

**Event Center Advisory Board
2022 October Event Center Meeting
Vergas Event Center and Zoom Id number 267-094-2170 (password 56587)
6:30 PM on Monday, October 10, 2022**

- 1. Approval of the Agenda**
- 2. Chair of Event Center Advisory Board**
- 3. Minutes**
August 3, 2022
- 4. Status of Recommendations to City Council**
Free and reduced fee schedule.
Fee schedule update.
- 5. Building Update**
- 6. 2022 Income and Expense**
- 7. Lion's Lease Agreement**
- 8. Electronic Sign**
- 9. Member Terms**

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**Event Center Advisory Board
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1. Approval of the Agenda

Files Attached

- 11-26-2023 Request for Reduced Event Center Rate-Festival of Trees Event.pdf
- VCC Insurance 2-22 - 2-23.pdf

**City of Vegas
Vegas Event Center
Free Use or Reduced Rent Policy**

Introduction: To create a decision framework for the City to handle requests for free use or reduced rent of the Vegas Event Center.

Policy:

1. All requests will be evaluated on a case-by-case basis.
2. Requests must be made in writing using the approved form.
3. Requests must be made before the date of the event(s).
4. Requests will be scored by City Staff, reviewed by the Vegas Event Center Advisory Board, and if recommended, sent to the City Council for approval.
5. Advisory Board decisions may be appealed to the City Council.
6. Requests are scored along two criteria: value to the community and cost to the City.
 - a. Value to the Community: recognizes events that do not duplicate an existing service, are free or low-cost to the community, are targeted to an underserved population, and have an established expectation in the community.
 - b. Cost to the City: recognizes that there are both opportunity costs and marginal costs to the City for allowing free or reduced rent for an event. Events that minimize both of those costs are in the best financial interest of the City.
7. Fundraising events will not be recommended to the City Council.
8. Free use of the Event Center will require a damage deposit consistent with existing Event Center Policy.
9. City boards, committees, and departments will not need to request free use of the Event Center.
10. Approved requests will still require a completed rental agreement to be submitted to the City Office.
11. Approved requests must complete a post-event evaluation form.
12. Requestor must ensure that any additional cleaning or setup labor is provided by the organization.

Vergas Event Center
Free Use or Reduced Rent Request

Event Name: Vergas Community Club Festival of Trees

Requested Event Date(s): November 17 – 20th **Event Time(s):** All Day

Sponsoring Organization: Vergas Community Club

Requestor's Contact Information: Natalie Fischer/ 218.242.0592

Requesting: ☐ Free Use of Event Center ☒ Reduced Rent ☐ Other: _____

Please Describe the Event:

The event will include a display and silent of auction of approximately 30 or more decorated trees. The proceeds from the Silent auction will be put into a Christmas fund that will be used to pay for decorations for our Small Town Christmas. One thing our VCC would like to do soon is purchase custom Loon Street lights that can be left up all year. Regular streetlights cost between \$500 to \$1000 per light and the VCC purchases all of them. The custom would probably be at the high end of the range.

Does something like this event already occur or exist in Vergas? Explain.

No. We have a small-town Christmas event on Small Business Saturday but that is a 'free event' for the public and costs the VCC approximately \$2,500. No fund raising is done for this.

Is there a cost to attendees? ☒ Yes ☐ No

If there is a cost, is there a process for a reduced admission? Explain.

There will be a cost per person of \$25 that will be for Spanky appetizer and one free drink from Spanky's cash bar.

Does your event target an underserved population? Explain.

No

Has this event already happened at the Event Center? Explain.

No.

During this calendar year, is this a single event, multiple events, or will it have an indefinite end date?

Will this event be serving food? ☒ Yes ☐ No **Explain.**

Will this event be serving alcohol? ☒ Yes ☐ No **Expl**

Will the purpose of this event be raising money?

Yes, it is to raise money for City Beautification and Decorations for the Holidays.

Does this event happen from Sunday through Thursday or Friday through Saturday?

We would like to get the Event Center Thursday through Sunday. This will allow for setup and teardown.

Will your organization provide any additional cleaning or setup work?

The sub-committee will be responsible for setup and cleanup.

Will your event need any of these facilities:

<input type="checkbox"/> Smart Room	<input checked="" type="checkbox"/> Kitchen	<input checked="" type="checkbox"/> Main Room
<input checked="" type="checkbox"/> Sound System	<input type="checkbox"/> Projector	<input checked="" type="checkbox"/> Bar
<input type="checkbox"/> Oven	<input type="checkbox"/> Stage	<input type="checkbox"/> Electronic Sign

Does your organization have insurance for this event? Can you provide proof to the City Office?

