

City Council
2023 July Council Meeting
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
6:30 PM on Tuesday, July 11, 2023

- 1. Call to Order**
- 2. Citizens' Concerns**
- 3. Agenda Additions and Deletions**
- 4. Approval of Consent Agenda**
 - A. Council Minutes of the June 13, 2023
 - B. Bills paid between Council meetings and Council bills
 - C. Liquor Store bills for June 2023
 - D. Late water/sewer bills
 - E. 2023 Investment Schedule/Bond Schedule
 - F. General Fund Special Revenue Money Market Account
 - G. 2023 Statement of Receipts, Disbursements and Balances
 - H. American Rescue Plan Funding 2021-2026
 - I. Small Cities Dev. Request - Conflict of Interest
 - J. Committee Reports - requiring no Council Action
 1. Planning Commission
- 5. Heart of the Lakes and Heartland Trail Connection to Vergas Master Plan**
- 6. Event Requests**
 1. Ole's Ride - Road Closure - Aug. 25 and Aug. 26
 2. Pickleball Open House - Alcohol at the ballfield
- 7. 2022 Audit**
- 8. Committee Reports**
 - A. Park
 1. Park Plans
 2. Lighting for restroom
 3. Docks
 - B. Streets, Sidewalks and Yard Waste
 1. Sunset Strip
 2. Slope bid
 3. 140 E Linden
 - C. Water and Sewer
 1. Internal Grease Traps
- 9. Staff Reports**
 1. Council Members attending the LMC Conference - Bruhn, Albright and Haarstick
 2. Utilities Superintendent Report
 3. Liquor Store Manager Report
- 10. Information & Announcements**

Trainings:

 - A. Clerks Advanced Academy- Sept 14-15, 2023, Bemidji, MN (Lammers)

Events:

None
- 11. Adjournment**

Table of Contents

4. Approval of Consent Agenda	3
July Meeting	8
June	16
2023	18
Sheet1	19
Table 1	21
5. Heart of the Lakes and Heartland Trail Connection to Vergas Master Plan	
25	
6. Event Requests	40
9. Committee Reports	41
10. Staff Reports	56
Sheet1	63
11. Information & Announcements	64

City Council
2023 July Council Meeting
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
6:30 PM on Tuesday, July 11, 2023

4. Approval of Consent Agenda

- A. Council Minutes of the June 13, 2023
- B. Bills paid between Council meetings and Council bills
- C. Liquor Store bills for June 2023
- D. Late water/sewer bills
- E. 2023 Investment Schedule/Bond Schedule
- F. General Fund Special Revenue Money Market Account
- G. 2023 Statement of Receipts, Disbursements and Balances
- H. American Rescue Plan Funding 2021-2026
- I. Small Cities Dev. Request - Conflict of Interest
- J. Committee Reports - requiring no Council Action
 - 1. Planning Commission

Files Attached

- 06-13-2023 Council Minutes.pdf
- 2023 City Bill Listing Checks paid between Council Meetings.pdf
- July Council Claims List.pdf
- 2023 Liquor Store Bill Listing.pdf
- Utility Billing AgedBalance_07052023.pdf
- Investment Schedule & Bond Schedule.pdf
- Genreal Fund_Special Revenue Money Market Account Report.pdf
- June 30 Statement of Receipts, Distbursements and Balances.pdf
- American Rescue Plan Funding 2021-2026.pdf
- Conflict of Interest Letter.pdf
- Planning Commission Meeting Agenda & Minutes for 6.26.23.pdf

CITY OF VERGAS
COUNCIL MINUTES
Vergas Event Center and Zoom
Tuesday, June 13, 2023

The City Council of Vergas met at 6:00 pm, on Tuesday, June 13, 2023, at the Vergas Event Center for a hybrid public hearing with the following members present: Mayor Julie Bruhn, Council Members: Bruce Albright, Haarstick, Paul Pinke and Natalie Fischer. Absent: none. Also present: Clerk/Treasurer Julie Lammers, Utilities Superintendent Mike DuFrane, Doug Halvorson, Jeff Hattlewick and Meryl Kvam.

Mayor Julie Bruhn called the meeting to order.

Introduced gravel pit ordinance.

Doug Halvorson commented "On the road by his shed (Bennett Road) there are 15-20 trucks going in the gravel pit every hour. Who wants to live across the street from a gravel pit which is open 6 days a week for 12 hours. I am proud of what my property looks like, but I will not build a house with a gravel pit across from my property. Concerned about the road, concerned about the traffic and I am pro-business. If I could add onto my building right now I would do it."

Meryl Kvam agreed with Doug Halvorson on the fact that the city is allowing 6 days of work at the gravel pit. Kvam stated "A town with 265 vehicles driving by it is quieter than this with the gravel pit. The council needs to set a limit on speed from city limits to the railroad tracks to 15 miles per hour. Most Mark Sand and Gravel drivers are good, but we have a lot of kids biking around town and we are just waiting for an accident. Trucks can short shift and not make so much noise. With the alarm going off 4 times a day 365 days a year this town needs to think about noise violation." Jeff Hattlewick provided his phone number to Kvam to let him know when trucks were driving inappropriately.

Albright reviewed the proposed gravel permit ordinance explaining this ordinance is for all gravel pits within the city limits. Reviewed the past gravel pits and owners of the pit now owned by Mark Sand and Gravel. If there is violations get ahold of the City and the office will contact companies or sheriff.

Paul Pinke and Natalie Fischer joined the meeting.

Discussed the use of the plant asphalt plant. Bruhn stated the comments are duly noted. Jeff stated to he would pass the information onto the truck supervisor.

Open Burning Ordinance introduced.

Albright reviewed the changes from the past ordinance to the proposed ordinance. Kvam questioned burning and not knowing if the area is going to be dry on a certain day. DNR permit is only good for 72 hours. Kvam stated this ordinance is a little excessive.

Bruhn closed the public hearing at 6:29 pm.

CITY OF VERGAS
COUNCIL MINUTES
Vergas Event Center and Zoom
Tuesday, June 13 2023

The City Council of Vergas met at 6:30 pm, on Tuesday, June 13, 2023, at the Vergas Event Center for a hybrid regular council meeting with the following members present: Mayor Julie Bruhn, Council Members: Bruce Albright, Paul Pinke, Dean Haarstick and Natalie Fischer. Absent: none. Also present: Clerk/Treasurer Julie Lammers, Utilities Superintendent Mike DuFrane, Engineer Blaine Green, Attorney Tom Winters, Robert Williams of the Frazee-Vergas Forum, Jeff Hattlewick, and Sherri Hanson.

Call to Order

Mayor Julie Bruhn called the meeting to order.

Citizens' Concerns

None.

Agenda Additions and Deletions

Motion by Pinke, seconded by Fischer to approve the agenda with the following addition: Glen Street extension. Motion passed unanimously.

Approval of Consent Agenda

Motion by Pinke, seconded by Albright to approve the following consent agenda with the removal of the claims list:

- A. Council Minutes of the May 9 24, 2023
- B. Bills paid between Council meetings
- C. Liquor Store bills for May 2023
- D. Late water/sewer bills
- E. 2023 Investment Schedule/Bond Schedule
- F. General Fund Special Revenue Money Market Account
- G. 2023 Statement of Receipts, Disbursements and Balances
- H. American Rescue Plan Funding 2021-2026
- I. Certify Dog Licenses to property taxes
- J. Committee Reports - requiring no Council Action
 1. Planning Commission

Motion passed unanimously.

Discussed the claims list regarding the payment to Michael DuFrane for the use of his boat for \$357.00. DuFrane originally wanted to add time to payroll and Lammers informed him he could not add time to his payroll for boat use. Winters stated that the city does not want to make a habit of using employee's personnel property. The council asked DuFrane to consider renting from JK Marine in the future. We may need to discuss a better process for this. Haarstick questioned putting cement blocks in a new boat and Albright stated you just need to be careful.

Bruhn questioned paying out of payroll with a motion. Lammers suggested changing the payment of the invoice as this is not a payroll expense. Motion by Pinke, seconded by Haarstick to pay DuFrane \$50.00 for boat rental for one day. Yes: none No: Pinke, Haarstick, Albright and Fischer. Motion failed. Motion be Albright, seconded by Fischer to approve payment of \$100.00 to DuFrane and to review the process before fall on rental of boats. Motion passed unanimously.

Ordinances

1. Gravel Pit

Motion by Albright, seconded by Pinke to approve Ordinance 2023-004 regarding Excavation, Mining and Gravel Pits (complete copy of resolution located at the city office) to approve the ordinance as presented. Motion passed unanimously. Discussed hours of operation.

2. Open Burning

Motion by Albright, seconded by Pinke to approve Ordinance 2023-005 regarding Open Burning amending Chapter 92 of the Vergas City Code, striking the 48-hour requirement and changing prior to burning notifying the City Clerk's Office. Motion passed unanimously.

Otter Tail Lakes County Assn.

Haarstick reviewed the past Otter Tail County Lake Association meeting.

Committee Reports

Parks

Sherri Hanson reviewed the Park Advisory Board meetings of May 25, 2023 (minutes available at the Vergas City Office). Motion by Albright, seconded by Pinke for the City of Vergas to be the fiscal agent for the park advisory board to raise funds for park improvements. Motion passed unanimously. Discussed items Pausch is requesting for the bathhouse such as: lowering toilets and lighting. Albright questioned what was being planned with the new plan proposal of the park. Hanson agreed if we are revamping the bathhouse in the next few years, we may not want to spend money on this now. Hanson expressed frustration with the proposed park plans and does not feel we are close to a workable plan at this point. We may want to look at phases for the park improvements. No recommendations have been made from the park board. The council requested the park advisory review and make a recommendation for the July meeting. The ski team has put their docks in at Long Lake, but they are not placed in the approved area. DuFrane stated the docks are in the way of people taking pictures, and feels the docks look tacky. The docks are for staging areas when practicing and performing in the ski shows. The docks need to be a certain number of feet apart for the performance. The ski team has agreed to move docks if they need to. Council members were asked to go look at the docks. Hanson stated she needed to give the ski show an answer tomorrow. Motion by Albright, seconded by Pinke to table the discussion and have the Council look at docks; in the interim the docks can stay in their current location. Motion passed unanimously. Hanson reviewed the metal loon will be placed in the middle of the fence when the new fence is placed in the next few weeks. Motion by Albright, seconded by Pinke to allow loon to be placed in the middle of the new fencing. Motion passed unanimously. Motion by Albright, seconded by Pinke for the City of Vergas to be the fiscal agent for the park advisory board to raise funds for park improvements. Motion passed unanimously.

Personnel

Bruhn reviewed the change to the personnel policies regarding holidays and the updated event center coordinator job

description. Motion by Albright, seconded by Bruhn to update the personnel policy by adding the following two holidays Juneteenth and Indigenous People's Day. Motion passed unanimously.

Motion by Pinke, seconded by Albright to approve the Event Center Coordinator job description. Motion passed unanimously.

