

City Council
2023 January Council Meeting
Vergas Event Center & Zoom Id number 267-094-2170 password 56587
6:30 PM on Tuesday, January 10, 2023

1. Call to Order

Council Member Bruce Albright will be attending the meeting from Kapuskasing, Ontario 760 Arthur St W Thunder Bay Canada.

2. Oath of Office

Mayor - Julie Bruhn

Council Members - Dean Haarstick and Paul Pinke

3. Council Orientation

4. Mayor's State of Address

5. Citizens' Concerns

6. Agenda Additions and Deletions

7. Approval of Consent Agenda

1. Council Minutes of the December 13, 2022 and Public Hearing December 29, 2022
2. Bills paid between Council meetings and Council bills
3. Liquor Store bills for December 2022
4. Late water/sewer bills
5. 2022 Investment Schedule/Bond Schedule
6. General Fund Special Revenue Money Market Account
7. 2022 Statement of Receipts, Disbursements and Balances
8. American Rescue Plan Funding 2021-2026
9. LG220 Application to Conduct Off-Site Gambling

8. Set Time, Place and Date of Regular 2023 Meetings

9. Appointment of Acting Mayor

10. Appointments

- A. Council Portfolios
- B. CDH-Vergas Fire Board Representative - Julie Bruhn
- C. Planning Commission Representative and Appointments- Bruce Albright, Judy Kvam and Rebecca Hasse
- D. Economic Development Authority and Housing Redevelopment Authority Representative and Member - Bruce Albright and Duane Ditterich
- E. Event Center Advisory Board Members- Vanessa Perry and Bev Flateland
- F. Appoint City Attorney- Ramstad, Skoyles and Winters, P.A.
- F. Designate Official Newspaper - Frazee-Vergas Forum
- G. Designation of official pace of advertisement of projects: www.cityofvergas.com
- H. Designate Official Depositories: Vergas State Bank

11. Lawrence Lake Acres Variance

12. Committee Reports

- A. Parks
- B. Event Center
- C. Heartland and Heart of Lakes Trail Plan
- D. Veteran's Memorial Park & Pickle Ball
- E. Personnel
 1. Drug and Alcohol Testing Policy
- F. Streets/Sidewalks/Yard Waste
 1. Complete Streets presentation

13. Ordinances

1. Tetrahydrocannabinol Product Sales
2. 71.04 Declaring Snow Emergency, Parking Requirements
3. 72.03-72.07 Snowmobiles
4. 91.02 Cats and Dogs

14. Staff Reports

1. Utilities Superintendent Report
2. Liquor Store Manager Report

15. Information & Announcements

Available until Feb. 1, 2023 Board of Review

Training <https://www.revenue.state.mn.us/board-appeal-and-equalization-training>

- a. MN Rural Water Conference – March 7-9, 2023 (DuFrane) St Cloud
- b. MN Clerks and Finance Officers – March 21 -24, 2023 (Lammers) St Cloud
- c. Local Board of Review, April 5, 2023 Vergas Event Center Council Chambers, 1:00 pm (Mayor, Council and Lammers)
- d. IIMC Conference - May 14-17, 2023 (Lammers) Minneapolis
- e. Clerks Advanced Academy- (Lammers)Waite Park
- f. LMC, Loss Control Workshop (DuFrane, Engebretson, Lammers)
- g. League of MN Cities Annual Conference (Mayor, Council & Lammers)
- h. Municipal Beverage Association (MMBA) (Theisen) Arrowwood

16. Adjournment

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5. Citizens' Concerns

Files Attached

- 12.20.2022Concerned Citizen Letter.pdf

To: The Honorable mayor and city council Of Vergas

The Vergas Looneys (a fundraising organization supporting the American Cancer Society) rented the Vergas event center on December 4. The event was a success but several problems arose. They are listed below.

1. The percolating coffee pot did not work. It was not needed to make coffee but to heat the apple cider being provided to the attendees. At the last minute, we had to scramble to find an alternative, which one of our team members was able to accomplish.
2. The commercial coffee maker leaked hot water. Not just a drop or two, it leaked quarts of hot water. We determined that a bucket placed beneath the leaking portal could contain the leak. I taped a small sign above the portal informing any unfortunate future user of the need to keep the bucket there.
3. When the commercial coffee maker was functioning, it produced coffee satisfactorily. Then it started to leak coffee. Again, not just drops but at least a quart of steaming hot coffee. All over the counter. Again, we had to scramble to avoid further inconvenience.
4. There is an exhaust fan switch behind the stage. It was inadvertently turned on before the event and we were at a loss to figure out why there was cold air flooding into the room. Eventually, we figured out the cause and turned off the fan. The switch should have a label which displays what that switch is for. This should be on the FRONT of the switch, not the top.
5. The public address system was difficult to operate. It is a system which is overly complicated for its simple mission. When trying to get it operational, the wireless microphones never worked.

When a building is available for rent to the general public, the renter should have a reasonable expectation the facility is fully functional. In this case, it fell woefully short of that expectation. I believe the Vergas city government has a committee which oversees the event center. Perhaps the council should re-evaluate the personnel on that committee as the present people are wholly inadequate.

Myler F. Lateland

12-20-22

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4. Late water/sewer bills
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6. General Fund Special Revenue Money Market Account
7. 2022 Statement of Receipts, Disbursements and Balances
8. American Rescue Plan Funding 2021-2026
9. LG220 Application to Conduct Off-Site Gambling

Files Attached

- 2022 December 13 Council Agenda & Minutes.pdf
- 12-29-2022 Public Hearing Minutes - Ordinanc Water-Sewer Variance and Ordinance Changes.pdf
- January Claims List for Approval.pdf
- 2023 City Bill Listing.pdf
- 2022 Liquor Store Bill Listing.pdf
- Utility Billing Aged Balances.pdf
- Investment Schedule & Bond Schedule.pdf
- American Rescue Plan Funding 2021-2026.pdf
- LG230 Turn in Poachers Ottertail Chapter application to Conduct Off-Site Gambling.pdf
- Gen Fund_Special Revenue Money Market Account Report.pdf

VERGAS COUNCIL
MEETING MINUTES
VERGAS EVENT CENTER & ZOOM
Tuesday, December 13, 2022

The City Council of Vergas met at 6:30 pm, on Tuesday, December 13, 2022, at the Vergas Event Center and on a Zoom for a hybrid regular council meeting with the following members present: Mayor Julie Bruhn, Council Members: Bruce Albright, Natalie Fischer and Rebecca Hasse. Absent: Paul Pinke. Also present: Clerk/Treasurer Julie Lammers, Utilities Superintendent Mike DuFrane, Attorney Tom Winters, Robert Williams of the Frazee-Vergas Forum, Engineer Brian Green, Sherri Hanson, Patrick Hollister, Shane Poss, Jeff Hattlewick, Paul Pinke and Logan Dahlgren.

Call to Order

Mayor Julie Bruhn called the City Council meeting to order.

Citizens' Concerns

None.

Agenda Additions and Deletions

Motion by Albright, seconded by Hasse to approve the agenda with the following additions: Resolutions for Veteran's Memorial and Pickleball and Snow removal policy. Motion passed unanimously.

Approval of Consent Agenda

Motion by Albright, seconded by Fischer to approve the following consent agenda items removing American Rescue Plan Funding:

1. Council Minutes of the November 10, 2022
2. Bills paid between Council meetings and Council bills totaling \$93,683.28.
3. Liquor Store bills for November 2022 totaling \$46,463.19.
4. Late water/sewer bills
5. 2022 Investment Schedule/Bond Schedule
7. Polling Place Designation
8. LG220 Lion's Calendar Raffle - Feb. 1, 2023
9. Removal of Covid-19 Preparedness Plan
10. Update Policy - Proposals involving permanent(s) and/or activity on City property.
10. 2023 Licenses
 1. Liquor
 - a. Billy's Corner Bar
 - b. Skal
 2. Cigarette
 - a. Vergas Liquor Store
 - b. Olson Oil
 - c. Lakes Area Co-op
11. Employee Training
 - a. MN Rural Water Conference – March 7-9, 2023 (DuFrane) St Cloud
 - b. MN Clerks and Finance Officers – March 21 -24, 2023 (Lammers) St Cloud
 - c. IIMC Conference - May 14-17, 2023 (Lammers) Minneapolis
 - d. Clerks Advanced Academy- (Lammers)Waite Park
 - e. LMC, Loss Control Workshop (DuFrane, Engebretson, Lammers)
 - f. League of MN Cities Annual Conference (Mayor, Council & Lammers)
 - g. Municipal Beverage Association (MMBA) (Theisen) Arrowwood

Motion passed unanimously.

Bruhn reviewed American Rescue Plan Funding 2021-2026, stating she feels we should not complete the spending by dedicating funds to the parks and event center as large purchases are being discussed with water and sewer. Motion by Albright, seconded by Hasse to approve the American Rescue Plan Funding

2021-2026 report with the removal of dedicated spending for event center and parks moving them to the identified community need grid. Motion passed unanimously.

Lawrence Lake Acres Variance

Application has been received from Josh Hanson for a variance from Ordinance 52.06 and 51.08 requiring utilities to be hooked up to municipal service. Hanson is requesting wells and drain fields at each of his lots. Albright reviewed planning commission recommendations in which they requested the Council have a public hearing for the variance, discussed a feasibility study regarding size of lots and amount of lots but the ordinance does not require this information. Fischer reviewed water and sewer committee recommendations and their recommendation to have a public hearing for the variance as they have looked into ordinance and feasibility for the city, and it is not feasible for the city to fund any part of this project. Josh Hanson stated it is not feasible for him to hook up to municipal water and sewer. Winters stated we needed to have a reason for the variance and the cost being unfeasible for this development is not the sole reason to grant variance. Motion by Fischer, seconded by Hasse to hold a public hearing on Thursday, December 29, 2022 at 6:30 pm. Motion passed unanimously.

Bruhn thanked Logan Dahlgren for his service to the City of Vergas and presented him a plaque for his service. Dahlgren stated he had a great time serving the City of Vergas. Bruhn thanked Rebecca Hasse for completing Dahlgren's turn and stated she looked forward to having her serve on the Planning Commission.

Heart of the Lakes Trail Connection to Vergas

Patrick Hollister, Clay County Public Health and Partnership for Health provided an agreement for a grant for the City of Vergas to engineer a trail to the Heartland Trail (trail to Frazee) and the Heart and the Lakes Trail (Pelican-Maplewood-Perham). The City will need to hire a consultant for the purpose of writing the plan, provide Clerk-Treasurer staff time, meeting space, an advisory committee to work with consultant and 2 public meetings. Public meetings will hold in 2 locations one being in Vergas and one by the trail may be in Frazee. Hollister recommended the following for the committee: MN DOT Mary Saffron, Otter Tail County representative either Highway Charles Grotte or Deb Sjostrom, and himself. Two public hearings will need to be held one in Vergas and one in Frazee. Clay County will reimburse the City of Vergas for up to \$15,000 in expenses. Albright questioned if Hollister had recommendations for a consultant. Hollister stated he would not make recommendations, but the following have worked on projects he has worked with: APEX, Ulteig, SRF and KLJ. City Engineer Green stated Widseth has worked on numerous projects, and this is a sufficient amount for a trail plan. Motion by Albright, seconded by Hasse to enter into an agreement with Clay County. Motion passed unanimously.

Easements – Townline Road

Attorney Tom Winters has received signatures on agreements, and they are sent off to Otter Tail County Recorder.

Resolutions

Veteran's Memorial & Pickleball

Resolutions were provided to the Council, Albright stated he has met with the pickleball committee, and they still need signage, and something placed on the gravel located around the pickleball courts. This resolution has not been discussed with the pickleball committee and Albright asked to talk with them before approving the resolution. Pickleball is looking at adding a sign, doing work around the fences and may need a building. The Council noted addition of allowing veteran's memorial to use city water and electricity. Resolutions will be updated and shared with committees and discussed at the January meeting.

Policy Updates

Proposals involving permanent(s) and/or activity on City property.

Bruhn explained the change is adding outlines of future goals and responsibilities to the resolution. Motion by Albright, seconded by Fisher to approve policy as presented. Motion passed unanimously.

Bruhn explained the change of taking home city vehicles and addition of no passengers in the plow truck. Motion by Fischer, seconded by Hasse to approve policy as presented. Motion passed unanimously.

Snow Removal and Ice Control Policy

Reviewed policy changes and moved to ordinance discussion.

Committee Reports

Park Board

Sherri Hanson reviewed the Park Board meeting held on November 17, 2022, (minutes available at the Vergas City Office). Recommended Council approve quote from Widseth for \$6,830 and replace fence for \$17,000.00 and removing existing fence for \$2,875.00 with American Rescue Funds. Bruhn explained the Council decided at the beginning of the meeting to not dedicated funds from the American Rescue Funds and asked park board to supply quotes. Quotes will be in packet for January meeting. Discussed who to be in contact with for who is using the baseball diamond. Requested transfer of capital outlay unspent amount of \$9,500. Motion by Fischer, seconded by Albright to transfer \$9,500.00 to the City money market account. Motion passed unanimously.

EDA/HRA

EDA/HRA meeting minutes of December 6, 2022 (minutes available at the Vergas City Office). No recommendations.

Streets/Sidewalks/Yard Waste

Albright reviewed meeting of December 8, 2022 (minutes not yet available). Complete streets presentation will be provided at the January meeting as Green was unable to attend in person due to weather. Discussed three ordinances: 71.04 Declaring snow emergency, parking requirements, 72.03-72.07 Snowmobiles and 91.02 Cats and Dogs have been updated and we need to have a public hearing to update. Discussed the need to add a cat license fee if we add cats to ordinance. Discussed the issue of enforcing the cat ordinance and live traps being rented from the City. Reason for ordinance is to protect the public. Council asked Attorney Winters if Council can require apartment owners to add to their lease agreements to have their pets licensed. Winters stated we cannot require apartment owners to put certain information in their lease. Discussed temporary dogs needing licenses if they are here more than 14 days – does that mean consecutive. Council decided we are not going to keep track it must add consecutive. Motion by Fischer, seconded by Hasse to update fee schedule to include cats \$10.00 for unaltered and \$8.00 for altered cats. Motion passed unanimously. Snowmobile ordinance cleaned up the wording from past ordinances. Snow emergency discussed cleaning up the wording. County is having difficulty plowing 1st Ave and DuFrane is unable to remove snow from road due to parked vehicles. Discussed right of way and the tractors parked in the county easement area which will be enforced by the county. Planning Commission will be reviewing ordinance regarding residential and commercial parking on property. Motion by Albright, seconded by Hasse to approve resolution including no parking from 12 am to 6 am when snow removal is required. Motion passed unanimously. Discussed courtesy notices on orange tags for cars to be removed for snow removal.

Ordinances

Snow Removal and Ice Control Policy and Ordinance 71.04 Declaration of Snow Emergency; Parking Prohibited.

Discussed how many inches need to fall for cars to not be parked on the street. This policy needs to be reviewed after the ordinance 71.04 is completed so they stay uniform. Discussed plowing and the issues of snow on county roads. According to the snow emergency ordinance there is an emergency at 2 inches. Issues are coming from businesses shoveling snow on the street at different times of the day and the County putting the snow as far off to the side as they can. Fischer stated city employees need to remove snow from edge to edge on the one block on Main Street. DuFrane stated he could only do this if he started at 2 am due to parked vehicles on Main Street. Council stated this needs to be addressed with policy and not snow emergency. The streets committee will address the city snow removal policy. Motion by Fischer, seconded by Hasse to make change of after over two inches of snow to enough snow has accumulated to plow. Discussed having a card to put on cars to warn them they need to move their car. Discussed notifying the residents regarding a snow emergency. Clerk will notify media, add to Facebook and website and signs at area businesses.

Ordinance 91.02 Dogs and Cats

Motion by Fisher, seconded by Hasse to add cats to the ordinance. Motion passed unanimously.

Ordinance 72.031-72.07 Snowmobiles

Motion by Fischer, seconded by Albright to accept the recommended changes from the Vergas Planning Commission for ordinances 72.031-72.07. Motion passed unanimously.

Motion by Albright, seconded by Hasse to have public hearing on all three ordinances as part of the public hearing on Thursday, December 28, 2022. Motion passed unanimously.

CDH-Vergas Fire Board

Bruhn reviewed the budget meeting of the CDH-Vergas Fire Board. Motion by Fischer, seconded by Hasse to approve a 10% increase of the 2023 budget, increasing the city portion of the budget to \$1,196.00. Motion passed unanimously.

Motion to hold public hearing on the following ordinances immediately following the public hearing for the variance on December 29, 2022. Motion passed unanimously.

Planning Commission

Albright reviewed Planning Commission meeting minutes of October 24, 2022 (minutes available at the Vergas City Office). No recommendations.

Water and Sewer Committee

Fischer reviewed Water/Sewer Committee meeting minutes of November 15, 2022, November 22, 2022 and December 5, 2022 (minutes available at the Vergas City Office). Lammers has been asked to educate the citizens on grease traps and send letter to area food businesses.

Event Center

Lammers reviewed Event Center meeting of December 7, 2022 (minutes not yet available). No recommendations.

Staff Report

Utility Superintendent

DuFrane stated the snowplow is back from repairs and currently operational. Bruhn questioned needing to go for bid on backup snow plowing as policy states city will use a contractor when assistance is needed. Motion by Fischer, seconded by Albright to proceed with a bid for contractor when snow removal backup is needed. Motion passed unanimously.

