhn, Pinke, Dahlgren and Fischer. Voting yes: none. Motion failed. Peloquin will provide resolution for December meeting. Discussed easement area at 88 Park View Drive. Council is recommending a berm in the easement and we are waiting for their contractor to provide us a quote for the work.

Event Center committee recommended a \$20.00 exercise rate at the event center. Motion by Bruhn, seconded by Pinke to add a \$20.00 fee for exercise events. Voting yes: Bruhn, Pinke, Dahlgren and Fischer. Voting no: none. Motion carried.

Lammers requested we sell 2021-yard waste permits, after the 2020 permits (we have 7 left) are sold instead of waiting until January. Motion by Fischer, seconded by Pinke to sell 2021 permits after current year permits are sold. Voting yes: Bruhn, Pinke, Dahlgren and Fischer. Voting no: none. Motion carried.

Bruhn reviewed utility positions in Vergas. Bruhn provided information from other communities regarding public works employees, stating most of the other communities with populations close to Vergas, have 1 full time position and 1 part time employee.

Lammers reviewed COVID19 procedures for the city.

Utilities Superintendent Mike DuFrane provide a written report.

Streets- Motion by Dahlgren, seconded by Pinke to purchase snowplow from Detroit Lakes for \$12,000. Voting yes: Bruhn, Pinke, Dahlgren and Fischer. Voting no: none. Motion carried.

Lammers reviewed Liquor Store activities. Discussed electronic sign and Council asked Lammers to get more quotes on other signs. Motion by Bruhn, seconded by Pinke to hire Shawna Jones at

\$10.60 an hour at the Vergas Liquor Store. Voting yes: Bruhn, Pinke, Dahlgren and Fischer. Voting no: none. Motion carried.

2021 Budget was reviewed. Motion by Bruhn, seconded by Dahlgren to approve the final 2021 General Fund budget. Voting yes: Pinke, Bruhn, Dahlgren and Fischer. Voting no: none. Motion carried.

Haarstick thanked City residents for allowing him to be on Council these past 31 years.

The business for which the meeting was called having been completed, the meeting was adjourned at 8:10 p.m.

Clerk-Treasurer Julie Lammers, CMC

**City Council
December City Council Meeting
Zoom Id number 267-094-2170
6:30 PM on Tuesday, December 8, 2020**

14. 2021 Licenses

Files Attached

- 2021 Licenses.pdf

2021 Licenses

1. Liquor -
 - a. Billy's Corner Bar
 - b. Skal
 - c. Otter Coffee (wine)
 - d. Olson Oil (3.2 off sale)
 - e. Lion's Club (3.2 on sale)
2. Cigarette License
 - a. Vergas Municipal Liquor Store
 - b. Cenex
 - c. Olson Oil

**City Council
December City Council Meeting
Zoom Id number 267-094-2170
6:30 PM on Tuesday, December 8, 2020**

15. Committee Reports

- a. Streets
 - i. Snow plowing
 - ii. Glen Street vacations
- b. Park Board
- c. Economic Development Authority/Housing Authority
- d. Planning Commission
- e. Event Center
- f. Water/Sewer
 - i. 2021 Water Budget
 - ii. 2021 Sewer Budget
- g. Personnel

Files Attached

- Vergas snow-plowing-policy-4-15-2019.pdf
- Underwood MN SNOW REMOVAL POLICY.pdf
- Two Harbors Snow Plowing Policy Adopted042202.pdf
- Perham Snow plowing Policy.pdf
- Lucan Adopted Snowplowing Policy.pdf
- 11_19_2020 Park Board Minutes_PDF.pdf
- 12-02-20 EDA-HRA Minutes.pdf
- 88 Park View - Berm quote.pdf
- VLS-Vergas Smart Room Project Agreement (2).pdf
- 12-02-2020 Sewer and Water Committee Report.pdf
- 2021 Proposed Sewer Budget.pdf
- 2021 Proposed Water Budget.pdf
- 11-23-2020 Planning Commission Meeting minutes.pdf

City of Vergas Snow Plowing Policy

The City of Vergas Utilities Department is committed to provide excellent snow removal services to the community; and to provide safe passages for vehicular and pedestrian traffic.

The City will provide snow removal services in a safe and cost effective manner, keeping in mind safety, budget, personnel and environmental concerns. The City will utilize its employees and equipment, and/or private contractors when necessary to provide this service.

It is the intention of the City to, if possible, keep routes open to traffic during storms. However, snow and ice control operations will be conducted only when weather conditions do not endanger the safety of employees and equipment, and operations are effective. Factors that may delay snow and ice control operations include: severe cold, significant winds, limited visibility and rapid accumulation of snow and/or ice. It is not the intent of the City to keep these routes completely snow or ice free during a storm.

Generally, operations shall continue until all roads are passable. Widening and clean-up operations may continue immediately or on the following work day depending on conditions and circumstances.

Safety of the plow operators and the public are important. Snow plowing removal operations may be terminated to allow personnel an adequate time for rest. Any decision to suspend operations shall be made by the Utilities Supervisor and shall be based on conditions of the storm. The City will still provide access for emergency services (ambulance, fire, police and medical) during a major snow or ice storm within the City limits.

Sand and salt mixtures are spread over ice or slippery areas to provide an abrasive mixture to melt the ice. Sanding is done the first initial time of plowing operations or whenever ice or slippery conditions develop. Salt and sand will be applied to intersections, curves and hills. The City of Vergas does not have a dry pavement policy, so drivers will always have to be careful during the winter season.

For safety reasons, it is necessary to plow streets from curb to curb so that all snow is cleared from the streets to provide safe traffic flow. It is not the intent of the plow drivers to fill resident's driveways or sidewalks with snow, however this is the only place the snow can go so the streets can be kept clear of snow. Drivers make every attempt to minimize the amount of snow deposited in driveways, but the amount can still be significant. The City of Vergas does not provide driveway cleaning. Possible exceptions are at the discretion of the Utilities Supervisor for emergency situations only.

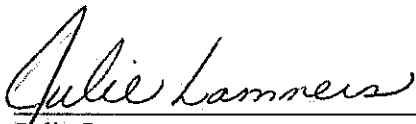
Depending upon the volume of snow, snow storage within the City of Vergas boulevards, right-of-ways and easements can become significant, especially in cul-de-sac areas. The City of Vergas does not provide snow removal from these areas. The Utilities Department will remove snow from intersections within the Vergas city limits where piled snow has created an unsafe passage for vehicular and pedestrian traffic. All other snow removal from City boulevards, right-of-ways and easements will be at the discretion of the Utilities Supervisor. Trash and recyclable containers should be placed on driveway aprons or boulevard areas at least ten (10) feet behind the curb or edge of the street. Do not place containers in the street. The City of Vergas is not responsible for tipped, spilled or damaged containers.


Subject to availability of time, walking paths will be plowed or maintained; however, to avoid killing vegetation, no sanding will be done in these areas.

During snow and ice control operations, questions will be received by Vergas City Office staff. The Utilities Department will take measures to keep the City Office staff informed and updated regarding snow and ice removal operations. (e.g. schedules and breakdowns)

Fire hydrants need to be kept clear of snow so quick access can be made in the case of an emergency. The Utilities Department will make every effort to keep hydrants clear. However, due to work load, fire hydrants may not immediately be cleared. Therefore, City residents are asked to keep fire hydrants in their neighborhoods clear of snow. Thank you.

Policy adopted by the City Council of the City of Vergas, Minnesota this 15th day of April 2019.


Julie Lammers
Clerk/Treasurer


Dean Haarstick
Mayor

SNOW REMOVAL POLICY CITY OF UNDERWOOD

1. Introduction

The City of Underwood believes it is in the best interest of the residents for the city to assume basic responsibility for control of snow and ice on city streets. Reasonable ice and snow control is necessary for routine travel and emergency services. The city will provide such control in a safe and cost effective manner, keeping in mind safety, budget, personnel, and environmental concerns. The city will use city employees and equipment to provide this service. Only in extreme situations will the city contract with outside services for assistance. Fire and medical emergencies will take precedence over all snow removal operation and schedules.

2. Scheduling

A. The City Maintenance Supervisor will decide when to begin snow or ice control operations. Some of the criteria for that decision are:

- i. Snow accumulation of 3 inches or more;
- ii. Drifting of snow that causes problems for travel;
- iii. Icy conditions which seriously affect travel; and
- iv. Time of snowfall in relationship to heavy use of streets.

Snow and ice control operations are expensive and involve the use of limited personnel and equipment. Consequently, snowplowing operations will not generally be conducted for snowfall of less than 3 inches.

B. Snow plow operators will be expected to work eight-hour shifts. In severe snow emergencies, operators sometimes have to work in excess of eight-hour shifts. However, because of budget and safety concerns, no operator shall work more than a twelve-hour shift in any twenty-four hour period. Operators will take a fifteen-minute break every two hours with a half-hour meal break after four hours. After a twelve-hour day, the operators will be replaced if additional qualified personnel are available.