The VCC has insurance, and it can be provided.

Would you be able to attend the VEC Advisory Board Meeting to present your request?

No.

Please write any additional comments below:

While this is a fund-raising event it is for city decorations that keep Vergas vibrant and active. I do believe we need to charge for events to pay the bills of the Event Center and to keep it updated but in this case feel the dues have been paid. Each year the VCC has donated thousands of dollars to the Event Center. Just last year the VCC donated \$5,000 for the Security System; the prior year almost \$12,000 for the outside remodel; and prior years donated all Maple Fest earning to different projects on the Event Center Committee's list (typically around \$1,700 each year). Also note that VCC is also the underwriter for the current grant that is being pursued to remodel the inside with new flooring, etc. Most improvements to the Event Center have been semi-funded by the Vergas Community Club.

Please consider letting the Vergas Community Club use the room free or at a minimal cost just to account for electricity, etc.

City Office Use Only

Scores Community Value: _____ City Cost: \$1,000.00

Date Received: 10 / 03 / 2022 VEC Agenda Date: 10/10/2022

Recommend to Council? ☐ Yes ☐ No Council Approved? ☐ Yes ☐ No

Check List:

☐ Notify Requestor
☐ Attach to Rental Agreement
☐ Damage Deposit
☐ Evaluation/Comment Form
☐ File



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

Policy No. CPS7521436

Effective Date 02/12/2022

12:01 A.M., Standard Time

Named Insured VERGAS COMMUNITY CLUB

Agent No. 22005

Item 1. Limits of Insurance

Coverage	Limit of Liability	
Aggregate Limits of Liability	\$ <u>1,000,000</u>	Products/Completed Operations Aggregate
	\$ <u>1,000,000</u>	General Aggregate (other than Products/Completed Operations)
Coverage A—Bodily Injury and Property Damage Liability	\$ <u>1,000,000</u>	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	\$ <u>100,000</u>	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B—Personal and Advertising Injury Liability	\$ <u>1,000,000</u>	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C—Medical Payments		any one person subject to the Coverage A occurrence and the General Aggregate Limits
		\$ <u>5,000</u>

Item 2. Description of Business

Form of Business:

- ☐ Individual
 ☐ Partnership
 ☐ Joint Venture
 ☐ Trust
 ☐ Limited Liability Company

☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:
SEE SCHEDULE OF LOCATIONS

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:

Other Premium: \$ 500 MP

Total Premium: \$ 500 MP

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

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3. Minutes

August 3, 2022

Files Attached

- 2022-08-03 Event Center Agenda Minutes.pdf

CITY OF VERGAS
Event Center Advisory Minutes
Vergas Event Center & Zoom Teleconference
6:30 P.M. on Wednesday, August 3, 2022

The City of Vergas Event Center Advisory Committee was called to order by Chairperson Logan Dahlgren on Wednesday, August 3, 2022 at 6:34 pm with the following members present: Logan Dahlgren, Julie Lammers, Paul Haarstick, Paul Pinke, Lyle Krieg and Mary Ditterich. Absent: Vanessa Perry. Guests included: none.

Approval of the Agenda

Motion by Pinke, seconded by Haarstick to add “Artwork” and approve the agenda. Motion carried unanimously.

Approval of Minutes

Motion by Pinke, seconded by Krieg to approve the meeting minutes. Motion carried unanimously.

Council Recommendations

No updates

Artwork

Jerry Thurman has framed, old newspapers that we found when the Tweetons had renovated the Fredholm house located on East Spirit Lake. Current owner has no use and was wondering if the City would like them. Motion by Haarstick, seconded by Pinke to thank them for the offer, but politely decline. Current owners should ask the Otter Tail County Historical Society if they would like to view them. Motion carried unanimously.

Presentation from Custom Concrete Coatings

Vendor was not present to make demonstration. Lammers showed some samples of the work and an estimate from them. Lammers updated the committee on the Blandin Foundation grant in partnership with the Vergas Community Club. The \$50,000 grant would hopefully pay for new flooring, painting, doors between the kitchen and main area, and a commercial freezer. Motion by Pinke, seconded by Haarstick to recommend to Council to move forward with applying for the grant.

Building Update

Thermostat covers have been replaced. A new thermostat with remote access has been installed in the main area of the Event Center and will allow city staff to remotely manage the temperature.

2022 Income and Expense

Lammers presented to the committee the income and expense report.

2023 Budget

Lammers presented the revised budget. Service orgs are strongly encouraged to complete lease paperwork when renting the facility.