Clerk-Treasurer Report

Lammers reviewed liquor store financial status of CD 20097 maturing on December 9, 2022 for \$71,467.95. Lammers proposed cashing the CD and purchasing a CD with funds and adding additional \$75,000 for previous years profits of the liquor store. CDs are currently 12 months for 1.75% and 24 months for 2%. Council Members discussed remodeling or building plans that have been mentioned by the Liquor Store Manager and raising interest rates. Motion by Albright, seconded by Hasse to cash CD 20097 and purchase a CD for \$146,469.95 from Vergas State Bank for 12 months at 1.75% interest. Motion passed unanimously. Lammers reviewed special revenue money market account and the transfer of capital outlay not spent from the 2022 budget. Motion by Albright, seconded by Hasse to transfer \$5,000 for City Shop, \$16,000 for Event Center, \$10,000 for event center sign, \$1,000 for general fund, \$9,500 for parks, \$7,500 for sand sealing, \$3,000 for sidewalk, and \$18,000 for street improvements and equipment for a total of \$70,000.00 Motion passed unanimously.

2023 Budgets

General Fund

Bruhn reviewed budget committee recommendations of the proposed budget numbers for 2023. Motion by Albright, seconded by Fisher to approve the resolution 2022-10 (complete copy of resolution located at the

city office and on the city web page) for the proposed 2023 budget of \$429,608.00. Motion passed unanimously.

Sewer and Water Fund

Fischer reviewed water and sewer committee recommendations of the proposed budget numbers for 2023 water and sewer budgets. Motion by Hasse, seconded by Fisher to approve the 2023 sewer budget for \$125,925.00 and the water budget of \$133,700.00. Motion passed unanimously

Information & Announcements

Board of Review Training, available until Feb. 1, 2023, encourage all Council Members to complete. Mayor Bruhn has completed the training.

Local Board of Review is scheduled for April 5, 2023 at the Vergas Event Center Council Chambers at 1:00 pm. Meeting for Mayor, Council Members, and Clerk-Treasurer Lammers.

Adjournment

Meeting was adjourned at 8:45 pm.

Julie Lammers, CMC
Vergas Clerk-Treasurer

VERGAS COUNCIL
PUBLIC HEARING MEETING MINUTES
VERGAS EVENTS CENTER & ZOOM
Thursday, December 29, 2022

The City Council of Vergas met at 6:30 pm, on Thursday, December 29, 2022, at the Vergas Event Center and on a Zoom for a hybrid public hearing with the following members present: Acting Mayor Natalie Fischer, Council Members: Rebecca Hasse, Paul Pinke and Bruce Albright. Absent: Julie Bruhn. Also present: Clerk/Treasurer Julie Lammers, Dean Haarstick, Josh Hanson, Sherri Hanson, Shelly Bunkowske, Keith Bunkowske, Loren Menz, Engineer Jeff Kuhn, Attorney Tom Winters, Neil Strawhorn, Terri Usher and Shane Poss.

Acting Mayor Natalie Fischer called the Public Hearing to order and reviewed items to consider the proposed Water and Sewer Variance on parcel 82000500024000 (Lawrence Lake Acres); changes to Ordinance 91.02 regarding Dogs and Cats; Ordinance 71.04 regarding declaration of snow emergency; parking requirements and Ordinance 72.03-72.07 Snowmobiles of the Vergas, Minnesota Code of Ordinances.

Engineer Jeff Kuhn reviewed the requirements of a variance for the City to be able to grant. The public hearing is used to provide facts to satisfy all three of the statutory factors, the city needs to grant a variance. 1. Use property in a reasonable manner: The first practical difficulties factor is that the property owner proposes to use the property in a reasonable manner. This means that the landowner would like to use the property in a particular reasonable way but cannot do so under the rules of the ordinance. It does not mean the land cannot be put to any reasonable use whatsoever without the variance. 2. Circumstances unique to the property: The second practical difficulties factor is that the landowner's plight is due to circumstances unique to the property not caused by the landowner. The uniqueness generally relates to the physical characteristics of the property; that is, to the land and not caused by the landowner. The statute further states that economic considerations alone cannot create practical difficulties. 3. Maintain essential character of the locality: The third practical difficulties factor is that the variance, if granted, will not alter the essential character of the locality. In addition to the three-factor practical difficulties test, a city evaluating a variance application should make findings as to: whether or not the variance is in harmony with the purposes and intent of the ordinance, and whether or not the variance is consistent with the comprehensive plan.

1. Proposed Water and Sewer Variance on parcel 82000500024000 (Lawrence Lake Acres); Current ordinances states:

§ 52.06 CONNECTION TO SYSTEM REQUIRED; USE OF PRIVATE WELLS.

(C) New Dwelling Unit or Buildings. Each lot, piece or parcel of property in the City of Vergas, abutting on any street, avenue or alley in which a municipal water main is laid, and upon which a new dwelling unit or any other buildings is to be constructed, is required to be connected with the municipal water system of the City provided the dwelling unit or building served is within 200 feet of the edge of the street closest to the dwelling unit or building.

§ 51.018 MANDATORY INSTALLATION OF SERVICE CONNECTION TO PUBLIC SEWER.

(C) *Structures Where Service Not Previously Available.* As the public sewer becomes available to a property serviced by a private wastewater disposal system, a direct connection shall be made to the public sewer within 365 days, in compliance with this chapter, and within 35 days thereafter any septic tanks, cesspools, and similar private wastewater disposal systems shall be cleaned of sludge. The bottom of any such private wastewater disposal system shall be broken to permit drainage, and the tank, pit, or vault shall be filled with suitable material. The public sewer system will be considered available when the property to be serviced is adjacent to the public sewer or when any structure on the property that generates wastewater is within 200 feet of the public sewer.

Variance requests private wells and drain fields.

Developer Josh Hanson stated the development is supported by the City of Vergas Comprehensive plan by providing rental and low-income housing. Hanson has looked at many avenues for public water and sewer and it

is not fiscally feasible to put in for 24 lots in this large of an area.

Loren Menz stated he was forced to hook up to water and sewer and to his standpoint this is not consistent. For three years he paid for city water and did not have it, having this allowed would not be consistent. Ordinances are ordinances and a variance is a permission to break the law. He also stated the ordinance is in place and it should be withheld.

Keith Bunkowske questioned pollution control. Hanson stated there is a MPCA plan in place and a permit in place. Lots along the lake are a minimum of 150 feet. This is a general development lake and requires the 150 foot lot minimum. The City minimum lot size is 6,000 square feet in the city. When homes are built in Vergas, they are covered by the City zoning for lots within 500 feet of lake shore under both lakeshore and zoning. Shelley Bunkowske asked what is the why, for this variance, Pinke stated it was all based on feasibility. Kuhn asked attorney if it could strictly be based on feasibility. Winters stated that yes cost can be the answer to all three questions, but all three questions will need to be considered before a decision is made. Hasse stated the committee has looked at every possible thing to make water/sewer possible for the city.

Questioned of where road was going to be laid out was discussed. The road will connect to Glenn and W Lake Streets. Dean Haarstick questioned the quality of the water in this area as homes located on W Lake Street have very rusty water. Sewer drain fields will need to be repaired or replaced every 15 years, do property owners want to take care of this?

Lammers read letter sent from Greg Schmidt. Terri Usher commented, we have a local business owner willing to take on this development for the betterment of Vergas offering single affordable lots in Vergas. Live in Vergas, shop in Vergas. Families will build and bring others to the amazing Village of Vergas. This variance will offer opportunities for many.

Ordinance 91.02 regarding Dogs and Cats; changes ordinances to license cats.

Fischer reviewed the change to this ordinance is adding cats.

Menz commented regarding cats not being able to run freely with collars on – they will either remove or get hung. Haarstick stated if the City gets rid of all the feral cats, we will have a mice issue in the city. Currently we also have an issue with the amount of rabbits in the city. Lammers reviewed a phone call from a resident stating they had no issue with the change in ordinance but would like to know what the city plans to do with all the feral cats running around town. Purpose of this ordinance is for public safety and assurance for vaccinations for both cats and dogs.

Ordinance 71.04 regarding declaration of snow emergency; parking requirements.

Fischer reviewed changes to ordinance and there was no comments from the public. Comment was made that a snow emergency needs to be a major event and not meant to be used every time it snows.

Ordinance 72.03-72.07 Snowmobiles

Fisher reviewed changes to the ordinance which was outdated and rewritten by the planning commission.

Lammers reviewed one phone call she took regarding the ordinance. They wondered what could be done with the snowmobiles riding on the boulevard they tend to ride outside of the right-of-way. They have spoken with the county regarding this concern and calling sheriff who will not be able to get here in time there is not much can be done.

Public Hearing adjourned at 7:32.

Julie Lammers
City Clerk-Treasurer

Response to questions needing to be answered to be approved by Council. Answers are provided by Natalie Fischer after the meeting.

1. Use property in a reasonable manner **The first practical difficulties factor is that the property owner proposes to use the property in a reasonable manner. This factor means that the landowner would like to use the property in a particular reasonable way but cannot do so under the rules of the ordinance.** It does not mean that the land cannot be put to any reasonable use whatsoever without the variance. For example, if the variance application is for a building too close to a lot line, or does not meet the required setback, the focus of the first factor is whether the request to place a building there is reasonable. RELEVANT LINKS: League of Minnesota Cities Information Memo: 3/1/2021 Zoning Decisions Page 3 2. Circumstances unique to the property
 - I think this is covered. Obviously, he plans is to use the property in a reasonable manner.
2. **The second practical difficulties factor is that the landowner's plight is due to circumstances unique to the property not caused by the landowner. The uniqueness generally relates to the physical characteristics of the particular piece of property;** that is, to the land and not personal considerations of the landowner. The statute further notes that economic considerations alone cannot create practical difficulties.
 - There were no personal considerations for the landowner – we really wanted the water and sewer to work and pushed for it. We looked at every avenue to get water/ sewer out there. The property is unique – not prime property at all. Also, it is not adjoining to any current water and sewer lines. The lots behind it have private water/ sewer. It would not be sellable as it is, specifically into housing lots. It will take a lot of work to make it into something that will be appealing for a person to buy a lot – and yes, economic considerations are part of it...cannot stand alone but can be included. We should grow and we will be impacted by the sales of this via taxes and supporting downtown businesses.
3. **Maintain essential character of the locality** The third practical difficulties factor is that the variance, if granted, will not alter the essential character of the locality. This factor generally contemplates whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area.
 - Again – obviously will maintain essential character and loyalty – will not alter. Our own lots on Scharf avenue are larger and made them more sellable than if they were at a normal city lot size.

Date Range : 12/9/2022 To 1/11/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
01/10/2023	Aramark	Event, rugs and towels Inv 2520117313 Dec. 22	23434	\$74.20			
					100-45110-210-	EVENT CENTER	\$74.20
01/10/2023	Colonial Life	Employee, insurance employee reimbursed Jan 2023	23435	\$182.24			
					100-41405-999- 609-49751-999-	Clerk Liquor Store - Manager - Off-Sale	\$58.12 \$124.12
01/10/2023	Michael DuFrane	St, Parks, Water, Sewer, cell phone December 2022	23436	\$75.00			
					100-43110-321- 100-45210-321- 601-49440-321-	Highways, Streets & Roadways Parks Water Utilities - Administration and General	\$18.75 \$18.75 \$18.75
					602-49490-321-	Sewer Utilities - Administration and General	\$18.75
01/10/2023	Matthew Engebretson	St, Pk, reimbursed cell phone Dec. 2022	23437	\$25.00			
					100-43110-321- 100-45210-321-	Highways, Streets & Roadways Parks	\$12.50 \$12.50
01/10/2023	Gopher State One Call	Wtr, Swr, Locates December 2022	23438	\$6.75			
					602-49490-210-	Sewer Utilities - Administration and General	\$3.38
					601-49440-210-	Water Utilities - Administration and General	\$3.37
01/10/2023	Hawkins, Inc	Wtr, chemicals Inv# 635353 Dec. 2022	23439	\$1,178.84			
					601-49440-218-	Water Utilities - Administration and General	\$1,178.84
01/10/2023	Lakes Country Service Cooperative	GG, 2023 Membership	23440	\$115.00			
					100-41010-345-	GENERAL GOVERNMENT	\$115.00

Date Range : 12/9/2022 To 1/11/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
01/10/2023	Julie Lammers	Cell Phone, reimbursement December 2022	23441	\$75.00			
					100-41405-321-	Clerk	\$25.00
					601-49440-321-	Water Utilities - Administration and General	\$25.00
					602-49490-321-	Sewer Utilities - Administration and General	\$25.00
01/10/2023	Capital One Trade Credit	Street, rope Mac's Detroit Lakes Dece. 2022	23442	\$24.00			
					100-43110-240-	Highways, Streets & Roadways	\$24.00
01/10/2023	Otter Tail County Treasurer -	Streets, salt/sand Dec. 2022	23443	\$302.58			
					100-43125-210-	Ice and Snow Removal	\$302.58
01/10/2023	OtterTail Lakes Country Tour Assn	Event, LS Advertising 2023	23444	\$300.00			
					100-45110-340-	EVENT CENTER	\$150.00
					609-49751-340-	Liquor Store - Manager - Off-Sale	\$150.00
01/10/2023	Madison National Life Ins Co, Inc	Employee short term Insurance (Jan-March 2023)	23445	\$211.08			
					100-45210-130-	Parks	\$26.72
					601-49440-130-	Water Utilities - Administration and General	\$26.72
					602-49490-130-	Sewer Utilities - Administration and General	\$26.72
					100-41405-130-	Clerk	\$17.28
					100-49751-130-	Liquor Store - Manager - Off-Sale	\$86.92
					100-43110-130-	Highways, Streets & Roadways	\$26.72
01/10/2023	Northland Trust Services, Inc	St, \$985,000 General Obligation Improvement Bonds Services Paying and Interest	23446	\$53,470.63			
					412-41010-611-	GENERAL GOVERNMENT	\$13,470.63
					412-41010-601-	GENERAL GOVERNMENT	\$40,000.00

Date Range : 12/9/2022 To 1/11/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
01/10/2023	Otter Tail Power Company	All depts, utility (Dec 2022)	23447	\$3,445.18			
					100-45110-380-	EVENT CENTER	\$610.79
					100-43010-380-	City Shop	\$177.66
					100-45210-380-	Parks	\$181.07
					601-49440-380-	Water Utilities - Administration and General	\$746.90
					602-49490-380-	Sewer Utilities - Administration and General	\$429.92
					100-43160-380-	Street Lighting	\$1,298.84
01/10/2023	Steve's Sanitation, Inc.	Park & Event, garbage	23448	\$266.96			
					100-45210-384-	Parks	\$150.80
					100-45110-384-	EVENT CENTER	\$116.16
01/10/2023	Kyle Theisen	LS, cell phone reimbursement	23449	\$25.00			
					609-49751-321-	Liquor Store - Manager - Off-Sale	\$25.00
01/10/2023	Vergas State Bank	G.O. Improvement refunding Bonds, Series 2015A	23450	\$26,921.25			
					220-47010-611-	DEBT SERVICE	\$1,921.25
					220-47010-601-	DEBT SERVICE	\$25,000.00
01/10/2023	Vergas State Bank	Gen Obligation Water Rev Note, Series 2022A (MN Rural Water Micro-Loan)	23451	\$13,320.00			
					607-47010-611-	DEBT SERVICE	\$1,320.00
					607-47010-601-	DEBT SERVICE	\$12,000.00
01/10/2023	Vergas Hardware	All Depts, supplies December 2022	23452	\$115.45			
					100-43110-210-	Highways, Streets & Roadways	\$91.47
					100-41010-210-	GENERAL GOVERNMENT	\$23.98
01/10/2023	Widseth Smith Notlting & Assoc. Inc	Engineering 2022	23453	\$1,365.00			
					100-43110-303-	Highways, Streets & Roadways	\$1,365.00

Date Range : 12/9/2022 To 1/11/2023

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
01/10/2023	Lakes Area Co-operative	Streets, 2022 operating fuel	26347	\$742.17			
					100-43110-210-	Highways, Streets & Roadways	\$742.17
01/10/2023	Olson Oil Co.	St, 2022 operating supplies	26348	\$178.00			
					100-43110-210-	Highways, Streets & Roadways	\$178.00
01/10/2023	Leighton Broadcasting	Event, 2022 advertising	26349	\$100.00			
					100-45110-340-	EVENT CENTER	\$100.00
01/10/2023	RMB Environmental Laboratories, Inc	Water, 2022 Chemicals	26350	\$152.46			
					601-49440-218-	Water Utilities - Administration and General	\$152.46
01/10/2023	Blue Cross Blue Shield of Minnesota	Employees Health Insurance Premium, Jan. 2023	26351	\$3,301.23			
					100-41405-131-	Clerk	\$212.15
					601-49440-131-	Water Utilities - Administration and General	\$362.11
					602-49490-131-	Sewer Utilities - Administration and General	\$362.11
					100-43110-131-	Highways, Streets & Roadways	\$362.11
					100-45210-131-	Parks	\$362.11
					609-49751-131-	Liquor Store - Manager - Off-Sale	\$1,640.64
Total For Selected Claims				\$105,973.02			\$105,973.02

Date Range : 12/9/2022 To 1/11/2023

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

CITY OF VERGAS

Bill Listing for December 15, 2022 to January 5, 2023

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
Adobe Reader	All Depts., Computer Program	16.10
Aramark	Shop, towels	26.00
ASP of Moorhead, Inc	Event, security guards	108.00
Card Member Service	Street, tow rope and GG, plaque & laminator	418.76
Cash	Petty cash, postage	52.49
City of Vergas	Payroll	8,574.35
Colonial Life	Employee Insurance, reimbursed by employees	182.24
Corporate Tech.	Computer Services	447.40
Driveway's Services	Street, blade	500.00
Frank's Auto Body of Perham	Street, snowplow repairs	329.46
Great Plains Natural Gas	Event, Shop, utility	524.35
Internal Revenue Services	2022 & 2023 Withholding Tax	3,327.69
Josh Hanson	CDA Grant, reimbursed by Otter Tail County	3,443.23
Lake Region Electric	Sign, electricity	43.42
League of MN Cities	GG, Dues	549.00
League of MN Cities	Mayor, Dues	30.00
Marco Inc.	Copier, contract	229.30
MN Dept. of Revenue	Sales Tax	83.21
MN Dept. Revenue	2021 & 2022 Withholding Tax	611.01
Perham Office Supplies	Shop, calendar	19.98
Productive Alternatives	Event, cleaning	191.11
Public Employees Retirement Assoc.	Payroll	1,724.21
Vergas State Bank	Shazam Card	1.00
Victor Lundeen Company	All Depts, Checks	425.77
Total		<u>\$21,858.08</u>