EDA/HRA

Lammers reviewed the EDA/HRA committee meeting of June 6, 2023 (minutes available at the Vergas City Office).

Proposed the Council allowing for applications for owner-occupied development value gap grants for \$10,000 per lot for a cost of up to \$50,000 per development for up to 5 years of taxes. Otter Tail County would manage the grants for the City. To receive this financing the developer must prove the housing has a gap in expenses to value and property owners will not be able to apply for tax abatement if the developer uses this program. Motion by Albright, seconded by Pinke to approve owner-occupied development value gap financing in conjunction with Otter Tail County guidelines for \$50,000 per development and \$10,000 per parcel. Motion passed unanimously.

CDH-Vergas Fire Board

Bruhn reviewed CDH-Vergas Fire Board meeting of May 15, 2023. Quote for \$4,825.00 for removal of existing asphalt and repaving. Motion by Albright, seconded by Pinke to approve the site's share of parking lot paving for a cost of \$530.75 using the remainder of the American Rescue Funds and using public safety funds for the balance. Motion passed unanimously.

Water and Sewer

Fischer reviewed the water and sewer committee meetings of May 22, 2023 and June 5, 2023 (minutes available at the Vergas City Office).

Internal Grease Traps

This will be discussed at the July 11 Council meeting and Lammers will invite all businesses with food to the meeting as the ordinance may be changed.

Cross Contamination

We would be developing a policy to prevent this backflow from happening in the future and will be proposing this be added to construction permits. The wording has not been developed yet and will come to the council when available. Discussed the costs the City incurred for with the emergency due to business not having a back flow. Motion by seconded by to bill Recycle \$2,800.00 to cover the city expenses. Motion passed unanimously.

Streets/Sidewalks/Yard Waste

Albright reviewed the issue of the slops from the 2019 Street project on E Scharf Ave and Diane Avenue. Green has provided bid information and Lammers has posted in neighboring papers, website and emailed local contractors. Discussed changing the date of completion as many contractors are very busy. Discussed the removal of the building located at 140 E Linden and preparing the land for a parking lot. Neighboring property has items on the City property and has been asked to remove items with no action being taken. Haarstick questioned the City removing the building and Council responded with the Comprehensive Plan has requested parking and the decision to remove the building was decided last October. Motion by Albright, seconded by Pinke to have neighboring property remove items by July 15, 2023. Haarstick abstained. Voting yes: Pinke, Albright and Fischer. Voting No: none. Motion passed.

Glen Street

Albright reviewed the pre-construction meeting information for the extension of Glenn Street. There is a power pole that will need to be moved, the water line may need to be moved cost estimates have not yet been determined. Streetlights for the area are being discussed including decorative lighting. The streets/sidewalks/yard waste committee will be looking at lighting. Currently Otter Tail Power has stated they do not want us to put Christmas lights on the current poles.

Sunset Strip

Green explained they have looked at the current right-of-way in this area. There has been a gravel road going in here for years, but it is not a city street. Council asked Lammers to invite property owners to the July meeting before proceeding with this project. Our first step is to make this an official city street. The quote will be looked at in July.

Staff Reports

City Clerk-Treasurer

Lammers provided a written report on IIMC Conference and informed the Council of web-based program available for cities. GOVOS forms would provide citizens the opportunity to apply online. This program would provide recordkeeping technology and tracking systems for all forms. The cost of the system is \$13,000.00 and asked the Council to consider the program to decrease the amount of time employees spend working on forms.

Mike DuFrane, Utilities Superintendent

Mike DuFrane provided the following report to the Council for May 2023.

1. Parks – Beach buoy system was installed today.
2. Wastewater-grease issue at ponds.
3. Water-handled water emergency
4. Streets -will be patched soon.

Information & Announcements

Trainings:

- a. League of MN Cities Annual Conference, June 21-23, 2023 (Bruhn, Haarstick, Albright)
- b. Clerks Advanced Academy- Sept 14-15, 2023, Bemidji, MN (Lammers)

Events:

- a. Otter Tail County Board of Review, June 14, 2023.
- b. Household Hazardous Waste Day, Thursday, June 29, 2023 10:00 - 2:00

Adjournment

The business for which the meeting was called having been completed, the meeting was adjourned at 8:27 pm.

Submitted by,

Julie Lammers, CMC

Vergas City Clerk-Treasurer

CITY OF VERGAS
 Bill Listing for June 15 to July 7, 2023

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
Adobe Reader	All Depts., Computer Program	16.10
Aramark	Event, towels, rugs	62.14
CDH-Vergas Fire	Reimbursed Training	10,563.86
City of Vergas	Payroll	14,765.56
Internal Revenue Services	2023 Withholding Tax	3,002.05
Lake Region Electric	Sign, electricity	42.55
MN Dept. of Revenue	Sales Tax	92.00
MN Dept. Revenue	2023 Withholding Tax	496.87
Public Employees Retirement Assoc.	Payroll	969.82
.		
Total for bills paid between Council Meetings		<u>\$30,010.95</u>

Date Range : 6/10/2023 To 7/13/2023

<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>
07/11/2023	Bruce Albright	Council, Training LMC (miles, hotel, parking)	23889	\$907.84	100-41110-331-	Council/Town Board	\$907.84
07/11/2023	Aramark	Event, Rugs, towels, toilet paper, paper towels Inv 2520219922, 252002728	23890	\$199.43	100-45110-210-	EVENT CENTER	\$199.43
07/11/2023	Art Anderson Septic Tank Pumping	Park, women's bathrooms septic Inv 40232	23891	\$320.00	100-45210-210-	Parks	\$320.00
07/11/2023	Arvig Communication Systems	All Depts, cameras, internet, phone, fax	23892	\$610.93	609-49751-321- 100-43010-321- 100-45110-321- 100-41010-321-	Liquor Store - Manager - Off-Sale City Shop EVENT CENTER GENERAL GOVERNMENT	\$124.27 \$67.50 \$92.00 \$327.16
07/11/2023	Arvig	LS, Camera Shelf moved	23893	\$175.00	609-49751-400-	Liquor Store - Manager - Off-Sale	\$175.00
07/11/2023	Barefoot Lawns, LLC	PK, Spring Herbicide	23894	\$1,384.00	100-45210-400-	Parks	\$1,384.00
07/11/2023	Julie Bruhn	Mayor, Training LMC Conf (hotel)	23895	\$569.60	100-41310-331-	Mayor	\$569.60
07/11/2023	Core & Main LP	Water, parts to move hydrant	23896	\$2,063.72	601-49440-530-	Water Utilities - Administration and General	\$2,063.72
07/11/2023	Colonial Life	Employee, insurance employee reimbursed June-July 2023	23897	\$364.48	100-41405-999-	Clerk	\$116.24

Date Range : 6/10/2023 To 7/13/2023

<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>
					609-49751-999-	Liquor Store - Manager - Off-Sale	\$248.24
07/11/2023	Corporate Technologies, LLC	All Depts, Technology Inv #97810, 96326, 95660, 95938	23898	\$587.40			
					100-41010-200-	GENERAL GOVERNMENT	\$587.40
07/11/2023	Culinnex	Event, Dish dollies and racks (paid by donations)	23899	\$821.40			
					100-45110-999-	EVENT CENTER	\$821.40
07/11/2023	Card Member Service	Council, Haarstick hotel LMC training Park, red cross swimming lessons,	23900	\$707.44			
					100-41110-331-	Council/Town Board	\$317.98
					100-41010-200-	GENERAL GOVERNMENT	\$29.46
					100-42010-999-	PUBLIC SAFETY	\$360.00
07/11/2023	Michael DuFrane	Cell phone, reimbursed	23901	\$75.00			
					100-43110-321-	Highways, Streets & Roadways	\$18.75
					100-45210-321-	Parks	\$18.75
					601-49440-321-	Water Utilities - Administration and General	\$18.75
					602-49490-321-	Sewer Utilities - Administration and General	\$18.75
07/11/2023	Matthew Engebretson	St, Pk, reimbursed cell phone	23902	\$25.00			
					100-43110-321-	Highways, Streets & Roadways	\$12.50
					100-45210-321-	Parks	\$12.50
07/11/2023	Dacotah Paper Company	GG & Event, supplies invoice 76160	23903	\$97.58			
					100-41010-210-	GENERAL GOVERNMENT	\$52.03
					100-45110-210-	EVENT CENTER	\$45.55
07/11/2023	Mary Ditterich	Event, supplies	23904	\$22.92			
					100-45110-210-	EVENT CENTER	\$22.92
07/11/2023	Frazee-Vergas Forum	Gg, legal ads	23905	\$274.44			
					100-41010-350-	GENERAL GOVERNMENT	\$274.44

Date Range : 6/10/2023 To 7/13/2023

<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>
07/11/2023	Franklin Fence Company, Inc.	Parks, supplies	23906	\$201.71			
					100-43010-220-	City Shop	\$201.71
07/11/2023	Great Plains Natural Gas Company	Event, Shop, utility	23907	\$132.68			
					100-45110-380-	EVENT CENTER	\$45.19
					100-43010-380-	City Shop	\$34.46
					100-43010-380-	City Shop	\$53.03
07/11/2023	Dean Haarstick	Council, LMC Training Mileage	23908	\$230.56			
					100-41110-331-	Council/Town Board	\$230.56
07/11/2023	Hach Corporation	Wtr, Wastewater, chemicals Inv 13630377, 13617907, 13611629	23909	\$2,297.13			
					601-49440-218-	Water Utilities - Administration and General	\$638.06
					602-49490-218-	Sewer Utilities - Administration and General	\$1,659.07
07/11/2023	Hansons Plumbing & Heating, Inc.	Water, hydrant key, drain cover, valves Inv 40399506	23910	\$52.26			
					601-49440-220-	Water Utilities - Administration and General	\$52.26
07/11/2023	Hawkins, Inc	Wtr, chemicals Inv# 6504346	23911	\$884.19			
					601-49440-218-	Water Utilities - Administration and General	\$884.19
07/11/2023	Julie Lammers	Clerk, cell phone	23912	\$75.00			
					100-41405-321-	Clerk	\$25.00
					601-49440-321-	Water Utilities - Administration and General	\$25.00
					602-49490-321-	Sewer Utilities - Administration and General	\$25.00
07/11/2023	JH Signs & Designs, Inc	Yard Waste, sign Inv 22449	23913	\$446.00			
					100-43128-210-	YARD WASTE	\$446.00

