

City Council
2023 February Council Meeting
CDH-Vergas Fire Hall
6:30 PM on Wednesday, February 15, 2023

1. Call to Order

2. Citizens' Concerns

3. Agenda Additions and Deletions

4. Approval of Consent Agenda

1. Council Minutes of the January 10, 2023
2. Bills paid between Council meetings and Council bills
3. Liquor Store bills for January 2023
4. Late water/sewer bills
5. 2023 Investment Schedule/Bond Schedule
6. General Fund Special Revenue Money Market Account
7. 2023 Statement of Receipts, Disbursements and Balances
8. American Rescue Plan Funding 2021-2026
9. Committee Reports -requiring no Council Action
 - a. Heartland and Heart of Lakes Trail Plan
 - b. Economic Development Authority/Housing Redevelopment Authority
 - c. CDH-Vergas Fire Annual Meeting

5. Vergas Community Club Event June 3, 2023

6. Committee Reports

- A. Parks
 1. ACS Agreement
 2. Facility Agreement
 3. Water Ski Group
 4. Swim Lesson
- B. Event Center
 1. Free and Reduced Rate
- C. Personnel
 1. Accident/Incident Report
 2. Time Clocks
 3. Drug Alcohol Policy
 4. Hiring Policy
 5. COLA
 6. Personnel Policy
- D. Planning Commission
 1. Ordinance- Dogs and Cats
- E. Liquor Store/Municipal Building/Licenses
 1. Widseth Architect Plans
- F. Streets/Sidewalks/Yard Waste
 1. Storm Sewer Map

7. Staff Reports

1. Utilities Superintendent Report
2. Bid For Snow Removal

8. Information & Announcements

Trainings:

- 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. LMC, Loss Control Workshop - March 29, 2023 Alexandria (DuFrane, Engebretson, Lammers)
- d. IIMC Conference - May 14-17, 2023 (Lammers) Minneapolis
- e. Clerks Advanced Academy- (Lammers)Waite Park
- f. League of MN Cities Annual Conference (Mayor, Council & Lammers)
- g. Municipal Beverage Association (MMBA) (Theisen) Arrowwood

Events:

- a. Local Board of Review, April 5, 2023 Vergas Event Center Council Chambers, 1:00 pm (Mayor, Council and Lammers)
- b. Household Hazardous Waste Day, Thursday, June 29, 2023 10:00 - 2:00 volunteers needed

9. Adjournment

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Files Attached

- 01-10-2023 Council Minutes.pdf
- 02-2023 City Bill Listing.pdf
- 02-2023 Claims List for Approval.pdf
- 2023 Liquor Store Bill Listing January.pdf
- Utility Billing AgedBalance_02092023.pdf
- Genreal Fund_Special Revenue Money Market Account Report.pdf
- American Rescue Plan Funding 2021-2026.pdf
- Investment Schedule & Bond Schedule.pdf
- 01-31-2023 Heart of the Lakes & Heartland Trail Connection to Vergas.pdf
- 02-07-2022 EDA_HRA Agenda and Minutes.pdf

CITY OF VERGAS
COUNCIL MINUTES
VERGAS EVENTS CENTER & ZOOM
Tuesday, January 10, 2023

The City Council of Vergas met at 6:30 pm, on Tuesday, January 10, 2023, 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 (located at Kapuskasing, Ontario), Paul Pinke, Dean Haarstick and Natalie Fischer. Absent: none. Also present: Clerk/Treasurer Julie Lammers, Utilities Superintendent Mike DuFrane, Liquor Store Manager Kyle Theisen, Sherri Hanson, Bob Williams of the Frazee-Vergas Forum, Brad Huddleston, Mallory Huddleston, Paul Sonnenberg, Patrick Hollister, Dwight Berven, Attorney Tom Winters, Mike Summers, Joy Summers, Engineers Jeff Kuhn and Blaine Green.

Call to Order

Mayor Julie Bruhn called the meeting to order.

Oath of Office

Lammers administered the oath of office to Mayor Julie Bruhn and Council Members Paul Pinke and Dean Haarstick.

Council Orientation

Lammers reviewed council orientation.

Mayor's State of Address

Bruhn reviewed the past year in Vergas.

Citizens' Concerns

Letter was read from Myles Flateland regarding the Event Center. Items will be addressed with the event center committee report.

Agenda Additions and Deletions

Motion by Pinke, seconded by Albright to approve the agenda as presented. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried.

Approval of Consent Agenda

Motion by Pinke, seconded by Fischer to approve the following 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

Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried.

Set Time, Place and Date of Regular 2023 Council Meetings

Motion by Pinke, seconded by Fischer to hold 2023 Council meetings on the 2nd Tuesday of each month at 6:30 p.m. in a hybrid setting at the Vergas Event Center. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried.

Appoint Acting Mayor

Motion by Pinke, seconded by Haarstick to appoint Natalie Fischer as acting Mayor. Voting yes: Pinke, Albright and Haarstick. Voting No: None. Abstain: Fischer. Motion carried.

Appointments

Bruhn reviewed the 2023 City of Vergas Portfolio's/Councils/Committees/Board. Motion by Pinke, seconded by Fischer to approve the following appointments:

1. Council Portfolios
2. CDH-Vergas Fire Board Representative
3. Planning Commission Representative and Appointments- Bruce Albright, Judy Kvam and Rebecca Hasse
4. Economic Development Authority and Housing Redevelopment Authority Representative and Member - Bruce Albright
5. Appoint City Attorney- Ramstad, Skoyles and Winters, P.A.
6. Designate Official Newspaper - Frazee-Vergas Forum
7. Designation of official place of advertisement of projects: www.cityofvergas.com
8. Designate Official Depositories: Vergas State Bank

Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried.

Complete Streets Presentation

Engineer Blaine Green provided a complete streets report.

Lawrence Lake Acres Variance

Council discussed the variance request to allow wells on lots in the development without hooking up to municipal water lines. Fischer reviewed the requirements of a variance. Kuhn reviewed the project and stated the cost for infrastructure usually starts out private and then is later publicly owned. Development is forever and working around private infrastructure is difficult if public infrastructure is added. Discussed lot size, they are probably large enough to have drain fields and wells. Planning Commission had asked the Developer to provide feasibility study which was not provided. Discussed the cost being approximately \$1.8 million and would the developer consider breaking it down into phases. Sherri Hanson representing the developer stated he was not interested in doing this project in phases. Suggested City paying for the lift station to support the project which costs between \$250,000 and \$500,000. Haarstick questioned water for firefighting. Questions were asked regarding W Lake Street right of way. Green reviewed 30 foot right of way and there is no right of way on one property. The development will need to meet conditions of the state standards when drilling for water or putting in proper drain fields for sewer. Variance has already been granted for the 4 lots along West Lake Street. Council stated they need to look at each variance request on a case-by-case basis. Motion by Pinke, seconded by Fischer to grant variance to allow lots with wells and drain fields subject to planning commissions recommendations. Voting yes: Pinke, Albright and Fischer. Voting No: Haarstick. Motion carried.

Committee Reports

Parks

Sherri Hanson reviewed the Park Board's request to replace fence on trail located between 88 Park View and Long Lake Park for \$17,000.00 Motion by Pinke, seconded by Fischer to approve the quote from Bradley Eastman for \$17,000.00 to replace the fence with funds coming from the park's improvement fund. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried. The committee will get volunteers to remove the current fence. Hanson reviewed the engineering proposal from Widseth regarding the proposed Long Lake Beach plans. Motion by Pinke, seconded by Fischer to approve the \$6,830.00 quote for Widseth with the funds be paid out of \$2300 Looney Days donation, \$1700 Keilley Shores donation to parks, \$2830 Engineering Funds. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried.

Event Center

Lammers reviewed Event Center meeting of January 4, 2023 meeting (minutes available at the Vergas City Office). Committee reviewed a letter from Myles Flateland. The commercial coffee pot is having issues with the pressure gauge. Percolating coffee pot has been disposed of as it is not able to be repaired. Committee is looking at how to mark the exhaust fan switch. Speaker system needs to be requested before event as we do not have any staff

on weekends. Motion by Pinke, seconded by Fischer to approve the flooring bid from Custom Concrete Coatings for \$50,572.00. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried. Motion by Fischer, seconded by Pinke to pay for the floors by using \$10,000.00 of the American Rescue Plan Funds, \$10,000 out of 2022 capital outlay funds. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried. Motion by Pinke, seconded by Fischer to use the final advertising spot on the electronic sign to advertise the event center. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried.

Heartland and Heart of the Lakes Trail Plan

Bruhn reviewed engineering quote for Heartland and Heart of the Lakes Trail Plan. Motion by Pinke, seconded by Haarstick to approve Engineering bid of \$15,000.00 for the trail plan. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried.

Veteran's Memorial Park and Pickle Ball

Motion by Pinke, seconded by Fischer to approve resolutions 2023-001 and 2023-002 regarding Pickleball and Veteran's Memorial projects (complete copy of resolution located at the city office). Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried.

Personnel

Bruhn reviewed personnel meeting of December 19, 2022 meeting (minutes available at the Vergas City Office). Motion by Pinke, seconded by Fischer to approve the presented drug and alcohol testing policy. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried.

Streets/Sidewalks/Yard Waste

Albright reviewed streets/sidewalk/yard waste meetings of December 8 and 28, 2022 meetings (minutes available at the Vergas City Office). Green reviewed the rough numbers of making W Lake Street a wider street, cost would be approximately \$430,000.00. Discussed assessments and how to pay for the new construction would be assessed at 80% according to our policy. This will be divided between 11 lots. This will continue to be discussed at the next streets committee meeting. Discussed a Request For Qualifications for snow removal. Motion by Albright, seconded by Pinke to approve solicit for snow removal. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried.

Ordinances

Tetrahydrocannabinol Product Sales

Bruhn reviewed drafted ordinance and discussed lack of ability to provide compliance checks and inspections due to no police force. Otter Tail County currently has a moratorium on the sales of Tetrahydrocannabinol Products beginning February 1, 2023 for no longer than 1 year.

71.04 Declaring Snow Emergency, Parking Requirements

Motion by Albright, seconded by Pinke to approve the updated ordinance 71.04 Declaring Snow Emergency, Parking Requirements. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried. Ordinance will go into effect after publication.

72.03-72.07 Snowmobiles

Motion by Albright, seconded by Pinke to approve the updated ordinance 72.03-72.07 Snowmobiles. Voting yes: Pinke, Albright, Fischer and Haarstick. Voting No: None. Motion carried. Ordinance will go into effect after publication.

91.02 Cats and Dogs

Albright stated he has checked with the following communities who do not regulate cats: Alexandria and St. Cloud. Discussed only requiring cats to wear a tag when leaving its own property or dwelling. Council agreed to table the ordinance and have planning commission review and update.

Staff Reports

Mike DuFrane, Utilities Superintendent stated he had no report.

Kyle Theisen, Liquor Store Manager reviewed 2022 fiscal reports.

Information & Announcements

Currently 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, 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, Engbretson, Lammers)
- g. League of MN Cities Annual Conference (Mayor, Council & Lammers)
- h. Municipal Beverage Association (MMBA) (Theisen) Arrowwood

Adjournment

The business for which the meeting was called having been completed, the meeting was adjourned at 9:06 pm.

Vergas City Clerk-Treasurer
Julie Lammers, CMC

CITY OF VERGAS

Bill Listing for January 12, 2023 to February 10, 2023

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
Adobe Reader	All Depts., Computer Program	16.10
City of Vergas	Payroll	9,205.69
Colonial Life	Employee Reimbursed Insurance	58.12
Aramark	Event, Shop, rugs and towels	47.37
CDH-Vergas Fire	Grant reimbursed training	650.00
MN DNR-waters	2022 DNR Report on water use	169.86
MN DNR	Park, Aquatic Plant Management Permit	35.00
MCFOA-Region 1	Clerk - training	20.00
Internal Revenue Services	2023 Withholding Tax	3,209.15
Lake Region Electric	Sign, electricity	45.81
MN Dept. of Revenue	Sales Tax	60.00
MN Dept. Revenue	2023 Withholding Tax	469.65
Public Employees Retirement Assoc.	Payroll	3,866.84
CDH-Vergas Fire	Reimbursed Municipal Contribution	24,409.25
Vergas State Bank	Shazam Fee	1.00
Total for bills paid between Council Meetings		<u>\$42,263.84</u>

Date Range : 1/14/2023 To 2/15/2023

<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>
02/15/2023	Aramark	Event, towels, rugs Inv 2520132201, 2520146644	23498	\$149.14			
					100-45110-210-	EVENT CENTER	\$149.14
02/15/2023	Arvig Communication Systems	All Depts, fax, internet and cameras (Jan & Feb)	23499	\$1,226.56			
					100-43010-321-	City Shop	\$135.00
					100-45110-321-	EVENT CENTER	\$184.00
					609-49751-321-	Liquor Store - Manager - Off-Sale	\$577.00
					100-41010-321-	GENERAL GOVERNMENT	\$330.56
02/15/2023	Blue Cross Blue Shield of Minnesota	Employees Health Insurance Premium, Feb. 2023	23500	\$3,489.62			
					100-41405-131-	Clerk	\$221.47
					601-49440-131-	Water Utilities - Administration and General	\$442.94
					602-49490-131-	Sewer Utilities - Administration and General	\$442.94
					100-43110-131-	Highways, Streets & Roadways	\$332.21
					100-45210-131-	Parks	\$332.20
					609-49751-131-	Liquor Store - Manager - Off-Sale	\$1,717.86
02/15/2023	Card Member Service	Event, screen Clerk, training	23501	\$1,372.69			
					100-45110-210-	EVENT CENTER	\$402.69
					100-41405-331-	Clerk	\$323.33
					601-41405-331-	Clerk	\$323.33
					602-41405-331-	Clerk	\$323.34
02/15/2023	CDH-Vergas Fire Department	Fire and Rescue, 1st Quarter contribution & Air Packs (paid by 10% gaming)	23502	\$3,840.94			
					100-42210-405-	Fire Administration	\$3,290.94
					100-42210-999-	Fire Administration	\$550.00
02/15/2023	Corporate Technologies, LLC	All Depts, Technology Inv #80786, 80969	23503	\$447.40			
					100-41010-200-	GENERAL GOVERNMENT	\$447.40

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02/15/2023	Detroit Lakes Overhead Door Service	Shop, repair garage door	23504	\$305.00	100-43010-400-	City Shop	\$305.00
02/15/2023	Dewey's Septic Service	Sewer, jetted line	23505	\$325.00	602-49490-300-	Sewer Utilities - Administration and General	\$325.00
02/15/2023	Dacotah Paper Company	GG, supplies	23506	\$70.66	100-41010-200-	GENERAL GOVERNMENT	\$70.66
02/15/2023	Michael DuFrane	St, Parks, Water, Sewer, cell phone & safety glasses	23507	\$203.70	100-43110-321- 100-45210-321- 601-49440-321- 602-49490-321- 100-43110-210-	Highways, Streets & Roadways Parks Water Utilities - Administration and General Sewer Utilities - Administration and General Highways, Streets & Roadways	\$18.75 \$18.75 \$18.75 \$18.75 \$128.70
02/15/2023	Matthew Engebretson	St, Pk, reimbursed cell phone	23508	\$25.00	100-43110-321- 100-45210-321-	Highways, Streets & Roadways Parks	\$12.50 \$12.50
02/15/2023	Frazee-Vergas Forum	GG, legal Ads, subscription Event, ad	23509	\$358.00	100-41010-350- 100-41010-200- 100-45110-350-	GENERAL GOVERNMENT GENERAL GOVERNMENT EVENT CENTER	\$308.00 \$35.00 \$15.00
02/15/2023	Custom Concrete Coatings	Event, floors second half of payment	23510	\$27,072.00	100-45110-530-	EVENT CENTER	\$27,072.00
02/15/2023	Gopher State One Call	Wtr, Swr, Locates 2023 Annual Fee	23511	\$50.00	602-49490-210-	Sewer Utilities - Administration and General	\$25.00

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					601-49440-210-	Water Utilities - Administration and General	\$25.00
02/15/2023	GWorks	Wtr, Swr, UBMax annual service	23512	\$592.00			
					601-49440-200-	Water Utilities - Administration and General	\$296.00
					602-49490-200-	Sewer Utilities - Administration and General	\$296.00
02/15/2023	Great Plains Natural Gas Company	Event, Shop, utility (Jan-Feb)	23513	\$2,314.39			
					100-45110-380-	EVENT CENTER	\$1,368.67
					100-43010-380-	City Shop	\$945.72
02/15/2023	HOBART TOWNSHIP	2022 Town Line Road grading	23514	\$395.65			
					100-43110-400-	Highways, Streets & Roadways	\$395.65
02/15/2023	JH Signs & Designs, Inc	GG, Golf Cart Permits	23515	\$30.00			
					100-41010-210-	GENERAL GOVERNMENT	\$30.00
02/15/2023	Lakes Community Cooperative	Streets, operating fuel	23516	\$335.32			
					100-43110-210-	Highways, Streets & Roadways	\$335.32
02/15/2023	Julie Lammers	Clerk, training mileage (72 miles) Cell Phone, reimbursement	23517	\$120.00			
					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
					100-41405-331-	Clerk	\$45.00
02/15/2023	Leighton Broadcasting	Event, 2022 advertising	23518	\$199.00			
					100-45110-340-	EVENT CENTER	\$199.00
02/15/2023	Alex Levenhagen	Event, return deposit event 1/22/2023	23519	\$75.00			
					100-45110-999-	EVENT CENTER	\$75.00

