City Council

2021 October Council Meeting & Public Hearing Vergas Event Center and Zoom Id number 267-094-2170 (password 56587) 6:30 PM on Tuesday, October 12, 2021

- 1. Public Hearing 105 Main Street Variance
- 2. Call to Order
- 3. Citizens' Concerns
- 4. Agenda Additions and Deletions
- 5. Approval of Consent Agenda
 - a. Council Minutes of the Sept. 14, 2021
 - b. Liquor Store bills for September 2021
 - c. Bills paid between Council meetings and Council bills
 - d. Late water/sewer bills
 - e. General Fund/Special Revenue Money Market Account Report
 - f. 2021 Investment Schedule/Bond Schedule
 - g. Turn in Poachers Off-site gambling 10/16/2021
- 6. 105 Main Street

Variance

- 7. Construction Permits
 - a. 105 Main Street
 - b. 131 1st Ave, shingling house
- 8. Mayor's Update
- 9. Committee Reports
 - 1. CDH-Vergas Fire Board
 - 2. Personnel Committee
 - 3. Street/Sidewalks/Yard Waste Committee
 - 1. Road Grading
 - 2. Yard Waste Permits
 - 4. Park Advisory Board
 - 5. Planning Commission
 - 6. EDA/HRA
- 10. 88 Park View Drive Berm
- 11. Small Cities Development Program

137 Main St transfer

12. Staff Reports

Utilities Superintendent Report

- a. Winter Maintenance Agreement
- b. Seal Coat
- c. Traffic Marking

Clerk - Treasurer Report

Liquor Store Manager Report

13. Information & Announcements

- a. Comprehensive Planning Public Meeting, Oct. 19, 2021, 7:00 pm Billy's
- b. League of MN Cities October 27, 2021, 8:30 am 9:30 am Vergas Event Center
- 14. Adjournment
- 15. Closed Meeting sale of W Lake Street Propertypage 1 of 144

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1. Public Hearing - 105 Main Street - Variance

Files Attached

- Public Hearing Notice variance for parking and apartment- 105 East Main Street.pdf
- 151.36 REQUIRED OFFSTREET PARKING.pdf
- Commercial Use Buildings.pdf

VERGAS CITY COUNCIL PUBLIC HEARING NOTICE NOTICE OF PUBLIC HEARING REGARDING

Variance for parking and apartment on street level

NOTICE IS HEREBY GIVEN that the Vergas City Council will hold a public hearing on Tuesday, October 12, 2021, at 6:30 p.m. to be held in the Council Chambers at the Vergas Event Center, 140 W Linden, Vergas, Minnesota, and on zoom id number 267-094-2170 to consider a tax abatement within the City of Vergas pursuant to Minnesota Statute 469.1813 and 116J.993 through 116J.995. A variance request has been made to allow apartment/commercial building to have fewer parking spaces than ordinance requires and to allow a main level apartment on Main Street. Property variance is for property located at 105 Main St Vergas Mn.

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

Julie Lammers
City Clerk-Treasurer

Please Publish Frazee-Vergas Forum the weeks of October 5, 2021, and October 12, 2021

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

Vergas MN 56587

§ 151.36 REQUIRED OFF-STREET PARKING.

The number of off-street parking spaces provided shall be at least the minimum number provided for the following uses:

- (A) One and two-family dwellings: Two spaces per unit.
- (B) Multiple-family dwellings: Two spaces per unit.
- (C) Manufactured home park: Two spaces per unit.
- (D) Theatres, auditoriums, churches and other similar places of assembly: One space per every four seats.
 - (E) Restaurants, bars and the like: One space for every three seats.
 - (F) Retail stores: One space per every 500 square feet of retail floor space.
 - (G) Motels, hotels: One space per sleeping room or unit.
- (H) Service commercial shops, such as auto repair shops, furniture repair shops, appliance repair shops and the like: One space per every 500 square feet of gross floor space.
- (I) Industrial establishments: One space per every two persons of maximum employment during any work period.
 - (J) Wholesale, warehouses: One space per every employee during any work period.
- (K) Uses not mentioned: For any use not specifically mentioned in the schedule of off-street parking requirements, the number of spaces required shall be that required for that use in the schedule which is determined by the City Council to be most similar.

- (1) Business and commercial establishments including:
- (a) Retail establishments, including but not limited to grocery, hardware, drug, clothing, variety and furniture stores; eating and drinking places, auto dealers, automobile service stations, farm implement dealerships, farm supply stores, seasonal evergreen sales and meat locker shops.
- (b) Personal services, including but not limited to laundries, beauty shops, barber shops, funeral homes, shoe repair shops, printing and publishing shops and photographic studios.
- (c) Professional services, including but not limited to medical and dental clinics and attorney's offices.
- (d) Repair services, including but not limited to automobile, jewelry, radio and television repair shops, appliance repair shops, farm and implement repair shops, plumbing contractor's shop and electrical contractor's shop.
- (e) Entertainment and amusement services, including but not limited to motion picture theaters, recreation halls and bowling alleys.
 - (f) Lodging services, including hotels and motels.
 - (g) Finance, insurance, real estate and tax services.
- (2) Public and semi-public buildings, including post office, fire hall and city hall.
 - (3) Private clubs.
 - (4) Apartments, provided they are located above the first floor level.
 - (5) Automobile parking lots.
- (6) Essential services, such as sewer, water, telephone and electric utility facilities.
 - (7) Churches and places of religious assembly.

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4. Agenda Additions and Deletions

Files Attached

- Platform estimate 3 (002).pdf
- Firewall.pdf
- Office 365 with emails.pdf

Summers Construction

300 N Old Detroit Rd MN 56587 License # BC694784

Estimate

Date	Estimate #
10/12/2021	8

Name / Address		
City of Vergas.		

Project

Description	Qty	Cost	Total
Materials and Labor		1,800.00	1,800.00
(Goettel access on walkway)			
		Total	\$1,800.00

Customer Signature



We have prepared a quote for you

Sonicwall Firewall Quote

PREPARED FOR

City of Vergas

PREPARED BY

Joe Kelly

Account Manager

Main: Email: joe.kelly@gocorptech.com Web:



Hardware

Description	Price	Qty	Ext. Price
SonicWall TZ270 Network Security/Firewall Appliance - 8 Port - 10/100/1000Base-T - Gigabit Ethernet - DES, 3DES, MD5, SHA-1, AES (128-bit), AES (192-bit), AES (256-bit) - 8 x RJ-45 - 2 Year Secure Upgrade Plus Advanced Edition - Desktop, Rack-mountable	\$848.44	1	\$848.44
	S	ubtotal:	\$848.44

Main:

Email: joe.kelly@gocorptech.com

Web:



Sonicwall Firewall Quote

Prepared by:

Corporate Technologies

Joe Kelly

joe.kelly@gocorptech.com

Prepared for:

City of Vergas

117 E Main St Vergas, MN 56587 Julie Lammers

(218) 342-2091

jlammers@cityofvergas.com

Quote Information:

Quote #: 004265

Version: 1

Delivery Date: 10/11/2021 Expiration Date: 11/07/2021

Quote Summary

Sales Rep: Joe Kelly

Description	Amount
Hardware	\$848.44
Total:	\$848.44

ALL SERVICES ARE PROVIDED PURSUANT TO CORPORATE TECHNOLOGIES' TERMS AND CONDITIONS, WHICH HAVE BEEN PROVIDED TO CUSTOMER AND WHICH ARE INCORPORATED HEREIN, AVAILABLE ONLINE AT WWW.GOCORPTECH.COM/RESOURCES/TC/. WITH SIGNATURE, CUSTOMER ACKNOWLEDGES TERMS AND CONDITIONS HAVE BEEN READ AND ACCEPTED AND AGREES TO A CREDIT REVIEW. CUSTOMER WILL PROVIDE ADDITIONAL INFORMATION IF NECESSARY.

A down payment may be required prior to placing this order.

Corporate Technologies City of Vergas

Signature:

Name: Joe Kelly

Name: Manager

Date: 10/11/2021

Signature:

Signature:

Date: Signature:

Date: Signature:

Date: 10/11/2021



We have prepared a quote for you

Office 365 Email Migration

PREPARED FOR

City of Vergas

PREPARED BY

Joe Kelly

Account Manager

Main:

Email: joe.kelly@gocorptech.com

Web:



Labor Estimate

Description	Price	Qty	Ext. Price
Labor estimates are based on following the following project requirements to ensure proper implementation and achieve desired benefits.			
Professional Service Includes the Office 365 email migration for 9 users.	\$125.00	9	\$1,125.00
	S	ubtotal:	\$1,125.00



Project Deliverables

- Fully functional email migration
- Calendar Sharing
- AAD Connect (optional)
- Upgraded Office Apps for selected users (optional)
- MFA implementation(optional)
- One Drive (optional)
- Teams install (optional)
- SharePoint (separate SOW)

Main:

Email: joe.kelly@gocorptech.com

Web:



Office 365 Email Migration

Prepared by:

Corporate Technologies

Joe Kelly

joe.kelly@gocorptech.com

Prepared for:

City of Vergas

117 E Main St Vergas, MN 56587 Julie Lammers

(218) 342-2091

jlammers@cityofvergas.com

Quote Information:

Quote #: 004249

Version: 1

Delivery Date: 10/11/2021 Expiration Date: 11/07/2021

Quote Summary

Description	Amount
Labor Estimate	\$1,125.00
Total:	\$1,125.00

ALL SERVICES ARE PROVIDED PURSUANT TO CORPORATE TECHNOLOGIES' TERMS AND CONDITIONS, WHICH HAVE BEEN PROVIDED TO CUSTOMER AND WHICH ARE INCORPORATED HEREIN, AVAILABLE ONLINE AT WWW.GOCORPTECH.COM/RESOURCES/TC/. WITH SIGNATURE, CUSTOMER ACKNOWLEDGES TERMS AND CONDITIONS HAVE BEEN READ AND ACCEPTED AND AGREES TO A CREDIT REVIEW. CUSTOMER WILL PROVIDE ADDITIONAL INFORMATION IF NECESSARY.

I CERTIFY I HAVE READ AND ACCEPT BOTH THE 0365 LICENSE SUBSCRIPTION AND MICROSOFT CUSTOMER AGREEMENTS.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Corporate Technologies

Sales Rep: Joe Kelly

City of Vergas

Signature:	Joe Kelly	Signature:			
Name:	Joe Kelly	Name:	Julie Lammers		
Title:	Account Manager	Date:			
Date:	10/11/2021				



Microsoft Customer Agreement

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

General Terms

These General Terms apply to all of Customer's orders under this Agreement. Capitalized terms have the meanings given under "Definitions."

License to use Microsoft Products

- a. License grant. Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. Duration of licenses. Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.
- c. Applicable Use Rights. For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.
- **d. End Users.** Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
- e. Affiliates. Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.
- f. Reservation of Rights. Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a



Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

- **g. Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):
 - (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
 - (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
 - (3) work around any technical limitations in a Product or restrictions in Product documentation;
 - (4) separate and run parts of a Product on more than one device;
 - (5) upgrade or downgrade parts of a Product at different times;
 - (6) transfer parts of a Product separately; or
 - (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.
- h. License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.
- i. Customer Eligibility. Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (https://aka.ms/eligiblitydefinition). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

Verifying compliance.



Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Privacy.

- a. Personal Data. Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.
- b. Location of Personal Data. To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

Confidentiality.

- a. Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.
- b. Protection of Confidential Information. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each



party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

- c. Disclosure required by law. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. Residual information. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
- e. Duration of Confidentiality obligation. These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

- a. Limited warranties and remedies.
 - (1) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.
 - (2) **Software.** Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

- **b.** Exclusions. The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.
- c. Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.



Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.
- b. By Customer. To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

- **a. Subscriptions.** For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.
- b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- **d.** Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain



subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

Partners.

- a. Selecting a Partner. Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.
- b. Partner Administrator privileges and access to Customer Data. If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.
- c. Support and Professional Services. Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

a. Payment method. Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.



- b. Invoices. Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.
- c. Invoice Payment terms. Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.
- d. Late Payment. Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.
- **e.** Cancellation fee. If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.
- f. Recurring Payments. For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
- g. Taxes. Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.



If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination.

- a. Term. This Agreement is effective until terminated by a party, as described below.
- b. Termination without cause. Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.
- c. Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
 - (1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.
 - (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
 - (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- d. Suspension. Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.
- e. Termination for regulatory reasons. Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Miscellaneous.

a. Independent contractors. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.



- **b.** Agreement not exclusive. Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. Amendments. Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.
- d. Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- e. U.S. export. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.
- f. Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- **g.** Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- h. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- i. Survival. All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- j. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation Dept. 551, Volume Licensing 6100 Neil Road, Suite 210 Reno, Nevada 89511-1137 USA



Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

- k. Applicable law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- **I. Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:
 - (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.
 - (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
 - (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

- m. Order of precedence. These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. Microsoft Affiliates and contractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.
- o. Government procurement rules. By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

"Administrator Data" means the information provided to Microsoft or its Affiliates during signup, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.



"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

"End User" means any person Customer permits to use a Product or access Customer Data.

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Microsoft" means Microsoft Corporation.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

"Online Services" means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Partner" means a company Microsoft has authorized to distribute Products to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Product" means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. "Product" does not include Non-Microsoft Products.

"Product Terms" means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors and consultants.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"use" means to copy, download, install, run, access, display, use or otherwise interact with.

"Use Rights" means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.

City Council 2021 October Council Meeting & Public Hearing

Vergas Event Center and Zoom Id number 267-094-2170 (password 56587) 6:30 PM on Tuesday, October 12, 2021

5. Approval of Consent Agenda

- a. Council Minutes of the Sept. 14, 2021
- b. Liquor Store bills for September 2021
- c. Bills paid between Council meetings and Council bills
- d. Late water/sewer bills
- e. General Fund/Special Revenue Money Market Account Report
- f. 2021 Investment Schedule/Bond Schedule
- g. Turn in Poachers Off-site gambling 10/16/2021

Files Attached

- 2021 Liquor Store Bill Listing.pdf
- 2021 City Bill Listing.pdf
- AgedBalance_10112021 (1).pdf
- General Fund Special Revenue Money Market Account.pdf
- Investment Schedule & Bond Schedule.pdf
- Turn In Poachers Permit.pdf
- City Claims List.pdf
- American Rescue Plan Funding 2021-2026.pdf

City of Vergas Liquor Store Checks Paid in September 2021

Vendor	Description	Total
Absolut Ice		\$139.05
Arctic Glacier USA Inc		\$86.80
Artisan Beer Company		\$1,040.55
Arvig Communication System	Telephone/fax/TV/internet	\$264.32
Beverage Wholesalers		2,118.95
Breakthru Beverage MN Wine and Spirits		1,892.65
Carlos Creek Winery		432.00
City of Vergas	Utility	112.00
City of Vergas	Payroll	4,535.32
Dacotah Paper	Supplies	255.74
Datamann, Inc	Computer Server	26.90
D-S Beverage		6,219.45
Frazee-Vergas Forum	Advertising	21.00
Great Plains Natural Gas	Utility	24.69
Hanson's Plumbing & Heating	LS, sewer repair	601.79
Henry's Food		980.85
Internal Revenue Service	2021 Withholding Tax	734.68
Johnson Brothers Liquor Co	NATIONAL CONTRACTOR OF THE CONTRACTOR	2,683.84
Lammers, Julie	Mileage for MMBA Conference	80.08
Leighton Broadcasting	Advertising	300.00
MN Dept. of Revenue	Sales Tax	7,727.00
MN Dept. Revenue NCR	2021 Withholding Tax	51.35 110.85
	Credit Card Fees Utility	754.58
Otter Tail Power Company		170.35
Paulnet Group Phillips Wine & Spirits	Computer Service	2,294.09
Public Employees Retirement Assoc.	Payroll	\$260.71
Southern Glazer's of MN	i ayıon	3,831.80
Vergas Community Club	Wine walk	50.00
Vergas Hardware	Supplies	73.94
Viking Coca-Cola Bottling Co	Cappilloo	147.57
Vinocopia, Inc		655.50
Wine Merchants		259.13
	Total	38,937.53
	September Receipts	63,226.57
September Balance		\$24,289.04
•		, ,
Jan- August Operating Income (Loss)		\$66,407.51
2021 Total Operating Income (Loss)		\$90,696.55

CITY OF VERGAS

Bill Listing for Sept. 14 to Oct. 11, 2021

VENDOR	DESCRIPTION	TOTAL
A & W	Clerk, training expense	9.07
Adobe Reader	All Depts., Computer Program	16.10
CDH-Vergas Fire Department	2021 reimbursed Fire Training	850.00
City of Vergas	Payroll	4,942.99
Engebretson, Matt	Shop, coffee	15.78
Franklin Fence	Refund construction permit	50.00
Hilton Garden Inn	Clerk, training expense	407.11
Internal Revenue Services	2021 Withholding Tax	3,227.93
Lake Region Electric	Sign, electricity	12.67
Lammers, Julie	Clerk, training expense	202.16
Microsoft	All depts., Office 365	21.48
MN Dept. of Revenue	Sales Tax	94.00
MN Dept. Revenue	2021 Withholding Tax	525.88
Public Employees Retirement Assoc.	Payroll	994.87
Vergas State Bank	Shazam Fee	1.00
Total for bills paid between Council Meetings		\$11,371.04

AGED BALANCES

CITY OF VERGAS

DATE: 10/11/2021 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
405	N	HODNEFIELD, PATRICK	\$92.50	\$87.91	\$78.83	\$72.75	\$331.99
2000	N	LENDE, BRIAN	\$142.84	\$165.85	\$158.96	\$64.06	\$531.71
		Totals(2):	\$235.34	\$253.76	\$237.79	\$136.81	\$863.70

General Fund/Special Revenue Money Market Account

			2021	2021			09/30/2021	
	2020 Balance	Interest	Interest	Purchased	2021 sold		Balance	
City Shop	3,040.27	2.94%	2.28				3,042.55	
Easements	5,210.95	5.04%					5,214.85	
Event Center	27,422.08	26.50%	20.54				27,442.63	
General	10,453.80	10.10%	7.83				10,461.63	
Park	13,206.83	12.76%	9.89	891.00)		14,107.72	
Sand Seal (Seal Coating)	23,844.83	23.04%	17.86				23,862.69	
Sidewalk	11,851.35	11.45%	8.88				11,860.23	
Street Improvements/Equipment	8,457.64	8.17%	6.34				8,463.98	
	4,		4	4	42.22	4	<u> </u>	
Balance	\$103,487.75	100.00%	•	\$891.00	\$0.00	\$0.00	\$104,456.28	***
			77.53					

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

West Central Initiive Account

					09/04/2021
	1/1/2021 Inte	erest	Donations	Purchases	Balance
Veterans Memorial	0.00	0.10	22,120.00	0.25	22,119.85
Event Center	8,649.35	0.32	0.00	8,000.00	649.67
Trails, Parks & Recreation	53.54	0.00	0.00	0.00	53.54
Pickleball	0.00	0.00	9,040.82	1.05	9,039.77
Economic Development	15,312.96	0.92	0.00	0.00	15,313.88
	24,015.85	1.34	31,160.82	8,001.30	47,176.71

Request transfer of \$26,430 for event center remodel project.

City of Vergas Investment Schedule 2021

	Account Number	12/31/20	Purchase :	<u>Sold</u>	Interest Earned	<u>09/30/21</u> <u>I</u>	nterest Rate	Maturity Date
General Fund	325657	103,487.75	891.00	0.00	77.53	104,456.28	0.10	MMDA
Street Debt Service 2006	19919	9,921.23	0.00	0.00	92.32	10,013.55	1.40	2/24/2022
Sewer Reserve	19753	26,656.77	0.00	0.00	66.46	26,723.23	0.50	6/27/2022
Sewer and Water Debt Service	19759	37,060.94	0.00	0.00	204.12	37,265.06	0.55	7/17/2022
Liquor Fund	20097	71,077.30	0.00	0.00	124.04	71,201.34	0.35	12/11/2021
Totals	=	248,203.99	891.00	0.00	564.47	249,659.46		

City of Vergas Bond Schedule 2021

	Purchase		Interest		Maturity	Balance	Interest Due	Total Due
Title		Balance Sold Date	Rate	<u>Bank</u>	Date	12/31/2020	12/31/2021	12/31/2021
General Obligation Improvement Refunding Bonds, Series 2015A	42353	299000	0.02425	Vergas State	2/1/27	245,052.75	33,263.00	278,315.75
2009 Gen. Obligation Water/Sewer Refunding Bonds	39973	475000	0.04086	US Bank N.A.	1/1/23	187,150.00	83,352.50	270,502.50
General Obligation Improvement Refunding Bonds, Series 2019A Total	43627 \$1,7	985000 759,000.00	0.03096	Northland Trust	2/1/40	985,000.00 1,417,202.75	,	1,351,645.72 1,900,463.97

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION	
Organization Name: TURN IN POACHERS License Number: 05574	
Address: BOX 1673 City: DETROIT LAKES , MN zip: 56502	
Chief Executive Officer (CEO) Name: TED BREEZEE Daytime Phone: 218/850-9448	
Gambling Manager Name: DAYLE PETERSON Daytime Phone:	
GAMBLING ACTIVITY	
Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.	
From <u>10 / 16 / 21</u> to <u>10 / 16 / 21</u>	
Check the type of games that will be conducted:	
Raffle Pull-Tabs Bingo Tipboards Paddlewheel	
GAMBLING PREMISES	
Name of location where gambling activity will be conducted: VERGAS COMMUNITY CENTER	
Street address and City (or township): 140 WEST LINDEN ST Zip: 56587 County: OTTI	ERTAIL
 If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42). 	
Does your organization own the gambling premises?	
Yes If yes, a lease is not required.	
No If no, the lease agreement below must be completed, and signed by the lessor.	
LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffl	es)
Rent to be paid for the leased area: \$0 (if none, write "0")	
All obligations and agreements between the organization and the lessor are listed below or attached.	
Any attachments must be dated and signed by both the lessor and lessee. This lease and any attachments is the test and any attachments in the test and any attachments.	
 This lease and any attachments is the total and only agreement between the lessor and the organization conduct gambling activities. 	ing lawful
Other terms, if any:	
Lessor's Signature: Date:	
Print Lessor's Name:	
CONTINUE TO PAGE 2	

Acknowledgment by Local Unit of Governm	ent: Approval by Resolution
CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: Liky of Vergas Date Approved by City Council: 10/13/2021 Resolution Number: 2021-011 (If none, attach meeting minutes.) Signature of City Personnel: Julie Lamners Title: Ucuk Treasure Date Signed: 14/5/24	County Name: Date Approved by County Board: Resolution Number: (If none, attach meeting minutes.) Signature of County Personnel: Title: Date Signed:
Local unit of government must sign.	TOWNSHIP NAME: Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name:
•	Signature of Township Officer:
	Title: Date Signed:
CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLE	DEMENT
	CEO and have their name on file with the Gambling Control Board. 200B Organization Officers Affidavit with the Gambling Control e, and complete and, if applicable, agree to the lease terms as
Mail or fax to: Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032	No attachments required. Questions? Contact a Licensing Specialist at 651-539-1900.
This publication will be made available in alter	native format (i.e. large print, braille) upon request.
	If the Board does not issue a permit, all information provided remains

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Date Range : 9/12/2021 To 10/12/2021

<u>Date</u> 10/12/2021	<u>Vendor</u> Alden Pool & Municipal	<u>Description</u> Water plant, dehimdifier	<u>Claim #</u> 54451	<u>Total</u> \$2,470.00	Account #	Account Name	<u>Detail</u>
	Supply Co.				601-49295-530-	CARES Expense (for Enterprise Funds)	\$2,470.00
10/12/2021	Blue Cross Blue Shield of Minnesota	Employees Health Insurance Premium, October 2021	54452	\$1,448.62			
		October 2021			100-41405-131-	Clerk	\$180.07
					601-49440-131-	Water Utilities - Administration	\$317.14
					001-49440-131-	and General	3317.14
					602-49490-131-	Sewer Utilities - Administration	\$317.14
					002 13 130 202	and General	4017.11
					100-43110-131-	Highways, Streets & Roadways	\$317.14
					100-45210-131-	Parks	\$317.13
10/12/2021	Barefoot Lawns, LLC	PK, fall Herbicide	54453	\$1,100.00			
					100-45210-400-	Parks	\$1,100.00
10/12/2021	Dacotah Paper Company	Event, supplies	54454	\$12.56			
					100-45110-211-	EVENT CENTER	\$12.56
10/12/2021	Dewey's Septic Service	WWTF, sewer jetted line	54455	\$400.00			
		(Hanson's to Billy's)					
					602-49490-300-	Sewer Utilities - Administration	\$400.00
						and General	
40/42/2024	Michael Du France	Ch. Di. Mitte Course and	5.4.45.C	Ć175.00			
10/12/2021	Michael DuFrane	St, Pk, Wtr, Swer, cell phone reimbursement &	54456	\$175.00			
		safety glasses			400 42440 224	Walana Charata 0.2	440 ==
					100-43110-321-	Highways, Streets & Roadways	\$18.75
					100-45210-321-	Parks	\$18.75
					601-49440-321-	Water Utilities - Administration and General	\$18.75
					602-49490-321-	Sewer Utilities - Administration	\$18.75
					002 43430-321-	and General	710.73
					100-43110-245-	Highways, Streets & Roadways	\$100.00
						3 .,	,
10/12/2021	Frazee-Vergas Forum	GG, event, legal ads	54457	\$2,749.00			
					100-41010-350-	GENERAL GOVERNMENT	\$2,749.00

Date Range:	9/12/2021 To 10/12/2021
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<u>Date</u> 10/12/2021	Vendor Flow Measurement and Control	Description Water, WW, certification, Main Lift Station, Wet Well Draw Down, Dual Meter Backwash	<u>Claim#</u> 54458	<u>Total</u> \$727.00	Account #	Account Name	<u>Detail</u>
		backwasii			601-49440-400-	Water Utilities - Administration and General	\$400.00
					602-49490-400-	Sewer Utilities - Administration and General	\$327.00
10/12/2021	Matthew Engebretson	Parks, Street, cell phone reimbursement	54459	\$25.00			
					100-43110-321-	Highways, Streets & Roadways	\$12.50
					100-45210-321-	Parks	\$12.50
10/12/2021	Gopher State One Call	Wtr, Swr, Locates	54460	\$16.20			
, ,	·	, ,			602-49490-210-	Sewer Utilities - Administration and General	\$8.10
					601-49440-210-	Water Utilities - Administration and General	\$8.10
10/12/2021	Hawkins, Inc	Wtr, chemicals	54461	\$76.73			
, ,	·	·			601-49440-218-	Water Utilities - Administration and General	\$76.73
10/12/2021	Hach Corporation	Wtr, chemicals	54462	\$239.31			
,,		,		,	601-49440-218-	Water Utilities - Administration and General	\$239.31
10/12/2021	Julie Lammers	Cell phone Reimbursement	54463	\$75.00			
		Keimbursement			100-41405-321-	Clerk	\$25.00
					602-49490-321-	Sewer Utilities - Administration	\$25.00
						and General	
					601-49440-321-	Water Utilities - Administration and General	\$25.00
10/12/2021	KLJ Engineering LLC	Engineering services-Easement Staking, Road Wasement-Townline	54464	\$819.26			
				Page 36 of 144	100-41010-303-	GENERAL GOVERNMENT	\$819.26
Papart Last Undated: 0	8/20/2014			Page 2 of F			

Date Range:	/12/2021 To 10/12/2021
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<u>Date</u>	<u>Vendor</u>	<u>Description</u>	Claim #	<u>Total</u>	Account #	Account Name	<u>Detail</u>
10/12/2021	JH Signs & Designs, Inc	St, decal installation	54465	\$50.00			
					100-41010-300-	GENERAL GOVERNMENT	\$50.00
10/12/2021	Lakes Area Co-operative	Pks, operating fuel	54466	\$143.48			
					100-45210-210-	Parks	\$143.48
10/12/2021	Locators & Supplies	St, Parks, LS, supplies	54467	\$36.94			
					100-49751-210-	Liquor Store - Manager - Off-Sale	\$17.99
					100-45210-210-	Parks	\$9.48
					100-43110-210-	Highways, Streets & Roadways	\$9.47
						,	
10/12/2021	Lucken's Inc	St, fender for Internation 4900	54468	\$214.25			
					100-43110-210-	Highways, Streets & Roadways	\$214.25
				4			
10/12/2021	Mackner Excavating, Inc.	Shop, clean up at 310 W Lake Street	54469	\$3,000.00			
					100-43010-300-	City Shop	\$3,000.00
10/12/2021	Napa Auto Parts	Str, supplies	54470	\$169.95			
					100-43110-210-	Highways, Streets & Roadways	\$169.95
10/12/2021	Madison National Life Ins	Employee short term	54471	\$34.53			
10/12/2021	Co, Inc	Insurance	34471	751.55			
	,				100-45210-130-	Parks	\$5.76
					601-49440-130-	Water Utilities - Administration	\$5.76
						and General	
					602-49490-130-	Sewer Utilities - Administration	\$5.76
						and General	
					100-41405-130-	Clerk	\$17.25
10/12/2021	Otter Tail County	2021, 2nd half of taxes	54472	\$1,631.82			
	Auditor-Treasurer				100-43128-440-	YARD WASTE	\$260.36
					100-45210-440-	Parks	\$200.30 \$468.75
					602-49490-440-	Sewer Utilities - Administration	\$218.72
						and General	,
					100-45110-440-	EVENT CENTER	\$199.45
					609-49751-440-	Liquor Store - Manager -	\$484.54
						Off-Sale	
				Page 37 of 144	1		

Date Range :	9/12/2021 To 10/12/2021
Date Nange .	3/ 12/ 2021 10 10/ 12/ 2021

<u>Date</u> 10/12/2021	<u>Vendor</u> Olson Oil Co.	<u>Description</u> All Depts, operating	<u>Claim #</u> 54473	<u>Total</u> \$287.53	Account #	Account Name	<u>Detail</u>
		supplies			100-43110-210-	Highways, Streets & Roadways	\$287.53
40/42/2024	Ottos Tall Passage	All deaths willby	54474	63.054.54			7-01.00
10/12/2021	Otter Tail Power Company	All depts, utility	54474	\$2,054.54			
					100-43160-380-	Street Lighting	\$683.53
					100-45110-380- 601-49440-380-	EVENT CENTER Water Utilities - Administration	\$668.51 \$206.08
					001 45440 500	and General	Ψ200.00
					602-49490-380-	Sewer Utilities - Administration and General	\$238.64
					100-43010-380-	City Shop	\$76.87
					100-45210-380-	Parks	\$180.91
10/12/2021	Peloquin, Jenson PLLC	Legal Fees Invoices 21504	54475	\$215.00			
					100-41610-304-	City/Town Attorney	\$215.00
10/12/2021	Productive Alternativies	Event Center, Cleaning	54476	\$219.03	100 15110 000	EVENT OFFITE	4240.00
					100-45110-300-	EVENT CENTER	\$219.03
10/12/2021	Quill Corporation	LS, Office Supplies Inv 19364519	54477	\$107.35			
					609-49751-200-	Liquor Store - Manager - Off-Sale	\$107.35
10/12/2021	RMB Environmental	WWTF, Water,	54478	\$253.00			
	Laboratories, Inc	Chemicals			601-49440-218-	Water Utilities - Administration	\$61.00
					001 43440 210	and General	Ç01.00
					602-49490-218-	Sewer Utilities - Administration	\$192.00
						and General	
10/12/2021	Summers Construction	Event Center Remodel Project	54479	\$1,397.12			
					100-45110-520-	EVENT CENTER	\$1,397.12
40/42/2224	Channels Courth 11	Front made 11	54400	6205.05			
10/12/2021	Steve's Sanitation, Inc.	Event, garbage pick up	54480	\$305.35	100-45110-384-	EVENT CENTER	\$106.36
					100-45110-384-	Parks	\$106.36
				D 20 5 144			,
10/12/2021	Tweeton Refrigeration	Event, service call	54481	Page _{\$54} 8.50 f 144			
Report Last Updated:	08/29/2014			Page 4 of 5			

Date Range: 9/12/2021 To 10/12/2021

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	Claim #	<u>Total</u>	Account #	Account Name	<u>Detail</u>
					100-45110-300-	EVENT CENTER	\$545.50
10/12/2021	Vergas Hardware	All Depts, supplies	54482	\$410.35			
					100-45210-210-	Parks	\$129.83
					100-45110-210-	EVENT CENTER	\$46.96
					100-43010-210-	City Shop	\$16.49
					100-43110-210-	Highways, Streets & Roadways	\$35.23
					100-41010-999-	GENERAL GOVERNMENT	\$164.85
					100-43110-240-	Highways, Streets & Roadways	\$16.99

Total For Selected Claims \$21,409.42 \$21,409.42

Bruce E Albright	City Council/Town Board	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

Report Last Updated: 08/29/2014 Page 5 of 5

American Rescue Plan Funding 2021-2026

		Estimated	Priority
Identified Community Need	Source Identifying	Cost	Ranking
Infrastructure: Generators for 1	Emergency Management		
Water Plant, 1 Fire Hall, 5 lift stations	Mitigation Action Plan		
Infrastructure: Higher grade			
dehumidifier for the water tower	Utilities	2470	1
Lost Revenue: Event Center keyless			
entry and track type unit to provide			
barrier between kitchen & event			
area.	Event Center Committee	\$8,000	
Infrastructure: Paint Water tower out			
of these funds to keep water costs			
down that are passed onto residents.			
down that are passed onto residents.	Residents	\$123,000	
Broadband Infrastructure; IT Support			
(All computers/ipads)	City	\$2,400.00	
Infrastructure: Heaters for Water Plant	Utilities		
Broadband Infrastructure; Microphones			
for Smart Room	General Government	\$5,000.00	

Income:

9/7/2021 Grant Funds 18,623.80

Total Income \$18,623.80

Expenses:

Dehumidifier Water Plant 2,470.00

Total Expenses \$2,470.00

Total in Fund \$16,153.80

City Council 2021 October Council Meeting & Public Hearing Vergas Event Center and Zoom Id number 267-094-2170 (password 56587) 6:30 PM on Tuesday, October 12, 2021

6. 105 Main Street			
Variance			
Files Attached			

• 2143_S Z Building_Final_100121.pdf

S & Z BUILDING

105 EAST MAIN STREET - VERGAS, MINNESOTA 56587

GENERAL NOTES ALL PLANS, DESIGNS, AND CONCEPTS SHOWN IN THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF BHH PARTNERS PLANNERS/ARCHITECTS AND SHALL NOT BE USED,

2) CODES: THIS PROJECT IS GOVERNED BY THE CURRENT BUILDING CODE AS ADOPTED BY THE LOCAL JURISDICTIONS. CODE COMPLIANCE IS MANDATORY. THE DRAWINGS AND SPECIFICATIONS SHALL NOT PERMIT WORK THAT DOES NOT CONFORM TO THESE CODES. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR SATISFYING ALL APPLICABLE CODES AND OBTAINING ALL PERMITS AND REQUIRED APPROVALS. BUILDING AREAS ARE SHOWN FOR CODE PURPOSES ONLY AND SHALL BE RECALCULATED FOR ANY OTHER PURPOSES. REFER TO THE CODE STUDY INFORMATION FOR ADDITIONAL INFO.

DISCLOSED, OR REPRODUCED FOR ANY PURPOSE WHATSOEVER WITHOUT THE ARCHITECT'S

VERIFY ALL DIMENSIONS, CONDITIONS, AND UTILITY LOCATIONS ON THE JOB SITE PRIOR TO BEGINNING ANY WORK OR ORDERING ANY MATERIALS. NOTIFY ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES IN THE DRAWINGS IMMEDIATELY.

WRITTEN DIMENSIONS ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS SHOWN PRIOR TO BEGINNING ANY WORK AND NOTIFY ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES FOR INTERPRETATION OR CLARIFICATION. PLAN DIMENSIONS ARE TO THE FACE OF FRAMING MEMBERS, FACE OF WOOD FURRING OR FACE OF CONCRETE WALLS UNLESS OTHERWISE NOTED. SECTION OR ELEVATION DIMENSIONS ARE TO TOP OF CONCRETE, TOP OF PLYWOOD, OR TOP OF WALL PLATES OR BEAMS UNLESS OTHERWISE NOTED.