Date Range : 6/10/2023 To 7/13/2023

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
07/11/2023	Lakes Area Pest Control, LLC	Event, Pest Elimination	23914	\$75.00	100-45110-400-	EVENT CENTER	\$75.00
07/11/2023	Madison National Life Ins Co, Inc	Employee short term Insurance	23915	\$213.33	100-45210-130- 601-49440-130- 602-49490-130- 100-41405-130- 100-49751-130- 100-43110-130-	Parks Water Utilities - Administration and General Sewer Utilities - Administration and General Clerk Liquor Store - Manager - Off-Sale Highways, Streets & Roadways	\$28.97 \$26.72 \$26.72 \$17.28 \$86.92 \$26.72
07/11/2023	MCFOA Region 1	Clerks, meeting	23916	\$15.00	100-41010-300-	GENERAL GOVERNMENT	\$15.00
07/11/2023	MENARDS - DETROIT LAKES	Event, operating supplies	23917	\$35.94	100-45110-210-	EVENT CENTER	\$35.94
07/11/2023	MN DEPT OF LABOR AND INDUSTRY	CC, Reg/Boiler & Pressure	23918	\$10.00	100-45110-400-	EVENT CENTER	\$10.00
07/11/2023	New York Mills Dispatch	St, legal ad for slope bid	23919	\$91.80	100-41010-350-	GENERAL GOVERNMENT	\$91.80
07/11/2023	Otter Tail Power Company	All depts, utility	23920	\$1,831.51	100-43010-380- 602-49490-380- 100-43160-380- 100-45110-380- 100-45210-380- 100-43010-380-	City Shop Sewer Utilities - Administration and General Street Lighting EVENT CENTER Parks City Shop	\$44.85 \$184.89 \$578.38 \$346.19 \$590.70 \$86.50
07/11/2023	RMB Environmental Laboratories, Inc	WW, 2023 Chemicals Inv. 46549	23921	\$291.41			

Date Range : 6/10/2023 To 7/13/2023

<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>
					602-49490-218-	Sewer Utilities - Administration and General	\$291.41
07/11/2023	Kyle Theisen	LS, cell phone	23922	\$25.00			
					609-49751-321-	Liquor Store - Manager - Off-Sale	\$25.00
07/11/2023	Steve's Sanitation, Inc.	Park, Event garbage	23923	\$452.02			
					100-45110-384-	EVENT CENTER	\$189.60
					100-45210-384-	Parks	\$262.42
07/11/2023	TEAM LAB	Ponds & Beach, supplies	23924	\$1,340.00			
					602-49490-210-	Sewer Utilities - Administration and General	\$1,020.00
					100-45210-210-	Parks	\$320.00
07/11/2023	Widseth Smith Notlting & Assoc. Inc	Gg, Park, Engineering	23925	\$4,179.41			
					100-43110-303-	Highways, Streets & Roadways	\$1,080.00
					100-45210-303-	Parks	\$1,626.91
					100-45210-999-	Parks	\$1,472.50
07/11/2023	Vergas Auto Repair	St, front brakes, caliper, hose and fluid	23926	\$413.20			
					100-43110-400-	Highways, Streets & Roadways	\$413.20
07/11/2023	Vergas State Bank	Gen Obligation Water Rev Note, Series 2022A (MN Rural Water Micro-Loan)	23927	\$1,200.00			
					607-47010-611-	DEBT SERVICE	\$1,200.00
07/11/2023	Vergas State Bank -Series 2015A	G.O.Improvement Refunding Bonds, Series 2015A	23928	\$1,590.00			
					220-47010-611-	DEBT SERVICE	\$1,590.00
07/11/2023	Anytime Towing & Repair, LLC	Event, towing truck back to Vergas due to brake failure	23929*	\$343.50			
					100-45110-400-	EVENT CENTER	\$343.50

Date Range : 6/10/2023 To 7/13/2023

<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>
07/11/2023	Blue Cross Blue Shield of Minnesota	Employees Health Insurance Premium, July 2023	23930	\$3,489.62			
					100-41405-131-	Clerk	\$221.46
					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	\$332.21
					609-49751-131-	Liquor Store - Manager - Off-Sale	\$1,717.86
07/11/2023	Card Member Service	Clerk, Advanced Academy training	23931	\$175.00			
					100-41405-331-	Clerk	\$175.00
07/11/2023	Driveway Service	Streets, crushed asphalt Inv 12662	23932	\$544.00			
					100-43110-400-	Highways, Streets & Roadways	\$544.00
07/11/2023	Lakes Community Cooperative	Parks & Streets, operating fuel	23933	\$298.31			
					100-43110-210-	Highways, Streets & Roadways	\$200.25
					100-45210-210-	Parks	\$98.06
07/11/2023	Leighton Broadcasting	Event, 2023 advertising	23934	\$250.00			
					609-49751-340-	Liquor Store - Manager - Off-Sale	\$250.00
07/11/2023	Olson Oil Co.	Hazadous Waste, Park & St, operating supplies	23935	\$426.57			
					100-43110-210-	Highways, Streets & Roadways	\$355.49
					100-45210-210-	Parks	\$28.15
					100-42010-210-	PUBLIC SAFETY	\$42.93
07/11/2023	Paulette Spiker	Event, return deposit 7/1/2023 (paid 3/10/223)	23936	\$75.00			
					100-45110-999-	EVENT CENTER	\$75.00
07/11/2023	Tammy Kinsella	GG, Thank you cards/envelopes	23937	\$208.86			

Date Range : 6/10/2023 To 7/13/2023

<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>
					100-43128-200-	YARD WASTE	\$208.86
07/11/2023	Vergas Auto Repair	St, Parks, pickup repairs 2013 Ford \$1,489.07, 2005 Chevy \$292.75	23938	\$1,781.82			
					100-43110-400-	Highways, Streets & Roadways	\$1,489.07
					100-43110-400-	Highways, Streets & Roadways	\$146.37
					100-45210-400-	Parks	\$146.38
07/11/2023	Vergas Hardware	All Depts, supplies	23939	\$235.46			
					100-45210-210-	Parks	\$210.48
					100-45110-210-	EVENT CENTER	\$6.99
					100-43110-240-	Highways, Streets & Roadways	\$17.99
Total For Selected Claims				\$33,117.47			\$33,117.47

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 June 2023

Vendor	Description	Total
Absolute Ice		256.50
Artisan Beer Company		1,014.50
Arvig Communications	Security	124.27
Bergseth Bros		27,102.30
Beverage Wholesalers		8,001.30
Blue Cloud Distribution		2,522.50
Blue Cross Blue Shield of MN	Employee Health Insurance	1,717.86
Breakthru Beverage MN Wine and Spirits		3,094.09
Bucks Mills Brewing		277.20
Card Member Services	Supplies	28.75
City of Vergas	Utility	60.02
City of Vergas	Payroll	5,262.42
Copper Trail Co		123.60
D-S Beverage		20,395.20
Fergus Brewing Co		122.00
Great Plains Nat Gas	Utility	25.73
Henry's Foods Inc		1,419.69
Internal Revenue Service	2023 Withholding Tax	1,502.19
Johnson Brothers Liquor Co		9,436.97
Klockow Brewing Co		174.00
Leighton Broadcasting	Advertising	300.00
Merchant Service	Credit Card Fees	1,690.50
MN Dept. of Revenue	Sales Tax	7,846.00
MN Dept. Revenue	2023 Withholding Tax	194.42
Otter Tail Power	Utility	507.13
Paustis		99.00
Phillips Wine & Spirits		8,602.58
Public Employees Retirement Assoc.	Payroll	963.45
Round Lake Vineyards & Winery		400.00
Southern Wine & Spirits of MN		11,337.66
Theisen, Kyle	Reimbursed Cell phone	25.00
Vergas Hardware	Supplies	10.15
Viking Coca-Cola Bottling Co		776.55
Vinocopia		868.00
Widseth	Engineering	4,320.00
Wine Merchants		626.92
	Total	121,228.45
	June Receipts	114,888.42
June Balance		(\$6,340.03)
	May Operating Income (Loss)	(\$1,868.93)
2023 Total Operating Income (Loss)		(\$8,208.96)

AGED BALANCES

CITY OF VERGAS

DATE: 07/05/2023 AUTHOR: VERJL22

CRITERIA: ACCT#: 0 - 9999999999 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
230	N	WELDON, BEN &	\$217.34*	\$122.21	\$101.59	\$0.00	\$441.14
502	N	TJ JOHNSON	\$123.51*	\$80.18	\$80.92	\$0.00	\$284.61
711	N	OLSON, SHELBY	\$196.96*	\$115.95	\$133.21	\$0.00	\$446.12
1371	N	DARYL PIXLEY	\$85.96*	\$56.55	\$56.55	\$0.00	\$199.06
1788	N	ERICKSON,KRISTI	\$113.97*	\$76.80	\$70.70	\$0.00	\$261.47
2010	N	WHITE, MICHELLE	\$187.06*	\$111.90	\$122.03	\$0.00	\$420.99
7701	N	BRACKEN, JOSEPH &	\$200.49*	\$156.98	\$137.28	\$0.00	\$494.75
Totals(7):			\$1,125.29	\$720.57	\$702.28	\$0.00	\$2,548.14

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>05/31/23</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
General Fund	325657	164,036.15	264,000.00	17,000.00	257.09	411,293.24	0.40	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		374,810.57	264,000.00	17,000.00	257.09	622,067.66		

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		\$1,891,000.00				1,938,031.47		1,863,637.47	139,680.76

General Fund/Special Revenue Money Market Account

	2022 Balance	Interest	2023 Interest	2023 Purchased	2023 sold	06/30/2023 Balance
Uncommitted Funds	0.00	64.23%	251.90	264,000.00		264,251.90
City Shop	8048.35	1.96%	7.69	0.00		8,056.04
Easements	5224.79	1.27%	4.98	0.00		5,229.77
Event Center	17956.76	0.23%	0.90	0.00	17,000.00	957.66
Event Center Electronic Sign	10,000.00	2.43%	9.53	0.00		10,009.53
General	14481.58	3.52%	13.85	0.00		14,495.43
Park	20634.42	5.02%	19.69	0.00		20,654.11
Sand Seal (Seal Coating)	31408.18	7.64%	30.01	0.00		31,438.19
Sidewalk	14882.84	3.62%	14.20	0.00		14,897.04
Street Improvements/Equipment	41399.23	10.07%	39.54	0.00		41,438.77
Balance	\$164,036.15	100.00%	\$392.31	\$264,000.00	\$17,000.00	411,428.46 ***
***Committed total should not drop below \$110,000 or be above \$165,000 at the end of the year.						
Current Committee Total	147,176.56					