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02/15/2023	Marco Inc	Copier, contract (Jan-Feb)	23520	\$369.36			
					100-41010-200-	GENERAL GOVERNMENT	\$123.12
					601-49440-200-	Water Utilities - Administration and General	\$123.12
					602-49490-200-	Sewer Utilities - Administration and General	\$123.12
02/15/2023	Minnesota Life Insurance Company	Employee Life Ins	23521	\$120.20			
					100-41405-131-	Clerk	\$6.00
					100-43110-131-	Highways, Streets & Roadways	\$32.60
					100-43110-999-	Highways, Streets & Roadways	\$6.00
					609-49751-131-	Liquor Store - Manager - Off-Sale	\$21.60
					609-49751-131-	Liquor Store - Manager - Off-Sale	\$54.00
02/15/2023	Minnesota Rural Water Association	Water, Membership	23522	\$420.00			
					601-49440-345-	Water Utilities - Administration and General	\$420.00
02/15/2023	Minnesota Rural Water Association	Water, training - DuFrane	23523	\$275.00			
					601-49440-331-	Water Utilities - Administration and General	\$275.00
02/15/2023	Napa Auto Parts	Shop, supplies	23524	\$77.39			
					100-43010-210-	City Shop	\$77.39
02/15/2023	MENARDS - DETROIT LAKES	Event, tarps & casters	23525	\$146.86			
					100-45110-210-	EVENT CENTER	\$146.86
02/15/2023	Nardini Fire Equipment Co.,Inc.	All Depts, 2023 service and fire ext. Inspection	23526	\$1,655.00			
					100-45110-400-	EVENT CENTER	\$1,078.00
					100-43110-400-	Highways, Streets & Roadways	\$115.40
					100-43110-400-	Highways, Streets & Roadways	\$115.40
					601-49440-400-	Water Utilities - Administration and General	\$115.40

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					602-49490-400-	Sewer Utilities - Administration and General	\$115.40
					609-49751-400-	Liquor Store - Manager - Off-Sale	\$115.40
02/15/2023	Otter Tail County Highway Dept.	St, salt/sand (2022)	23527	\$554.71			
					100-43125-210-	Ice and Snow Removal	\$554.71
02/15/2023	Otter Tail Power Company	All depts, utility	23528	\$3,859.71			
					100-45110-380-	EVENT CENTER	\$544.33
					100-43010-380-	City Shop	\$195.11
					100-45210-380-	Parks	\$191.40
					601-49440-380-	Water Utilities - Administration and General	\$1,108.41
					602-49490-380-	Sewer Utilities - Administration and General	\$470.10
					100-43160-380-	Street Lighting	\$1,350.36
02/15/2023	Olson Oil Co.	St, perating supplies	23529	\$108.70			
					100-43110-210-	Highways, Streets & Roadways	\$108.70
02/15/2023	Perham Office Supply	GG, office supplies	23530	\$44.19			
					100-43010-210-	City Shop	\$44.19
02/15/2023	Perham Printing	GG, Letterhead	23531	\$96.19			
					100-41010-200-	GENERAL GOVERNMENT	\$96.19
02/15/2023	Productive Alternatives, Inc.	Event Center, Cleaning Inv#73165, 72901	23532	\$186.13			
					100-45110-300-	EVENT CENTER	\$186.13
02/15/2023	S & S Security Services, LLC	Event, security system	23533	\$50.00			
					100-45110-400-	EVENT CENTER	\$50.00
02/15/2023	Steve's Sanitation, Inc.	Park & Event, garbage	23534	\$291.32			
					100-45210-384-	Parks	\$163.54
					100-45110-384-	EVENT CENTER	\$127.78

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02/15/2023	Skal Bar and Grill	Event, refund due to floors for pickleball rental	23535	\$85.90			
					100-45110-999-	EVENT CENTER	\$85.90
02/15/2023	Kyle Theisen	LS, cell phone reimbursement	23536	\$25.00			
					609-49751-321-	Liquor Store - Manager - Off-Sale	\$25.00
02/15/2023	Tammy Kinsella	GG, Thank you cards/envelopes	23537	\$106.51			
					100-43128-200-	YARD WASTE	\$106.51
02/15/2023	Vergas Auto Repair	St, battery	23538	\$211.00			
					100-43110-400-	Highways, Streets & Roadways	\$211.00
02/15/2023	Vergas Hardware	All Depts, supplies	23539	\$75.59			
					100-43110-210-	Highways, Streets & Roadways	\$67.61
					100-41010-210-	GENERAL GOVERNMENT	\$7.98
02/15/2023	Vergas Insurance Agency, LLP	Bond, Public Official Renewal	23540	\$100.00			
					100-41110-360-	Council/Town Board	\$100.00
02/15/2023	Widseth Smith Notlting & Assoc. Inc	Engineering 2023, Glen St, W Lake St, 1st St, Comp Street Study	23541	\$4,448.00			
					100-43110-303-	Highways, Streets & Roadways	\$2,125.00
					100-43110-303-	Highways, Streets & Roadways	\$1,375.00
					100-43110-303-	Highways, Streets & Roadways	\$948.00
02/15/2023	Zitzow Electric, Inc.	Swr, service work	23542	\$98.55			
					602-49490-300-	Sewer Utilities - Administration and General	\$98.55

Date Range : 1/14/2023 To 2/15/2023

<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>
Total For Selected Claims				\$56,402.38			\$56,402.38

Bruce E Albright				City Council/Town Board			Date
Dean Haarstick				City Council/Town Board			Date
Julie A Bruhn				City Council/Town Board, Mayor			Date
Natalie K Fischer				City Council/Town Board			Date
Paul Pinke				City Council/Town Board			Date

City of Vergas Liquor Store Checks Paid in January 2023

Vendor	Description	
Absolut Ice		130.90
Aramark		51.34
Artisan Beer Company		190.80
Bergseth Bros		8,134.80
Beverage Wholesalers		1,936.30
Blue Cross/Blue Shield	Employee Insurance	1,640.64
Breakthru Beverage		693.29
Card Member Bell Bank	LS, supplies and products	130.87
City of Vergas	Water/Sewer	59.30
City of Vergas	Donation to Event Center Purse Bingo	150.00
City of Vergas	Payroll	2,550.89
Colonial Life	Employee Reimbursed Ins	124.12
Datamann, Inc	Computer Support	90.50
D-S Beverage		7,019.39
Great Plains Nat Gas		259.64
Internal Revenue Service	2023 Withholding Tax	652.07
Johnson Brothers Liquor Co		8,301.70
Leighton Broadcasting	Advertising	100.00
Loren Menz	Entry way wall	1,560.75
Menards-Detroit Lakes	Supplies	109.05
Merchant Service	2022 Dec. Credit Card fees	1,198.19
MN Dept. of Revenue	Sales Tax-Dec 2022	5,457.00
MN Dept. Revenue	2023 Withholding Tax	190.35
Otter Tail Power	Utility	437.44
Ottertail Lakes Country Tourism Assoc	Advertising	150.00
Outstate Brewing		73.00
Phillips Wine & Spirits		4,919.92
Public Employees Retirement Assoc.	Payroll	422.20
Southern Wine & Spirits of MN		1,238.79
Theisen Kyle	Cell Phone reimbursement	25.00
Vergas Community Club	Membership	50.00
Vergas Hardware	Supplies	50.95
Viking Coca-Cola Bottling Co		151.50
Vinocopia		647.20
Total		<u>\$48,897.89</u>
January Receipts		<u>46,164.11</u>
	Total Operating Income (Loss)	(\$2,733.78)

AGED BALANCES

CITY OF VERGAS

DATE: 02/09/2023 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
21	N	BENJAMIN KRIEG	\$76.99	\$74.49	\$62.41	\$0.00	\$213.89
110	N	DAY, SHAWN	\$103.86	\$94.01	\$82.04	\$0.00	\$279.91
211	N	LEMON, BRANDON	\$132.54	\$150.67	\$96.21	\$0.00	\$379.42
430	N	MARING, NICOLE	\$76.92	\$69.95	\$5.46	\$0.00	\$152.33
470	N	TRISTYN LEWIS	\$105.77	\$83.13	\$51.23	\$0.00	\$240.13
621	N	WOODS, CASSANDRA	\$145.58	\$123.51	\$105.19	\$84.77	\$459.05
780	N	FRANKLIN, PAM	\$75.06	\$68.65	\$62.41	\$0.00	\$206.12
1371	N	DARYL PIXLEY	\$68.43	\$62.21	\$56.55	\$0.00	\$187.19
1621	N	RATZ, ASHLEY	\$62.52	\$61.70	\$53.99	\$0.00	\$178.21
7701	N	BRACKEN, JOSEPH &	\$604.80	\$176.58	\$101.66	\$0.00	\$883.04
Totals(10):			\$1,452.47	\$964.90	\$677.15	\$84.77	\$3,179.29

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
December 31, 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	\$124.79	\$695.85	\$5,696.44	\$64,040.25	\$15,306.40	\$85,863.73
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	\$124.79	\$695.85	\$5,696.44	\$64,040.25	\$15,306.40	\$85,863.73
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	\$124.79	\$695.85	\$5,696.44	\$64,040.25	\$15,306.40	\$85,863.73
TOTAL LIABILITIES & FUND BALANCES	\$124.79	\$695.85	\$5,696.44	\$64,040.25	\$15,306.40	\$85,863.73

West Central Initiative
Vergas Community Fund
Revenues and Expenditures
For the Period July 1, 2022 to December 31, 2022

	General Fund	Event Center Fund	Trails, Parks and Recreation Fund	Veteran's Memorial Fund	Economic Development Fund	Total
REVENUES:						
Foundation Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Government Grants	\$0.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00
Corporate Contributions	\$0.00	\$0.00	\$10,250.00	\$5,800.00	\$0.00	\$16,050.00
Individual Contributions	\$0.00	\$110.00	\$8,319.33	\$15,849.65	\$25.00	\$24,303.98
Transfers from Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Earnings-General	\$0.85	\$4.97	\$438.27	\$845.73	\$129.71	\$1,419.53
Total Revenues	\$0.85	\$114.97	\$31,007.60	\$22,495.38	\$154.71	\$53,773.51
EXPENDITURES:						
Miscellaneous Expense	\$0.00	\$0.00	\$21.63	\$4.78	\$0.00	\$26.41
Administrative Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Postage Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Raising Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Board Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pledge Loss Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grants to Other Entities	\$0.00	\$0.00	\$48,635.00	\$32,468.36	\$0.00	\$81,103.36
Total Expenditures	\$0.00	\$0.00	\$48,656.63	\$32,473.14	\$0.00	\$81,129.77
EXCESS REVENUE OVER EXPENDITURES	\$0.85	\$114.97	(\$17,649.03)	(\$9,977.76)	\$154.71	(\$27,356.26)

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	8	1/10/2023
Infrastructure: Paint Water tower out of these funds to keep water costs down that are passed onto residents.	Residents	\$123,000	9	
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	6	3/8/2022
It Support - Fire Wall and Microsoft 365	General Government	\$4,373.00	4	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	7	7/12/2022
Camera's	General Government	\$3,450.00	5	10/11/2022
Parks	General Government	\$11,347.19		

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	Wideth Mapping System	General Government	4,600.00
City Camera System	Arvig	General Government	\$3,450.00
Event Center Floors		General Government	\$10,000.00

Total Expenses

\$27,120.16

Total in Fund

\$11,347.19

City of Vergas
Investment Schedule
2023

	<u>Account Number</u>	<u>12/31/22</u>	<u>Purchase</u>	<u>Sold</u>	<u>Interest Earned</u>	<u>12/31/23</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
General Fund	325657	164,036.15	0.00	0.00	0.00	164,036.15	0.30	MMDA
Sewer Reserve	19753	26,910.87	0.00	0.00	0.00	26,910.87	0.40	12/27/2023
Sewer and Water Debt Service	19759	37,395.60	0.00	0.00	0.00	37,395.60	0.35	7/17/2023
Liquor Fund	20338	146,467.95	0.00	0.00	0.00	146,467.95	1.75	12/9/2023
Totals		<u>374,810.57</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>374,810.57</u>		

City of Vergas
Bond Schedule
2023

<u>Title</u>	<u>Purchase Date</u>	<u>Beg. Balance</u>	<u>Interest Rate</u>	<u>Bank</u>	<u>Maturity Date</u>	<u>Balance 12/31/2022</u>	<u>Interest Due 12/31/2023</u>	<u>Total Due 12/31/2023</u>	<u>Amount Paid in 2023</u>
General Obligation Improvement Refunding Bonds,	12/15/2015	\$299,000.00	2.43%	Vergas State Bank	2/1/27	252,315.75	29,173.50	281,489.25	30,089.50
Water/Sewer Refunding Bonds	6/9/2009	\$475,000.00	4.09%	US Bank N.A.		187,150.00	83,352.50	270,502.50	40,870.00
General Obligation Improvement	6/11/2019	\$985,000.00	3.10%	Northland Trust	2/1/40	1,351,645.72	352,715.09	1,311,645.72	67,401.26
General Obligation Water Revenue Note, Series 2022A	2/1/2022	<u>\$132,000.00</u>	2.00%	Vergas State Bank	2/1/32	146,920.00	14,920.00	<u>146,920.00</u>	<u>1,320.00</u>
Total		\$758,291,000.00				1,938,031.47		1,863,637.47	139,680.76

Heart of the Lakes & Heartland Trail Connection to Vergas Advisory Committee Meeting

Tuesday, January 31, 2023

11:00 am

Vergas Event Center and Zoom

Present: Patrick Hollister, Tony Sailer, Blaine Green, Jillian Reiner, Tracey Von Bargaen, Chuck Grotte, Deb Sjoström, Steph Hogan, Mara Davis, Engineer Jeff Kuhn, Mary Safgren, Bob Williams of the Frazee-Vergas Forum and Clerk-Treasurer Julie Lammers.

Absent: Kevin Fellbaum, Paul Pinke, Jay Norby and Jill Shipman.

Call to Order

Julie Lammers called meeting to order, and members introduced themselves.

Additions and Deletions

None.

Partnership4Health Community Health Board and Vergas Agreement

Patrick Hollister reviewed the funding of the trail plan. All work needs to be completed by September 20, 2023.

Trail Plans

Jeff Kuhn reviewed the plan and committee discussed ideas for trail placement. Otter Tail County has developed a master plan for the county which will provide some information to facilitate development of our trails. We need to determine sites we would like to connect: lakes, access, parks, away from a potential impact, etc. Please review the Otter Tail County plan which is located on their website before the next meeting. May want to review maps from the Lakes Area Bike Club where there is a route along County Highway 4.

Timeline and Meeting Dates and Times

We will begin meeting monthly and change as needed. Next meeting will be Tuesday, February 28, 2023 at 11:00 am on Zoom or Teams.

Meeting adjourned at 11:50 am.

Julie Lammers
City Clerk-Treasurer
City of Vergas

Follow up actions:

Wideth will provide information (maps) regarding trail routes to consider.
Schedule 2 public hearings: 1 in Vergas, 1 in Frazee

Recommendations to Council:

None.

**Vergas EDA/HRA
Vergas State Bank Meeting Room
2:00 PM on Tuesday, January 7, 2023**

The City of Vergas Economic Development Authority (EDA) and Housing Redevelopment Authority (HRA) met on Tuesday, January 7, 2023 at 2:00 pm at the Vergas State Bank meeting room with the following members present: Bruce Albright, Joy Summers, Vanessa Perry, Duane Ditterich and Julie Lammers. Absent: Kevin Zitzow. Also present: Joe Clauson.

Call to Order

Meeting was called to order by Vice President Bruce Albright.

Agenda Additions and Deletions

Motion by Perry, seconded by Ditterich to approve agenda with the following additions: Rental Properties, Eva and Diane properties and THC. Motion carried.

Minutes

Motion by Albright, seconded by Perry to approve minutes for the December 6, 2022 meeting. Motion passed unanimously.

Status of Recommendations to City Council

None.

Financial Update

Lammers provided financial information for EDA/HRA.

Old Business

2023 Housing and Economic Goals.

Albright reviewed goals and timeline.

CEDA (Community and Economic Development Associates)

Lammers reviewed the organization CEDA, and members discussed pros and cons of hiring this firm to work with the City to enhance the EDA. Motion by Perry, seconded by Summers to invite a CEDA representative to our March meeting. Motion passed unanimously.

New Business

Rental Properties

Joe Clausen, owner of the Pelican Motel asked members if there would be interest in a motel, cabins and campground in Vergas. Members stated the housing study and the comprehensive plan have both supported a hotel in Vergas. The need is from rentals at event center, tourists, property owners not having enough room for guests, snowmobilers and fisher people (both winter and summer). Discussed properties in Vergas large enough and encouraged Clausen to proceed with plans for lodging. Albright encouraged him to return to the EDA/HRA with any questions or if we can provide any support or assistance.