3. How snow will be plowed

Section A. Snow will be plowed in a manner so as to minimize any traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right. The discharge shall go onto the boulevard area of the street. Snow on cul-de-sacs will normally be plowed to the center in an attempt to provide the largest turning radius possible for emergency vehicle ingress and egress. Narrow streets do not always allow for the larger snow removal equipment to be used. These streets will be cleared for emergency vehicles and then “cleaned up” with smaller equipment after the initial clean-up is done for all the streets. (See part 5).

In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

Section B. The city maintenance supervisor and the Street, Lighting, Parks & Recreation Committee will determine if and when snow will be removed from the area by truck. Such snow removal will occur in areas where there is no room on the boulevard for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize environmental problems.

4. Winter Parking

Ordinance #76 prohibits parking on streets from November 1 to April 1 except in areas zoned commercial and for visitors.

5. Priorities and schedule for which streets will be plowed

The city has classified city streets based on the street function, traffic volume and importance to the welfare of the community. Snow Plow routes are high volume routes, which connect major sections of the city and provide access for emergency fire, police, and medical services, and will be plowed first.

The second priority streets are those streets providing access to schools and commercial businesses. The third priority streets are low volume residential streets. The fourth priority areas are alleys and city parking lots.

During significant and severe storms, the city must be prepared to move personnel and equipment to maintain priority routes first. In fulfilling the need to have all priority streets safe and passable, when resources are limited, plowing of all other streets may be stopped at any time so resources can be shifted to priority routes.

Unforeseeable circumstances may cause delays in completing assigned plow routes. Such circumstances may include weather conditions that endanger the safety of snowplow operators and/or safe and effective operation of equipment, commuter traffic, disabled vehicles, poor visibility conditions, parked cars along streets, assistance to emergency response vehicles, equipment breakdown, and personnel shortages.

6. Weather conditions

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of city employees and equipment. Factors that may delay snow and ice control operations included: severe cold, significant winds, and limited visibility.

7. Use of sand, salt and other chemicals

The city will use sand, salt and other chemicals when there are hazardous ice or slippery conditions. The city is concerned about the effect of such chemicals on the environment and will limit its use for that reason.

8. Sidewalks

The city will maintain sidewalks abutting city property only. Ordinance #45, Section 2, Subd. 1 & 2 states:

“All snow, ice, dirt, and rubbish remaining on a public sidewalk more than twelve (12) hours after its deposit thereon is a public nuisance. The owner and the occupant of any property adjacent to a public sidewalk shall use diligence to keep such walk safe for pedestrians. No such owner or occupant shall allow snow, ice, dirt, or rubbish to remain on the walk longer than twelve (12) hours after its deposit thereon.

The City Council or other designated official shall remove from all public sidewalks all snow, ice, dirt and rubbish as soon as possible beginning twelve (12) hours after any such matter has been deposited thereon or after the snow has ceased to fall. He shall keep a record showing the cost of such removal adjacent to each separate lot and parcel and shall deliver such information to the City Clerk

Section 10. Assessment. On or before September 1 of each year, the City Clerk shall list the total unpaid charges for each type of current service against each separate lot or parcel to which they are attributable under this ordinance. After notice and hearing as provided in Minnesota Statutes Section 429.061, the council may then spread the charges against property benefited as a special assessment under Minnesota Statutes, Section 429.101 and other pertinent statutes for certification to the county auditor and collection along with current taxes the following year or in annual installments, not exceeding ten, as the council may determine in each case.

Section 11. Penalty. Any person who maintains a nuisance in violation of Sections 2 and 3 and any person who interferes with a city employee or other authorized person in the performance of any current service under this ordinance is guilty of a misdemeanor, but a prosecution shall be brought for such violation only on the direction of the council. If convicted of such violation, such person shall be subject to a fine of not more than \$300.00 or imprisonment for not more than ninety (90) days, and the costs of prosecution in either case may be added.”

9. Mailboxes

Coming into contact with a mailbox is a common obstacle snowplow operators face during storm activities. Only mailboxes actually hit by a snowplow will be the responsibility of the city. In such cases, and at the mailbox owner's request, the city will replace the mailbox with a standard size, non-decorative metal mailbox and replace the support post as necessary with a 4' x 4", decay resistance wood support post, both installed by the city. Alternatively, the city will reimburse the mailbox owner \$50.00 for the replacement of the mailbox and post by others. The city will not be responsible for damage to mailboxes or support

posts caused by snow or ice coming into contact with the mailbox. Property owners are responsible for clearing the snow and ice away from the mailbox (es) to insure delivery of the mail.

10. Complaint procedure

Complaints will be recorded on a complaint form. Copies of complaints requiring service will be given to the maintenance supervisor. Emergency complaints will be handled in an expeditious manner as resources are available.

11. Deviation from policy

The maintenance supervisor may deviate from this policy when in his or her judgment it is in the best interest of the city or is necessary because of budget needs or other circumstances. Changes in priorities (lasting more than 4 hours) will be documented as to what caused such actions, why the change was necessary, and for how long the change is to be in effect. Those city employees and/or contractors affected will be notified immediately by radio or cell phone of such changes with all communications logged. Information logged will include the time and date of the communication, name of employee contacted, and how they were contacted. Any changes of priorities lasting more than 24 hours should be made in a written record and the public should be informed of such changes through normal methods used by the city for emergency notifications.

This policy will be reviewed on an annual basis when any necessary changes will be made. Any review will consider comments and complaints since the last review and any other factors affecting the policy or its implementation.

This policy is approved and adopted by the City Council of the City of Underwood and will be effective October 6th 2008.

Mayor Bert Kinzler

ATTEST: _____
City Clerk Anna Kiser

Adopted: _____

EXHIBIT A

THE CITY OF TWO HARBORS SNOWPLOWING POLICY

1. Introduction

The City of Two Harbors believes it is in the best interest of the residents for the City to assume basic responsibility for control of snow and ice on city streets. Reasonable ice and snow control is necessary for routine travel and emergency services. The City will provide such control in a safe and cost effective manner, keeping in mind safety, budget, personnel and environmental concerns. The City will use city employees, equipment and/or private contractors to provide this service.

2. When will city start snow or ice control operations?

The Street Superintendent will decide when to begin snow or ice control operations. The criteria for that decision are:

- A. Snow accumulation of 3 inches or more;
- B. Drifting of snow that causes problems for travel;
- C. Icy conditions which seriously affect travel; and
- D. Time of snowfall in relationship to heavy use of streets.

Snow and ice control operations are expensive and involve the use of limited personnel and equipment. Consequently snowplowing operations will not generally be conducted for snowfall of less than 3 inches.

3. How snow will be plowed

Snow will be plowed in a manner so as to minimize any traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right. The discharge shall go onto the boulevard area of the street. When a plow goes on a bridge, the driver shall snow down so that snow does not go over the bridge if possible. In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

4. Snow removal

The Street Superintendent will determine when snow will be removed by truck from the area. Such snow removal will occur in areas where there is no room on the boulevard for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions,

personnel and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize environmental problems.

5. **Priorities and schedule for which streets will be plowed**

The City has classified city streets based on the street function, traffic volume, and importance to the welfare of the community. Those streets classified as Snow Plow Routes will be plowed first. These are high volume routes, which connect major sections of the city and provide access for emergency, fire, police and medical services.

The second priority streets are those providing access to schools and commercial businesses. The third priority streets are low volume residential streets. The fourth priority areas are alleys and city parking lots.

6. **Work schedule for snowplow operators**

Snowplow operators will be expected to work eight-hour shifts. In severe snow emergencies, operators sometimes have to work in excess of eight-hour shifts. However, because of budget and safety concerns, no operator shall work more than a twelve-hour shift in any twenty-four hour period. Operators will take a fifteen minute break every two hours with a half-hour meal break after four hours. After a twelve-hour day, the operators will be replaced if additional qualified personnel are available.

7. **Weather conditions**

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of city employees and equipment. Factors that may delay snow and ice control operations include; severe cold, significant winds and limited visibility.

8. **Use of sand, salt and other chemicals**

The City will use sand, salt and other chemicals when there are hazardous ice or slippery conditions. The City is concerned about the effect of such chemicals on the environment and will limit its use for that reason.

9. **Sidewalks**

The City will maintain some of the sidewalks in the city. The list of those sidewalks is attached hereto. As there is a limited number of personnel available, the city will only maintain these sidewalks after the streets have been plowed.

Sidewalks

The following is a list of sidewalks that the city will maintain for snow removal:

1. All sidewalks that are adjacent to streets, except those that are adjacent to avenues;
2. The sidewalks between Ninth (9th) Street and Sixteenth (16th) Street on Highway 61;
and
3. The sidewalks between Sixteenth (16th) Street and Nineteenth (19th) Street on Seventh (7th) Avenue.