As on 6/30/2023

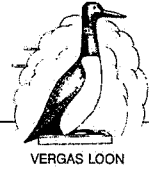
Fund	Beginning Balance	Receipts	Sale of Investments	Transfers In	Disbursements	Purchase of Investments	Transfers Out	Ending Balance	Investment Balance	Total Balance
General Fund	175,847.99	276,233.38	0.00	0.00	319,501.00	264,174.71	7,000.00	(138,594.34)	411,210.86	272,616.52
Small Cities Development	30,527.87	3,400.00	0.00	0.00	0.00	0.00	0.00	33,927.87	0.00	33,927.87
Street Debt Service*	(44,219.87)	0.00	0.00	0.00	26,921.25	0.00	0.00	(71,141.12)	0.00	(71,141.12)
SEWER AND WATER DEBT SERVICE	(217,288.71)	28,428.73	0.00	0.00	0.00	0.00	0.00	(188,859.98)	37,395.60	(151,464.38)
Long Lake Trail Extension Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2019 Street Project	184,735.47	21,236.93	0.00	0.00	66,976.26	0.00	0.00	138,996.14	0.00	138,996.14
Street Project 2006*	109,400.39	3,866.83	0.00	0.00	0.00	0.00	0.00	113,267.22	0.00	113,267.22
Water	223,641.09	58,927.22	0.00	0.00	47,004.89	0.00	0.00	235,563.42	0.00	235,563.42
Sewage Collection and Disposal	8,652.55	52,218.10	0.00	0.00	39,065.11	0.00	0.00	21,805.54	26,910.87	48,716.41
2022 Water MN Micro Loan	12,229.70	0.00	0.00	0.00	13,320.00	0.00	0.00	(1,090.30)	0.00	(1,090.30)
Municipal Liquor Store	34,953.52	391,403.50	0.00	0.00	396,426.99	0.00	0.00	29,930.03	146,467.95	176,397.98
Vergas EDA	18,336.36	25,960.00	0.00	7,000.00	26,764.49	0.00	0.00	24,531.87	0.00	24,531.87
Total :	536,816.36	861,674.69	0.00	7,000.00	935,979.99	264,174.71	7,000.00	198,336.35	621,985.28	820,321.63

American Rescue Plan Funding 2021-2026

Income:				
	9/7/2021	Grant Funds	\$18,623.80	
	11/22/2021	Grant Funds	\$609.88	
	6/28/2022	Grant Funds	\$19,233.67	
Total Income				\$38,467.35
Expenses:				
Dehumidifier		Water Plant	2,470.00	
Fire Wall		General Government	848.44	
Microsoft 365		General Government	1,124.56	
Computer Tech. Support		General Government	2,400.00	
NDSU Landscaping		Parks	1,250.00	
Total Expenses - reported 04/30/2022 report				\$8,093.00
Telephone System	Telephone System	General Government	977.16	
GIS Mapping	Widseth Mapping System	General Government	4,600.00	
City Camera System	Arvig	General Government	\$3,450.00	
Event Center Floors		General Government	\$10,000.00	
Total Expenses - reported 04/27/2023 report				\$27,120.16
Fire Department	Paving parking lot		347.19	
Expenses approved but not spent	Generator	Water	\$11,000.00	
Total in Fund				\$11,000.00

City of Vergas

July 11, 2023



Minnesota's State Bird

Otter Tail County HRA Housing & Redevelopment Authority
Attn: Tanya Westra
Government Services Center
520 Fir Ave W
Fergus Falls Mn 56537

RE: Vanessa Perry
Application for Funds for Small Cities Grant for Commercial Rehabilitation

Dear Ms. Westra:

The Vergas City Council has been notified of the fact that Vanessa Perry (owner of 235 E Frazee Avenue) is an EDA/HRA Member for the City of Vergas but does not vote of measures related to grant funding.

This letter acknowledges MN Stat. 471.88 Subd. 14 (b)

"When a local development organization administers a loan or grant program for individual property owners within the geographical boundaries of a government unit by an agreement entered into by the government unit, and the local development organization, an officer of the government unit may apply for a loan or grant from the local development organization. If an officer applies for a loan or grant, the officer must disclose as part of the official minutes of a public meeting of the governmental unit that the officer has applied for a loan or grant.

Based on the foregoing, it is our opinion that Vanessa Perry, disclosed at a regular City Council meeting the fact that she holds an interest in the relevant commercial property for which grant proceeds are sought.

If you have any questions, please call me at 218-302-5996 ext. 1.

Sincerely,

Julie Lammerts
City Clerk-Treasurer
City of Vergas

CITY OF VERGAS PLANNING COMMISSION MINUTES

Monday, June 26, 2023

6:00 pm

Vergas Event Center

The Vergas Planning Commission meeting was held on Monday, June 26, 2023, with the following members present: Bruce Albright, Judy Kvam, Rebecca Hasse and Robert Jacoby. Absent: Neil Wothe. Also present: Clerk-Treasurer Julie Lammers, Utilities Superintendent Mike DuFrane, Arlen Franchuk, and Engineer Jeff Kuhn.

Call to Order

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

Agenda Additions and Deletions

Approve agenda as presented.

Minutes

Motion by Kvam, seconded by Hasse to approve minutes for May 22, 2023. Motion passed unanimously.

Status of Council Recommendations

Albright reviewed the Council approving the gravel pit ordinance and the open burning ordinance passed by council on June 13, 2023. Open burning ordinance was changed to remove the 48-hour advance notice to they must furnish DNR permit to Clerk-Treasurer.

Construction Permits

Approved by Clerk-Treasurer

109 1st Ave S

Lammers approved replacing decking and adding a railing to the North Entrance of commercial building at 109 1st Ave S.

150 E Herman St

Lammers approved replacing windows at 150 E Herman Street.

1600 E Scharf Ave

Lammers approved re-issuing of a 2021 permit for shoreline work and removal of stumps.

Permits Needing Approval

215 Frazee Ave -windows, siding, doors, deck in the back, staircase, ceilings, sewer pipes and 2 signs

Motion by Jacoby, seconded by Hasse to approve the permit with the stipulation they provide sign design submitted to Clerk for approval and it meets sign ordinance. Motion passed unanimously.

Grade and Fill Permits:

Bunkowske Property

DuFrane reviewed work being done at 350 Townline Road. There are 7 Grade and Fill permits, one for this property and 6 for the properties lakeside which have been purchased. DuFrane stated they have removed the fence and leveled out his property. The Planning Commission requested Lammers send Bunkowske a letter requesting he purchase a grade and fill permit for additional work that was completed.

Old Business:

311 Park View Drive -Shed

Arlen Franchuk, owner of 311 Park View Drive, stated he was willing to move the shed when there is a problem with the sewer line but would like to leave the shed in its current location until then. Albright suggested he get in writing approval from neighbors to leave shed on sewer line and too have it to close to the property line. Lammers stated he would need to request a variance and the Planning Commission would need to have a public hearing to recommend to Council to allow the shed stay in the utility easement and to allow a shed to not conform with the zoning ordinance. Commissioners requested Lammers get easement wording and for Franchuk to apply for variance. Motion by Kvam, seconded by Hasse to hold a public hearing for the variance on July 24 at 6 pm if Clerk receives paperwork and payment by July 6, 2023. Motion passed unanimously.

241 Bennett Road – trees in right of way

Discussed trees in right of way and the snow fence they will make as they grow causing snow removal on Bennett Road to be more difficult. Motion by Kvam, seconded by Hasse to have Lammers send letter stating they need to be moved by August 1, 2023 or utility employees will remove at their expense. Motion passed unanimously. Commissioners asked Lammers to keep this item on

the August meeting agenda.

Ordinances

Streets & Sidewalks, Ordinance 93

Discussed the sidewalk map and made the following changes: No sidewalk in alley by Vergas Ford, no sidewalk in front of Cenex or in front of the bank drive-up and parking lot. Lammers will provide updates to Engineer Blaine Green to update the map.

Discussed the definition of a sidewalk and what changes need to be made in the ordinance. The Streets/Sidewalk/Yard Waste committee meets on Wednesday, and they will work on definition and updating ordinance.

Ordinance Culverts, Right-a-way permit, Ordinance 151.32, 85 and 93

This is a work in progress and will have an update soon.

Shoreline Management Ordinance

Kvam has completed the first 4 sections and will continue to work with Lammers to update the ordinance.

Updated Vergas Basic Code

Lammers provided LMC update and is working on ordinance to accept and deny portions of the ordinance. This is a work in process and has a goal of completion by the September Planning Commission to have completed.

Nuisance Properties within Vergas

101 E. Mill Street, 130 E Elm Street, 131 E Mill Street, 339 E Frazee Ave, 170 South 1st Avenue,

207 Main Street

DuFrane stated all properties have been cleaned up but requested the Mayor be informed the following 2 properties will need weed letters sent: 339 E Frazee Ave and 207 Main Street.

Motion by Jacoby, seconded by Kvam to take no further action on the discussed properties. Motion passed unanimously.

New Business

Zoning Map Update

Reviewed current zoning map and requested Lammers review ordinances and update both for language differences. We have both light industrial and open district on our zoning map, but we do not define either in our ordinance.

Motion by Kvam, seconded by Jacoby to adjourn meeting at 7:34 pm.

Secretary,

Julie Lammers, CMC
Vergas City Clerk-Treasurer

Follow Up Actions:

Snow emergency routes.

Lammers keep planning commission up to date with Otter Tail County ordinances regarding THC.

Update Streets and Sidewalk Ordinance 93 (Lammers)

Updated Shoreline Management Ordinance (Lammers & Kvam)

Update Ordinance 79, 85 and Ordinance 93 regarding culverts and right of ways. (Lammers, DuFrane, Engineers)

Review laws regarding requiring garbage service. (Attorney stated we cannot mandate garbage pickup must handle as nuisance properties)

Check with the City Attorney regarding contractors working without a permit. (Attorney Winters stated if contractor is working without a permit, the city can require permit. If the city changes the ordinance to state they are not allowed to work within the City Limits after a certain number of times caught working without a permit, the planning commission can stop certain contractors from working within the city.)

Update zoning map and ordinances regarding zoning.

Lammers get utility easement information regarding allowing them to leave shed in easement.

Council recommendations:

None.

**City Council
2023 July Council Meeting
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
6:30 PM on Tuesday, July 11, 2023**

5. Heart of the Lakes and Heartland Trail Connection to Vergas Master Plan

Files Attached

- City of Vergas Trail Feasibility Study.pdf



CITY OF VERGAS TRAIL FEASIBILITY STUDY

VERGAS TO HEARTLAND TRAIL VERGAS TO HEART OF THE LAKES TRAIL

JUNE 2023

Studied prepared by:

WIDSETH

ACKNOWLEDGMENTS

This study was made possible by a grant from PartnerSHIP 4 Health, and by the City of Vergas.



Special thanks to the Ottertail County and for their invaluable advice and knowledge.

Feasibility Study Steering Committee

Patrick Hollister, PartnerSHIP 4 Health

Julie Lammers, City of Vergas

Kevin Fellbaum, Ottertail County

Deb Sjostrom, Resident of Vergas

Mary Safgren, MNDOT

Jillian Reiner, WIDSETH

Table of Contents

Acknowledgments.....	
Introduction.....	
Project Goals.....	
How were the segments identified	
Heart of the Lakes Segment Feasibility.....	
Heartland Segment Feasibility.....	
Next Steps.....	
Appendices	

Introduction

The City of Vergas Trail Feasibility Study stemmed from two separate trail projects. In Becker County engineering is being finalized on the Heartland Regional Trail to the north (connecting Park Rapids and Cass Lake) and in Ottertail County to the south following the completion in 2022 on the Heart of the Lakes Trail to the south (connecting Perham to Pelican Rapids). Vergas could see the opportunity to make trail connections for their community to both regional systems. With a grant from PartnerSHIP 4 Health this study was made possible and focuses on providing safe connections for residents and visitors of Vergas to greater Minnesota's regional trail system.