THC

Otter Tail County has put a pause on the sale of THC products for up to 12 months to allow for adequate time to study this issue and develop ways to address public health and safety concerns. It also allows the legislature time to give additional direction at the state level. This may lead to restrictions like requiring a license to sell, who can sell THC products, where THC products can be displayed and regulations that could limit where THC products can be purchased. The City is allowed to approve an ordinance to sell THC with licensing and requirements, two cities who have done so are Otter Tail and Perham. The City of Vergas Council reviewed an ordinance to allow the sale of THC in Vergas and voted against it due to the inability to regulate the sales. Committee members agreed with Council this issue will need to be reviewed by the County before Council should enact an ordinance to sell THC. We need to protect our businesses and we do not have viable resources to do so at this time.

Eva Street and Diane Avenue Properties

Lammers provided financial data regarding tax forfeited lots and Albright explained he would be meeting with Lammers to write letter. Perry stated she has contact with representatives and will also look into getting information on how the EDA/HRA could obtain the lots.

Meeting adjourned at 3:05 p.m.

Julie Lammers

City Clerk-Treasurer

City of Vergas

Council Recommendations

None.

Follow up Actions.

Lammers with assistance from Albright will construct a letter to Senate, House and MN Tax Exempt regarding tax forfeited lots on Eva and Diane.

Lammers to add Give to the Max Fundraiser to the August meeting agenda.

Lammers invite CEDA Representative to March meeting.

DRAFT

City Council
2023 February Council Meeting
CDH-Vergas Fire Hall
6:30 PM on Wednesday, February 15, 2023

6. Committee Reports

- A. Parks
 - 1. ACS Agreement
 - 2. Facility Agreement
 - 3. Water Ski Group
 - 4. Swim Lesson
- B. Event Center
 - 1. Free and Reduced Rate
- C. Personnel
 - 1. Accident/Incident Report
 - 2. Time Clocks
 - 3. Drug Alcohol Policy
 - 4. Hiring Policy
 - 5. COLA
 - 6. Personnel Policy
- D. Planning Commission
 - 1. Ordinance- Dogs and Cats
- E. Liquor Store/Municipal Building/Licenses
 - 1. Widseth Architect Plans
- F. Streets/Sidewalks/Yard Waste
 - 1. Storm Sewer Map

Files Attached

- January 2023 Park Board Advisory Meeting Minutes.pdf
- Park_East Otter Tail Soil & Water Conservation District.pdf
- Park_Vergas_Estimate- ACS.pdf
- Resolution 2023-003 to enter into an agreement with Frazee High School.pdf
- Park_Facility Use agreement -Baseball Fireld.pdf
- 2023-02-01 Event Center Agenda Minutes.pdf
- 2023-02-06 Event Center Agenda Minutes.pdf
- Event Center Free Use or Reduced Rent Policy for Lion's March 11.pdf
- Personnel Committee mtg 1 25 2023.pdf
- Personnel Committee Mtg 2 8 2023.pdf
- Accident - Incident Form.pdf
- Payroll_timeclocks.pdf
- Draft DOT-Drug-and-Alcohol-Testing.pdf
- Policy for Hiring Employees.pdf
- 2023 Proposed Pay Structure 02-15-2023 effective 1-1-2023.pdf
- Proposed 02-15-2023 Personnel Policy City of Vergas.pdf
- 01-23-2023 Planning Commission Meeting Agenda & Minutes.pdf
- Proposed Cat and Dog Ordinance.pdf
- Liquor Store_Municipal Buildings_Licenses Committee mtg 2 1 2023.pdf

- Widseth Liquor Store Proposal.pdf
- 02.09.23SSYWminpdf.pdf
- County Garage Parking Options.pdf

MINUTES

VERGAS PARKS & REC ADVISORY BOARD MEETING

Vergas Event Center 1/26/2023 at 5:00 p.m.

MEMBERS PRESENT: Sherri Hanson, Tony Sailer, Steph Hogan, Matt Engebretson (city), Dean Haarstick (council)

MEMBERS ABSENT: Carol Albright and Sydney Glawe

OTHERS PRESENT: Chuck Hanson and Mike Dufrane

Chuck Hanson was introduced to the board by Sherri.

APPROVAL OF NOVEMBER MINUTES: Steph made the motion to approve the minutes, Tony seconded the motion, and the board voted and motion passed.

BUDGET: Unavailable.

PICNIC TABLES: Tony has received plans for the construction of picnic tables that can be constructed for the city. Chuck has a building which is heated and large enough to construct the tables. (Chuck is retired and lives on Lake Sybil.) Tony and Chuck have volunteered to oversee the construction and will work to also enlist other volunteers. The Community Club has offered the funds to buy materials for 5 new tables. Mike said the city could use 10 new tables, but Mike and Matt could also do repair work on some of the old tables in the city shop. The estimated cost for supplies for a new table is \$150 For treated wood. Untreated wood would be less but would require painting. Unpainted wood probably best for tables for surfaces where there is food. Lumber would need to be painted before construction, allowed to dry, and then constructed. Chuck would open his shop and the painting could be done there. Chuck would pick up the materials and after construction they can be stored at the city shop and can be stored outside. Sherri will ask for additional funds from the Community club for the additional tables and repairs or if funds are not available 5 tables this year and 5 next year. We will ask for volunteers for the building and painting of the tables, put out dates for the project and come up with a plan. We will paint the tables park green and we can purchase the paint from the Vergas Hardware.

WEST CENTRAL INITIATIVE APPLE TREES: The West Central Initiative has offered to give us 2 Apple trees. They could be purchased at Crossroads in Vergas or West Central Initiative would buy them for us. The thought was that we could plant them up at Tin Can Alley. Mike wondered about the other trees that need planting. We have discussed the removal and replanting of the Hager trees on the trail as well. Wondered about maybe some lilacs along the roadway as well as the 4-7 maple trees.

FACILITY AGREEMENT: Tony has written a facility agreement for the use of the ball fields by Frazee School for games and practices. In the past this has not been done but is needed. The agreement requires that Frazee have their own insurance and notify the city office of their schedule. Frazee is also required to let city know of any problems they have with the field, do their own pregame field prep, and dispose of their trash after they have used the field. There should not be alcohol consumption at the games since it is being used for school event. It was recommended this agreement be sent on to the council for approval. Steph made the motion to send agreement to council, Tony seconded.

ICE RINK: There is an ice rink cleaned at the lake. This is not the ideal place. There is a company called EZicerinks.com, that makes rink frames which board members should look at. This company makes plastic frames that can be customized. We might look at something 120 feet x 80 feet. Pelican Rapids had a similar set up for a rink. Problem for us would be where to put it. Suggestions were the state land, parking lot down by the beach, up by the pickle ball courts, in front of Hanson's, or if Troy would give permission the insulation plant parking lot. Board members need to look for spots and bring back next meeting.

LOONS: The board discussed the loon statues as a money making protect. The standing loons are molded and can be purchased \$4.49 each for 100. We are ordering 100. We would be responsible for their painting. We could sell the loons for at least \$10 but probably \$15 each. Maybe do a paint the loon wine and cheese event. We might also do a paint the loon contest. We could include a kids paint the loon activity.

COUNCIL APPROVED: The council has approved accepting the bid from Eastman Fence & Sons Inc for \$10,000 to replace fence along the trail. Mike and Matt will remove the old fence so need to coordinate with Eastman Fence and Sons for the safe replacement.

\$6,830 was also approved for Widseth Engineers plans to develop the park on Long Lake. The cost of those projects will come out of the park Board budget.

MIKE UPDATES: Mike and Matt have cleared a rink on Long Lake for a rink. Mike was waiting to clear again till after forecast snow, we explored ideas for use of the rink. Maybe a day of play including curling, squash and broom ball tournament. Steph is going look into possible broom ball tournament for kids.

There was discussion about the porta potties. Mike said the Porta potties down at the park would require cleaning once a week. The bath house has just been declared a disgusting alternative.

WATER SKING: North Star Water Ski, group that performed at Looney Days contacted Sherri and would like to practice on Long Lake this summer. Practices would be on Tuesday and Friday and once a month they would do a Friday show. They would need to put in their own dock and lifts down by the pavilion. The team would need to do cleanup, they would ask for help in hauling away brush. They have their own insurance. The team had given funds from their shows back to the city last year Looney Days. Tony made a motion to approve a recommendation to council for a one-year trial and Steph seconded. Motion carried.

CHANGE OF MEETING TIME: We had changed the meeting time from 3:00 to 5:00 when Sydney joined the board to make meetings work with her schedule. Sydney is seldom able to make our meetings and so the board decided unanimously to go back to the 3:00 PM meeting time the 4th Thursday of the month. Sherri will talk with Sydney about her future plans.

SWIM LESSONS: Board asked if we wanted to combine with Frazee again this summer for swim lessons. That worked well last summer so we do want to work with Frazee although there is no grant so there will be a fee. We will take this to the City Council.

MOTION MADE TO ADJOURN : Sherri made the motion to adjourn, and Tony seconded the motion. Board voted and passed.

NEXT MEETING February 23

Minutes recorded by Steph Hogan

ITEMS NEEDING COUNCIL APPROVAL:

Facility Agreement

Water Ski Group practice on Long Lake and install dock and lifts

Swim Lesson program with Frazee

NEED TO TAKE TO COUNCIL

Baseball Field Agreement (Facility Agreement)

CITY OF VERGAS

EROSION CONTROL

DESCRIPTION:

The City of Vergas is experiencing some erosion along the top of their boardwalk trail, near the shoreline restoration installed in 2020. Along the cement sidewalk at the top of the slope, gravel keeps washing away down towards the lake.

The city should scoop out the top layer of gravel, bring in black dirt, and smooth out the slope. Care should be taken to avoid the native vegetation already growing on the western side, closest to the boardwalk. Once that work is done, the SWCD can come in with native seed and lay a heavy-duty turf reinforcement matting over the top and staple it in. This matting will provide a stable area for plants to establish, and will stay in place for the life of the project. The SWCD will also install a straw wattle along the top edge of the planting area, in order to reduce velocity of water running over the area. Once the plants are established after the first growing season, this can be removed and seed can be spread over that area.

The area is approximately 10 feet wide by 40 feet long, at the edge of the driveway and sidewalk. After installation, the planting should be watered regularly until plants are established.



SIMILAR PROJECTS IN OTTER TAIL COUNTY



COST ESTIMATE:

Project Supplies	Estimated Costs
Seed	\$45.00
Materials	\$475.00
SWCD Installation Fee	\$150.00 (estimated 6 hours @ \$25/hour)
Landowner Volunteer Hours	\$398.30 (estimated 10 hours @ \$24.83/hour)
Estimated Project Total (+10%)	\$1010.13
Estimated Cost Share Contribution (75%)	\$757.60
Estimated Landowner Contribution (25%)	\$252.53

This is only an estimate; size, price, and variety may vary depending on availability.

COST SHARE PROGRAM FACTS:

The program works on a reimbursement basis. [You will be required to pay the entire materials and hired labor costs and then submit the receipts for reimbursement.](#) All Cost Share payments must be approved by the SWCD Board at a monthly board meeting. EOT SWCD Meetings are generally the third Wednesday of the month.

We request that the project area be open to viewing by individuals interested in restorations, with prior arrangement. SWCD employees will be able to check on your planting without prior arrangement on occasion, as we are required to inspect your project on the first, fifth, and ninth years. We will do our best to avoid disturbing quiet times or family events.

There are no guarantees on the survival of plants after they have been planted. Any bare areas where the planting doesn't take should be replanted, ideally with a different species better suited to that particular area. You are responsible for maintenance which will mainly be necessary in the first three years. Technical assistance will be available to help you identify problem species and develop a maintenance plan.

The project must be maintained for the life of the cost share contract (usually 10 years). If the property sells before 10 years, the new owner takes over responsibility of the remainder of the project's life. If the project is not maintained, the landowner will either need to re-do the project without financial assistance or pay 150% of the cost shared amount back to the SWCD to be relieved of the cost share contracts terms & conditions.

COST SHARE PROGRAM FACTS (CONTINUED):

ITEMS COVERED BY COST SHARE:

- Site preparation costs: this is performed by the landowner or a contractor, with all associated costs and labor reimbursed. Costs often include herbicide and treatments, tool rentals, time, and any additional equipment. Landowners must submit all receipts and track any hours to be included in the cost share.
- Native plants, both plug and seed
- Installation materials including erosion control fabric, mulch, coco logs, wooden stakes, rope, etc.
- Labor: SWCD, landowner(s), and private contractors, or any combination of the three
- Edging material is recommended, but not required. This helps prevent lawn grass from spreading into the planting.

ITEMS NOT COVERED BY COST SHARE:

- Rip rap (unless deemed necessary by our engineer in extreme situations)
- Aesthetic Landscaping: any additional services that do not serve in improving/maintaining the function of the buffer, such as large boulders, pavers, or non-native plants
- Maintenance: over the years a planting may require replacement plants, spot spray herbicide treatments, etc.



TIMELINE OF EVENTS

Fall 2022: The city will review this proposal and discuss any concerns or questions with SWCD Staff. When both Johnstons and the SWCD agree with the proposal, a cost share contract will be written up and brought to the East Otter Tail SWCD Board Meeting for approval (3rd Wednesday of the month).

Spring 2023: The top layer of gravel will be scooped off of the planting area, and black dirt should be smoothed over. A straw matting should be laid over the area to prevent loss of soil.

Early June 2023: On day of installation, a native seed mix and cover crop of oats will be spread across the entire area by hand and a Turf Reinforcement Matting will be stapled down over the area. A straw wattle will be placed at the top of the slope to slow any water running over the planting over the growing season. After installation, the whole thing will be watered to settle everything in.



A hillside on Marion Lake that has been seeded with native flowers & grasses and covered with erosion control matting. Plugs were planted 18 to 24 inches apart.

OPERATION AND MAINTENANCE:

The establishment of native plantings takes approximately 3 years. At this point in time all plants should have extensive root systems and have filled in the site, outcompeting most weedy species (if the weeds have been managed each growing season). Once the site has been planted, the first growing season produces smaller, weedy-looking plants. The second growing season generates more robust, showy plants. These natives are perennials and take two to three growing seasons to attain their full potential.

First Growing Season:

- Plants should get an inch of water per week (through rainfall or a sprinkler) to ensure the roots can become established. You can stop watering when neighborhood plants start turning brown (going dormant) for winter.
- Weed as necessary. SWCD staff is available to help id “good plants” from “bad plants”. See enclosed handout on common weeds in restorations. If you do a good job of weeding the first year, you will have less weeds the second year.
- Protect new plants from animals (deer, geese, muskrats, etc), if it becomes an issue.

Second Growing Season:

- Plants only need to be watered during times of drought.
- Weed as necessary. You should know by now what your problem weeds are. SWCD staff is available to help id plants. If you do a good job of weeding the second year, you should have hardly any weeds the third year.
- Replace damaged vegetation as needed.

Third Growing Season:

- Plants should be established, no additional watering is necessary.
- Weed as necessary. Continue to control “noxious weeds” if present.
- Replace damaged vegetation as needed

Fourth Growing Season and Beyond:

- Native plants benefit from being “shook up” with a prescribed burn (or a similar disturbance). This rejuvenates the restoration and you may see different flowers & grasses as a result.

Notes:

- Do not stockpile snow in the planting area
- Do not store docks, lifts, etc in the planting area while the plants are green. You may overwinter these items in the planting area when the plants are brown (dormant).
- You may clean out the restoration in the spring, if desired. It’s a personal choice if you want to clip the standing dead vegetation in the spring - It does not affect the planting either way.

OPERATION AND MAINTENANCE (CONTINUED):

It can be very difficult to distinguish native plants from weeds when they are very small seedlings. Identification can better be done once flowers have emerged. At this point the weed should be pulled (with the root), cut low to the ground, or cut off all flowering heads and dispose of them. Herbicide may be used, but must be spot applied by hand to ensure accuracy. If many weeds are present, the best method is to repeatedly trim the weedy vegetation down to 4-6 inches with a line trimmer. Noxious weeds include Canada & Plumeless Thistle, Spotted Knapweed, Leafy Spurge, Common Tansy, and Wild Parsnip. These noxious weeds will need to be controlled to keep from spreading.

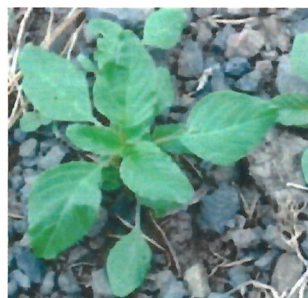
Some common weeds include:



Hoary Alyssum



Black Medic



Pigweed



Lamb's Quarters



Purslane



Sweet Clover



Common Ragweed



Plantain



Leafy Spurge



Canada Thistle



Spotted Knapweed



Orange Hawkweed



Common Mullein

TECHNICAL ASSISTANCE

The SWCD can provide technical assistance with the installation of this project. This includes:

- Ordering seed and plants for installation
- Coordinating delivery of seed and plants on day of installation
- Providing a no-till ATV seed drill for rent to plant seed (not recommended for steep slopes)
- Staging the planting area for the plugs by laying out 6 packs in the general area they should be planted
- Planting & installation of erosion control material if it's done during our preferred installation period (usually early June).
- Helping with plant identification as the planting becomes more established to determine planted versus weedy species and suggest specific maintenance to help the planting thrive
- Being available to hold educational opportunities such as plant identification, benefits of native plants, how a buffer functions, etc. for lake associations and other organizations.