Adopted by Resolution:4-65-02

RESOLUTION NO. 4-65-02

ADOPTING THE CITY OF TWO HARBORS SNOWPLOWING POLICY

WHEREAS, the City Council has carefully considered the necessity of a policy for snowplowing on City streets, and

WHEREAS, the City of Two Harbors believes it is necessary for vehicle and pedestrian safety, routine travel and emergency services, and

WHEREAS, the City of Two Harbors will provide such services in a cost-effective manner, keeping in mind safety, budget, personnel and environmental concerns, now therefore

BE IT RESOLVED, by the City Council of the City of Two Harbors, Minnesota, as follows:

1. The City of Two Harbors Snowplowing Policy, attached hereto as Exhibit A, is hereby approved and adopted.

ADOPTED, this 22nd day of April, A.D., 2002.

Paul E. Baumann
President, City Council

ATTEST: Dee A. Klein
Administrator

APPROVED, by the Mayor of the City of Two Harbors this 23rd day of April, 2002.

Ralph M. Hansen
Mayor

SNOW REMOVAL

Snowplowing and sanding of streets is the major concern during the winter. The City has an ordinance on street parking during the winter months from November 1st. to May 1st. The ordinance calls for scheduled parking during a snow emergency on the odd or even side of the streets based upon the day's date. For example, if the date was December 14, you would park on the even side of the street. If the date was December 15, you would park on the odd side of the street. This scheduled parking is enforced when the city has a snowfall that requires the city plows to be on the streets. The City's Public Works Director or Police Chief will announce through the local radio station, Lakes Radio 99.5 FM or TV14 that a snow emergency has been declared.

Snow plowing is done after 1-2 inches of snow has fallen. The city is split into five different sections to be done by different equipment. Number one section is south of Main Street and west of 3rd Ave. SE. This section is done with the grader because this is the most heavily traveled area. In this section the grader starts at about 1:00AM on most snows. Number two section is north of the railroad tracks and west of County Road 8 N or 1st Ave. N. This section is plowed by a dump truck with a wing. The truck will start as early as 1:00AM, but usually starts around 3:00 or 4:00AM. Number three section is north of the railroad tracks and east of County Road 8 N. or 1st Ave. N. This section is done with a dump truck with a wing. The truck will start as early as 1:00AM, but usually starts around 3:00 or 4:00AM. Number four section is south of Main Street and east of 3rd Ave. SE. This section is cleared by the grader most of the time, but may be plowed by the dump truck occasionally. This section is plowed after section one is completed. The number five section includes the cul-de-sacs in the Westwind area, by the golf course, downtown public parking lots, Emergency Management Building, PACC parking lot, downtown alleys, stub streets downtown and miscellaneous areas. The loader and a 4X4 pickup clear this section. Snow removal in this section begins by 1:00or 2:00AM. Sanding of streets is done after the plowing. The dump truck will sand by schools and downtown areas before heavy traffic periods if possible.

Hauling of snow from the downtown area and public parking lots usually starts the day after the plowing is done. The crews will start at 12:00 or 1:00AM with the grader plowing the snow into a row on one side of the street. Then the loader and dump trucks will start at 2:00 or 3:00AM to haul the snow away. The area is signed the night before to have cars off the streets or the cars will be towed. This is enforced.

City owned sidewalks are cleaned by city crews with a snow blower and broom. The sidewalks cleaned by the city include in front of NP Park, the Emergency Management Building, the City Hall Building, in front of the City Hall Park, and the Library and Museum block. The sidewalk on Fox St. from 1st Ave. to 2nd Ave. SW is also cleared because foot traffic by the schools is heavy.

City of Lucan, Minnesota Snowplowing Policy

1. Introduction

The city of Lucan, Minnesota, finds that it is in the best interest of the residents of the city to assume basic responsibility for control of snow and ice on city streets. Reasonable ice and snow control is necessary for routine travel and emergency services. The city will attempt to provide such control in a safe and cost effective manner, keeping in mind safety, budget, personnel, and environmental concerns. The city will use city employees, equipment and/or private contractors to provide this service. This policy does not relieve the operator of private vehicles, pedestrians, property owners, residents and all others that may be using public streets, of their responsibility to act in a reasonable, prudent and cautious manner, given the prevailing street conditions.

2. When Will the City Start Snow or Ice Control Operations?

The Public Works/ Maintenance operator will decide when to begin snow or ice control operations. The criteria's for that decision are:

- A. Snow accumulation of one (1) inch or more;
- B. Drifting of snow that causes problems for travel;
- C. Icy conditions which seriously affect travel; and
- D. Time of snowfall in relationship to heavy use of streets.

Snow and ice control operations are expensive and involve the use of specific personnel and equipment. Consequently, snowplowing operations will not generally be conducted for snowfall of less than one (1) inch.

2.1 Snow Emergency

A Snow Emergency may be declared when at least three inches of snow has been received in a 24 hour period. Snow Emergencies are declared to allow snow plow crews to clear roadways for movement of fire, health, police and emergency traffic, as well as to ensure the safety of the community. Additionally, the snow emergency restricts parking in city-owned lots so that the snow can be removed from those parking lots. The start time for the Snow Emergency will be declared in the announcement and the emergency remains in effect for 72 hours or until all streets have been plowed curb to curb.

2.1.1 Regulations

2.1.1.1 No parking on city streets until the snow has been plowed from curb to curb, even if the precipitation has stopped.

2.1.1.2 Vehicles parked in violation of snow emergency rules will be towed.

2.1.1.3. Publication/Announcement. The City of Lucan publicizes the declaration of a snow emergency in multiple locations.

2.1.1.3.1 City of Lucan website (www.lucanmn.net)

2.1.1.3.2 City of Lucan's Facebook Page

2.1.1.3.3 Marshall Radio Stations

3. **How Snow will be Plowed**

Snow will be plowed in a manner so as to minimize traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right on two-way streets. The discharge shall go onto the boulevard area of the street. In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

4. **Snow Removal**

The Public Works/ Maintenance will determine if and when snow will be removed from the area by truck. Such snow removal will occur in areas where there is no room on the boulevard for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize environmental problems.

5. **Priorities and Schedule of Streets to be Plowed**

The city has classified city streets based on the street function, traffic volume and importance to the welfare of the community. Those streets classification are as follows:

1st: Collector Roads, Emergency vehicle locations, and Bus routes

2nd: Residential streets, Alleys and City parking lots.

First are high volume routes, which connect major sections of the city and provide access for emergency fire, and medical services. High priority streets are those streets providing access to bus routes established by surrounding school districts. The second priority streets are low volume residential/ commercial streets, alleys and city parking lots.

During significant and severe storms, the city must be prepared to move personnel and equipment to maintain priority routes first. In fulfilling the need to have all priority streets safe and passable, when resources are limited, plowing of all other streets may be stopped at any time so resources can be shifted to priority routes.

Unforeseeable circumstances may cause delays in completing assigned plow routes. Such circumstances may include weather conditions that endanger the safety of snowplow operators and/or safe and effective operation of equipment, commuter traffic, disabled vehicles, poor visibility conditions, parked cars along streets, assistance to emergency response vehicles, equipment breakdown, and personnel shortages.

6. **Traffic Regulations**

The city recognizes that snowplow operators are exempt from traffic regulations set forth in Minnesota Statutes, Chapter 169 while actually engaged in work on streets, except for regulations related to driving while impaired and the safety of school children. Pursuant to

this authority, snowplow operators engaged in snow removal or ice control on city streets have discretion to disregard traffic laws set forth in Chapter 169, except for laws relating to impaired driving and school children safety, when in their judgment, it is safe to disregard such laws. The privileges granted herein to operators of snow removal and ice control vehicles shall apply only if the vehicle is equipped with one lighted lamp displaying a flashing, oscillating, or rotating amber light placed in such a position on the vehicle as to be visible throughout an arc of 360 degrees.

6.1 Parking

The City of Lucan implements a winter parking control on all city streets between the hours of 4:00AM and 12:00PM starting on November 15 and ending on March 15.

6.1.1 Vehicles will be documented and given 24 hours to move during non-emergency time periods. After the given time herein has expired, the City of Lucan reserves the right to remove the vehicle or hire someone to remove and store the vehicle for them.

6.1.2 Any vehicles parked on the street at any time of day during a declared Snow Emergency may be towed.

6.1.3 Expenses incurred for towing uncompliant parked vehicles will be passed to the documented owner and if delinquent will be assessed to taxes.

7. Weather Conditions

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of snowplow operators and equipment. Factors that may delay snow and ice control operations include: severe cold, significant winds, and limited visibility.

8. Use of Sand, Salt, and Other Chemicals

The city will use sand, salt, and other chemicals when there are hazardous ice or slippery conditions. The city is concerned about the effect of such chemicals on the environment and will limit its use for that reason.

9. Resident Information

9.1 Sidewalks

The city will maintain sidewalks adjoined to city property. The city will only maintain these sidewalks after the streets have been plowed. It is the responsibility of the resident and/or property owner to remove all accumulated snow from all other sidewalks along public streets adjoining their property. This includes any snow plowed from public streets onto the sidewalk.