This document recognizes that a wide variety of factors will influence future trail development. Routes can and likely will change due to factors that cannot be seen by a study of this scope. Financial realities will necessitate construction in phases; new housing or other forms of development will significantly impact both the layout and potential funding sources for different alignments. Flexibility will be key going forward.

This study does not in any way oblige the City or County to construct or fund trails. Instead, it is intended to act as a guide for future trail development, offering suggestions for preferred routes and listing potential funding sources. The proposed network will require interaction and cooperation between the City and Counties, and ongoing input from regional governmental agencies including but not limited to the US Fish and Wildlife and the Minnesota Department of Natural Resources.

By adopting this study, the City of Vergas is showing a commitment towards providing safe transportation and recreation alternatives to community residents, and a willingness to work with partners to provide a higher quality of living for all Vergas residents and visitors.

Project Goals

This study was commissioned to examine the feasibility and routing to construct a multi-purpose trail or similar facility from the City of Vergas to the Heartland Regional Trail in the City of Frazee and the City of Vergas to the Heart of the Lakes Trail, allowing residents to bike to the City of Perham and/or Maplewood State Park. To guide the process, we evaluated alternative routes to meet several goals for the trail:

1. Develop a safe off-road facility connecting the City of Vergas to the Heartland Regional Trail and/or the City of Frazee.
2. Develop a safe off-road facility connecting the City of Vergas to the Heart of the Lakes Regional Trail and/or Maplewood State Park.
3. Serve local and regional nonmotorized transportation needs and provide access to the trails for residents and visitors.
4. Evaluate opportunities to proceed with the development of selected sections of the trails based on funding.
5. Provide economic and health benefits to communities along the trail.

Characteristics such as cost and constraints were identified based on field observations, consultation with local jurisdictions, and review of existing studies.

Benefits of the Vergas Trail Connections

The Vergas trail connections would benefit people by providing an alternative to driving from one place to another, encouraging physical activity, making connections to other trails, and creating a new community resource that has the potential to bring people together.

What is a regional trail connection?

A regional trail is a shared-use (multi-use), regionally significant, off-road path that provides recreational opportunities and enhances regional mobility and travel. These facilities meet regional trail development guidelines for size, grade, and other characteristics and are suitable for nonmotorized uses such as bicycling, hiking, jogging, roller-blading, roller-skating, and other similar activities.

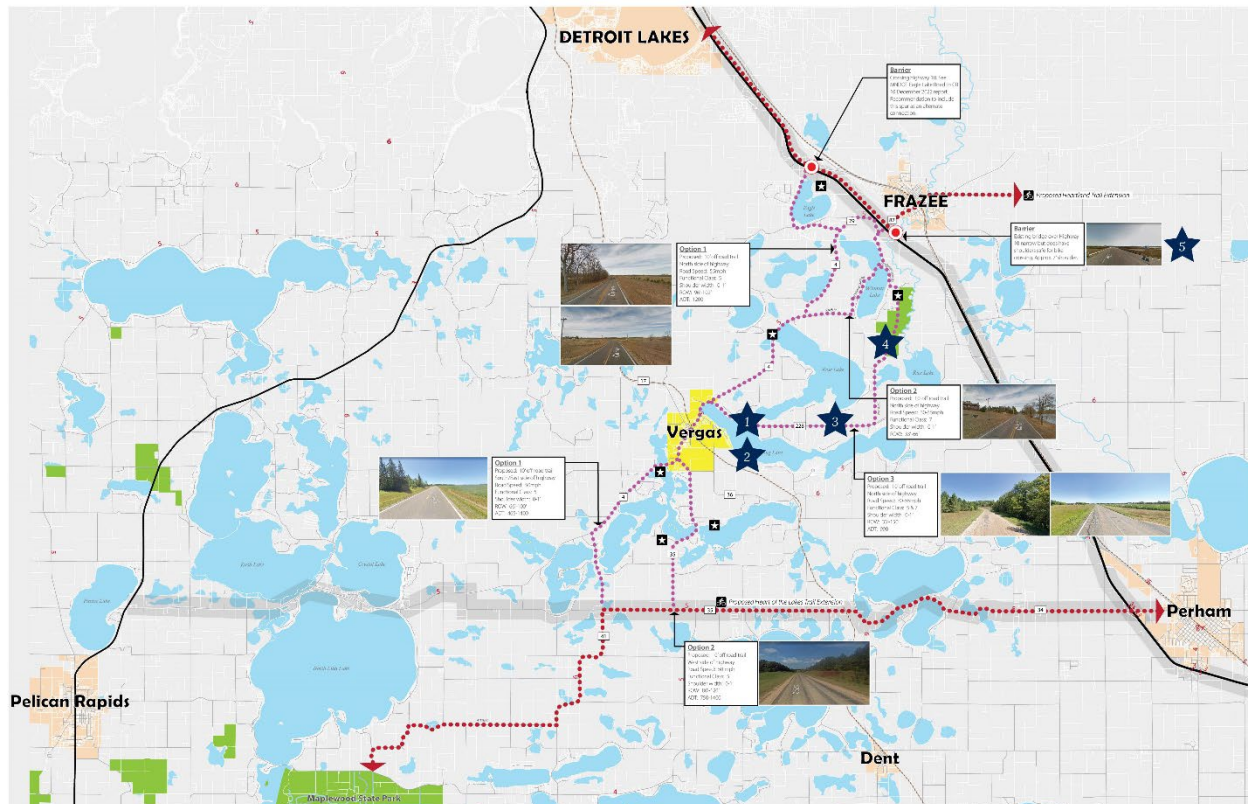
How were alternatives for the Vergas Trail Connections identified?

We reviewed planning documents prepared by the City of Vergas and both Counties. We met with each of them to understand the perspectives and insights of each. Several overarching principles guided our efforts:

- Where available, the preferred alternative would be an off-road facility - a 10' two-way, paved, multi-use path separated as much as possible from roadway traffic and conflicts such as driveways. Where property ownership and cost could delay development, we offered shorter term on-road facilities as alternatives for consideration.
- The objective for shorter-term trail alternatives was to minimize the level of investment and potential known conflicts. Routes were selected that generally required less property conflicts, have a lower cost to construct, and would leave behind an inherent value to the nonmotorized network with the eventual construction of the preferred alignment.
- Preference was given to alignments where nonmotorized investments have already been made or are being made. In some instances, however, these investments may not meet the City's guidelines for an off-road facility at this time.

- We attempted to provide more continuity and consistency for trail users by minimizing the number of times a facility type is switched along a given segment. For example, we advise to minimize switching between off-road and on-road facilities.

In general, recommendations for potential alignments and facility types considered guidelines such as the DNR Trail Development Guidelines, the Guide for the Development of Bicycle Facilities (AASHTO 1999), the Guide for the Planning, Design, and Operation of Pedestrian Facilities (AASHTO 2004) the Minnesota State Department of Transportation (MNDOT) Design Manual, and best professional judgment based on what we have seen work in other locations.



Feasibility Summary

As we identified and evaluated alignments, we considered the criteria below.

1. **Continuous route and right of way** with a common trail treatment increases the ability of users to follow the trail. It also reduces the likelihood of conflict, such as wrong way cycling when a two-way multi-use trail configuration switches to bike lanes. However, natural, and man-made barriers often constrain the continuous route and right of way. To a certain extent, these constraints can be addressed through the design process, though sometimes at substantial cost. For example, bridges could carry users over obstacles such as roadways and rivers, boardwalks could navigate wet areas, and tunnels could cross under railroad tracks.
2. **Safety** first. Trail facilities either on-road or off-road should provide an environment with reduced chance of confusion and conflicts among all users. Difficult and narrow sections should be avoided. Separation from vehicular use should be maximized. However, where the trail facility must interact with other uses, the consistent use of applicable design standards and guidelines would improve safety in many situations.

3. **Environmental considerations** include potential effects on the transportation system, drainage, the natural environment in undeveloped areas, and adjacent properties where the trail would require widening of an existing right of way. Sometimes these effects are a tradeoff for creating a safer, more enjoyable trail. Many of the impacts can be minimized through design or mitigated. During the trail design phase, these tradeoffs can be evaluated in more detail and mitigation developed where needed.
4. **Grades** that are steep present a challenge. Where very steep grades are present, the preference is to find an alternative route that provides a gentler transition. Design features could include switchbacks and level areas after a section of climbing, depending on the type of facility and users to be accommodated.
5. **Cost-benefit** involves weighing the cost of the solution to the overall benefit that it could provide to all users, including motorized users and adjacent property owners. Often, a solution is available for just about any situation, but it might cost a lot of money to do it. In recommending layouts for the trail, a higher level of cost was often accepted if the outcome was a safer, more enjoyable trail with better separation from adjacent uses.

What would this regional trail look like?

We have identified three layouts that could apply to the various alternative alignments, described in the following section. The layouts may be characterized as off-road or on-road and are as follows: 1) two-way multi-use trail, 2) bike lanes 3) shared-use roadway.

Off-road facilities:



Figure 1 - Typical section 370th Ave. running north and south

Two-way multi-use trail

The preferred two-way multi-use trail would consist of a 10-foot-wide paved section, bounded by 2-foot-wide soft shoulders and 1-foot-wide clear zones on both sides. This section would be consistent with DNR regional trail guidelines.