I have reviewed this design & estimate, and agree to the cost share program, timeline, preparing the planting site, and operations & maintenance.

LANDOWNER

DATE

SWCD TECHNICIAN

DATE



East Otter Tail

Soil & Water Conservation District

Liz Wiese, Shoreland Specialist

218-228-2381

liz.wiese@eot.mnswcd.org

Pete Guck, Assistant Shoreland Specialist

218-228-2377

pete.guck@eot.mnswcd.org

City of Vergas Cost Estimate

Native Seed Mixes	Pounds	\$/lb	Total
Pioneer Mix	0.5	\$90.00	\$45.00
		Total	\$45.00

Material	Quantity	\$/Each	Total
P42 TRM	50	\$4.15	\$207.50
Staples	1 box	\$47.50	\$47.50
Straw Wattle 9"x25'	2	\$10.00	\$20.00
Black Dirt 10 yards	1	\$200.00	\$200.00
		Total	\$475.00

Labor	Quantity	\$/Each	Total
SWCD Labor	6	\$25.00	\$150.00
Volunteer Labor	10	\$24.83	\$248.30
		Total	\$398.30

Seed	\$45.00
<i>Plant Subtotal</i>	<i>\$45.00</i>
Material	\$475.00
Labor	\$398.30
Grand Total	\$918.30

Grand Total + 10% Contingency	\$1,010.13
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CITY OF VERGAS
COUNTY OF OTTER TAIL
STATE OF MINNESOTA
RESOLUTION 2023-003

RESOLUTION ENTERING INTO A FACILITY USE AGREEMENT WITH THE
FRAZEE HIGH SCHOOL AND THE CITY OF VERGAS

WHEREAS, The City Council of the City of Vergas has discussed an agreement presented by the Vergas Park Advisor Board;

WHEREAS, The City Council of the City of Vergas designates the Vergas Baseball Field, 230 Frazee Avenue in said city, as a facility allowed to be used for baseball games and practices;

WHEREAS, The City Council of the City of Vergas agrees that the policy includes the following:

1. **Equipment:** The City shall mow and otherwise maintain the field. FHS will prep the field (grooming, chalking) for game use and provide its own equipment and materials. FHS shall not create a dangerous condition on the field for players, coaches or the public that may use the field.
2. **Indemnification:** FHS shall defend and indemnify the City with respect to all claims brought by third parties, FHS and FHS staff for damages resulting from the negligence or otherwise wrongful act or omission by FHS or FHS staff while using the field, including costs and reasonable attorneys' fees.
3. **Schedule:** FHS shall provide the City of Vergas City Office with its expected game and practice schedule. (Email schedule to jlammers@cityofvergas.com)
4. **Notification:** FHS shall notify the City of any field or structure defects. By calling 218-302-5996 or emailing: mdufrane@cityofvergas.com. The City will undertake any defects.
5. **Insurance:** FHS shall provide the City with proof of insurance for use of the City facility.
6. **Fee:** The City shall not charge a fee for FHS to use the facility.
7. **Trash:** All trash generated by FHS must be picked up and disposed of properly in the receptacles provided.
8. **Relationship:** By entering into this agreement, no employment relationship is created between the City and any FHS staff, nor are the parties entering into a partnership or joint venture. The City does not provide supervision of the FHS staff when field maintenance is being undertaken, or during games and practices.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Vergas is designating the City Clerk-Treasurer to sign the Facility Use Agreement provided by the Vergas Park Board Advisory Board.

Adopted this 13th day of February 2023 by the City Council of the City of Vergas.

Julie Bruhn, Mayor

ATTEST:

Julie Lammers, City Clerk/Treasurer

FACILITY USE AGREEMENT

This Agreement is entered into as of the date written below by and between the City of Vergas, Minnesota, and Frazee High School (FHS).

Recitals

The City owns and operates the baseball field located at 230 Frazee Avenue Vergas MN .

FHS uses the City's baseball field for games and practices.

Agreement

1. **Equipment:** The City shall mow and otherwise maintain the field. FHS will prep the field (grooming, chalking) for game use and provide its own equipment and materials. FHS shall not create a dangerous condition on the field for players, coaches or the public that may use the field.
2. **Indemnification:** FHS shall defend and indemnify the City with respect to all claims brought by third parties, FHS and FHS staff for damages resulting from the negligence or otherwise wrongful act or omission by FHS or FHS staff while using the field, including costs and reasonable attorneys' fees.
3. **Schedule:** FHS shall provide the City of Vergas City Office with its expected game and practice schedule. (Email schedule to jllammers@cityofvergas.com)
4. **Notification:** FHS shall notify the City of any field or structure defects. By calling 218-302-5996 or emailing: mdufrane@cityofvergas.com. Any defects will be undertaken by the City.
5. **Insurance:** FHS shall provide the City with proof of insurance for use of the City facility.
6. **Fee:** The City shall not charge a fee for FHS to use the facility.
7. **Relationship:** By entering into this agreement, no employment relationship is created between the City and any FHS staff, nor are the parties entering into a partnership or joint venture. The City does not provide supervision of the FHS staff when field maintenance is being undertaken, or during games and practices.

Terms and Conditions

All trash generated by FHS must be picked up and disposed of properly in the receptacles provided. No glass containers are allowed and the sale and/or consumption of liquor or beer is prohibited at high school events.

I hereby for myself or any representative of my organization or group waive and release any and all rights and claims for damages I or representatives of my organization or group have against the City of Vergas and its representatives for any and all injuries suffered at any City of Vergas facility. I also assume full responsibility for any damages to equipment or to the facility during my use.

FRAZEE HIGH SCHOOL

Name: _____

Title: _____

Date: _____

CITY OF VERGAS

Name: _____

Title: _____

Date: _____

CITY OF VERGAS
Event Center Advisory Minutes
Vergas Event Center & Zoom Teleconference
5:30 P.M. on Wednesday, February 1, 2023

The City of Vergas Event Center Advisory Committee was called to order by Chairperson Paul Pinke on Wednesday, February 1, 2023, at 5:42 pm with the following members present: Paul Pinke, Julie Lammers, Mary Ditterich, Paul Haarstick, Vanessa Perry, Lyle Krieg, and Bev Flateland. Absent: none. Guests included: none.

Approval of the Agenda

Motion by Perry, seconded by Ditterich to approve the agenda with the additions of “Lion’s Appreciation Dinner”, “Electricity in Kitchen”, and “Community Club”. Motion carried unanimously.

Approval of Minutes

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

Council Recommendations

- A. Rental Ad on Sign: The ad space for rental information on the electronic sign was approved. Installation will begin in the spring.
- B. Event Center Flooring: Custom Concrete Coatings was approved to replace the flooring in the Event Center.

2022 Income and Expense

No update was provided.

Fundraising Events

- A. Gun Raffle: Continue promoting the gun raffle tickets at area businesses.
- B. Purse Bingo: Tickets are sold out for Purse Bingo. Event will happen on Saturday, February 4.
- C. Rummage Sale: No progress has been made on the rummage sale, will wait until previous two fundraisers conclude to make decisions.

Electronic Sign

Ad spaces for rental information have been approved and will be installed in the spring.

Building Update

Lammers stated that volunteers are needed to help remove items from the Event Center on Monday (2/6/23) morning so that the contractor can start removal of the old flooring. Sunday (2/5/23) we may need people to help take down chairs and tables from the Purse Bingo event. Discussed the list of items that needed to be removed. Lammers said that the toilets will need to be removed and will be replaced with new ones. The current toilets have aged and have become a persistent maintenance issue. Discussed the possible need for a mobile storage unit to store moved items.

Lion’s Appreciation Dinner

On March 11, the Lion’s will be hosting an appreciation dinner for residents and businesses in Vergas. They requested if it would be possible to use the Event Center for free. Lammers stated that the policy requires them to fill out an application. They will fill out the application and the Advisory Board will meet on Monday morning to discuss recommending to council.

Electricity in Kitchen

Ditterich said she spoke with Jeff Zitzow who stated that there is electrical on the wall where the ovens are. Discussed the need to wait until Joy Summers has finished the layout of the kitchen until appliances are purchased or electrical work starts.

Community Club

There was a question if the Community Club would be providing volunteers to help on Monday and if they knew about the gun raffle. Perry reminded the Advisory Board that she is a part of the Community Club and is their representative. She stated that Community Club members have been made aware of the gun raffle, and once Purse Bingo finishes they will work to promote those ticket sales.

Through consensus, the meetings will move to the first Tuesday each month starting in March. Then from May to September, the meetings will move to the first Wednesdays. Finally, the October, November, and December meetings will be on the first Tuesday.

Event Center Inspection

Advisory Board members recessed to tour and inspect the facility and see what items need to be moved for the work to start on Monday.

Council Recommendations

- None

Follow up Actions

- None

The business for which the meeting was called having been completed, the meeting was adjourned at 7:16 p.m.

Respectfully submitted,

Paul Haarstick, Recording Secretary

CITY OF VERGAS
Event Center Advisory Minutes
Vergas Event Center & Zoom Teleconference
8:00 A.M. on Monday, February 6, 2023

The City of Vergas Event Center Advisory Committee was called to order by Chairperson Paul Pinke on Monday, February 6, 2023 at 9:07 am with the following members present: Paul Pinke, Julie Lammers, Mary Ditterich, Bev Flateland and Lyle Krieg. Absent: Paul Haarstick and Vanessa Perry. Guests included: none.

Approval of the Agenda

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

Free Reduced Rate Application

Vergas Lion's has applied for a free or reduced rate on March 11, 2023 for the event center. They are holding an appreciation lunch for Vergas residents and volunteers. Motion by Flateland, seconded by Krieg to recommend to council to provide the Event Center to the Lion's at no charge. Motion passed unanimously.

Building Update

Lammers reviewed plans for the floor project and stated we may need to look at getting an employee for the event center. Committee discussed need for someone to oversee renters, inventory items in the event center, etc. Further discussion at our next meeting.

Fundraising Events

Purse Bingo: February 4th was a success. Thank you, Vanessa Perry for chairing this event. Julie Bruhn has discussed some concerns and will provide a briefing before our next meeting.

The business for which the meeting was called having been completed, the meeting was adjourned at 9:39 a.m.

Submitted by,

Julie Lammers, CMC
Vergas Clerk-Treasurer

Council Recommendations

- Approve free use of the Event Center for the March 11 appreciation lunch by the Lions.

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

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

Policy:

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

Approved by Vergas City Council 11/10/2022

Vergas Event Center

Free Use or Reduced Rent Request

Event Name: Vergas Appreciation Dinner -

Requested Event Date(s): 3-11-2023

Event Time(s): 11:30-1:30 - Serving
9AM-3:00

Sponsoring Organization: Vergas Lions -

Requestor's Contact Information: Mary Drenick

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

Please Describe the Event:

Free meal for All Vergas Residents + Business-
for Appreciation - from the Lions -
No Charges - not asking for any money -

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

NO

Is there a cost to attendees? ☐ Yes ☒ No

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

Does your event target an underserved population? Explain. NO

Has this event already happened at the Event Center? Explain. NO

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

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

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

Approved by Vergas City Council 11/10/2022

Will the purpose of this event be raising money? NO

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

Saturday -

Will your organization provide any additional cleaning or setup work?

Will your event need any of these facilities:

☐ Smart Room

☒ Kitchen

☒ Main Room

☐ Sound System

☐ Projector

☐ Bar

☒ Oven

☐ Stage

☐ Electronic Sign

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

Lions

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

Please write any additional comments below:

City Office Use Only

Scores

Community Value: _____

City Cost: \$240⁰⁰

Date Received: 2/2/2023

VEC Agenda Date: 2/6/2023

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

Check List:

☐ Notify Requestor

☒ Attach to Rental Agreement

☐ Damage Deposit

☐ Evaluation/Comment Form

☐ File

Approved by Vergas City Council 11/10/2022

RENTAL AGREEMENT
VERGAS EVENT CENTER, 140 W. LINDEN STREET

Name of Organization Lions Name of Contact Person Mary Ditterich

Mailing Address Box 12 City Vergas? St MN Zip 56587

Phone Number 320-226-1074 email address mditterich@arrvig.net

Date of Event Mar. 11 2023

This agreement covers a lease of said premises for the following period from

March 11, 2023 at 9 am or pm to 3 pm, 2023 at _____ am or pm.

(This is from the time you are going to set up until the time you will be finished cleaning up.)

Fees:

Large Event: Friday at 12:00 p.m. to Sunday at 5:00 p.m. (\$1,200.) Yes _____ No _____ \$ _____

(Large Event, no alcohol/no security, hours as above (\$750.00) Yes _____ No _____ \$ _____

Large Event: Daily with kitchen and equipment (\$350.) Yes _____ No _____ \$ _____

Security: (\$35. / hour per guard) Start _____ End _____ Yes _____ No _____ \$ _____

Small Event: Recreation Room less than 8 hours (\$40. / Hour) Yes X No _____ \$ 240.00

Small Event Meeting Room (\$20. / Hour) Yes _____ No _____ \$ _____

Exercise Rental (\$10 / Hour) Yes _____ No _____ \$ _____

Bar: Yes _____ No X Liquor Liability Insurance Holder Name _____

Name of Band or DJ _____

Will your event need the sound system: Yes X No _____

Will you need the stove for your event: Yes X No _____

Total of Event \$ 240. Tax (7.375%) _____ Total Amount \$ 240. - Date Paid _____

If you are tax exempt, please provide Certificate of Exemption form ST3

*Total of Deposit \$ WAIVED Date Paid _____

*Please note: Deposit will be refunded only if the event occurs according to the contract agreement & after confirmation that the VEC is in the same condition as it was prior to the event.

Message to be displayed on the Electronic Sign: _____

Date is not guaranteed until deposit and form is received at City Office. Email confirmation will be sent when received in the mail.

Please return form and payment to Vergas City Office 111 Main St PO Box 32 Vergas MN 56587-0032.

Page 3 of 4

Form approved by Council¹ Approved 5/26/2015

Updated 2/25/2020 Updated 4/13/2021 Updated 03/09/2022

RENTAL AGREEMENT

VERGAS EVENT CENTER, 140 W. LINDEN STREET

Please call 218-302-5996 with any questions.

**City of Vergas
Personnel Committee Meeting**

The Personnel Committee was called to order of Wednesday, January 25, 10am, at the Vergas Event Center meeting room. In attendance; Julie Bruhn, Natalie Fischer, Julie Lammers, Mike DuFrane, and Matt Engebretson.

1. Further discussed the recently approved Drug & Alcohol Testing policy to detail content and process as a group. The overall process was understood, but specific questions were raised regarding what levels are considered positive for alcohol and drugs, as not specified in policy. Reference materials from the League of Minnesota Cities and the Minnesota Drug and Alcohol Testing in the Workplace Act do not specify levels only note positive and negative test results. Alcohol level of 0.04 is noted for CDL as consider impaired, by the Minnesota Department of Safety, but not clear if this is what is applied as part of screening test. Will need to further follow up with reference lab. Also noted under employment Actions, A. Employee's taking lawful drug; change to advising City Clerk vs Supervisor. The City Clerk conducts the HR functions for the city.
2. Concerns have been raised regarding time & attendance; namely employee's starting on time, as noted on the scheduled hours. Noted concerns regarding monitoring other co-workers start and stop time. Discussed having time clocks at maintenance shop and liquor store for employee's to punch in and this would be used to verify hours worked. There was consensus to proceed with this approach. Julie Lammers will review options and cost to present to City Council.
3. Communications has continued to be raised as an issue between staff and discussed communication flow and ensuring timely and complete communications. This ensures better team work and can improve work plans and priorities. Will continue to be cognizant of and improve and if further issues, can ask for another Personnel meeting.
4. Employee's raised concerns regarding pay, COLA, getting paid lunch time, and on call pay. Personnel Committee has plan for another salary survey this year. Policy is to look at every 3 years, new positions, and if hire/retention issues. COLA was based off of the Minnesota public employee COLA information. Employee's noted other cities got higher COLA. Also noted was difficulty to get lunch with work interruptions and should get paid if not getting a lunch in. Stressed the importance of taking a break during the work day. Also questioned on call pay when called on time off. It has been practice that employee's do not need to respond to calls and if emergency have option to come in for over-time pay or time and a half comp time or dependent on nature of issue a business could be contacted to assist the city. Personnel Committee will further review the concerns raised.

Meeting adjourned at 11:30am

Recorder
/es/ Julie Bruhn

Recommendations to City Council:

1. Approval for 2 time clock's, liquor store and maintenance shop
2. Approval of revised Drug & Alcohol Testing policy

**City of Vergas
Personnel Committee Meeting**

Personnel Committee held a follow up meeting on Tuesday, February 8, 2023, 10:30 am, at Serendipity Gift Shop. In attendance were Julie Bruhn and Natalie Fischer.