IN THE EVENT ADDITIONAL DETAILS OR GUIDANCE IS NEEDED BY THE CONTRACTOR FOR CONSTRUCTION OF ANY ASPECT OF THIS PROJECT, THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY. FAILURE TO GIVE SIMPLE NOTICE SHALL RELIEVE THE ARCHITECT OF RESPONSIBILITY. DO NOT PROCEED IN AREAS OF DISCREPANCY UNTIL ALL SUCH DISCREPANCIES HAVE BEEN FULLY RESOLVED WITH WRITTEN DIRECTION FROM THE

6) DUTY OF COOPERATION:

RELEASE OF THESE PLANS CONTEMPLATES FURTHER COOPERATION AMONG THE OWNER, THEIR CONTRACTOR, AND THE ARCHITECT. DESIGN AND CONSTRUCTION ARE COMPLEX. ALTHOUGH THE ARCHITECT AND THEIR CONSULTANTS HAVE PERFORMED THEIR SERVICES WITH DUE CARE AND DILIGENCE. THEY CANNOT GUARANTEE PERFECTION. COMMUNICATION IS IMPERFECT, AND EVERY CONTINGENCY CANNOT BE ANTICIPATED. ANY AMBIGUITY OR DISCREPANCY DISCOVERED BY THE USE OF THESE PLANS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. A FAILURE TO COOPERATE BY A SIMPLE NOTICE TO THE ARCHITECT SHALL RELIEVE THE ARCHITECT FROM RESPONSIBILITY FOR ALL CONSEQUENCES

ANY ITEMS DESCRIBED HEREIN THAT IMPACT PROJECT BUDGET OR TIME SHALL BE REQUESTED FROM THE GENERAL CONTRACTOR VIA A WRITTEN CHANGE ORDER REQUEST PRIOR TO SUCH WORK. PERFORMANCE OF SUCH WORK WITHOUT APPROVAL BY CHANGE ORDER INDICATES CONTRACTOR'S ACKNOWLEDGMENT OF NO INCREASE IN CONTRACT SUM OR TIME. CHANGES FROM THE PLANS OR SPECIFICATIONS MADE WITHOUT CONSENT OF THE ARCHITECT ARE UNAUTHORIZED AND SHALL RELIEVE THE ARCHITECT OF RESPONSIBILITY FOR ANY AND ALL CONSEQUENCES RESULTING FROM SUCH CHANGES.

IT IS THE INTENT AND MEANING OF THESE DRAWINGS THAT THE CONTRACTOR AND EACH SUBCONTRACTOR PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, SUPPLIES, EQUIPMENT ETC., TO OBTAIN A COMPLETE JOB WITHIN THE RECOGNIZED STANDARDS OF THE INDUSTRY.

1) SUBSTITUTIONS: SUBSTITUTIONS OF "EQUAL" PRODUCTS SHALL BE IN ACCORDANCE WITH SPECIFICATIONS.

THESE DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE GENERAL CONTRACTOR SHALL PROVIDE FOR THE SAFETY, CARE OF UTILITIES AND ADJACENT PROPERTIES DURING CONSTRUCTION, AND SHALL COMPLY WITH STATE AND FEDERAL SAFETY REGULATIONS.

) FIELD CUTTING OF STRUCTURAL MEMBERS: THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL FIELD COORDINATE AND OBTAIN APPROVAL FROM ARCHITECT/ENGINEER BEFORE ANY CUTTING, NOTCHING OR DRILLING OF ANY CAST-IN-PLACE CONCRETE, STEEL FRAMING, OR ANY OTHER STRUCTURAL ELEMENTS WHICH MAY AFFECT THE STRUCTURAL INTEGRITY OF THE BUILDING. REFER TO INTERNATIONAL BUILDING CODE, MANUFACTURER'S OR SUPPLIER'S INSTRUCTIONS, AND

STRUCTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS.

2) MECHANICAL NOTE: MECHANICAL SUBCONTRACTOR IS RESPONSIBLE FOR DESIGN, INSTALLATION, & APPROVAL OF MECHANICAL SYSTEMS TO MEET CODE AND AUTHORITIES HAVING JURISDICTION. PROVIDE OWNER WITH DRAWINGS SHOWING ZONING OF IN FLOOR HEATING SYSTEM (IF APPLICABLE) \$ FORCED AIR DUCT SYSTEM. PROVIDE RED LINED SET OF DRAWINGS TO OWNER AT END OF PROJECT. ALL PENETRATIONS THROUGH BUILDING ENVELOPE TO BE SEALED TIGHT.

3) ELECTRICAL NOTE: ELECTRICAL SUBCONTRACTOR IS RESPONSIBLE FOR DESIGN, INSTALLATION, \$ APPROVAL OF ELECTRICAL, LIGHTING, AND LIFE SAFETY SYSTEMS AS REQUIRED TO MEET CODE AND AUTHORITIES HAVING JURISDICTION. ELECTRICAL SUBCONTRACTOR TO PROVIDE & INSTALL ALL SMOKE/FIRE ALARMS/CARBON MONOXIDE DETECTION AND LIGHTING THROUGHOUT AS REQUIRED TO COMPLY WITH ALL CURRENT ELECTRICAL CODES. PROVIDE RED LINED SET OF DRAWINGS TO OWNER AT END OF PROJECT. ALL PENETRATIONS THROUGH BUILDING ENVELOPE TO BE SEALED TIGHT.

PLUMBING SUBCONTRACTOR IS RESPONSIBLE FOR DESIGN, INSTALLATION AND APPROVAL OF PLUMBING SYSTEM TO MEET CODE AND AUTHORITIES HAVING JURISDICTION. PLUMBING CONTRACTOR RESPONSIBLE FOR SUBMITTAL AND PAYMENT OF PLUMBING PLAN REVIEW. MECHANICAL SUBCONTRACTOR TO PROVIDE VENTILATION (AIR EXCHANGES) AND EXHAUST FANS AT ALL ROOMS AS REQUIRED BY CODE. PROVIDE PASSIVE RADON MITIGATION SYSTEM THAT CAN BE ACCESSED IF RADON IS DETECTED SO THAT EXHAUST FAN MAY BE INSTALLED AT A LATER DATE. PROVIDE RED LINED SET OF DRAWINGS SHOWING SUPPLY \$ DRAIN LINES TO OWNER AT END OF PROJECT. ALL PENETRATIONS THROUGH BUILDING ENVELOPE TO BE SEALED TIGHT.

SOILS INFORMATION IS AVAILABLE FOR THE PROJECT AND WAS OBTAINED FROM TEST PIT OBSERVATION REPORT PREPARED BY INDEPENDENT TESTING TECHNOLOGIES, PROJECT #21-409, DATED SEPTEMBER 20, 2021.

SITE INFORMATION WAS OBTAINED FROM "CERTIFICATE OF SURVEY" PREPARED BY MEADOWLAND SURVEYING, INC. DATED AUGUST 5TH, 2021, DRAWING NUMBER T9975-15.

SHEET INDEX

REACH RANGES:

FORWARD REACH

*/*MAX

UNOBSTRUCTED

SIDE REACH

TITLE SHEET, SITE, & CODE DATA: A-O.O GENERAL NOTES, PROJECT CONTACT INFORMATION, SHEET INDEX, ACCESSIBILITY & BARRIER FREE STANDARDS A-O.I CODE REVIEW PLANS, CODE DATA

CERTIFICATE OF SURVEY

A-I.O EXISTING/DEMOLITION SITE PLAN, DEMOLITION NOTES

- PROPOSED SITE PLAN, CONSTRUCTION NOTES PROPOSED GRADING PLAN, WALK SECTIONS
- A-2.0 PROPOSED MAIN LEVEL FLOOR PLAN, WALL TYPES, TYPICAL ASSEMBLIES, DETAILS
- A-2.I PROPOSED UPPER LEVEL FLOOR PLAN A-2.2 PROPOSED ROOF PLAN
- A-2.3 PROPOSED MAIN LEVEL RCP
- A-2.4 PROPOSED UPPER LEVEL RCP A-3.0 PROPOSED EXTERIOR ELEVATIONS
- A-4.0 PROPOSED BUILDING SECTIONS
- A-5.0 ENLARGED FLOOR PLANS, INTERIOR ELEVATIONS A-6.0 PROPOSED WINDOW ELEVATIONS, DOOR TYPES, FRAME TYPES, NOTES

SI.O GENERAL NOTES

<u>SPACE</u>

42" MIN

IF LESS

THAN 48"-

- S2.0 FOUNDATION PLAN FLOOR/LOW ROOF FRAMING PLAN
- UPPER ROOF FRAMING PLAN FOUNDATION SECTIONS & DETAILS
- FRAMING SECTIONS & DETAILS

FRAMING SECTIONS & DETAILS 55.0

OWNER

S & Z PROPERTIES LLC 105 EAST MAIN STREET VERGAS, MN 56587

ARCHITECT

BHH PARTNERS PLANNERS/ARCHITECTS 650 3RD AVE SE STE 10 / P.O. BOX 185 PERHAM, MINNESOTA 56573 218-346-4505

STRUCTURAL ENGINEER

SCHIK ENGINEERING, LLC 17 E CENTENNIAL 84 DR, STE C P.O. BOX 158 NEW YORK MILLS, MINNESOTA 56567 218-385-2044

FAX: 218-385-2048

*/*MAX

OBSTRUCTED HIGH SIDE REACH

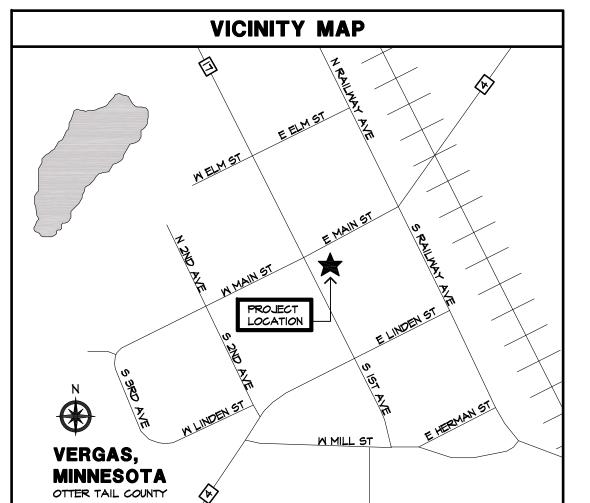
PROTRUDING OBJECTS:

MECHANICAL CONTRACTOR

HANSON'S PLUMBING & HEATING 646 3RD AVENUE SOUTHEAST PO BOX 301 PERHAM, MINNESOTA 56573 218-346-2422

ELECTRICAL CONTRACTOR

ZITZOW ELECTRIC INC. 49605 COUNTY HWY 17 VERGAS, MINNESOTA 56587 218-841-8643



DOORWAYS:

√IF THE ACCESS IS 54"-60"

WIDE, PROVIDE 42" MIN

ACCESSIBILITY & BARRIER FREE STANDARDS

GENERAL ACCESSIBILITY NOTES:

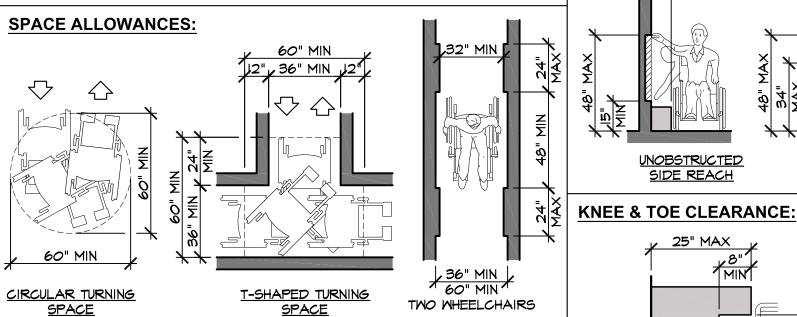
BHH PARTNERS INDICATES THAT, IN ITS PROFESSIONAL OPINION, THE ATTACHED DESIGN CONFORMS TO THE REGULATIONS PUBLISHED SEPTEMBER 15, 2010 UNDER TITLE III OF THE AMERICANS WITH DISABILITIES ACT. IT DOES NOT REPRESENT, WARRANT, GUARANTEE OR OTHERWISE INDICATE TO THE CLIENT THAT THESE DOCUMENTS WILL FULLY COMPLY WITH INTERPRETATIONS OF ADA REQUIREMENTS BY REGULATORY BODIES OR COURT DECISIONS. THE ADA IS NOT A BUILDING CODE, AND THEREFORE WILL BE ENFORCED NOT IN STRICT COMPLIANCE WITH

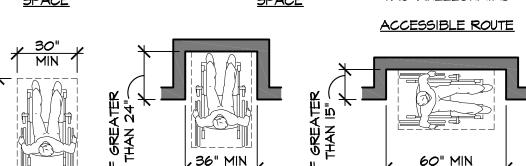
IMPLEMENTATION REGULATIONS, BUT IN KEEPING WITH THE INTENT OF THE ACT TO

ALL DETAILS, DIMENSIONS, NOTES, DIAGRAMS, ETC. ARE PROVIDED AS A CONVENIENCE TO THE GENERAL CONTRACTOR. ALL CLEARANCES SHOULD BE VERIFIED AGAINST THE REQUIREMENTS OF CABO/ANSI AII7.1 WHICH TAKES PRECEDENCE OVER ANYTHING SHOWN, DRAWN OR IMPLIED IN THESE DRAWINGS.

ELIMINATE DISCRIMINATION BASED ON DISABILITIES AS DEFINED IN THE ACT.

ANY AND ALL DISCREPANCIES SHOULD BE REPORTED TO BHH PARTNERS





CLEAR FLOOR ALCOVES @ FORWARD ALCOVES @ PARALLEL

<u>APPROACH</u>

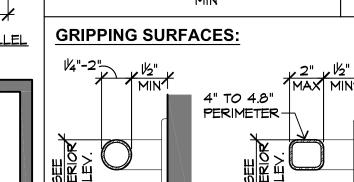
<u>APPROACH</u>

, 36" MIN

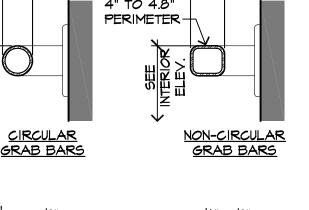
CLEAR WIDTH @ 180° TURN

IF LESS

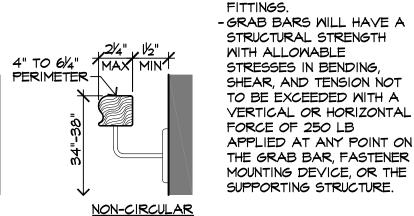
THAN 48"~



HANDRAILS



PERIMETER -



BE ROUNDED.

-GRAB BARS AND

GRAB BARS, HANDRAILS,

AND ANY WALL OR OTHER

SURFACES ADJACENT TO

THEM, SHALL BE FREE OF ANY SHARP OR ABRASIVE

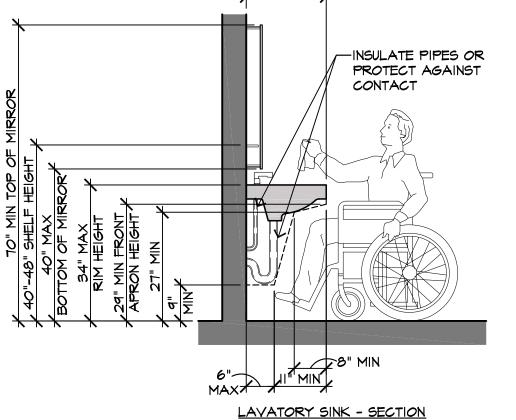
ELEMENTS. EDGES SHALL

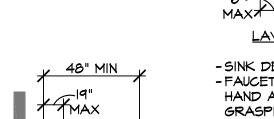
HANDRAILS SHALL NOT

ROTATE WITHIN THEIR

THRESHOLDS (SEE DOOR SCHEDULE): -FRAME BEYOND AS PER SCHEDULE -DOOR AS PER SCHEDULE EXTERIOR <u>INTERIOR</u> -PROVIDE THRESHOLD PER ACCESSIBILITY REQUIREMENTS -U.L. APPROVED DOOR BOTTOM FINISH FLOOR AT FIRE RATED DOORS ONLY. STANDARD DOOR BOTTOM AT SCHEDULE-ALL OTHERS, U.N.O. PER DOOR







<u>LAVATORY SINK - PLAN</u>

CLEAR

FLOOR

SPACE

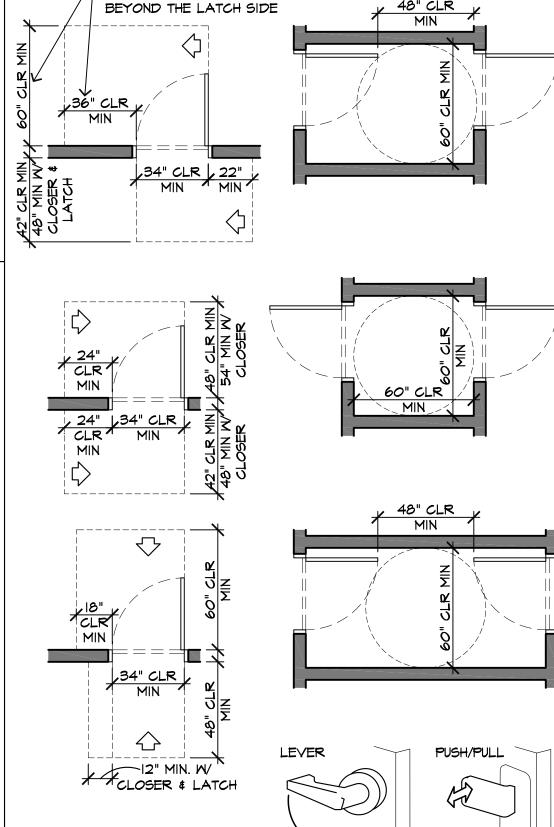
-SINK DEPTH SHALL BE 6 1/2" MAX. - FAUCETS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE FAUCETS SHALL BE 5 LB MAX. SELF-CLOSING FAUCETS SHALL REMAIN OPEN FOR 10 SECONDS MIN. - FOR ALL DISPENSERS AND RECEPTACLES, MOUNT ANY ACCESS POINTS AND CONTROLS WITHIN THE APPLICABLE REACH RANGES. IF

THE REACH IS OVER AN OBSTRUCTION,

AT 44" AFF MAX.

MOUNT ALL ACCESS POINTS AND CONTROLS

^LSLOPE AWAY FROM BLDG. @ 1:50

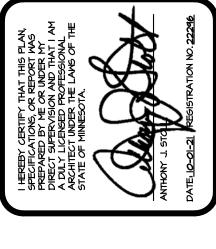


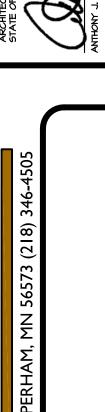
-SLIDING AND FOLDING DOORS REQUIRE THE SAME MANEUVERING SPACE AS APPROACHES TO THE PUSH SIDE ON SMINGING DOORS. ·HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE. WHEN SLIDING DOORS ARE IN THE FULLY OPEN POSITION, OPERATING HARDWARE SHALL BE EXPOSED AND USABLE FROM BOTH SIDES.

-DOOR CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90°, THE TIME REQUIRED TO MOVE THE DOOR TO AN OPEN POSITION OF 12° WILL BE 5 SECONDS MIN. - FIRE DOORS SHALL HAVE THE MINIMUM OPENING FORCE ALLOWABLE BY

APPLICABLE CODES. THE REQUIRED FORCE FOR PUSHING OR PULLING OPEN DOORS OTHER THAN FIRE DOORS SHALL BE 5.0 LB MAX. THIS FORCE DOES NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR IN A CLOSED POSITION.





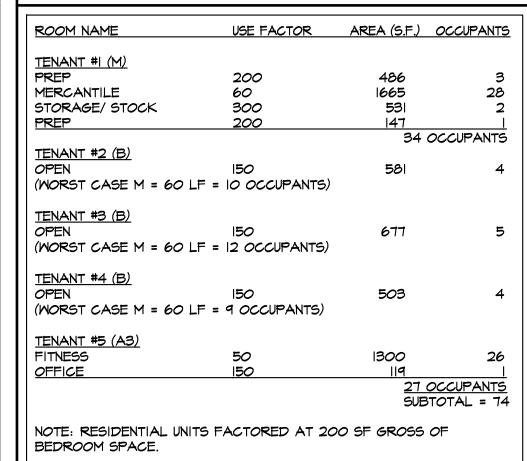


A-0.0

SHEET NUMBER:

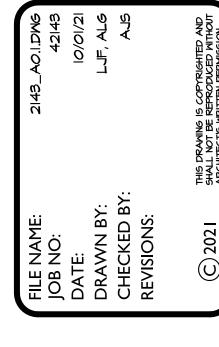
<u>HANDRAILS</u>

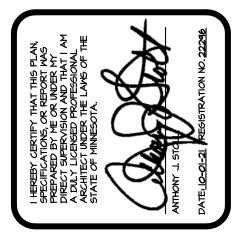
•	BUILDING AREA SQUARE FOOTAGE IS SHOWN FOR CODE PURP OTHER USES. THIS PROJECT IS GOVERNED UN OTHER APPLICABLE CODES INCLUDE: INTERNA AMENDMENTS TO THE 2012 IBC (2015), 2017 NI SAFETY CODE, 2015 MINNESOTA FUEL AND GA NATIONAL ELECTRIC CODE, MINNESOTA FIRE (EDITION, AMERICAN NATIONAL STANDARDS FO	IDER THE 2020 MINNESOTA ST ATIONAL BUILDING CODE 2020 ED, MINNESOTA ENERGY CODE, AS CODE, 2015 MINNESOTA PLU CODE, ASTM STANDARDS IN BU	ATE BUILDING CODE. MINNESOTA NEPA IOI-LIFE MBING CODE, JILDING CODES 14TH
	CATALOGUE OF ANSI STANDARDS. THE FOLLOWING FIGURES ARE BASED ON ARE		
	WALL: (EXCLUDING VENEER)	TO MEASURED TO EXTERIOR T	AOL OF LATERIOR
	MAIN LEVEL: TENANT #I TENANT \$2	3,020 S.F. 616 S.F.	
	TENANT #3 TENANT #4 TENANT #5	714 S.F. 529 S.F. 1,773 S.F.	
	UNIT #I TOTAL	825 S.F. 7,925 S.F.	
	*MISC OR COMMON SPACE MAKES UP THE REI UPPER LEVEL:	MAINDER OF S.F.	
_	TOTAL OCCUPANCY GROUP (CHAPTER 3)	7,078 S.F.	
۷.	OCCUPANCY GROUP M - MERCANTILE (TENANT OCCUPANCY GROUP B - BUSINESS (TENANT #2 OCCUPANCY GROUP A3 - ASSEMBLY (TENANT OCCUPANCY GROUP R2 - RESIDENTIAL (UNIT #	! - #4 - TBD) #5)	
2.1	NON-SEPARATED OCCUPANCIES (508.3) - MOST RESTRICTIVE OF CHAPTER 9. - MOST RESTRICTIVE OF CHAPTER 5 FOR HE - R OCCUPANCY SEPARATED PER SECTION 4		TION TOR
_	HORIZONTAL SEPARATION PER SECTION 711		TION 100.
3.	TYPE OF CONSTRUCTION (TABLE 601) - TYPE V-B		
4.	ALLOWABLE HEIGHT (TABLE 504.3) - A-3 OCCUPANCY = 60'-0" - M OCCUPANCY = 60'-0" - B OCCUPANCY = 60'-0" - R2 OCCUPANCY = 60'-0"		POINT. 60' MOST RESTRICTIVE HEIGHT
5.	ALLOWABLE STORIES (TABLE 504.4)	_	
	- A-3 OCCUPANCY = 2 (5) - - M OCCUPANCY = 2 - B OCCUPANCY = 3 - R2 OCCUPANCY = 3	OK (2 PROVIDED) (2) STORIE RESTRICTI	S MOST VE STORIES
5 .	ALLOMABLE AREAS (TABLE 506.2) GROUP A-3:		
	TYPE V-B (SPRINKLED-SM) ALLOMABLE: 18,000 S.F. GROUP M:		
	TYPE V-B (SPRINKLED-SM) 18,000 (A3) ALLOWABLE: 27,000 S.F. RESTRICTIVE		
	GROUP B: TYPE V-B (SPRINKLED-SM) ALLOMABLE: 27,000 S.F		
	GROUP R2: TYPE V-B (SPRINKLED-SM)		
	ALLOMABLE: 27,000 S.F MAIN LEVEL = 7,925 S.F. = 0K		
7.	UPPER LEVEL = 7,078 S.F. = 0K SEPARATIONS (TABLE 508.4)		
٠.	R2 TO NON-SEPARATED MIXED OCCUPANCY - - RATING SHALL BE BOTH HORIZONTAL AND		
	REQUIRED SEPARATIONS SHALL BE FIRE BAR ASSEMBLIES PER SECTION 711.	RIERS PER SECTION 707, OR H	ORIZONTAL
	R TO M = I HOUR (S)		
3.	R TO A = 1 HOUR (S) FIRE BARRIER (SECTION 707)		
	- WHERE USED FOR OCCUPANCY SEPARATION THAT OF SECTION 508.4 (IDENTIFIED ABOV - FIRE BARRIERS SHALL EXTEND FROM TOP UNDERSIDE OF THE FLOOR OR ROOF SHEA	(E) OF FOUNDATION OR FLOOR/ C	EILING ASSEMBLY TO
1 .	FLOOR AND ROOF ASSEMBLIES (SECTION 711) - DWELLING AND SLEEPING UNITS SHALL BE S CONSTRUCTION IF A FIRE SPRINKLER SYSTEM	SEPARATED BY NOT LESS THAI	
0 .	BUILDING ELEMENTS - IBC TABLE 601 FIRE-RES	SISTANCE RATING V-B	
	A. STRUCTURAL FRAME B. BEARING WALLS - EXTERIOR C. BEARING WALLS - INTERIOR D. NON-BEARING WALLS - EXTERIOR E. NON-BEARING WALLS - INTERIOR F. FLOOR G. ROOF	0 0 0 0 0 0	
1.	FIRE SPRINKLER SYSTEMS (SECTION 903) - COMPLYING WITH SECTION 508.3, MOST RES SYSTEM. - R2 REQUIRES SPRINKLER.	STRICTIVE OCCUPANCY REQUIR	RES FIRE SPRINKLER
	NOTE: PROVIDE NEW FIRE SPRINKLER SYSTEM FIRE ALARM AND SMOKE ALARMS AT R2 OC		PER 420.5, PROVIDE
2.	•	15' (A AND M OCCUPANCY) = 01	K
	- EGRESS WIDTH. IBC SEC. 1005 I. MINIMUM WIDTH	125' (R2 OCCUPANCY) = OK	
	A. DOOR (1005.3.2): 0.2" PER OCCI B. STAIRWAY (1005.3.1): 0.2" PER O		
	2. DOOR ENCROACHMENT A. DOOR SMING TRAVEL DOES NOT B. FULLY OPEN DOES NOT PROJECT 3. EXIT & EXIT ACCESS DOORWAYS, IBC A. TWO EXITS IN SPACES OVER 49	T MORE THAN 7 INCHES SEC. 1006 PERSONS	I BY MORE THAN ½
	B. ARRANGEMENT. IBC 1007 - ½ DIA 4. EXIT ACCESS TRAVEL DISTANCE. IBC A. TABLE 1017.2 - EXIT ACCESS TRAVEL DISTA	SEC. 1017 ANCE - 250' (A, M, AND R OCCI	
	5. CORRIDORS. IBC SEC. 1020 A. RATING: IBC TABLE 1020.1	- 300' (B OCCUPANCY) = - (R OCCUPANCY) = 0.5 HR V - (A, B, AND M OCCUPANCY)	V FIRE SPRINKLER
	B. DEAD END: IBC SEC. 1020.4 C. WIDTH: IBC TABLE 1020.2	SPRINKLER - 20 FT (A OCCUPANCY) - 50 FT (B, M, AND R2) WITH - CORRIDOR WIDTH - 44" MIN 36" IN DWELLING UNIT	FIRE SPRINKLER
3.	ROOF ACCESS: - STAIRMAY NOT REQUIRED PER IOII.12	36" IF LESS THAN 50 OCCU	PANTS
4.	- WALL LADDER ACCESS PROVIDE VOLUNTA OCCUPANT LOAD (SECTION 1004)	IKIL T	
	(SEE OCCUPANCY LOAD TABLE ON SHEET A-C	2.I)	
5.	MISCELLANEOUS NOTES: THE CONTRACTOR AND ALL SUBCONTRACT DETAILED CODE REQUIREMENTS. PROVIDE DOOR HARDWARE THROUGHOUT FOR THE PROVIDE DOOR HARDWARE THROUGHOUT FOR THE PROVIDE OF THE PROVIDE DOOR HARDWARE THROUGHOUT FOR THE PROVIDE OF THE PROVIDE		REMENTS.

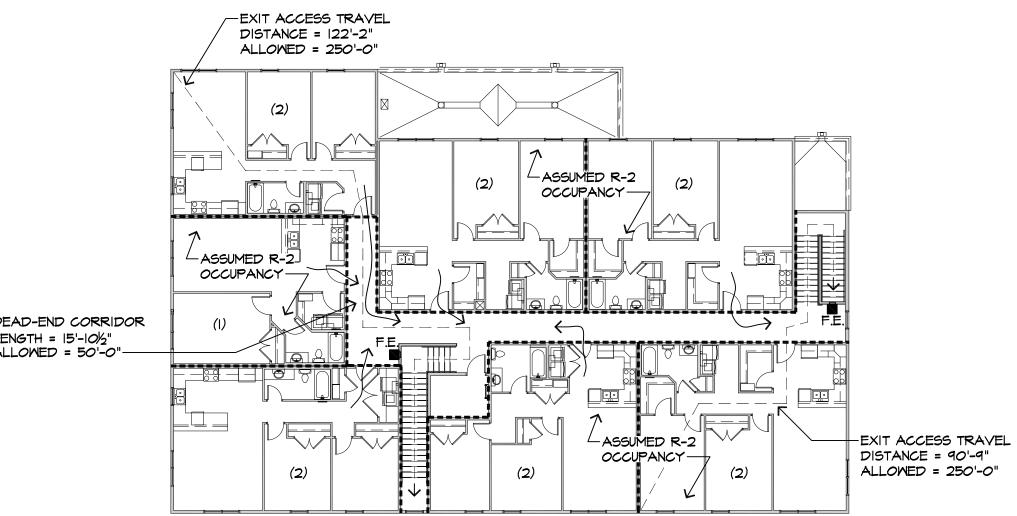


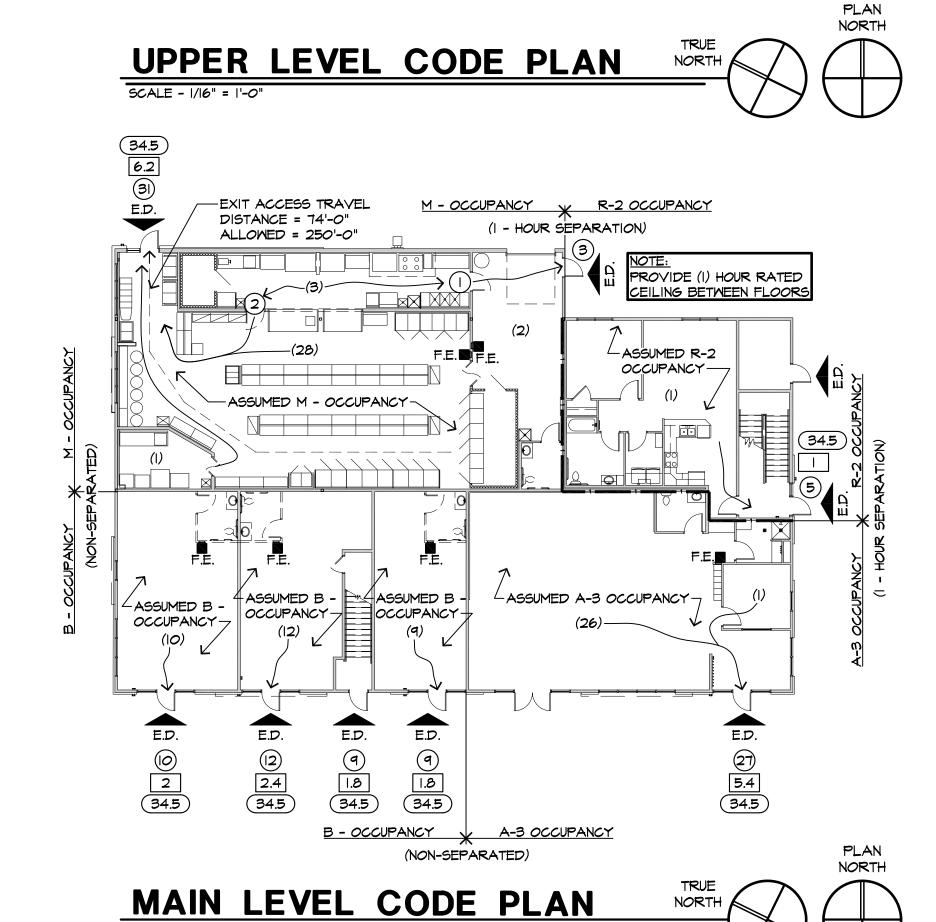
OCCUPANCY LOAD

Г		
		30 MIN. FIRE RATED WALL (PER SECTION 708.3)
	1 1	I HOUR FIRE RATED WALL
	E.D.	EXIT DISCHARGE
	■ F.E.	FIRE EXTINGUISHER
	(X)	OCCUPANTS WITHIN SPACE
	\longrightarrow	OCCUPANTS PATH OF EGRESS TO EXIT DISCHARGE
	\otimes	OCCUPANTS CONVERGING AT EXIT DISCHARGE
	X	REQUIRED INCHES OF OPENING PER OCCUPANTS AT DISCHARGE
	X	PROVIDED INCHES OF OPENING PER OCCUPANTS AT DISCHARGE.