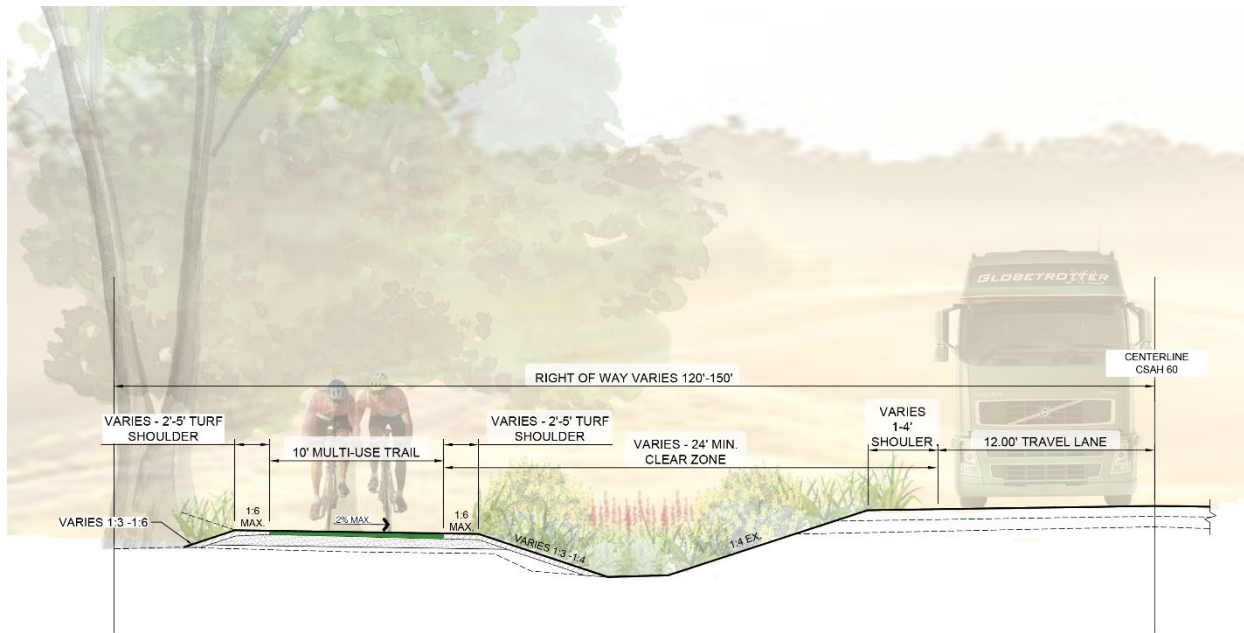
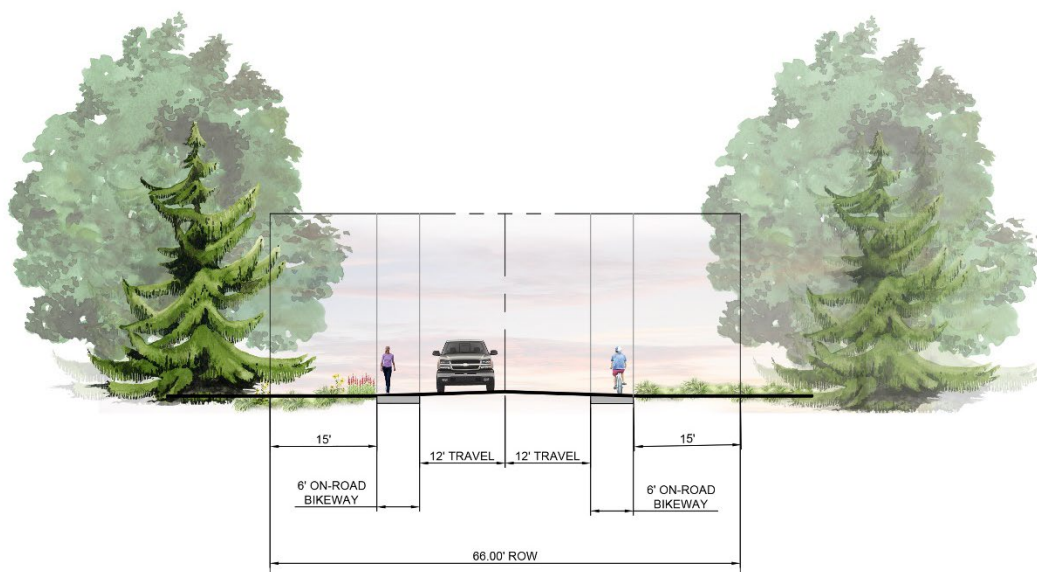


Figure 2 - Typical section CSAH 60 Ave. running east and west

On-road facilities:

Bike lanes

Bike lanes along a roadway provide a cost-effective and safe solution for bicycle and pedestrian users, although they do not technically meet the design criteria of a regional trail. Improvements are typically symmetrical to the existing roadway, avoiding or minimizing the need to shift or reconfigure travel lanes. Often, the roadway surface does not occupy the entire right of way, providing space for

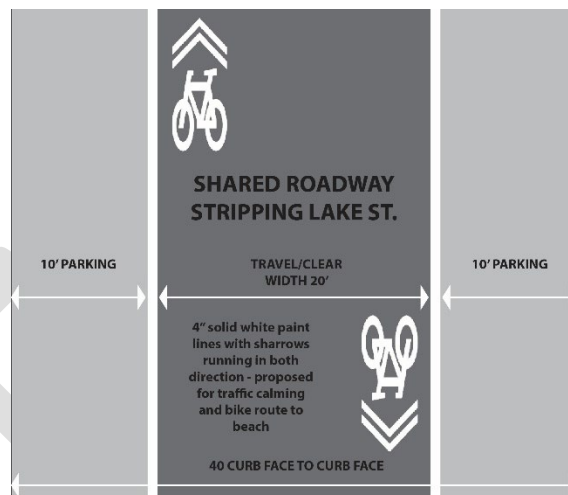


expansion. This layout may be preferred where frequent, multiple driveway crossings occur and adjacent roadway speed and vehicle volumes.

Shared-use roadways

The lowest level of trail accommodation that could be proposed would be a shared-use roadway, which is only recommended on low-volume roadways. This on-road approach essentially uses the street as the trail and would not technically meet the design criteria of a regional trail. These facilities are designated with bike route signage and may include “share the road” striping or “sharrow” markings placed in travel lanes. (i.e. downtown Vergas)

Pictured to the is a “sharrow” roadway marking to alert road users that bicyclists and autos share the roadway



Feasibility Analysis by Trail Segment

As a decision-making tool, this feasibility study evaluated trail segments that begin and end at existing logical locations for each trail connection. Optional trail alignments are also provided where viable alternative alignments are present, and where construction of the preferred alignment could reach considerable challenge or opposition.

Segment Cost Estimates

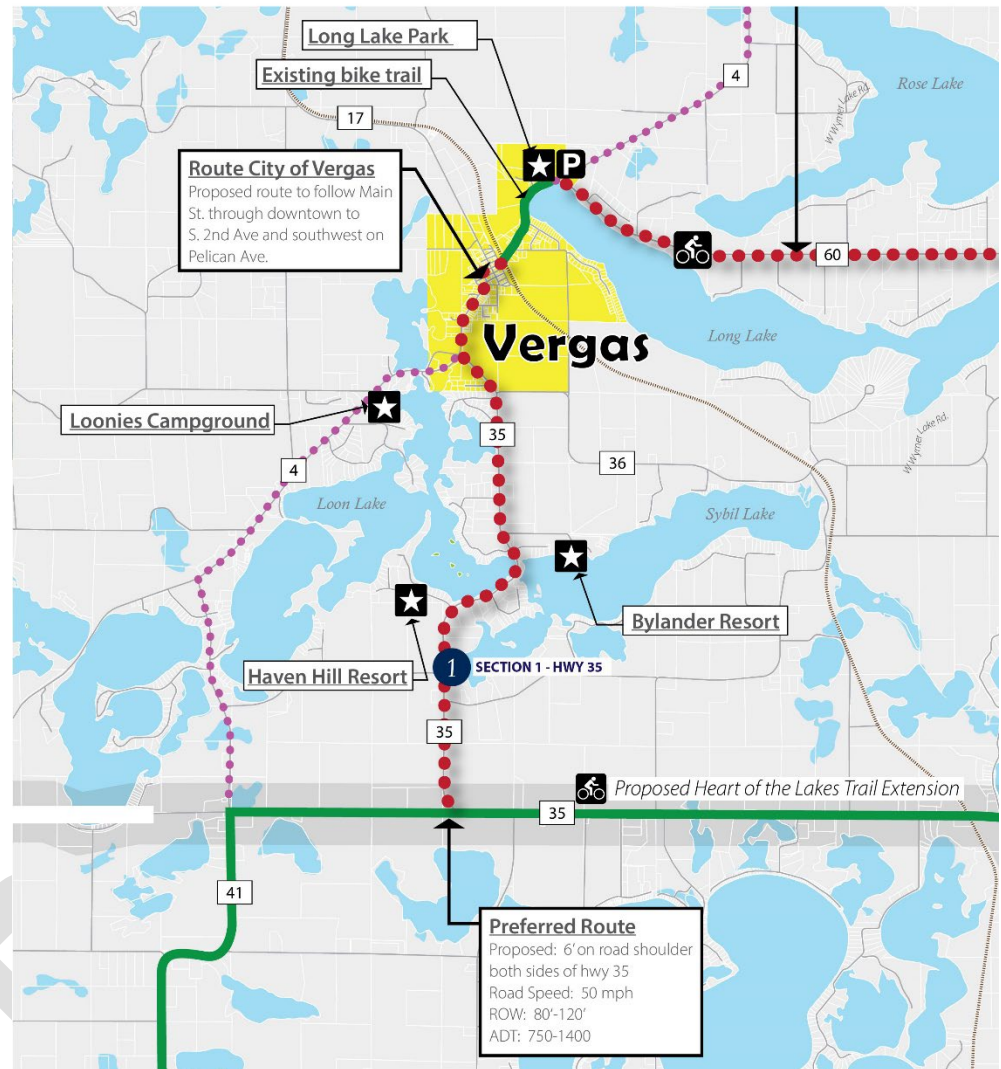
The planning level cost estimates included in the segment descriptions indicate the characteristics of the improvements as well as the extent. Cost estimates provided are preliminary and for planning purposes only. They should not be relied upon for budget preparation or contracting because they do not include all project costs (e.g., design, permitting, right of way acquisition, mitigation, and owner administration). Instead, they represent a comparative analysis between segments. Cost estimates were developed based on the preferred alignment's recommended base improvements using the cost-per-mile value from trail projects with similar characteristics.

Reliable cost estimates would require ground survey of the proposed alignments and preliminary engineering design of the trail facility, including more detailed geotechnical evaluation and design for specific solutions.

This trail segment makes the connection through downtown Vergas to the Heart of the Lakes Regional trail. It begins at the termination of an existing trail and will take trail users near the heart of downtown and its residential neighborhoods, the Vergas Event Center, Loon Lake public water access, and near two resorts.

Preferred Alignment

The northern start of the proposed Heart of the Lake trail connection begins at E Scharf Ave and Hwy 4 intersection. The trail is an extension of a recently built two-way multi use trail that provides safe access for the community to the public beach and largest park on the West end of Long Lake. The trail would be a **two-way multi-use trail** on Hwy 4 running southwest and crossing the Soo Line railroad tracks. This segment of the trail could require a right of way agreement with the County and the railroad.



After crossing the tracks, the trail would turn southeast on S. Railway Ave. for 2 blocks then turn southwest on E Linden St. for approx. .13 miles before the road bends into Pelican Ave running southwest. The trail would be consistent through this section as a **shared-use roadway** through the residential section south of downtown to the intersection of Pelican Ave and Hwy 35 where the trail section will change. Traffic volumes are expected to be relatively low on these streets and this will allow on street parking to remain. Currently the existing 40' of pavement curb face to curb face is not sufficient to maintain on-street parking and fit in a bike lane facility. We are considering the shared-use roadway as an interim solution based on these project constraints.