City of Vergas Liquor Store Checks Paid in December 2022

Vendor	Description	Total
Absolute Ice		\$107.30
Aramark	Rugs	\$83.35
Artisan Beer Company		\$554.80
Arvig Communications	Security, Phone, TV, Internet	\$577.00
Bergseth Bros		12,173.10
Beverage Wholesalers		2,708.88
Blue Cross Blue Shield of MN	Employee, health insurance	\$1,640.64
Breakthru Beverage Mn		3,226.08
Card Member Services	Supplies	473.76
City of Vergas	Utility	59.97
City of Vergas	Payroll	4,840.27
Colonial Life	Employee, reimbursed insurance	124.12
D-S Beverages		2,608.04
Great Plains Natural Gas	Utility	\$142.36
Hanson's Plumbing & Heating	Furnace Filter	\$50.37
Henry's Foods Inc		\$1,077.28
Internal Revenue Service	2022 Withholding Tax	1,424.82
Johnson Brothers Liquor Co		4,153.57
Klockow Brewing Company		120.00
Leighton Broadcasting	Advertising	100.00
Merchant Services	Credit Card Fees	752.99
MN Life Insurance Company	Employee Life Ins.	239.10
MN Dept. of Revenue	Sales Tax	4,553.79
MN Dept. Revenue	2022 Withholding Tax	196.50
NCR	Credit Card Fees	69.90
Otter Tail Power Company	Utility	456.38
Paustis Wine Company		199.00
Phillips Wine & Spirits		6,046.58
Public Employees Retirement Assoc.	Payroll	\$891.72
Southern Glazer's Wine & Spirits		5,062.72
Theisen, Kyle	Cell Phone	25.00
Viking Coca-Cola Bottling Co		321.65
Vergas Hardware	Supplies	7.99
Vinocopia		437.99
	Total	<u>55,507.02</u>
	December Receipts	<u>60,380.23</u>
December Balance		<u>\$4,873.21</u>
	January - November Operating Income	\$13,324.40
2022 Total Income (Loss)		<u>\$18,197.61</u>

AGED BALANCES

CITY OF VERGAS

DATE: 01/04/2023 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
80	N	PENNEY, JOYCE	\$97.72	\$85.89	\$21.77	\$0.00	\$205.38
361	N	RHONDA UEKE	\$109.29	\$99.94	\$112.22	\$48.65	\$370.10
405	N	HODNEFIELD, PATRICK	\$93.22	\$81.20	\$70.85	\$0.00	\$245.27
502	N	TJ JOHNSON	\$102.41	\$97.83	\$113.79	\$0.00	\$314.03
530	N	DANIEL HOARD	\$84.44	\$78.52	\$69.02	\$46.71	\$278.69
570	N	TONY LICENSE	\$120.53	\$101.30	\$90.91	\$154.96	\$467.70
621	N	WOODS, CASSANDRA	\$123.51	\$105.19	\$94.44	\$90.33	\$413.47
711	N	OLSON, SHELBY	\$172.18	\$160.65	\$117.02	\$0.00	\$449.85
1180	N	WANNA BE	\$235.58	\$132.85	\$170.68	\$287.00	\$826.11
1361	N	LONGTIN, TRISHA	\$89.07	\$84.74	\$77.86	\$0.00	\$251.67
2000	N	LENDE, BRIAN	\$111.75	\$117.59	\$44.41	\$0.00	\$273.75
3001	N	MEYER, SAPPHIRE	\$98.75	\$89.26	\$96.09	\$0.00	\$284.10
3100	N	TAMI RUST	\$75.41	\$69.15	\$62.87	\$56.55	\$263.98
Totals(13):			\$1,513.86	\$1,304.11	\$1,141.93	\$684.20	\$4,644.10

City of Vergas
Investment Schedule
2022

	<u>Account Number</u>	<u>12/31/21</u>	<u>Purchase</u>	<u>Sold</u>	<u>Interest Earned</u>	<u>11/30/22</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
General Fund	325657	93,877.81	70,000.00	0.00	158.34	164,036.15	0.30	MMDA
Street Debt Service 2006	19919	10,013.55	0.00	10,036.27	22.72	(0.00)		Sold
Sewer Reserve	19753	26,790.22	0.00	0.00	120.65	26,910.87	0.40	12/27/2023
Sewer and Water Debt Service	19759	37,265.06	0.00	0.00	130.54	37,395.60	0.35	7/17/2023
Liquor Fund	338	0.00	146,467.95	0.00	0.00	146,467.95	1.75	12/9/2023
Liquor Fund	20097	71,290.10	0.00	71,467.95	177.85	0.00		Sold
Totals		239,236.74	70,000.00	81,504.22	610.10	228,342.62		

City of Vergas
Bond Schedule
2022

<u>Title</u>	<u>Purchase Date</u>	<u>Beg. Balance</u>	<u>Interest Rate</u>	<u>Bank</u>	<u>Maturity Date</u>	<u>Balance 12/31/2021</u>	<u>Interest Due 12/31/2022</u>	<u>Total Due 12/31/2022</u>
General Obligation Improvement Refunding Bonds, Series 2015A	12/15/2015	\$299,000.00	2.43%	Vergas State Bank	2/1/27	278,315.75	33,263.00	252,315.75
2009 Gen. Obligation Water/Sewer Refunding Bonds	6/9/2009	\$475,000.00	4.09%	US Bank N.A.	1/1/23	187,150.00	83,352.50	270,502.50
General Obligation Improvement Refunding Bonds, Series 2019A	6/11/2019	\$985,000.00	3.10%	Northland Trust	2/1/40	1,351,645.72	352,715.09	1,311,645.72
General Obligation Water Revenue Note, Series 2022A	2/1/2022	\$132,000.00	2.00%	Vergas State Bank	2/1/32	146,920.00	14,920.00	146,920.00
Total		\$1,891,000.00						1,834,463.97

American Rescue Plan Funding 2021-2026

Identified Community Need	Source Identifying	Estimated Cost	Priority Ranking	Date Council Approved
Infrastructure: Generators for 1 Water Plant, 1 Fire Hall, 5 lift stations	Emergency Management Mitigation Action Plan			
Infrastructure: Higher grade dehumidifier for the	Utilities	\$2,470.00	1	9/14/2021
Lost Revenue: Event Center track type unit to provide barrier between kitchen & event area and flooring.	Event Center Committee	\$10,000	5	
Infrastructure: Paint Water tower out of these funds to keep water costs down that are passed onto residents.	Residents	\$123,000		
Broadband Infrastructure; IT Support (All computers/ipads)	City	\$2,400.00	3	9/14/2021
Infrastructure: Heaters for Water Plant	Utilities			
Municipal Building Telephone System	General Government	\$2,030.00	5	3/8/2022
It Support - Fire Wall and Microsoft 365	General Government	\$4,373.00	3	9/14/2021
NDSU Landscaping Phase 1 of Long Lake Park	Parks	\$1,250.00	2	1/11/2022
GIS Mapping	General Government	\$4,600.00	5	7/12/2022
Camera's	General Government	\$3,450.00	6	10/11/2022
Parks	General Government	\$11,347.19		
Event Center Floors	Event Center Committee	\$40,000.00	5	

Income:

9/7/2021 Grant Funds	18,623.80
11/22/2021 Grant Funds	609.88
6/28/2022 Grant Funds	19233.67

Total Income

\$38,467.35

Expenses:

Dehumidifier	Water Plant	2,470.00
Fire Wall	General Government	848.44
Microsoft 365	General Government	1,124.56
Computer Tech. Support	General Government	2,400.00
NDSU Landscaping	Parks	1,250.00

Total Expenses - reported 04/30/2022 report

\$8,093.00

Telephone System	Telephone System	General Government	977.16
GIS Mapping	Widseth Mapping System	General Government	4,600.00
City Camera System	Arvig	General Government	\$3,450.00

Total Income

\$17,120.16

Total in Fund

\$21,347.19

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: TURN IN POACHERS OTTERTAIL CHAPTER License Number: 05574-003

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: 218-841-3741

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 2 / 4 / 23 to 2 / 4 / 23

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): 120 WEST LINDEN ST VERGAS Zip: 56587 County: OTTERTAIL

- Do not use a post office box.
- 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 raffles)

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 total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: 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: <u>City of Vergas</u>	County Name: _____
Date Approved by City Council: <u>Jan 10, 2023</u>	Date Approved by County Board: _____
Resolution Number: <u>2023-001</u> (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: <u>Julie Lammers</u>	Signature of County Personnel: _____
Title: <u>Clerk-Treasurer</u> Date Signed: <u>01/10/23</u>	Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>Local unit of government must sign.</p> </div>	TOWNSHIP NAME: _____
	<p>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.)</p>
	<p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

Tina C. Brueggeman
Signature of CEO (must be CEO's signature; designee may not sign) Date _____

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 alternative format (i.e. large print, braille) upon request.

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.

General Fund/Special Revenue Money Market Account

	2022 Balance	Interest	2022 Interest	2022 Purchased	2022 sold	12/31/2022 Balance
City Shop	3,043.22	3.24%	5.13	5,000.00		8,048.35
Easements	5,215.99	5.56%	8.80			5,224.79
Event Center	1,953.47	2.08%	3.29	16,000.00		17,956.76
Event Center Electronic Sign	0.00	0.00%	0.00	10,000.00		10,000.00
General	10,463.93	11.15%	17.65	4,000.00		14,481.58
Park	14,110.62	15.03%	23.80	6,500.00		20,634.42
Sand Seal (Seal Coating)	23,867.92	25.42%	40.26	7,500.00		31,408.18
Sidewalk	11,862.83	12.64%	20.01	3,000.00		14,882.84
Street Improvements/Equipment	23,359.83	24.88%	39.40	18,000.00		41,399.23
Balance	\$93,877.81	100.00%	\$158.34	\$70,000.00	\$0.00	164,036.15 ***

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

West Central Initiative
Vergas Community Fund
Balance Sheet
November 30, 2022

	General Fund	Event Center Fund	Trails, Parks and Recreation Fund	Veteran's Memorial Fund	Economic Development Fund	Total
ASSETS:						
Wells Fargo US Govt 1	\$124.22	\$582.56	\$5,269.81	\$84,561.93	\$15,195.52	\$105,734.04
Unconditional Pledges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allowance for Unconditional Pledges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pledge Discount To Present Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Receivable Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Assets	\$124.22	\$582.56	\$5,269.81	\$84,561.93	\$15,195.52	\$105,734.04
LIABILITIES:						
Payable To	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accounts Payable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grants Payable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Liabilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FUND BALANCES	\$124.22	\$582.56	\$5,269.81	\$84,561.93	\$15,195.52	\$105,734.04
TOTAL LIABILITIES & FUND BALANCES	\$124.22	\$582.56	\$5,269.81	\$84,561.93	\$15,195.52	\$105,734.04

City Council
2023 January Council Meeting
Vergas Event Center & Zoom Id number 267-094-2170 password 56587
6:30 PM on Tuesday, January 10, 2023

10. Appointments

- A. Council Portfolios
- B. CDH-Vergas Fire Board Representative - Julie Bruhn
- C. Planning Commission Representative and Appointments- Bruce Albright, Judy Kvam and Rebecca Hasse
- D. Economic Development Authority and Housing Redevelopment Authority Representative and Member - Bruce Albright and Duane Ditterich
- E. Event Center Advisory Board Members- Vanessa Perry and Bev Flateland
- E. Appoint City Attorney- Ramstad, Skoyles and Winters, P.A.
- F. Designate Official Newspaper - Frazee-Vergas Forum
- G. Designation of official pace of advertisement of projects: www.cityofvergas.com
- H. Designate Official Depositories: Vergas State Bank

Files Attached

- 2023 Council Portfolio (1).pdf

2023 City of Vergas Portfolio's/Councils/Committees/Boards			
	Council Appointment	Staff Appointment	Citizen Appointments (as applicable)
Acting Mayor	Natalie Fischer	Julie Lammers	
Weed Inspector	Julie Bruhn	Matt Engebretson	
Ongoing inspection during the months of May-October			
Budget	Julie Bruhn Natalie Fischer	Julie Lammers	
Annual meeting in July to establish annual budget for City Council review at September meeting			
Liquor Store/Municipal Building/License	Julie Bruhn Dean Haarstick	Julie Lammers Kyle Theisen	
Bi-annual meeting for Liquor Store to review beginning and end of year budget License meeting when proposing fee changes or new license Municipal Building meets at call of the Utility Superintendent &/or City Clerk to discuss municipal buildings and required action needs.			
Streets/Sidewalks Yard Waste	Bruce Albright Paul Pinke	Mike DuFrane	
As needed to address issues requiring action			
Water & Sewer	Natalie Fischer Dean Haarstick	Mike DuFrane	
Meet annually for budget review and development in November. Other meetings as needed to address issues requiring action			
Emergency Management Safety	Julie Bruhn	Julie Lammers Mike DuFrane	Fire Chief: Jeff Zitzow Rescue: Teresa Goodman
Annual EM review and exercise/training Safety Training oversight and meet as needed to address safety issues requiring action			
Personnel	Julie Bruhn Natalie Fischer	N/A	
Annual evaluation meeting, new hires, probation reviews and as needed to address issues			

Event Center Advisory Board (3 year term with unlimited terms)	Paul Pinke	Julie Lammers	Paul Haarstick (2019-2024) Vanessa Perry (2020-2022/2023-2025) Lyle Krieg & Mary Ditterich (2020-2023) Bev Flateland (2023-2025)
Monthly meeting or at the call of the Chair			
Planning (2 year term. 3 term limit)	Bruce Albright	Julie Lammers	<ul style="list-style-type: none"> Robert Jacoby (2020-2023) Neil Wothe (2021/2022-2023) Judy Kuam (2023-2025) Rebecca Hasse (2023-2025)
Meets 10 months of the year (No meeting July or Dec)			
EDA/HRA (6 year term- 3 term limit)	Bruce Albright	Julie Lammers	Kevin Zitzow- thru 2023 Vanessa Perry- thru 2024 Joy Summers-thru 2025 Duane Ditterich thru 2026
Monthly			
Fire Board	Julie Bruhn	N/A	Fire Chief Candor, Dora, Hobart Township
3 meetings annually- budget, audit, and annual meeting			
Park Advisory Board (Park & Recreation) (3year term- unlimited terms)	Dean Haarstick	Julie Lammers Matt Engebretson	Sherri Hanson (2020-2022/2023-2025) Carol Albright (20-2022/2023-2025) Steph Hogan (2021-2023) Sydney Dahlgren (2021-2023) Tony Sailer (2022-2024)
Meets monthly or at the call of the Chair			

1. Recorded minutes are reviewed by the City Council
2. Minutes contain recommendations to the council. Be clear and specific in terms of background of the issue, aspects reviewed and recommended action(s).
3. Must contain when meeting held, where meeting was held, who was present at the meeting, recommendations, and who was the recorder of the minutes.

City Council
2023 January Council Meeting
Vergas Event Center & Zoom Id number 267-094-2170 password 56587
6:30 PM on Tuesday, January 10, 2023

11. Lawrence Lake Acres Variance

Files Attached

- Variance - water and sewer in development.pdf

Application for Variance
City of Vergas -County of Ottertail
111 E Main Street -PO Box 32
Vergas MN 56587
218-342-2091

400⁰⁰
Application Fee
Receipt Number 149820
Accepted By/Date AL 11/30/2022

Applicant's Name JOSH HANSON Telephone Home: _____ Cell: 218-234-1685

Address: P.O. Box 9 VERGAS MN 56587

Property Owner's Name JOSH HANSON Telephone Home: _____ Cell: _____

Location of Project: _____ Parcel # 82000500024000

Legal Description:

Section 25 Township 137 Range 041 Lake Number: 56-555 Lake Name LAWRENCE Lake Class 6D

Description of Proposed Project: LAWRENCE LAKE ACCESS

Specify the section of the ordinance from which a variance is sought: TITLE V 52.06 (C + POSSIBLE E)
TITLE V POSSIBLY 51.018

Explain how you wish to vary from the applicable provisions of the ordinance: WOULD LIKE TO ALLOW PRIVATE WATER AND SEWER THROUGHOUT LAWRENCE LAKE ACCESS

Please attach a site plan or accurate survey as may be required by ordinance. CITY HAS SURVEY

Please answer the following questions as they relate to your specific variance request:

1. In your opinion, is the variance in harmony with the purpose and intent of the ordinance? Yes ☒ No ☐ Why or why not?
I BELIEVE INTENT OF ORDINANCE WAS TO READ SIMILAR TO THE SAME ORDINANCE

2. In your opinion, is the variance consistent with the comprehensive plan? Yes ☒ No ☐ Why or why not?
OBVIOUS NEED FOR MORE AFFORDABLE HOUSING AND RENTAL UNITS

3. In your opinion, does the proposal put property to use in a reasonable manner? Yes ☒ No ☐ Why or why not?
LARGE LOT SIZES FOR ADDITIONAL HOUSING

4. In your opinion, are the unique circumstances to the property not created by the landowner? Yes ☐ No ☒ Why or why not?
WE ARE ASKING TO HAVE A ROAD BUILT THROUGH THE PROPERTY

5. In your opinion, will the variance, if granted, alter the essential character of the locality? Yes ☒ No ☐ Why or why not?
YES - IT WILL BRING MORE RESIDENTS, BUSINESS AND GROWTH TO THE CITY OF VERGAS

The Planning Commission must make an affirmative finding on all the five criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of the City Code and other applicable ordinances.