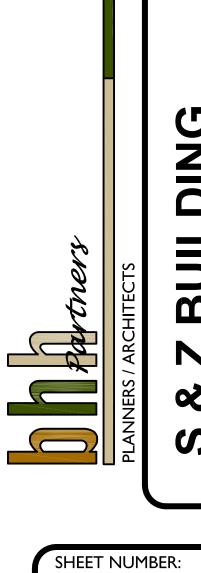




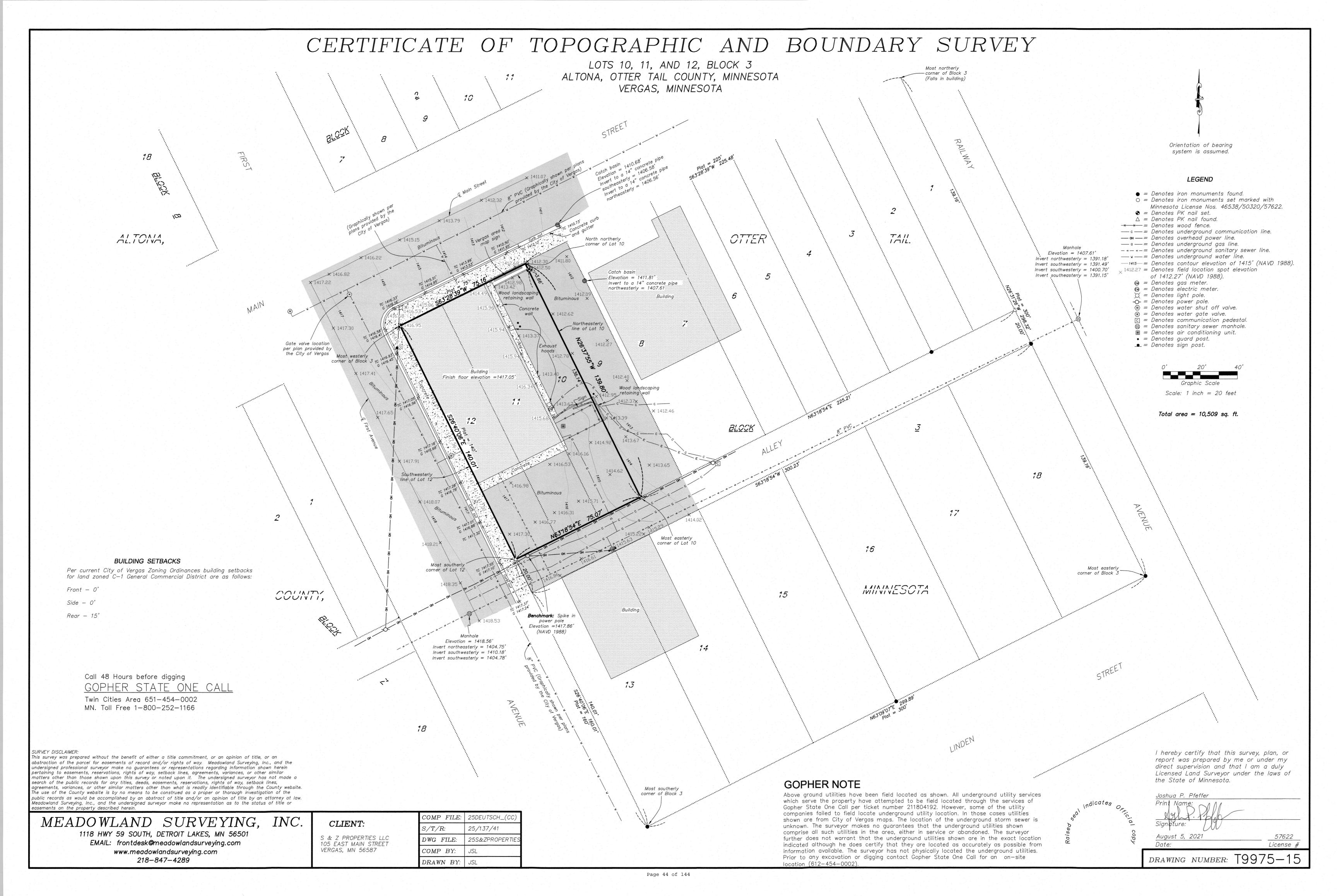


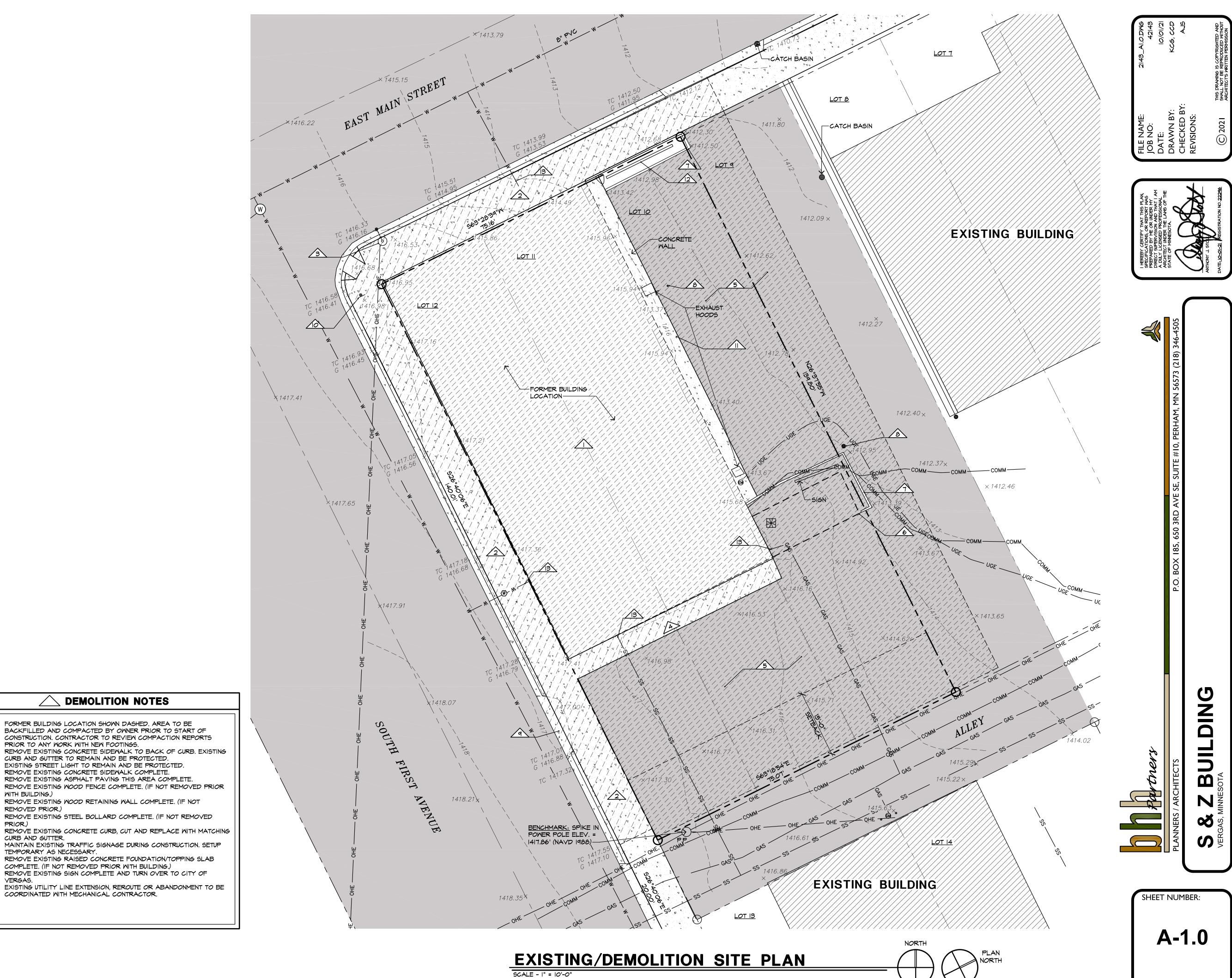


SCALE - 1/16" = 1'-0"



A-0.1





DEMOLITION NOTES

FORMER BUILDING LOCATION SHOWN DASHED. AREA TO BE BACKFILLED AND COMPACTED BY OWNER PRIOR TO START OF CONSTRUCTION. CONTRACTOR TO REVIEW COMPACTION REPORTS

CURB AND GUTTER TO REMAIN AND BE PROTECTED. EXISTING STREET LIGHT TO REMAIN AND BE PROTECTED.

REMOVE EXISTING ASPHALT PAVING THIS AREA COMPLETE.

REMOVE EXISTING WOOD RETAINING WALL COMPLETE. (IF NOT

REMOVE EXISTING STEEL BOLLARD COMPLETE. (IF NOT REMOVED

10. MAINTAIN EXISTING TRAFFIC SIGNAGE DURING CONSTRUCTION. SETUP

REMOVE EXISTING RAISED CONCRETE FOUNDATION/TOPPING SLAB COMPLETE. (IF NOT REMOVED PRIOR WITH BUILDING.)
REMOVE EXISTING SIGN COMPLETE AND TURN OVER TO CITY OF

13. EXISTING UTILITY LINE EXTENSION, REPOUTE OR ABANDONMENT TO BE COORDINATED WITH MECHANICAL CONTRACTOR.

REMOVE EXISTING CONCRETE SIDEWALK COMPLETE.

REMOVE EXISTING CONCRETE SIDEMALK TO BACK OF CURB. EXISTING

6. REMOVE EXISTING WOOD FENCE COMPLETE. (IF NOT REMOVED PRIOR

PRIOR TO ANY WORK WITH NEW FOOTINGS.

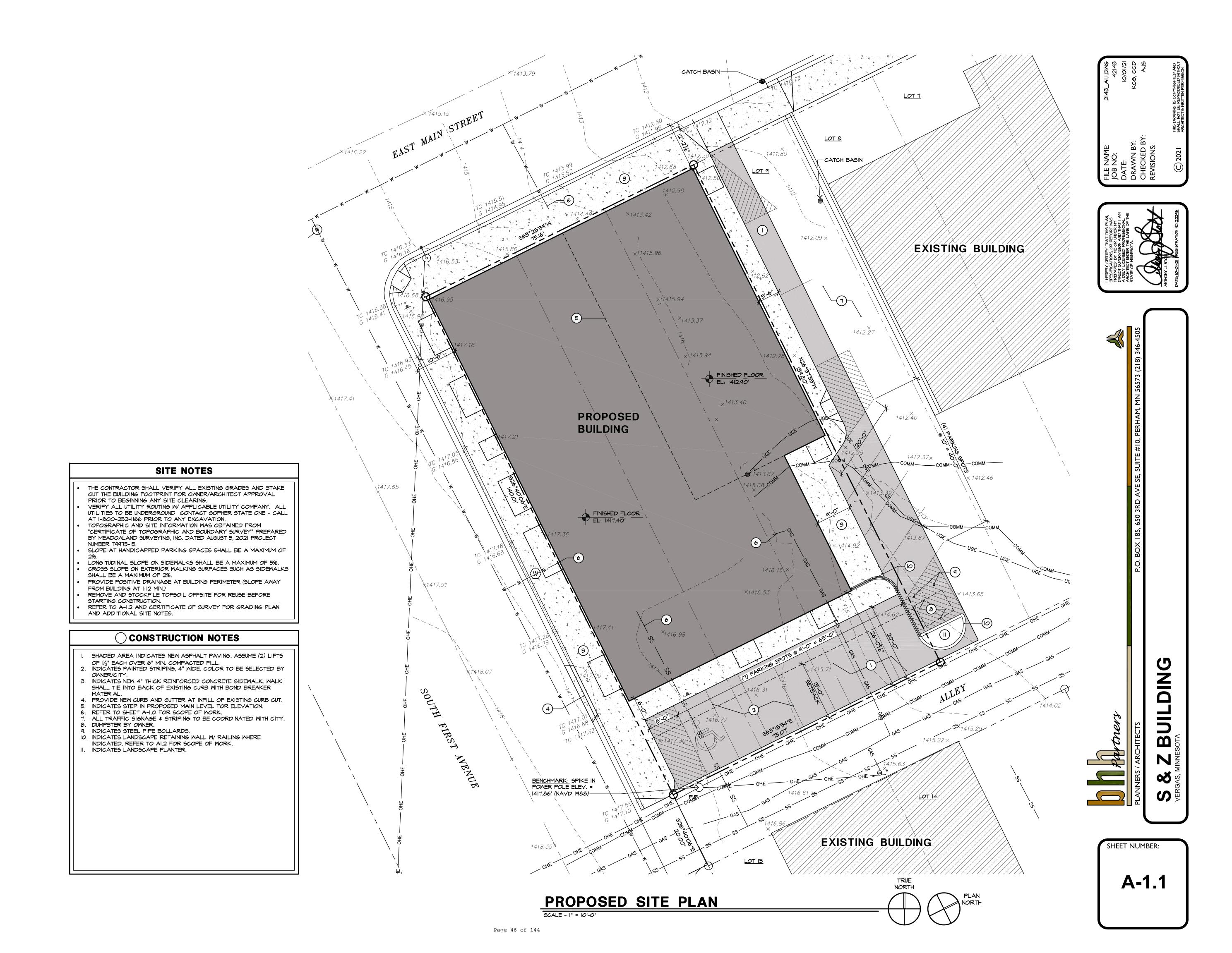
WITH BUILDING.)

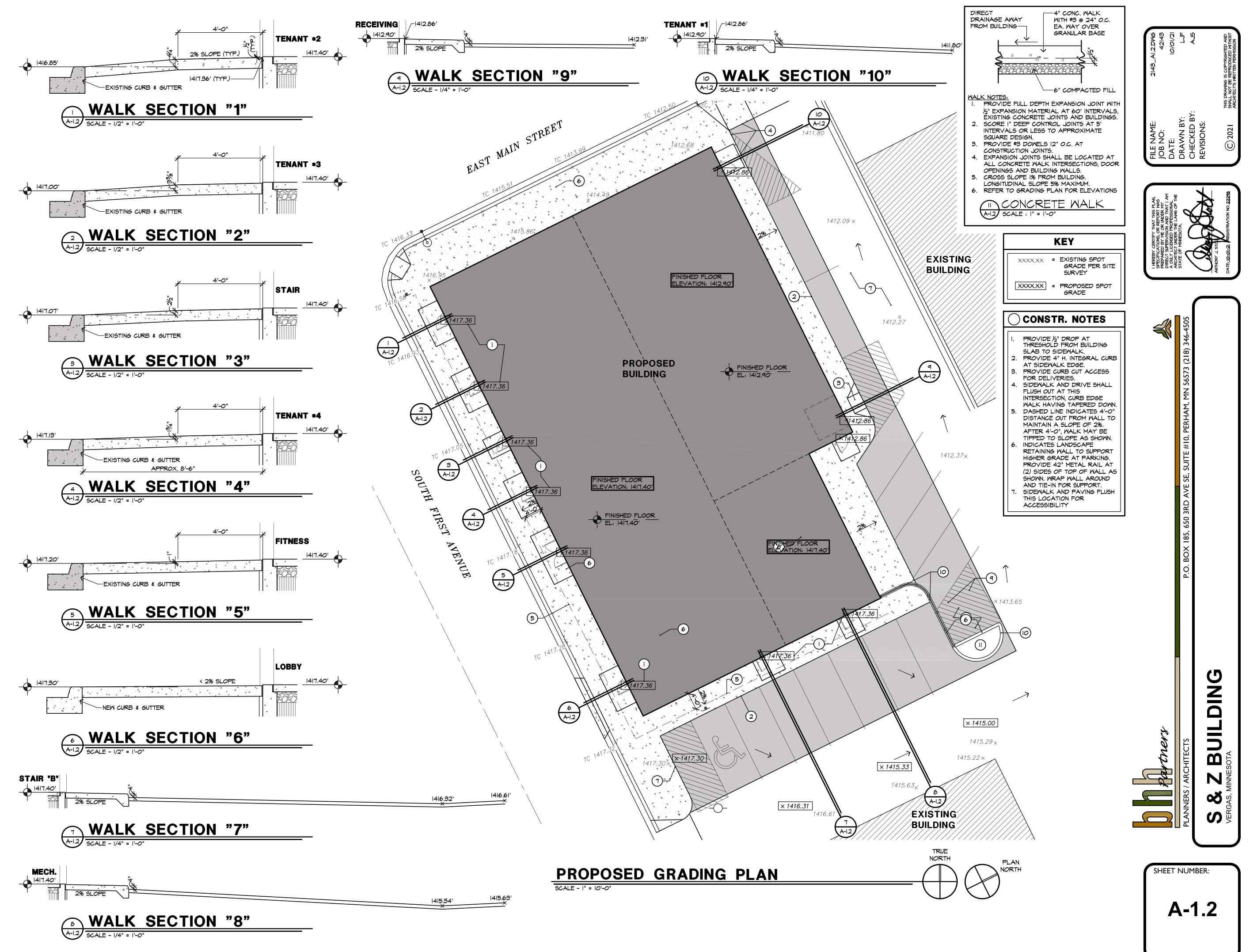
PRIOR.)

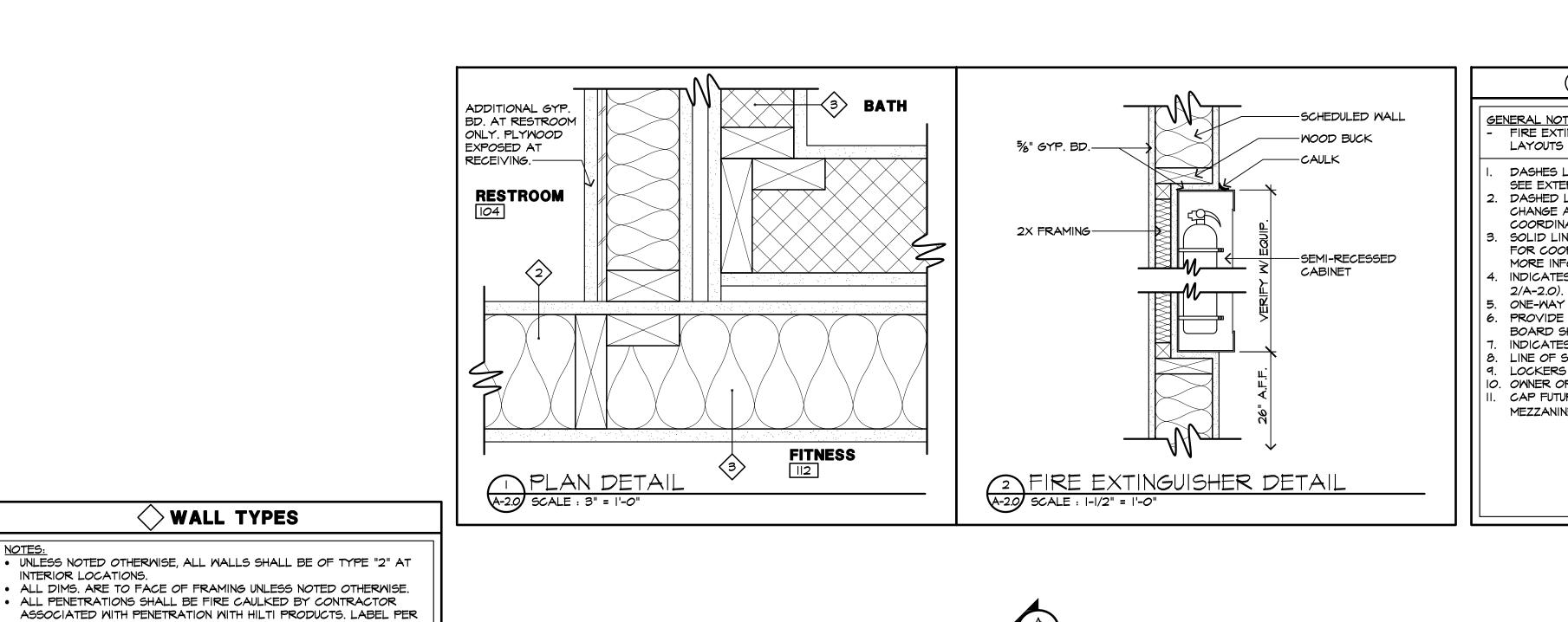
REMOVED PRIOR.)

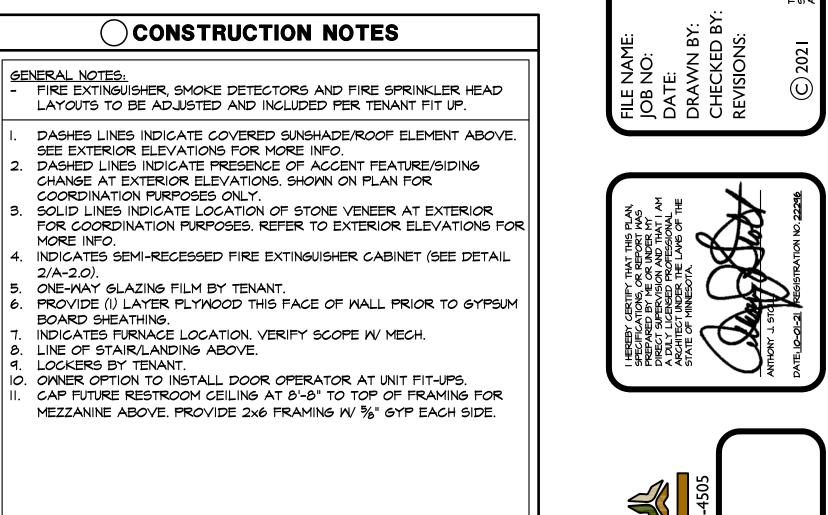
CURB AND GUTTER.

TEMPORARY AS NECESSARY.

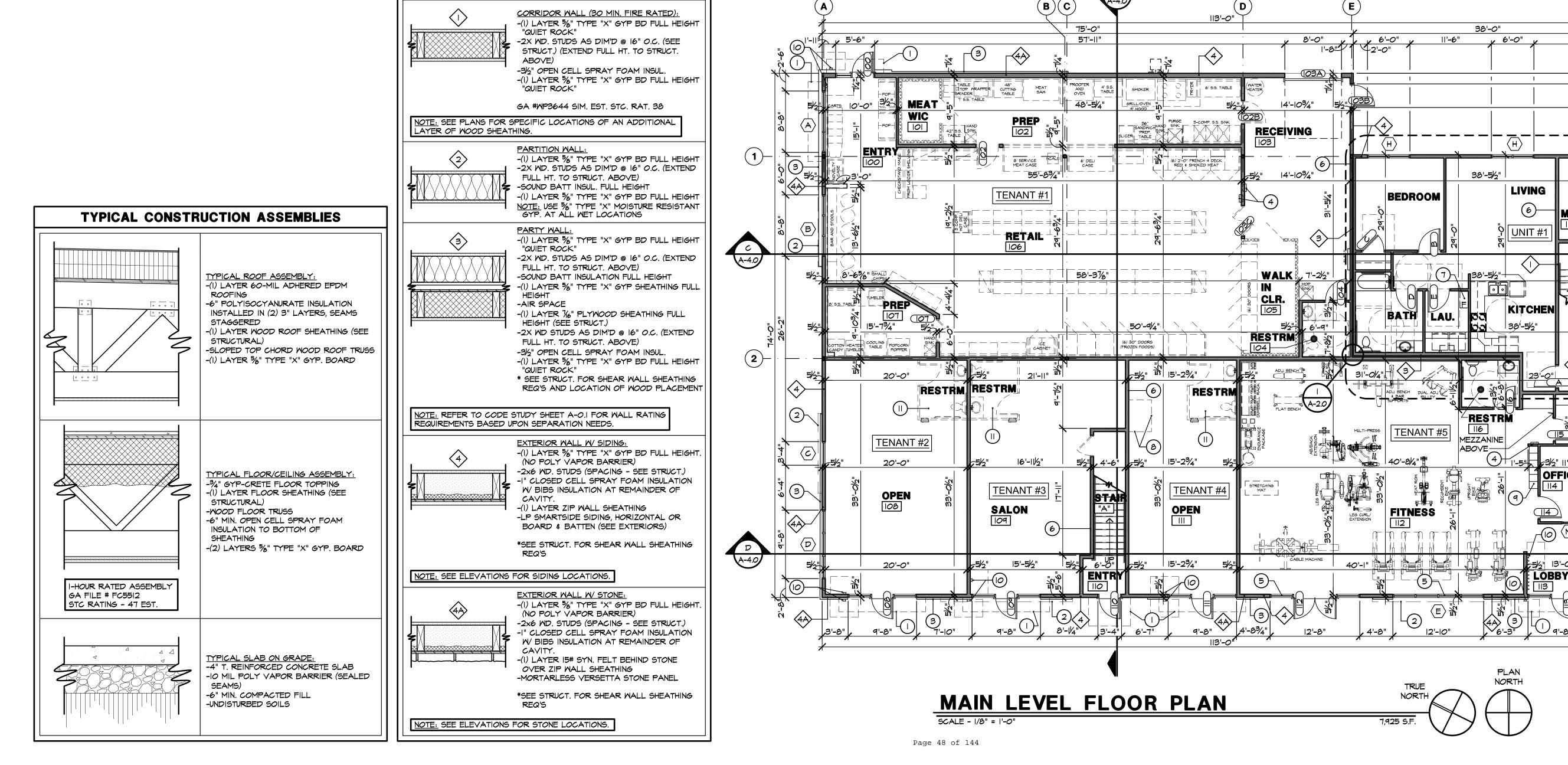








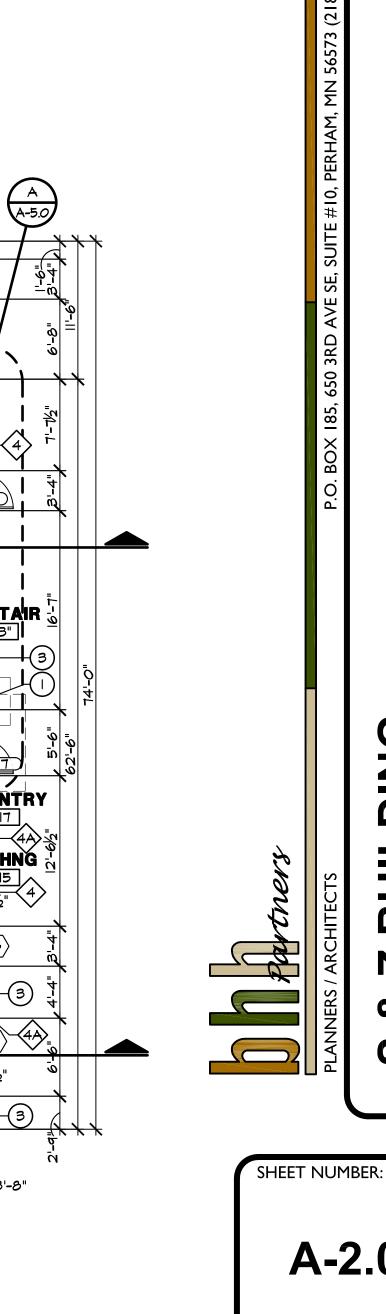
12'-6"



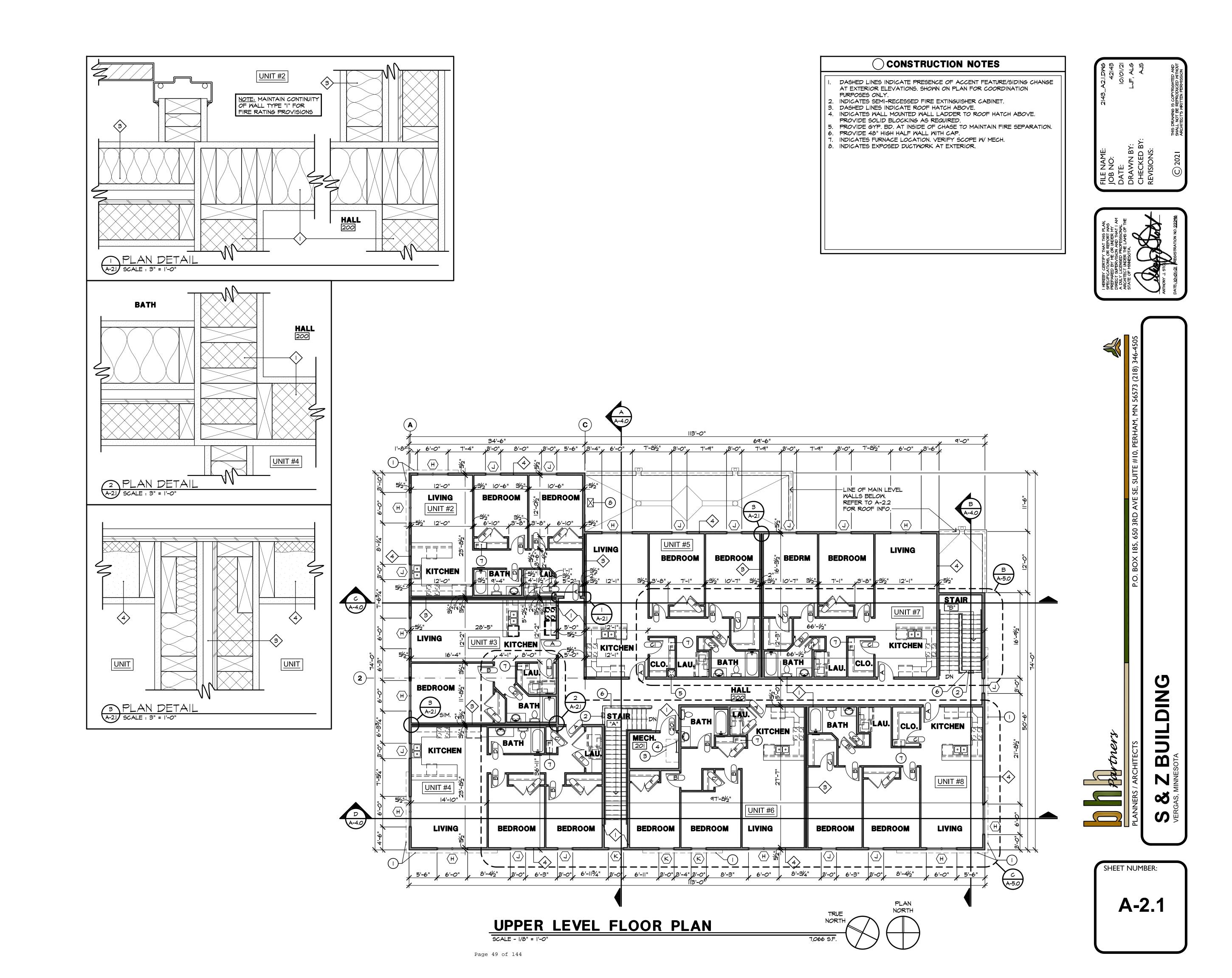
> WALL TYPES

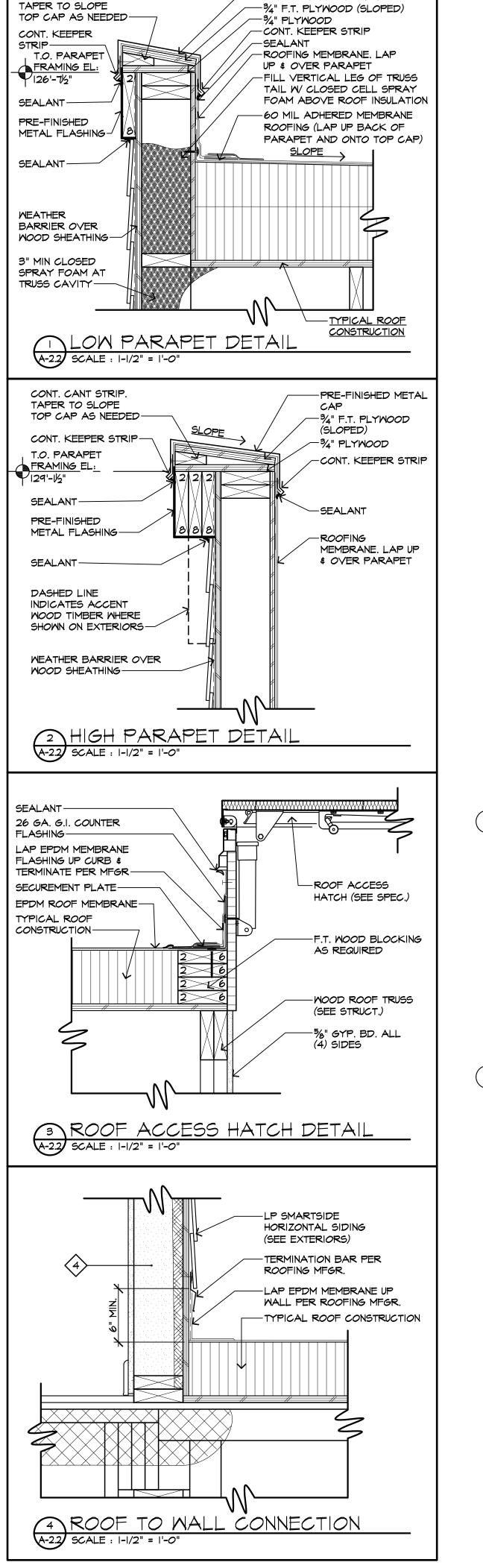
INTERIOR LOCATIONS.

MANUFACTURER.



A-2.0





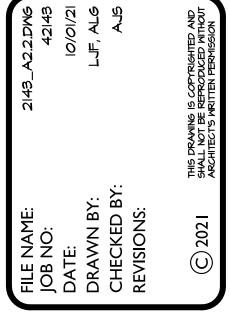
PRE-FINISHED METAL CAP

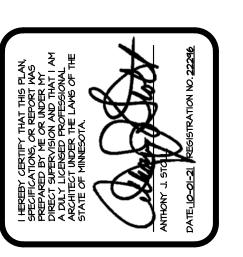
CONT. CANT STRIP.