The trail will turn southeast on Hwy 35 and would change to a 6' **bike lane** on both sides of Hwy 35. The right of way along Hwy 35 varies from 75-100' with residences and wetland constraining the corridor. Ottertail County has identified this corridor in the capital improvements plan and heard the city's request for a safe trail

ROUTE THROUGH DOWNTOWN VERGAS



connection to the Heart of the Lakes trail and agreed to put the project on hold and include the bike lane facilities in their grant request. As this facility does not meet some of the desired criteria identified in this study it again can be considered a great interim solution with little effort needed from the city of Vergas. The 6' width on both sides of Hwy 35 is based on the current ADT and identified as a safe with per MNDOT guidelines (see criteria below). This will serve the community well until an off-road facility can be constructed in the future.

Planning-Level Cost Estimate:

Preferred Alignment – Approx. 4.3 miles: \$65,000 to \$95,000

Alternative Alignment Approx. 5 miles: \$1.5 to \$2 million

The trail would connect to the Heart of the Lakes Regional trail at the intersection of Hwy 35 and 440th St. This would require a safe crossing on Hwy 35 as the two-way multi-use trail runs along the south side of Hwy 35 to the east and south side of 440th to the west.

The trail connection would require little cost and future maintenance to the City of Vergas. The trail is set to be constructed in the County plan in 2025.

Alternative Alignments

If the constraints to the preferred alignment would delay construction beyond 10 years, alternative solutions studied included a two-way multi-use path adjacent to Hwy 4 south to the Heart of the Lakes Trail. Depending on future funding opportunities the preferred alignment may be used as an interim solution based on the feasibility studies criteria and a two-way multi-use path could be implemented as a long-term future trail connection in addition to the preferred alignment.



Figure 3 - Railroad Ave downtown Vergas



Figure 4 - Pelican Ave south of Downtown

Heartland Trail Connection

This segment of the trail provides a connection between downtown Vergas and the City of Frazee. This connection would offer a transportation alternative to residents of Vergas working in Frazee and/or Detroit Lakes. This segment of trail also connects to the Heartland Regional Trail which is a 49 miles trail connecting the City of Park Rapids to Cass Lake. In addition the City of Frazee is currently beginning the process of development on a 163 acres parcel purchased by the city and will be developed as a regional park. This will allow the residents of Vergas direct trail access to the only regional park within a 20 mile radius.

Preferred Alignment

Northeast of downtown Vergas, the preferred trail alignment is consistently within the road right of way and is bordered by rural residential, wetlands, and residential shoreland districts. The preferred alignment would be a two-way multi-use trail with one section of shared-use roadway. The trail begins at an existing trailhead on the north side of Long Lake adjacent to Hwy 60. Currently there is a small gravel parking area, signage, and it is the terminus of the recently constructed boardwalk that leads you to Long Lake Park and downtown as well as the beginning of what is known to the locals as "Tin Can Alley", a gravel walking trail along an old roadbed on the north side of Long Lake. Future upgrades to the existing trailhead would include a small asphalt parking area, restroom, and signage.

The trail alignment will begin at the existing trailhead and immediately cross Hwy 60 to run within the right of way along the north side of the highway. No acquisition will be required as the right of way spans from approximately 135-165 ft. The trail will run along the south side of the Ratz Lakeview Subdivision, increasing the property value for homeowners yet to build along the 5 empty parcels and 1

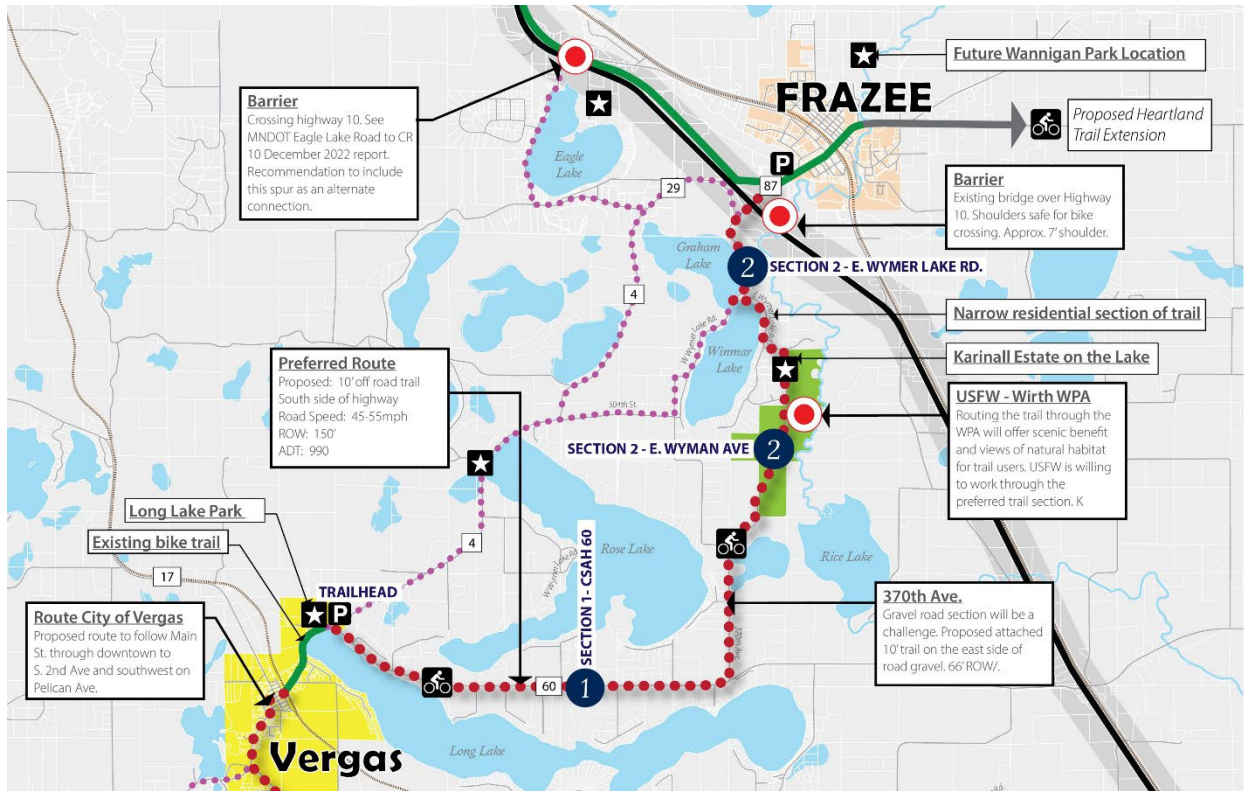
built. The alignment will continue past Wonder Rd. where only 10 additional driveways will be crossed along 3 miles of trail. This segment would require possible construction of a boardwalk and an agreement from the DNR to traverse the existing wetlands that dot this segment of the trail.

The preferred alignment turns north at 370th St. and is characterized by varying topography, a USFW waterfowl production area, and lakeside residences. This segment would result in more grading and additional permitting, but it was determined that the benefits of this alignment outweigh the constraints. This was not the most direct route as an option for a transportation alternative but was the safest option overall for all trail users alike, offered the least amount of property conflict, and the highest opportunity for ecological benefit.

A two-way multi use trail section would continue to run north along 370th St. and turn east onto E Wymer Lake Rd. The section would continue until E Wymer Lake Rd transitions to along the residential shoreline properties. At this point the trail would transition to a **shared use on road** facility and continue along the east side of Wymer Lake Road until the terminus at the intersection of E Wymer Lake Rd. and W. Wymer Lake Rd. where the trail will turn to the east and crossing Hwy 10 along the overpass. The overpass treatment will be consistent with MNDOT specifications for overpass crossings, a painted green bike box within both shoulders on the overpass bridge. The same treatment was installed to the west on the Hwy 10 overpass on Hwy 35 into the city of Perham along the Heartland Regional Trail. The preferred alignment will end at an existing trailhead for the Heartland Trail.



Figure 5 - Trailhead at the end of the recently constructed boardwalk



This map illustrates alternative routes in purple and the preferred alignment in red.

Planning-Level Cost Estimate:

Preferred Alignment Approx 8.51 miles: \$1.4 to \$2.1 million

Alternative Alignment Hwy 4 Approx 6.65 miles: \$1.8 to \$2.5 million



Figure 7 - CSAH 60



Figure 6 - 370th Ave Wirth WPA



Figure 8 - East Wymer Lake Road



Figure 9 - Hwy 10 overpass

Alternative Alignments

If the requirements for a trail within the preferred alignment would delay construction beyond 10 years, alternative solutions could include the following:

- If the delays are due to the cost of environmental reviews to cross the existing wetlands after further discussion with the MNDNR and/or the US Fish Wirth WPA the preferred alternative will remain along the north side of Hwy 60 and turn north on 370th. At the intersection of E Wymer Lake Rd. the trail will turn to the west on 493th St. and immediately turn north onto 396th St. and again turn to the east and run adjacent to W Wymer Lake Rd. until it connects to the preferred alignment intersection and crosses Hwy 10.
- This alignment was studied as an alternate because it is the most direct route to the City of Frazee. This option would be a two-way multi use trail running along the west side of Hwy 4. This alignment posed the most constraints, property owner, grading, drainage, and safety for users. This alignment has the highest ADT and fastest posted speed limit. Due to the high costs, safety issues, and constraints this option is the least desirable.

Next Steps

Steps are being taken to maintain the momentum of this project. The two trail connections were recommended to the City Council as ready for preliminary design and environmental review. The City of Vergas is proceeding forward with funding for both design and construction. The two segments that were submitted to the Vergas City Council as the preferred alignments in July of 2023 are:

- **Heart of the Lakes Trail Connection:** This trail segment makes the connection through downtown Vergas to the Heart of the Lakes Regional trail. It begins at the termination of an existing trail and will take trail users near the heart of downtown and its residential neighborhoods, the Vergas Event Center, Loon Lake public water access, and near two resorts.
- **Heartland Trail Connection:** This segment of the trail provides a connection between downtown Vergas and the City of Frazee. This connection would offer a transportation alternative to residents of Vergas working in Frazee and/or Detroit Lakes. This segment of trail also connects to the Heartland Regional Trail which is a 49 miles trail connecting the City of Park Rapids to Cass Lake. In addition the City of Frazee is currently beginning the process of development on a 163 acres parcel purchased by the city and will be developed as a regional park. This will allow the residents of Vergas direct trail access to the only regional park within a 20-mile radius.

Project costs (presented here) are higher than Construction costs (presented in map segments) as project costs include such costs as project administration, environmental permitting, wetland mitigation, contingency, and an art budget.

The total project cost for delivering these two segments constructed was estimated to be **\$3.8 million** based on planning-level cost estimates. It also includes expenses for certifying agency administration, construction across multiple jurisdictions, and engineering.