Applicant's Signature: Josh E. M. Hanson

Date: 11-30-22

City Council
2023 January Council Meeting
Vergas Event Center & Zoom Id number 267-094-2170 password 56587
6:30 PM on Tuesday, January 10, 2023

12. Committee Reports

- A. Parks
- B. Event Center
- C. Heartland and Heart of Lakes Trail Plan
- D. Veteran's Memorial Park & Pickle Ball
- E. Personnel
 - 1. Drug and Alcohol Testing Policy
- F. Streets/Sidewalks/Yard Waste
 - 1. Complete Streets presentation

Files Attached

- Vergas Park Proposal from Widseth.pdf
- Eastman Fence & Sons Fence Proposal.pdf
- 2022-12-07 Event Center Agenda Minutes.pdf
- 2023-01-04 Event Center Agenda Minutes.pdf
- Confirm of Eng Ser - Heartland and Heart of the Lakes Trail plan.pdf
- Resolution Veterans Memorial Park.pdf
- Drug and Alcohol Testing Policy.pdf
- 12.08.22SSYW.min corrected pdf.pdf
- 12.28.22SSYW.min pdf.pdf
- Custom Concrete Coatings Estimate.pdf
- Resolution Pickleball Court.pdf
- Vergas RFQ 2023 -Snow Removal.pdf

CLIENT: City of Vergas Parks Board

LOCATION: Vergas, Minnesota

SERVICE REQUESTED BY:

DATE: October 18, 2022

PROJECT: Loon Park Masterplan and Preliminary Cost Estimate

DESCRIPTION OF WORK INVOLVED:

This proposal has been written to define the fees associated with the request for a proposal to assist the City of Vergas, MN with creation of a park masterplan and preliminary cost estimate for Loon Park located on the west side of Long Lake in Vergas, MN.

The following proposal will be completed on the above referenced project based on recent meetings that provided a list of site elements the City would like to include in the final masterplan of the park. The concept provided by the City (per NDSU students), will not be used for our final park concepts.

SCOPE OF SERVICES:

1. **Site Visit:** We will conduct a site visit to assess the existing conditions of the park and document location of utilities, access points from County Road 4 and existing site elements. In addition to a site visit we will collect GIS information from the County to create a basemap for the final masterplan.
2. **County Communication:** WIDSETH will reach out to the County Engineers to discuss options for access, review current ROW, and discuss speed limit options for County Road 4. We will maintain an open line of communication throughout the process.
3. **Concept Sketches:** We will begin the masterplan process by creating (2) concept sketches of the proposed park layouts for the main infrastructure elements. This will show the overall relationships between existing and proposed elements and the surrounding area. Elements will be sited based on review of County GIS topography related to grading and drainage and site visit. Elements to be shown on the map Include but not limited to the following:
 - a. Multi-use building with bathrooms, dry kitchen
 - b. Pavilion/amphitheater space
 - c. Additional Parking
 - d. Expanded beach
 - e. Stone Steps/Seating to the lake at the current entrance area
 - f. Incorporation of existing Loon sculpture
 - g. Signage
4. **Meeting #1:** We will meet to discuss the concepts and decide which concept (or combination of the concepts) is preferred moving forward.
5. **Final Park Masterplan:** WIDSETH will move forward based on our meeting with the preferred plan and necessary revisions based on our meeting. The final park masterplan will be laid out to scale and rendered to present a final graphic the City can use as a communication tool for public and private funding requests.
6. **Phasing Plan and Preliminary Estimate of Probable Cost:** WIDSETH will provide an overall graphic

showing the proposed phases on construction based on the final master plan. This will include a preliminary cost estimate broken into the corresponding phases. This will allow the City an opportunity to make informed decisions on how to move the plan forward.

7. **Meeting #2:** We will meet to present our final masterplan and cost estimate to the planning team.

2. EXCLUDED ITEMS:

1. Construction Bidding or Administration services.
2. Distribution of public survey.
3. Summarizing results of the public survey.
4. Coordination and advertisement of committee and public meetings.
5. Providing Boundary Survey's
6. Professional Licensed Survey work beyond the scope of this contract.
7. Outside Services including geotechnical, architectural, engineering, environmental, wetlands.
8. Providing services in connection with future facilities, systems, or equipment, which are not intended to be constructed as a part of this project.
9. Design of off-site improvements.
10. Permitting
11. Detailed Construction Cost Estimate
12. Storm Water Pollution Prevention Plan (SWPPP)

ESTIMATED ENGINEERING COSTS:

Loon Park Masterplan

WIDSETH LABOR & EXPENSES

\$6,830.00

TIME SCHEDULE FOR SERVICES: Complete plans and supporting documents within 60 days of approval.

BILLING METHOD:

- ☐ Hourly
☐ Percentage
☒ Lump Sum
☐ Other

BILLING SCHEDULE:

- ☒ Monthly
☐ Phased
☐ Upon Completion

REMARKS: Billing to be on an hourly basis and per the attached General Provisions. WIDSETH will not exceed stated cost without additional authorization from client.

WIDSETH: agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

WIDSETH SMITH NOLTING

BY: _____
Jeff Kuhn, Vice President

BY: _____
Blaine Green, PE

DATE: _____

APPROVED:

BY: _____

DATE: _____

DATE: _____

ADDITIONAL SERVICES (OPTIONAL):

1. **Supplemental 3D Rendering:** WiDSETH will provide a 3D rendering of the final plan in addition to the 2D graphic if the City decides this is necessary to understand the final design and/or to be successful in their pursuit for funding requests.
2. **Public Involvement:** WiDSETH will provide one online survey to the public through google forms. We will summarize the results of the survey for the team and use this to guide our final masterplan.
3. **Grant Writing:** WiDSETH will provide grant assistance to the City. This will include providing a list of potential public grant options to fund the park and/or assistance in writing and applying for the grants.

PHONE: 218-847-6706

CELL: 218-849-5933

EMAIL: bradley20015@gmail.com

DATE: 10/12/22

PROPOSAL NO: 3

TERMS: payment upon completion

FOB :

TO: Sherril/city of Vergas

REGARDING: fence

We Propose the following:

Furnish Only	XFurnish & Install	XRemove & Install	Other
--------------	--------------------	-------------------	-------

Proposal 3: Remove 440' of 3 rail cedar split rail fence and fill in holes where needed.\$2,875.00

Install 440' of Bufftech Almond 3 rail fence. These fence post can be concreted or
use pea rock. This is a vinyl fence..\$17,000.00

All necessary appurtenances, for the total of..... \$

The above price(s) is (are) firm for a period of 30 days.

Thank you for the opportunity to quote on this project.2

Respectfully submitted by Bradley Eastman

ACCEPTANCE OF PROPOSAL

PROPOSAL NO: _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are
authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____

DATE: _____

CITY OF VERGAS
Event Center Advisory Minutes
Vergas Event Center & Zoom Teleconference
6:30 P.M. on Wednesday, December 7, 2022

The City of Vergas Event Center Advisory Committee was called to order by Chairperson Paul Pinke on Wednesday, December 7, 2022 at 6:37 pm with the following members present: Paul Pinke, Julie Lammers, Mary Ditterich, Paul Haarstick and Vanessa Perry. Absent: Rebecca Hasse and Lyle Krieg. Guests included: none.

Approval of the Agenda

Motion by Ditterich, seconded by Perry to approve the agenda. Motion carried unanimously.

Approval of Minutes

Motion by Ditterich, seconded by Perry to approve the meeting minutes. Motion carried unanimously.

Council Recommendations

City Council approved the change in item 7 of the Policy for free and reduced rent.

2022 Income and Expense

Lammers covered the year-to-date income and expense report with the committee. Revenue has had a strong performance, however insurance expense has increased drastically. Lammers will ask the Council to move the electronic sign money in the money market account to earn more interest.

Electronic Sign

Lammers stated that there is a potential new advertiser that will be purchasing the last spot on the sign.

Building Update

Lammers review the painting and flooring estimates with the committee. Custom Concrete Coatings will be invited to the January meeting to give a presentation and samples.

Fundraising Events

Gun Raffle: Paul and Brenda Dellaneva have donated six guns to be raffled off. There will be 1,000 tickets made and sold for \$20 each. The drawing will be live on February 18 at 5pm at Billy's Corner Bar.

Purse Bingo: February 4th will be a Purse Bingo event at the Event Center. Meals to be provided by Ditterich Mercantile. Tickets will be \$50 and include a meal and 20 games of bingo. Tentative menu to include: wild rice soup, hot turkey and provolone sandwich, fresh fruit, and popcorn for dessert. Doors to open at 5pm and Bingo will start at 5:30. There will be a cash bar at this event. Volunteers Needed.

Rummage Sale: No date set but looking at April, could be done in an online auction format.

Meeting Time

Through consensus, meeting time has moved to 5:30 pm.

Council Recommendations

- Move electronic sign money to money market account

Follow up Actions

- None

The business for which the meeting was called having been completed, the meeting was adjourned at 7:39 p.m.

Respectfully submitted,

Paul Haarstick, Recording Secretary

CITY OF VERGAS
Event Center Advisory Minutes
Vergas Event Center & Zoom Teleconference
5:30 P.M. on Wednesday, January 4, 2023

The City of Vergas Event Center Advisory Committee was called to order by Chairperson Paul Pinke on Wednesday, January 4, 2023, at 5:34 pm with the following members present: Paul Pinke, Julie Lammers, Mary Ditterich, Paul Haarstick and Vanessa Perry. Absent: Rebecca Hasse and Lyle Krieg. Guests included: Colton Smith (via Zoom).

Approval of the Agenda

Motion by Ditterich, seconded by Perry to approve the agenda with the addition of “Letter from Renter” and “Walking”. Motion carried unanimously.

Approval of Minutes

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

Council Recommendations

Electronic Sign money was moved to the money market account.

2022 Income and Expense

Lammers covered the year-to-date income and expense report with the committee. Revenue has had a strong performance for the year—a considerable positive change from the past few years.

Electronic Sign

Lammers stated that the previous party interested in the spot on the sign has stopped communicating. Motion by Perry, seconded by Haarstick to recommend to council to add an event center rental information placeholder to the open spot. Motion carried unanimously.

Building Update

Several tiles have come off the floor and City maintenance personnel have been painting the open spaces a bright orange to prevent trip hazards. Committee was joined by Colton Smith via zoom for a presentation of samples and materials. Smith answered questions from the committee including previous clients, durability of materials, cleaning techniques and maintenance, and estimated timeline.

Due to the deteriorating flooring and growing concern for safety and appearance, a motion was made by Perry and seconded by Haarstick to recommend to council to select Custom Concrete Coatings to repair and replace the flooring by using funds in the money market account, capital improvement money, and the remaining approximately \$20,000 from the 2022 budgeted tax levy or American Rescue Plan Funding (ARPF) funds. Motion carried unanimously

Letter from Renter

Lammers shared a letter addressed to City Council and Mayor regarding issues during a recent rental. Committee discussed issues presented by the letter and noted that some are concerns that are known and being addressed, some concerns were a result of event needs not being properly communicated when the facility was rented, and some concerns may require more renter education about the capabilities of the facility.

Fundraising Events

Purse Bingo: Tickets will be sold online for \$50. All bingo purses have been donated, and several businesses have donated to help reduce expenses. Perry will be donating purses for additional games during the event. TIP will be doing “horse races” during the event. Kevin Zitzow will emcee the non-gaming part of the event. MW Pastry is donating dessert.

Gun Raffle: Tickets are being printed. Printing costs are being donated by TIP. There will be 999 tickets printed and will be made available at various Vergas businesses.

Rummage Sale: Will discuss after the completion of the previous fundraising events.

Walking

Due to the existence of a fitness facility in town and the additional city staff time to open and close the Event Center, there will be no open walking. Parties wanting open walking should register their concerns with the City Office.

Council Recommendations

- Create a rental information placeholder ad in the open spot on the Event Center sign.
- Select Custom Concrete Coatings to repair and replace the flooring by using funds in the money market account, capital improvement money, and the remaining approximately \$20,000 from the 2022 budgeted tax levy or ARPF funds.

Follow up Actions

- None

The business for which the meeting was called having been completed, the meeting was adjourned at 7:10 p.m.

Respectfully submitted,

Paul Haarstick, Recording Secretary

CONFIRMATION OF REQUEST FOR ENGINEERING SERVICES

CLIENT: City of Vergas

LOCATION: Vergas, MN

SERVICE REQUESTED BY:
City of Vergas; Julie Lammers

DATE: Dec 28, 2022

PROJECT: Heart of the Lakes and Heartland Trail Connections to Vergas **WIDSETH#:** XXXXXXXX

DESCRIPTION OF WORK INVOLVED: Provide professional services for the following: Provide a detailed trail plan, and maps as required by the application for the above project.

Deliverables (Trail Plan):

- Project Kick-Off meeting to confirm the scope of the Trail Plan.
- Attend at least one public input meeting in Vergas and one additional public input meeting near the proposed connection to the Heartland Trail in 2023 for the Trail Plan.
- Provide a Trail Plan, that shall at a minimum include maps and recommendations for the following:
 - A future multi-use path between the City of Vergas and the Heart of the Lakes Trail.
 - A future multi-use path between the City of Vergas and the Heartland Trail.
- Provide an electronic version (such as a PDF) of all materials created, including the final Trail Plan.

TIME SCHEDULE FOR WORK: All work by shall be completed by September 30, 2023.

ESTIMATED ENGINEERING COSTS:

Trail Plan and Exhibits– Hourly Estimated	\$ 15,000
Total Cost of Above-described work	\$15,000

Additional Services:

Topo Survey	– Hourly	TBD
Detailed design	– Hourly	TBD

BILLING METHOD:

(X) Hourly

BILLING SCHEDULE:

(X) Monthly

REMARKS: Hourly rates are shown in the attached fee schedule. See attached general provisions.

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

WIDSETH SMITH NOLTING

BY: 
Jeffrey L. Kuhn, P.E.

APPROVED:

City of Vergas

BY: _____

BY: 
Blaine Green, P.E.

DATE: _____

2023 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$130 / Hour
Level II	\$155 / Hour
Level III	\$180 / Hour
Level IV	\$188 / Hour
Level V	\$200 / Hour
Technician	
Level I	\$ 87 / Hour
Level II	\$110 / Hour
Level III	\$130 / Hour
Level IV	\$145 / Hour
Level V	\$160 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$135 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$105 / Hour
Administrative Assistant	\$ 82 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

CITY OF VERGAS
COUNTY OF OTTER TIL
STATE OF MINNESOTA
RESOLUTION 2022-

RESOLUTION ADOPTING THE VETERANS MEMORIAL PARK

WHEREAS, the City Council approved the construction of a Veterans Memorial Park on city property.

WHEREAS, Veterans with the Vergas Lions organization devised the plan for the memorial park and managed the design, construction, and costs and made a commitment to continue to maintain; and

WHEREAS, the Vergas EDA/HRA serves as the fiscal agent in dispersing the funds raised for the Veterans Memorial Park, in collaboration with West Central Initiative; and

WHEREAS, any change in City of Vergas responsibility will require review and approval by the City Council and amendment to the resolution.

THEREFORE, BE IT RESOLVED, that the City of Vergas continued responsibility for the Veterans Memorial Park include and limited to mowing of the lawn, providing use of city water and electricity, and insurance which were city amenities in place prior to the construct of the Memorial Park.

Adopted this day of January 2023 by the City Council of the City of Vergas.

Julie Bruhn, Mayor

ATTEST:

Julie Lammers, City Clerk, Treasurer

City of Vergas
Drug and Alcohol Testing for Employees and Applicants

INTRODUCTION: City Employee's and applicants required to hold a commercial driver's license (CDL) for their job or are in a safety-sensitive position will be tested according to City policy.

Employees are prohibited from being under the influence of alcohol or drugs while on duty; is on the city's premises in the course and scope of employment; while operating city vehicle, machinery or equipment; or when performing any city business.

Policy is in accordance with The Minnesota Drug and Alcohol Testing in the Workplace Act (DATWA).

POLICY:

1. Pre-Employment Testing

- A. Every job applicant, who is required to hold a CDL, and offered employment with the city will receive the job offer conditioned upon successful completion of a drug and alcohol test.
- B. Failure of the alcohol and drug test, a refusal to take the test, or failure to meet the conditions of the offer will result in a withdrawal of the offer.
- C. Temporary or seasonal employees are not generally subject to pre-employment testing, unless determined the position is safety sensitive and impairment would jeopardize the safety and health of self and others. This will be as approved by the City Council.

2. Reasonable Suspicion Testing

- A. Employee's may be subject to drug and/or alcohol testing when reasonable suspicion exists. Reasonable suspicion may be based upon, but not limited to facts regarding appearance, behavior, speech, breath, odor, possession of or use alcohol or drugs as containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance or other circumstances that would cause a reasonable employer to believe a violation of city policy concerning drugs and alcohol
Consistent with Minnesota Statute, employees will be subject to alcohol and/or drug testing when reasonable suspicion exists to believe that the employee:
 - Is under the influence of alcohol or a drug; or
 - Has a violated written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while working, while on city property, or while operating city vehicles, machinery or other type of equipment; or
 - Has sustained a personal injury or has caused another employee to sustain an injury; or
 - Has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident.
- B. Observations and evidence of suspicion will be documented to include specific observations, details, and dates.

3. Random Testing

- A. Testing will be randomly conducted annually for those whose job requires a CDL or has been deemed to be in safety sensitive position.
- B. Random Testing schedule will be under the oversight and coordination by the City Clerk.

4. Testing Process

- A. Applicants/Employees will be driven to the approved laboratory testing facility by their supervisor or a designee. The employee will be provided appropriate arrangements for return transportation to residence.
- B. The City of Vergas is responsible for the costs of testing.
- C. Applicants/employees have the right to refuse to submit to an alcohol and drug test, however refusal will subject an employee to termination and withdrawal of offer of employment for applicants.
- D. Any intentional act or omission by applicant/employee that prevents the completion of the testing process, constitutes a refusal to test.
- E. Applicant/employee who substitutes or attempts to substitute, or alter, or attempt to alter a testing sample is considered a refusal to test.