9.2 Mailboxes

Damage to a mailbox is a risk that snowplow operators face during their winter plowing requirements. The city will conduct a review of each mailbox damage claim to determine whether the city has any legal responsibility for the damage and, if so, to replace or provide reimbursement for the mailbox. If the city, in its discretion, determines that reimbursement or

replacement is appropriate, the city may:

- a) At the mailbox owner's request, replace the mailbox with a standard size, non-decorative metal mailbox and replace the support post as necessary with a 4" x 4", decay resistance wood support post, both which will be installed by the city;
- b) Provide reimbursement in a reasonable amount for the mailbox and support posts that meet the city's ordinance standards, as well as state and federal requirements for mailbox size, support and placement.

9.3 Garbage and Recycling Containers

Efficient snow plowing requires that garbage/recycling containers be accessible for pickup, but not in the way for plowing operations. The containers shall be placed off the street to allow for snow removal. The containers may have to be placed at the end of the driveway to meet these requirements. It is the property owner's responsibility to see that the containers are not in the way during snow plowing operations while also being assessable for garbage/recycling pickup.

9.4 Complaint Procedure

Calls requiring service will be transferred to a work request and forwarded to the appropriate supervisor for scheduling. Emergency complaints will be handled in an expeditious manner as resources are available.

10. Deviation from Policy

The Public Works/ Maintenance department may deviate from this policy when in the department's judgment it is in the best interest of the city or is necessary because of budget needs or other circumstances. Any changes of priorities lasting more than 24 hours should be made in a written record and the public should be informed of such changes through normal methods used by the city for emergency notifications.

11. Review and Modification of Policy

The Street Superintendent shall keep on file all comments and complaints received regarding this policy. The policy will be reviewed periodically. Any review will consider comments and complaints since the last review and any other factors affecting the policy or its implementation.

Adopted by the City Council of the City of Lucan on November 5th, 2018.

ATTEST:

Rindy Filzen, Mayor

Shawna Allan, City Clerk

The ZOOM meeting was called to order at 3:30 p.m. by President Sherri Hanson.

1. **Present:** Sherri Hanson, Julie Lammers, Maggie Putz, Carol Albright, Steph Hogan, Dean Haarstick, Paul Pinke, and Mike DuFrane.

2. **October Minutes** were approved with a motion by Hogan, second by Pinke.

3. **Additions to Agenda**

a. Stairs to Trail

b. Comments by Haarstick

4. **Pickle Ball Court/Recreation Complex:**

Albright updated the Council about feedback from the community at the November Council meeting. Hanson met with Jill Shipman from the Pickle Ball Court Committee. The group is now researching two other possible locations—the area behind the Event Center and the parking lot at the ball diamond, to preserve the Little League Field.

Funding would be routed through the Vergas Community Fund, which is part of West Central Initiative, a 501C3 organization. The Trail Project funds were handled through the Vergas Community Fund and will now be newly named Parks, Recreation, and Trail.

5. **Adding a Member to the Park Board:** Hanson explored the idea of adding more members to the Park Board, “the more, the merrier!” Lammers explained that the current and past Councils have limited membership numbers on boards to avoid having difficulty replacing members if and when there is a resignation.

Hanson suggested forming a citizens’ subcommittee to the Park Board with no limits on number of members. It would provide a group of volunteers for parks projects and a wealth of ideas. It is doubtful that the subcommittee needs Council approval but Pinke suggested it would be good to let the Council know about it. **Putz agreed to head the committee.**

6. **Budget:** Lammers provided the updated budget. It shows approximately \$4000 remaining in Improvements. The Council will decide in January how much of the remaining funds will be placed in the Parks Board’s Savings Account for capital outlay.

Lammers will find out why the engineering costs for the drainage issue at 88 Park View were taken from the Parks Board Budget and not the Streets Budget.

7. **Boardwalk:** Lammers reported that the Boardwalk is paid in full, as is the dirt work bill from Sonnenberg Excavating. In addition, four bricks (\$250 each) and two bricks (\$300 each) have been purchased. The form to purchase them is on Vergas’ website. Hanson will make forms available to the public, as well.

a. Reflectors: Lammers will find out if the warranty on the Boardwalk will be affected if we place reflectors on the Boardwalk. Hanson will contact the DNR to find out how they mark their structures. DuFrane will contact the snowmobile club about how they mark structures on their trails. Hanson will then ask for a vote by email to approve reflectors. DuFrane can purchase 3” reflectors for fifty cents each if we buy twenty five.

b. Stairs: Mike Goettel contacted Lammers asking for a Plan for Access to his property located along the Trail. Lammers is waiting for the City Engineer to provide a map of the right of way which the County needs before it can act on whether or not to approve steps. **She will call a special meeting of the Parks Board as soon as she gets the information.**

To clarify some of Goettel’s concerns, Hanson relayed this history:

The easement was already in place prior to Goettels purchasing their property. In fact, Lammers added she remembers that Donnie Bennett, former owner, asked that a memorial to his wife be placed on the Trail when he signed the easement. **Lammers will check the records.**

The Trail Committee did not promise steps to the Goettels but rather a member of the Committee, Pat Prunty, had a conversation with Goettels regarding steps. There is no record of the conversation.

Two contractors met with Goettels to design steps this summer. Goettels did not approve either plan.

Liability Issues: Negligence would have to be proven.

There are some steeper areas in Goettel's ditch where the retaining wall was placed. Otherwise, the slope remains unchanged.

Lammers added: The Council has approved money for the steps so we are legally bound to proceed.

8. Capital Outlay Request: was addressed under Budget.

9. Long Range Plan: Hanson wants to keep this on the Agenda but we will likely have to address it after COVID; or in the newly formed subcommittee. Lammers added that the Planning Commission is doing a Comprehensive Plan and the City Engineer will likely want to meet with the Parks Board for input. There will need to be three public hearings before the plan is approved. In addition, the EDA and Event Center are working on long range plans; a positive for the Vergas Community.

10. Other:

a. Stairs was addressed in Item 7 Boardwalk.

b. DuFrane asked how to keep snowmobiles off the Boardwalk. He will try placing a large rock at each end this year. We may have to install a post in the future. A gate or chain were also suggested. **Lammers will post a notice on the website warning snowmobilers to stay off the Boardwalk.**

c. Haarstick reminded us the spring installed at Long Lake Park in 1993 is past due to be repaired; and requested that more trees be planted at that park since several have been cut down; and the last one planted was likely in 2007.

d. Haarstick and Pinke, as Council liaisons to the Parks Board, will be replaced in January. They both agreed to become part of the Parks Board subcommittee.

Hanson will present the Parks Board report to the Council on December 8, 2020.

Next meeting will be Thursday, December 17 at 3:30 p.m. via ZOOM.

CITY OF VERGAS EDA/HRA
Wednesday, November 4, 2020
9:00 am
Zoom Meeting

The City of Vergas Economic Development Authority (EDA) and Housing Redevelopment Authority (HRA) met on Wednesday, November 4, 2020 at 9:00 a.m. on Zoom with the following members present: Bruce Albright, Paul Pinke, Vanessa Perry and Julie Lammers. Absent: Duane Strand and Kevin Zitzow. Also present: Barbie Porter of Vergas-Frazee Forum.

Meeting was called to order by Julie Lammers as President Kevin Zitzow and Vice President Duane Strand were not present.

Approved agenda as presented.

Motion by Perry, seconded by Albright to approve November 4, 2020 minutes. Motion passed unanimously.

Current Budget was reviewed.

Old Businesses:

Lammers has invited Kurt Keena of the Detroit Lakes HRA to the January meeting to discuss goals in Detroit Lakes. Lammers was asked if she could get recommendations from other communities on how to proceed with moving forward with projects (would like a list of steps taken). Albright reviewed what Barnesville has done in the past with empty buildings. Discussed their Community Fund and how to raise funds for this fund.

Reviewed plans for 105 E Main Street. There is a FEMA grant for 75/25 split grant. MN USDA has a grant for purchasing and removing of the building. Fergus Falls/Otter Tail County EDA has some grant money for economic development. To move forward with these grants, we will need to have a plan for the site. Council has also asked EDA/HRA to provide a plan for the site to move forward. Discussed if we need to have an investor or someone to rent a section of the store before we can move forward. Discussed having a planning strategy meeting on how to move forward with this project. Discussed Duane Strand's drawing and what a great job he did.

Discussed structural report and a request from the realtor to have it provided to them. The City Attorney has stated if the report is going to be used as a bargaining tool, it is private information. If it is not a bargaining tool, it is public information and needs to be given to them. Board decided to give the document to the realtor as public funds were used to purchase the report, they need to know condition of the building.

New Businesses:

No new business was on the agenda.

Our next meeting will be Wednesday, January 6, 2020 at 9:00 a.m. on Zoom.

Meeting adjourned at 9:30 a.m.