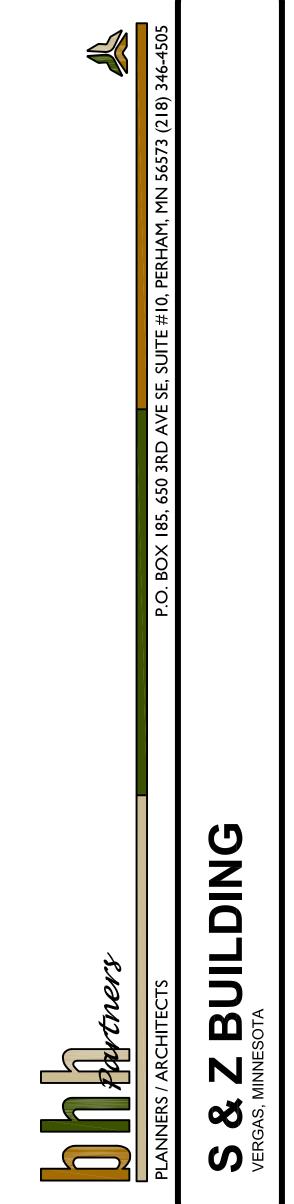
OCCUPATION NOTES

GENERAL NOTES:
- PARTY WALLS SHALL EXTEND TO BOTTOM SIDE OF ROOF SHEATHING. - ROOF TRUSS CAVITY TO BE FILLED FULL WITH INSULATION

- INDICATES ROOF MOUNTED AIR CONDITIONING UNIT. MECHANICAL CONTRACTOR TO COORDINATE ROOF PENETRATIONS WITH ROOFING CONTRACTOR (TYPICAL).
- INDICATES MAKE-UP AIR UNIT. MECHANICAL CONTRACTOR TO COORDINATE ROOF CURB, DUCT ROUTING AND PENETRATIONS WITH ROOFING CONTRACTOR.
- SHADED PARAPET INDICATES RAISED STEP IN HEIGHT FROM ADJACENT. REFER TO EXTERIOR ELEVATIONS FOR MORE INFORMATION. (TYPICAL)
- INDICATES SCUPPER OVERFLOW TO PRIMARY ROOF DRAIN. INDICATES INSULATION THICKNESS. PROVIDE A CONSTANT 6" OF POLY ISO WITH ADDITIONAL TAPERED POLYSTYRENE AS REQUIRED FOR DRAINAGE (SHOWN SHADED).
- INDICATES SLOPE OF ROOF WITHIN TRUSS ASSEMBLY BELOW. INDICATES PRIMARY ROOF DRAIN TO STORM SEMER WITHIN ALLEY.
- INDICATES THERMALLY BROKEN ROOF HATCH LOCATION. COORDINATE WITH ROOF TRUSS CONFIGURATION.
- PROVIDE CRICKET FOR DRAINAGE AS REQUIRED. 10. EXTEND ROOF MEMBRANE UP WALL AND OVER TOP OF PARAPET
- NO PARAPET THIS LOCATION TO ALLOW DRAINAGE ONTO LOW ROOF
- 12. INDICATES WALK-WAY PADS AS ADDITIONAL MEMBRANE PROTECTION THIS AREA FROM ROOF ABOVE.
- B. INDICATES PREFINISHED METAL PARAPET CAP FLASHING. DASHED LINE WITHIN INDICATES OUTSIDE EDGE OF EXTERIOR WALL. REFER TO EXTERIOR ELEVATIONS FOR ADDITION INFO. (TYPICAL).
- 4. INDICATES PREFINISHED METAL AWNING STRUCTURE BELOW. 15. SHADING INDICATES BUILT-UP INSULATION CRICKET FOR DRAINAGE ON TOP OF BASE INSULATION.
- . DASHED LINE INDICATES LOCATION OF RATED WALLS TO BE FULL HEIGHT TO BOTTOM OF ROOF SHEATHING FOR FIRE SEPARATION AT TRUSS

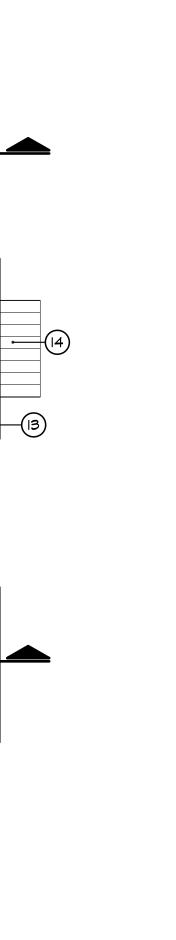


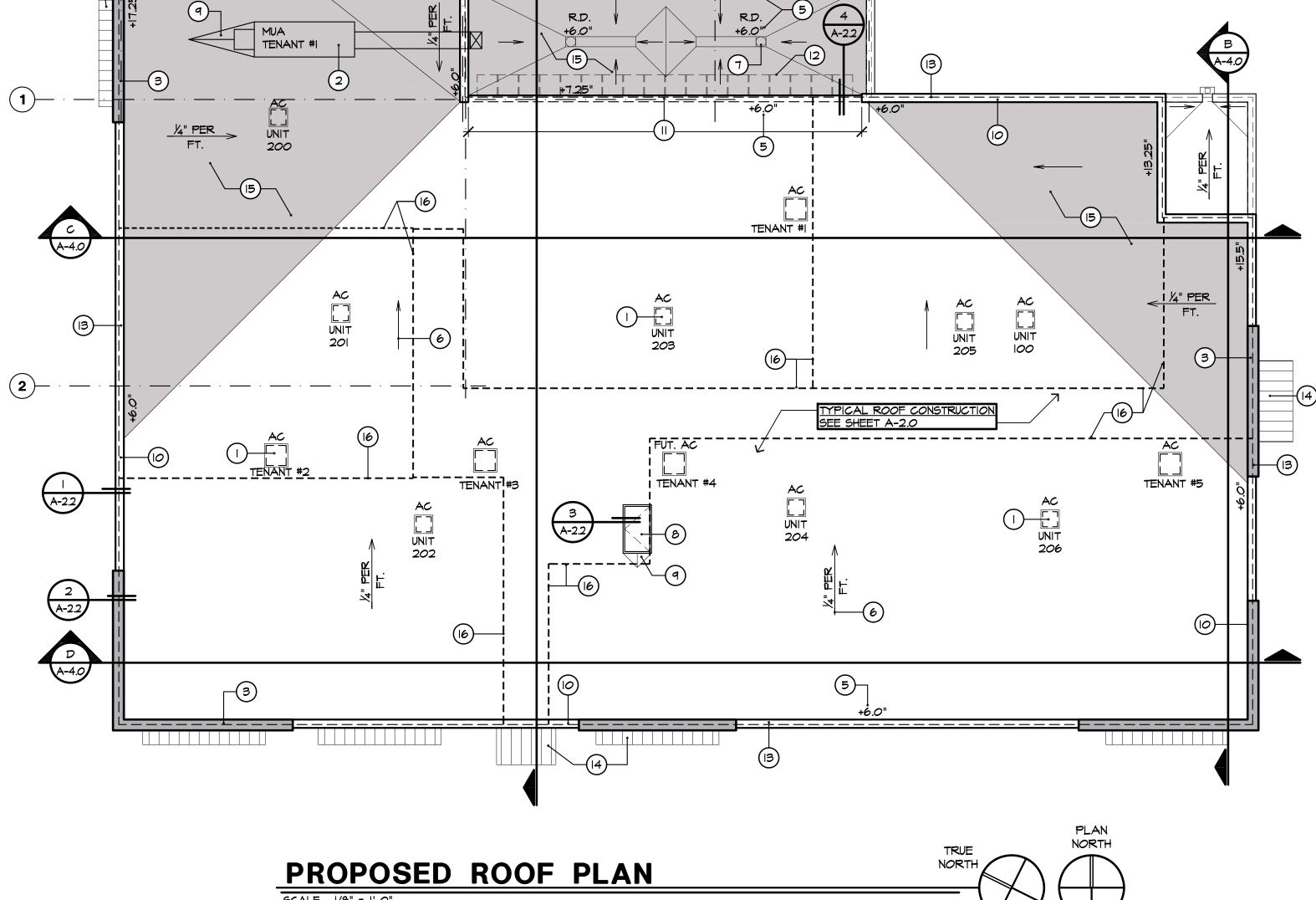




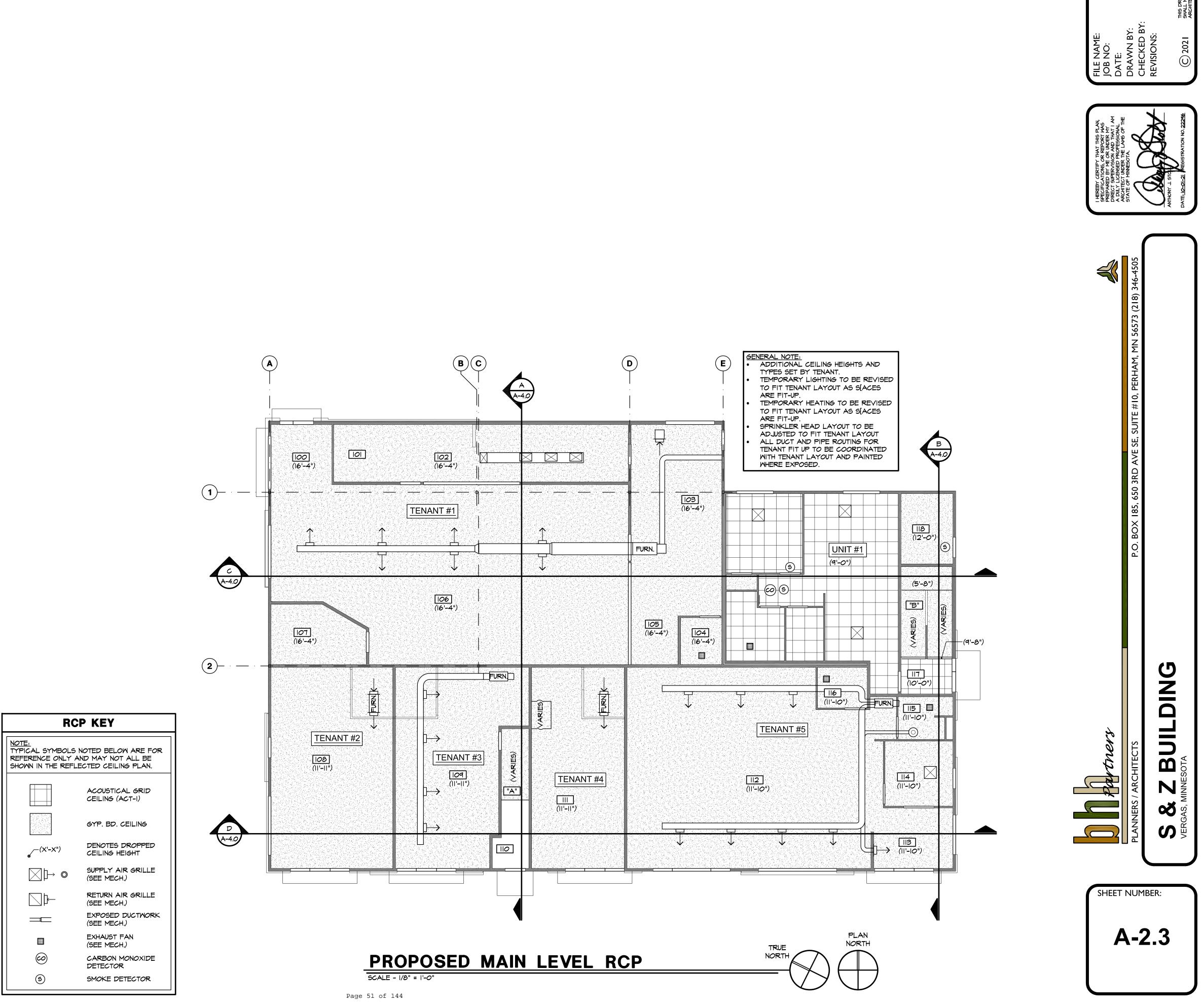
SHEET NUMBER:

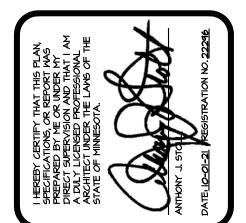
A-2.2

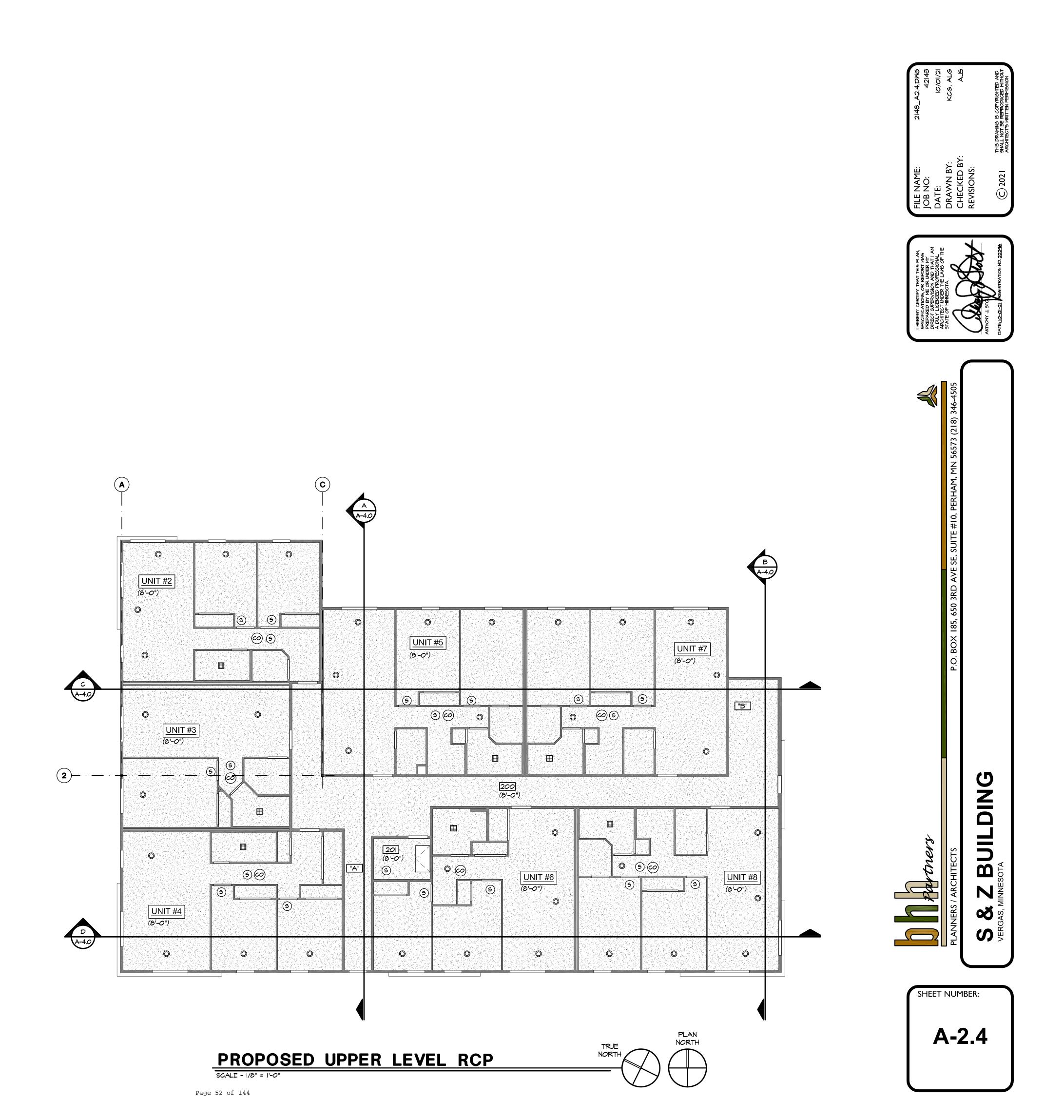


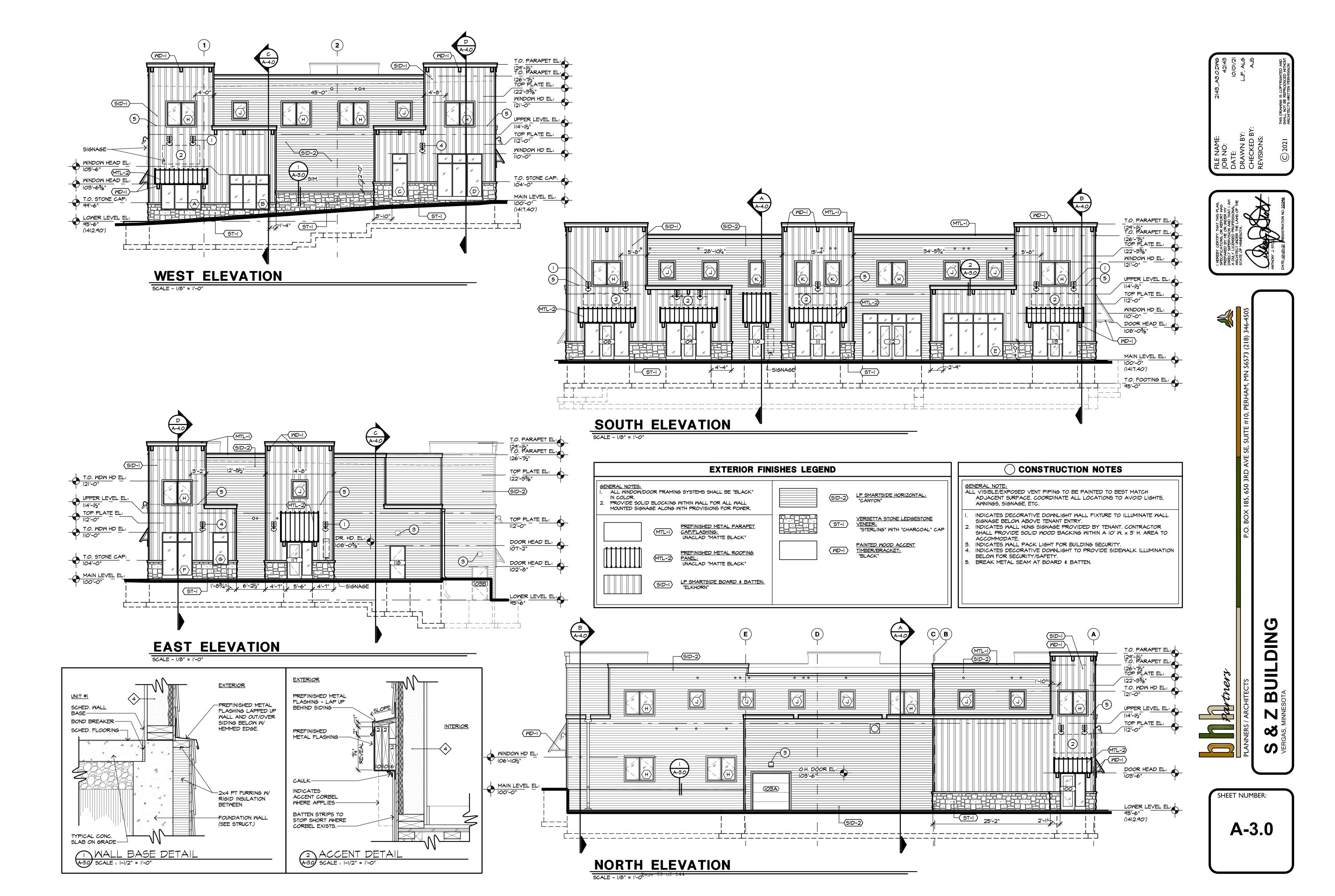


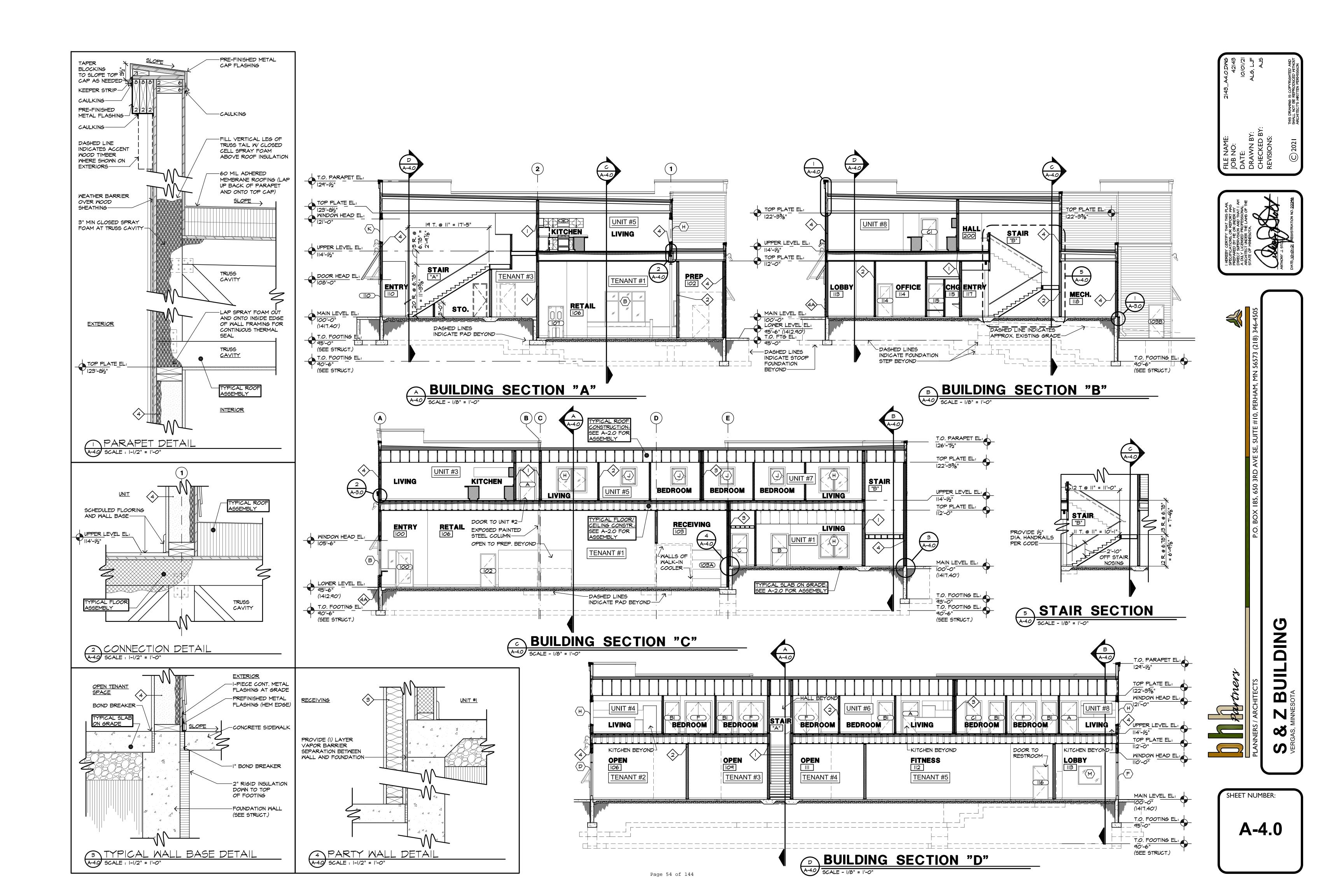
+7.25"

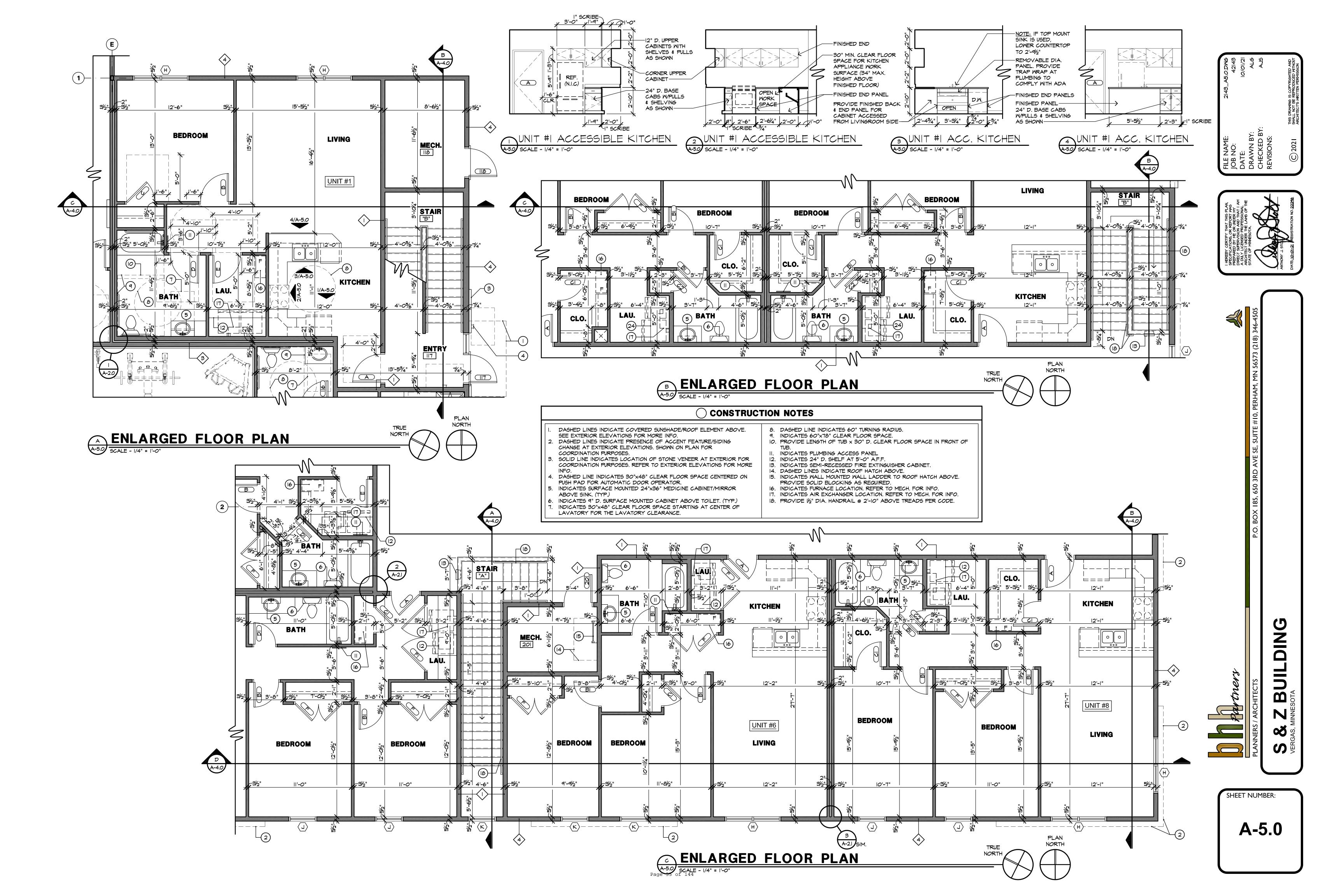


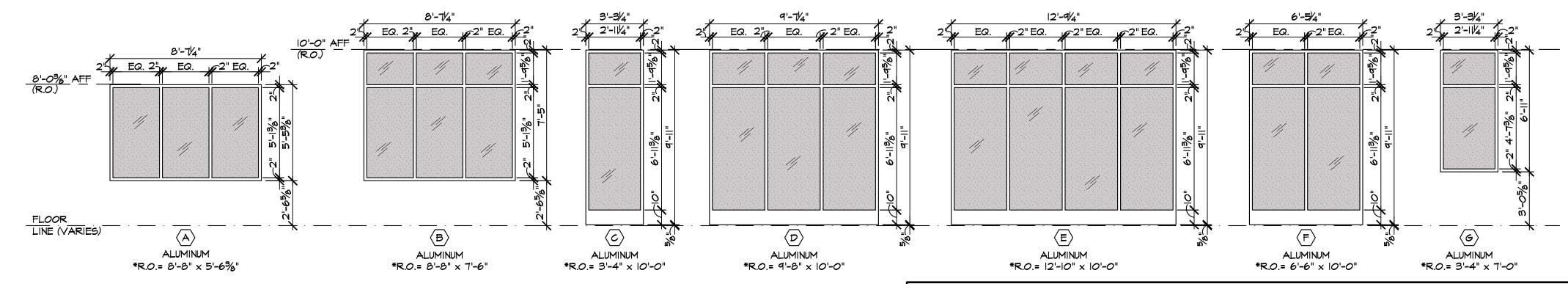




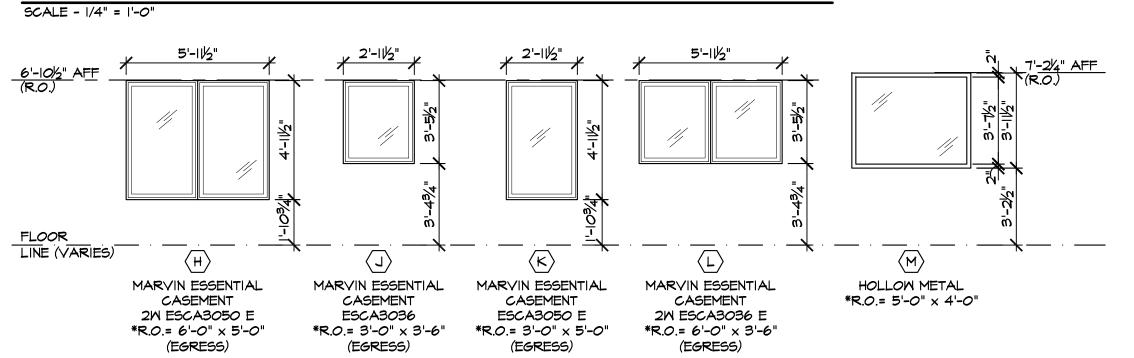




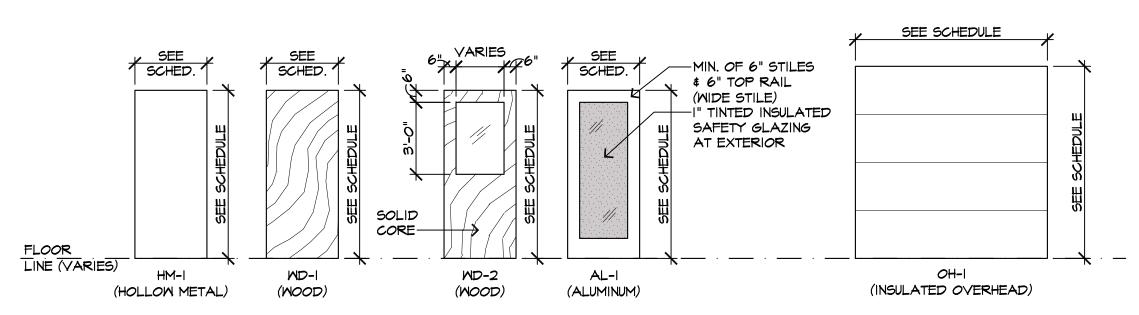




ALUMINUM STOREFRONT ELEVATIONS

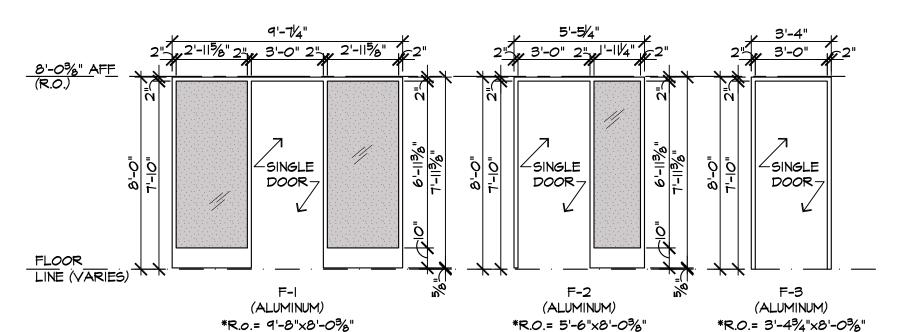


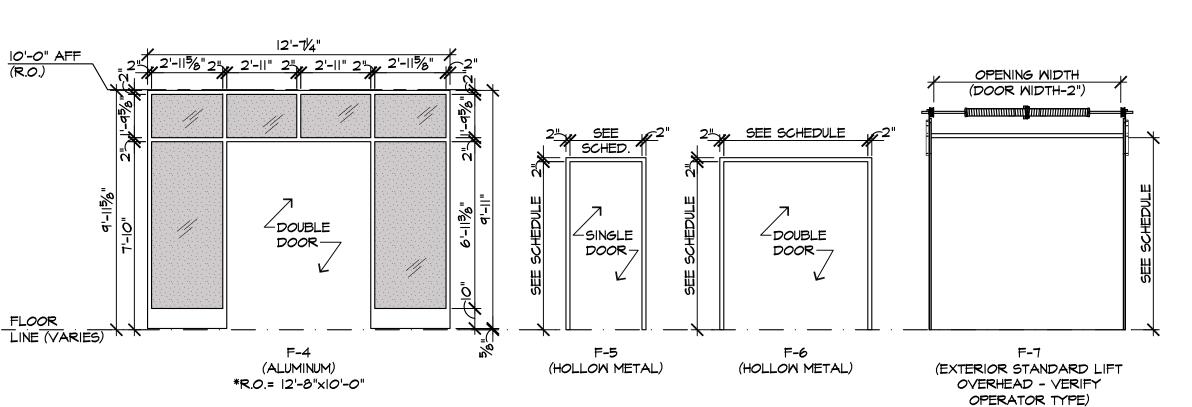
WINDOW ELEVATIONS



DOOR TYPES

SCALE - 1/4" = 1'-0"





FRAME TYPES

SCALE - 1/4" = 1'-0"

ROOM FINISH SCHEDULE ROOM NAME | FLOOR | BASE HT. EAST NORTH SOUTH REMARKS STAIR "A" GYP

ABBRE'	VIATIONS:	REMARKS (SEE SCHEDULE ABOVE):
CONC	= SEALED CONCRETE	I. ADDITIONAL FLOOR FINISHES BY
EPT	= EPOXY PAINTED GYPSUM BOARD,	TENANT.
	MASHABLE.	TENANT TO PROVIDE SUSPENDED
GYP	= GYPSUM BOARD (PAINT), SMOOTH	GRID CEILINGS WHERE NECESSARY.
	FINISH	3. PROVIDE MOISTURE RESISTANT
GYP-2	= GYPSUM BOARD (PAINT), KNOCK	GYP. BD. AT WALLS ADJACENT TO
	DOWN FINISH	MALK IN COOLER.

VINYL = LUXURY VINYL PLANK FLOORING

= WOOD BASE

= PAINTED GYPSUM BOARD, SMOOTH 4. ASSUME QUARRY TILE BASE AND FLOOR BY TENANT. LEVEL 4 FINISH PT-2 = PAINTED GYPSUM BOARD, ORANGE COOLER SET ON SLAB WITHIN PEEL FINISH FINISHED SPACE, MAINTAINING A MINIMUM OF 2" AIR GAP. = VINYL BASE

EDGES AT STAIR. ASSUME FITNESS FLOORING SUCH AS MONDO SPORT IMPACT. ASSUME WALK-OFF MAT CARPET ASSUME CARPET TILE FLOORING. ASSUME LUXURY VINYL PLANK FLOORING. PROVIDE TRANSITION/REDUCER

PT-2 - -

WET AREAS.

OR TILE BACKER WITH TENANT

PROVIDE NOSING AND RISER

FINISHES AT RESTROOM AREA OR

STRIPS AS REQUIRED. COORDINATE MOISTURE GYP. BD.

DOOR SCHEDULE

				1	DOOR SIZE					
	DOOR	FRAME	MALL MIDTH					FIRE	HDM	
NO.	TYPE	TYPE	(FRAMING)	MIDTH	HEIGHT	THICK	OPERATION	LABEL	SET	REMARKS
MAIN LEVEL										
100	AL-I	F-2	7 1/4"	3'-0"	7'-10"	l ¾"	SMING	0	В	
102	BY TENAI		N FOR INTE				-		-	•
102B	BY TENAI						-	-		
103A	<i>O</i> H-I	F-7	7 1/4"	8'-0"	8'-0"	3"	OVERHEAD	0		
103B	HM-I	F-5	5½"	3' - 0"	7'-0"	l ¾"	SMING	0	G	1
1030	BY TENAI	<u>NT - SHOW</u>		NT ONLY			-			
104	HM-I	F-5	3 25"	3'-0"	7'-0"	l ¾"	SMING	0	D	
107	BY TENAI	NT - SHOW					-			
108	AL-I	F-I	5 ½"	3'-0"	7'-10"	l ¾"	SMING	0	В	1
109	AL-I	F-I	5½"	3'-0"	7'-10"	l ¾"	SMING	0	В	1
110	AL-I	₽-	5 ½"	3'-O"	7'-10"	l ¾"	SMING	0	A	2, 5
Ш	AL-I	 	5½"	。 う う	7'-10"	l ¾"	SMING	0	ß	1
II2	AL-I	F-4	5 ½"	(2) 3'-0"	7'-10"	l ¾"	PAIR SWING	0	Щ	3
II3	AL-I	 	5½"	ຸ ອ	7'-10"	l ¾"	SMING	0	m	
114	MD-2	F-5	3 ½"	3-O"	7'-0"	l ¾"	SMING	0	Ω	
115	MD-I	F - 5	3 ½"	。 う う	7'-0"	l ¾"	SMING	0	Ω	
116	MD-I	5	3½"	<u> </u> - ສ	7'-0"	l ¾"	SMING	0	Ω	
117	AL-I	F-2	7 1/4"	3 - 3	7'-10"	l ¾"	SMING	0	Α	4
II8	HM-I	F-5	5½"	3 - 3	7'-0"	l ¾"	SMING	0	G	
UPPER LEVE	<u>L</u>				•				•	
201	HM-I	F-5	5½"	<u>"</u> อ	7'-0"	l ¾"	SMING	20 MIN.	G	

GENERAL NOTES: WALL WIDTH INDICATES EDGE TO EDGE OF STUD FRAMING. VERIFY ACTUAL FRAME THROAT WIDTHS WITH SPECIFIED WALL ALL EXTERIOR DOOR FRAMES TO BE THERMALLY BROKEN.

- SEE SPEC FOR HARDWARE SETS AND DETAILED HARDWARE REQUIREMENTS.
- MAIN LEVEL UNITS/TENANTS TO COMPLY WITH ADA REQUIREMENTS FOR HARDWARE. CLEAR OPENINGS OF DOORS AND CLEAR FLOOR AREAS MUST MEET ADA CLEARANCES
- <u>REMARKS (SEE SCHEDULE ABOVE):</u> PROVIDE ACCESS CONTROL AT EXTERIOR (CARD ACCESS). UNIT INTERCOM SYSTEM LINKED TO ALL UPPER FLOOR
- UNITS, INCLUDES REMOTE DOOR RELEASE WITH VOICE INTERCOM. NO HARDWARE AT EXTERIOR SIDE OF DOOR -EQUIPMENT ACCESS ONLY.
- UNIT INTERCOM SYSTEM LINKED TO ALL MAIN LEVEL AND UPPER LEVEL UNITS, INCLUDES REMOTE DOOR RELEASE WITH VOICE INTERCOM. NO HDC DOOR OPERATOR THIS LOCATION.