Free or Reduced Rent Policy

Motion by Haarstick, seconded by Ditterich to recommend to Council to approve the Free or Reduced Rent Policy. Motion carried unanimously.

Lion’s Lease Agreement

Tabled until September 7, 2022. Lammers has offered to attend a Lion’s meeting to answer any questions. Lammers will connect with Lion’s members to answer any outstanding questions.

Electronic Sign

Still looking for advertisers for the remaining spot on the sign.

Council Recommendations

- Move forward with applying for the Blandin Foundation grant with the Vergas Community Club.
- Approve the Free or Reduced Rent Policy and form.

Follow up Actions

- None

The business for which the meeting was called having been completed, the meeting was adjourned at 7:24 p.m.

Respectfully submitted,

Paul Haarstick, Secretary

DRAFT

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4. Status of Recommendations to City Council

Free and reduced fee schedule.
Fee schedule update.

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6. 2022 Income and Expense

Files Attached

- 2022 Event Center Income and Expenses.pdf

	<u>Budget</u>	<u>Actual</u>
<u>2022 Income</u>		
Rent/Event Center (36225)	29,900.00	11,686.41
Deposits/Bar Fees	1,000.00	1,125.00
Event Center other related charges (362	6,000.00	13,040.00 *
Contributions & Donations (36230)	2,000.00	348.00
Refunds & Reimbursements (36233)	0.00	0.00
Total of 2022 Income	<u>\$38,900.00</u>	<u>\$26,199.41</u>

<u>2022 Expenses</u>		
Part-Time Employees (103)	300.00	0.00
Employer Cont./Soc.Sec. (122)	0.00	0.00
Professional Services	2,500.00	2,162.56
Office Supplies (200)	100.00	0.00
Operating Supplies (210)	1,700.00	2,586.80
Repair & Maint. Supplies (220)	1,000.00	745.58
Internet	1,000.00	828.00
Security Services (300)	1,000.00	0.00
Advertising	3,500.00	1,773.00
Insurance (360)	1,900.00	2,997.00
Rug Rental (370)	1,000.00	0.00
Utility Services (380)	6,000.00	6,242.53
Rubbish Service (384)	1,500.00	924.03
Repair & Maintenance (400)	2,000.00	3,256.23
City Share/Assessments (440)	400.00	196.44
Improvements (530)	15,000.00	0.00
Refunds & Reimbursements	0.00	1,725.00
	<u>\$38,900.00</u>	<u>\$23,437.17</u>

Total Income and Expenses \$2,762.24

*Electronic Sign Advertising 10,000.00
 2022 Balance (\$7,237.76)

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7. Lion's Lease Agreement

Files Attached

- Vergas Building Space Lease Agreement.pdf

BUILDING SPACE LEASE

THIS AGREEMENT, made this ___ day of _____, 2022, by and between the City of Vergas, a Minnesota municipal corporation, P.O. Box 32, 111 Main St, Vergas, MN 56587 hereinafter referred to as "Lessor" or "City," and The Vergas Lions Club, hereinafter referred to as "Lessee."

RECITALS

- A. The City provides community recreation, education and wellness services and programs at the "Vergas Event Center," a municipal recreation facility owned and used by the City as part of its program of public recreation as authorized by Minn. Stat. 471.191 Subd. 1 (hereinafter the "Facility").
- B. The City has determined that it is advisable to lease the herein described portion of the Facility to Lessee, a nonprofit club, and has recommended to the Council that the City consent and agree to this Building Space Lease.

NOW THEREFORE, in consideration of the matters recited above, and of the mutual benefits and obligations set forth in this concession lease, and other good and valuable consideration, the City of Vergas as Lessor and the above identified Lessee do hereby agree as follows:

1. **LEASE.** Lessor does hereby remise, lease, and let unto Lessee, and Lessee does hereby hire and take from Lessor possession of the defined portion of the Facility consisting of the closet adjacent to the bar area of the Event Center hereinafter referred to as the "Premises," to have and to hold said premises just as they are without liability or obligation on the part of the Lessor of making any further alterations, improvements, or repairs of any kind on or about said premises, except as herein provided, for the term herein provided.

2. **TERM OF LEASE.** The term of this lease shall begin September 13, 2022 and end on December 31, 2023. There shall be no automatic renewal of this lease.

3. **RENT.** Lessee shall pay rent for the premises to the City of Vergas, on behalf of Lessor, the sum of \$1 per annum, payable upon the signing of this lease. Should Lessee fail to pay any expense allocated to Lessee by this lease, Lessor may pay the same and the amounts so paid by Lessor shall, at Lessor's option on notice to Lessee, be considered additional rent due and owing in full of Lessee to Lessor with the first installment of rent thereafter due and payable and may be collected and enforced as by law and this lease provided for failure to pay rent.