5. Notification of Results

- A. Notification of Negative Test Result:
The testing laboratory must report results to the city within 3 working days and the City Clerk will notify job applicants/employees in writing of a negative test within three days upon receiving laboratory results. The applicant may request a copy of the test result report,
- B. Notification of Positive Test Result:
The testing laboratory must report results to the city within 3 working days and the City Clerk will notify job applicants/employees in writing of a positive test within three days upon receiving laboratory results. The notification letter will contain further instruction. The applicant/employee has a right to a confirmatory retest, which is to be conducted within 5 days from notice of the test result. The employee/applicant can submit information to explain the test result (i.e. medication being taken).

6. Employment Actions:

- A. Employees taking a lawful drug, including prescription and over the counter drugs which may impair their ability to perform their job responsibilities or pose safety risk to self or others; must advise their supervisor before beginning work. It is the employees responsibility to seek written information from his/her physician or pharmacist. Employees will not be authorized to perform safety sensitive functions.
- B. Driving while impaired in a city owned vehicle at any time during business or non-business hours or in an employee-owned vehicle while conducting city business; may result in discipline; up to and including discharge.

- Reference:** Minnesota Drug and Alcohol Testing in the Workplace Act (DATWA)
League of Minnesota Cities Model Policy regarding Non-DOT Drug and Alcohol Testing
and Drug Free Workplace Act.

Julie Bruhn
Mayor

Julie Lammers
City Clerk-Treasurer

Signature _____ Date _____

Street/Sidewalks/Yard Waste Committee Meeting Minutes
Vergas City Office
December 8, 2022

1.) A meeting of the Vergas Streets/Sidewalks/Yard Waste (SSYW) Committee was held on Thursday, December 8, 2022 at 4:00 PM at the Vergas Event Center. Present was Bruce Albright and Paul Pinke, Vergas City Council; Mike DuFrane, Utility Superintendent; Julie Lammers, City Clerk, Blaine Green, Widseth via Zoom, and Cristi Field, OtterTail County Highway Department. Albright called the SSYW meeting to order at 4:07 PM.

2.) Agenda Additions or Deletions. Lammers wanted to add County Garage to the agenda.

3.) Minutes for the 10/25/22 SSYW meeting were attached in the agenda packet. Pinke said he read them, and made a motion to approve, seconded by Albright, approved.

6.) Snow Removal. The City has been working on a number of changes to the snow removal policies, ordinances, and rules. They will hopefully come to hearings early January, 2023. With the addition this summer of diagonal parking on the west side of South (S) 1ST Avenue (AVE)/ County Road (C.R.) Number (No.). 4, between West (W) Main Street (ST) and East (E) Linden ST, we now have created a snow removal issue. Field said the County's snowplows are 12' wide with an 8' wing. With the relocation of the County Garage from Vergas to Pelican Rapids, it is also going to now take longer to get the City of Vergas County roads plowed. Some type of resolution should be adopted for 1ST AVE S designated above, that includes signs saying "No Parking Nov. 1 to April 1 between the hours of 2:00 AM to 8:00 AM for snow removal". Two signs would be needed, one north and one south of the alley, Field said the signs could be placed on tall plastic traffic delineator posts, as it would be difficult to add steel posts through the concrete sidewalk at this time of the year. DuFrane thought he had a couple of the delineators. Another future option might look at removing the sidewalk on the west side of the AVE. This would give us more room to work with. Also by next year this time, we should have the new parking lot done where the County garage sets now. This should also help to alleviate some of the current parking problems. Albright asked if the County would help fund the sidewalk removal, Field said probably not. Lammers felt the necessary resolution could be handled at the upcoming 12/13/22 Council meeting.

4.) Signs. Field said that the County Sign people have been directed to change the sign on C.R. No. 60 near the intersection with C.R. No. 4 in the near future. The existing sign says "55 MPH", and the new sign will read "End 40 MPH". Hopefully this will help slow down the intersection traffic.

Regarding signs and road right-of-way (R/W), Field has checked the records for C.R. No. 4/ S 1ST AVE. She says they have 35' as measured from the road centerline, and the tractors are parked on the landowner's residential lot within the road R/W. The City contacted the owner of 170 S 1ST AVE, regarding Ordinance 71.08, Prohibiting Parking Areas in Front Yards In Residential Zones regarding the same issue. The homeowner said his property is zoned Commercial. Field said from a County perspective, she could get the tractors moved, as they are a road hazard. She will have a personal field meeting with the owner, before the County sends an official letter.

Regarding an additional sign for the Yard Waste site, Lammers will get pricing from JH Signs and Designs, Perham, MN. She will get two prices for a 4'x4' and a 4' x 8' sign. The sign will say "Yard Waste Permit Holders Only", "See Permit for Rules", "No Commercial Dumping",

“Permits can be Purchased at the City Office or Liquor Store”, and “Camera Surveillance in Use”. Lammers said for 2022, she’s issued 88 resident permits (no charge). For the nearby Townships, it is as follows: Dora - 74, Edna - 57, Hobart/Candor - 47, Lida - 14. Lammers questioned that if a resident leaves town, should they be required to turn in their dumping permit? The Committee talked about prosecuting violators. It could be up to a \$300 fine, with two or more infractions, they loose use of the privilege. DuFrane said we also have the issue of unintended fires. This has happened at least 3 times, and we get billed from the Fire Department. DuFrane has also talked with the Solid Waste Department in Fergus Falls, and would still like to see some more gravel added around the blue bins. Albright said we should calculate some quantities in the spring, and contact the County again.

Regarding the barricades placed on the trail wooden walkway bridge along Long Lake, Albright thought that the south barricade had to be placed closer to the bridge, as right now, a snowmobile can get around the barricade and onto the bridge. DuFrane said he could move it closer to the bridge.

5.) Sidewalk Policy. We talked earlier about the snow removal issues along S 1ST AVE. 71.04 Declaration of Snow Emergency; Parking Prohibited. Is an Ordinance that will come to the Council at their meeting on December 13th. Snow removal on streets and sidewalks gets addressed again in Chapter 93, Streets and Sidewalks. Last year, Albright said we contacted a number of neighboring towns regarding their snow removal policies, A revised Ordinance was drafted in this regard. The Committee felt they would like to see it again before passing It on the Council for them to schedule an Ordinance hearing.

7.) Lawrence Lake Acres. Lammers said the developer has agreed to extend Glenn ST to his subdivision property line, at his expense. Widseth has a “preliminary exhibit and estimate” for the improvement of W Lake ST. Green felt that his cost estimate numbers were pretty good, maybe except for R/W, which we now know on the east end of W Lake ST, we don’t have R/W. Green plans to attend the next Council meeting, where he can present the “preliminary study”.

Regarding the Pavement Management Study, Green said he also plans to present that study at the next Council meeting, and wanted to attend in person for said presentation. Once filed, it will be “public information”.

8.) County Garage Parking. Widseth has presented two options for potential parking, once the building is demolished. Option 1A, is for perpendicular parking on the west side, with two-way traffic, and for a possible 6 parking spots on the east side (parallel parking). Someone thought these could be used for vehicles with trailers in the summer. If the parallel parking is utilized, then the traffic would be one-way (E Linden ST to alley). This is Option 1B. Option 2 is for diagonal parking on both sides, again with one-way traffic, yielding 18-20 stalls. Lammers thought we’ll probably need a fence on the west side of property. Signage for the parking lot could include “No Vehicles Over 24 Hours”. We already know that the Altona Square people would like to rent 7 of the spots for their apartment tenants. The will pay \$10/month for each spot, said fee will be added to their rent.

9.) Adjournment. Albright adjourned the meeting at 5:54 PM.

Respectfully prepared and submitted by;

Bruce E. Albright, City Council Member

Council Recommendations:

- “No Parking” signs for snow removal along S 1ST AVE, between Main and Linden ST.

Follow up Actions:

- Feasibility reports for W Lake Streets.
- Address R/W needs for W Lake ST improvement project.
- Continue to work on R/W needs for East Lake Street and N Railway AVE.
- SSW Committee to continue to work on budgets, and future road funding needs.
- Continue to work on City parking, issue engineer work orders to analyze parking potential behind the Event Center, along S 2ND AVE, S Railway AVE (assuming Railroad approval), and behind City Offices including County shop. Work on handicap parking spots.
- Assess needs/budget for Small Cities Assistance Program funding. Lobby legislators for future funding, explain our needs to Legislators.
- Evaluate County and MnDOT speed study data regarding public safety concerns along trail. Look at creating an “urban” district.
- Continue to work on snow removal, sidewalk, and parking ordinances/policies to address concerns. Snow emergency routes?
- Look at making W Sunset Strip an official street.
- Cost estimate for N Railway AVE repairs north of Elm ST intersection.
- Start “budgeting” for Street Condition Survey work.

Additional Future Meeting Agenda Items:

- none.

Street/Sidewalks/Yard Waste Committee Meeting Minutes
Vergas City Office
December 28, 2022

1.) A meeting of the Vergas Streets/Sidewalks/Yard Waste (SSYW) Committee was held on Thursday, December 28, 2022 at 4:00 PM at the Vergas Event Center. Present was Bruce Albright and Paul Pinke, Vergas City Council; Julie Lammers, City Clerk, and Blaine Green, Widseth via Zoom. Albright called the SSYW meeting to order at 4:12 PM.

2.) Agenda Additions or Deletions. Green wanted to add a discussion about West (W) Lake Street (ST).

3.) Minutes for the 12/08/22 SSYW meeting were attached in the agenda packet. Pinke said he had not read them. Albright noted that Green had a correction for Item # 7, pertaining to W Lake ST. Albright has not made the correction yet. Approval of the 12/08/22 meeting minutes will be tabled until the next meeting.

4.) Snow Removal and Ice Control Policy. Attached to the meeting agenda, were the “draft” Snow Removal and Ice Control Policy and the 71.04 Declaration of Snow Emergency; Parking Prohibited. Later tonight, there is a hearing scheduled for the Ordinance. “Emergency” as defined under City Ordinance Chapter 32, is “An unforeseen combination of circumstances which calls for immediate action to prevent from developing or occurring”. The City has a number of different ordinances that mention or deal with snow and ice removal. 92.01, including (1) and (2) all mention this issue. 71.03 (B) references no parking for snow removal. 71.09, Impoundment, also references “hindering snow removal”. 93.03, Materials on Street or Sidewalk, (B) (1) states, “no person shall obstruct any street or sidewalk by depositing snow or ice thereon”. Albright just felt that all the various ordinances should be consistent throughout and easy for the public to understand. The Committee talked about the differences between “Ordinances” and “Policies”. Ordinances are laws that affect the public. And Policies are guidelines for City staff to enforce the ordinances. Albright felt sometimes we try to interchange the meanings.

The Committee talked about the “good” things that came out of the two recent “snow emergencies”. City staff felt cleanup went easier with people moving their vehicles. Language for tonight’s hearing on 71.04 has been added (C) During a delayed snow emergency or **enough snow has accumulated to plow**, no motor vehicle shall be left parked on any street or public way in the city until the declared emergency is canceled or, if no emergency is declared, until the street is cleared on both sides or accumulated snow. Lammers said people called, and questioned where they should park during snow removal? City staff has started using orange laminated cards to place under people’s automobile windshield wipers to get them to move their vehicles.

The Committee spent a fair amount of work on this subject last spring, when they reviewed similar ordinances from a number of other small towns, such as Frazee, Walker, Battle Lake, and Nisswa. Councilperson Fischer sent Albright a picture of sign in Perham, it states “No Parking on any street during snow emergency. This is when a snowfall is 2 inches or more. Violators will be fined and towed, Nov. 1ST - April 30TH. She thought maybe the hours of midnight to 5:00 AM should be added.

Albright said a number of issues arose during the heavy ice/snow storms of December 13-15, 2022. One problem arose from the fact that the snowplow did not have tire chains. We

understand that this problem has been corrected. During that event, we were also down to one utility person and one plow. It will be helpful once the City gets their new one ton pickup with a snowplow. Both will not be available until May, 2023. The snowplow got stuck on DeDee Anderson's driveway, Sunset Boulevard (Blvd), and W Lake ST. None of these roads are easy to plow, turn around, etc. We had complaints of people blowing their snow back onto the roadways. Snow was also pushed onto City property behind the Liquor Store. Fischer suggested that maybe the City hire a crew to handle the snow removal on W Main ST, between Railway and 1ST AVE's. Albright hoped we could work within the existing City framework to address the businesses' concerns on snow removal. Green said the City of Crookston adopted a map showing which streets get plowed first. Albright felt this effort should be coordinated with Mike DuFrane, Utility Superintendent. We also talked about adopting a map showing the various sidewalks around town, and which ones are maintained by the City (public), which ones are private and need no maintenance, and the public sidewalks that are to be maintained by the respective business owners. Lammers said a part of the trail, down to the apartments is also receiving winter maintenance, as the apartment owners want to walk uptown.

5.) Parking. Widseth looked at the possibility of removing the sidewalk in front of Franklin Fence to widen 1ST AVE S. The sidewalk would not be removed by the FireHall, and those spots would revert back to parallel parking. With the modifications, the roadway width would expand to 34.67' on the west end and 37.25 on the east end. The modifications would allow 8 parking spots on the north side, and under the current diagonal parking, we have 10 spots. Albright and Lammers agreed that there are times when all of the diagonal spots are being used. The possible modifications referenced by Widseth could cost as much as \$50,000, and the County has already indicated that they would not help with the expense. Some of the diagonal parking spot snow removal issues should go away later in 2023, when we get the County Garage parking in place, and the Altona Square tenets rent 7 so of those spots.

The Committee looked again at the 3 options developed by Widseth for parking at the County Garage property. They liked Option 1B, which would have parallel parking on the south side, which could be used by vehicles towing boats in the summer. Parking lot traffic would be one way, from Linden ST to the alley. Their was discussion that the apartment rental spots could be the first 7 spots next to Linden ST on the north side. The Committee agreed to recommend to the Council that they adopt Option 1B. Lammers will be writing the Community Development grant application to Otter Tail County for the building demolition, paving of the lot, and a fence between the Haarstick and City property. If approved, the grant could cover 50% of the costs of the approved work items.

6.) CSAH 4 and CSAH 60 Speed Study. The Otter Tail County Board of Commissioners passed a resolution on 02/23/22 asking the Minnesota Department of Transportation (MnDOT) to conduct said study. MnDOT has completed their study dated 12/19/22, and recommended no changes to the speed limit in the designated area. The County has already revised their sign from 55 MPH to End 40 MPH as recommended. The City thought that maybe the speed limit in this area should be reduced from 40 MPH to 30 MPH because of all the use the trail is getting. Radar checks of the speed in this area last summer showed that the 85th percentile was 47-48 MPH. They felt this reflected a safe speed for the existing conditions. Options regarding possible park modifications were discussed, and how that could impact the roadway in this area in the future.

7.) W Lake ST Road Improvements. Green said he had his preliminary cost numbers for the road improvement assembled. His estimate is \$220,000, and this covers the road from County Road (C.R.) No.17 to the city limits by Robin Maneval. Green has looked at a number of assessment options. Lammers thought the road should be paved, and Green said this would basically double the costs. With the proposed Lawrence Lake Acres, there would be eleven

property owners along the improved roadway. Any road assessments would need to follow Minnesota Statutes Chapter 429. 429.051 states that “the cost of any improvement, or any part thereof, may be assessed upon property benefitted by the improvement, based upon the benefits received, whether or not the property abuts on the improvement”. Section 10 of the City’s Assessment Policies and Procedures, states that reconstructions of gravel streets are assessed 50% to the benefitted owners. Upgrading of existing gravel streets to pavement are assessed 100%.

There are a number of different ways the costs can be divided up among the landowners, based on footage, equally, or to “other” benefitted parties. Green felt the City better have a feasible distribution of costs the landowners can live with, before we start spending money on the preliminary design engineering. The design of the road really doesn’t change if it’s gravel or paved (22’ top). Green said he would file his preliminary estimate at the 01/12/23 Council meeting.

9.) Adjournment. Albright adjourned the meeting at 6:21 PM.

Respectfully prepared and submitted by;

Bruce E. Albright, City Council Member

Council Recommendations:

- Option 1B for the County garage property.

Follow up Actions:

- Feasibility report for W Lake Street.
- Glenn ST extension.
- Address R/W needs for W Lake ST improvement project.
- Continue to work on R/W needs for East Lake Street and N Railway AVE.
- Continue to work on budgets, and future road funding needs. -
- Continue to work on City parking, issue engineer work orders to analyze parking potential behind the Event Center, along S 2ND AVE, S Railway AVE (assuming Railroad approval), and behind City Offices including County shop. Work on handicap parking spots.
- Assess needs/budget for Small Cities Assistance Program funding. Lobby legislators for future funding, explain our needs to Legislators.
- Evaluate County and MnDOT speed study data regarding public safety concerns along trail. Look at creating an “urban” district.
- Continue to work on snow removal, sidewalk, and parking ordinances/policies to address concerns. Snow emergency routes?
- Look at making W Sunset Strip an official street.
- Cost estimate for N Railway AVE repairs north of Elm ST intersection.
- Start “budgeting” for Street Condition Survey work.

Additional Future Meeting Agenda Items:

- none.