Julie Lammers
Secretary of the EDA

****After the meeting I learned the USDA grant application is due Feb. 28, 2021 for up to \$99,000 for purchasing and removal of the building. We will need to have a planning meeting at our Jan. 6 meeting, please plan for this meeting to be a little longer than our usual meeting.**

NESS BACKHOE, INC



Phone: 218-747-2200 FAX: 218-747-2777 Cell: 218-770-5814 nessbackhoe@ptel.com
11468 State Hwy 78, Ashby, MN 56309

Date: 11/23/2020

**Estimate for: The city of Vergas
Adam Dressen
88 Park view drive**

**Email address:
Phone number:**

- **Built berm to ensure water stays in the designated water easement.
Haul in up to 48 yds of black dirt and level with a compact track loader. \$2500.00**

The above is an estimate based on our inspection and information from you. Any unforeseen problems that may occur could result in extra costs of labor, machine time and supplies. Because of this, the above prices are not guaranteed.

Smart Room Project Agreement

This Smart Room Project Agreement (the “Agreement”) is made between Viking Library System, 1915 Fir Avenue, Fergus Falls, Minnesota 56537 (“VLS”) and the City of Vergas, located in Otter Tail County, Minnesota. This Agreement is effective on _____, _____, 2020 (the “Effective Date”).

This Agreement outlines the goals and responsibilities of the parties to this Agreement for the Smart Room Project that is funded by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding.

1. Purpose. The purpose of the Agreement is to provide and expand technology access for: (a) children and families to help with distance learning and (b) individuals impacted by COVID-19 and in need of access to technology and the internet for purposes of job seeking, telehealth access/services, etc. VLS is administering funds from the CARES Act to purchase the Equipment set forth in this and pay for the installation. The City of Vergas has agreed to be a smart room location and to receive the Equipment and provide the technology access.
2. Effective Date and Termination Date. This Agreement shall be in full force and effect as of the Effective Date and **terminated one year from the Effective Date.**
3. Roles and Responsibilities.
 - a. VLS shall do and perform the following:
 - i. Administer the contract for the purchase and installation of the following Equipment in the meeting room located within the Vergas Event Center for the Equipment.
 1. The Equipment shall mean the following: (1) Vaddio Huddleshot camera system; (2) Vaddio Huddleshot mounting bracket; (3) Vaddio tabletop microphone; (4) Sony 65” television; (5) Sannus TV mount; (6) HDMI/Microphone wall jack; (7) Micro PC w/ Bluetooth mouse and keyboard; (8) Wi-fi card for micro PC; (9) Unifi Dream Machine.
 - ii. Pay for the Equipment.
 - iii. **Provide a one-time stipend of \$2,000.00 to the City of Vergas and the stipend shall be used to further the purposes of this Agreement.**
 - iv. Pay for the installation of the Equipment which includes installation of an electrical outlet for the TV and all necessary network cabling.
 - v. **Work with the City of Vergas to administer and coordinate installation with the contractor and Arvig (the telecommunications company).**
 - b. The City of Vergas shall do and perform the following:
 - i. Provide a meeting room located within Vergas Event Center for the Equipment purchased with the CARES Act funding.
 - ii. Assume any and all responsibility and liability for the maintenance, repair, and/or replacement of the Equipment.

- iii. Pay for any associated network connection and service fees related to the Equipment and the performance of the Equipment.
 - iv. Work with VLS to administer and coordinate installation with the contractor **and Arvig (the telecommunications company).**
 - v. Put any and all utilities in the City of Vergas' name from the date the utilities are installed and/or first used (whichever occurs first).
 - vi. **The City of Vergas shall look to the manufacturer of any Equipment and/or the service provider for any warranty claims and agrees that the City of Vergas shall have no claims against VLS for any warranty matters.**
 - vii. **Use the \$2,000.00 stipend to further the purposes of this Agreement**
4. Ownership of the Equipment. The Equipment shall be owned by the City of Vergas and VLS shall have no liability or responsibility for the Equipment **other than as set forth in this Agreement.**
 5. Termination. Either party may terminate this Agreement upon the following conditions: (1) a party breaches this Agreement; (2) the non-breaching party provides written notice of the breach; and (3) the breaching party fails to cure the breach within fourteen (14) days after receipt of the written notice of the breach. The termination of this Agreement shall be effective on the 15th day after receipt of the written notice of the breach and the breaching party has failed to cure the breach.
 6. Termination for Insufficient Funding. VLS may immediately terminate this Agreement if it does not obtain sufficient funding from the CARES Act to perform its obligations under this Agreement and VLS shall not be liable to the City of Vergas for any damages as a result of VLS failing to obtain sufficient funding from the CARES Act to perform its obligations under this Agreement. VLS shall provide reasonable notice after VLS receives notice that there is not sufficient funding from the CARES Act to the City of Vergas.
 7. No Partnership or Joint Venture. This Agreement does not create or establish the relationship of a partnership or a joint venture between VLS and the City of Vergas. The City of Vergas is not acting as the agent, representative, or employee of VLS for any purpose. The City of Vergas shall remain an independent contractor under this Agreement.
 8. Compliance with Law. The City of Vergas agrees to abide by the requirements and regulations of the Americans with Disabilities Act of 1990 (ADA) including changes made by the ADA Amendments Act of 2008 (P.L. 110325), the Minnesota Human Rights Act (Minn. Stat. Chapter 363, as amended), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. In the event of questions from the City of Verga concerning these requirements, VLS agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Agreement.
 9. Audits. The city of Vergas agrees that VLS, an auditor from the State of Minnesota or a federal auditor, or any of their duly authorized representatives, at any time during

normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, inspect, excerpt, copy and/or transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement.

10. Warranties/Representations. The City of Vergas accepts the Equipment in an “AS IS” “WHERE IS” condition except for any applicable manufacturer’s and contractor’s warranties. VLS expressly disclaims, and the City of Vergas expressly waives, any warranty or representation of any nature, oral or written, express or implied, statutory, or common law, without limitation, that of merchantability or fitness for a particular purpose. The City of Vergas expressly acknowledges that the City of Vergas has not relied on any representation or statement provided by VLS. By accepting the Equipment, the City of Vergas agrees that, (i) the City of Vergas shall be deemed to have accepted all risks associated with the Equipment, (ii) as between the City of Vergas and VLS, except as expressly provided in this Agreement, the City of Vergas shall be deemed to have accepted all costs and liability associated in any way with the condition of the Equipment, (iii) the City of Vergas waives, releases and discharges VLS from any and all objections, claims, liability or any causes of action (whether arising by statute or common law) concerning the Equipment. The City of Vergas acknowledges and agrees that the waivers and releases contained in this Section are a material factor in VLS entering into this Agreement and that VLS is not willing to enter into this Agreement unless VLS is provided such waivers and releases from the City of Vergas.
11. Limitation of Liability. NO PARTY HERETO SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES UNDER THIS ADDENDUM INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION OR LOST PROFITS DAMAGES, HOWEVER ARISING, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES RESULT FROM A PARTY’S NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LEGAL LIABILITY.
12. Indemnification. The City of Vergas agrees to defend, indemnify, and hold VLS, its officials, officers, employees, board members, owners, members, and agents harmless from an and all liability including, claims, demands, actions, suits, causes of action, costs (including reasonable attorneys’ fees and costs), expenses, damages, losses, fines, interest, penalties, assessments, judgments, demands, causes of action, and litigation/arbitration of any kind or character arising in any way in connection with this Agreement and the Equipment.
13. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both parties.
14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior

agreements, understandings, proposals, and communications, oral or written, between the parties.

15. Severability. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein and the remainder of the Agreement shall remain in full force and effect.
16. Survival. Provisions of this Agreement which, expressly or by the nature of the rights or obligations set out therein might reasonably be expected to survive, shall survive termination or expiration of this Agreement until they are satisfied or by nature terminate or expire.
17. Authority. Each party acknowledges, represents, and warrants, by and through the duly authorized agent executing this Agreement, that (a) this Agreement was executed after the approval by the governing body of each party; (b) the parties have read and understood this Agreement; (c) the parties have all had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement; and (d) no party is relying on any promises or inducements not contained in this Agreement.
18. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes arising from, related to, or arising out of this Agreement shall be brought in Otter Tail County District Court and each party hereto waives the right to a trial by jury.
19. Notices. Any notice or demand authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To City of Vergas:

Name: _____

Title: _____

111 Main Street
Vergas, MN 56587

To VLS:

Erin Smith

Director

1915 Fir Ave. W.
Fergus Falls, MN 56537

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Accepted by: (Signature)

Accepted by: (Signature)

City of Vergas

Viking Library System

Date: _____

Date: _____

By: _____

By: Erin Smith

Its:

Its: Director

Water Sewer Committee meeting was held on December 2, 2020 at 6:30 pm on Zoom with the following members present Logan Dahlgren, Natalie Fischer, Mike DuFrane and Julie Lammers.

Issue discussed: 2021 Sewer Budget and 2021 Water Budget

Committee reviewed 10-year capital outlay of both sewer and water.

Committee reviewed 2019 and 2020 income and expenses.

Committee recommends to Council the following:

- Approval of the provided water and sewer budgets.