TYPICAL UNIT DOOR SCHEDULE

											1
			MALL		<u>DOOR SIZE</u>						
	DOOR	FRAME	MIDTH						FIRE	HDM	
NO.	TYPE	TYPE	(FRAMING)	MIDTH	HEIGHT	THICK	LOCATION	OPERATION	LABEL	SET	REMARKS
Α	MD-I	F-5	5/2"	3'-0"	6'-8"	13/4"	ENTRANCE	SMING	20 MIN.	C	-
В	MD-I	F-5	3½"	3'-0"	6'-8"	13/4"	BEDROOM	SMING	0	D	-
BI	MD-I	F-5	3½"	2'-8"	6'-8"	13/4"	BEDROOM	SMING	0	Ω	-
C	MD-I	F-5	3½"	3'-0"	6'-8"	13/4"	CLOSET	SMING	0	E-I	-
CI	MD-I	F-5	3½"	2'-8"	6'-8"	13/4"	CLOSET	SMING	0	E-I	-
C2	MD-I	F-5	3½"	2'-0"	6'-8"	13/4"	CLOSET	SMING	0	E-I	-
D	MD-I	F-5	3½"	3'-0"	6'-8"	13/4"	BATHROOM	SMING	0	Ω	-
DI	MD-I	F-5	3½"	2'-4"	6'-8"	13/4"	BATHROOM	SMING	0	D	-
E	MD-I	F-5	3½"	3'-0"	6'-8"	13/4"	LAUNDRY	SMING	0	E-I	-
F	MD-I	F-6	3½"	5'-0"	6'-8"	13/4"	CLOSET	PAIR SMING	0	E-2	-
F-I	MD-I	F-6	3½"	7'-0"	6'-8"	13/4"	CLOSET	PAIR SWING	0	E-2	-

NOTES: - DIMENSIONS ARE TO FRAME SIZE

- ALLOW 3/8" SHIM SPACE @ JAMBS & HEAD AT EXTERIOR ALUM. WINDOWS. ALLOW 1/8" SPACE @ SILL FOR SHIM & RECEPTOR. R.O.
- TO BE CONFIRMED WITH WINDOW VENDOR SELECTED FOR PROJECT. ALL EXTERIOR ALUMINUM STOREFRONT WINDOWS \$ EXTERIOR STOREFRONT DOORS TO BE THERMALLY BROKEN.

NOTE: SAFETY GLAZING SHALL BE PROVIDED AT ALL LOCATIONS REQ'D PER CODE, IDENTIFIED WITH THE FOLLOWING:

MANUFACTURER SHALL REVIEW AND ADJUST AS NEEDED.

DOOR/WINDOW NOTES

- INSULATED DUAL GLAZED LOW E GLASS AT ALL EXTERIOR WINDOWS AND DOORS. PRIOR TO ANY FRAMING WORK, VERIFY ROUGH OPENING DIMENSIONS WITH WINDOW MANUFACTURER. NOTIFY
- ARCHITECT OF ANY DISCREPANCIES. VERIFY JAMB WIDTHS AND WALL THICKNESS PRIOR TO
- ORDERING AND INSTALLATION OF UNITS. PROVIDE SAFETY GLASS TO COMPLY WITH CODE
- REQUIREMENTS (DETERMINED BY WINDOW/DOOR SUPPLIER). INSULATE ALL EXTERIOR SHIM SPACES AT DOORS \$ WINDOWS W/ MIN. EXPANDING SPRAY FOAM.
- WRAP ALL NEW EXTERIOR OPEN SILLS WITH TYVEK FLEX WRAP. PROVIDE TYVEK STRAIGHT FLASHING AT ALL
- EXTERIOR OPENINGS PER MFGR'S REQ'S. PROVIDE HORIZONTAL BLINDS AT ALL UNIT WINDOWS. WINDOWS, DOORS AND DOOR HARDWARE WITH ACCESSIBLE AND ADAPTABLE UNITS SHALL MEET WITH ADA
- REQUIREMENTS OF SECTION 309 \$ 404. PROVIDE SCREENS WITH ALL OPERABLE UNITS. ENSURE UPPER LEVEL UNITS COMPLY WITH ASTM F2090 AND SECTION 1029.2 AND 1013.8.

HARDWARE GROUPS

HARDWARE BY DOOR SUPPLIER IN FINISH TO MATCH

- PULL HANDLE
- PANIC HARDWARE CONTINUOUS HINGES
- HDC DOOR OPERATOR W/ACTUATOR (OWNER OPTION)
- CLOSER ELECTRIC STRIKE
- 3 SILENCERS
- KEYED ENTRY (VESTIBULE LOCK) WEATHERSTRIPPING
- SILL SMEEP (NYLON BRUSH) IC CYLINDER AS REQ'D
- PERMANENT CORE INTEGRATION W/ UNIT INTERCOM SYSTEM
- HARDWARE BY DOOR SUPPLIER IN FINISH TO MATCH PULL HANDLE
- PANIC HARDWARE
- CONTINUOUS HINGES HDC DOOR OPERATOR W ACTUATOR (OWNER OPTION)
- CLOSER ELECTRIC STRIKE
- 3 SILENCERS KEYED ENTRY (VESTIBULE LOCK)
- WEATHERSTRIPPING
- SILL SWEEP (NYLON BRUSH)
- IC CYLINDER AS REQ'D PERMANENT CORE
- THRESHOLD THERMALLY BROKEN (EXTEND ALUM. ONE PIECE W/ RIBBED SURFACE) ACCESS CONTROL

	SET: C		(ENT)	RAN
	3 HINGES	BY DOOR AND FRAME SUPPLIER	US26D	Mł
	I INTERCONNECTED LOCKSET	YR852 PB	626	YF
	I PERMANENT CORE	AS SPECIFIED	626	Y
	CLOSER	IIOIBF	689	YA
	I STOP	AS REQUIRED (406/409 OR 10-x36)	630	RF
	I KICK PLATE	KI <i>050-</i> 12"x2" LDW 4BE CSK	U532D	RO
	I THRESHOLD	AS REQUIRED*		PE
	I GASKET	588D		PE
	I DOOR BOTTOM	2173AV		PE
	I SET ACOUSTIC CORNER PADS	ACPII2BL/2		PE
	I DOOR VIEWER	622 (2@ ACCESSIBLE ROOMS)	DCRM	RO
١	I CHAIN GUARD	1607	626	D.

DOOR KNOCKER US26D RO *NOTE: THE HARDWARE SUPPLIER NEEDS TO DETERMINE AND PROVIDE THE CORRECT THRESHOLD FOR THE FLOOR TYPE(S) AT THE DOOR OPENING.

DOOR WRAP-AROUND

- DOOR NORMALLY CLOSED AND LATCH
- LATCHBOLT IS OPERATED BY EITHER LEVER AT ALL TIMES DEADBOLT IS OPERATED BY KEY OUTSIDE, INSIDE BY TURN LEVER.
- INSIDE LEVER RETRACTS THE LATCH AND DEADBOLT SIMULTANEOUSLY, ALLOWING FREE EGRESS AT ALL TIMES.

SET: D	(BATHRO	OOM) (BEI	ROOM)
3 HINGES	BY DOOR & FRAME SUPPLIER		
I PRIVACY LOCKSET	YH2I CS	626	YR
I STOP	AS REQUIRED (406/409 OR 528 HINGE PIN STOP)		RO
3 SILENCERS	609		RO
I COAT HOOK	796	US26D	RO

NOTE: HINGE PIN STOPS ALLOWED WHERE LEVERS WILL NOT CONTACT WALL STOP. : NO COAT HOOK AT BEDROOM LOCATIONS.

3 HINGES	BY DOOR & FRAME SUPPLIER		
PASSAGE LOCKSET	YHII CS	626	YR
STOP	AS REQUIRED (406/409 OR 528 HINGE PIN STOP)		RC
3 SILENCERS	609		RC

NOTE: HINGE PIN STOPS ALLOWED WHERE LEVERS WILL NOT CONTACT WALL STOP.

ı				
ı	SET: E-2			
ı	3 HINGES	BY DOOR & FRAME SUPPLIER		
4	2 ROLLER LATCHES	594	US26D	RO
ı	2 DUMMY TRIM	YH81 CS	626	YR
ı	2 STOP	AS REQUIRED (406/409 OR 528 HINGE PIN STOP)		RO
ı	2 SILENCERS	609		RO

DRIP CAP

WEATHERSTRIPPING ACCESS CONTROL

HINGE PIN STOPS ALLOWED WHERE LEVERS WILL NOT CONTACT WALL STOP. COORDINATE WITH RELATED TRADES TO INSURE DOORS ARE PROVIDED WITH LOCK BLOCKING

SUITABLE FOR ANCHORING OF DUMMY LEVER TRIMS.

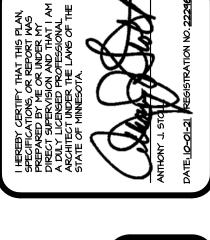
HARDWARE BY DOOR SUPPLIER IN FINISH TO MATCH WEATHERSTRIPPING

SILL SMEEPS (NYLON BRUSH) CONTINUOUS HINGES CONCEALED OVERHEAD STOPS ACTIVE (INACTIVE LEAF ARRANGEMENT)

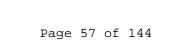
CYLINDER (DEADBOLT) EACH SIDE OF ACTIVE LEAF

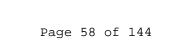
	NOTE: WHEN CYLINDER RETRA	CTED, WILL ALSO RETRACT INACTIVE FLUSH BOL	.т.	
ı	SET: 6			
	3 HINGES	BY DOOR & FRAME SUPPLIER	US26D	ΜK
	I STOREROOM LOCKSET	PB 4705LNx1210 TEMP	626	YA
	I PERMANENT CORE	AS SPECIFIED	626	YA
	I CLOSER	3501/PR3501	689	YA
	I KICK PLATE	KI050-12"x2" LDW 4BE CSK	U532D	RC
	I WALL STOP	406	U532D	RC
	I GASKET	588D		PE
	I THRESHOLD	AS REQUIRED*		

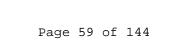




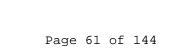
SHEET NUMBER: A-6.0



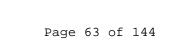












City Council 2021 October Council Meeting & Public Hearing Vergas Event Center and Zoom Id number 267-094-2170 (password 56587) 6:30 PM on Tuesday, October 12, 2021

7. Construction Permits

a. 105 Main Street

b. 131 1st Ave, shingling house

Files Attached

- Construction Permit 131 1st Avenue.pdf
- Construction Permit 105 E Main St.pdf

Permit Number:	Date Received:/0-05-202-[Pa	arcel Number: <u>8 2800 990 0890</u> 00		
	Construction Permit A	Application		
To the City Council of the City of Vergas in the County of Otter Tail, State of Minnesota: Application is hereby made by the undersigned for a Construction Permit as provided by City Ordinance as adopted by the City of Vergas. GOPHER STATE ONE CALL MUST BE NOTIFIED 48 HOURS PRIOR TO ANY DIGGING, CALL 1-800-252-1166 AS REQUIRED BY MINNESOTA STATE LAW. THE CITY OF VERGAS WILL CHECK ALL SETBACKS ON ANY NEW CONSTRUCTION. IT IS THE APPLICANT'S RESPONSIBILITY TO HAVE ALL PROPERY LINES LOCATED. ALL NEW CONSTRUCTION REQUIRES THE APPLICANT TO MARK THE PROPOSED BUILDING SITE AND PROPERTY LINES BEFORE THE BUILDING PERMIT WILL BE APPROVED.				
All Electrical	work MUST have an electrical pom a MN State Contract Electric	permit, which must be obtained		
Lot Property: Width Must supply City project complete PLEASE NOTE: WITH A UTILITIES. WATER HO Name of Applicant:	ion: (NEW CONSTRUCTION O Block Addition feet, Length feet, Length with a \$1,000 deposit for tar break and street is approved by Utilities Somewhard Street is approved by Utilities Street is approved by Utilities Somewhard Street is approved by Utilities Street is approv	feet up. City will reimburse \$1,000 when Superintendent. EERE ARE FEES FOR START UP OF R IS \$750.00.		
Permit to (CIR Build Move Description of	oot the Applicant): CLE ONE) Install Demolish Work to be done:	Alter Remodel		
_	not just your cost) of work being con	npleted: \$ 3 (XX)		
		Phone:		
Plumber: (must ha	ve MN License) License Number:	Phone:		

Electrician:

- 4. Attached a "Site Plan", showing the proposed location of any new building in reference to the property including existing buildings. If you have a copy of a professionally prepared site plan, attach a copy for review by the City's Site/Zoning Inspector. Blueprint or Design Drawings must be submitted for any new construction, addition, or remodel.
- 5. Certification: I hereby certify that I am the applicant herein and that the information given above and/or any exhibits submitted herewith is in all respects true and accurate to the best of my knowledge and belief, and further, if this permit is granted, said construction will comply with plans and specifications herewith submitted and applicable requirements of the City of Vergas.

6.	I am the (CIRCLE ONE)	OWNER	LESSEE	PURCHASER	AGENT
7.	APPLICANT'S SIGNATURE:			DATE:	
	*********		**************************************	**************************************	*****
		FORC	AFICE USE OF	111	
\$	Water Hook-up		\$S	ewer Hook-up	
\$	29.00 Permit Fee		\$7	Tar Break Up Deposit	
\$	25,00 Total Fees				
Brit Orlevia	ceipt # <u>/4451)</u> — Date F	o client	to displ	—	
V]	isible from the s	treet &	to notify	office of c	ompletion.
Sig	gnature:(Permit	ting Authori	(ty)	Date:	_, 20
	(Fermit	ing Aumon	.cy)		
Da	ate Approved by Council:		, 20		

Permit expires in one year if project is not complete please reapply for permit.

Permit Number:Date Received: 9/13/2/Parcel Number:
Construction Permit Application
To the City Council of the City of Vergas in the County of Otter Tail, State of Minnesota: Application is hereby made by the undersigned for a Construction Permit as provided by City Ordinance as adopted by the City of Vergas. • GOPHER STATE ONE CALL MUST BE NOTIFIED 48 HOURS PRIOR TO ANY DIGGING, CALL 1-800-252-1166 AS REQUIRED BY MINNESOTA STATE LAW. • THE CITY OF VERGAS WILL CHECK ALL SETBACKS ON ANY NEW CONSTRUCTION. IT IS THE APPLICANT'S RESPONSIBILITY TO HAVE ALL PROPERY LINES LOCATED. ALL NEW CONSTRUCTION REQUIRES THE APPLICANT TO MARK THE PROPOSED BUILDING SITE AND PROPERTY LINES BEFORE THE BUILDING PERMIT WILL BE APPROVED. • All Electrical work MUST have an electrical permit, which must be obtained separately from a MN State Contract Electrical Inspector (218)342-3345 or
Property Description: (NEW CONSTRUCTION ONLY) Lot,Block,Addition Property: Widthfeet, Lengthfeet Must supply City with a \$1,000 deposit for tar break up. City will reimburse \$1,000 when project complete and street is approved by Utilities Superintendent.
PLEASE NOTE: WITH ANY NEWLY CONSTRUCTED HOME, THERE ARE FEES FOR START UP OF UTILITIES. WATER HOOK-UP ASSESSMENT IS \$750.00. SEWER IS \$750.00. Name of Applicant: SO E. SCHAF AV. Mailing Address: 830 E. SCHAF AV. Phone: 318-849-5088 Name of Owner (If not the Applicant): Shu & Julie Sieling
Address of Owner (If not the Applicant): 1. Permit to (CIRCLE ONE) Build (Install) Addition Alter Move Demolish Repair Remodel Description of work to be done: HAULED IN CRUSHED AS PLANT TO DRIVE WAY — WAS
2. Proposed use of building: (CIRCLE ONE) Residential Commercial 3. VALUATION (not just your cost) of work being completed: \$ 854
Plumber: (must have MN License)
Name: Phone:
Electrician:
Name: License Number: Phone: Form approved by City of Vergas Council 09/12/2017

City Council 2021 October Council Meeting & Public Hearing Vergas Event Center and Zoom Id number 267-094-2170 (password 56587) 6:30 PM on Tuesday, October 12, 2021

9. Committee Reports

- 1. CDH-Vergas Fire Board
- 2. Personnel Committee
- 3. Street/Sidewalks/Yard Waste Committee
 - 1. Road Grading
 - 2. Yard Waste Permits
- 4. Park Advisory Board
- 5. Planning Commission
- 6. EDA/HRA

Files Attached

- Fire Board Report Budget Meeting.pdf
- Personnel Committee Sept 20 21.pdf
- Personnel Committee 9 21 2021.pdf
- SSYW10.01.21min.pdf
- 10-06-21 EDA-HRA Minutes.pdf
- Otter Tail County Tax Rebate Program.pdf
- 9.23.2021 DRAFT Minutes.pdf Park Board

Fire Board Report

The Fire Board met on September 29 at 6pm at the Vergas Fire Hall to discuss the budget for 2022.

A 3% increase was proposed by the Fire Board. Increase reflects cost increases of the products purchased by Fire & Rescue.

Based on the City of Vergas contribution (11%) this would entail an annual increase of \$348.68 for 2022.

Audit Meeting scheduled for January 25, 2022 Annual Meeting scheduled for February 1, 2022

Submitted by Julie Bruhn City of Vergas Fire Board Representative

City of Vergas Personnel Committee September 20, 2021

The Personnel Committee met on September 20, 2021, 5pm, at the Vergas Event Center. In attendance were Julie Bruhn, Natalie Fischer, and Julie Lammers

Interview conducted, Kyle Theisen, for the Liquor Store Manager position. The Personnel Committee recommended to hire at 2 steps above the minimum, \$20.02, based on leadership training, manager experience, and inventory management experience. Julie Lammers will follow up with conducting background and reference checks.

Recorder /es/ Julie Bruhn

City of Vergas Personnel Committee Meeting

The Personnel Committee met on September 20, 2021 at 12:10pm at the business Serendipity. In attendance were Julie Bruhn, Natalie Fischer, Mike DuFrane, and Matt Engebretson.

Reviewed with city employees, Mike DuFrane and Matt Engebretson, actions taken at the last City Council meeting.

The City Council approved converting Matt Engebretson, Maintenance Operator, from part time (NTE 32 hours/week) to full time 40hours/week with the additional hours labor mapped to Parks and Streets. This would be effective January 1, 2022. Matt Engebretson accepted the change in position.

With the change of Maintenance Operator to full time noted expectation to have Friday coverage so both not scheduled same day off. This would allow 5 day city coverage should issues arise.

Noted changes in policy to have night differential pay at \$2.00 extra an hour versus time and a half, at overtime pay rate. Additional change is to establish routine use of compensatory time earned versus overtime. In extenuating circumstances when compensatory time cannot get used when over 42 hours, with review and approval of personnel committee, overtime would be paid. Would encourage adjusting hours so when coming in early can leave early to maintain 40 hour work week; as able. There were questions regarding allowing more than 42 hours of compensatory time to accumulate and ability to carry more than 200 PTO hours. Will look at, but have not changed these hours in policy.

Mike DuFrane noted need of safety bifocal glasses and had requested of City Council and was approved over 3 years ago. Personnel Committee not aware of this request, and noted when safety equipment is required per regulations it should be purchased to avoid injury. Mr. DuFrane should proceed with purchase as previously approved by the City Council.

Following completion of reviewing City Council actions with city employees, discussed the cost of living allowance (COLA) for 2022. Agreed to propose a 2% COLA to City Council.

Recommendations for Action:

Approval of 2.0% COLA for city employees in 2022.

Recorder: /es/ Julie Bruhn

Street/Sidewalks/Yard Waste Committee Meeting Minutes Vergas City Offices October 1, 2021

- 1.) A meeting of the Vergas Streets/Sidewalks/Yard Waste (SSYW) Committee was held on Friday, October 1, 2021 at 10:00 AM at the Vergas City Offices. Present was Bruce Albright and Paul Pinke, Vergas City Council, Mike DuFrane, Utilities Superintendent, and Julie Lammers, City Clerk. Albright called the meeting to order at 10:00 AM.
- 2.) Sidewalks and 105 Main Street were added to the agenda.
- 3.) 2022 Yard Waste Permits was discussed. Lammers had a handout showing the 2018, 2019, 2020, and 2021 (year to date (ytd)) income and expenses. Permits purchased each year was discussed: 2018 221; 2019 224; 2020 281; and 2021 ytd 276. The negative balances for each year were reviewed: 2018 \$6,689.23; 2019 \$12,350.60; 2020 \$6,530.45; and 2021 ytd \$11,386.50. The current cost for nonresidents to get a yard waste permit is \$40.00 annually.

For each year listed, the expenses include \$10,000 for the Komatsu loader. The annual loader cost is \$30,000, with \$10,000 also going to Streets and \$10,000 going to sewer. The loader expense will go away in 2022, as it will be paid for, unless we upgrade and get a new loader through the state contract. Our loader currently has about 635 hours and 2,000 miles. The last loader was purchased from General Equipment in Fargo, at zero percent interest, and 5 years of payments at \$30,000. The idea five years ago was that we'd trade loaders about every 5 years, getting the maximum for our used equipment on trade-in. The Committee recommended that DuFrane get a quote for a new loader.

This week, DuFrane said there were two dumping violations. Our new City Attorney and their firm have enforcement authority, like the County Attorney, to prosecute violations. According to State Statute, the fine could be up to \$300 for a violation of the rules. Albright asked if the camera works at the recycling site. DuFrane said it does, but what good does it do to identify violators, when nobody enforces the rules. Otter Tail County operates a yard waste disposal site in Pelican Rapids, and there it costs \$40.00 per load to dump. Given the volume of material received each year and the number of permits we sell, our site is quite popular with the area citizens. There had been talk with the Committee, that if violations continue to occur, perhaps the site should be closed for non residents of Vergas. Doing that, of course we also loose the income side of our balance sheet.

Lammers said to break even, we'd need to get about \$75/each for permits. The Committee felt this was not unreasonable. There was discussion that right now, permits are only sold at the City Offices or the Liqour Store. The Committee felt this was fine. Lammers distributed a copy of the current rules that accompany each permit sold. The rules currently state anyone with a violation, looses their permit for that year. One of the biggest problems is people borrowing their permit to friends and relatives. The Committee felt that more information should be added to the permit attachment. The Committee will look at possible rule revisions at their next meeting,

DuFrane felt that the Committee should have the authority to shut the site down, if necessary. This summer with the drought and burning bans, we almost reach this point, as the site was full and couldn't take any more material. The Committee will ask the the Council for said authority. Smoke from burning the site was discussed. Several complaints have been filed in the past.

Otter Tail County operate the blue recycling bins on the site. In the past, they've hinted that they could possibly gravel their area. DuFrane thought this would be a good idea. There are currently some water holes, and broken glass in the area. DuFrane will contact the County Recycling Coordinator to check on gravel. The Lions collect aluminum cans at the site. Sometimes their trailer gets full, and the cans then blow all over. Someone should contact them so they empty their trailer when it is full.

4.) The need to relocate East Lake Street was discussed. The two main property owners in the area have expressed their concerns to the Council and Planning and Zoning Commission. Earlier this year, Tyler Schmid, Franklin Fence, got a permit to put up a fence with gates on the east and west ends. Said fence has now been installed. DuFrane said he'll have to plow the road with the payload, as he won't be able to push the snow against the fence, which would damage it. Similar to the process used for Glenn Street, a portion of the platted street has to be abandoned and returned to the respective landowner, and in exchange, we'll need to acquire new road right-of-way (R/W). Lammers thought that the City's engineering firm, KLJ, has already surveyed the area and determined the desired new road width/location. Schmid had his priory surveyed, which noted the discrepancies. Possible abandonment of East Lake Street, retaining an easement for emergency use during events (Loony Daze) was discussed with neighboring landowners, and there was noted opposition to said idea.

Lammers said we have several other road/alley location discrepancies throughout town, and might it be more cost effective to address all at the same time. The Committee felt Lammers and DuFrane should put together a list of the other areas, so this matter can be further discussed. The Committee felt since the issue with Schmid and East Lake Street has been ongoing for some time, we should deal with this particular issue as soon as possible. Lammers can start the process with Council approval, by talking with our attorney to get the process started, assuming KLJ is finished with their work.

- 5.) Earlier this year, the process to abandon and relocate a portion for Glenn Street was completed. Lammers will need to do some research as to where Glenn Street officially ends. Some have thought it was the City shop, others by Loren Menz's garage, and others thought it was the property line. With Josh Hanson's purchase of the Bunkowski property, and his plans for a residential subdivision, which could start as soon as next spring, he'll need access, which for now will be Glenn and West Lake Streets. This gives the City about 8-9 months to deal with issues involving the noted roads. The recent legal survey done for the property sale, moved the east property line about 50' further west, and Glenn Street will need to be lengthened to get to Hanson's property.
- 6.) Regarding long range road planning and funding, Lammers distributed a sheet showing the total linear feet of the existing roads and alleys. Right now, it shows 25,284 feet or about 4.8 miles. DuFrane said there are still a couple of areas that need to be added. Lammers said we also have areas, such as east and west of the City building, where there are currently undesignated alleys. The City plows and maintains both areas, and by use, do we already have jurisdiction? Lammers showed the Committee a three-ringed notebook she is working on for each Committee member. Albright felt that maintaining and possible improvement of this many miles roadway, costs money, and the City needs to start budgeting for said costs. At a future SSYW Committee meeting, we'll continue discussions about setting aside any leftover funding for said purposes.
- 7.) Improvements to West Lake Street were discussed. This road is dedicated, and has 66' of R/W. The City's Capital Improvement Plan, dated August 2019, included improvements for West Lake Street, estimated to cost \$80,000. However, this estimate only including graveling the existing road. DuFrane said the current road is so narrow, that one car has to pull over to let another one past. Future improvements, besides graveling, would include widening, proper

ditch slopes, and possible flattening of some of the steep grades. Again, if the subdivision happens, the needed road improvements should be done in the next several years. KLJ would need to to do the engineering for a project of this scope and magnitude. The Committee felt neither improvement for Glenn or West Lake Streets will be popular with the neighbors. According to the "Special Assessment and Trunk Area Policies and Procedures for Public Improvements and Maintenance Costs", dated October 3, 2011, reconstruction of an existing gravel roadway would be assessed 50% to the abutting benefitted properties. DuFrane questioned if the City might consider annexing in some additional property along West Lake Street, particularly back by Little Long Lake?

Things could also change if Hanson were to add either public sewer and or water to his development. The Committee asked questions if there were limitations to the number of people either utility can serve. For sanitary sewer, the subdivision would need a lift station. DuFrane said the water treatment plant should be able to put out about 100,000 gallons per day, This summer, the use varied between 40,000 - 65,000 gallons per day. The Committee felt this (expansion) was something that needed to be addressed in our long range comprehensive plan. Lammers said the City could sell bonds for street, water and sewer projects, right now, the interest rates are still quite low. DuFrane also felt the City should start thinking about where we'd drill new water wells if our existing wells ever quit.

- 8.) At the recent Planning and Zoning Commission meeting, the Commission recommended to the Council that they acquire and pay for 33' of R/W from each of the respective landowners on the north half of Townline Road. Hobart Township has already taken care of the process on the south half mile of roadway. DuFrane would like to see this process completed as soon as possible, so he could start tree and brush removal before snowfall. Lammers could work with the engineer for the required acreage amounts and a value for said property. She would also need to work with our attorney on drafting the required easements. In the past, the City Clerk and Engineer negotiated said easements with the landowners. The Committee questioned if including the Engineer was necessary? It might just be easier for Lammers to start the process. Albright noted that part of the required R/W is already graveled surface roadway, and this might have a different value than "new" R/W needed.
- 9.) Regarding 105 Main Street, Lammers felt we needed to contact the developers, as they currently have the City's property blocked/fenced along the west side of our building. They also had the alley blocked by Vergas Ford, but that has since been opened, after the developers were contacted. A variance hearing is scheduled for Tuesday, October 12th, before the Council meeting to address parking needs. According to Lammers calculations, they could need as many as 36 spaces. Section 151.41 of the City's Land Usage Ordinance, states "if warranted by the unique characteristics and/or documented parking demand for similar developments, the city may allow a reduction in the number of parking spaces actually constructed as long as the applicant provides proof of a future parking plan". Albright thought the fencing currently around the site will be dependent on whether or not they actually start construction of the building this year, or they wait until next spring. Lammers said the Liqour Store suppliers need access to the back of the City's building, of they've threatened to stop deliveries. The Committee felt that "long term parking" needs in Vergas should be addressed in the comprehensive planning process. Something needs to be done. Diagonal parking along 1ST AVE, between Main Street and E. Linden Street was still a possibility. To date, no one has brought said request to the County Engineer for his review.
- 10.) A sidewalk report, last completed in 2013 by DuFrane was distributed to the Committee. One of the worst areas is right in front of the Liqour Store/City Offices. An update to the report is something DuFrane should consider doing maybe in 2022, time permitting.

The meeting was adjourned at 12:15 PM.

Respectfully prepared and submitted by;

Bruce E. Albright, City Council Member

Council Recommendations

- Get proposals, as previously agreed upon, for a new loader.
- Increase yard waste permit fee for 2022 to \$75.00. Modify handout rules. Keep permit availability at City Hall/Liqour Store.
- Work with City Attorney to determine process for implementing fines to yard waste violators, implement said fines when necessary.
- Authorize SSYW Committee to close yard water disposal site if necessary (i.e. burning bans, etc.).
- Start legal process (engineering/attorney) for East Lake Street realignment.
- Authorize engineering and legal to begin process to determine work needed to extend Glenn Street to property line for future subdivision.
- Get a proposal for engineering design services for West Lake Street improvements.
- Start R/W acquisition process for N1/2 mile of Townline Road with affected landowners. Areas, acreages, and values from Engineer. Easement paperwork from Attorney.

Follow up Actions

- SSYW Committee to meet again in 2021 to work on budgets, and future SSYW Committee funding needs.
- Continue to work with developers at 105 Main Street regarding parking needs, need to address long range parking in comprehensive planning process.
- Assess new loader needs/costs.
- Assess needs/budget for Small Cities Assistance Program funding. Lobby legislators for future funding, explain our needs to Legislators.

CITY OF VERGAS EDA/HRA

Wednesday, October 6, 2021 11:00 am Billy's Corner Bar

The City of Vergas Economic Development Authority (EDA) and Housing Redevelopment Authority (HRA) met on Wednesday, October 6, 2021, at 11:00 am at Billy's Corner Bar with the following members present, , Bruce Albright, Austin Tegtmeier, Vanessa Perry, and Clerk/Treasurer Julie Lammers. Absent: Kevin Zitzow and Paul Pinke. Also present: Duane Ditterich.

Meeting was called to order by Vice President Bruce Albright at 11:00 am.

Approval of Agenda

Approve agenda with addition of property tax rebate program.

2021 Financial Update

Lammers reviewed income and expense worksheet regarding the EDA/HRA.

Approval of Minutes

Motion by Tegtmeier, seconded by Perry to approve September 1, 2021, minutes. Motion passed unanimously.

Old Business

Reviewed development property located on Lawrence Lake.

Lammers reviewed 2022 budget request of \$8,000 to keep amount in line with the past transfers adding \$1,000 every year. Discussed sale of property and the proposal of City not transferring the \$8,000 they currently have asked for due to receiving the amount in sales over the \$33,000 the City paid for West Lake Street property. Members requested City continue transfer of \$8,000 and if property sells the City keep an additional \$8,000 from the sale of the property. Money is needed to help with both economic and housing development within the City.

EDA and HRA goals will be discussed at a later meeting, with Lammers providing members with copies of 2021 goals and community development plan.

Lammers invited the EDA/HRA members to the first public hearing for the comprehensive plan on Tuesday, October 19 at 7 pm at Billy's.

New Business

Duane Ditterich informed members he will be opening Ditterich Mercantile at 105 Main Street. Discussed plans and grants available. Ditterich requested community support letters and asked if EDA would help provide. Lammers stated she could draft support letter and send to community club asking them if they would ask members to provide letter of support.

Many of Vergas properties currently do not have addresses located on them. It is difficult for EMS, fire and delivery people to find homes without addresses. There has been a suggestion to have a contest to encourage citizens to put addresses on their homes. Members expressed they felt a contest would be a waste of time and City should post on electronic sign and in the newsletter. When City does a mailing, they may want to include statement encouraging property owners to put up addresses.

Lammers reviewed the County decision to raise the abatement regarding residential housing to \$10,000 from the original \$5,000 and extending the program through 2024. Motion by Tegtmeier, seconded by Albright to recommend to Council to extend Vergas City abatement to 2024 keeping the \$5,000- or 5-years abatement amount. Motion passed unanimously.

Meeting adjourned at 12:30 p.m.

Julie Lammers City Clerk-Treasurer City of Vergas

Council Recommendations

Approval of continuation of the tax abatement for residential buildings of \$5,000 or 5 years to 2024.

City Council allow EDA/HRA the control of the property located at 310 W Lake St and to sell property.

Follow up Actions.

Albright will speak with area property owners about possibility of land development. Lammers provide 2021 EDA/HRA goals and the community development plan for Vergas to members. Lammers provide letter of support to community club for Ditterich Mercantile.



Extended to 2024 & Rebate Maximum Increased to \$15,000

Otter Tail County's Property Tax Rebate Program for Single and Two-Family Homes has been extended and expanded. The rebate program is one component of the County's Big Build housing growth and investment initiative that launched in late 2019, specifically to encourage new investment and construction of single and two-family homes.

The program provides financial support to the homeowners or the builders of the home in the form of rebated, or refunded, property taxes. When the program was introduced, applicants could receive a rebate of up to \$5,000 of the County's portion of future property tax and \$5,000 of the City's portion in select cities. The expansion to the program now provides applicants up to \$10,000 of the County's portion of future property taxes and \$5,000 of the City's portion. The increase in rebate amount will be extended retroactively to program applicants that applied in 2020 and 2021 before the change was made. Additionally, the program application deadline has been extended from December 2022 until December 2024.

"These updates and extensions to the rebate program are really an expression of support and recognition during this challenging year for housing growth," said Otter Tail County Commissioner, Lee Rogness. "The board and county staff recognize the supply chain and construction cost challenges that new homeowners and builders are facing. Allowing for more time and a larger rebate amount will hopefully encourage those thinking about building a new home to make the investment now while this program is available."

More information about the Big Build including details on how to apply for the tax rebate program can be found at www.bigbuildotc.com.

9.23.2021 DRAFT Minutes Vergas Parks and Rec Advisory Board Meeting 3:30 p.m. Vergas Event Center (ZOOM was unavailable because there were no batteries for the keyboard)

- 1. Members Present: Sherri Hanson, Carol Albright, and Steph Hogan Members Absent: Paul Pinke, Maggie Puetz, Mike DuFrane, and Julie Lammers
- 2. Additions to Agenda: Snowmobile Trail and Skating Rink
- **3.** August Minutes were approved with a motion by Hogan, second by Hanson.
- **4. Budget:** The Council approved a budget of \$90,280 for 2022. Requested amount was \$103,255. The 2020 Budget was \$82,774. The 2021 Budget was \$73,225. Parks & Rec was the only entity that saw an increase in their budget for 2022.

Hanson would like to keep the parks in the Council conversation. In particular, she would like to see a preliminary drawing made of changes needed at Long Lake Park. Hanson and Albright will begin searching for a volunteer to do such a drawing.

- **5. Comprehensive Planning Meeting:** will be held Tuesday, October 19, 2021 at Billy's. Everyone is invited to attend. Council members and a professional planner will lead the discussion.
- **6, 7, 8: Swing Set:** In a meeting with Hanson, Matt Engebretson, and DuFrane it was suggested that the swingset be placed next to the shelter closest to the Boardwalk. DuFrane is getting price estimates.

Water fountain near current playground: DuFrane and Engebretson will cement over the water spout and add a grill as was discussed at a previous meeting.

Boardwalk Maintenance: DuFrane has nailed down several warped boards. Lammers is checking on the warranty for the Boardwalk.

Trimming Weeds along Trail near Hairyman Statue: the ditch is very steep and bumpy. Some weeds cannot be trimmed with a weed eater. Is the Wiebe family responsible to trim the weeds above the retaining wall?

- **9. Enforcement of Motorized Vehicles:** Council has no enforcement powers. Citizens have to call the Sheriff when they see motorized vehicles on the Trail.
- **10. Trail Surface Update:** Mark's Sand & Gravel will be operating their asphalt plant at the Bunkowski Gravel Pit in October to complete work on Highway 87. They will lay down asphalt on the Trail at that time. Hanson was under the assumption the work would be donated. Lammers has been talking to the company to find out what the cost will be. DuFrane is concerned that the subsurface might not be the required Class 5 gravel.
- **11. Doggie Waste Station:** The \$200 donation has been received by the City for the station. Albright will talk to DuFrane to order it.
- 12. Hairyman Event has been cancelled for 2021 but will be held in 2022.
- **13. Snowmobile Trail:** DuFrane and Erickson will clear a path from the lake to the Trail for snowmobiles next to 88 Park View. The path will be on the City's easement.
- **14. Skating Rink:** DuFrane has been talking to the City of Frazee to find out about setting up the rink.