Custom Concrete Coatings

304 west gilbertson street battle lake mn
56515
2182821366
customconcretecoatingsmn@gmail.com

ESTIMATE

EST0093

DATE

07/18/2022

TOTAL

USD \$50,572.00

TO

Julie vergas event center

DESCRIPTION	RATE	QTY	AMOUNT
Full grind, crack repair, vapor barrier, epoxy base coat, epoxy metallic coat, top coat	\$7.00	5,646	\$39,522.00
Materials, labor, full crack repair, full grind and surface prep, fluid pour/chip, clear top coat polyaspartic	\$5.50	1,100	\$6,050.00
Full demo and removal of tile	\$5,000.00	1	\$5,000.00
TOTAL			USD \$50,572.00

DATE SIGNED

07/18/2022

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CITY OF VERGAS
COUNTY OF OTTER TAIL
STATE OF MINNESOTA
RESOLUTION 2022-

RESOLUTION ADOPTING THE VERGAS PICKLEBALL COURT

WHEREAS, the City Council approved the construction of a Pickleball Court on city property.

WHEREAS, the Vergas Pickleball Association devised the plan for the four permanent pickleball courts and managed the design, construction, and costs and made a commitment to continue to maintain; and

WHEREAS, the Vergas EDA/HRA serves as the fiscal agent in dispersing the funds raised for the pickleball courts, in collaboration with West Central Initiative; and

WHEREAS, any change in City of Vergas responsibility will require review and approval by the City Council and amendment to the resolution.

THEREFORE, BE IT RESOLVED, that the City of Vergas continued responsibility for the pickleball courts will include and limited to maintaining the parking lot , providing use of city water, and insurance which were city amenities in place prior to the construct of the Pickleball court.

Adopted this day of January 2023 by the City Council of the City of Vergas.

Julie Bruhn, Mayor

ATTEST:

Julie Lammers, City Clerk, Treasurer

REQUEST FOR QUALIFICATIONS

City of Vergas Minnesota SNOW REMOVAL

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SECTION 1 – GENERAL INFORMATION

This Request for Qualifications (RFQ) being issued by the City of Vergas (City) seeks a consultant or team of people capable of snow removal within the City of Vergas. The proposed project scope includes snow and ice removal from streets, parking lots and public sidewalks.

Following is the primary point of contact for the City regarding this solicitation.

Julie Lammers, City Clerk-Treasurer
jlammers@cityofvergas.com
218-302-5996 Ext 1

Office Location:
City Office
111 Main Street
Vergas MN 56587

It is the City's intention to enter into a Master Agreement/Contract with the selected contractor, and then negotiate individual Work Orders or Task Orders (the City does not have a specific format for these documents—it is anticipated that standard agreement templates utilized by the consultant would be used, subject to modifications to meet City requirements).

The City reserves the right to terminate the Agreement/Contract, and any approved Work/Task Orders prior to fulfillment (with payment for work completed to the point of termination). The term of this contract is anticipated to be from February of 2023 through December of 2025, with the option to extend in two years in increments.

Responses to this RFQ must be received no later than 11:00 am, January 18, 2023. Submittals may be made electronically in .pdf format or mailed or dropped off at the city office.

SPECIAL NOTICE: This RFQ does not obligate the City to select a contractor(s) or complete the proposed project and the City reserves the right to cancel this solicitation if it is considered in its best interest.

SECTION 2 – PROJECT INFORMATION

The Vergas City Council authorized receiving proposals for snow and ice removal proposals to help city personnel.

No budget has currently been developed. However, the intention is to proceed with receiving proposals. Subject to authorization by the City Council to proceed.

SECTION 3 – BACKGROUND

The current Vergas Street department removes snow from public roads, sidewalks and parking lots. Currently the city has 3.54 miles of paved roads and 2.77 miles of gravel roads. Sidewalks include the front of the government building with 531 linear feet and in front of event center with 1,923 linear feet. Parking lots are located behind the government building, at the event center and at the Long Lake Park.

SECTION 4 – STATEMENT OF QUALIFICATIONS CONTENT

Interested contractors shall submit a Statement of Qualifications (SOQ) in response to this solicitation, which shall contain information in the order listed below.

Section 1 - Cover Letter

Section 2 – Contractor Identification

- The respondent shall provide the following information:
 - 1) The name, address, and telephone number.

Section 3 - Project Understanding

- Describe.
 - 1) Describe equipment you will use to remove snow and ice.
 - 2) Hours you are available to remove snow and ice.
 - 3) Advance notice you will need for removal of snow and ice.

Section 4 – Billing Rates

- Hourly rates.
- Certification of Liability Insurance for a minimum of \$1,000,000 each occurrence.

SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

City staff will conduct an evaluation of responses to this solicitation and shall bring forward either a single recommendation for selection to the City Council, or shall develop a “short list” of respondents for interviews

SECTION 6 – SOLICITATION TERMS

All materials submitted in response to this solicitation will become property of the City. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the City having completed negotiating a contract with the selected responder. The City will notify all responders in writing of the evaluation results.

City Council
2023 January Council Meeting
Vergas Event Center & Zoom Id number 267-094-2170 password 56587
6:30 PM on Tuesday, January 10, 2023

13. Ordinances

1. Tetrahydrocannabinol Product Sales
2. 71.04 Declaring Snow Emergency, Parking Requirements
3. 72.03-72.07 Snowmobiles
4. 91.02 Cats and Dogs

Files Attached

- Proposed ORDINANCE 2023-001 Relating to Tetrahydrocannabinol Product Sales.pdf
- Proposed Ordinance 71.04 Declaring snow Emergency, parking requirments.pdf
- Proposed Ordinance 72.03-72.07 Snowmobiles.pdf
- Proposed Ordinance 91.02 Cats and Dogs .pdf

ORDINANCE NO. 2023-001
CITY OF VERGAS
AN ORDINANCE REGULATING THE SALE OF
TETRAHYDROCANNABINOL PRODUCTS IN
THE CITY OF VERGAS

The City Council of the City of Vergas hereby ordains as follows:

TITLE XI.: AMENDMENT OF MUNICIPAL CODE, BUSINESS REGULATIONS. Title XI of the Vergas Municipal Code is hereby amended by adding a new Chapter 115, Tetrahydrocannabinol Products, regulating the sale of tetrahydrocannabinol products in the City of Vergas, as follows:

CHAPTER 115: - TETRAHYDROCANNABINOL PRODUCTS

- 115.01 – Purpose, Findings, and Intent**
- 115.02 – Definitions**
- 115.03 – State Law Adopted**
- 115.04 – License**
- 115.05 – Conditions**
- 115.06 – Fees**
- 115.07 – Ineligibility and Basis for Denial of License**
- 115.08 – Prohibited Acts**
- 115.09 – Additional Requirements**
- 115.10 – Responsibility**
- 115.11 – Compliance Checks and Inspections**
- 115.12 – Violations and Penalty**
- 115.13 – Exceptions and Defenses**
- 115.14 – Severability**

§ 115.01– PURPOSE, FINDINGS AND INTENT

The purpose of this Section is to regulate the sale of legalized adult-use of any product that contains tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minn. Stat. § 151.72 (“THC Products”) for the following reasons:

- (a) The City recognizes that, based on the most reliable and up-to-date scientific evidence, the rapid introduction of newly legalized adult-use THC products, presents a significant potential threat to the public health, safety, and welfare of the residents of Vergas, and particularly to youth.
- (b) The City has the opportunity to be proactive and make decisions that will mitigate this threat and reduce exposure of young people to the products or to the marketing of these products and improve compliance among THC product retailers with laws prohibiting the sale or marketing of THC products to minors.

- (c) A local regulatory system for THC product retailers is appropriate to ensure that retailers comply with THC product laws and business standards of the City of Vergas to protect the health, safety, and welfare of our youth and most vulnerable residents.
- (d) State law requires THC product retailers to check the identification of purchasers to verify that they are at least 21 years of age (Minn. Stat. § 151.72, subd. 3(c)), comply with certain packaging and labeling requirements to protect children and youth (*Id.*, subd. 5) and meet certain potency and serving size requirements (*Id.*, subd. 5a).
- (e) State law authorizes the Board of Pharmacy to adopt product and testing standards in part to curb the illegal sale and distribution of THC products and ensure the safety and compliance of commercially available THC products in the state of Minnesota.
- (f) State law does not preempt the authority of a local jurisdiction to adopt and enforce local ordinances to regulate THC product businesses including, but not limited to, local zoning and land use requirements and business license requirements.
- (g) A requirement for a THC product retailer license will not unduly burden legitimate business activities of retailers who sell or distribute THC products to adults but will allow the City of Vergas to regulate the operation of lawful businesses to discourage violations of state and local THC Product-related laws.
- (h) In making these findings and enacting this ordinance, it is the intent of the Vergas City Council to ensure responsible THC product retailing, allowing legal sale and access without promoting increases in use, and to discourage violations of THC Product-related laws, especially those which prohibit or discourage the marketing, sale, or distribution of THC products to youth under 21 years of age.

115.02 – DEFINITIONS

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

CANNABINOIDS DERIVED FROM HEMP A product containing non intoxicating cannabinoid maybe be sold for human or animal consumption if all of the requirements are met. Any retail of a product under definition of CANNABINOIDS DERIVED FROM HEMP must follow M.S. §151.72 as it may be amended from time to time.

COMPLIANCE CHECKS. The system the City uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this article. Compliance checks may also be conducted by the City or other units of government for educational, research, and training purposes, or for investigating or enforcing Federal, State, or local laws and regulations relating to licensed products.

EXCLUSIVE LIQUOR STORE. An establishment that meets the definition of exclusive liquor store in Minnesota Statutes, section 340A.101, subdivision 10.

LICENSED PRODUCT OR THC PRODUCT. Any product that contains tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minnesota Statutes, section 151.72.

MOVABLE PLACE OF BUSINESS. Any form of business operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address storefront or other permanent type of structure authorized for sales transactions.

RETAIL ESTABLISHMENT. Any place of business where licensed products are available for sale to the general public, including, but not be limited to, grocery stores, tobacco products shops, convenience stores, gasoline service stations, bars, and restaurants.

SALE. Any transfer of goods for money, trade, barter, or other consideration.

SELF-SERVICE MERCHANDISING. Open displays of licensed products in any manner where any person has access to the licensed products without the assistance or intervention of the licensee or the licensee's employee and whereby there is not a physical exchange of the licensed products between the licensee or the licensee's clerk and the customer. Assistance or intervention means the actual physical exchange of the licensed product between the customer and the licensee or employee.

THC PRODUCTS Any Product that contains more than trace amounts of tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minnesota Statutes, section §151.72, as it may be amended from time to time. Licensed product does not include medical cannabis and defined in Minnesota Statutes, section §152.22, subdivision 6 as may be amended from time to time.

VENDING MACHINE. Any mechanical, electric, or electronic, or other type of device that dispenses licensed products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the licensed product.

§ 115.03 – STATE LAW ADOPTED

Except as further restricted or regulated by this chapter, the provisions of Minn. Stat. § 151.72 relating to the definition of terms, licensing, and all other matters pertaining to the retail sale, distribution and consumption of cannabinoid products are adopted and made a part of this chapter as if set out in full. Whenever there is an inconsistency between the provisions of Minn. Stat. § 151.72, as amended, and the provisions of this section, the more restrictive provision shall govern.

§ 115.04 – LICENSE.

- (a) ***License Required.*** No person shall sell or offer to sell, directly or indirectly, on any pretense or by any device, any licensed product as part of a retail commercial transaction within the corporate limits of the city without first having obtained a license to do so from the City.
- (b) ***Application.*** An application for a license to sell licensed products shall be made on a form provided by the City. The application shall contain the full name of the applicant, the applicant's residential and business addresses, telephone numbers, and email addresses, the name of the business for which the license is sought, and any additional information the City deems necessary. Upon receipt of a completed application, the City Clerk shall forward the application to the City Council for action at its next regularly scheduled City Council meeting. If the City Clerk determines that an application is incomplete, they shall return the application to the applicant with notice of the information necessary to make the application complete.
- (c) ***Business Information.*** A business applicant, at the time of application, shall furnish the City with a list of all persons that have an interest of five percent or more in the business. The list shall name all owners and show the interest held by each, either individually or beneficially for others. It is the duty of each business licensee to notify the City Clerk in writing of any change in ownership in the business. Any change in the ownership or control of the business shall be deemed equivalent to a transfer of the license, and any such license shall be revoked 30 days after any such change in ownership or control unless the licensee has notified the Council of the change in ownership by submitting a new license application for the new owners, and the Council has approved the transfer of the license by appropriate action. The City may at any reasonable time examine the transfer records and minute books of any business licensee to verify and identify the owners, and the City may examine the business records of any other licensee to the extent necessary to disclose the interest which persons other than the licensee have in the licensed business. The Council may revoke any license issued upon its determination that a change of ownership of a licensee has actually resulted in the change of control of the licensed business so as materially to affect the integrity and character of its management and its operation, but no such action shall be taken until after a hearing by the Council on notice to the licensee.

- Action.** The City Council may either approve or deny the application for a license, or it may delay action for a reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the City Council approves the license, the City Clerk shall issue the license to the applicant. If the City Council denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the City Council's decision. If a license application is denied, the earliest an applicant may reapply is 12 months from the date the license is denied.
- (d) **Term.** All licenses issued under this article shall be valid until December 31 of the year of issue.
- (e) **Revocation or Suspension.** Any license issued under this article may be revoked or suspended as provided in article IX of this chapter.
- (f) **Transfers.** All licenses issued under this article shall be valid only on the premises for which the license was issued and only for the person or business to whom the license was issued. The transfer of any license to another location, business, or person is prohibited.
- (g) **Display.** All licenses shall be posted and displayed in plain view of the general public on the licensed premises.
- (h) **Renewals.** The renewal of a license issued under this article shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days but no more than 60 days before the expiration of the current license.
- (i) **Issuance as Privilege and Not a Right.** The issuance of a license issued under this article is a privilege and does not entitle the license holder to automatic renewal of the license.

§ 115.05 – CONDITIONS

All licenses issued under this article shall be issued subject to the conditions set forth in this chapter and subject to all city ordinances and sections of this Code applicable thereto and the laws of the state. All other regulations contained in state law and city code, including but not limited to chapter 8 of this city code as applicable to a respective otherwise licensed business enterprise regarding operational requirements and restrictions and prohibited acts and sales, shall not be limited by virtue of issuance of a license under this article and shall be complied with as applicable to the otherwise licensed business enterprise selling or offering for sale THC products to the same extent as if THC products were not sold or offered for sale by the otherwise licensed business enterprise. All such regulations applicable to an otherwise licensed business shall remain applicable to the operations of the otherwise licensed business enterprise during the term of a license issued under this article.

§115.06 – FEES.

No license shall be issued under this article until the appropriate license fee shall be paid in full. The fee for a license under this article shall be established by the City Council and adopted by resolution in the City fee schedule in an amount not to exceed any maximum allowed by state law, and may be amended from time to time. The license fee shall not be prorated for licenses issued for less than a full year. The license fee shall be in addition any fee required by any applicable state agency and shall not exceed any statutory maximum. No part of any license or investigation fee shall be refunded unless an application is withdrawn before any action is taken thereon. Any time an additional investigation is required because of a change in ownership or control of a business or for any other reason, the licensee shall pay an additional investigation fee to be determined by the City by resolution.

§ 115.07 – INELIGIBILITY AND BASIS FOR DENIAL OF LICENSE

(a) *Ineligibility.*

(1) ***Moveable Place of Business.*** No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this article.

(2) ***Exclusive Liquor Store.*** No license shall be issued to an exclusive liquor store as defined in Minnesota Statutes, section 340A.101, subdivision 10.

(b) ***Grounds for Denial.*** Grounds for denying the issuance or renewal of a license under this article include, but are not limited to, the following:

(1) The applicant is under the age of 21 years.

(2) The applicant is prohibited by Federal, State, or other local law, ordinance, or other regulation from holding a license.

(3) The applicant has been convicted within the past five years for any violation of or has otherwise been adjudicated to have violated a Federal, State, or local law, other ordinance, provision, or other regulation relating to the licensed products, but not including possession or sale of licensed products.

(4) The applicant has been convicted of a violation or otherwise adjudicated to have violated this article within the past five years.

(5) The applicant has had a license to sell licensed products suspended or revoked during the 12 months preceding the date of application, or the applicant has or had an interest in another premises authorized to sell licensed

products, whether in the City or in another jurisdiction, that has had a license to sell licensed products suspended or revoked during the same time period, provided the applicant had an interest in the premises at the time of the revocation or suspension, or at the time of the violation that led to the revocation or suspension.

(6) The applicant is a business that does not have an operating officer or manager who is eligible pursuant to the provisions of this article.

(7) The applicant, in the judgement of the Council, is not the real party in interest or beneficial owner of the business to be operated, under the license. Such determination shall be made on a case-by-case basis after examination of all pertinent facts and after consideration of the totality of the circumstances.

(8) The applicant fails to provide any information required on the application or provides false or misleading information. Any false statement on an application, or any willful omission of any information called for on such application form, shall cause an automatic refusal of license, or if already issued, shall render any license issued pursuant thereto void and of no effect to protect the applicant from prosecution for violation of this chapter, or any part thereof.

(c) The City shall conduct a background investigation on all new applications and applications to transfer a license. The City may conduct a background and financial check on an application for a renewal of a license if it is in the public interest to do so. If a license is mistakenly issued or renewed to a person, or if a licensee shall subsequent to the issuance of the license become ineligible to hold such license under the criteria contained in this section, such license shall be revoked upon the discovery that the person was or became ineligible for the license under this article and the City shall provide the person with a notice of revocation, along with information on the right to appeal.

(d) No license shall be granted or renewed for operation on any premises on which real estate taxes, assessments, or other financial claims of the City or of the State are due, delinquent, or unpaid. If an action has been commenced pursuant to the provisions of Minn. Stats. Ch. 278, questioning the amount or validity of taxes, the Council may, on application by the licensee, waive strict compliance with this provision; no waiver may be granted, however, for taxes, or any portion thereof, which remain unpaid for a period exceeding one year after becoming due unless such one-year period is extended through no fault of the licensee.

§115.08 – PROHIBITED ACTS

(a) *In general.* No person shall sell or offer to sell any licensed product:

(1) By means of any type of vending machine.