1. Follow up conducted regarding Drug and Alcohol Testing in which results are either positive or negative, as reflected in current policy. Policy revisions to be made to reflect laboratory testing procedures as outline from the laboratory the city will be using, in which they coordinate the random testing process. Julie Lammers is completing the required training and will revise the policy sections on testing and results reporting.
2. Discussed concern raised about not getting a lunch. Concluded it was important for staff to eat and take time away from work to recharge and prevent fatigue. Will note to staff they do not need to answer phone and if something is urgent the city office knows how to contact or the caller could text or leave message of urgent need. In the event the lunch period entails the actual need to be working, to address urgent/immediate need and there is no other time option for lunch, then overtime/comp time would be granted. Follow up to discuss with staff.
3. Based on history there has been minimal times where a response need has arisen on the weekend. This lack of activity does not support the need for on-call pay. When off duty it is up to the employee whether to answer calls or come in to work to address an issue. It has been practice that employee's do not need to respond to calls and have option to come in for overtime or time and half comp time. If there is an urgent need and employee not available, would look to local services. Follow up to discuss with staff.
4. Calls were placed to other communities regarding COLA in 2023 and their process. Also had dialogue with the LMC and they had gathered data regarding COLA's that was shared. Not aware of this data previously. In review of information from surrounding communities and the LMC the COLA's were predominantly 3% with few outliers below and above. There is no good source to determine COLA's as there are unique aspects to each resource and city. Previously approved was a 2% COLA. Will recommend a 1% increase and check with city clerk the financial impact.
5. The LMC provided current salary survey data. They will not be performing the salary and benefits survey this year due to vendor no longer supporting. However, the LMC plans to have an abbreviated mini-survey available later in 2023 that can be used. Will review for 2024.
6. Accident/Incident Report form as approved via email on February 1, 2023

Meeting Adjourned at

Recorder;
/es/ Julie Bruhn

Recommendations to City Council:

1. Approval of revised Drug & Alcohol Testing policy
2. Approval of 3% COLA, an increase of 1%
3. Approval of Accident/Incident Report

City of Vergas

Accident / Incident Report

To be completed by staff within 12 hours of accident / incident

☐ Accident (An accident is an event resulting in damage or injury.)

☐ Incident (An incident is an event that did not cause damage or injury, but the event was a close call or caused disruption of normal operations and/or potential for injury or damage.)

Date of Event: _____ Time of Event: _____

Names of all Employees involved: _____

Details of Event:

City Vehicle (s) involved: _____

Damage to Vehicle (s): _____

Damage to items other than vehicle: _____

Witnesses: _____

Employee Signature: _____ Date: _____

Important Notes and Instructions on prevention:

Clerk's Signature: _____ Date Received: _____



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48 ratings

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Brand

NGTeco

Color

Silver

Display Type

Digital

Style

Office

Special Feature

Backup 2000 mAh Battery, Automatic Punch in and Out, Free NGTeco Time APP, 0 Monthly Fees, Auto And Accurate Hours Calculations

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2 VIDEOS

About this item

- Easy to Use: There is no need to be concerned about the initial usage of an offline time clock because it does not need a complicated program
- No Monthly Subscription: It functions right out of the box. You can send time reports to your email using the free NGTeco Time APP
- Backup 2000 mAh Battery: Built-in battery up to 4-hour standby to protect the punch data when power off
- Auto Punch: In the Auto Punch Mode, it will update automatically to avoid employees from forgetting to press the key in and out
- Tech Support: A warranty period of one year. Lifetime customer support. Call us at (770) 800-2321, Mon-Fri: 6:00 a.m.-6:00 p.m. (EST)

Customer ratings by feature

Fingerprint reader	4.3
Tech Support	3.8
Face recognition	3.0
See all reviews	

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Style: MB2

MB1	MB2
\$199.99	\$199.99

Brand	NGTeco
Color	Silver
Display Type	Digital
Style	MB2
Special Feature	Online and Offline Use, Auto Calculate Hours, Free NGTeco Time APP, 0 Monthly Fees, Face, Finger, RFID and Password 4-in-1

[See more ▾](#)[▾ See more](#)

About this item

- Auto Calculate Hours: The Face Recognition, Finger Scan, RFID and Password verification mechanisms are available on the smart time clock. Employee hours are automatically calculated.
- Perfect for Small Business: The NGTeco 4-in-1 time clock, which is widely used in workplaces including offices, factories, hotels, schools, restaurants, etc., is perfect for small and mid-sized businesses with a maximum of 200 employees.
- Upgraded from Paper Card Machine: No more expensive paper cards, messy ink ribbons, or annoying errors.
- Easy to Use: There is no need to be concerned about the initial usage of an offline time clock because it does not need a complicated program.
- No Monthly Subscription: It functions right out of the box. You can send time reports to your email using the free NGTeco Time APP.
- Online and Offline Use: The time clock machine allows users to regularly clock in and out without internet access. It also supports 2.4G WiFi for data synchronization between the machine and apps.

\$199⁹⁹

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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 test. All applicants will be queried with the DOT Clearinghouse before offered employment.
- B. Failure of the 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 of the approved laboratory testing facility.

4. Testing Process

- A. Applicants/Employees will be driven to the approved laboratory testing facility by their City Clerk 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 report results at time of screening test. The City Clerk will be notified of tests results electronically.
- B. Notification of Positive Test Result:
The testing laboratory report at time of the screening test. A second confirmatory test will be conducted for positive screens. The City Clerk will be notified electronically of results. If employee tests positive the clerk will provide employee with references for drug or alcohol rehabilitation programs. Employees will be driven to their home and personnel committee will be notified.

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 the City Clerk 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.

- C. The City will not discharge, discipline, discriminate against, or request rehabilitation based on a positive test result from the initial screening test that has not been verified by a confirmatory retest.
- D. The City may suspend a tested employee with or without pay or transfer the employee to another position at same rate of pay pending outcome of the confirmatory retest.
- E. The City may not discharge an employee for a first confirmatory positive test without first giving the employee an opportunity to participate in either a drug or alcohol rehabilitation program. This will be at the employee's expense.
- F. Based review of submitted information and impairment circumstances, disciplinary actions will be as proposed by City Attorney and approved by the City Council.

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.

Adopted this 15th Day of February by the City Council of the City of Vergas

Julie Bruhn
Mayor

ATTEST:

Julie Lammers
City Clerk-Treasurer

Adopted: January 10, 2023
Revised: February 15, 2023

Policy Acknowledgment: I have read and understand as an applicant passing a drug test is a requirement of the job and as an employee understand policy regarding random and reasonable testing

Signature _____ Date _____

City of Vergas
Policy for Hiring Employees

INTRODUCTION: The City of Vergas is committed to hiring the most qualified applicant into new and vacant positions and adhering to the guidelines established by the US Equal Employment Opportunity Commission (EEO) on selection and employment. The City of Vergas is an equal opportunity employer and it is the objective of the City to recruit, hire and promote qualified applicants into vacant positions without regard to race, gender, national origin, religion, color, creed, age, disability or veteran's status. All decisions regarding employment are based on an individual's qualifications related to the specific job vacancy. All positions are advertised in the City's official newspaper and/or through use of electronic posting site(s). To ensure there is an adequate pool of qualified applicants. The city may expand to other area newspapers and/or the city's website. Advertisement will include minimum qualifications, brief description of position, contact information and timeline to apply.

POLICY:

- A. The City established Personnel Committee will receive approval and direction from the City Council to advertise a position. Exception to this is the hiring for the Municipal Liquor Store, which is directed by the Department Manager to maintain operations.
- B. The Personnel Committee or Department Manager will ensure there is a current and accurate job description, salary scale and benefit package specific to the position prior to advertising for a position.
- C. Positions are advertised for two (2) weeks, or longer if needed, with a set deadline for accepting applications.
- D. Applications are received in the City Office with receipt recorded.
- E. The City Clerk/Treasurer will review the applications and resumes to determine if the applicant(s) meet the minimum qualifications. The eligibility listing of qualified applicants is valid for a minimum of 90 days from the date of establishment.
- F. Applicants meeting the minimum qualifications will be submitted to the Personnel Committee or Department Manager, who will review and identify the most qualified for interview.
- G. The City Office will contact applicants and schedule the interviews, direct any supplemental testing needs, and conduct reference checks at time of selection and prior to offer for employment.
- H. The City Personnel Committee or Department Manager will complete the interviews and review the provided applicant information. The interview team may include other staff as desired. Based on applicant review at a minimum the top 3 applicants should be offered an interview.
- I. Interviews shall be based on the use of structured questions and an objective scoring system related to the responsibilities and duties to be performed in the position.
- J. The Personnel Committee or Department Manager will recommend to City Council the applicant selected for the position and the hourly pay rate based on the ten (10) step pay scale. Selection is based upon the most qualified applicant for the position.
- K. Pay above the minimum step one (1) will be based upon superior qualifications, skills, competencies, experience, education and/or accomplishments which are significantly higher than the minimum qualifications of the position.

When pay is recommended above the minimum, the criteria and evidence used must be annotated in the pay determination and the criteria considered included. Criteria considered includes:

- 1) Level, type and quality of candidate skills and competency
- 2) Education and training above the minimum requirement
- 3) Quality of accomplishments compared to others in the field
- 4) Candidate documented salary in currently held position or competing job offer, comparable to the job being interviewed for; considering locality market pay.
- 5) Labor market conditions and efforts to recruit quality applicants for same or similar position.

L. Applicants who are required to hold a commercial drivers license (CDL) for the position will be tested according to city policy Drug and Alcohol Testing for Commerical Drivers.

M. The City Clerk/Treasurer will maintain a record listing the names of all applicants, whether the applicant was interviewed, those interviewed and not hired, and name of applicant that was selected for hire.

N. After applicant selection is approved by the City Council, the City Office will proceed with the hiring offer to include instructions for accepting the position, start date and time, where to report, position classification, compensation and benefits, supervisor, and further requirements for drug and alcohol screening, as indicated, back ground check authorization and physical examination as indicated.

O. The City Office will notify all applicants by telephone or in writing, as soon as practical, after they have been eliminated from consideration for the position.

P. All employment offers shall be contingent upon reference checks and successful completion of required background investigations and other pre-employment requirements specific to the position, as physical examination.

Q. Applicants will be required to provide W-4, I-9 (verifying employment eligibility) through the US Department of Homeland Security, Minnesota New Hire Reporting and other forms as required for employment and position.

Adopted this 15th day of February by the City Council of the City of Vergas.

Julie Bruhn
Mayor

ATTEST:

Julie Lammer
City Clerk-Treasurer

Adopted: April 13, 2021
Revision: December 13 , 2022

2023 STEP STRUCTURE - Regular Employees

(with STEP Adjusting + cola 2%)

Effective: **1/1/2023**

		MINIMUM				MIDPOINT						MAXIMUM		
Grade Level	Points		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9		Job Title	
100	153	\$11.22	\$11.44	\$11.67	\$11.91	\$12.26	\$12.45	\$12.63	\$12.82	\$13.02	\$13.21	\$13.41	Liquor Store Clerks	14.39
110	102	\$11.48	\$11.70	\$12.06	\$12.78	\$13.16	\$13.36	\$13.56	\$13.76	\$13.97	\$14.18	\$14.39	Office Support Technician	
140	188	\$17.14	\$17.48	\$18.00	\$18.54	\$19.10	\$19.48	\$19.87	\$20.86	\$21.28	\$21.71	\$22.14	Maintenance Worker	
160	213	\$18.36	\$18.73	\$19.29	\$19.87	\$20.46	\$20.87	\$21.29	\$21.72	\$22.15	\$22.59	\$23.05	Utilities Superendent	26.52
200	291	\$18.87	\$19.25	\$19.82	\$20.42	\$21.03	\$21.45	\$21.88	\$22.32	\$22.77	\$23.22	\$23.69	Liquor Store Manager	
260	496	\$23.81	\$24.28	\$25.01	\$25.76	\$26.53	\$27.07	\$27.61	\$28.16	\$28.72	\$29.30	\$29.88	Clerk-Treasurer	31.32
		MINIMUM	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	MAXIMUM		

Proposed 2023 STEP STRUCTURE - Regular Employees

(with STEP Adjusting + cola 3%)

Effective:

		MINIMUM				MIDPOINT						MAXIMUM		
Grade Level	Points		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9		Job Title	
100	153	\$11.33	\$11.56	\$11.79	\$12.02	\$12.38	\$12.57	\$12.76	\$12.95	\$13.14	\$13.34	\$13.54	Liquor Store Clerks	\$14.53
110	102	\$11.59	\$11.82	\$12.17	\$12.90	\$13.29	\$13.49	\$13.69	\$13.90	\$14.11	\$14.32	\$14.53	Office Support Technician	
140	188	\$17.30	\$17.65	\$18.18	\$18.72	\$19.29	\$19.67	\$20.07	\$21.07	\$21.49	\$21.92	\$22.36	Maintenance Worker	
160	213	\$18.54	\$18.91	\$19.48	\$20.06	\$20.66	\$21.08	\$21.50	\$21.93	\$22.37	\$22.82	\$23.27	Utilities Superendent	\$26.79
200	291	\$19.06	\$19.44	\$20.02	\$20.62	\$21.24	\$21.66	\$22.10	\$22.54	\$22.99	\$23.45	\$23.92	Liquor Store Manager	
260	496	\$24.04	\$24.52	\$25.26	\$26.01	\$26.79	\$27.33	\$27.88	\$28.43	\$29.00	\$29.58	\$30.18	Clerk-Treasurer	\$31.63
		MINIMUM	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	MAXIMUM		

City of Vergas Personnel Policy

Introduction

1. It is the purpose of this policy to establish a uniform and equitable system of personnel administration for employees of the City of Vergas. The policy provides information about certain terms and conditions of employment and should not be construed as contract terms for any city employee. No supervisor or City representative has the authority to enter into any agreement for employment or make an agreement contrary to this policy.
2. Nothing in this policy, or in other City policies which may be communicated, constitutes a contract of employment. Policies serve as an informational guide to help employees become better informed and make their experience with the city more rewarding. Departments may have special work rules deemed necessary by the supervisor and as approved by the City Council for achievement of objectives of that department. Employee's will be given a copy of such work rules by the department upon hiring and such rules will be further explained, and enforcement discussed by the assigned supervisor.
3. Policies are not intended to cover every situation that might arise and can be amended at any time at the discretion of the City Council. As an employee, you are responsible for complying with current city policy at all times.

Policy

1. **Scope of Policy**

This policy applies to all employees of the City. Except where specifically noted, these policies do not apply to:

1. Elected officials
2. City Attorney
3. Members of city boards, commissions, and committees
4. Consultants and contractors
5. Volunteers

2. **Definitions**

1. Employee: A person employed by the City of Vergas, whether on a full (33 hours or more a week) or part-time (32 or less hours per week) basis.
2. Seasonal Employee: A person who works only part of the year, 100 days or less to conduct seasonal work. Seasonal employees do not earn benefits or credit for seniority.
3. Temporary Employee: Person who works a temporary job with a defined start and end date or for the duration of a project. This may be on a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.
4. Employer: The City of Vergas.

3. **Equal Employment Opportunity (EEO)**

The City of Vergas is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring demotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City of Vergas will not discriminate against any employee or

job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

4. Discrimination

No person shall be employed, promoted, demoted or discharged by the City or in any way favored or discriminated against because of political opinions or affiliations, race, color, national origin, religion, sex, marital status, status with regard to public assistance or disability, or because of the exercise of rights under provisions of the Public Employment Labor Relations Act, Minnesota Statutes, Sections 179.61 to 179.76. No person who is between 18 and 70 years of age shall be discriminated against with reference to City employment in any way forbidden by federal law.

5. Data Practices Advisory

Employee records are maintained in a secure location designated by the City Clerk. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance.

6. Drug Free Workplace

In accordance with Federal Law, the City has adopted the following on drugs/alcohol in the workplace.

- 1) Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the City intent and obligation to provide a drug-free, safe and secure work environment.
- 2). The unlawful manufacture, distribution, possession, or used of a controlled substance on City property or while conducting City business is absolutely prohibited. The use of alcohol while on duty is prohibited. Violations of this policy will result in disciplinary action, up to and including termination and may have legal consequences.
- 3). Drug and Alcohol Testing will be conducted as outlined in City policy; Drug and Alcohol Testing for Employees and Applicants.
- 4). The City recognizes alcohol/drug abuse as a health, safety, and security problem. Employees needing help are encouraged to use the health insurance plan and assistance programs, as appropriate.
- 5). Employees, as a condition of employment, must abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off the work premises. A report of a conviction must be made within five (5) days after conviction as required by the Drug-Free Workplace Act of 1988.

City Work Rules and Code of Conduct

In accepting city employment, employees become representatives of the city and are responsible for assisting and serving the citizens for whom they work. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a city employee. To achieve this goal, employees must adhere to established policies and procedures.

1. Falsification of Records. No person shall knowingly make any false statement, certificate, mark, rating or report regarding any test, certificate, work hours, or appointment held or made under the City personnel system or in any manner commit or attempt to commit any fraud preventing the impartial execution of the provisions of this policy. Immediate disciplinary action will be taken up to and including termination or potential criminal prosecution dependent on the nature of the fraud.

2. Rendering of Consideration. No person seeking employment to or promotion in the municipal service

shall either directly or indirectly give, render or pay any money, service or other valuable consideration any person or on account of or in connection with his test, appointment or promotion, or proposed appointment or promotion.

3. **Conflict of Interest.** City employees are to remove themselves from situations in which they would take action or make a decision where that action or decision could be perceived or actual conflict of interest or could result in a personal benefit from themselves or a family member. If an employee has any questions about whether such a conflict exists, he/she should consult their supervisor.