Meeting adjourned at approximately 4:30 p.m.

Next meeting will be Thursday, October 28, 2021

City Council 2021 October Council Meeting & Public Hearing Vergas Event Center and Zoom Id number 267-094-2170 (password 56587) 6:30 PM on Tuesday, October 12, 2021

10. 88 Park View Drive - Berm

Files Attached

- 88 Park View -Berm.pdf
- Berm 2.JPG
- Berm 3.JPG
- Berm 88 Park View.JPG
- Berm lake.JPG

Invoice

Invoice #: 2179

Date: 7/25/2021

Bill To:

City of Vergas PO Box 32 Vergas, MN 56587



MW Landscaping, LLC

PO Box 1135
Detroit Lakes, MN 56502
mark@gomwlandscaping.com
www.gomwlandscaping.com

DESIGN •	RI	Ш		10	INI	AI AT
1 11-711/21/1 4		***	 - 11		11111	IAII

Date	Description	Qty		Unit F	Price	Amou	nt
	Dirt work in easment at 88 Park View (Dreser	's	1	\$	2,500.00	\$	2,500.00
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*MW Landscaping is not responsible for lawn, driveway, sidewalk, irrigation or underground utility damage. It is the responsibility of the homeowner to contact and locate all private underground utilities prior to any work beginning. MW Landscaping promises to furnish top quality plant materials from local nursery stock. It is our policy to re-supply one time the original purchaser at no charge, any plant which fails to survive the first year from the date of original purchase. Labor, fertilizers, travel and/or delivery fees not included. Warranty does not cover acts of 6od, mechanical or animal damage, vandalism, or any damage caused by means out of MW Landscaping's control. Cancelation fee is 15% of order. All orders are accepted using the above terms and conditions. No other warranty is expressed, applied or assumed in this contract. All work will be completed in a professional manner, according to industry standards. All agreements contingent upon weather and are subject to delays. We are fully covered by worker's compensation insurance and general liability insurance. There will be a 1.5% service charge per month plus all costs incurred for collections and attorney's fees should your account become delinquent. In the event of delinquency, MW Landscaping reserves the right to place a lien against the property where the work was completed. A deposit of 50% is required to begin work. Final payment is due on or before completion. Warranty is void if any of the terms of this agreement are not met by the client.

Terms: Balance due upon receipt

 Subtotal
 \$ 2,500.00

 Tax Rate
 7.875%

 Total Tax

Total Estimate \$ 2,500.00

Remaining Balance: \$ 2,500.00











City Council 2021 October Council Meeting & Public Hearing Vergas Event Center and Zoom Id number 267-094-2170 (password 56587) 6:30 PM on Tuesday, October 12, 2021

11. Small Cities Development Program

137 Main St transfer

City Council 2021 October Council Meeting & Public Hearing Vergas Event Center and Zoom Id number 267-094-2170 (password 56587) 6:30 PM on Tuesday, October 12, 2021

12. Staff Reports

Utilities Superintendent Report

- a. Winter Maintenance Agreement
- b. Seal Coat
- c. Traffic Marking

Clerk - Treasurer Report

Liquor Store Manager Report

Files Attached

- 10-12-2021 DuFreane report to Council.pdf
- Winter Maintenance.pdf
- Seal Coat.pdf
- Traffic Marking.pdf
- AssetManagementTrgFlyer2021.pdf
- Clerk-Treasurer Training Report.pdf
- Liquor Store Manager Report.pdf
- Pre-Public Notice Permit.pdf
- Statement of Basis.pdf
- Computer Quote.pdf

1. Streets

- a. We are working on cutting brush and trees off the roadway.
- b. Waiting on contractor to grade the road.

2. Parks

- a. Ballfield restrooms closed; the waterlines blown out.
- b. Veterans Memorial construction of monument park is underway.
- c. Beach is closed. Tanks will be pumped out by Dewey's Septic Service also waterlines will be Blown out by Hansons Plumbing, the week of the October 4th.
- d. Docks are pulled. Pier will be pulled sometime by November or beginning of.

3. Water

a. Dehumidifier was received and setup in the treatment.

4. Wastewater

a. Ponds are almost empty 2 discharges left.

RESOLUTION 2021-012

WINTER MAINTENANCE AGREEMENT

BE IT RESOLVED, that the following request is approved by the City or Township and Otter Tail County is hereby authorized to provide the materials and or services as requested below.

BE IT RESOLVED, that the work will be included in our regular maintenance or after our regular maintenance work is completed.

CITY/TOWNSHIP	VERGAS
TYPE OF REQUEST	SALT/SAND MATERIALS
APPROX. QUANT.	25 Cubic Yards
APPROX. COST	\$35.15 Per Cubic Yard or \$25.10 Per Ton
SALT/SAND TO BE HAUI	LED BY Vergas - trucks + employee City/Township/Contractor
SALT/SAND TO BE LOAD	DED BY COUNTY PERSONNEL ONLY
BE IT FURTHER RESOLV all cost of materials and services p	ED, that the City or Township will be responsible for provided.
Adopted this 12 day	of <u>October</u> , 20 <u>21</u> .
	City or Township Official
Comments:	

RESOLUTION

SEAL COAT
(Project Name)
(Township/City)
WHEREAS, thehereinafter called t
"Owner", has deemed this project to be necessary and beneficial.
NOW THEREFORE, BE IT RESOLVED, that the following request is approved by
the Owner and Otter Tail County is hereby requested to take the necessary action to have the
work completed.
BE IT FURTHER RESOLVED, that the work may be included in future County
Contracts, added to existing County Contracts or by any other method deemed to be the mo
advantageous by the County after consultation with the Owner.
TYPE OF REQUESTSEAL COAT
BLAL COAT
LOCATION
APPROX. LENGTH
DE IT ELIPTIED DEGOLVED deval of 1 111 211 C 11 1
BE IT FURTHER RESOLVED, that the Owner shall be responsible for all project costs, including engineering.
orbin, meridaming engineering.
Adopted this day of, 20
Township Chair/City Mayor
Attest:
Clerk

RESOLUTION

TRAFFIC MARKING
(Project Name)
(Township/City)
WHEREAS, thehereinafter called the (Township/City) "Owner", has deemed this project to be necessary and beneficial.
NOW THEREFORE, BE IT RESOLVED, that the following request is approved by the Owner and Otter Tail County is hereby requested to take the necessary action to have the work completed.
BE IT FURTHER RESOLVED, that the work may be included in future County Contracts, added to existing County Contracts or by any other method deemed to be the most advantageous by the County after consultation with the Owner.
TYPE OF REQUESTTRAFFIC MARKING LOCATION
APPROX. LENGTH
BE IT FURTHER RESOLVED, that the Owner shall be responsible for all project costs, including engineering.
Adopted this day of
Attest: Township Chair/City Mayor
Clerk



Minnesota Rural Water Association

MRWA is offering an opportunity to receive handson, asset management training.

Water and Wastewater systems are made up of assets. By effectively managing the assets, the utility will be able to maintain the desired level of service.

Learn the 5 core components of asset management:

- 1) Assets
- 2) Service Level
- 3) Criticality
- 4) Life Cycle
- 5) Funding

FREE TEMPLATES AVAILABLE

2 Locations:

November 4, 2021

Minnesota Rural Water Assoc. 217 12th Ave SE Elbow Lake, MN 56531

-OR-

November 16, 2021

Community Hall Building 151 2nd Street East Wahkon, MN 56386

Time: 10am—2pm LUNCH PROVIDED

Call 800-367-6792 or online www.mrwa.com/wfl6.html

Asset Management Training

Asset Management assists with good decisions for the utility.

Learn to manage those assets with easy -to-use, free templates.

Ensure long-term sustainability of the water and wastewater system.

Benefits to your system:

No charge to attend.

One-on-one, hands-on help.

Learn how to create your own asset management plan.

3 related water or wastewater hours for half-day attendance offered.

"Asset management was an eye-opening experience that helped locate and document all of our infrastructure as well as enlightening us as to the value and replacement cost of our infrastructure. MRWA is one of the best resources Minnesota cities have; if it is sponsored by MRWA, you know it will be excellent."—Julie Rutter, Cyrus city clerk

Minnesota Rural Water Association 217 12th Avenue SE * Elbow Lake, MN 56531 g(P) 408£3644792 * (F) 218-685-5272 * www.mrwa.com Attended the 2021 Municipal Clerks Advanced Academy in St Cloud MN Thursday, September 23 – Friday, September 24, 2021.

Topic: Facilitation, Goal setting & Ethical Leadership

Ethical Leadership is more than complying with laws, norms and minimal expectations. Ethical leaders empower others to make a positive difference in the world.

Discussed the frameworks and techniques useful for facilitating groups in goal-setting and other strategic activities.

Thank you for allowing me to attend this training and helping me become a better employee and leader in the Vergas community.

Attended the 2021 MMBA Annual Conference at Arrowwood Resort & Conference Center Saturday, September 25 – Tuesday, September 28, 2021.

Attended classes regarding:

Succeeding in the 2021 Competitive Environment: advertising ideas, sales, signs, etc.

Alcohol Awareness Training: mandatory training for selling alcohol in Municipal Liquor Stores. State Statutes, compliance checks, identifying minors and obvious signs of intoxication, terminating service and seizure of false identification.

Management Ideas to Embrace 2021: how to adapt and lead effectively in times of change and uncertainty.

Package Store Success Stories: discussed ideas being used in area liquor stores.

Next Stage Leadership: creating drama free work and home environments through resilient relationships and stress reduction tips.

The Calm Before the Brainstorm: no good idea comes then you are stressed. If you do not do something out of pattern - your brain shuts down. Best ideas come from debating an issue not shutting them down. If you give a compliment and then say but the persons brain shuts down.

Manager request:

Request transfer of \$15,000 to the general fund.



National Pollutant Discharge Elimination System/State Disposal System MN0025097

Permittee: City of Vergas

Facility name: Vergas Wastewater Treatment Facility

Receiving water: Unnumbered Wetland - Class 2D, 3, 4A, 4B, 5, 6 water; Unassessed - Class 2Bg, 3, 4A, 4B, 5, 6

water; Otter Tail River - Class 1C, 2Bdg, 3, 4A, 4B, 5, 6 water

Township: Candor **County:** Otter Tail

Issuance date:

Expiration date:

The state of Minnesota, on behalf of its citizens through the Minnesota Pollution Control Agency (MPCA), authorizes the Permittee to operate a disposal system at the facility named above and to discharge from this facility to the receiving water named above, in accordance with the requirements of this permit.

The goal of this permit is to reduce pollutant levels in point source discharges and protect water quality in accordance with the U.S. Clean Water Act, Minnesota statutes and rules, and federal laws and regulations.

Although this permit is effective on the issuance date identified above, the limits and monitoring requirements are not effective until XX/01/XXXX. This permit is effective on the issuance date identified above. This permit expires at midnight on the expiration date identified above.

Signature:

(Type e-Signature)

This document has been electronically signed.

Paul C. Scheirer, Supervisor Northeast/Northwest Regional Unit Municipal Division

Submit eDMRs

Submit via the MPCA e-Services at https://rsp.pca.state.mn.us/TEMPO RSP/Orchestrate.do?initiate=true

Submit WQ reports to:

Electronically: wq.submittals.mpca@state.mn.us Include Water quality submittals form:

https://www.pca.state.mn.us/sites/default/files/wq-wwprm7-71.docx

Or. by mail:

Attention: WQ Submittals Center Minnesota Pollution Control Agency 520 Lafayette Road North St. Paul, MN 55155-4194

Whole Effluent Testing (WET) and Pretreatment Annual Reports must be mailed to the WQ Submittals Center

for the Minnesota Pollution Control Agency

Questions on this permit?

For eDMR and other permit reporting issues, use the directory listed at the bottom of the DMR page:

https://www.pca.state.mn.us/water/discharge-monitoring-reports

For specific permit requirements, contact your compliance staff: https://www.pca.state.mn.us/water/wastewater-compliance-and-enforcement-staff-contacts

Wastewater Permit Program general questions, contact: MPCA, 651-282-6143 or 1-800-657-3938.

Table of Contents

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3.	Flow diagram	5
4.	Summary of stations and station locations	6
5.	Permit requirements	7
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	Limits and monitoring	



Permit issued: MN0025097
Permit expires: Page 3 of 36

1. Permitted facility description

The Vergas Wastewater Treatment Facility (Facility) is located at 411 Old Detroit Rd, Vergas, Minnesota 56587, Otter Tail County.

The Facility has a controlled discharge (SD001) to an unnamed wetland (Class 2D, 3D, 4C, 5, 6 water) and also has rapid infiltration basins. The Facility is a Class D facility.

The Facility is designed to treat:

- An average wet weather (AWW) flow of 0.046 million gallons per day (MGD)
- 5-day carbonaceous biochemical oxygen demand (CBOD5) of 150 mg/l

Major components of the Facility include:

- Effluent Disposal three rapid infiltration basins
- Primary treatment primary stabilization pond
- Secondary Stabilization Pond

The application indicates that the existing treatment system consists of a two cell stabilization pond system and three rapid infiltration basins (RIBs). The primary pond is 2.48 acres while the secondary pond is 1.74 acres. The pond system provides a total detention time of 120 days. There are three RIBs with two of the basins being 0.96 acres each and one basin being 0.99 acres. This permit allows up to 12.20 million gallons per year to be applied to the RIBs. There are six piezometers around the RIBs that are used to assist with loading to the RIBs. Approximately 4.60 million gallons can be discharged through a controlled discharge from SD001 to an unnamed wetland (Class 2D, 3D, 4C, 5, 6 water) within the spring and fall discharge windows. There is a draintile discharge that discharges to an unnamed wetland at groundwater station GW007.

The Facility is further described in plans and specifications on file with the MPCA and Larsen-Peterson and Associates, Inc. in Detroit Lakes, Minnesota.

Changes to the Facility may result in an increase in pollutant loading to surface waters or other causes of degradation to surface waters. If a change to the Facility will result in a net increase in pollutant loading or other causes of degradation that exceed the maximum loading authorized through conditions specified in the existing permit, the changes to the Facility are subject to antidegradation requirements found in Minn. R. 7050.0250 to 7050.0335.

This Permit also complies with Minn. R. 7053.0275 regarding anti-backsliding.

Any point source discharger of sewage, industrial, or other wastes for which a NPDES permit has been issued by the MPCA that contains effluent limits more stringent than those that would be established by Minn. R. 7053.0215 to 7053.0265 shall continue to meet the effluent limits established by the permit, unless the permittee establishes that less stringent effluent limits are allowable pursuant to federal law, under section 402(o) of the Clean Water Act, United States Code, title 33, section 1342.]

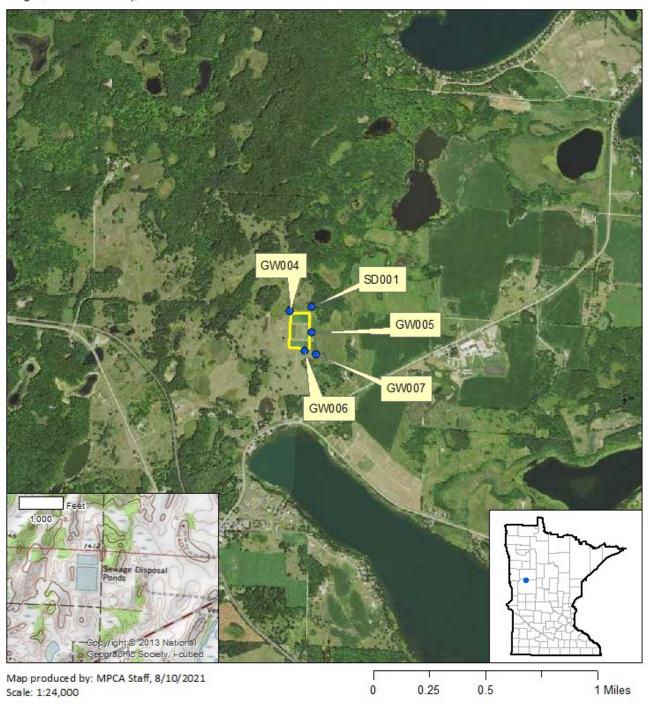
MN0025097 Page 4 of 36

Permit issued: Permit expires:

2. Location map of permitted facility

Map of Permitted Facility

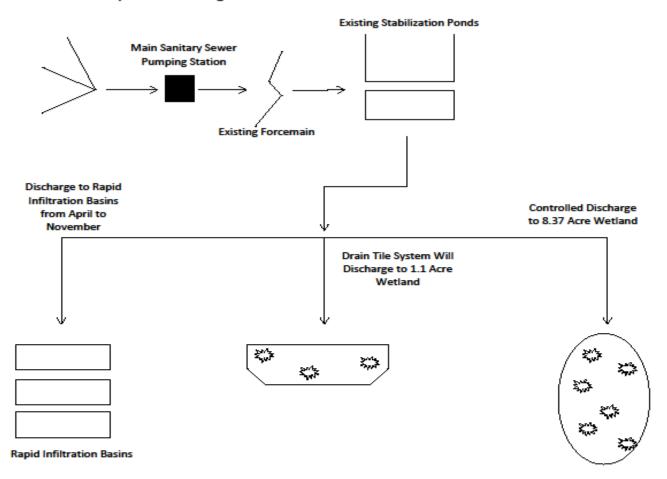
MN0025097: Vergas Wastewater Treatment Facility T137N R41W Section 24 Vergas, Otter Tail County, Minnesota



Permit issued: MN0025097
Permit expires: Page 5 of 36

3. Flow diagram

Collection System Flow Diagram



4. Summary of stations and station locations

Station	Type of station	Local name	PLS location
GW 004	Well, Upgradient	Northwest corner of primary (upgradient)	T137N, R41W, S24, NE Quarter of the NE Quarter
GW 005	Well, Downgradient	East of Infiltration Basin #3 (downgradient)	T137N, R41W, S24, NE Quarter of the NE Quarter
GW 006	Well, Downgradient	South of Primary Pond #2 (downgradient)	T137N, R41W, S24, NE Quarter of the NE Quarter
GW 007	Tile Line Monitoring	Draintile Discharge to wetland (SE)	T137N, R41W, S19, NW Quarter of the NW Quarter
SD 001	Effluent To Surface Water	Alternate discharge to north wetland	T137N, R41W, S24, NE Quarter of the NE Quarter
WS 001	Influent Waste	Influent Waste Stream	T137N, R41W, S24, SE Quarter
WS 002	Intermediate: WW to Land	Effluent to Basins During Discharge	T137N, R41W, S24, NE Quarter of the NE Quarter

Permit issued: MN0025097
Permit expires: Page 7 of 36

5. Permit requirements

GW 004	Well, Upgradient	
	opp. duicite	Groundwater Well: Monitoring Requirements
	5.1.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
	5.1.2	The Permittee shall submit monitoring results in accordance with the limits and monitoring requirements for this station. If conditions are such that no sample can be acquired, the Permittee shall report "No Flow" or "No Discharge" on Discharge Monitoring Report (DMR) and shall add a Comments attachment to the DMR detailing why the sample was not collected. [Minn. R. 7001.0150, Subp. 2(B)]
GW 005	Well, Downgradient	Groundwater Well: Monitoring Requirements
	5.2.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month
	5.2.2	following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)] The Permittee shall submit monitoring results in accordance with the limits and monitoring requirements for this station. If conditions are such that no sample can be acquired, the Permittee shall report "No Flow" or "No Discharge" on Discharge Monitoring Report (DMR) and shall add a Comments attachment to the DMR detailing why the sample was not collected. [Minn. R. 7001.0150, Subp. 2(B)]
GW 006	Well, Downgradient	
		Groundwater Well: Monitoring Requirements
	5.3.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
	5.3.2	The Permittee shall submit monitoring results in accordance with the limits and monitoring requirements for this station. If conditions are such that no sample can be acquired, the Permittee shall report "No Flow" or "No Discharge" on Discharge Monitoring Report (DMR) and shall add a Comments attachment to the DMR detailing why the sample was not collected. [Minn. R. 7001.0150, Subp. 2(B)]
GW 007	Tile Line	
	Monitoring	Groundwater Well: Stabilization Pond Tile Line to Surface Water Requirements
	5.4.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
	5.4.2	Sampling Location. [Minn. R. 7001.0150, Subp. 2(B)]
	5.4.3	Samples for Station GW007 shall be taken from the final outlet structure for the tile line discharge. [Minn. R. 7001.0150, Subp. 2(B)]
	5.4.4	The Permittee shall submit monitoring results in accordance with the limits and monitoring requirements for this station. If conditions are such that no sample can be acquired, the Permittee shall report "No Flow" or "No Discharge" on Discharge Monitoring Report (DMR) and shall add a Comments attachment to the DMR detailing why the sample was not collected. [Minn. R. 7001.0150, Subp. 2(B)]
SD 001	Effluent To Surface Water	Page 104 of 144

		Surface Discharge: Minor Stabilization Pond Effluent Requirements
	5.5.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
	5.5.2	Sampling Location. [Minn. R. 7001.0150, Subp. 2(B)]
	5.5.3	Samples for Station SD001 shall be taken at the final cell outlet control structure prior to discharging into the wetland complex. [Minn. R. 7001.0150, Subp. 2(B)]
	5.5.4	The Permittee shall submit monitoring results in accordance with the limits and monitoring requirements for this station. If conditions are such that no sample can be acquired, the Permittee shall report "No Flow" or "No Discharge" on Discharge Monitoring Report (DMR) and shall add a Comments attachment to the DMR detailing why the sample was not collected. [Minn. R. 7001.0150, Subp. 2(B)]
		Facility Specific Requirements
	5.6.5	Monitoring with a frequency of once per half year and an effective period of Jan-Dec shall be taken once during the spring discharge event and once during the fall discharge event. See the acceptable discharge period requirements in the Permit for information on spring and fall discharge events. Permittees must report the spring and fall discharge results on the DMR that reflects when they took each sample. If Permittees did not complete the half-year monitoring during the current monitoring period, Permittees shall leave the boxes blank on the Sample Values and DMR form and include a comment on the DMR indicating whether they already fulfilled half-year monitoring or will complete monitoring later during the half-year. Permittees shall not report "0" or "N/A" in the DMR parameter field. [Minn. R. 7001]
	Influent Waste	
WS 001	illiuelit vvaste	Wasta Stroom: Stabilization Dand Influent Poquiroments
	F 7 1	Waste Stream: Stabilization Pond Influent Requirements
	5.7.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
	5.7.2	Sampling Location. [Minn. R. 7001.0150, Subp. 2(B)]
	5.7.3	Samples for Station WS001 shall be collected at a point representative of the total influent flow to the system. [Minn. R. 7001.0150, Subp. 2(B)]
	5.7.4	The Permittee shall submit monitoring results in accordance with the limits and monitoring requirements for this station. If conditions are such that no sample can be acquired, the Permittee shall report "No Flow" or "No Discharge" on Discharge Monitoring Report (DMR) and shall add a Comments attachment to the DMR detailing why the sample was not collected. [Minn. R. 7001.0150, Subp. 2(B)]
		Facility Specific Requirements
	5.8.5	Parameters that have a monitoring frequency of once per quarter and an effective period of Mar, Jun, Sep, Dec can be sampled any time during that calendar quarter but must be reported on the designated month's DMR (e.g. the sample for the first calendar quarter of Jan-Mar will be reported on the March DMR). [Minn. R. 7001]
WS 002	Intermediate: WW to Land	
		Waste Stream: Effluent to Rapid Infiltration Basin Requirements
	5.9.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
	5.9.2	Sampling Location. [Minn. R. 7001.0150, Subp. 2(B)]
	5.9.3	Samples for Station WS002 shall be collected from a point representative of the flow prior to the Rapid Infiltration Basins. [Minn. R. 7001.0150, Subp. 2(B)] Page 105 of 144

	5.9.4	Sampling for station WS002 is required only during periods of discharge to the Rapid Infiltration Basins. If there is no discharge during the reporting period, the Permittee shall check the "No Discharge" box on the Discharge Monitoring Report (DMR). [Minn. R. 7001.0150, Subp. 2(B)]
MN0025097	Vergas WWTP	
-		Groundwater Station General Requirements
-	5.10.1	Analysis Requirements. [Minn. R. 7001]
	5.10.2	If sampling for these parameters is required, Dissolved Oxygen, pH, Specific Conductance, Temperature and Total Residual Chlorine analyses shall be conducted within 15 minutes of sample collection. [Minn. R. 7053]
	5.10.3	Monitoring Wells. [Minn. R. 7001]
	5.10.4	The Permittee shall install, maintain and abandon groundwater monitoring wells according to the Minnesota Water Well Construction Code, Minnesota Rules, ch. 4725. Damaged or improperly constructed monitoring wells shall be repaired or properly abandoned and replaced. Information on licensed water well contractors is available from the Minnesota Department of Health. [Minn. R. 4725]
	5.10.5	The Permittee shall submit a detailed monitoring well log for each monitoring well at the facility and a detailed US Geological Survey topographical map identifying the location of each well. [Minn. R. 7001]
	5.10.6	Each monitoring well shall be clearly numbered on the outside of the well with either indelible paint or an inscribed number. [Minn. R. 7001]
	5.10.7	The monitoring wells shall be sampled in accordance with "Minnesota Pollution Control Agency, Water Quality Division: Sampling Procedures for Ground Water Monitoring Wells, July 1997, Reviewed and re-approved September 2006" or any updates to this document. A copy of this publication is available on the MPCA website at: http://www.pca.state.mn.us. [Minn. R. 7001]
	5.10.8	Grab samples shall be collected at all ground water monitoring points (lysimeters or wells) after stabilization tests are conducted. [Minn. R. 7001]
	5.10.9	Prior to well purging and sampling, depths to groundwater shall be measured to the nearest 0.01 foot below the top of the well casing, and groundwater elevations shall be reported to the nearest 0.01 foot above mean sea level. [Minn. R. 7001]
	5.10.10	Temperature, specific conductance and pH shall be reported as the final field measurements from well stabilization. [Minn. R. 7001]
	5.10.11	Discharges from Tile Lines. [Minn. R. 7001]
	5.10.12	Flow from the tile system to the 1.1 acre wetland shall be monitored and recorded weekly during the open water season and shall continue for the duration of this permit. If during the permit cycle the average flow (for a seven day period) for three consecutive weeks exceeds a total volume per seven day period of 182,160 gallons or the equivalent of a six acre-inch increase per day within the 1.1 acre wetland, the Permittee shall initiate a mitigation sequencing evaluation for the wetland complex.
		The mitigation sequencing will include considering options for moving this tile line discharge from the wetland, and other options for minimizing the potential for physical alteration to the wetland due to inundation from this tile line discharge. If no other prudent and feasible options can be found to minimize the potential for physical alteration affects from this tile line discharge, then the Permittee shall restore minimally a 1.1 acre wetland as compensation for the physical alteration to the 1.1 acre wetland. [Minn. R. 7001]
	5.10.13	The Permittee shall begin sampling as required in the limits and monitoring section of this permit at least two weeks prior to wastewater or waste application to this site, during periods of application, and continuing for two weeks after the waste application ends. [Minn. R. 7001]
		Surface Discharge Station General Requirements
	5.11.14	Analysis Requirements. [Minn. R. 7001]
		Page 106 of 144

5.11.15	If sampling for these parameters is required, Dissolved Oxygen, pH, Specific Conductance, Temperature and Total Residual Chlorine analyses shall be conducted within 15 minutes of sample collection. [Minn. R. 7053]
5.11.16	Representative Samples. [Minn. R. 7001]
5.11.17	Samples and measurements required by this permit shall be representative of the monitored activity. [Minn. R. 7001]
5.11.18	Surface Discharge Prohibitions. [Minn. R. 7001]
5.11.19	Floating solids or visible foam shall not be discharged in other than trace amounts. [Minn. R. 7001]
5.11.20	Oil or other substances shall not be discharged in amounts that create a visible color film. [Minn. R. 7001]
5.11.21	The Permittee shall install and maintain outlet protection measures at the discharge stations to prevent erosion.
	During no discharge event should the Permittee discharge an excess of 2.4 million gallons from SD001 to the 8.37 acre wetland complex. Exceeding this volume to the wetland complex will likely result in physical alteration of the wetland by inundation as defined in Minn. R. 7050.0130, item D.
	The Permittee shall ensure that there is a minimum of 21 days between discharge events to allow for the water level in the wetland complex to stabilize and subside prior to the next discharge event.
	At no time shall the water level in the wetland exceed a 12 inch increase for a period greater than 14 days. [Minn. R. 7001]
5.11.23	Winter Sampling Conditions. [Minn. R. 7001]
5.11.24	The Permittee shall sample flows at the designated monitoring stations including when this requires removing ice to sample the water. If the station is completely frozen throughout a designated sampling month, the Permittee shall check the "No Discharge" box on the Discharge Monitoring Report (DMR) and note the ice conditions in Comments on the DMR. [Minn. R. 7001]
5.11.25	Chlorine Addition Requirements. [Minn. R. 7001]
5.11.26	If chlorine is added for any purpose, the Permittee shall monitor the discharge for Total Residual Chlorine once per day during chlorine usage. The Permittee shall report the monitoring data as a comment on the next submitted Discharge Monitoring Report for the affected station. The discharge shall not exceed a 0.038 mg/L Total Residual Chlorine limit. [Minn. R. 7001]
5.11.27	Nitrogen Limits and Monitoring Requirements. [Minn. R. 7001]
5.11.28	"Total Nitrogen" is to be reported as the summation of the Total Kjeldahl Nitrogen and Total Nitrite plus Nitrate Nitrogen values. [Minn. R. 7001]
	Waste Stream Station General Requirements
5.12.29	Analysis Requirements. [Minn. R. 7001]
5.12.30	If sampling for these parameters is required, Dissolved Oxygen, pH, Specific Conductance, Temperature and Total Residual Chlorine analyses shall be conducted within 15 minutes of sample collection. [Minn. R. 7053]
5.12.31	Representative Samples. [Minn. R. 7001]
5.12.32	Grab and composite samples shall be collected at a point representative of total influent flow to the system. [Minn. R. 7001]
5.12.33	Nitrogen Limits and Monitoring Requirements. [Minn. R. 7001]
5.12.34	"Total Nitrogen" is to be reported as the summation of the Total Kjeldahl Nitrogen and Total Nitrite plus Nitrate Nitrogen values. [Minn. R. 7001]
	Phosphorus Management Plan - Streamlined

5.13.35	The Permittee shall submit a phosphorus management plan : Due by 180 days after permit issuance. [Minn. R. 7001]
5.13.36	The Permittee shall prepare and submit a Streamlined Phosphorus Management Plan (PMP) to the MPCA. The intent of the Streamlined PMP is to help maintain previous improvements and conduct ongoing evaluations to determine possible source reduction measures, operational improvements, and minor wastewater treatment facility modifications that will reduce phosphorus loadings to the wastewater treatment facility. [Minn. R. 7001]
 5.13.37	Immediately upon submittal to the MPCA, the Permittee shall implement the Streamlined PMP for the remainder of this permit. [Minn. R. 7001]
5.13.38	The Streamlined PMP shall include, but not be limited to, an evaluation of and a plan to implement the following over the permit term:
5.13.39	A. Wastewater treatment facility influent reduction measures: i. Reevaluate the phosphorus reduction potential of users; ii. Determine which sources have the opportunity for further reduction of phosphorus (e.g., industrial, commercial, institutional, municipal, and others); iii. Determine whether known sources (e.g., restaurant and food preparation) have adopted or can adopt phosphorus minimization and water conservation plans; and iv. Reevaluate whether or not local limits on influent sources of excessive phosphorus are needed. This includes an evaluation of whether any existing local limits are appropriate. B. Wastewater treatment facility effluent reduction measures: i. Continued optimization of existing treatment processes; and ii. An assessment of side stream loading and reductions options. [Minn. R. 7001] PMP guidance can be found on the MPCA's website at https://www.pca.state.mn.us/water/phosphorus-management-plans or by contacting the compliance staff listed on the cover page of this permit. [Minn. R. 7001]
	Pond System
5.14.40	Pond System Bypass Structures. [Minn. R. 7001]
5.14.41	Bypass Structures. [Minn. R. 7001] All structures capable of bypassing the treatment system shall be manually controlled and kept locked at all times. [Minn. R. 7001.0150, 3(f)]
5.14.41 5.14.42	Bypass Structures. [Minn. R. 7001] All structures capable of bypassing the treatment system shall be manually controlled and kept locked at all times. [Minn. R. 7001.0150, 3(f)] Sanitary Sewer Extension Permit. [Minn. R. 7001]
5.14.41	Bypass Structures. [Minn. R. 7001] All structures capable of bypassing the treatment system shall be manually controlled and kept locked at all times. [Minn. R. 7001.0150, 3(f)]
5.14.41 5.14.42 5.14.43	All structures capable of bypassing the treatment system shall be manually controlled and kept locked at all times. [Minn. R. 7001.0150, 3(f)] Sanitary Sewer Extension Permit. [Minn. R. 7001] The Permittee may be required to obtain a sanitary sewer extension permit from the MPCA for any addition, extension, or replacement to the sanitary sewer. If a sewer extension permit is required, construction may not begin until plans and specifications have been submitted and a written permit is granted except as allowed in Minn. Stat. 115.07, Subd. 3(b). [Minn. R. 7001.0150, 3(f)]
5.14.41 5.14.42 5.14.43 5.14.44	All structures capable of bypassing the treatment system shall be manually controlled and kept locked at all times. [Minn. R. 7001.0150, 3(f)] Sanitary Sewer Extension Permit. [Minn. R. 7001] The Permittee may be required to obtain a sanitary sewer extension permit from the MPCA for any addition, extension, or replacement to the sanitary sewer. If a sewer extension permit is required, construction may not begin until plans and specifications have been submitted and a written permit is granted except as allowed in Minn. Stat. 115.07, Subd. 3(b). [Minn. R. 7001.0150, 3(f)] Operator Certification. [Minn. R. 7001] The Permittee shall provide a Class D state certified operator who maintains direct responsibility of the operation, maintenance and testing functions required to ensure compliance with the terms and conditions of this permit. [Minn. R. 9400.0400, 1(A)] If the Permittee chooses to meet operator certification requirements through a contractual agreement, the Permittee shall provide a copy of the contract to the MPCA, WQ Submittals Center. The contract shall include: A. The certified operator's name, certificate number, company name (if appropriate), and the period covered by the contract and provisions for renewal;
5.14.41 5.14.42 5.14.43 5.14.44 5.14.45	All structures capable of bypassing the treatment system shall be manually controlled and kept locked at all times. [Minn. R. 7001.0150, 3(f)] Sanitary Sewer Extension Permit. [Minn. R. 7001] The Permittee may be required to obtain a sanitary sewer extension permit from the MPCA for any addition, extension, or replacement to the sanitary sewer. If a sewer extension permit is required, construction may not begin until plans and specifications have been submitted and a written permit is granted except as allowed in Minn. Stat. 115.07, Subd. 3(b). [Minn. R. 7001.0150, 3(f)] Operator Certification. [Minn. R. 7001] The Permittee shall provide a Class D state certified operator who maintains direct responsibility of the operation, maintenance and testing functions required to ensure compliance with the terms and conditions of this permit. [Minn. R. 9400.0400, 1(A)] If the Permittee chooses to meet operator certification requirements through a contractual agreement, the Permittee shall provide a copy of the contract to the MPCA, WQ Submittals Center. The contract shall include: A. The certified operator's name, certificate number, company name (if appropriate), and the period