(2) By means of self-service merchandising.

(3) By any other means, to any other person, on in any other manner or form prohibited by this article or state or other local law, ordinance provision, or other regulation.

(b) *Legal Age; Verification.* No person shall sell any licensed product to any person under the age of 21. Licensees shall verify by means of government issued photographic identification that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection.

(c) *Legal Age; Sale.* No person under the age of 18 shall be allowed to sell any licensed product.

(d) *Signage.* Notice of the legal sales age and age verification requirement must be posted prominently and in plain view at all times at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by the City, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.

(e) *Samples Prohibited.* No person shall distribute samples of any licensed product free of charge or at a nominal cost.

(f) *Possession.* No person under the age of 21 shall be in possession of any THC Product. Any person under the age of 21 in possession of a THC Product may be subject to a petty misdemeanor. Any person under the age of 21 in possession of any THC Product may have it confiscated by a law enforcement officer.

(g) *Hours and Days of Sale.* No sale of THC products may be made between 10:00 p.m., and 8:00 a.m. Monday through Sunday

§ 115.09 – ADDITIONAL REQUIREMENTS

(a) *Storage.* All licensed products shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public.

(b) *Minimum Clerk Age.* Individuals employed by a licensed retail establishment under this article must be at least 18 years of age to sell edible cannabinoid products.

§ 115.10– RESPONSIBILITY

All licensees are responsible for the actions of their employees in regard to the sale, offer to sell, and furnishing of licensed products on the licensed premises. The sale, offer to sell, or furnishing of any licensed product by an employee shall be considered an act of the licensee. Nothing in this section shall be construed as prohibiting the City from also subjecting the employee to any civil penalties that the City deems to be appropriate under this ordinance, state or federal law, or other applicable law or regulation.

§ 115.11 – COMPLIANCE CHECKS AND INSPECTIONS

All premises licensed under this subdivision shall be open to inspection by the City during regular business hours. From time to time, the City shall conduct compliance checks.

No person used in compliance checks shall attempt to use a false identification misrepresenting their age. All persons lawfully engaged in a compliance check shall answer all questions about their age asked by the licensee or their employee, and produce any identification, if any exists, for which they are asked. Persons used for the purpose of compliance checks shall be supervised by law enforcement or other designated personnel. Nothing in this article shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular State or Federal law.

Additionally, from time to time, the City will conduct inspections to determine compliance with any or all other aspects of this ordinance.

§ 115.12 – VIOLATION AND PENALTY

(a) *Administrative Civil Penalties-Individuals.* If a person who is not a licensee is found to have violated this article, the person shall be charged an administrative penalty as follows:

(1) *First Violation.* The Council shall impose a civil fine not to exceed \$250.00.

(2) *Second Violation Within 12 months.* The Council shall impose a civil fine not to exceed \$500.00.

(3) *Third Violation Within 12 months.* The Council shall impose a civil fine not to exceed \$1500.00.

(b) *Same-Licensee*. If a licensee or an employee of a licensee is found to have violated this article, the licensee shall be charged an administrative penalty as follows:

(1) *First Violation*. The Council shall impose a civil fine of \$1,000.00 and suspend the license for not less than three days.

(2) *Second Violation Within 36 Months*. The Council shall impose a civil fine of \$2,000.00 and suspend the license for not less than ten consecutive days.

(3) *Third Violation Within 36 Months*. The Council shall impose a civil fine of \$5,000.00 and shall revoke the license for at least one year.

(c) *Misdemeanor Prosecution*. Any person who sells or offers to sell any licensed product in violation of this article shall be guilty of a misdemeanor. Nothing in this section shall prohibit the City from seeking prosecution as a misdemeanor for any alleged violation of this article.

§ 115.13 – EXCEPTIONS AND DEFENSES

Nothing in this article shall prevent the providing of licensed products to a person under the age of 21 as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this article for a person to have reasonably relied on proof of age as described by state law in Minn. Stat. § 340A.503, subd. 6.

§ 115.14 – SEVERABILITY

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

Passed by the City Council of the City of Vergas, Otter Tail County, Minnesota this ____ day of _____ 2023 and effective from and after its passage and publication.

Julie Bruhn, Mayor

ATTEST:

Julie Lammers, Clerk-Treasurer

' 71.04 DECLARATION OF SNOW EMERGENCY; PARKING PROHIBITED.

(A) The Mayor or other designated official may declare a snow emergency in the city. The emergency shall continue in effect for a period of 24 hours or until the snow has been removed from the city's streets or until the snow emergency has been rescinded by action of the Mayor, or other designated officer.

(B) Notice of the declaration of a snow emergency shall be given by notifying the local news media; however, the notification shall be a service aid only and not a duty on the part of the officials.

(C) During a declared snow emergency or **enough snow has accumulated to plow**, no motor vehicle shall be left parked on any street or public way in the city until the declared emergency is canceled or, if no emergency is declared, until the street is cleared on both sides of accumulated snow.

(D) During a declared snow emergency, any city employee, who finds a motor vehicle in violation of this section shall attempt to contact the owner of the motor vehicle and require the owner to immediately move the motor vehicle so as not to be in violation of this section. **If the owner does not immediately remove the motor vehicle or the owner cannot be located, the utility maintenance employees are authorized to have the motor vehicle removed at the owner's expense.**

Penalty, see ' 10.99

Replace the following:

' 72.03 APPLICATION OF TRAFFIC ORDINANCES.

The provisions of Ch. 70 of this code shall apply to the operation of snowmobiles upon streets and highways, except for those relating to required equipment, and except those which by their nature have no application.

Penalty, see ' 10.99

' 72.04 RESTRICTIONS.

(A) It is unlawful for any person to enter, operate or stop a snowmobile within the limits of the city:

(1) On the roadway of any street, except the most right hand lane then available for traffic or as close as practicable to right hand curb or edge of the roadway, except when overtaking and passing another vehicle stopped in the lane or proceeding in the same direction, or in making a left turn. Snowmobiles may also be operated upon the outside slope of trunk, county-state aid and county highways where the highways are so configured within the corporate limits. The City Council may, pursuant to M.S. ' 84.87, Subd. 3, as it may be amended from time to time, adopt a resolution designating certain city streets as available for snowmobile operation and prescribe such time and speed limits as are necessary.

(2) On a public sidewalk provided for pedestrian travel.

(3) On boulevards within any public right-of-way.

(4) On private property of another without specific permission of the owner or person in control of the property.

(5) Upon any school grounds, except as permission is expressly obtained from responsible school authorities.

(6) On public property, playgrounds and recreation areas, except areas previously listed or authorized for the use by resolution of the City Council, in which case the use shall be lawful, and snowmobiles may be driven in and out of those areas by the shortest route.

(7) On streets as permitted by this chapter at a speed exceeding 10 miles per hour.

(8) During the hours of 10:00 p.m. to 7:00 a.m., Sunday through Thursday, and 12:01 a.m. to 8:00 a.m. on other days closer than 100 feet from any residence. This provision is not intended to prohibit snowmobiles from operating on city streets during the hours specified herein.

(B) It is unlawful for any person to operate a snowmobile within the limits of the city:

(1) So as to tow any person or thing in a public street or highway except through use of a rigid tow bar attached to the rear of the snowmobile; provided, that a disabled snowmobile may be towed to a private residence or a place of business where snowmobiles are repaired without the use of a rigid tow bar.

(2) Within 100 feet of any fisherman, pedestrian, skating rink or sliding area where the operation would conflict with use or endanger other persons or operation.

(3) To intentionally drive, chase, run over or kill any animal.

Penalty, see ' 10.99

' 72.05 STOPPING AND YIELDING.

No snowmobile shall enter any uncontrolled intersection without making a complete stop. The operator shall then yield the right-of-way to any vehicles or pedestrians at the intersection, or so close to the intersection as to constitute an immediate hazard.

Penalty, see ' 10.99

' 72.06 PERSONS UNDER 18.

(A) No person under 14 years of age shall operate on streets or make a direct crossing of a city street as the operator of a snowmobile. A person 14 years of age or older, but less than 18 years of age, may operate a snowmobile on streets as permitted under this chapter and make a direct crossing of those streets only if he or she has in his or her immediate possession a valid snowmobile safety certificate issued pursuant to M.S. ' 84.872, as it may be amended from time to time.

(B) It is unlawful for the owner of a snowmobile to permit the snowmobile to be operated contrary to the provision of this section.

Penalty, see ' 10.99

' 72.07 EQUIPMENT.

It is unlawful for any person to operate a snowmobile any place within the limits of the city unless it is equipped with the following:

(A) Standard mufflers which are properly attached and which reduce the noise of operation of the motor to the minimum necessary for operation. No person shall use a muffler cutout, by-pass straight pipe or similar device on a snowmobile motor.

(B) Brakes adequate to control the movement of and to stop and hold the snowmobile under any condition of operation.

(C) A safety or so called deadman throttle in operating condition.

(D) When operated between the hours of one-half hour after sunset to one-half hour before sunrise, or at times of reduced visibility, at least one clear lamp attached to the front, with sufficient intensity to reveal persons and vehicles at a distance of at least 100 feet ahead during the hours of darkness under normal atmospheric conditions. The head lamp shall be so aimed that glaring rays are not projected into the eyes of an oncoming snowmobile operator. It shall also be equipped with at least one red light plainly visible from a distance of 500 feet to the rear during hours of darkness under normal atmospheric conditions.

(E) Snowmobiles shall fly a pennant flag or red or blaze material, of a size not less than 12 inches by 9 inches, at a height of not less than six feet from ground level at any time when the vehicle is operated on public streets.

(F) Reflective material at least 16 square inches on each side, forward of the handlebars and at the highest practical point on any towed object, so as to reflect lights at a 90 degree angle.

Penalty, see ' 10.99

With the following:

' 72.031 Replacing Ordinances 72.03-72.07 Snowmobiles

It is the purpose of this section to permit snowmobiling only on designed routes within the City of Vergas.

- A. Designed routes. Travel by snowmobile shall be permitted on designated trails along the following routes.**
 - 1. From County State Aid Highway (CSAH) 17 on the west side of right-of-way to the business district on 1st street and or East Lake Street to Railway Avenue to CSAH 60.**
 - 2. From CSAH 4 to Linden Avenue to Railway Avenue to CSAH 60.**
 - 3. From Old Detroit Rd to CSAH 60.**
- B. Direct access and use. All snowmobiles operating within city limits shall use as direct route to access the designated routes. Designated routes are intended to be means of ingress, egress and movement of snowmobiles to and from adjoining snowmobile trail systems and not as a primary trail for other snowmobile riding.**
- C. License requirement. All snowmobiles operating within city limits shall be properly licensed and authorized for use in accordance with Minnesota Statutes.**
- D. Qualifications of operators. All persons operating a snowmobile within city limits shall be properly licensed and authorized in accordance with state statute.**
- E. Easement required. Snowmobile clubs shall obtain proper easements for all designated routes which travel upon or cross private property.**

' 91.02 DOGS AND CATS.

(A) Running at large prohibited.

It shall be unlawful for the dog or cat of any person who owns, harbors, or keeps a dog or cat, to run at large. A person, who owns, harbors, or keeps a dog or cat which runs at large shall be guilty of a misdemeanor. Dogs or cats on a leash and accompanied by a responsible person or accompanied by and under the control and direction of a responsible person, so as to be effectively restrained by command as by leash, shall be permitted in streets or on public land unless the city has posted an area with signs reading "Dogs or Cats Prohibited".

(B) License required.

(1) All dogs and cats over the age of three months kept, harbored, or maintained by their owners in the city, shall be licensed and registered with the city. Cat and dog licenses shall be issued by the City Clerk upon payment of the license fee as established by the Ordinance Establishing Fees and Charges adopted pursuant to ' 30.11 of this code, as that ordinance may be amended from time to time. The owner shall state, at the time application is made for the license and upon forms provided, his or her name and address and the name, breed, color, and sex of each cat and/or dog owned or kept by him or her. No license shall be granted for a dog or cat that has not been vaccinated against distemper and rabies, as evidenced by a certificate by a veterinarian qualified to practice in the state in which the dog or cat is vaccinated.

(2) It shall be the duty of each owner of a dog or cat subject to this section to pay to the City Clerk the license fee established in the Ordinance Establishing Fees and Charges adopted pursuant to ' 30.11, as it may be amended from time to time.

(3) Upon payment of the license fee as established by the Ordinance Establishing Fees and Charges adopted pursuant to ' 30.11 of this code, as that ordinance may be amended from time to time, the Clerk shall issue to the owner a license certificate and metallic tag for each cat and dog licensed. The tag shall have stamped on it the year for which it is issued and the number corresponding with the number on the certificate. Every owner shall be required to provide each cat and/or dog with a collar to which the license tag must be affixed and shall see that the collar and tag are constantly worn. In case a cat or dog tag is lost or destroyed, a duplicate shall be issued by the City Clerk. A charge shall be made for each duplicate tag in an amount established in the Ordinance Establishing Fees and Charges adopted pursuant to ' 30.11, as it may be amended from time to time. Cat and dog tags shall not be transferable from one cat or dog to another, and no refunds shall be made on any dog or cat license fee or tag because of death of a cat or dog or the owner's leaving the city before the expiration of the license period.

(4) The licensing provisions of this division (B) shall not apply to cats and dogs whose owners are nonresidents temporarily (staying less than 14 consecutive days) within the city, nor to dogs brought into the city for the purpose of participating in any dog show. If the animal owned is a service animal which is capable of being properly identified as from a recognized school for seeing eye, hearing ear, service or guide animals, and the owner is a blind or deaf person, or a person with physical or sensory disabilities, then no license shall be required.

(5) The funds received by the City Clerk from all dog and cat licenses and metallic tags fees as established by the Ordinance Establishing Fees and Charges adopted pursuant to ' 30.11 of this code, as that ordinance may be amended from time to time, shall first be used to defray any costs incidental to the enforcement of this chapter; including, but not restricted to, the costs of licenses, metallic tags, and impounding and maintenance of the dogs.

(C) *Vaccination.*

(1) All dogs and cats kept harbored, maintained, or transported within the city shall be vaccinated at least once every three years by a licensed veterinarian for:

- (a) Rabies - with a live modified vaccine; and
- (b) Distemper.

(2) A certificate of vaccination must be kept on which is stated the date of vaccination, owner's name and address, the animal's name (if applicable), sex, description and weight, the type of vaccine, and the veterinarian's signature. Upon demand made by the City Clerk, the Animal Control Officer or a police officer, the owner shall present for examination the required certificate(s) of vaccination for the animal(s). In cases where certificates are not presented, the owner or keeper of the animal(s) shall have seven days in which to present the certificate(s) to the City Clerk or officer. Failure to do so shall be deemed a violation of this section.

Penalty, see ' 91.99

City Council
2023 January Council Meeting
Vergas Event Center & Zoom Id number 267-094-2170 password 56587
6:30 PM on Tuesday, January 10, 2023

14. Staff Reports

1. Utilities Superintendent Report
2. Liquor Store Manager Report

Files Attached

- 4-12-22 Liquor Store Manager Report.pdf
- Sales Analysis Q4 vs 19.pdf
- Sales Analysis Q4 vs 20.pdf
- Sales Analysis Q4 vs 21.pdf
- Q4 20.pdf
- Q4 21.pdf
- Q4 22.pdf

Liquor Store Manager Report:

Financial:

The following has been transferred to the general fund:

2014-\$0.00 2015-\$0.00 2016 \$0.00 2017- \$5,000 2018 - \$10,000 2019 - \$48,400
 2020 - \$30,000 2021- \$30,000 2022 - \$25,000

	2014	2015	2016	2017	2018	2019	2020	2021
Sales and Cost of Goods Sold								
Sales	485,749	521,592	509,898	528,623	590,936	598,425	736,331	731,290
Cost of Goods	(389,980)	(393,167)	(393,365)	(394,104)	(443,491)	(447,799)	(532,594)	(507,852)
Gross Profit	95,769	128,425	116,533	134,519	147,445	150,626	203,737	223,438
Operating Expenses								
Personnel Services	77,858	68,694	62,837	48,791	51,215	53,807	54,343	68,350
Professional Services	1,800	1,800	1,800	1,800	1,800	5,044	4,175	6,106
Advertising	3,796	1,699	6,008	3,143	4,843	6,274	7,323	4,809
Insurance	2,938	3,631	3,927	3,670	4,180	4,167	6,330	7,764
Repairs and Maintenance	4,934	3,003	3,304	10,141	2,386	6,620	6,271	1,827
Supplies	2,838	2,134	1,921	1,288	2,753	2,777	16,083	6,035
Utilities	9,716	9,277	10,031	14,334	11,324	8,281	8,827	9,811
Miscellaneous	2,258	2,562	2,100	2,174	4,334	5,173	2,987	12,039
Depreciation	17,653	21,639	19,131	19,131	15,145	15,145	15,145	15,145
Total Operating Expenses	123,791	114,439	111,059	104,472	97,980	107,288	121,484	131,886
Operating Income (Loss)	(28,022)	13,986	5,474	30,047	49,465	43,338	82,253	91,552
								not audited

Employees:

Currently at 4 part-time employees and 2 full-time employees.

Building:

Launched the new website www.vergasliquor.com. Fully up and running. Android and Apple apps are in the works; they should be done within a month.

Walk-in cooler now cools entirely off outside air. AC compressor only cools it on days above 30 degrees.

Currently researching new POS systems. I am looking at options to get a 2nd register / till for busy summer months. Most promising prospect so far is out of Thief River Falls with 24/7 support. Current POS is based in Vermont with little to no support.

Trends show our busy summer months have larger increases in sales compared to previous years. Will be focusing on growing sales even more during those months.