4. **Access and Use of City Property.** Any employee who has authorized possession of keys or other city owned equipment must register his/her name and serial number or identifying information about the equipment with the City Office. City property must be turned in and accounted for by any employee leaving employment with the city in order to resign in good standing. Employees are responsible for the safe keeping and care of such city keys. The duplication of keys is prohibited unless authorized by the City. Unauthorized duplication of keys will be subject to disciplinary action. Employees will be responsible for the cost to replace lost keys and required lock rekeying. Personal access and use of city buildings after hours is prohibited unless prior approval by the City Council.

5. **Cellular Phone Use.** All employees are expected to follow applicable local, state, federal laws and regulations regarding cellphones at all times. Use should in no way limit the conduct and completion of work. Regardless of who pays the bill; cellphone records about city business are subject to the Minnesota Government Data Practices Act. Refer to City policy “Use and Maintenance of City Vehicles” regarding cellular phone policy for those employees driving a city vehicle.

6. **Social Media.** What employees write or post is public and reflects on the city. Personal social media account name or email name is not to be tied to the city. Refer to City policy entitled “Social Media”.

7. **Smoking.** The City of Vergas observes and supports the Minnesota Clear Indoor Air Act. All city buildings and vehicles, in their entirety, are designated as tobacco free. This means that smoking in any form through the use of tobacco products such as pipes, cigars, cigarettes or vaping with e-cigarettes is prohibited. Employees are allowed to smoke only during breaks and lunch and cannot smoke on city property or in city vehicles.

8. **Weapons.** Possession or use of a dangerous weapon is prohibited on city property, in city vehicles, or in personal vehicle being used for city business. This includes employees with valid permits to carry firearms. Exceptions to the dangerous weapon prohibition include 1) employees legally in possession of a firearm, for which the employee holds a valid permit as required, and the said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while working on city property and 2) Rodent control by City Utilities Supervisor or Maintenance Operator at the City lagoon.

New Hire Probationary Period

The City of Vergas is committed to hiring the most qualified applicant into new and vacant positions and adhering to the guidelines established by the US Equal Employment Opportunity Commission on selection and employment. Hiring is conducted as outlined in City of Vergas Policy for Hiring Employees.

1. The **probationary period** is an integral part of the selection process and is utilized for training and to

evaluate the employee's work performance and work results, ensure an effective adjustment by the employee to the position, and for purposes of determining need for termination when the employee's performance does not meet required work standards.

2. **Duration.** Every original appointment and every promotional appointment are subject to a probationary period of up to a year. At three months a progress review is held to determine to evaluate performance or whether a performance improvement plan or additional training may be needed.

3. **Termination.** The City Council may terminate a probationary employee at any time during the probationary period if in the Council's opinion, based upon work observation & review, indicates the employee is unable or unwilling to perform the duties of the position satisfactorily or that work habits and dependability do not merit continuance in the position.

Performance Review

1. An objective performance review will be conducted within 30 days before or after the employee anniversary dated, based on the assigned performance evaluation standards. Performance reviews are discussed with the employee and the employee is given an opportunity to provide a self-assessment utilizing the provided self-assessment form.

2. The quality of an employee's performance will be considered in personnel actions and salary adjustments.

3. Certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate, are challengeable using the city's grievance process. Subjective assessments are not challengeable. For those parts an employee may submit written response that will be attached to the performance review.

4. Signing of the performance review acknowledges the review has been discussed with the assigned supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

Compensation

1. Monetary:

A) An employee of the City shall be paid according to the employee's designated position and assigned step on a ten step pay scale. Each step shall provide a specific hourly rate to be paid to the employee assigned that step.

B) An annual Cost of Living Allowance (COLA) is reviewed and recommended by the Personnel Committee and approved by the City Council.

C) A step increase is provided every 3 years of service if the employee has a satisfactory or higher rating. A step increase can be recommended prior to the 3-year period based on high satisfactory or exceptional performance as recommended by Personnel Committee and approved by the City Council.

D) When an employee is at the tenth step of the pay scale, the wage increase, if the employee is otherwise eligible for advancement, is the annual COLA or as otherwise recommended by the Personnel Committee and approved by the City Council.

E) Unless approved by the City Council, no employee shall receive pay from the City in addition to the salary authorized for the position to which he/she has been appointed.

F) Pay tables will be established for new positions and at time of a position vacancy. Pay tables may also be reviewed when experiencing significant turnover or when critical positions are not getting filled or are delayed in getting filled. Pay tables are reviewed and approved by the City Council.

G) Compensation for seasonal and temporary employees is set by the City Council at time of hire.

H) Work hours between 12 am to 6 am are paid a 10% higher differential pay rate above the employees base regular pay. Nighttime hours are as approved by a council member serving on the Personnel Committee.

2. Holidays:

A) The City observes the following official holidays for full-time and part-time employees

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

B) When a holiday falls on a Sunday, the following Monday will be the "observed holiday" and when Holiday falls on Saturday, the preceding Friday will be the "observed holiday" for city operations, which will be closed on holidays.

C) Regular, full-time employees will receive regular hourly rate of pay observed holiday days which they are not required to work:

D) Employees required to work on the "actual" holiday, the pay will be at 1.5 times the hourly wage.

3. Overtime:

A) Employees shall be compensated for overtime rates at one and one-half (1.5) the regular rate of pay. Overtime will be calculated to the nearest 15 minutes. The established work week is Monday morning from 12:00 a.m. to Sunday evening at 11:59 p.m., or such other seven-day period as may be designated from time to time by the City.

B) A Council member on the Personnel Committee must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action and may be denied pay for the overtime worked.

4. Compensatory Time

A) Overtime hours shall be compensated in the form of compensatory time off at the discretion of the employer. Compensatory time for overtime worked will be time and a half. The method of compensation will be determined from time to time by the City Council.

B) No employee shall accumulate more than 48 hours of unused compensatory time in a work week. Compensatory time accrued above 48 hours, will entail the employee choosing compensatory time or overtime by marking their time sheet.

C) In December of each year all employees carrying a compensatory time balance shall be paid in full for said balance at the employee's hourly pay rate at the time payment is made. The payment shall accompany or be added to the payroll check for the second to last pay period of the calendar year, less normal payroll deductions. All efforts are made to support use of compensatory time prior to the end of the year.

D) Employees may request and use compensatory time off in the same manner as other leave requests. All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. The City Clerk/Treasurer will maintain compensatory time records. All compensatory time accrued will be paid when the employee leaves city employment at the hourly pay rate the employee is earning at that time.

5. Payday: Employees are paid bi-weekly on alternate Wednesdays. Bi-weekly pay periods are designated by the City and begin on a Monday and end on the second Sunday after such Monday. Work shifts that begin on a Sunday are treated as entirely worked on that Sunday, even though a portion of that shift may actually be worked on Monday. When a pay day falls on a holiday, employees shall receive their pay the preceding Tuesday. An employee shall turn in his or her time sheet for a bi-weekly pay period on or before the Monday upon which the bi-weekly pay period ends.

6. Work Hours: Work schedules are established for each pay period and posted in the City Office. Work schedules are devised to communicate work hours and availability of city personnel to ensure good customer service and effective work coverage to minimize the use of overtime and compensatory time.

7. Time Clock and Time Sheets: All employees are required to utilize the city time clocks to document time worked. The breakdown of time into the established cost categories is manually recorded. Falsifying of time sheets by an employee shall be cause for immediate dismissal of that employee from City employment. Final time sheets are signed by the employee confirming correct with verification and attestation by their next level supervisor, human resources (City Clerk-Treasurer) or Personnel Committee.

8. Compensatory Time of Officers and Employees (MN Stat. 30.09):

Members of the Vergas-CDH Fire and Rescue Department who are employees of the city may respond to calls or when paged during their regular work schedule. When an employee (who is also a Vergas-CDH Firefighter or First Responder) responds to a call or page when they are engaged in city compensated employment, will be paid for that time period, based upon their hourly rate or a pro-rated portion of their non-hourly flat rate compensation. They must note on their bi-weekly time sheet the time they were away from the worksite or provide other acceptable written evidence of the time spent away from city employment.

Attendance and Leave

The operations and standards of services in the City of Vergas require that employees be at work unless valid reasons warrant absence, or an employee has a position approved to work remotely. Employees who are going to be absent from work are required to notify their supervisor or the City Office as soon as possible in advance of the absence.

1. Paid Time Off (PTO)

After six (6) months of service (part time or full time), vacation leave may be used as it is earned, subject to approval by assigned supervisor. PTO replaces separately assigned sick, emergency or vacation leave and is combined into a single benefit program. PTO does not replace City observed holidays, or other leave such as jury duty or military leave. Temporary, seasonal and part-time employees are not entitled to paid time off (PTO) or holidays with pay. It is the policy of the City of Vergas to grant PTO with pay to regular employees in accordance with the guidelines established below:

A) An employee's anniversary date and years of service will be used to determine an employee's eligibility for PTO. PTO for regular full-time employees will accrue as follows:

B) Accrued PTO will be added to the employee's leave balance each pay period.

1-5 Years 2 hours per week (104 hours per year)

6-14 Years 3 hours per week (156 hours per year)

*Those employed prior to Oct 2019, will maintain 3.08 annual leave accrued.

15+ 4 hours per week (208 hours per year)

C) PTO will not accrue during unpaid leaves.

2. PTO Leave Requirements

A). To remain eligible for health or emergency related PTO leave, the employee is responsible for keeping their supervisor advised of health status. If a health-related cause for PTO leave results in an absence from work of more than 3 consecutive workday duration, a health professional's written verification of the nature and anticipated length of the employee's health related absence must be submitted prior to the end of business on employee's third day of absence from work. If a doctor's verification is not received, no PTO pay will be issued, and employee's continued absence will be deemed "unexcused".

B). The maximum amount of PTO time that shall be allowed to accrue is 200 hours for employees.

C). Should an employee reach the accrued PTO maximum of 200 hours, A plan for leave usage is to be devised to get under the 200 hours with approval at the following City Council meeting.

D). The City of Vergas will pay employees for all accrued PTO leave upon resignation or retirement for those employees leaving in good standing.

E) Leave requested in which there is no PTO available; will be at the discretion and approval of the supervisor. Should time and attendance become an issue, the employee may be subject to disciplinary actions.

3.Non-Accrued PTO (NAPTO)

A) Eligibility:

An employee may elect to receive up to 64 hours of non-accrued PTO ("NAPTO") if the employee cannot work due to a health-related disability and when the employee does not have sufficient accrued PTO to provide benefits during the term of the employee's health related absence from work. An employee may elect to receive NAPTO by submitting a written request to their supervisor on the application form provided for such purpose. A treating provider's written confirmation of employee's health related restriction from work must accompany this application.

B). Reimbursement.

1). All NAPTO wages and benefits must be reimbursed to the City within twelve (12) months of the date of the last pay period in which the Employee receives NAPTO wages and benefits. The method of reimbursement shall be agreed upon between the City and the employee. The City retains the sole authority to determine what hours, if any, may be accrued as compensatory time.

2). At the employee's election, reimbursement may be from employee's subsequently accrued PTO at a rate not less than 50% of the employee's accrued PTO wages and benefits per pay period or from accrued compensatory time or by direct payment of the value of all wages and benefits provided.

4. Light Duty/Modified Work Assignment

A) Light duty is evaluated by the City Council on a case-by-case basis. Temporary assignment of work will be evaluated for temporarily disabled employees who are medically unable to perform their regular work duties. Such assignments are for short-term, temporary disability-type purposes. The City Council will determine when and if light duty work will be assigned. This policy does not guarantee assignment of light duty. When an employee is unable to perform the essential requirements of his/her job due to temporary disability, he/she must notify their supervisor in writing as to the nature and extent of the disability and the reason why he/she is unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the assigned job description, along with a written request for light duty.

- B) Upon receipt of the written request, the supervisor will forward copy of the report to the City Council. The City may require additional medical information or exam.
- C) The circumstances of each disabled employee performing light duty work will be reviewed at regular intervals. Any light duty/modified work assignment may be discontinued at any time.
- D) If a light duty assignment is offered to an employee who is out on workers' compensation leave, the employee may be subject to penalties if he/she refuses such work. The City will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act (FMLA) to accept a light duty assignment.

5. Employee Health Conditions Relating to Pregnancy

- A) The city will attempt to provide a female employee who requests reasonable accommodation with the following health conditions related to pregnancy or childbirth.
- More frequent restroom, food and water breaks;
 - Seating;
 - Limits on lifting over 20 pounds; and/or
 - Temporary transfer to a less strenuous or hazardous position, should one be available.
- B) Unless such accommodations impose an undue hardship on the city, the city will engage in an interactive process with respect to an employee's request for a reasonable accommodation.

Leave without Pay

1. Pregnancy and Parental Leave (MN Stat. 181.940 – 181.944)

- A). Eligible employees who are a biological or adoptive parent will be provided an unpaid leave of absence of up to twelve (12) weeks for the birth or adoption of a child, (as defined in MN Stat. 181.940 Subd. 4), or for the placement of a child in foster care. Leave may begin at the time designated by the employee but must start within twelve (12) months of the date of the birth, adoption, or placement of the child and be completed within that year. However, if the child remains in the hospital longer than the mother, leave commences at the time the child leaves the hospital.
- B). An employee shall provide at least 30 days' notice of the date leave is to commence and its expected duration. If leave is longer than 1 month the employee shall provide at least 2 weeks' notice of employees expected return date.
- C). An eligible employee is one who has completed twelve (12) months of fulltime employment immediately preceding the requested leave date and who has worked an average number of hours each week that is at least equal to one-half the fulltime equivalent position in the employee's job classification.
- D). An employee may choose to use paid time off (PTO) during the parental leave of absence. This leave will not extend beyond the 12 week leave period. All other time will be unpaid. However, the employee's benefits will continue as if the employee were still at work. No PTO benefits shall accrue during a leave of absence without pay.
- E). An employee failing to return to work as scheduled after completion of an approved leave will be considered to have voluntarily terminated employment with the City of Vergas.
- F). If an employee needs to request a longer leave of absence the employee may do so under the city's General Leave without Pay Policy.

2. General Leave without Pay

The City Council may grant any permanent employee a leave of absence without pay for a period not to exceed 90 days except that it may extend such leaves to a maximum of one year in case the employee is disabled or where extraordinary circumstances, in its judgment, warrant such extension. No PTO benefits shall accrue during a leave of absence without pay.

3. Leave for School Conferences and Activities (Mn Stat. 181.9412)

Employees with children receiving childcare services or attending a prekindergarten, regular or special education program or attending elementary through high school may take up to 16 hours of leave each 12-month period for school conferences and activities each year provided the conferences or activities cannot be scheduled during nonwork hours. The employee must request leave at least 1 week in advance of the scheduled leave date. All school conference and activity leave covered by this section is unpaid. However, employees may use accrued PTO in place of unpaid leave.

4. Military Leave

- A). State and Federal laws provide protections and benefits to city employees who are call to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total 15 days in any calendar years.
- B). The leave of absence is only in the event the employee returns to employment with the city as required upon being relieved from service or is prevented from returning by physical or mental disability or other cause not the fault of the employee or is required by the proper authority to continue in military or service beyond the 15-day paid leave of absence.
- C). Employees on extended unpaid military leave will receive 15 days paid leave of absence in each calendar year, not to exceed 5 years.

5. Family Medical Leave

A). Basic Leave Entitlement FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care or childbirth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

B). Employees are eligible if they have worked for the City of Vergas for at least 12 months and have 1,250 hours of service in the previous 12 months.

C). Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When a 30day notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

D). The City of Vergas will inform employees requesting leave whether eligible under FMLA. If eligible, the notice must specify any additional information required as well as the employees' rights and responsibilities. If not eligible, the employee will be provided a reason for the ineligibility.

Jury or Witness Duty

When an employee performs jury duty or is subpoenaed as a witness in court or voluntarily serves as a witness in a case in which the City is a party, the employee is entitled to compensation from the City equal to the difference between his regular pay and the amount received as a juror or witness.

Meal Break and Rest Periods

A paid fifteen (15) minute break is allowed within each four (4) consecutive hours of work. An unpaid thirty (30) minute lunch is provided when an employee works eight (8) or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time end time by saving the breaks and applying to scheduled work shift.

Resignation

Any employee wishing to leave municipal service in good standing, shall file with the City Council at least 14 days before leaving, provide a written resignation stating the effective date of the resignation and the reason for leaving.

Failure to comply with this procedure may be considered cause for denying the employee future employment by the City. Unauthorized absence from work for a period of three working days may be considered by the City Council as a resignation without such benefits.

Lay-off

After at least two weeks' notice to the employee, the City Council may lay off any employee whenever such action is necessary because of shortage of work or funds, the abolition of a position, or changes in organization. No permanent or probationary employee shall be laid off while there is a temporary employee serving in the same class of position for which the permanent or probationary employee is qualified, eligible and available.

Grievance

It is the policy of the City to prevent the occurrence of grievances and to deal promptly to resolve disputes at the time of occurrence. If the employee deems the dispute issue unresolved, it will be settled in the following manner.