5.14.4	18	Acceptable Discharge Periods. [Minn. R. 7001]
5.14.4	19	Note: these acceptable discharge periods are for surface discharges only.
5.14.5	50	Acceptable stabilization pond discharge periods are March 1 through June 30 (spring discharge) and September 1 through December 31 (fall discharge). [Minn. R. 7001.0150, 3(F)] If the MPCA requires a more restrictive or a custom discharge period to protect water quality, it will be listed in the Limits and Monitoring table of this permit. [Minn. R. 7001]
5.14.5		Discharges Outside Acceptable Discharge Periods. [Minn. R. 7001]
5.14.5		The Permittee shall refer to the Stabilization Pond Discharge Guidance located on the MPCA website at https://www.pca.state.mn.us/water/wastewater-operator-resources for any discharge outside of the acceptable discharge periods. In addition, the Permittee shall notify the MPCA of the potential noncompliance prior to discharge. The Permittee shall call the appropriate MPCA regional office or assigned Compliance and Enforcement staff and indicate that the call is for notification of a pond discharge outside of acceptable discharge periods. [Minn. R. 7001.0150, 3(F)]
5.14.5		The Permittee shall allow an adequate dilution ratio for any discharge outside of acceptable discharge periods or to an ice covered receiving water. If an adequate dilution ratio is not available, the Permittee shall monitor the receiving water as specified in the Stabilization Pond Discharge Guidance. [Minn. R. 7001.0150, 3(F)]
5.14.5	54	The Permittee shall submit an eDMR for any discharge outside of acceptable discharge periods or to an ice covered receiving water. The Permittee shall also submit a Discharge Evaluation Report located on the MPCA's website at https://www.pca.state.mn.us/water/wastewater-operator-resources. [Minn. R. 7001.0150, 3(F)]
5.14.5		Pond Discharge Rate. [Minn. R. 7001]
5.14.5		The discharge rate shall be limited so as not to create a shock load on the receiving waters, disturb the pond bottom sediment in the area of the intake of the outfall structure or flood downstream properties. If the drawdown rate should exceed six inches per day, the Permittee shall call the appropriate regional MPCA office and indicate that the call is for notification of a pond discharge. [Minn. R. 7001.0150, 3(F)]
5.14.5		Limit Calculation Basis. [Minn. R. 7001]
5.14.5		Effluent limitations for this permit have been assigned based upon the assumption that the pond will be discharged no more than six inches per day and that the receiving waters exhibit favorable flow and reaeration characteristics during the acceptable discharge periods. [Minn. R. 7001.0150, 3(F)]
5.14.5	59	Pre-discharge Sampling. [Minn. R. 7001]
5.14.6		Prior to discharge, the Permittee shall: A. Take composite samples from four sides of the pond; B. Analyze the composite sample for permitted parameters; C. Collect and analyze this sample no more than two weeks prior to the beginning of the discharge; D. Collect and analyze dissolved oxygen and pH samples as field tests no more than 24 hours prior to the beginning of the discharge; and E. Obtain and analyze additional pre-discharge samples prior to discharge if more than two weeks pass prior to the beginning of discharge. [Minn. R. 7001.0150, 3(F)]
5.14.6	51	If pre-discharge sample results indicate exceedances of one or more of the effluent limitations, the Permittee shall notify the MPCA of potential noncompliance prior to discharge by calling the appropriate MPCA regional office and indicating the call is for notification of a pond discharge. [Minn. R. 7001.0150, 3(F)]
5.14.6		Pond Observations. [Minn. R. 7001]

	5.14.63	The Permittee shall inspect the pond system at a minimum frequency of once per week and shall: A. Measure pond water depth; B. Estimate the coverage of aquatic plants, floating mats and ice cover on the surface of the ponds;
		and
		C. Note odors, the condition of the dikes and the presence of rodents.
		The Permittee shall maintain records of these weekly inspections for the last three years and submit the results as an attachment to the eDMR. [Minn. R. 7001.0150, 3(F)]
		Rapid Infiltration Basin (RIB)
	5.15.64	The Permittee shall not operate the rapid infiltration basins in months outside of those indicated in the Limits and Monitoring section of this permit. Where favorable weather and operational conditions exist, the Permittee may request permission from the MPCA to use the basins outside of the dates in this permit.
		*Note: the acceptable operating period for the rapid infiltration basins, as indicated in the limits and monitoring section, is April-November. [Minn. R. 7001.0150, 3(F)]
	5.15.65	If conditions require rapid infiltration basin use outside of the effective period designated in the limits and monitoring section of this permit or if an emergency condition exists, the Permittee shall submit to the MPCA the "Spray Irrigation/Rapid Infiltration Basin Discharge Not Authorized Within Permit" form found on the MPCA's website at: http://www.pca.state.mn.us/index.php/water/water-types-and-programs/wastewater/index.html. The form shall be submitted to the MPCA at least two weeks prior to needing to use the rapid infiltration basin. [Minn. R. 7001.0150, 3(F)]
	5.15.66	The Permittee shall follow the approved operation and maintenance manual for dosing and resting the rapid infiltration basins in order to maximize effluent treatment. Use of the rapid infiltration basins shall cycle in a dosing/resting operational mode. [Minn. R. 7001.0150, 3(F)]
	5.15.67	The wastewater flow to the rapid infiltration basins shall not have physical or chemical characteristics that prevent the proper operation of the land treatment system. The entire basin cross-sectional area shall be uniformly loaded.
		The Permittee shall inspect the condition of all rapid infiltration basins weekly. The Permittee shall
		maintain records of these weekly inspections for three (3) years, and submit the results on the DMR supplemental form. [Minn. R. 7001.0150, 3(F)]
		Supplemental form. [willin: K. 7001.0130, 3(F)]
		Ductive et la vide legate de De purire mente
		Pretreatment: Nondelegated Requirements
-	5.16.68	Definitions. [Minn. R. 7049]
	5.16.69	"Individual Control Mechanism" means a document, such as an agreement or permit, which imposes limitations or requirements on an individual industrial user of the publicly owned treatment works (POTW). [Minn. R. 7049]
	5.16.70	"Significant Industrial User" (SIU) means any industrial user that:
		A. Is subject to Categorical Pretreatment Standards, as defined in Minn. R. 7049.0120, subp. 5; B. Discharges 25,000 gallons per day or more of process wastewater, excluding sanitary, noncontact cooling, or boiler blowdown wastewater, to the POTW; C. Contributes a process wastewater containing five percent or more of the flow or load of any pollutant of concern to the POTW; or D. Is designated as significant by the Permittee or the MPCA on the basis that the industrial user has a reasonable potential to adversely impact the POTW's operation or violate any pretreatment standard or requirement. [Minn. R. 7049]
	5.16.71	Permittee Responsibility to Control Users. [Minn. R. 7049]
-	1	1

from the POTW. [Minn. R. 7049] 5.16.73 The Permittee shall prohibit the discharge of the following to its POTW: A. Pollutants that create a fire or explosion hazard, including any discharge with a than 60 degrees C (140 degrees F); B. Pollutants that will cause corrosive structural damage to the POTW, including a with a related by the pollutants.	·
A. Pollutants that create a fire or explosion hazard, including any discharge with a than 60 degrees C (140 degrees F); B. Pollutants that will cause corrosive structural damage to the POTW, including a	·
	any waste stream
with a pH of less than 5.0;	
C. Solid or viscous pollutants which would obstruct flow;	
D. Any pollutant, including oxygen-demanding pollutants such as biochemical oxy released at a flow rate or pollutant concentration that will cause interference or pollutant concentration that will be pollutant concentration	pass-through; ause the
F. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in would cause interference or pass-through; and	
G. Pollutants that produce toxic gases, vapors, or fumes that may endanger the hworkers. [Minn. R. 7049]	ealth or safety of
5.16.74 The Permittee shall prohibit new discharges of non-contact cooling waters unless effective alternative. Existing discharges of non-contact cooling water to the Pern be eliminated, where elimination is cost effective, or where an infiltration/inflow system evaluation survey indicates the need for such removal. [Minn. R. 7049]	nittee's POTW shall
5.16.75 If the Permittee accepts trucked-in wastes, the Permittee shall evaluate the truck to acceptance in the same manner as it monitors sewered wastes. The Permittee trucked-in wastes only at specifically designated points. [Minn. R. 7049]	
5.16.76 Pollutant of concern means a pollutant that is or may be discharged by an industr reasonably should be of concern on the basis that it may cause the Permittee to valimits on the release of pollutants. The following pollutants shall be evaluated to should be pollutants of concern:	violate any permit
A Dellutente limite din this mannit.	
A. Pollutants limited in this permit; B. Pollutants for which monitoring is required in this permit;	
C. Pollutants that are likely to cause inhibition of the Permittee's POTW;	
D. Pollutants which may interfere with sludge disposal; and	
E. Pollutants for which the Permittee's POTW has limited capacity. [Minn. R. 7049)]
5.16.77 Control of Significant Industrial Users. [Minn. R. 7049]	
5.16.78 The Permittee shall impose pretreatment requirements on SIUs to ensure complications and other requirements set forth in this permit or a law or regulation limiting the release of pollutants from the POTW. These require applied to SIUs by means of an individual control mechanism. [Minn. R. 7049]	any federal or state
5.16.79 The Permittee shall not knowingly enter into an individual control mechanism wit would allow the user to contribute an amount or strength of wastewater that wo of any limitation or requirement in the permit, or any applicable federal, state, or regulation. [Minn. R. 7049]	uld cause violation
5.16.80 Monitoring of Significant Industrial Users. [Minn. R. 7049]	

5.16.81	The Permittee shall obtain specific information from SIUs on the quality and quantity of the SIU's discharges to the Permittee's POTW. Except where specifically requested by the Permittee and
	approved by the MPCA, this information shall be obtained by means of representative monitoring
	conducted by the Permittee or by the SIU under requirements imposed by the Permittee in the SIU's
	individual control mechanism. Monitoring performed to comply with this requirement shall include
	all pollutants for which the SIU is significant and shall be done at a frequency commensurate with
	the significance of the SIU. [Minn. R. 7049]
5.16.82	Reporting and Notifications. [Minn. R. 7049]
5.16.83	The Permittee shall submit a pretreatment annual report: Due by 31 days after the end of each calendar year following permit issuance if a SIU discharges to the POTW during a given calendar year. [Minn. R. 7049]
5.16.84	The Permittee shall submit the Pretreatment Annual Report form found on the MPCA's website at https://www.pca.state.mn.us/water/wastewater-pretreatment or shall provide equivalent information. [Minn. R. 7049]
5.16.85	The Permittee shall submit the Pretreatment Annual Report to the MPCA, WQ Submittals Center. [Minn. R. 7049]
5.16.86	The Permittee shall notify the MPCA in writing of any of the following:
	A. Any SIU of the Permittee's POTW which has not been previously disclosed to the MPCA; B. Anticipated or actual changes in the volume or quality of discharge by an industrial user that could result in the industrial user becoming an SIU as defined in this section; or
	C. Anticipated or actual changes in the volume or quality of discharges by a SIU that would require changes to the SIU's required local limits.
	This notification shall be submitted within 30 days of identifying the industrial user as a SIU. Where changes are proposed, they shall be submitted prior to changes being made. [Minn. R. 7049]
5.16.87	Upon notifying the MPCA of a SIU or change in a SIU discharge as required above, the Permittee shall submit the following information using the forms found on the MPCA's website at https://www.pca.state.mn.us/water/wastewater-pretreatment or in a comparable format:
	A. The identity of the SIU and a description of the SIU's operation and process;
	B. A characterization of the SIU's discharge;
	C. The required local limits that will be imposed on the SIU;
	D. A technical justification of the required local limits; and
	E. A plan for monitoring the SIU which is consistent with monitoring requirements in this section. [Minn. R. 7049]
5.16.88	In addition, the Permittee shall, upon request, submit the following to the MPCA for approval:
	A. Additional information on the SIU, its processes, and discharge;
	B. A copy of the individual control mechanism used to control the SIU;
	C. The Permittee's legal authority to be used for regulating the SIU; and
	D. The Permittee's procedures for enforcing the requirements imposed on the SIU. [Minn. R. 7049]
5.16.89	The Permittee shall notify the MPCA of any of its industrial users that may be subject to National
	Categorical Pretreatment Standards. [Minn. R. 7049]
5.16.90	This permit may be modified in accordance with Minn. R. ch. 7001 to require development of a
	pretreatment program approvable under the Federal General Pretreatment Regulation (40 CFR 403). [Minn. R. 7049]
	Total Facility Requirements (NPDES/SDS)
	Definitions. Refer to the Permit User's Manual found on the MPCA's website
5.17.91	Definitions. Refer to the Permit oser's Manual found on the MPCA's website

5.17.9	Incorporation by Reference. This permit incorporates the following applicable federal and state laws applicable to the Permittee and enforceable parts of this permit: 40 CFR pts. 122.41, 122.42, 136, 403 and 503; Minn. R. chs. 7001, 7041, 7045, 7050, 7052, 7053, 7060, and 7080; and Minn. Stat. chs. 115 and 116. [Minn. R. 7001]
5.17.9	Permittee Responsibility. The Permittee shall perform the actions or conduct the activity authorized by this permit in compliance with the conditions of the permit and, if required, in accordance with the plans and specifications approved by the MPCA. [Minn. R. 7001.0150, subp. 3(E)]
5.17.9	Toxic Discharges Prohibited. Whether or not this permit includes effluent limitations for toxic pollutants, the Permittee shall not discharge a toxic pollutant except according to 40 CFR pts. 400 to 460 and Minn. R. chs. 7050, 7052, 7053 and any other applicable MPCA rules. [Minn. R. 7001.1090, subp. 1(A)]
5.17.9	
5.17.9	
5.17.9	Liability Exemption. In issuing this permit, the State and the MPCA assume no responsibility for damage to persons, property, or the environment caused by the activities of the Permittee in the conduct of its actions, including those activities authorized, directed, or undertaken under this permit. To the extent the State and the MPCA may be liable for the activities of its employees, that liability is explicitly limited to that provided in the Tort Claims Act. [Minn. R. 7001.0150, subp. 3(0)]
5.17.98	The MPCA's issuance of this permit does not obligate the MPCA to enforce local laws, rules, or plans beyond what Minnesota statutes authorize. [Minn. R. 7001.0150, subp. 3(D)]
5.17.9	Liabilities. The MPCA's issuance of this permit does not release the Permittee from any liability, penalty, or duty imposed by Minnesota or federal statutes or rules or local ordinances, except the obligation to obtain the permit. [Minn. R. 7001.0150, subp. 3(A)]
5.17.10	
5.17.10	
5.17.10	Compliance with Other Rules and Statutes. The Permittee shall comply with all applicable air quality, solid waste, and hazardous waste statutes and rules in the operation and maintenance of the facility. [Minn. R. 7001]
5.17.10	Inspection and Entry. When authorized by Minn. Stat. ch. 115.04, 115B.17, subd. 4, and 116.091, and upon presentation of proper credentials, the Permittee shall allow the MPCA, or an authorized employee or agent of the MPCA, to enter at reasonable times upon the property of the Permittee to examine and copy books, papers, records, or memoranda pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit; and to conduct surveys and investigations, including sampling or monitoring, pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit. [Minn. R. 7001.0150, subp. 3(I)]
5.17.10	

5.17.105	Sampling. [Minn. R. 7001]
5.17.106	Representative Sampling. The Permittee shall conduct samples and measurements required by this permit as specified in this permit and shall be representative of the discharge or monitored activity. [Minn. R. 7001.0150, subp. 2(B)]
5.17.107	Additional Sampling. If the Permittee monitors more frequently than required, they shall report the results and the frequency of monitoring on their eDMR for that reporting period. [Minn. R. 7001.1090, subp. 1(E)]
5.17.108	Certified/Accredited Laboratory. A laboratory accredited by the Minnesota Department of Health [Minn. R. 4740.2010 through Minn. R. 4740.2120] and/or certified by the MPCA [Minn. R. 7001.4310 through Minn. R. 7001.4390] shall conduct analyses required by this permit, unless approved in writing by the MPCA. A certified/accredited laboratory does not need to complete analyses of dissolved oxygen, pH, temperature, specific conductance, and total residual oxidants (chlorine, bromine). Those analyses shall comply with 40 CFR pt. 136. Dissolved oxygen, pH, and total residual oxidants must be performed on-site. Follow the manufacturer's specifications for equipment maintenance and use. [Minn. R. 4740.2010-4740.2120, Minn. R. 7001.4310-7001.4390]
5.17.109	Sample Preservation and Procedure. Sample preservation and test procedures for the analysis of pollutants shall conform to 40 CFR pt. 136 and Minn. R. 7041.3200. [Minn. R. 7001.0150, subp. 2(B), Minn. R. 7041.3200]
5.17.110	Equipment Calibration. The Permittee shall check and/or calibrate flow meters, pumps, flumes, lift stations, or other flow monitoring equipment used for purposes of determining compliance (within plus or minus ten percent of the true flow values) with permit requirements at least twice annually. [Minn. R. 7001.0150, subp. 2(B & C)]
5.17.111	Maintain Records. The Permittee shall keep the records required by this permit for at least three years, including any calculations, original recordings from automatic monitoring instruments, and laboratory sheets. The Permittee shall extend these record retention periods upon request of the MPCA. The Permittee shall maintain records for each sample and measurement. The records shall include the following information: A. The exact place, date, and time of the sample or measurement; B. The date of analysis; C. The name of the person who performed the sample collection, measurement, analysis, or calculation; D. The analytical techniques, procedures, and methods used; and E. The results of the analysis. [Minn. R. 7001.0150, subp. 2(C)]
5.17.112	Completing Reports. The Permittee shall submit the results of the required sampling and monitoring activities on the forms provided, specified, or approved by the MPCA. The Permittee shall record the information in the specified areas on those forms and in the units specified. Required forms may include a Sample Values Form. If required, the Permittee shall record individual
	values for each sample and measurement on the Sample Values Form provided by the MPCA. The Permittee shall submit Sample Values Form with the appropriate eDMRs. The Permittee may design and use their own Sample Values Form; however, the Permittee shall not use their form until the MPCA reviews and approves the form.
	Note: The Permittee shall also record required summary information on their eDMR. Permittee submitted summary information contained only on the Sample Values Form does not comply with reporting requirements. [Minn. R. 7001.0150, subp. 2(B), Minn. R. 7001.1090, subp. 1(D)]

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5.1	7.113	Submitting Reports. The Permittee shall submit eDMRs, Sample Values Forms, and other supplemental attachment forms via MPCA e-Services after the MPCA approves their authorization request.
		The Permittee shall electronically submit eDMRs, Sample Values Forms, and other supplemental attachment forms by the 21st day of the month following the sampling period or otherwise as specified in this permit. The Permittee shall complete eDMR submittal on or before 11:59 PM of the 21st day of the month following the sampling period or as otherwise specified in this permit. The Permittee shall submit an eDMR for each required station even if no discharge occurred during the reporting period.
		The Permittee shall submit other reports required by this permit electronically or by mail. The Permittee shall submit reports by the date specified in this permit. For electronic submittals, the Permittee shall submit on or before 11:59 PM on the date specified in this permit. For mailed submittals, the Permittee shall ensure that submittals via U.S. Postal Service or other hand delivery method contain postmarks by the date specified in this permit. Whole Effluent Testing (WET) and Pretreatment Annual Reports must be mailed to the WQ Submittals Center.
		Electronically: wq.submittals.mpca@state.mn.us Include Water quality submittals form: www.pca.state.mn.us/sites/default/files/wq-wwprm7-71.docx
		Or by mail: Attention: WQ Submittals Center Minnesota Pollution Control Agency 520 Lafayette Road North
5.1	7.114	St. Paul, MN 55155-4191. [Minn. R. 7001.0150, subp. 2(B), Minn. R. 7001.0150, subp. 3(H)] Incomplete or Incorrect Reports. The Permittee shall immediately submit an electronically amended report or eDMR to the MPCA upon discovery by the Permittee or notification by the MPCA that it has submitted an incomplete or incorrect report or eDMR. The amended report or eDMR shall contain the missing or corrected data along with a comment on the eDMR explaining the circumstances of the incomplete or incorrect report. If it is impossible to amend the report or eDMR electronically, the Permittee shall immediately notify the MPCA and the MPCA will provide direction for the amendment submittals. [Minn. R. 7001.0150, subp. 3(G)]
5.1	7.115	Required Signatures. The Permittee or the duly authorized representative of the Permittee shall sign all eDMRs, forms, reports, and other documents submitted to the MPCA per Minn. R. 7001.0150, subp. 2(D). The person or persons who sign the eDMRs, forms, reports, or other documents shall certify that he or she understands and complies with the certification requirements of Minn. R. chs. 7001.0070 and 7001.0540, including the penalties for submitting false information. A registered professional engineer shall certify technical documents, such as design drawings and specifications, and engineering studies submitted as part of a permit application or by permit conditions. [Minn. R. 7001.0540]

5.17.116	Reporting Limit (RL). The Permittee shall report monitoring results below the RL of a particular instrument as "<" the value of the RL. For example, if an instrument has a RL of 0.1 mg/L and a parameter is not detected at a value of 0.1 mg/L or greater, the Permittee shall report the concentration as "< 0.1 mg/L." The Permittee shall not use "non-detected," "undetected," "below detection limit," or "zero" when reporting results. The MPCA considers these terms as permit reporting violations.
	Where sample values are less than the RL and the permit requires reporting of an average, the Permittee shall calculate the average as follows: A. If some values are less than (<) the RL, substitute zero for all non-detectable values to use in the average calculation;
	B. If all values are less than (<) the RL, calculate the average and report as < the RL average concentration; and C. To calculate a mass loading with a less than (<) the RL concentration, use the RL value in the calculation and then add the "<" to the product of the concentration and the volume. [Minn. R. 7001.0150, subp. 2(B)]
5.17.117	Records. The Permittee shall, when requested by the MPCA, submit within a reasonable time the information and reports that are relevant to the control of pollution regarding the construction, modification, or operation of the facility covered by the permit or regarding the conduct of the activity covered by the permit. [Minn. R. 7001.0150, subp. 3(H)]
5.17.118	Confidential Information. Except for data determined to be confidential according to Minn. Stat. ch. 116.075, subd. 2, all reports required by this permit are available for public inspection. The MPCA does not consider effluent data confidential. To request the MPCA maintain data as confidential, the Permittee shall follow Minn. R. 7000.1300. [Minn. R. 7000.1300]
5.17.119	Noncompliance and Enforcement. [Minn. R. 7001]
5.17.120	Subject to Enforcement Action and Penalties. Noncompliance with a term or condition of this permit subjects the Permittee to penalties provided by federal and state law set forth in section 309 of the Clean Water Act; United States Code, title 33, section 1319, as amended; and in Minn. Stat. ch. 115.071 and 116.072, including monetary penalties, imprisonment, or both. [Minn. R. 7001.1090, subp. 1(B)]
5.17.121	Criminal Activity. The Permittee shall not knowingly make a false statement, representation, or certification in a record or other document submitted to the MPCA. A person who falsifies a report or document submitted to the MPCA, or tampers with, or knowingly renders inaccurate a monitoring device or method that requires maintenance under this permit is subject to criminal and civil penalties provided by federal and state law. [Minn. R. 7001.0150, subp. 3(G), Minn. R. 7001.1090, subp. 1(G & H), Minn. Stat. ch. 609.671, subd. 1]
5.17.122	Noncompliance Defense. It shall not be a defense for the Permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [40 CFR 122.41(c)]

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٥	5.17.123	Effluent Violations. If sampling by the Permittee indicates a violation of any discharge limitation specified in this permit, the Permittee shall immediately make every effort to verify the violation by collecting additional samples, if appropriate, investigate the cause of the violation, and take action to prevent future violations.
		If the Permittee discovers that noncompliance with a condition of the permit occurred and that the noncompliance could endanger human health, public drinking water supplies, or the environment, the Permittee shall within 24 hours of the discovery of the noncompliance orally notify the Commissioner and submit a written description of the noncompliance within five days of the discovery.
		If the Permittee discovers other noncompliance that does not explicitly endanger human health, public drinking water supplies, or the environment, the Permittee shall report the description of noncompliance within 30 days of the discovery. If no eDMR is required within 30 days, the Permittee shall submit a written report including the description of noncompliance within 30 days of the discovery of the noncompliance. This description shall include the following information: A. A description of the event including volume, duration, monitoring results, and receiving waters; B. The cause of the event; C. The steps taken to reduce, eliminate, and prevent reoccurrence of the event; D. The exact dates and times of the event; and E. Steps taken to reduce any adverse impact resulting from the event. [Minn. R. 7001.0150, subp.
		[3(K)]
	5.17.124	Upset Defense. In the event of temporary noncompliance with applicable effluent limitation(s) resulting from an upset at the Permittee's facility due to factors beyond the control of the Permittee, the Permittee has an affirmative defense to an enforcement action brought by the MPCA as a result of the noncompliance if the Permittee demonstrates by a preponderance of competent evidence: A. The specific cause of the upset; B. That the upset was unintentional; C. That the upset resulted from factors beyond the reasonable control of the Permittee and did not result from operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or increases in production which are beyond the design capability of the treatment facilities;
		D. That at the time of the upset the facility was being properly operated;
		E. That the Permittee properly notified the Commissioner of the upset in accordance with Minn. R. 7001.1090, subp. 1(I); and
		F. That the Permittee implemented the remedial measures required by Minn. R. 7001.0150, subp. 3(J). [Minn. R. 7001.1090]
5	5.17.125	Release. [Minn. R. 7001]
ŗ	5.17.126	Unauthorized Releases of Wastewater Prohibited. This permit prohibits overflows, discharges, spills, or other releases of wastewater or materials to the environment, whether intentional or not, except for discharges from outfalls specifically authorized by this permit. The MPCA will consider the Permittee's compliance with permit requirements, frequency of release, quantity, type, location, and other relevant factors when determining appropriate action. [40 CFR 122.41, Minn. Stat. ch. 115.061]

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5.17.127	Discovery of a Release. Upon discovery of a release, the Permittee shall: A. Take all reasonable steps to immediately end the release; B. Notify the Minnesota Department of Public Safety Duty Officer at 1(800)422-0798 or (651)649-5451 (metro area) immediately upon discovery of the release. The Permittee may contact the MPCA during business hours at 1(800)657-3864 or (651)296-6300 (metro area); and C. Recover as rapidly and as thoroughly as possible all substances and materials released or immediately take other action as may be reasonably possible to minimize or abate pollution to waters of the state or potential impacts to human health caused thereby. If the Permittee cannot immediately or completely recover the released materials or substances, the Permittee shall contact the MPCA. If directed by the MPCA, the Permittee shall consult with other local, state, or federal agencies (such as the Minnesota Department of Natural Resources and/or the Wetland Conservation Act authority) for implementation of additional clean up or remediation activities in wetland or other sensitive areas. [Minn. R. 7001.1090]
5.17.128	Sampling of a Release. Upon discovery of a release, the Permittee shall: A. Collect representative samples of the release. The Permittee shall sample the release for permitted effluent parameters and other parameters of concern immediately following discovery of the release. The Permittee may contact the MPCA during business hours to discuss the sampling parameters and protocol. In addition, the Permittee shall collect fecal coliform bacteria samples where the Permittee determines that the release contains or may contain sewage. If the Permittee cannot immediately stop the release, the Permittee shall consult with the MPCA regarding additional sampling requirements. The Permittee shall collect samples at least, but not limited to, two times per week for as long as the release continues; and B. Submit the sampling results on the Release Report located on the MPCA's website at https://www.pca.state.mn.us/water/discharge-monitoring-reports. The Permittee shall submit the Release Report to the MPCA with the next eDMR or within 30 days, whichever is sooner. [Minn. R. 7001.1090]
5.17.129	Bypass. [Minn. R. 7001]
5.17.130	Anticipated Bypass. The Permittee may allow any bypass to occur that does not cause effluent limitation exceedances, but only if the bypass is for essential maintenance to assure efficient operation of the facility. The Permittee shall submit prior notice to the MPCA at least ten days before the date of the bypass, if possible. The notice of the need for an anticipated bypass shall include the following information: A. The proposed date and estimated duration of the bypass;
	B. The alternatives to bypassing; and C. A proposal for effluent sampling during the bypass. Any bypass wastewater shall enter waters of the state from outfalls specifically authorized by this permit. Therefore, the Permittee shall collect samples at the frequency and location identified in this permit or two times per week for as long as the bypass continues, whichever is more frequent. [40 CFR 122.41(m)(2 & 3), Minn. R. 7001.1090, subp. 1(J)]

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5.17.131	This permit prohibits all other bypasses. The MPCA may take enforcement action against the Permittee for a bypass, unless the specific conditions described in Minn. R. 7001.1090 subp. 1(K) and 40 CFR 122.41(m)(4)(i) are met.
	In the event of an unanticipated bypass, the Permittee shall: A. Take all reasonable steps to immediately end the bypass; B. Notify the Minnesota Department of Public Safety Duty Officer at 1(800)422-0798 or (651)649-5451 (metro area) immediately upon commencement of the bypass. The Permittee may contact the MPCA during business hours at 1(800)657-3864 or (651)296-6300 (metro area); C. Immediately take action as may be reasonably possible to minimize or abate pollution to waters of the state or potential impacts to human health caused thereby. If directed by the MPCA, the Permittee shall consult with other local, state, or federal agencies for implementation of abatement, clean up, or remediation activities; and D. Only allow bypass wastewater as specified in this section to enter waters of the state from outfalls specifically authorized by this permit. The Permittee shall collect samples at the frequency and location identified in this permit or two times per week for as long as the bypass continues, whichever is more frequent. The Permittee shall also follow the reporting requirements for effluent violations as specified in this permit. [40 CFR 122.41(m)(4)i, Minn. R. 7001.1090, subp. 1(K), Minn. Stat. ch. 115.061]
5.17.132	Operation and Maintenance. [Minn. R. 7001]
5.17.133	The Permittee shall at all times properly operate and maintain the facilities and systems of treatment and control, and the appurtenances related to them which are installed or used by the Permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. The Permittee shall install and maintain appropriate backup or auxiliary facilities if they are necessary to achieve compliance with the conditions of the permit and, for all permits other than hazardous waste facility permits, if these backup or auxiliary facilities are technically and economically feasible. [Minn. R. 7001.0150, subp. 3(F)]
5.17.134	In the event of a reduction or loss of effective treatment of wastewater at the facility, the Permittee shall control production or curtail discharges to the extent necessary to maintain compliance with the terms and conditions of this permit. The Permittee shall continue this control or curtailment until they restore facility treatment processes or until the Permittee provides an alternative method of treatment. [Minn. R. 7001.1090, subp. 1(C)]
5.17.135	Solids Management. The Permittee shall properly store, transport, and manage biosolids, septage, sediments, residual solids, filter backwash, screenings, oil, grease, and other substances so that pollutants do not enter surface waters or groundwaters of the state. The Permittee shall manage solids in accordance with local, state, and federal requirements. [40 CFR 503, Minn. R. 7041]
5.17.136	Scheduled Maintenance. The Permittee shall schedule maintenance of the treatment works during non-critical water quality periods to prevent water quality degradation, except where the facility requires emergency maintenance to prevent a condition that would be detrimental to water quality or human health. [Minn. R. 7001.0150, subp. 2(B), Minn. R. 7001.0150, subp. 3(F)]
5.17.137	Control Tests. The Permittee shall conduct in-plant control tests at a frequency adequate to ensure compliance with the conditions of this permit. [Minn. R. 7001.0150, subp. 2(B), Minn. R. 7001.0150, subp. 3(F)]
5.17.138	Changes to the Facility or Permit. [Minn. R. 7001]

5.17.139	Permit Modifications. Except as provided under Minn. Stat. ch. 115.07, subd. 1 and 3, no person required by statute or rule to obtain a permit may construct, install, modify, or operate the facility to be permitted, nor shall a person commence an activity for which a permit is required by statute or rule until the MPCA issues a written permit for the facility or activity.
	Permittees that propose to make changes to the facility or discharge that requires permit modification shall follow Minn. R. 7001.0190. If the Permittee cannot determine whether the proposed changes require a permit modification, the Permittee shall contact the MPCA prior to any action. The MPCA recommends that Permittees submit the application for permit modification to the MPCA at least 180 days prior to the planned change. [Minn. R. 7001.0030]
5.17.140	This permit does not require plans, specifications, and MPCA approval when maintenance dictates the need for installation of new equipment, provided the equipment is the same design size and has the same design intent. For instance, Permittees can replace a broken pipe, lift station pump, aerator, or blower with the same design-sized equipment without MPCA approval.
	If this permit does not expressly authorize the Permittee proposed construction, the MPCA may require a permit modification. If the proposed construction project requires an Environmental Assessment Worksheet under Minn. R. 4410, no construction shall begin until the MPCA issues a negative declaration and the Permittee receives or implements all approvals. [Minn. R. 7001.0030]
5.17.141	Report Changes. The Permittee shall give advance notice as soon as possible to the MPCA of any substantial changes in operational procedures, activities that may alter the nature or frequency of the discharge, and/or material factors that may affect compliance with the conditions of this permit. [Minn. R. 7001.0150. subp. 3(M)]



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5.17.142	Chemical Additives. The Permittee shall receive prior written approval from the MPCA before increasing the use of a chemical additive authorized by this permit, or using a chemical additive not authorized by this permit, in quantities or concentrations that have the potential to change the characteristics, nature, and/or quality of the discharge.
	The Permittee shall request approval for an increase or new use of a chemical additive at least 60 days, or as soon as possible, before the proposed increase or new use. The Permittee shall include at least the following information for the proposed additive as instructed in the chemical additive approvals section on the MPCA website at https://www.pca.state.mn.us/water/wastewater-additional-guidance-and-information:
	A. The process for which the additive will be used; B. Safety Data Sheet (SDS) which shall include aquatic toxicity, human health, and environmental fate information for the proposed additive. The aquatic toxicity information shall include at minimum the results of: a) a 48-hour LC50 or EC50 acute study for a North American freshwater planktonic crustacean (either Ceriodaphnia or Daphnia sp.) and b) a 96-hour LC50 acute study for rainbow trout, bluegill, or fathead minnow or another North American freshwater aquatic species other than a planktonic crustacean; C. A complete product use and instruction label;
	D. The commercial and chemical names and Chemical Abstract Survey (CAS) number for all ingredients in the additive (If the SDS does not include information on chemical composition, including percentages for each ingredient totaling to 100%, the Permittee shall contact the supplier to have this information provided); and E. The proposed method of application, application frequency, concentration, and daily average and maximum rates of use.
	Upon review of the information submitted regarding the proposed chemical additive, the MPCA may require additional information be submitted for consideration. This permit may be modified to restrict the use or discharge of a chemical additive and include additional influent and effluent monitoring requirements. Approval for the use of an additive shall not justify the exceedance of any effluent limitation nor shall it be used as a defense against pollutant levels in the discharge causing or contributing to the violation of a water quality standard. [Minn. R. 7001.0170]
5.17.143	MPCA Initiated Permit Modification, Suspension, or Revocation. The MPCA may modify or revoke and reissue this permit pursuant to Minn. R. 7001.0170. The MPCA may revoke without reissuance of this permit pursuant to Minn. R. 7001.0180. [Minn. R. 7001.0170, Minn. R. 7001.0180]
5.17.144	Total Maximum Daily Load (TMDL) Impacts. The MPCA may require facilities that discharge to an impaired surface water, watershed, or drainage basin to comply with additional permits or permit requirements. These requirements can include additional restriction or relaxation of limits and monitoring as authorized by the CWA 303(d)(4)(A) and 40 CFR ch. 122.44(l)(2)(i), necessary to ensure consistency with the assumptions and requirements of any applicable EPA approved wasteload allocations resulting from TMDL studies. [40 CFR 122.44(l)(2)i]
5.17.145	Permit Transfer. This permit is not transferable to any person without the express written approval of the MPCA after compliance with the requirements of Minn. R. 7001.0190. A person who receives permit transference shall comply with the conditions of this permit. [Minn. R. 7001.0150, subp. 3(N)]