- Monthly sales versus 2021
 - June + \$4,000
 - July + \$4,000
 - Aug +\$21,000
 - Sept + \$17,000
 - Oct + \$12,000
 - Nov + \$7,800
 - Dec + \$9,700
- Yearly sales increases versus previous years:
 - \$54,936 above 2021
 - \$45,379 above 2020
 - \$185,787 above 2019

Vergas Liquor
Sales Analysis by Item category

Select all
Order by (Item) Item category
Ranking value is shaded.
Store: TEMPLATE

Period A: From 10/1/2022 thru 12/31/2022
Period B: From 10/1/2019 thru 12/31/2019

Item category Description	Rank	Period	Sales % Tot	Profit \$ % Tot	Profit %	# of tickets	Average ticket
N/A	1	A	64.71 0.0	18.93 0.0	29.3	9	7.19
N/A		B	2,717.49 2.3	1,098.23 3.6	40.4	217	12.52
BAR SUPPLY	2	A	0.00 0.0	0.00 0.0	0.0	0	0.00
Bar supplies		B	12.75 0.0	3.50 0.0	27.5	5	2.55
BEER	3	A	72,487.84 43.9	18,087.77 40.4	25.0	3,310	21.90
Beer		B	58,873.84 49.8	14,090.44 45.6	23.9	3,163	18.61
GARNISH	4	A	297.58 0.2	100.37 0.2	33.7	69	4.31
Drink Garnish		B	411.39 0.3	113.28 0.4	27.5	71	5.79
LIQUOR	5	A	61,304.85 37.2	17,178.01 38.4	28.0	2,828	21.68
LIQUOR		B	37,115.24 31.4	9,587.68 31.0	25.8	2,103	17.65
NONALCOHOL	6	A	4,036.86 2.4	1,208.57 2.7	29.9	639	6.32
Non Alcohol items		B	2,227.77 1.9	675.00 2.2	30.3	463	4.81
OTHER	7	A	761.10 0.5	292.34 0.7	38.4	303	2.51
OTHER		B	572.20 0.5	200.91 0.7	35.1	209	2.74
SMOKES	8	A	1,807.00 1.1	202.32 0.5	11.2	108	16.73
SMOKES		B	731.25 0.6	73.04 0.2	10.0	59	12.39
WINE	9	A	24,224.42 14.7	7,648.48 17.1	31.6	1,049	23.09
WINE		B	15,573.32 13.2	5,058.91 16.4	32.5	940	16.57
Report totals							
9 groups		A	164,984.36	44,736.79	27.1		
		B	118,235.25	30,900.99	26.1		

-- End of report --

Vergas Liquor
Sales Analysis by Item category

Select all
Order by (Item) Item category
Ranking value is shaded.
Store: TEMPLATE

Period A: From 10/1/2022 thru 12/31/2022
Period B: From 10/1/2020 thru 12/31/2020

Item category Description	Rank	Period	Sales	% Tot	Profit \$	% Tot	Profit %	# of tickets	Average ticket
N/A	1	A	64.71	0.0	18.93	0.0	29.3	9	7.19
N/A		B	1,493.96	1.0	416.02	1.0	27.8	123	12.15
BAR SUPPLY	2	A	0.00	0.0	0.00	0.0	0.0	0	0.00
Bar supplies		B	16.97	0.0	8.80	0.0	51.9	3	5.66
BEER	3	A	72,487.84	43.9	18,087.77	40.4	25.0	3,310	21.90
Beer		B	70,313.48	49.0	18,435.33	45.4	26.2	3,399	20.69
GARNISH	4	A	297.58	0.2	100.37	0.2	33.7	69	4.31
Drink Garnish		B	249.95	0.2	94.58	0.2	37.8	42	5.95
LIQUOR	5	A	61,304.85	37.2	17,178.01	38.4	28.0	2,828	21.68
LIQUOR		B	45,847.97	32.0	13,269.69	32.7	28.9	2,338	19.61
NONALCOHOL	6	A	4,036.86	2.4	1,208.57	2.7	29.9	639	6.32
Non Alcohol items		B	3,505.94	2.4	1,078.82	2.7	30.8	550	6.37
OTHER	7	A	761.10	0.5	292.34	0.7	38.4	303	2.51
OTHER		B	730.01	0.5	308.93	0.8	42.3	317	2.30
SMOKES	8	A	1,807.00	1.1	202.32	0.5	11.2	108	16.73
SMOKES		B	1,426.00	1.0	152.40	0.4	10.7	104	13.71
WINE	9	A	24,224.42	14.7	7,648.48	17.1	31.6	1,049	23.09
WINE		B	19,859.19	13.8	6,803.14	16.8	34.3	1,040	19.10
Report totals									
9 groups		A	164,984.36		44,736.79		27.1		
		B	143,443.47		40,567.71		28.3		

-- End of report --

Vergas Liquor
Sales Analysis by Item category

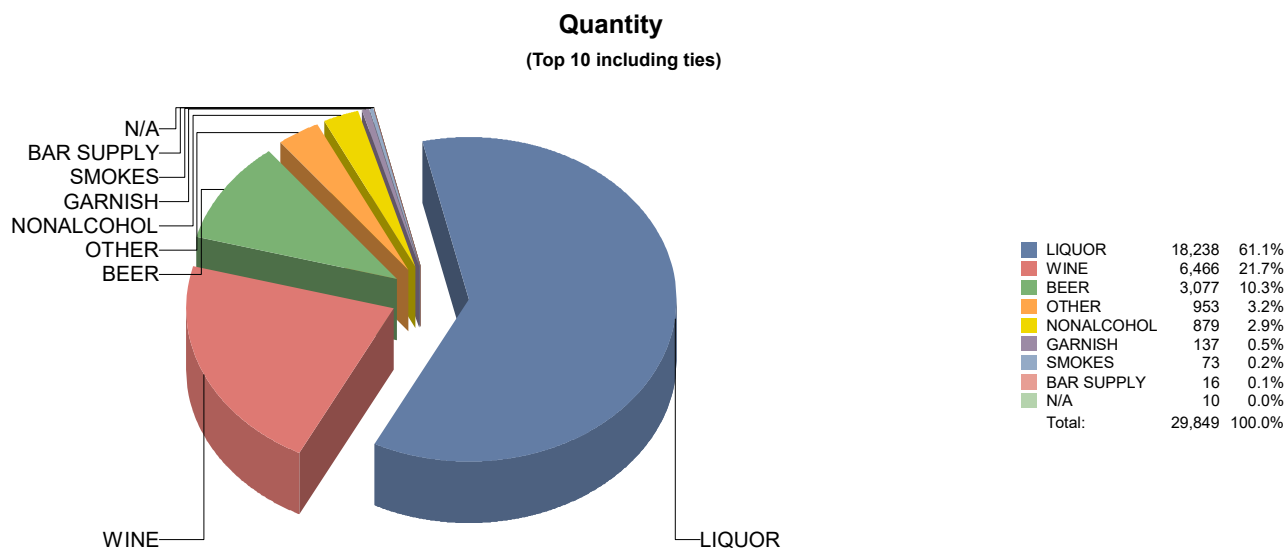
Select all
Order by (Item) Item category
Ranking value is shaded.
Store: TEMPLATE

Period A: From 10/1/2022 thru 12/31/2022
Period B: From 10/1/2021 thru 12/31/2021

Item category Description	Rank	Period	Sales	% Tot	Profit \$	% Tot	Profit %	# of tickets	Average ticket
N/A	1	A	64.71	0.0	18.93	0.0	29.3	9	7.19
N/A		B	336.04	0.2	130.08	0.3	38.7	21	16.00
BAR SUPPLY	2	A	0.00	0.0	0.00	0.0	0.0	0	0.00
Bar supplies		B	23.77	0.0	8.74	0.0	36.8	7	3.40
BEER	3	A	72,487.84	43.9	18,087.77	40.4	25.0	3,310	21.90
Beer		B	64,636.05	46.8	16,535.01	43.1	25.6	3,218	20.09
GARNISH	4	A	297.58	0.2	100.37	0.2	33.7	69	4.31
Drink Garnish		B	225.80	0.2	97.96	0.3	43.4	55	4.11
LIQUOR	5	A	61,304.85	37.2	17,178.01	38.4	28.0	2,828	21.68
LIQUOR		B	46,255.57	33.5	13,562.89	35.3	29.3	2,275	20.33
NONALCOHOL	6	A	4,036.86	2.4	1,208.57	2.7	29.9	639	6.32
Non Alcohol items		B	3,247.12	2.4	984.72	2.6	30.3	549	5.91
OTHER	7	A	761.10	0.5	292.34	0.7	38.4	303	2.51
OTHER		B	693.29	0.5	299.26	0.8	43.2	280	2.48
SMOKES	8	A	1,807.00	1.1	202.32	0.5	11.2	108	16.73
SMOKES		B	1,752.00	1.3	259.66	0.7	14.8	116	15.10
WINE	9	A	24,224.42	14.7	7,648.48	17.1	31.6	1,049	23.09
WINE		B	20,796.96	15.1	6,505.10	16.9	31.3	1,024	20.31
Report totals									
9 groups		A	164,984.36		44,736.79		27.1		
		B	137,966.60		38,383.42		27.8		

-- End of report --

Vergas Liquor Historical Valuation by Category



Analyze by: Group

Group by: Category

Print: All

Ranked by: Quantity (shaded)

Order by: Rank

Valuation date: 12/31/2020

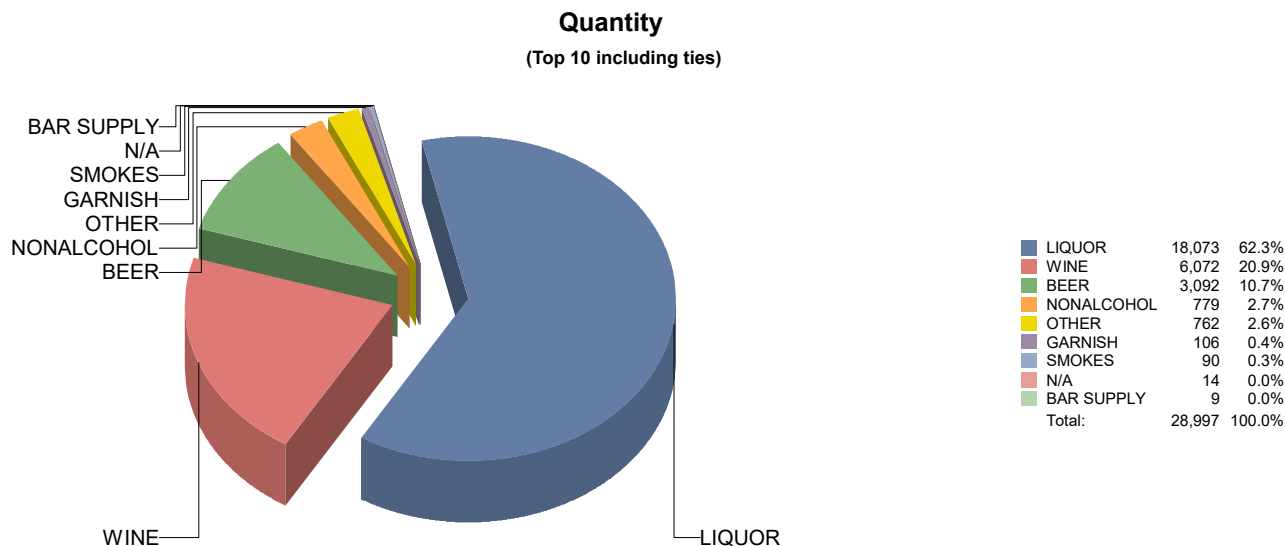
Locations: All

*** by Category indicates the group includes miscellaneous items; values may not 'add across' the report

Rank	Category	Description	-----Inventory-----					
			Quantity	%-Tot	Cost	%-Tot	Retail value	%-Tot
1	LIQUOR	LIQUOR	18,238	61	153,499	65	228,398	65
2	WINE	WINE	6,466	22	47,380	20	73,952	21
3	* BEER	Beer	3,077	10	29,417	12	41,225	12
4	OTHER	OTHER	953	3	1,433	1	2,308	1
5	* NONALCOHOL	Non Alcohol items	879	3	2,371	1	3,686	1
6	GARNISH	Drink Garnish	137	0	449	0	706	0
7	SMOKES	SMOKES	73	0	702	0	799	0
8	BAR SUPPLY	Bar supplies	16	0	46	0	99	0
9	N/A	N/A	10	0	318	0	320	0
* Report totals			29,849	100	235,616	100	351,494	100

-- End of report --

Vergas Liquor Historical Valuation by Category



Analyze by: Group

Group by: Category

Print: All

Ranked by: Quantity (shaded)

Order by: Rank

Valuation date: 12/31/2021

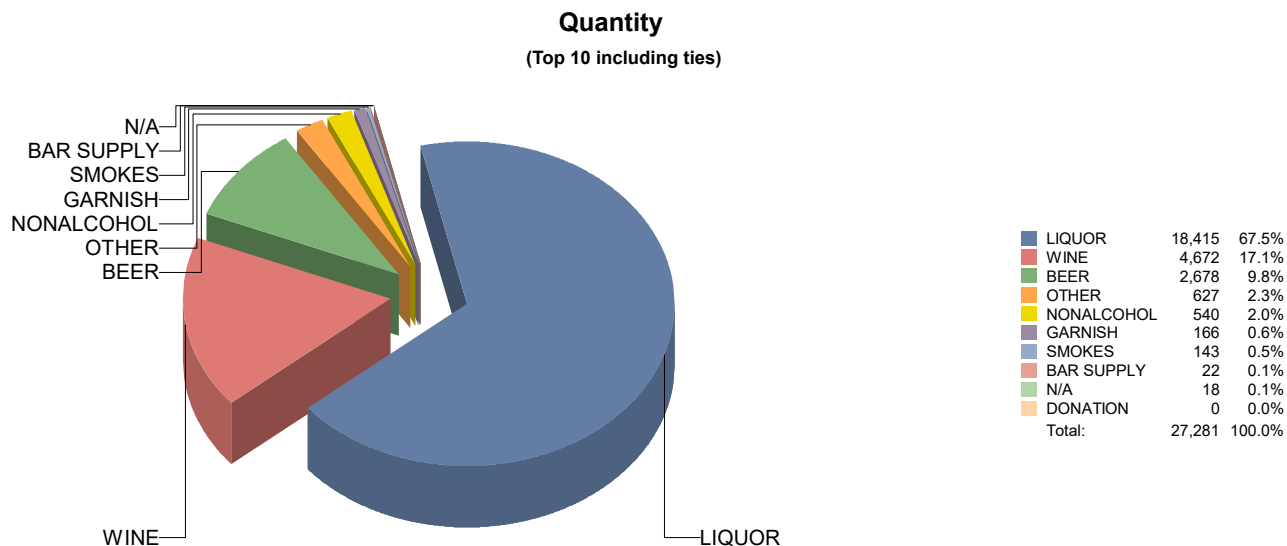
Locations: All

*** by Category indicates the group includes miscellaneous items; values may not 'add across' the report

Rank	Category	Description	-----Inventory-----					
			Quantity	%-Tot	Cost	%-Tot	Retail value	%-Tot
1	LIQUOR	LIQUOR	18,073	62	140,388	63	209,961	64
2	WINE	WINE	6,072	21	44,362	20	66,714	20
3	* BEER	Beer	3,092	11	30,787	14	42,150	13
4	* NONALCOHOL	Non Alcohol items	779	3	2,934	1	4,260	1
5	OTHER	OTHER	762	3	1,219	1	2,361	1
6	GARNISH	Drink Garnish	106	0	526	0	783	0
7	SMOKES	SMOKES	90	0	959	0	1,080	0
8	N/A	N/A	14	0	333	0	458	0
9	BAR SUPPLY	Bar supplies	9	0	28	0	52	0
* Report totals			28,997	100	221,536	100	327,818	100

-- End of report --

Vergas Liquor Historical Valuation by Category



Analyze by: Group

Group by: Category

Print: All

Ranked by: Quantity (shaded)

Order by: Rank

Valuation date: 12/31/2022

Locations: All

*** by Category indicates the group includes miscellaneous items; values may not 'add across' the report

Rank	Category	Description	-----Inventory-----					
			Quantity	%-Tot	Cost	%-Tot	Retail value	%-Tot
1	LIQUOR	LIQUOR	18,415	68	133,099	65	197,843	65
2	WINE	WINE	4,672	17	35,137	17	56,156	19
3	* BEER	Beer	2,678	10	29,558	15	39,902	13
4	OTHER	OTHER	627	2	1,329	1	2,374	1
5	* NONALCOHOL	Non Alcohol items	540	2	1,997	1	2,881	1
6	GARNISH	Drink Garnish	166	1	622	0	1,032	0
7	SMOKES	SMOKES	143	1	1,572	1	1,758	1
8	BAR SUPPLY	Bar supplies	22	0	66	0	132	0
9	N/A	N/A	18	0	384	0	518	0
10	DONATION	Donation for animal drive	0	0	0	0	0	0
* Report totals			27,281	100	203,765	100	302,596	100

-- End of report --

City Council
2023 January Council Meeting
Vergas Event Center & Zoom Id number 267-094-2170 password 56587
6:30 PM on Tuesday, January 10, 2023

15. Information & Announcements

Available until Feb. 1, 2023 Board of Review Training <https://www.revenue.state.mn.us/board-appeal-and-equalization-training>

- a. MN Rural Water Conference – March 7-9, 2023 (DuFrane) St Cloud
- b. MN Clerks and Finance Officers – March 21 -24, 2023 (Lammers) St Cloud
- c. Local Board of Review, April 5, 2023 Vergas Event Center Council Chambers, 1:00 pm (Mayor, Council and Lammers)
- d. IIMC Conference - May 14-17, 2023 (Lammers) Minneapolis
- e. Clerks Advanced Academy- (Lammers)Waite Park
- f. LMC, Loss Control Workshop (DuFrane, Engebretson, Lammers)
- g. League of MN Cities Annual Conference (Mayor, Council & Lammers)
- h. Municipal Beverage Association (MMBA) (Theisen) Arrowwood