4. **LEGAL DESCRIPTION.** In the event it becomes necessary or desirable to record this lease at the office of the Otter Tail County Recorder, Lessee hereby authorizes Lessor to attach the legal description of the leased premises to this lease and hereby agrees to incorporate the same into the provisions of this lease.

5. **QUIET ENJOYMENT.** Lessee shall keep and maintain said premises during the aforesaid term and quit and deliver up said premises to Lessor peaceably and quietly at the end of any lease term, or at any previous termination thereof for any cause, in as good order, condition, and state of repair, reasonable use, and wear thereof, and inevitable accidents excepted, as the same now are.

6. **IMPROVEMENTS.** Lessee shall not remodel the premises in any manner, including but not limited to changing the dimensions of the interior or adding any additional square footage to the concession.

7. **COMMON AREAS.** Lessee shall have the right to use the common hallways, automobile parking areas, driveways, footways and loading facilities in the building area available for the nonexclusive use of the City, all to be subject to the terms and conditions of this Building Space Lease Agreement and to other reasonable rules for the use thereof prescribed by Lessor. Lessor shall have the right to make changes or revisions to the common areas of the building and building area and Lessor shall have the right to construct building alterations or additional buildings as Lessor shall deem appropriate in the sole discretion of Lessor.

8. **CONDITION OF PREMISES/UTILITIES.** Lessee will put and keep said premises continually in a neat, clean, and respectable condition.

9. **ENTRY BY LESSOR.** Lessee shall permit Lessor, their agents, contractors, or employees to enter said premises at all reasonable times to view them, or to make repairs, alterations, or improvements to the premises, building or parts, a part of which is herein leased, and insert such tools, appliances, and pipes as they may deem necessary for the purposes of making said repairs, alterations and improvements, Lessee hereby waives any and all claims and demands for loss or damage, or diminution of rent on account thereof, or on account of any obstruction to sidewalk, entrance, or windows. Lessee will also provide one key to the Lessor. Lessor will give notice prior to entry with said key.

10. **COMPLIANCE WITH LAW.** Lessee shall not commit or permit any action to be performed on the premises which will be in violation of any statute, regulation, or ordinance of any

governmental body or which will be in violation of any insurance policy carried on the premises.

11. **ASSIGNMENT/SUBLEASE.** Lessee may not assign this lease or sublet the premises or any part thereof, whether by voluntary act, operation of law or otherwise, without the prior written consent of Lessor in each instance. Written consent by Lessor to one assignment of the lease or to one subletting of the premises or any portion thereof shall not be a waiver of Lessor's rights under this lease as to any subsequent assignment or subletting.

12. **CASUALTY.** If fire or other casualty shall render the premises untenable, this lease shall terminate.

13. **NO PARTNERSHIP CREATED.** This Lease shall not be deemed to give rise to a partnership relationship and neither party shall have authority to obligate or bind the other in any manner whatsoever without the other party's written consent.

14. **HOLDOVER.** In the event that Lessee remains in possession of the premises after expiration of the lease term without the renewal or execution of a new lease, Lessee shall be deemed to be occupying the premises as a tenant from month to month, subject to all of the conditions, provisions, and obligations of this lease in so far as they are applicable to a month-to-month tenancy. Lessor does not waive its rights under such circumstances to any of the other terms of this lease.

15. **INSURANCE BY LESSEE.** Lessee shall assure that Lessee's use and occupancy is covered by any and all necessary insurance.

16. **LESSOR DEFAULT.** Lessor shall not be deemed to be in default under this lease until the Lessee has given written notice specifying the nature of the default and the Lessor does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) to cure.

17. **HOLD HARMLESS/INDEMNITY.** Except in the event of negligence or intentional act of the Lessor, their agents or its employees, the Lessee agrees to save, hold harmless, defend, and indemnify the Lessor against any liability for damages to any person or property in or about the premises, or as a result of Lessee's occupancy of the premises. Except in the event of negligence or intentional act of the Lessor, its agents or its employees, Lessor and shall not be liable to the Lessee, its agents, employees, representatives, customers, or invitees for any personal injury, death, or damage to property caused by theft, burglary, water, gas, electricity, fire, or any other cause

occurring in or about the premises. All property kept, stored, or maintained on the premises shall be so kept, stored, or maintained at the sole risk of Lessee.