Step 1: The employee must present the grievance in writing, stating the nature of the grievance, date occurred, facts on which it is based, and the provision(s) of personnel policy allegedly violated, and remedy requested. The grievance is to be filed to the supervisor within twenty-one (21) days after the alleged violation or dispute. The supervisor will respond to the employee in writing within seven (7) calendar days.

Step 2: If the grievance has not been resolved in accordance with Step 1, it must be presented in writing, stating the nature of grievance, date at which the incident allegedly occurred, the facts on which is based, provision(s) of the Personnel Policy allegedly violated, and the remedy requested by the employee to the next level supervisor. If no next level supervisor, the grievance is to be submitted to the Personnel

Committee. The next level supervisor or Personnel Committee will respond to the employee within seven (7) calendar days. The decision at this level is final, except for those specific components in performance evaluation subject to challenge through the Minnesota Department of Administration.

Discipline

Employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including compliance of work rules, city policies and standards of conduct. Discipline will be administered in a non-discriminatory manner. There will be an investigation into any allegation of which disciplinary action might be based before any disciplinary action is taken. If an employee believes the discipline applied is either unjust or disproportionate to the offense, may pursue a remedy through city grievance procedures.

1. Forms of Discipline. Discipline will be in one or more of the following forms

- (a) oral reprimand;
- (b) written reprimand;
- (c) suspension with or without pay;
- (d) termination

2. Notices. Notices of suspension, demotions and termination will be in written form and will state the reasons for the action taken. The employee shall be provided with a copy of such notice.

3. Written Records. Written reprimands, notices of suspension, and notices of termination which are to become part of an employee's personnel file and shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.

4. Examination. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the City Clerk/Treasurer.

5. Other Disciplinary Actions. The following other disciplinary actions may be taken after the foregoing steps have been followed:

- A) Involuntary demotion. This step shall be taken only if the employee does not have the ability to function at the higher level.
- B) Withholding a salary increase or decreasing the employee's salary. The employee shall be notified in writing of the action and the reasons. A copy of the notice shall be placed in the employee's file.
- C) Required completion of specific disciplinary or corrective action by the employee.

6. Hearing. In any case of disciplinary action, the employee shall be granted a hearing before the City Council if the employee submits a written request for such a hearing to the Council within five working days of notification of the action taken. The hearing shall be held within ten working days from the date the request is filed unless the City and the employee agree on an earlier or later date. If the disciplinary action involves the removal of a veteran, the hearing shall be held in accordance with Minnesota Statutes, Section 197.46.

Insurance

1. Employer Contribution. The City will pay 100 percent of employee coverage and employees will pay for dependents coverage. In addition, the City will pay 100 percent of life and disability insurance premiums at current benefit levels. The contribution terms and conditions set forth in this subdivision regarding insurance benefits may be changed by resolution of the City Council.

2. Part-Time Employees. The City does not provide a city contribution for health/hospital insurance for any part-time city employees. However, part-time employees who work over 30 hours a week may purchase at their own expense such insurance coverage as may be available from time to time for part-time employees through the City's group insurance carriers. This right to purchase such insurance is subject to any availability restrictions or other limitations imposed by said group insurance carriers.

3. Single Coverage. Employees not choosing dependent coverage cannot be covered at City expense for any additional insurance, nor will they receive a cash payment for the difference between the cost of single coverage and the maximum monthly dollar cost paid by the City.

4. Additional Coverage. Under the group insurance program, an employee may purchase additional health, disability and life insurance for the employee and the employee's dependents provided that the employee pays the full cost of such additional coverage.

Retirement

The city participates in the Public Employees Retirement Association(PERA) to provide pension benefits for eligible employees, per Minnesota statute based on pay or hours worked, to help plan for a successful and secure retirement. Participation is mandatory for most employees, and contributions into PERA begins immediately on employment. The city and employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare. The city matches the employee's Social Security and Medicare withholding.

Safety

The health and safety of each employee of the city and the prevention of occupational injuries and illnesses are of primary importance to the City of Vergas. To the greatest extent possible, an environment free from unnecessary hazards and established policies and procedures will be in place.

1. Exposure to Hazardous Substances. Any employee routinely exposed to hazardous substances or harmful physical agents as defined in the Minnesota Employee Right to Know Act of 1983 shall be trained before being assigned or reassigned work exposing him or her to such substances or agents and shall be given training annually thereafter. Training shall include an explanation of how and where information about hazards is stored in the workplace, how the hazards are labeled, and where to obtain specific information. An employee acting in good faith has the right to refuse to work under conditions which the employee reasonably believes presents and imminent danger or serious physical harm to the employee.

2. Safety Equipment/Gear. Where safety equipment is required by federal, state or local rules and regulations, it is a condition of employment that such equipment be used or worn by the employee.

3. Reporting of Accidents and Illness. Minnesota workers' compensation laws and state and federal Occupational Safety and Health Acts require all job-related injuries or illnesses be reported as soon as possible to the supervisor. The supervisor in collaboration with the employee, will complete a First Report of Injury and other forms necessary related to the injury or illness on the job and evaluate for workplace improvement needs.

4. Unsafe Behavior. Supervisors are authorized to take immediate action, including sending employee home, when employee's behavior violates city personnel policies, department policies and creates a potential health or safety risk for employee or others.

5. **Near Miss Event.** It is important to report near miss events, which is an unplanned event that did not result in injury, illness or damage, but had the potential to do so. This provides an opportunity to address before there is harm.

6. **Accident/Incident Report.** The city accident/incident report form is to be completed for accidents and near miss events and submitted to the City Clerk within 12 hours of the accident/incident.

Employee Education & Training

The City of Vergas promotes staff development as an essential and ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure the employees develop and maintain knowledge and skills necessary for effective job performance.

1. The City will pay the costs of employee participation in training and job-related meetings provided the attendance is approved in advance by supervisor or City Council and meets the criteria of job-relatedness.
2. Payment information, as invoices and billing statements, are to be forwarded for prompt payment.
3. Attendance at professional meetings not directly related to employee work responsibilities require supervisor approval to ensure adequate department work coverage.

Media Request

1. With the exception of routine events and basic information readily available to the public, all requests for interviews or information from the media are to be routed through the City Office. No city employee is authorized to speak on behalf of the city without prior authorization from City Official. Media requests include anything intended to be published or viewable to others in some form, such as television, radio, newspaper, newsletters, social media postings or websites.
2. When responding to media requests, employees should follow these steps:
 - A) If the request is for routine or public information (such as meeting time or agenda) provide the information and notify the City Office of the request.
 - B) If the request is regarding information about city personnel, potential litigation, controversial issues, an opinion on a city matter, or if an employee is unsure if the request is a “routine” question, forward the request to the City Office.
3. All news releases concerning the city and city personnel is the responsibility of the City Clerk.

Whistleblower

1. An employee of the City who, in good faith, reports an activity that he/she considers illegal or dishonest to one or more parties may have whistleblower protections. to one or more parties may have whistleblower protections. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate City Management Officials are charged with these responsibilities.

2. Examples of illegal or dishonest activities include violations of federal, state or local laws, billing services not performed or goods not delivered and other fraudulent reporting.
3. If an employee has knowledge of a concern of illegal or dishonest fraudulent activity, the employee is to contact their assigned supervisor. If the City Council has the assigned supervision, contact the Personnel Committee.
4. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing may be subject to disciplinary actions.
5. It is the city's legal responsibility to protect employees who make a complaint. Whistleblower protections are provided in two important ways: confidentiality and protection from retaliation, consistent with the Minnesota Data Practices.

Adopted this 14 Day of February 2023 by the City Council of the City of Vergas.

Julie A Bruhn
Mayor

ATTEST:

Julie Lammers
City Clerk-Treasurer

Approved: 1-01-2012
Updated:
02-09-2016
10-08-2019
02-08-2022
02-15-2023

CITY OF VERGAS PLANNING COMMISSION MINUTES

Tuesday, January 23, 2023

6:00 pm

Event Center & Zoom Meeting

The City of Vergas Planning Commission was held on Tuesday, January 23, 2023, with the following members present: Bruce Albright, Judy Kvam and Neil Wothe. Absent: Robert Jacoby and Rebecca Hasse . Also present: Clerk-Treasurer Julie Lammers, Utilities Superintendent Mike DuFrane, Engineer Blaine Green, Jeff Hatlewick and Shane Poss.

Call to Order

Chairman Bruce Albright called meeting to order at 6:00 pm.

Agenda Additions and Deletions

Motion by Wothe, seconded by Kvam to approved agenda with following additions: trees in right of way and permit inspections.

Minutes

Motion by Albright, seconded by Wothe to approve minutes for December 8, 2022 with the correction of the date of meeting. Motion passed unanimously.

Status of Council Recommendations

Albright informed Planning Commission the variance for Lawrence Lake Acres was approved by Council on January 13, 2023 with no conditions. Planning Commission had asked for a fiscal study to be done looking at feasibility with additional lots. Developer Josh Hanson informed Council he would not be doing the study and Council did not require study.

Albright stated the Council has approved the ordinance 71.04 Snow Emergency Parking and 72.05 Snowmobiles.

Discussed the whole ordinance 72 should be revised and decided they would review for February meeting.

Ordinance 91.02 regarding cats and dogs was sent back to planning commission for review.

Old Business:

Gravel Pit Ordinance

Albright reviewed the current ordinance and wording like active gravel pit, idle, open gravel pit, processing area. Pit has been there 100 years and now we are trying to apply this ordinance. This is a big pit and one of their best, they will be in this pit many years. We have 60 days from when a permit is received, and our permit date states we must receive permit by March 1 and we do not get our inspections until our engineers can get out to the pit and write up permit. Last year the engineers could not get into the pit until the middle of May due to weather. We may want to change the date the permit is required, as permits are issued for one year. Areas we may want to change: wording in active permit and add open gravel pit, idle or previously open in definitions. Discussed limits of excavation and how many areas the city would like to allow. The intent of having a number of acres open is to control the number of acres reclaimed. This is difficult to determine because has been 2 different pits already. Land was opened when the pit was purchased by Mark Sand and Gravel. Albright stated that until this is changed the old ordinance is in effect, maybe we need to allow commissioners to provide Lammers with comments and have her get it back out to us by Feb. 21 for our next meeting. Motion by Wothe, seconded by Kvam to have comments to Lammers by February 1, 2023 and Lammers will provide an updated copy to us by February 21, 2023. Motion passed unanimously. Jeff Hattlewick, Mark Sand and Gravel stated that the main areas they are looking at is the working hours, grass mowed, dust control not what areas are open and what they are called. Albright stated this has been a concern that the Council is not holding Mark Sand and Gravel accountable.

Ordinances

Ordinance 85 Culverts

Albright reviewed culvert ordinance and a rewrite from Widseth. Encouraged commissioners to continue to look at this

ordinance. Residential culverts can have a classic corrugated steel as trucks are not continually being driven over. Under city roads a concrete (RCP pipe) strength culverts is needed. Discussed having a 15-foot diameter not circumference. Green stated we should have minimums but not maximum for culverts. Green stated, they are recommended the city issue a permit which is approved by engineers separate from the construction permit. Engineers need to verify driveways and culverts for snow storage and drainage. Lammers will collaborate with engineers to update ordinances.

Some items needed to be in an application for the permit are to furnish size, elevation and type of material of proposed culvert. This may be covered in our current right of way permits which cost \$50.00- this will not cover our engineers to review the permit. Ordinance 93.22 covers permit requirements. This needs to be revised with wordings to include road right of way. Discussed ordinance 79 and 85 which are referenced. These ordinances all need to be clearer, and we will discuss again at the February meeting. Encouraged Commissioners to bring their thoughts and comments to Lammers.

Ordinance 91.02 Cat and Dog

During the public hearing concerns were expressed regarding many cities do not regulate cats at all. Other concern is the cats and collars do not get along. Some other cities state animals are only required to wear collar and tags when they were at large. We may want to change our ordinance to say: 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 collar and tag are worn when animal is at large. City has had a cat bite an employee and a cat attack a dog. Motion by Kvam, seconded by Wothe to change wording of ordinance to read: 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 collar and tag are worn when animal is at large replacing the words constantly worn. Motion passed unanimously. DuFrane asked the question, how are we going to police the cats? Kvam questioned what do we do when you come across a bunch of cats? No answers were given.

311 Parkview Drive

Shed has not been moved off of the sewer line. Motion by Kvam, seconded Wothe for Lammers to send letter stating he needs to have shed moved or a variance must be applied for by July 1, 2023. Motion passed unanimously.

Grade and Fill Permit

Engineering firm has requested more information from the Engineering firm collaborating with developer. Green stated Widseth can not sign off of plan until they receive drainage reports, and some items look undersized. Drainage is coming pretty steep down Glen Street and this needs to be adjusted. Green stated their requests would be sent to Lammers to send to developer. Tabled any action until Engineer approves.

Nuisance Procedure

Lammers provided with packet.

Developers Notice Procedure

Albright reviewed the notices that have been discussed. This has to jive with Ordinances 152.07-152.99 we may not want to put this in a process. Do we want to have a policy or procedure to how the ordinances need to be followed? Do we need to develop another policy, or do we need to take a look at the ordinance again? May need to add a preapplication meeting in the ordinance. Motion by Kvam, seconded by Wothe to review ordinances 152.07-152.99. Motion passed unanimously.

New Business

Nuisance Cars

Red Car on Elm Street

Motion by Wothe, seconded by Kvam to have Lammers call Otter Tail County Sheriff department to remove abandon car located in driving lane of Elm St. Motion passed unanimously.

Car 301 E Frazee Ave

Motion by Wothe, seconded by Kvam to have Lammers send property owner a nuisance letter for the car located in

parking lot on property. Motion passed unanimously.

Ordinances

Shoreline Management Ordinance

Albright reviewed the fact the City ordinance is not as updated as the Otter Tail County or the State of MN. Commissioners decided to review the differences between the DNR model Shoreline Ordinance, Otter Tail County and ours. Motion by Kvam, seconded by Wothe to authorize staff to update our shoreline ordinance as time allows. Motion passed unanimously. Kvam offered to help Lammers review the ordinances.

92.60-92.71 Open Burning

Lammers reviewed the open burning ordinance which is being violated by one commercial business. Planning Commissioners have told other businesses they could not burn and they are calling the office stating they should be able to burn if this other business is allowed to burn. Discussed changing the ordinance to state they need a burning permit issued from the City as well as from DNR. DuFrane asked how the City can burn at yard waste if we do not allow burning. Discussed what burning we would want in town. Commissioners were asked to research this ordinance and what DNR regulations are.

Trees in Boulevard

Albright reviewed a property on Bennet Road that has planted 3 Pine trees in the ditch. Motion by Wothe, seconded by Kvam to send letter to property owner on Bennett to have trees removed from road right of way by June 1, 2023. Motion passed unanimously.

Construction Permits

Permits are not followed up on and we need to review the information provided and what is actually being done. Wothe volunteered to review permits and close out those who have completed their permits. If he has questions, he will bring them to the city office. Motion by Albright, seconded by Kvam to recommend to Council for Wothe to volunteer to be the permit inspector. Motion passed unanimously.

Meeting adjourned at 8:55 pm.

Secretary,

Julie Lammers, Vergas City Clerk-Treasurer

Follow Up Actions:

Snow emergency routes.

Call Sherriff on red car located on Elm Street-completed 01/24/2023

Send nuisance letter to 301 E Frazee Ave for unlicensed car- completed 01/24/2023

Send letter to property owner at 311 Park View Drive regarding the shed.

Send letter to property owner on Bennett regarding trees in right of way.

Work with Engineers and Apex for information regarding Grade and Fill Permit for Lawrence Lake Acres.

Review and update Ordinance 72.

Updated Shoreline Management Ordinance (Lammers & Kvam)

Review and update Ordinance 92.60-92.71 Open Burning

Review and update Ordinance 85 and Ordinance 93 regarding culverts.

Update gravel pit ordinance by Feb. 21, 2023. (all PC members comments by Feb. 1)

Council recommendations:

Approve ordinance 91.02 Cat and Dog with change made by planning commission.

Approve Neil Wothe to review and close out construction permits as a volunteer.

' 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 collar and tag are worn when animal is at large. 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 cats or dogs brought into the city for the purpose of participating in any cat or 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 cat and dog 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 cats and dogs 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 any City Employee, 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 of Vergas
Liquor Store/Municipal Buildings/Licenses Committee Meeting

The Liquor Store/Municipal Buildings/Licenses Committee was called to order of Wednesday, February 1, 9 :15 am, at the Vergas City Office. In attendance; Julie Bruhn, Dean Haarstick, Kyle Theisen and Julie Lammers.

1. Lammers reviewed the building remodel project at the Event Center. The floors will be replaced beginning February 6th. Funds from the 2 fundraiser; purse bingo and gun raffle, will be used to pay for a kitchen remodel. Joy Summers has agreed to layout a design for the Event Center kitchen.
2. Theisen reviewed the need for more space for the current liquor store. Having reviewed the current space and land available for a new building, he has spoken with Widseth Engineering regarding adding an addition to the current building and removing walls in the existing building. Discussed changing the entrance to the liquor store to the back of the building which will help with parking. Committee approved recommending to Council having Widseth provide two design options for the liquor store with them including construction costs and one on-site progress meeting. The cost of this proposal is \$4,320.00.