- Raise in Sewer Accessory Charge from \$300 to \$750

- Raise in Sewer Base Rate from \$27.00 to \$28.00 and a raise from \$2.00 per 1,000 gallons to \$2.50 per 1,000 gallons

- Raise in Water Accessory Charge from \$300 to \$750

- Raise in Water Base Rate from \$27.00 to \$28.00 and a raise from \$3.00 per 1,000 gallons to \$3.50 per 1,000 gallons

Committee recommendations for future sewer and water committees.

Review Capital Outlay schedule annually.

Raise water and sewer rates annually. Suggests a 25 cent raise in 2022 for water and a 50 cent raise in 2022 for sewer. City needs to get water and sewer departments funded and planning for future capital outlay expenses.

City of Vergas Sewer Fund

	<u>12/31/2019</u>		<u>11-30-20 Year</u>	<u>Proposed</u>
	<u>Actual</u>	<u>2020 Budget</u>	<u>to Date</u>	<u>2021 Budget</u>
Receiv				
Refunds and Reimbursements	\$212.22	\$0.00	\$0.00	\$0.00
Sewer User Charges	\$81,134.33	\$91,920.00	\$82,869.23	\$119,331.16
Sewer Connection Fee	\$600.00	\$600.00	\$600.00	\$2,250.00
Sewer Late Fees	\$2,715.41	\$3,400.00	\$1,723.36	\$3,400.00
Miscellaneous Revenue	\$482.37	\$0.00	\$69.40	\$0.00
Total Revenues	\$85,144.33	\$95,920.00	\$85,261.99	\$124,981.16
Disbursements:				
Legislative (Council/Board)				
Wages and Salaries	\$2,692.45	\$4,000.00	\$2,740.89	\$3,500.00
Pensions/PERA	\$583.21	\$850.00	\$424.08	\$650.00
Employer Cont./Soc.Sec.	\$0.00	\$0.00	\$0.00	\$0.00
<i>Total Acct 411</i>	<i>\$3,275.66</i>	<i>\$4,850.00</i>	<i>\$3,164.97</i>	<i>\$4,150.00</i>
Executive (Mayor/Manager)				
Wages and Salaries	\$890.08	\$1,300.00	\$901.72	\$1,300.00
Pensions/PERA	\$234.98	\$400.00	\$218.40	\$300.00
Employer Cont./Soc.Sec.	\$0.00	\$200.00	\$0.00	\$100.00
Training Expense	\$0.00	\$0.00	\$0.00	\$0.00
<i>Total Acct 413</i>	<i>\$1,125.06</i>	<i>\$1,900.00</i>	<i>\$1,120.12</i>	<i>\$1,700.00</i>
Sewer Administration & General				
Wages and Salaries	\$22,530.02	\$26,520.00	\$27,567.06	\$28,990.16
Part-Time Employees	\$2,562.51	\$2,000.00	\$1,981.75	\$2,500.00
Employer Cont./Soc.Sec./PERA	\$9,505.96	\$22,000.00	\$16,380.92	\$11,596.00
Health/Life Insurance	\$3,732.40	\$5,200.00	\$3,756.27	\$5,200.00
Workers Compensation	\$0.00	\$450.00	\$0.00	\$450.00
Office Supplies	\$2,175.38	\$2,000.00	\$1,547.77	\$2,000.00
Operating Supplies	\$679.80	\$1,500.00	\$5,174.38	\$5,000.00
Repair & Maint. Supplies	\$1,743.10	\$1,500.00	\$116.85	\$1,500.00
Auditor	\$0.00	\$850.00	\$1,700.00	\$850.00
Telephone	\$525.00	\$525.00	\$481.25	\$525.00
Travel, Mtgs. & Schools	\$819.79	\$1,500.00	\$391.67	\$1,500.00
Dues	\$0.00	\$175.00	\$65.00	\$175.00
Printing & Publishing	\$0.00	\$0.00	\$0.00	\$0.00
Licenses/Permits	\$850.00	\$850.00	\$850.00	\$850.00
Insurance	\$227.00	\$2,000.00	\$1,375.00	\$1,375.00
Utility Services	\$1,874.16	\$2,500.00	\$1,920.14	\$2,250.00
Repair & Maintenance Services	\$15,944.00	\$9,000.00	\$2,200.52	\$7,000.00
City Share/Assessments	\$157.07	\$300.00	\$521.62	\$550.00
Small Tools	\$225.74	\$300.00	\$0.00	\$300.00
Refunds and Reimbursements	\$4.50	\$0.00	\$0.00	\$0.00
Improvements	\$23,572.18	\$10,000.00	\$23,183.53	\$46,520.00
<i>Total Acct 494</i>	<i>\$87,128.61</i>	<i>\$89,170.00</i>	<i>\$89,213.73</i>	<i>\$119,131.16</i>
Total Disbursements	\$91,529.33	\$95,920.00	\$93,498.82	\$124,981.16
Difference	(\$6,385.00)	\$0.00	(\$8,236.83)	\$0.00
Audit (including depreciation)				
2019	(6,385.00)	2018	2017	2016
		(\$3,791.00)	\$755.00	(\$7,444.00)

City of Vergas

		<u>Proposed</u>			
Water Fund		<u>12/31/2019</u>	<u>2020 Budget</u>	<u>11/30/2020</u>	<u>2021 Budget</u>
	Refunds and Reimbursements	1,595.93	0.00	1,099.19	0.00
	Water User Charges	88,238.13	100,770.00	89,468.92	111,789.00
	Water Connection Fee	1,979.87	1,072.00	1,867.55	2,250.00
	Water Late Fees	3,017.43	1,500.00	2,049.54	1,500.00
	Letter Delivery Charge	579.45	0.00	403.87	0.00
	Sale of Water	810.00	300.00	530.00	300.00
	Replaced Parts	91.50	0.00	91.50	0.00
	Total Revenues	\$96,312.31	\$103,642.00	\$95,510.57	\$115,839.00
Disbursements:	Legislative (Council/Board)				
	Wages and Salaries	2,658.66	4,000.00	2,714.47	3,600.00
	Employer Cont./Soc.Sec./PERA	578.89	900.00	554.06	800.00
	Total Acct 411	3,237.55	4,900.00	3,268.53	4,400.00
	Executive (Mayor/Manager)				
	Wages and Salaries	890.08	1,300.00	901.72	1,300.00
	Employer Cont./Soc.Sec./PERA	279.00	600.00	182.20	600.00
	Travel, Mtgs. & Schools	100.00	300.00	0.00	300.00
	Total Acct 413	1,269.08	2,200.00	1,083.92	2,200.00
	Water Administration & General				
	Wages and Salaries	23,114.88	26,520.00	27,075.28	28,990.00
	Part-Time Employees	2,562.51	2,000.00	1,956.30	2,400.00
	Pensions/PERA	10,478.32	10,000.00	9,420.18	8,000.00
	Employer Cont./Soc.Sec.	6,316.82	12,000.00	6,587.92	10,494.00
	Health/Life Insurance	3,822.96	5,200.00	3,756.35	5,200.00
	Office Supplies	2,175.57	1,500.00	1,618.61	2,000.00
	Operating Supplies	102.98	2,000.00	1,664.11	2,000.00
	Chemicals & Chem Products	5,257.80	6,000.00	4,096.58	6,000.00
	Repair & Maint. Supplies	280.97	1,000.00	600.00	1,000.00
	Auditor	0.00	850.00	1,700.00	850.00
	Telephone	525.00	600.00	481.25	525.00
	Travel, Mtgs. & Schools	928.10	1,500.00	962.64	1,500.00
	Dues	275.00	400.00	385.00	400.00
	Annual Fees	150.00	150.00	152.37	160.00
	Printing & Publishing	0.00	0.00	0.00	0.00
	Insurance	1,010.00	2,800.00	1,118.00	1,500.00
	Utility Services	5,705.42	6,000.00	4,993.28	6,000.00
	Repair & Maintenance Service	685.00	750.00	627.50	1,530.00
	Water Connection Fees	1,072.00	1,072.00	1,253.00	1,500.00
	Water Use Fees	177.48	200.00	0.00	200.00
	Capital Outlay	31,857.86	16,000.00	12,429.74	28,990.00
	Refunds & Reimbursements	1,614.01	0.00	853.58	0.00
	Total Acct 494	98,112.68	96,542.00	81,731.69	109,239.00
	Total Disbursements	102,619.31	103,642.00	86,084.14	115,839.00
	Difference	(6,307.00)	0.00	9,426.43	0.00
	Audit (including depreciation)				
2019		2018	2017	2016	2,015.00
(6,307.00)		(7,379.00)	(22,655.00)	(18,385.00)	(8,189.00)

CITY OF VERGAS
PLANNING COMMISSION MINUTES
Monday, November 23, 2020
6:30 pm
Zoom Meeting

The City of Vergas Planning Commission was held on Monday, November 23, 2020 at 6:30 pm on Zoom with the following members present Logan Dahlgren, Robert Jacoby, Natalie Fischer and Paul Pinke. Absent: Van Bruhn. Also, present Clerk-Treasurer Julie Lammers, Joel Quanbeck Kolbinger of KLJ, Engineering and Barbie Porter of the Frazee-Vergas Forum.