5.17.146	Facility Closure. The Permittee is responsible for closure and post-closure care of the facility. The Permittee shall notify the MPCA of a significant reduction or cessation of the activities described in this permit at least 180 days before the reduction or cessation. The MPCA may require the Permittee to provide a Facility Closure Plan to the MPCA for approval.
	The MPCA may require a permit modification or reissuance for facility closure that could result in a potential long-term water quality concern, such as the ongoing discharge of wastewater to surface or groundwater.
	The MPCA may require the Permittee to establish and maintain financial assurance to ensure performance of certain obligations under this permit, including closure, post-closure care, and remedial action at the facility. If the MPCA requires financial assurance, the MPCA shall approve the amount and type of financial assurance, and proposed modifications to previously MPCA-approved financial assurance. [Minn. Stat. ch. 116.07, subd. 4]
5.17.147	Permit Reissuance. If the Permittee desires to continue permit coverage beyond the date of permit expiration, the Permittee shall submit an application for permit reissuance: Due by 180 days prior to permit expiration. [Minn. R. 7001.0040]
5.17.148	If the Permittee does not intend to continue the activities authorized by this permit after the expiration date of this permit, the Permittee shall notify the MPCA in writing at least 180 days before permit expiration. If the Permittee has submitted a timely application for permit reissuance, the Permittee may continue to conduct the activities authorized by this permit, in compliance with the requirements of this permit, until the MPCA takes final action on the application, unless the MPCA determines any of the following: A. The Permittee is not in substantial compliance with the requirements of this permit, or with a stipulation agreement or compliance schedule designed to bring the Permittee into compliance with this permit;
	B. The MPCA, as a result of an action or failure to act by the Permittee, has been unable to take final action on the application on or before the expiration date of the permit; or C. The Permittee has submitted an application with major deficiencies or has failed to properly supplement the application in a timely manner after being informed of deficiencies. [Minn. R. 7001.0040, Minn. R. 7001.0160]

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6. Submittal action summary

GW 004	Well, Upgradient	
		Groundwater Well: Monitoring Requirements
	6.1.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
GW 005	Well, Downgradient	
		Groundwater Well: Monitoring Requirements
	6.2.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
GW 006	Well, Downgradient	
		Groundwater Well: Monitoring Requirements
	6.3.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
GW 007	Tile Line Monitoring	
		Groundwater Well: Stabilization Pond Tile Line to Surface Water Requirements
	6.4.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
SD 001	Effluent To Surface Water	
		Surface Discharge: Minor Stabilization Pond Effluent Requirements
	6.5.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
WS 001	Influent Waste	
		Waste Stream: Stabilization Pond Influent Requirements
	6.6.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
WS 002	Intermediate: WW to Land	
		Waste Stream: Effluent to Rapid Infiltration Basin Requirements
	6.7.1	The Permittee shall submit a monthly DMR: Due by 21 days after the end of each calendar month following permit issuance. [Minn. R. 7001.0150, Subp. 2(B)]
MN0025097	Vergas WWTP	
		Phosphorus Management Plan - Streamlined

	6.8.1	The Permittee shall submit a phosphorus management plan : Due by 180 days after permit issuance. [Minn. R. 7001]
		Total Facility Requirements (NPDES/SDS)
	6.9.2	Permit Reissuance. If the Permittee desires to continue permit coverage beyond the date of permit expiration, the Permittee shall submit an application for permit reissuance: Due by 180 days prior to permit expiration. [Minn. R. 7001.0040]
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7. Limits and monitoring

		Discharge	limitations			Monitorin	g requirements					
Subject item	Parameter	Quantity /Loading avg.	Quantity /Loading max.	Quantity /Loading units	-	Quality /Conc.	Quality /Conc.	Quality/ Conc. units	Frequency	Sample type	Effective period	Notes
GW 004 Northwest corner of primary (upgradient)	Chloride, Total						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	
GW 004 Northwest corner of primary (upgradient)	Elevation of GW Relative to Mean Sea Level		Monitor only. instantaneous maximum	feet					once per month	Measurement, Instantaneous	Apr, Jul, Oct	
GW 004 Northwest corner of primary (upgradient)	Nitrite Plus Nitrate, Total (as N)						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	
GW 004 Northwest corner of primary (upgradient)	Nitrogen, Ammonia, Total (as N)						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	
GW 004 Northwest corner of primary (upgradient)	Nitrogen, Kjeldahl, Total						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	
GW 004 Northwest corner of primary (upgradient)	рН				Monitor only. instantaneous minimum		Monitor only. instantaneous maximum	standard units	once per month	Grab	Apr, Jul, Oct	

		Discharge	limitations			Monitoring requirements						
Subject item	Parameter	Quantity /Loading avg.	Quantity /Loading max.	Quantity /Loading units	Quality /Conc. min.	Quality /Conc.	Quality /Conc. max.	Quality/ Conc. units	Frequency	Sample type	Effective period	Notes
GW 004 Northwest corner of primary (upgradient)	Specific Conductance						Monitor only. instantaneous maximum	micromhos per cm	once per month	Grab	Apr, Jul, Oct	
GW 004 Northwest corner of primary (upgradient)	Temperature, Water (C)						Monitor only. instantaneous maximum	degrees Celsius	once per month	Grab	Apr, Jul, Oct	
GW 005 East of Infiltration Basin #3 (downgradient)	Chloride, Total						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	
GW 005 East of Infiltration Basin #3 (downgradient)	Elevation of GW Relative to Mean Sea Level		Monitor only. instantaneous maximum	feet					once per month	Measurement, Instantaneous	Apr, Jul, Oct	
GW 005 East of Infiltration Basin #3 (downgradient)	Nitrite Plus Nitrate, Total (as N)						10 calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	
GW 005 East of Infiltration Basin #3 (downgradient)	Nitrogen, Ammonia, Total (as N)						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	
GW 005 East of Infiltration Basin #3 (downgradient)	Nitrogen, Kjeldahl, Total						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	
GW 005 East of Infiltration Basin #3 (downgradient)	рН				Monitor only. instantaneous minimum		Monitor only. instantaneous maximum	standard units	once per month	Grab	Apr, Jul, Oct	

		Discharge limitations								Monitoring requirements			
Subject item	Parameter	Quantity /Loading avg.	Quantity /Loading max.	Quantity /Loading units	Quality /Conc. min.	Quality /Conc.	Quality /Conc. max.	Quality/ Conc. units	Frequency	Sample type	Effective period	Notes	
GW 005 East of Infiltration Basin #3 (downgradient)	Specific Conductance						Monitor only. instantaneous maximum	micromhos per cm	once per month	Grab	Apr, Jul, Oct		
GW 005 East of Infiltration Basin #3 (downgradient)	Temperature, Water (C)						Monitor only. instantaneous maximum	degrees Celsius	once per month	Grab	Apr, Jul, Oct		
GW 006 South of Primary Pond #2 (downgradient)	Chloride, Total						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct		
of Primary Pond #2	Elevation of GW Relative to Mean Sea Level		Monitor only. instantaneous maximum	feet					once per month	Measurement, Instantaneous	Apr, Jul, Oct		
GW 006 South of Primary Pond #2 (downgradient)	Nitrite Plus Nitrate, Total (as N)						10 calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct		
GW 006 South of Primary Pond #2 (downgradient)	Nitrogen, Ammonia, Total (as N)						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct		
GW 006 South of Primary Pond #2 (downgradient)	Nitrogen, Kjeldahl, Total						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct		
GW 006 South of Primary Pond #2 (downgradient)	рН				Monitor only. instantaneous minimum		Monitor only. instantaneous maximum	standard units	once per month	Grab	Apr, Jul, Oct		

		Discharge	limitations			Monitorin	g requirements					
Subject item	Parameter	Quantity /Loading avg.	Quantity /Loading max.	Quantity /Loading units	Quality /Conc. min.	Quality /Conc.	Quality /Conc. max.	Quality/ Conc. units	Frequency	Sample type	Effective period	Notes
GW 006 South of Primary Pond #2 (downgradient)	Specific Conductance						Monitor only. instantaneous maximum	micromhos per cm	once per month	Grab	Apr, Jul, Oct	
GW 006 South of Primary Pond #2 (downgradient)	Temperature, Water (C)						Monitor only. instantaneous maximum	degrees Celsius	once per month	Grab	Apr, Jul, Oct	
GW 007 Draintile Discharge to wetland (SE)	Chloride, Total						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	
GW 007 Draintile Discharge to wetland (SE)	Fecal Coliform, MPN or Membrane Filter 44.5C						Monitor only. instantaneous maximum	organisms per 100 milliliter	once per month	Grab	Apr, Jul, Oct	
GW 007 Draintile Discharge to wetland (SE)	Flow					Monitor only. calendar month average		million gallons per day	week	Measurement, Continuous		Flow from GW007 to the wetland shall be monitored during the open water season as described in the "Discharge from Tile Lines" section of the Groundwater Station General Requirements of the permit (5.10.11-5.10.13).
GW 007 Draintile Discharge to wetland (SE)	Nitrite Plus Nitrate, Total (as N)						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	

		Discharge	limitations							g requirements		
Subject item	Parameter	Quantity /Loading avg.	Quantity /Loading max.	Quantity /Loading units	Quality /Conc. min.	Quality /Conc.	Quality /Conc. max.	Quality/ Conc. units	Frequency	Sample type	Effective period	Notes
GW 007 Draintile Discharge to wetland (SE)	Nitrogen, Ammonia, Total (as N)						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	
GW 007 Draintile Discharge to wetland (SE)	Nitrogen, Kjeldahl, Total						Monitor only. calendar month maximum	milligrams per liter	once per month	Grab	Apr, Jul, Oct	
GW 007 Draintile Discharge to wetland (SE)	рН				Monitor only. instantaneous minimum		Monitor only. instantaneous maximum	standard units	once per month	Grab	Apr, Jul, Oct	
GW 007 Draintile Discharge to wetland (SE)	Specific Conductance						Monitor only. instantaneous maximum	micromhos per cm	once per month	Grab	Apr, Jul, Oct	
GW 007 Draintile Discharge to wetland (SE)	Temperature, Water (C)						Monitor only. instantaneous maximum	degrees Celsius	once per month	Grab	Apr, Jul, Oct	
SD 001 Alternate discharge to north wetland	BOD, Carbonaceous 05 Day (20 Deg C)	26.8 calendar month average		kilograms per day		25 calendar month average	40 maximum calendar week average	milligrams per liter	twice per week	Grab	Jan-Dec	
SD 001 Alternate discharge to north wetland	Fecal Coliform, MPN or Membrane Filter 44.5C					200 calendar month geometric mean		organisms per 100 milliliter	twice per week	Grab	Apr-Oct	

										ng requirements		
Subject item	Parameter	Quantity /Loading avg.	Quantity /Loading max.	Quantity /Loading units	Quality /Conc. min.	Quality /Conc. avg.	Quality /Conc. max.	Quality/ Conc. units	Frequency	Sample type	Effective period	Notes
SD 001 Alternate discharge to north wetland	Flow		Monitor only. calendar month total intervention	million gallons		Monitor only. calendar month average		million gallons per day		Measurement, Continuous	Jan-Feb, Jul, Aug	The intervention limit is 0 MG. If this limit is exceeded, the Permittee must take action as described in the "Ponds - Discharges Outside Acceptable Discharge Periods" section of the permit.
SD 001 Alternate discharge to north wetland	Flow		Monitor only. calendar month total intervention	million gallons		Monitor only. calendar month average intervention		million gallons per day	once per day	Measurement, Continuous	Mar-Jun, Sep-Dec	The intervention limit is 2.4 MG. If this limit is exceeded, the Permittee must take action as described in the "Discharge from Tile Lines" section of the Groundwater Station General Requirements of the permit (5.10.11-5.10.13).
SD 001 Alternate discharge to north wetland	Nitrite Plus Nitrate, Total (as N)					Monitor only. calendar month average		milligrams per liter	once per half year	Grab	Jan-Dec	

		Discharge limitations								ng requirements		
Subject item	Parameter	Quantity /Loading avg.	Quantity /Loading max.	Quantity /Loading units	Quality /Conc. min.	Quality /Conc.	Quality /Conc. max.	Quality/ Conc. units	Frequency	Sample type	Effective period	Notes
SD 001 Alternate discharge to north wetland	Nitrogen, Kjeldahl, Total					Monitor only. calendar month average		milligrams per liter	once per half year	Grab	Jan-Dec	
SD 001 Alternate discharge to north wetland	Nitrogen, Total (as N)					Monitor only. calendar month average		milligrams per liter	once per half year	Calculation	Jan-Dec	
SD 001 Alternate discharge to north wetland	Oxygen, Dissolved				Monitor only. calendar month minimum			milligrams per liter	twice per week	Grab	Jan-Dec	
SD 001 Alternate discharge to north wetland	рН				6.0 calendar month minimum		9.0 calendar month maximum	standard units	twice per week	Grab	Jan-Dec	
SD 001 Alternate discharge to north wetland	Phosphorus, Total (as P)	Monitor only. calendar month average		kilograms per day		Monitor only. calendar month average		milligrams per liter	twice per week	Grab	Jan-Dec	
SD 001 Alternate discharge to north wetland	Solids, Total Suspended (TSS)	48.2 calendar month average	69.6 maximum calendar week average	kilograms per day		45 calendar month average	65 maximum calendar week average	milligrams per liter	twice per week	Grab	Jan-Dec	
WS 001 Influent Waste Stream	BOD, Carbonaceous 05 Day (20 Deg C)					Monitor only. calendar quarter average		milligrams per liter	once per quarter	4-Hour Flow Composite	Mar, Jun, Sep, Dec	
WS 001 Influent Waste Stream	Flow		Monitor only. calendar month total	million gallons		Monitor only. calendar month average	Monitor only. calendar month maximum	million gallons per day	-	Measurement, Continuous	Jan-Dec	

										ng requirements		
Subject item	Parameter	Quantity /Loading avg.	Quantity /Loading max.	Quantity /Loading units	Quality /Conc. min.	Quality /Conc.	Quality /Conc. max.	Quality/ Conc. units	Frequency	Sample type	Effective period	Notes
WS 001 Influent Waste Stream	Nitrite Plus Nitrate, Total (as N)					Monitor only. calendar month average		milligrams per liter		4-Hour Flow Composite	Mar, Sep	
WS 001 Influent Waste Stream	Nitrogen, Kjeldahl, Total					Monitor only. calendar month average		milligrams per liter		4-Hour Flow Composite	Mar, Sep	
WS 001 Influent Waste Stream	Nitrogen, Total (as N)					Monitor only. calendar month average		milligrams per liter	once per month	Calculation	Mar, Sep	
WS 001 Influent Waste Stream	рН						Monitor only. calendar quarter maximum	standard units	once per quarter	Grab	Mar, Jun, Sep, Dec	
WS 001 Influent Waste Stream	Phosphorus, Total (as P)					Monitor only. calendar quarter average		milligrams per liter	once per quarter	4-Hour Flow Composite	Mar, Jun, Sep, Dec	
WS 001 Influent Waste Stream	Precipitation		Monitor only. calendar month total	inches					once per day	Measurement	Jan-Dec	
WS 001 Influent Waste Stream	Solids, Total Suspended (TSS)					Monitor only. calendar quarter average		milligrams per liter	once per quarter	4-Hour Flow Composite	Mar, Jun, Sep, Dec	
WS 002 Effluent to Basins During Discharge			2.91 calendar month total	acres					once per month	Measurement	Apr-Nov	
WS 002 Effluent to Basins During Discharge	,					Monitor only. calendar month average		milligrams per liter	once per month	4-Hour Flow Composite	Apr-Nov	

		Discharge	limitations						Monitorin	ng requirements	i	Í
Subject item	Parameter	Quantity /Loading avg.	Quantity /Loading max.	Quantity /Loading units	Quality /Conc.	Quality /Conc.	Quality /Conc. max.	Quality/ Conc. units	Frequency	Sample type	Effective period	Notes
WS 002 Effluent to Basins During Discharge	Chloride, Total					Monitor only. calendar month average		milligrams per liter	once per month	4-Hour Flow Composite	Apr-Nov	
WS 002 Effluent to Basins During Discharge	Flow		12.2 calendar year to date total	million gallons					once per day	Measurement, Continuous	Apr-Nov	
WS 002 Effluent to Basins During Discharge	Flow		Monitor only. calendar month total	million gallons					once per day	Measurement, Continuous	Jan-Dec	
WS 002 Effluent to Basins During Discharge						0 calendar month average		million gallons per day		Measurement, Continuous	Dec-Mar	
WS 002 Effluent to Basins During Discharge						Monitor only. calendar month average		milligrams per liter	once per month	4-Hour Flow Composite	Apr-Nov	
WS 002 Effluent to Basins During Discharge						Monitor only. calendar month average		milligrams per liter	once per month	4-Hour Flow Composite	Apr-Nov	
WS 002 Effluent to Basins During Discharge						Monitor only. calendar month average		milligrams per liter	once per month	4-Hour Flow Composite	Apr-Nov	
WS 002 Effluent to Basins During Discharge	рН				Monitor only. calendar month minimum		Monitor only. calendar month maximum	standard units	once per month	Grab	Apr-Nov	
WS 002 Effluent to Basins During Discharge						Monitor only. calendar month average		milligrams per liter	once per month	4-Hour Flow Composite	Apr-Nov	



Statement of Basis

Permittee: City of Vergas

Facility: Vergas Wastewater Treatment Facility, 411 Old Detroit Rd, Vergas,

Minnesota 56587, Otter Tail County

Permit Number: MN0025097 Date: September 27, 2021

Purpose

This document serves as a resource that describes and explains the rationale for the permit requirements. A statement of basis is prepared for a draft National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) permit when a fact sheet is not required. [40 CFR §124.7]

Description of permitted facility

The Vergas Wastewater Treatment Facility (Facility) is located at 411 Old Detroit Rd, Vergas, Minnesota 56587, Otter Tail County.

The Facility has a controlled discharge (SD001) to an unnamed wetland (Class 2D, 3D, 4C, 5, 6 water) and also has rapid infiltration basins. The Facility is a Class D facility.

The Facility is designed to treat:

- An average wet weather (AWW) flow of 0.046 million gallons per day (MGD)
- 5-day carbonaceous biochemical oxygen demand (CBOD5) of 150 mg/l

Major components of the Facility include:

- Effluent Disposal three rapid infiltration basins
- Primary treatment primary stabilization pond
- Secondary Stabilization Pond

The application indicates that the existing treatment system consists of a two cell stabilization pond system and three rapid infiltration basins (RIBs). The primary pond is 2.48 acres while the secondary pond is 1.74 acres. The pond system provides a total detention time of 120 days. There are three RIBs with two of the basins being 0.96 acres each and one basin being 0.99 acres. This permit allows up to 12.20 million gallons per year to be applied to the RIBs. There are six piezometers around the RIBs that are used to assist with loading to the RIBs. Approximately 4.60 million gallons can be discharged through a controlled discharge from SD001 to an unnamed wetland (Class 2D, 3D, 4C, 5, 6 water) within the spring and fall discharge windows. There is a draintile discharge that discharges to an unnamed wetland at groundwater station GW007.

The Facility is further described in plans and specifications on file with the MPCA and Larsen-Peterson and Associates, Inc. in Detroit Lakes, Minnesota.

General information

The permit is based on a NPDES/SDS permit application dated January 14, 2021 and additional documents found in the Administrative record.

The primary reason for reissuing the permit is due to permit expiration. The Permittee is not proposing changes at this time.

Special conditions

- Discharge events from SD 001 shall not exceed 2.4 million gallons to the 8.37 acre wetland complex (see "Surface Discharge Station General Requirements" section of the permit).
- Discharge to the rapid infiltration basins may take place between April and November (see the Limits and Monitoring section of the permit).
- Draintile requirements for the discharge from GW007 to the 1.1-acre wetland are found in the "Groundwater Station General Requirements" section of the permit.

Waste stream stations

Limits and monitoring requirements for waste streams are assigned in order to ascertain their impact on wastewater treatment processes, contributions to other treatment facilities, and/or land treatment/discharge sites. Requirements are based on Minnesota Pollution Control Agency (MPCA) sampling policies and/or state health requirements.

This permit contains two waste streams, which have all been assigned a waste stream station for monitoring and reporting purposes. The influent wastewater will be monitored as WS 001. WS 002 monitors the effluent to the rapid infiltration basins during discharge. The proposed limit and monitoring requirements for the waste stream stations are found in the limits and monitoring table in the accompanying draft permit document.

Groundwater stations

There are four groundwater stations in this permit for monitoring and reporting purposes. Limit and monitoring requirements for groundwater are assigned in order to ascertain their impact on land treatment/discharge sites and downgradient groundwater quality. Requirements are based on MPCA sampling policies and/or state health requirements.

Groundwater monitoring and limits have been included with this permit. Limits for parameters of concern are set at the Health Risk Limit established for drinking water. Standard well sampling and monitoring shall be performed using the 1997 Sampling Procedures for Groundwater Monitoring Wells located on the MPCA's website at https://www.pca.state.mn.us/sites/default/files/wq-gw1-01.pdf.

The proposed limits and monitoring requirements for the groundwater stations are found in the limits and monitoring table in the accompanying draft permit document.

Surface water discharge stations

Limits and monitoring requirements for surface water discharges are set in consideration of Minnesota state water discharge criteria also known as State Discharge Restrictions (SDRs). SDRs are based on Minn. R. Ch. 7053, Minnesota state water quality-based effluent limits (WQBEL) for the receiving water use classification, federal technology-based effluent limits applicable to specific discharge types, or a combination of these limits to regulate the discharge of wastewater. When limits overlap for a particular pollutant, the most restrictive limit is applied in the permit. In addition, MPCA may derive limits that are specific to a particular discharge. These limits may be based on toxicity studies, professional judgment analysis, technology-based standards, and in some instances standards developed by other U.S. states or regulatory agencies.

The receiving water lowest average seven-day flow with a once in ten-year recurrence interval (7Q₁₀) low flow at outfall SD 001 is zero cubic feet per second (cfs), thus no dilution factors were used in determining the discharge limits in relation to the immediate receiving waters.

Technology Based Effluent Limits (TBELs)

Limits are applied pursuant to Minn. R. 7053.0215, subp. 1 for CBOD₅, CBOD₅ percent removal, total suspended solids (TSS), TSS percent removal, and potential of hydrogen (pH).

Table 1: TBELs

Pollutant	Calendar month average	Calendar week maximum	Calendar month max/ Calendar month min
			9.0 SU
рН			6.0 SU
TSS	45 mg/L	65 mg/L	
CBOD ₅	25 mg/L	40 mg/L	

Water Quality Based Effluent Limits (WQBELs)

Minn. R. 7053.0205, subp. 8 authorizes the MPCA to develop WQBELs for point source discharges to waters of the state of Minnesota to protect receiving waters for the applicable use classifications.

The quality of Class 2Bd surface waters shall be such as to permit the propagation and maintenance of a healthy community of cool or warm water aquatic biota and their habitats. These waters shall be suitable for aquatic recreation of all kinds, including bathing, for which the waters may be usable. This class of surface waters is also protected as a source of drinking water (Minn. R. 7050.0222, subp. 3).

The quality of Class 2B surface waters shall be such as to permit the propagation and maintenance of a healthy community of cool or warm water aquatic biota, and their habitats. These waters shall be suitable for aquatic recreation of all kinds, including bathing, for which the waters may be usable. This class of surface water is not protected as a source of drinking water (Minn. R. 7050.0222, subp. 4).

The quality of Class 2D wetlands shall be such as to permit the propagation and maintenance of a healthy community of aquatic and terrestrial species indigenous to wetlands, and their habitats. Wetlands also add to the biological diversity of the landscape. These waters shall be suitable for boating and other forms of aquatic recreation for which the wetland may be usable. The standards for class 2B waters listed under subpart 4 shall apply to these waters except as listed in Minn. R. 7050.0222, subp.6.

The beneficial use subclass designators "e," "g," and "m" are added to the Class 2 designator as specific additional designators. The additional subclass designators do not replace the Class 2 designator. All requirements for Class 2 stream and river habitats in Minn. R. 7050.0222 and 7052.0100 continue to apply in addition to requirements for Class 2Bg or Class 2Bdg stream and river habitats in Minn. R. 7050.0222. These subclass designators are applied to lotic waters only.

State Discharge Restrictions (SDRs)

SDRs are not considered WQBELs. The MPCA requires secondary treatment or the equivalent as a minimum to protect water quality and maintain in-stream water quality standards (WQS)¹. Therefore, the restrictions are generally stringent enough to protect WQS, except where there is inadequate dispersion, or dilution at applicable minimum stream flows.

The 200 organisms per 100 milliliters (orgs/100mL) calendar month geometric mean limit for fecal coliform is based on Minn. R. 7053.0215, subp. 1.

¹ Minnesota Regulation WPC 15, Criteria for the Classification of the Interstate Waters of the State and the Establishment of Standard of Quality and Purity. Minnesota Pollution Control Agency, April 8, 1969.

Table 3: SDRs

	Calendar month	Calendar month
Pollutant	average	geometric mean
Fecal Coliform, MPN or Membrane Filter 44.5 C		200 orgs/100ml ¹

¹Limit applies April-October

Explanation of total phosphorus limit review

Total phosphorus:

Federal law [40 CFR §122.44(d)] restricts mass increases of pollutants upstream of an impaired water and requires WQBEL(s) to be established for pollutant parameters where it is found that a NPDES/SDS discharger has the reasonable potential (RP) to cause or contribute to an excursion above a state WQS. An effluent limits analysis was completed to determine if the facility's discharge has RP to cause or contribute to an exceedance of a state WQS or contribute to any downstream impairment. As a result of the analysis, it was determined that discharge from the facility does not have RP; and therefore, a WQBEL for total phosphorus is not required at this time.

River Eutrophication Standards (RES)

The Otter Tail River Watershed analysis demonstrated that the Facility does not have reasonable potential (RP) to cause or contribute to a river eutrophication impairment in the Otter Tail River Watershed, under permitted effluent conditions. As such, no limit in the permit is needed to protect the immediate receiving waters based on current performance levels and permitted flow.

Pollutants of concern

Nitrogen

Nitrogen is a pollutant that can negatively impact the quality of Minnesota's water resources, including water used for drinking. Studies have shown that nitrogen in lakes and streams has a toxic effect on aquatic life such as fish. Like phosphorus, nitrogen is a nutrient that promotes algae and aquatic plant growth, often resulting in decreased water clarity and oxygen levels. The Statewide Nutrient Reduction Strategy (http://www.pca.state.mn.us/zihy1146) identifies goals and milestones for nitrogen reductions for both point and non-point nitrogen sources in Minnesota. To gain a better understanding of the current nitrogen concentrations and loadings received by and discharged from the facility, effluent nitrogen monitoring is required in accordance with Minn. Stat. ch. 115.03.

The permit includes influent monitoring for total nitrogen, total nitrite plus nitrate-nitrogen, and total Kjeldahl nitrogen at a frequency of once per month in the months of March and September. The permit includes effluent monitoring for ammonia nitrogen, nitrite plus nitrate-nitrogen, total Kjeldahl nitrogen, and total nitrogen at a frequency of once per half year for station SD 001 during the months of January through December. WS 002 monitors total nitrite plus nitrate, and total Kjeldahl nitrogen once per month during the months of April through November.

This nitrogen monitoring will provide the data necessary to develop a better understanding of the total nitrogen concentrations and loadings that are discharged. Once a more extensive total nitrogen data set is established, nitrogen reduction work can begin to achieve the necessary reductions to meet the goal of a 20% reduction in total nitrogen loads from point source dischargers by 2025. The changes and/or increases in total nitrogen monitoring in wastewater permits as a result of the *Statewide Nutrient Reduction Strategy* is outlined in the *Minnesota NPDES Wastewater Permit Nitrogen Monitoring Implementation Plan* document located on the

MPCA wastewater permits webpage at: http://www.pca.state.mn.us/index.php/water/water-types-and-programs/wastewater-permits/index.html.

Dissolved Oxygen (DO)

The permittee monitors DO at SD001 twice per week during the months of January through December.

Phosphorus

Phosphorus is a common constituent in many wastewater discharges and a pollutant that has the potential to negatively impact the quality of Minnesota's lakes, wetlands, rivers, and streams. Phosphorus promotes algae and aquatic plant growth, often resulting in decreased water clarity and oxygen levels. In addition to creating general aesthetic problems, these conditions can also impact a water body's ability to support healthy fish and other aquatic species. Therefore, phosphorus discharges are being carefully evaluated throughout the state.

The Permittee is required to prepare a Streamlined Phosphorus Management Plan (PMP) and submit it to the MPCA within 180 days of permit issuance. While the PMP does not require specific reductions at this time, the MPCA strongly encourages the Permittee to identify and eliminate/reduce sources of phosphorus to, and improve phosphorus management within, the facility. However, the Permittee should be aware that new or expanding discharges may be required to actively manage and reduce phosphorus, including complying with new or more restrictive phosphorus effluent limits. Please review these permit requirements carefully.

Guidance for considering phosphorus in the wastewater treatment system and preparing a PMP can be found on the MPCA's website at https://www.pca.state.mn.us/water/phosphorus-management-plans or the University of Minnesota's website at https://www.mntap.umn.edu/greenbusiness/water/phosphorus.htm. For additional information about completing the PMP, please contact the MPCA at 651-282-6143 or 800-657-3864.

Total Suspended Solids (TSS)

Suspended solids may include both organic and inorganic matter. The inorganic compounds may include sand, silt, clay and precipitated metals. The organic fraction may include such materials as wood fibers and unsettled biomass from biological treatment systems.

These solids may settle out rapidly and bottom deposits are often a mixture of both organic and inorganic solids. Solids may be suspended in water for a time and then settle to the bed of the stream or lake. They may be inert, slowly biodegradable materials, or rapidly decomposable substances. While in suspension they increase the turbidity of the water, reduce light penetration, and impair the photosynthetic activity of aquatic plants. Suspended solids may kill fish and shellfish by causing abrasive injuries, by clogging gills and respiratory passages, by screening out light and by promoting and maintaining the development of noxious conditions through oxygen depletion. Suspended solids also reduce the recreational value of water.

Impairments

The following table lists the current impairments for the immediate receiving water.

AUID or Lake ID#	Waterbody	Pollutants or impairment
09020103-532	Otter Tail River	Dissolved Oxygen, Mercury in Fish Tissue, Turbidity, Fishes Bioassessments, Arsenic
	Red River of the North	Mercury in Fish Tissue, Mercury in Water Column, Arsenic, E. coli, Fecal Coliform, Turbidity, Dissolved Oxygen

Total Maximum Daily Load (TMDL) Study

To address water quality impairments, a TMDL study of the Otter Tail River Watershed (Watershed) may be conducted. The study will determine the capacity to assimilate pollutant loads as the basis for recommendations of wasteload allocations (WLAs) for point sources and load allocations for nonpoint sources in the Watershed. An appropriate balance of point and nonpoint source controls that attain water quality objectives will be selected with full stakeholder involvement. Based on the results of the TMDL study, the permit may be reopened and effluent limitations for this facility may be re-examined. This permit will be modified or reissued as needed to incorporate effluent loading recommendations from the TMDL study.

The Red River of the North has been identified as impaired, and is currently on the EPA-approved MPCA 303d Impaired Waters List, for Escherichia coli. The Facility monitors fecal coliform as a state discharge restriction (SDR) of 200 organisms per 100 milliliters.

Pond system

The acceptable discharge periods for discharges from this Facility are listed in the "Pond System" section of the permit. A copy of the Stabilization Pond Discharge Guidance can be found on the MPCA's website at: http://www.pca.state.mn.us/publications/wq-wwtp7-06.doc.

Total facility requirements

Certified laboratory

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Effective January 1, 2013, all Minnesota municipal, county, or industrial laboratories that analyze wastewater per Clean Water Act requirements must be certified by the MPCA or the Minnesota Department of Health. Information regarding MPCA laboratory certification is located on the MPCA's website at http://www.pca.state.mn.us/4p44whk. If there are any questions concerning MPCA laboratory certification, please contact the MPCA at 1-800-657-3864 or by email at ga.questions.mpca@state.mn.us. Commercial laboratories doing these analyses must maintain Minnesota Department of Health certification.

Electronic Discharge Monitoring Reports (eDMRs)

The eDMRs, Sample Values/Operational Spreadsheets, and related attachments shall be electronically submitted via the MPCA e-Services (https://rsp.pca.state.mn.us/TEMPO RSP/Orchestrate.do?initiate=true). Paper copies of DMRs will no longer be accepted. The eDMR and Sample Value/Operational Spreadsheets are generated directly from the limits and monitoring requirements in the reissued permit for the facility. They are generated by the Pollution Control Data Specialist assigned to manage the data for the facility and will be available online within 30 days of the permit action, please make sure to download the most recent version of the eDMR and Sample Value/Operational Spreadsheet prior to submitting the next monthly eDMRs.

Antidegradation and anti-backsliding

Antidegradation: Changes to the facility may result in an increase in pollutant loading to surface waters or other causes of degradation to surface waters. If a change to the facility will result in a net increase in pollutant loading or other causes of degradation that exceed the maximum loading authorized through conditions specified in the existing permit, the changes to the facility are subject to antidegradation requirements found in Minn. R. 7050.0250 to 7050.0335. The permit does not propose to allow a new or increased discharge and does not trigger antidegradation.

Anti-backsliding: Any point source discharger of sewage, industrial, or other wastes for which a NPDES Permit has been issued by the MPCA that contains effluent limits more protective than those that would be established by Minn. R. 7053.0215 to 7053.0265 shall continue to meet the effluent limits established by the permit, unless

the permittee establishes that less protective effluent limits are allowable pursuant to federal law, under section 402(o) of the Clean Water Act, United States Code, title 33, section 1342. The permit complies with Minn. R. 7053.0275 regarding anti-backsliding.

Term of permit

The effective date of the permit and the permit expiration date will be determined at the time of issuance.

The Agency has made a preliminary determination to reissue this NPDES/SDS permit for a term of approximately five years.



We have prepared a quote for you

Lenovo ThinkPad Quote

PREPARED FOR

City of Vergas

PREPARED BY

Joe Kelly

Account Manager

Main: Email: joe.kelly@gocorptech.com Web:



Hardware

Description	Price	Qty	Ext. Price
Lenovo ThinkPad E15 Gen 2-ARE 15.6" Rugged Notebook - Full HD - 1920 x 1080 - AMD Ryzen 7 4700U Octa-core (8 Core) 2 GHz - 16 GB RAM - 512 GB SSD - Black - AMD Chip - Windows 10 Pro - AMD Radeon Graphics - In-plane Switching (IPS) Technology -	\$1,022.79	1	\$1,022.79
	S	ubtotal:	\$1,022.79

Main:

Email: joe.kelly@gocorptech.com

Web:



Lenovo ThinkPad Quote

Prepared by:

Corporate Technologies

Joe Kelly

joe.kelly@gocorptech.com

Prepared for:

City of Vergas 117 E Main St

Vergas, MN 56587 Julie Lammers

(218) 342-2091 jlammers@cityofvergas.com

Quote Information:

Quote #: 004276

Version: 1

Delivery Date: 10/12/2021 Expiration Date: 11/08/2021

Quote Summary

Sales Rep: Joe Kelly

Description	Amount
Hardware	\$1,022.79
Total:	\$1,022.79

ALL SERVICES ARE PROVIDED PURSUANT TO CORPORATE TECHNOLOGIES' TERMS AND CONDITIONS, WHICH HAVE BEEN PROVIDED TO CUSTOMER AND WHICH ARE INCORPORATED HEREIN, AVAILABLE ONLINE AT WWW.GOCORPTECH.COM/RESOURCES/TC/. WITH SIGNATURE, CUSTOMER ACKNOWLEDGES TERMS AND CONDITIONS HAVE BEEN READ AND ACCEPTED AND AGREES TO A CREDIT REVIEW. CUSTOMER WILL PROVIDE ADDITIONAL INFORMATION IF NECESSARY.

A down payment may be required prior to placing this order.

Corporato Tochnologios	City of Vorgo
Corporate Technologies	City of Vergas

Signature:	Joe Kelly	Signature:			
Name:	Joe Kelly	Name:	Julie Lammers		
Title:	Account Manager	Date:			
Date:	10/12/2021				

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City Council 2021 October Council Meeting & Public Hearing Vergas Event Center and Zoom Id number 267-094-2170 (password 56587) 6:30 PM on Tuesday, October 12, 2021

13. Information & Announcements

- a. Comprehensive Planning Public Meeting, Oct. 19, 2021, 7:00 pm Billy's
- b. League of MN Cities October 27, 2021, 8:30 am 9:30 am Vergas Event Center