Meeting adjourned at 9:45 am.

Submitted by,

Julie Lammers, CMC
Vergas Clerk-Treasurer

Council Recommendations:

- Approve Widseth Proposal for design of remodel and addition to the municipal building.

January 26, 2023

Ms. Julie Lammers
City of Vergas
111 E. Main St.
Vergas, MN 56587

Alexandria
610 Fillmore Street
Alexandria MN 56308

320.762.8149
Alexandria@Widseth.com
Widseth.com

RE: Vergas Municipal Liquor Store Study

Dear Ms. Lammers

It was a pleasure meeting with you and Kyle yesterday to discuss with you your vision of the next phase for the liquor store. Widseth Proposes to provide two design options for remodeling the liquor store. Widseth plans on investigate an option where the front door is reversed and the existing storage area will become the main entry to the store. The other will explore the configuration of having two entries, one on main street and the other towards the alley. Both options will include a larger cooler area, locations of new HVAC equipment and a drive through service window.

We will work side by side with you throughout this process to assure that the preliminary design reflects your wants and goals.

Scope of Services:

- Provide two design options for the liquor store
- Provide a construction cost opinion for both options.
- One onsite progress meeting

Schedule:

We will begin upon receipt of a signed copy of this agreement.

Fee:

Widseth proposed a fixed fee of **\$4,320.00** If this is acceptable to you,
Please sign and return to me.

Sincerely,
Widseth Smith Nolting & Associates, Inc.



Greg Bohl, AIA, LEED AP, CID



Jeff Kuhn, PE, VP

Accepted by: Julie Lammers

The Above proposal and attached General Provisions are satisfactory and Widseth is authorized to do the work as specified. Payment will be made through the signature of its authorized representative below permitting Widseth to commence work on this project. The proposal is valid for 30 days.

(Signature) (Title)

(Date)

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, treator, 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.**

Street/Sidewalks/Yard Waste Committee Meeting Minutes
Vergas City Office
February 9, 2023

1.) A meeting of the Vergas Streets/Sidewalks/Yard Waste (SSYW) Committee was held on Thursday, February 9, 2023 at 1:00 PM at the Vergas City Office. Present was Bruce Albright and Paul Pinke, Vergas City Council; Julie Lammers, City Clerk, Mike DuFrane, Utility Superintendent; and Blaine Green, Widseth. Albright called the meeting to order at 1:00 PM.

2.) Agenda Additions or Deletions. Albright wanted to add purchasing an additional sign for the recycling site. Lammers said the sign has already been ordered. DuFrane wanted to add Hardware Store drainage.

3.) Minutes for the 12/08/22 and 12/28/22 SSYW meetings were attached in the agenda packet. Albright said there were a couple of small changes for the 12/08/22 minutes, which have now been made. Motion by Pinke to approve both sets of minutes, seconded by Albright, approved.

4.) Sidewalk Policy. Sidewalks are addressed in Title IX: General Regulations, Section 93. Green distributed a couple of maps that they prepared showing the sidewalk and trail ownership within the City. The larger scaled map showed the downtown sidewalks, and which were maintained by the adjacent business, which were maintained by the City, and a private sidewalk (Karen Hill). The Committee felt the downtown "private" sidewalks should be relabeled "commercial". Green will make the change. Chapter 93, Streets and Sidewalks, is about 9 pages long. Albright felt in keeping with our goal regarding ordinances, we should look at the entire section. 93.03, (B) 1 states: "no person shall obstruct any street or sidewalk by depositing snow or ice thereon". There are no mentions of whom is responsible for maintaining the sidewalks. Section 92.01 also talks about sidewalk maintenance. Albright said now that we have the maps, and the sidewalks are labeled, we can place jurisdiction on who's responsible. Albright has looked at other sidewalk ordinances from neighboring communities. For example, if the snow is not removed from a business commercial sidewalk like within 48 hours, the City will do the work and charge the respective business owner. Green questioned if the City has ever considered maintaining the sidewalks and just billing the respective business owners? DuFrane didn't feel that City utility staff would have time to do this extra work. DuFrane also asked if the new ordinances should address the sidewalk overhangs constructed by several of the businesses. They make snow removal more difficult, and snow from the roof can slide onto the street. Albright said he did see one business that was pulling the snow off their awning which then fell on the street, and he assumed DuFrane had to haul it away on a Monday morning. Green said they could also present American with Disabilities Act (ADA) issues. Previous Councils had approved the overhangs for the businesses. One bid was received for the Request for Proposals (RFP) regarding snow removal for the city streets. Regarding Chapter 93, Albright suggested that SSYW Committee members should get their suggested changes for this section to Lammers by the next SSYW meeting. Most likely, we're not going to get anything new in place that will be applicable for this winter.

5.) 1ST AVE S Parking. At the last meeting, Widseth presented a drawing that would widen the driving lanes on the noted road segment between West (W) Main Street (ST) and East (E) Linden ST. The diagonal parking south of the old fire hall (Hanson's Plumbing shop) would revert back to parallel parking. The sidewalk along Franklin Fence would be moved 10' west. The Otter Tail County Highway Department has said they would not participate in the costs of said modifications. Green estimated that the work could cost \$30,000 if the existing sidewalk

is not replaced, or \$50,000 if the sidewalk is replaced, including a possible new easement. Albright said the diagonal parking is getting used quite frequently. As time goes on, he felt people will get more familiar with the idea. Once the County Garage property is acquired and developed into a parking lot, this should also help relieve congestion along 1ST AVE S.

6.) County Garage Land. At the 12/28/22 SSYW meeting, the Committee recommended to Council that they adopt Option 1B parking for the County Garage property. At the 01/10/23 Council Meeting, the Council did not adopt the recommendation because Councilman Haarstick had not seen the plan. The County has moved out of the building, and Lammers felt the City would own the building by our March Council meeting. Lammers is still working on the Otter Tail County grant application for demolition of the building and development of the parking lot. She said the City is eligible for \$50,000/year from the County, or \$25,000 per project. The grants have to have a 50/50 match. Lammers thought that we might need fences on both sides (east and west) of the property. As the County has moved their equipment, the adjacent business owner to the east is already starting to allow employee parking on the County property. We'll also have to check the City Ordinances (Section 151.45 to 151.48) for compliance regarding fences. Albright questioned if we could break the project into two separate projects, maybe qualifying for the entire \$50,000? Such as the building demolition as the first project, and the second project could be the parking lot development? DuFrane felt we'll need some specifications for the building demolition, as the one bid we've already received, just talked about crimping the waterline under the building. Lammers said she is still waiting for some quotes before submitting the grant application. Albright felt ideally, doing the parking lot with Class V gravel for one year before paving would allow the backfill to settle.

DuFrane thought the alley from 1ST AVE S to S Railway AVE behind the City building should be repaved at the same time. Traffic leaving the new parking lot will use the alley to exit. The alley pavement is not in good condition. DuFrane also questioned if the alley between the Post Office and City building should also be repaved at the same time. There is a storm sewer in this area, and already this spring, the water is starting to backup because the storm sewer is frozen. Albright said this area is not an alley, and the property line between the two buildings was looked at on the County's Graphic Information Systems (GIS) website. We'll also probably need specifications for the parking lot development, such as Class V depths, etc. Widseth said when needed, they could develop said documents.

7.) Complete Streets. The Otter Tail County Board of Commissioners adopted their Complete Streets Policy on 01/24/23. On 12/14/21, the City adopted a resolution to develop a Complete Streets Policy, once the County was done with their plan. Today's meeting agenda included a copy of the County's Policy. The County's policy is 17 pages long. The City's policy will be much shorter, as we have less streets to deal with. Time permitting, City Staff can start drafting the County's policy for City use.

8.) W Lake ST. Widseth had preliminary engineer's estimates for this improvement project. The first estimate would only deal with that segment of the roadway from the Glenn ST extension to County (CO) Road (RD) Number (NO) 17. This segment is 775' long, and includes road improvements and paving. The road improvements are expected to cost \$86,336.25, and paving at \$62,946.40. Including design engineering and construction staking/inspection, the total cost is \$179,082.65 (\$103,536.25 w/o paving). For this segment, he also included a number of assessment options in his report. Most of the various options included a 50%, 80%, and 100% landowner assessment. The analysis did not include right-of-way review or acquisition. It appears the Mike Maneval property near Co. Rd. No. 17 does not have any designated road R/W. If this road is like the Town Line road, our attorney determined that by use, the driving surface of the roadway was already public, and did have to be acquired again via payment.

The “full length” option improves the entire road to the west end of the city limits. Construction is estimated at \$190,500. Paving is at \$146,950.80. Including design and construction management, the estimated total cost is \$405,050.80 (\$228,700 w/o paving). The option also includes a number of assessment possibilities.

The project was previously identified in the City’s 2019 Capital Improvement Plan, and that project only identified graveling the roadway for an estimated cost of \$80,000, which would be 100% assessable to the adjacent landowners. The project’s narrative did talk about widening the road for safety reasons. Albright doubted we could find the funding to pave the road at this time. In fact we might need to back down on the amount of work done to get landowner agreement before even starting the design work. DuFrane said the road part with the worst slope issues is on the Mike Maneval property near CR No. 17. Albright said there are other ways to deal with a steep road slope, such as fencing or a guard rail. Discussions questioned if it might be cheaper to go straight north with the road to CR No. 17 instead of across the Maneval property? Albright thought building a new road for a quarter of a mile wouldn’t be cheap either. The Committee felt that no matter what happens with the road, starting the process to acquire the right-of-way across the Maneval property could get going anytime. Widseth will develop an estimate for doing this work for an upcoming Council meeting. Looking at the County GIS maps, there are other people that will use the improved road section, but are outside of the city limits, and therefore cannot be assessed by the City, unless through an agreement. Albright felt that SSW Committee should meet with these landowners, as well as Candor Township. Lammers thought Candor Township met in the evening on the second Tuesday of each month at the Vergas Fire Hall. Albright felt that ultimately, we’ll need a meeting with all of the affected landowners, and he felt the notice needs to be mailed to the respective parties. The City’s 2011 “Special Assessment and Trunk Area Policies and Procedures for Public Improvements and Maintenance Costs”, are just “Policies and Procedures”, subject to change at anytime by the Council, without a hearing.

9.) Glenn ST Extension. Apex Engineering has developed the construction plans for the Lawrence Lake Acres project. Widseth has looked at the plans and has developed a list of questions. There is about 400’ of Glenn ST that is currently on the City’s property before reaching the subdivision. We have to determine if the developer is paying for this segment of roadwork? It is shown on his plan set. The developer is ready to present “Phase II” of his project regarding the subdivision lots for his next final plat approval. He intends to build the entire road when conditions permit this spring. He has also applied for the Minnesota Pollution Control Agency (MPCA) Stormwater Pollution Prevention Plan (SWPPP). Albright said the City’s road design standards are covered in Appendix III of the Land Usage Ordinance.

10.) R/W E Lake ST and N Railway Ave. Widseth is done with their work, and everything has been turned over to the attorney for preparation of the necessary documents. We are waiting for the paperwork.

11.) W Sunset Strip. It’s been noted that there is no R/W for this roadway segment. The City is currently maintaining this roadway. It is difficult to snowplow, as there is no place to turn around. The road probably has some “prescriptive” rights, at least over the graveled portions that the City has been maintaining. Albright thought that the affected landowners would be willing to enter into R/W agreements, as they want the City to continue to maintain the road. Without easements, maintenance might be their responsibility. It appears that the City already has a water and sewer easement on at least part of the roadway. Perhaps a cul-de-sac could be installed in Garrett Dahlgren’s yard, or at least a turn around created to the west on the City’s easement. DuFrane said the road needs to extend to the Wallace property, but as of right now, they go south for the winter. We’ll keep this matter on our agenda for further discussion at our next meeting.

12.) Budget-Goal Setting. With the filing of the “Complete Street Condition Survey” by Widseth at the 01/10/23 Council meeting, the next step will be for the SSYW Committee to start planning for an implementation plan including annual funding allocations. Last session the Legislature did not approve funding for the Small Cities Assistance Program. Hopefully, this year, the Legislature approves this funding. The survey has identified over \$1 million dollars in work that would be completed on City streets. Implementing the program earlier, could have saved the City close to \$700,000.

13.) Hardware Drainage. DuFrane said the Hardware Store is looking at possibly rerouting their roof drainage in the southeast corner of their building directly into the City’s storm sewer. During the winter, the roof drainage creates an icing problem on the sidewalk. DuFrane thought the storm sewer extended past the building in S Railway AVE. The SSYW Committee wasn’t opposed to the idea, but felt more research was needed, such as where the storm sewer is actually located in this area. With the City’s new GIS mapping system, another layer, including the City’s storm sewers could be added. They could be located this spring after the snow melts. Albright felt this would be good information to have documented. Perhaps the County’s road plans might show where the storm sewers are located in W Main ST. Albright also felt it would be good to use DuFrane’s knowledge in this regard. Widseth will prepare a cost estimate for doing said work for the 02/15/23 Council meeting.

14.) Adjournment. Albright adjourned the meeting at 3:00 PM.

Respectfully prepared and submitted by;

Bruce E. Albright, City Council Member

Council Recommendations:

- Option 1B for the County garage property (pending).
- Authorize Widseth to add “storm sewer” mapping layer to GIS tool.

Follow up Actions:

- Landowner review of Feasibility reports for W Lake Street/funding options.
- Glenn ST extension.
- Address R/W needs for W Lake ST improvement project.
- Finalize work on R/W needs for East Lake Street and N Railway AVE (waiting for Attorney).
- Continue to work on budgets, and future road funding needs. -
- Continue to work on City parking, 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 or just extending speed limits to City boundary.
- 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.
- Hardware Store roof drainage.

Additional Future Meeting Agenda Items:

- none, at this time.

City Council
2023 February Council Meeting
CDH-Vergas Fire Hall
6:30 PM on Wednesday, February 15, 2023

7. Staff Reports

1. Utilities Superintendent Report
2. Bid For Snow Removal

Files Attached

- Snow Removal Bid.pdf



Owner

Contact

Scottie Ness
30932 County HWY 4
Vergas, MN 56587
701-388-5784
NessConstOTL@gmail.com

Julie Lammers
City Clerk-Treasurer
City of Vergas Minnesota
City Office
111 Main Street
Vergas, MN 56587

Dear City of Vergas,

- 20 years Experience
- Commercial and Residential Snow removal
- Rural homes as well

Thank you for reviewing my bid for snow removal.

Sincerely,

Scottie Ness



City of Vergas MN

Snow Removal Quote

City Office

111 Main Street

Vergas MN 56587

01/30/2023

Ness Construction of the Lakes LLC

Scottie Ness

30932 County Hwy 4

Vergas MN 56587

701-388-5784

I have a ¾ ton Pickup with an 8' V-Plow

Small tractor with blower if needed. (Sidewalks and Entry ways)

Walk behind blower and salter.

I'm self Employed, owner operator.

We usually wait till the snow fall is about done to remove snow, so after each snow fall I would be able to plow. If needed before hand, just a call to figure out a plan. An hour notice would be nice, but understand that sometimes things come up and will get there as soon as I can.

Available each snow fall and when needed.



All rates are per hour per piece of equipment. There will be a 1 hour minimum. Based on snow accumulation amounts, we will determine what equipment will be sent to your location to complete the clean up as efficiently as possible. You may request certain equipment and we will accommodate to the best of our ability's.

Pickup Truck and V-PLOW \$80/Hr

Tractor and blower (small) \$80/Hr (Sidewalks entry ways)

Walk behind blower and manual shoveling will be included in tractor billing while on site.

Salting \$0.60 per pound.

If you have any questions, please feel free to contact me.

Thanks

Scottie Ness



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
JUSTIN SKARIE (21721)
303 HOLMES ST W
DETROIT LAKES, MN 56501-0000

CONTACT
NAME: JUSTIN SKARIE
PHONE (A/C, No, Ext): 218-844-7000 FAX (A/C, No): 218-846-9753
E-MAIL ADDRESS: JUSTIN.SKARIE@COUNTRYFINANCIAL.COM

INSURED 5678268
NESS CONSTRUCTION OF THE LAKES LLC
30932 COUNTY HIGHWAY 4
VERGAS, MN 56587

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	COUNTRY Mutual Insurance Company	20990
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			AM9321686	3/24/2022	3/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AV9321687	3/24/2022	3/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CITY OF VERGAS
111 MAIN ST
VERGAS, MN 56587

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City Council
2023 February Council Meeting
CDH-Vergas Fire Hall
6:30 PM on Wednesday, February 15, 2023

8. Information & Announcements

Trainings:

- 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. LMC, Loss Control Workshop - March 29, 2023 Alexandria (DuFrane, Engebretson, Lammers)
- d. IIMC Conference - May 14-17, 2023 (Lammers) Minneapolis
- e. Clerks Advanced Academy- (Lammers)Waite Park
- f. League of MN Cities Annual Conference (Mayor, Council & Lammers)
- g. Municipal Beverage Association (MMBA) (Theisen) Arrowwood

Events:

- a. Local Board of Review, April 5, 2023 Vergas Event Center Council Chambers, 1:00 pm (Mayor, Council and Lammers)
- b. Household Hazardous Waste Day, Thursday, June 29, 2023 10:00 - 2:00 volunteers needed