Chairperson Dahlgren opened public hearing at 6:30 p.m.

Motion by Dahlgren, seconded by Fischer to accept the agenda with the following addition: December meeting. Voting yes: Pinke, Jacoby, Fischer and Dahlgren. Voting No: none. Motion carried.

Motion by Fischer, seconded by Pinke to approve the minutes of the October 26, 2020 meeting. Voting yes: Pinke, Jacoby, Fischer and Dahlgren. Voting No: none. Motion carried.

Old Business:

Discussed nuisance properties.

Joel Quanbeck reviewed the comprehensive plan and costs of providing the plan. Discussed several different ways to pay for the plan.

Adam and Tara Dresen, owners of 88 Park View Drive, have not provided an estimate for the berm, the city engineer has recommended for the drainage on their property.

Townline Road easement was discussed. Information needed before we can move forward: Is this a minimum maintenance road, how do we get road right-of-way, is this a township road and who built the road.

Follow Up Actions:

Lammers to discuss Vergas Truck Route and parking on 1st Avenue with County Engineer.
Lammers will look into finding grants for Comprehensive plan.

Actions Completed and Removed from Follow up:

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

Council recommendations:

There were no recommendations to Council.

The next meeting will be January 25, 2020 at 6:30 pm.

Meeting adjourned at 7:40 pm.

Secretary,

Julie Lammers, CMC
Clerk-Treasurer
City of Vergas

**City Council
December City Council Meeting
Zoom Id number 267-094-2170
6:30 PM on Tuesday, December 8, 2020**

27. 2021 Fee Schedule

Files Attached

- 2021 Fee Schedule.pdf

CITY OF VERGAS

Fee Schedule

ALL FUNDS**2021**

Administrative Fee	\$30.00
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WATER RATE

Load of Water	\$40.00
Basic Rate	\$28.00 a month
per Gallon Rate	\$3.50 per 1,000 gallons
Connection Fee	\$0.55
Water Connection Fee	\$50.00
Reconnection Fee	\$30.00
Water Accessibility Charge	\$750.00
Frost Plate	\$40.00
Late Fee	10% of bill
Lawn Sprinkler Meter -1"	\$231.23
Lawn Sprinkler Meter -R2"	\$169.38

SEWER RATE

Basic Rate	\$28.00
per Gallon Rate	\$2.50 per 1,000 gallons
Sewer Accessibility Charge	\$750.00
Late Fee	10% of bill

SNOW PLOW RATES

Plowed with Loader	\$100.00 per hour	1 Hour minimum
Plowed with Truck	\$100.00 per hour	1 Hour minimum
Sand Parking Lots	\$100.00 per hour	1 Hour minimum

GENERAL FUND

Construction Permit	\$25/10,000
Construction Permit (work started before permit issued)	\$50/10,000
Variance Permit	\$400.00
Conditional Use Permit	\$150.00
On-Sale Liquor License	\$3,000.00
Sunday Liquor License	\$200.00
Wine License	\$300.00
On-sale 3.2 License	\$125.00
Off-sale 3.2 license	\$75.00
Caterer's Permit (1-4 day permit)	\$75.00
Cigarette License	\$100.00
Yard Waste Permit	\$40.00
Golf Cart Permit	\$20.00
Dog Licenses	\$10.00 \$8 if neutered
Animal Pick up fee	\$50.00 first offense
Fee doubles after each offense	\$100.00 2nd Offense
Mowing	\$100.00 per hour 1 Hour minimum
Fax	\$1.00 per page
Copy	\$0.25 per page
Sign (at Event Center or Liquor Store)	\$15.00 per day

City Council
December City Council Meeting
Zoom Id number 267-094-2170
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28. Staff Reports

- a. COVID-19 City Update
- b. Utilities Superintendent Report
 - i. Parks
 - ii. Water and Sewer
 - iii. Streets
 - iv. West Lake Street Property
- c. Liquor Store Manager Report
 - i. Liquor Store Electronic Sign
 - ii. Transfer

Files Attached

- 12 2020 Mike's report to council.pdf
- KLM Engineering 10-year agreement.pdf
- KLM Engineering external cleaning.pdf

Public Utility Superintendent Report, December 2020

1. Water
 - a. Water tower is being run manually. We are running approximately 25000 gallons a day. On 12-16-2020 we will be filling up to 100000 gallons of water for the fire training burn.
 - b. New Power Supply For treatment plant was installed 12-2-2020 by Zitzow Electric.
 - c. KLM 10-year service agreement.
2. Streets
 - a. We have received the snow bucket from General Equipment
3. Wastewater
 - a. Annual inspection was not completed at this time due to malfunction of crane. Task should be completed this week.
4. The City Farm.
 - a. Propane tank was left out there.
 - a. Should we sell it?
 - b. We have been recycling materials from the farm.



May 5, 2020

By Email Only

Mr. Michael DuFrane
Utilities Superintendent
City of Vergas
PO Box 32, 111 Main Street
Vergas, Minnesota 56587

RE: Proposal for a 10-Year Service Agreement to Perform Inspection Services on the 100,000-Gallon Elevated Water Tower Located in the City of Vergas, Minnesota.

Dear Mr. DuFrane:

KLM is pleased to submit this proposal for a service agreement for the 100,000-gallon elevated water tower located in the City of Vergas, Minnesota for a 10-year period, with the first inspection on or before December 31, 2020. KLM proposes to perform an inspection of the existing conditions of the tower on a 5-year cycle.

By choosing KLM Engineering, Inc., the City of Vergas is investing in the knowledge and expertise of a consultant who will perform an accurate and unbiased inspection of your water tower. Our inspections will clearly identify all the maintenance requirements of the tower and recommend when additional maintenance of the tower may be appropriate.

The experience of KLM's staff in water tank inspections is enhanced by our training as National Association of Corrosion Engineers (NACE) Certified Coatings Inspectors and American Welding Society (AWS) Certified Welding Inspectors. This training, plus the years of field experience in abrasive blasting (surface preparation) painting, rigging, welding, and inspection has given this company a competitive edge for performing this type of work in a safe and professional manner.

Documentation

KLM will provide to the Owner a full report in 2020 and a summary report in 2025 and 2030. These reports will provide the following benefits:

Full Report

1. Clearly stating the actual condition of the coatings and structural integrity.
2. Identify the amount of sediment and estimate the next time it needs cleaning.
3. Provide a schedule for performing recommended maintenance work.
4. Provide a Cost Estimate for all recommended repair work.
5. Color photographs and DVD (ROV only) substantiate details of the report.
6. Copies of the report justify maintenance recommendations to decision-makers.
7. The inspection report can be included in the specification document to provide accurate information on existing conditions for bidders.
8. Recommendation of future inspections.
9. KLM will also provide drawings in the report for future maintenance.

Summary Report

1. Clearly stating the actual condition of the coatings and structural integrity.
2. Document the amount of sediment that was removed from the tower.
3. Provide a schedule for performing recommended maintenance work.
4. Color photographs substantiate details of the report.
5. Copies of the report justify maintenance recommendations to decision-makers.

The inspection report will be provided to the City in digital format (PDF) unless indicated to KLM otherwise. After the City receives the report, KLM will follow up to breakdown our discoveries detailed out in the report.

KLM Work Plan**ROV Inspection**

KLM plans to utilize a two-man crew and a Remote Operated Vehicle (ROV) to perform the inspection. This inspection method can be performed in one day.

KLM will provide NACE Coatings Inspectors, whom are properly trained and qualified to perform this type of inspection. To perform an ROV inspection, the Owner would be required to have the water at or near the high-water level (HWL) at the start of the inspection. KLM inspectors will insert a disinfected ROV into the tank interior, for the interior inspection of the roof, roof structure, and all appurtenances such as vents, manways, and ladders. Photographs will be taken with an underwater camera, which will show the coating deficiencies. The camera will be disinfected in accordance with AWWA. The inlet pipe or wet riser is excluded from the inspection, unless otherwise written into this agreement.

Dry Tank Cleanout Inspection

The dry tank inspection is the method recommended by AWWA M 42 D101-53 (R1986) Part A. However, this method of inspection is limited to areas accessible from a ladder or areas that can be reached from the floor.

KLM will inspect the floor, the reservoir walls, and any interior structure accessible by ladders. All accessible exterior surfaces, including the roof, will also be inspected. KLM will measure and photograph all areas that need to be included in the inspection report. KLM will also remove any sediment inside the tower.

When the tower is empty, KLM will perform a clean-out of the interior of the tower and riser. KLM will disinfect the tank in accordance with Method 1, 2, or 3 of AWWA C652-11. KLM will supply the chlorine and do the clean-out of the bottom.