18. **LIENS.** Lessee agrees to promptly pay all sums of money in respect of labor, services, materials, supplies, or other equipment furnished or alleged to have been furnished to Lessee in or about the premises. Lessee hereby covenants and agrees that the Lessee will not permit or allow any mechanics or materialmen's liens to be placed on the Lessor's interest in the premises during the term hereof. Notwithstanding the previous sentence, however, in the event that such lien shall be so placed on the Lessor's interest, the Lessee shall take all necessary steps to see that it is removed within thirty (30) days of its being filed; provided, however, that the Lessee may contest any such lien provided the Lessee first posts a surety bond, in favor of and insuring the Lessor, in an amount equal to One Hundred Twenty-five percent (125%) of the amount of any such lien.

19. **COSTS/ATTORNEY FEES.** If any action at law or in equity shall be brought in court to recover any rent under this lease or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this lease or for the recovery of the possession of the premises, Lessor shall be entitled to recover from Lessee its reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

20. **SUCCESSORS AND ASSIGNS.** This lease shall be binding on and shall inure to the benefit of the parties hereto and their respective assigns and successors.

21. **AMENDMENT/MODIFICATION.** No amendment, modification, or waiver of any condition, provision, or term of this lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

22. **SEVERABLE.** Each provision, section, sentence, clause, phrase of this lease is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease. This lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

23. **LESSEE DEFAULT.** If any term, condition, or covenant of this lease to be by Lessee

kept or performed, shall be violated or neglected then, and in any of such said cases, the Lessee does hereby authorize and fully empower Lessor, or Lessor's agents, to cancel and annul this lease after 5 days notice for breach of the obligation to pay rent, and after 10 days notice of default for any other incident of default, during which periods Lessee has the right to cure such default, and if such default is not so cured by Lessee the Lessor shall have the right thereafter to re-enter and take possession of said premises by force, if necessary, without any other notice of intention to re-enter and remove all persons and their property therefrom, and to use force and assistance in affecting and perfecting such removal as Lessor may deem advisable to recover full and exclusive possession of all of the said demised premises whether in possession of Lessee or of third persons, or vacant; or, Lessor or Lessor's agent may, at its option, after such default or violation of condition or covenant re-enter and take possession of said premise, without such re-entry working a forfeiture of the rents to be paid and covenants to be kept by Lessee for the full term of this lease. In such case Lessor shall be obligated to attempt to mitigate its damages.

24 **INTERPRETATION.** This agreement has been made following negotiations and review by the parties, and it is, therefore, not to be construed against either party because of its draftsmanship. This lease should be construed according to the laws of the State of Minnesota.

25. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Lessee must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Lessee pursuant to this Lease agreement. Lessee is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Lessee receives a request to release data, Lessee must immediately notify the City. Lessee agrees to defend, indemnify, and hold the City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Lessee's officers,' agents,' partners,' employees,' volunteers,' assignees,' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Lease agreement.

26. **COMPLETE AGREEMENT.** This lease contains the entire understanding of the parties hereto with respect to the lease of the concession contemplated hereby.

27. **EXECUTION.** This Building Space Lease Agreement may be executed by the parties in separate counterparts and delivered by e-mail in .pdf format, by facsimile and/or by printed

document, each separately executed counterpart of which shall be considered as an original of this Agreement and shall be afforded the same force and effect as a duly signed original and each of which shall be binding upon the parties hereto, even if an executed counterpart is delivered only by e-mail in .pdf format or by facsimile.

(2 separate signature pages attached)

LESSEE:

By:
Its:

STATE OF MINNESOTA)
):ss
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, a Notary Public, within
and for said County, personally appeared _____, who
executed the foregoing instrument on behalf of _____, Lessee,
as its _____ .

NOTARY STAMP

Notary Public
My commission expires:

LESSOR: CITY OF VERGAS,

THE CITY OF VERGAS, MINNESOTA

By: Julie Bruhn
Its: Mayor

By: Julie Lammers
Its: City Clerk

STATE OF MINNESOTA)
):ss
COUNTY OF OTTER TAIL)

On this _____ day of _____, 20_____, before me, a Notary Public, within and for said County, personally appeared Julie Bruhn, Mayor and Julie Lammers, City Clerk, who executed the foregoing instrument on behalf of the City of Vergas, a Minnesota municipal corporation.

NOTARY STAMP

Notary Public
My commission expires:

THIS INSTRUMENT WAS DRAFTED BY:
RAMSTAD, SKOYLES & WINTERS, P.A.
Thomas P. Winters
City Attorney
114 Holmes Street West
Detroit Lakes, MN 56501
(218) 847-5653