Exterior and Interior Inspection

The exterior inspection is critical for evaluating the coating conditions to determine whether the coating is a candidate for over coating or complete reconditioning. KLM inspectors will also check for structural deficiencies and OSHA compliance.

KLM will provide a NACE Coatings Inspector that is properly trained and qualified to perform this type of inspection. The exterior will be inspected from all areas accessible without rigging unless otherwise written into this agreement. Coating conditions of both the interior and exterior will be examined using several different testing equipment.

Owner's Responsibilities

ROV Inspection

The Owner's personnel shall be responsible for:

- Providing copies of background information on tower, including maintenance records, construction drawings, previous inspection reports, and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its inspection.
- Provide keys for locks and access to the water tower.

Dry Tank Cleanout Inspection

The Owner's personnel shall be responsible for:

- Verifying the tower is empty prior to arrival of inspectors.
- Disposing of sediment removed from the tower.
- Providing copies of background information on the tower, including maintenance records, construction drawings, previous inspection reports, and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its inspection.
- Taking and testing water samples after the cleanout of the tower has been completed.

10 Year Service Agreement

The purpose of a 10-year service agreement is for KLM to perform an AWWA inspection every five years over the ten-year period. KLM's proposed inspection schedule is listed below.

100,000 Gallon Elevated Water Tower			
Year of Inspections	Scope of Work	Price	Report
By December 31, 2020	ROV Inspection	\$2,800.00	Full Report
By December 31, 2025	Dry Tank Cleanout Inspection	\$3,100.00	Summary Report
By December 31, 2030	Dry Tank Cleanout Inspection	\$3,400.00	Summary Report
Total Price:		\$9,300.00	

The yearly cost breakdown of this service agreement is \$930.00 per year over the ten-year period.

If for some reason beyond KLM's control, the inspection of the tower cannot be performed in one day, and KLM must return for a second day to complete the inspection, the cost of a second day of inspection would be on a time & materials basis. KLM can replace the existing manway gasket(s) for a time and materials fee per gasket. A tower that has excess sediment and requires more than 2 hours of cleaning time may result in extra charges above and beyond the original Agreement amount. Fees are subject to change if proposed work exceeds 12 months from this bid proposal.

***KLM will not bill the City of Vergas, Minnesota in a lump sum. KLM will bill the City of Vergas once the owner receives the report for that individual year. The City of Vergas will not be billed until 2020 after they receive the report.**

Terms & Conditions

KLM has attached our standard Terms & Conditions. The Terms & Conditions are part of this agreement between the City of Vergas, Minnesota and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Additional Information

The City of Vergas, Minnesota and KLM may terminate this agreement at any time by providing a written notice. Both parties can modify the duration or the number of inspections per this 10-year contract as needed and approved. Any modification to this agreement must be in writing and signed by both parties.

If KLM were to find structural or coating maintenance that is needed, KLM would communicate with the City of Vergas on these findings. Fees for structural and coating maintenance is separate and will be covered on a case by case basis with the City of Vergas as needed.

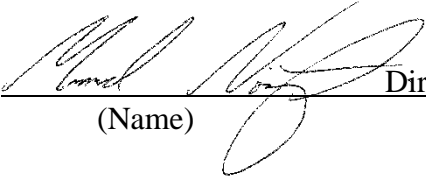
If KLM finds the structure to be unsafe for our crew, we will contact the owner to discuss options.

Agreement

This proposal is valid for sixty (60) May 5, 2020. If the City of Vergas finds this proposal acceptable, please sign and return by mail, fax, or email. When KLM receives the signed proposal, we will call the Owner to coordinate an inspection time. When the City of Vergas receives the inspection report, KLM will bill the Owner according to this agreement.

This agreement, between the City of Vergas, Minnesota and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

_____	_____	City of Vergas, Minnesota
(Name)	(Title)	

(Date)		
	Director of Business Development	KLM Engineering, Inc.
(Name)	(Title)	Woodbury, Minnesota
May 5, 2020		
(Date)		

Sincerely,

KLM ENGINEERING, INC.

Michael Novitzki

Director of Business Development

Email: mnovitzki@klmengineering.com

Enclosed: KLM's Terms and Conditions



May 5, 2020

By Email Only

Mr. Mike DuFrane
Utility Supervisor
City of Vergas
111 Main Street
Vergas, Minnesota 56587

RE: Proposal to Perform an Exterior Cleaning of the 100,000-Gallon Elevated Water Tower (Tower No. 1) Located in the City of Vergas, Minnesota.

Dear Mr. DuFrane:

KLM is pleased to submit this proposal to clean the exterior of the 100,000-gallon elevated water tower (Tower No. 1) for the City of Vergas, Minnesota. KLM proposes to perform a detailed cleaning of the exterior of this tower in conformance with this proposal.

By choosing KLM Engineering, Inc., the City of Vergas is investing in the knowledge and expertise of a consultant who can perform a thorough cleaning of the exterior of your water tank.

Cleaning of the exterior mold, mildew, dirt and debris can be technically difficult at times. Our experience with coating types and manufacturers gives KLM a competitive edge of how to effectively remove the existing film.

KLM knows and understands what will work to remove the debris and bring the tower's coating back to new like condition. This work is based on years of experience and the correct treatment and washing ratio.

The experience of KLM's staff in water tower inspections has been enhanced by our training as National Association of Corrosion Engineers (NACE) Certified Coatings Inspectors and American Welding Society (AWS) Certified Welding Inspectors. This training, plus the years of experience in abrasive blasting (surface preparation) painting, rigging, welding, and inspecting has given this company a competitive edge for performing this type of work in a safe and professional manner.

Scope of Work

Exterior Pressure Washing

The complete exterior of the tower (roof, tower/stem and shell) shall be cleaned by power washing. Power wash and clean water rinse surfaces shall be completely dry inspected and approved by the Owner.

This work explicitly includes all work and operations, including but not limited to those necessary for: the movement of personnel, equipment, supplies, and incidentals to and from the project site; the establishment and subsequent removal of all offices, Contractor's buildings, and other facilities necessary for work on the project; cleanup of the tower and site and all other work and operations which must be performed or costs incurred prior to beginning and after completion of work on the various items on the project site.

KLM is responsible for the protection of all antennas, cables, and associated equipment from damage during reconditioning. Protection may include the temporary removal of antennas and/or cables from their support mounts to blast and paint behind or beneath these items. All equipment cabinets and buildings must be adequately protected and vented to prevent dust contamination and overheating of equipment. The contractor shall coordinate all work with the antenna owners.

The complete exterior of the tower shall be cleaned by power washing to remove any dirt streaking, water, soap or other debris which may accumulate from the washing operations.

KLM is not responsible for any coating damage that may occur during exterior cleaning. If the exterior protective coatings are failing prematurely KLM will discuss with the owner different options on removing the mold/mildew/biofilm. If the current coatings are visibly showing premature coating failures prior to KLM entering the job site KLM's crew will discuss options for proceeding. If KLM starts the cleaning process and the coatings begin to be removed KLM will discuss this with the owner.

Exterior Cleaning Fees

The cleaning will be performed in accordance with this proposal for a fee of: \$5,500.00

Owner's Responsibilities

The Owner's personnel shall be responsible for:

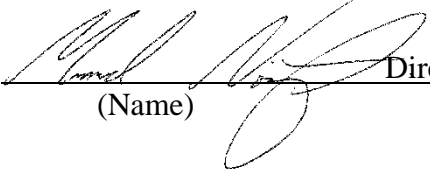
- Providing a live fire hydrant for fresh water for the pressure washer
- Approving the cleaning at the start up and when it's completed

Agreement

This proposal is valid for sixty (60) days from May 5, 2020. If the City of Vergas finds this proposal acceptable, please sign and return. When KLM receives the signed proposal, we will call the City of Vergas to coordinate a cleaning schedule. When the cleaning is done to the satisfaction of the Owner, KLM will bill the Owner per this agreement.

This agreement, between the City of Vergas, Minnesota and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

_____	_____	City of Vergas, Minnesota
(Name)	(Title)	

(Date)		
	Director of Business Development	KLM Engineering, Inc.
(Name)	(Title)	Woodbury, Minnesota

May 5, 2020		
(Date)		

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

Michael Novitzki

Director of Business Development

Phone: 651-773-5111

Fax: 651-773-5222

Cell: 651-440-5058

Email: mnovitzki@klmengineering.com

Enclosure: KLM's Terms & Conditions

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**City Council
December City Council Meeting
Zoom Id number 267-094-2170
6:30 PM on Tuesday, December 8, 2020**

32. Employee Training

Files Attached

- 2021 Employee Trainings.pdf

2021 Vergas Trainings

MN Rural Water Conference – Aug.24-26, 2021 (DuFrane) St Cloud
MN Clerks & Finance (Lammers) St Cloud
Clerks Advanced Academy-September 2021 (Lammers)
LMC, Loss Control Workshop (DuFrane, Engebretson, Lammers)
League of MN Cities Annual Conference (Mayor, Council & Lammers)
Municipal Beverage Association (MMBA), (Lammers) Arrowwood