City Council
2023 July Council Meeting
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
6:30 PM on Tuesday, July 11, 2023

6. Event Requests

1. Ole's Ride - Road Closure - Aug. 25 and Aug. 26
2. Pickleball Open House - Alcohol at the ballfield

City Council
2023 July Council Meeting
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
6:30 PM on Tuesday, July 11, 2023

9. Committee Reports

- A. Park
 - 1. Park Plans
 - 2. Lighting for restroom
 - 3. Docks
- B. Streets, Sidewalks and Yard Waste
 - 1. Sunset Strip
 - 2. Slope bid
 - 3. 140 E Linden
- C. Water and Sewer
 - 1. Internal Grease Traps

Files Attached

- Park Board 6.22.23.pdf
- Long Lake Park_Final Masterplan.pdf
- Park Est_865_from_Zitzow_Electric_Inc._42040.pdf
- Sunset Strip Conf.pdf
- W Lake St Conf.pdf

MINUTES

PARK AND REC ADVISORY BOARD

JUNE 22, 2023

3:00 PM VEC

MEMBERS PRESENT: Maggie Puetz, Sherri Hanson, Steph Hogan, Tony Sailer, Matt Engebratson, Julie Lammer

ABSENT: Carol Albright, Dean Haarstick

OTHERS PRESENT: Mike Dufrane and Jillian Reiner (via Zoom)

MAY MINUTES: Approved with motion by Steph Hogan and seconded by Tony Sailer.

ADDITIONS TO AGENDA: Meet at Lake with Dennis Pauch to discuss restroom plans.

JILLIAN REINER UPDATE: Jillian presented "final" design for the park which will be presented at the "Loon for the Park" Event. There a few change to be made but these are mostly regarding what information will be on the boards at the Event. We decided to eliminate details such as materials distributors and cost. It may be possible to reduce some costs for instance we could reduce the cost by getting our own garbage cans.

Jilian had talked with the county there are still a couple of areas that were not denied but needed to be looked at. We may not be allowed to have all the trees along the roadway. We may not be able to have the second entrance depending on the final design and there might have to be changes to the retaining wall. The engineer will check but in the meantime we can begin fund raising.

Grants might be available but many grants require population of 500. Because we aren't that large we need to go through the county to apply.

LOON LAKE ART FOR THE PARK EVENT UPDATE:

Businesses wanting to participate in the silent auction baskets have received their loons.

Maggie Puetz received a bid from Ditterich to make sloppy Joe's and beans for \$950.00. Puetz and a volunteered to cook for the event. Sloppy Joes, calico beans, noodle salad and chips.

We made a change to event to make it more affordable for all community members. \$10 admission for adults, \$5 for kids, and \$25 for loons.

Tammy Kinsella made the event poster.

Natalie at Serendipity will be making tickets on-line possible.

TRAIL FENCE – No update

LONG LAKE BEACH PERENNIALS:

No update

Puetz cleared weeds in front of restrooms.

LONG LAKE BEACH RESTROOMS:

Zitzow made a bid of \$1283-\$1300 for lighting and hand dryers. Board met at park with Dennis Pauch the restrooms Sherri Hanson made a motion to move forward painting and lighting Steph Hogan seconded.

MATTS UPDATE:

Flag poles repaired

Possible removal of the ramp by Lions picnic shelter because needs repairs, gets slippery to the point of being dangerous. Possible solution would be access from other side with leveler entry and paving with asphalt to make it handicap accessible.

Hole on Trail filled

Boards on boardwalk need to be fixed due to warping. Matt will call the company because it is still under warranty,

EOTSWCD: Erosion control complete over by tin can alley. There's a straw carpet laid over seed And Matt is watering.

OTHER:

Puetz would like to move forward with dog park ideas

There still are no hooks for equipment in the dugout

The hole in the entrance of pickle ball court needs to be filled.

NEXT MEETING : July 27th at 3:00 at VEC

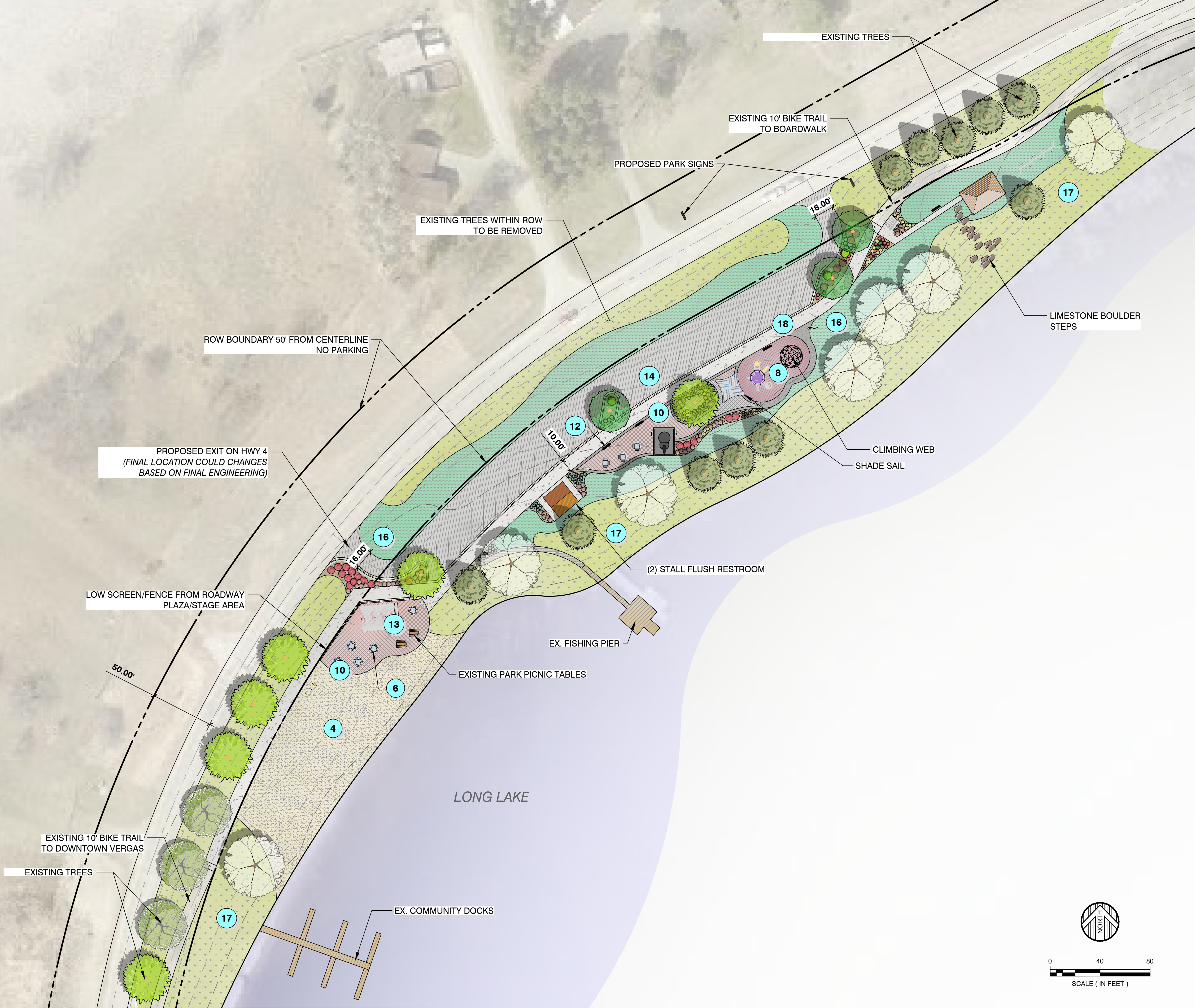
Need to bring to council cost of lighting and painting park restrooms. Minutes done by Maggie Puetz.

Typed and submitted by Steph Hogan.

Masterplan notes:

- Park Highlights:
- Easy and safe one way traffic flow.
 - Maximize greenspace and native landscapes.
 - Relocation of playground near beach.
 - Seating area near Loon.
 - Stage/Pavillion near lake
 - 28 parking spaces.
 - Bike trail connects to walking path
 - Bike parking options

- Challenges:
- Adding access point on County Rd.
 - Minimal greenspace.



SITE ELEMENT LEGEND		
SYMBOL	DESCRIPTION	QTY
1	LANDSCAPE EDGING	450 LF
SYMBOL	DESCRIPTION	QTY
2	MULCH SHREDDED HARDWOOD COLOR: NATURAL	37.91 CY
3	LIMESTONE BOULDERS/STEPS SIZE: 4-5' MIN.	15
4	BEACH AREA	974.26 CY
5	BIKE RACKS	1
6	TABLE - W/SEATING	8
7	TRASH RECEPTACLES	4
SYMBOL	DESCRIPTION	QTY
8	RUBBER PLAYGROUND SURFACING	2,001 SF
9	NATURAL TRAIL SURFACING	379 SF
10	PAVER PATIO	5,656 SF
11	FLAGPOLE SIZE: 70' MIN	1
12	6-8' BENCHES	4
13	STAGE/PAVILLION	1
14	ASPHALT PARKING	15,398 SF
15	WOOD DECKING	2,873 SF
16	TURF GRASS/MOWED AREA	22,406 SF
17	NATIVE LANDSCAPE	65,094 SF
18	CONCRETE	8,989 SF
19	COLORLED CONCRETE ACCENT	1,405 SF

LONG LAKE PARK MASTERPLAN - City of Vergas



Zitzow Electric Inc.
218-342-2871
49605 Cnty Hwy 17
Vergas, MN 56587

Estimate

Date	Estimate #
6/13/2023	865

Name / Address
City Of Vergas

Other

Description	Qty	Rate	Total
This is an estimated cost to wire 240 volt electric hand dryers in the bathrooms at the park. It was found that there is not 240 volt at the breaker box where the bathroom organates from. This would need to be all redone on the pole. The wiring to the shower house is likely not large enough to run the hand dryers and would need to be re wired		2,899.98	2,899.98
Thank you for your business.		Total	\$2,899.98

Phone #
218-342-2871

Alexandria

610 Fillmore Street
Alexandria MN 56308

320.762.8149

Alexandria@Widseth.com

Widseth.com

CONFIRMATION OF REQUEST FOR ENGINEERING SERVICES

CLIENT: City of Vergas

LOCATION: Vergas, MN

SERVICE REQUESTED BY: City of Vergas **DATE:** June 12, 2023

PROJECT: W. Sunset Strip Survey & Right of Way **Widseth #:** XXXXXXX

DESCRIPTION OF WORK INVOLVED: Provide professional surveying and engineering services for the preparation of documents for potential proposed right of way on West Sunset Strip, from Pelican Ave (CR 4) to the West end.

TIME SCHEDULE FOR WORK: Estimated completion time of Phase 1 is 60 days from Notice to Proceed. Estimated completion time of Phase 2 is 30 days.

ESTIMATED ENGINEERING COSTS:

Phase 1:

Record research, existing conditions survey,
and preparation of existing conditions map:

\$4,500

Phase 2:

Preparation of Right of Way Plat,
Monumentation of proposed right of way lines:

\$5,500

Total both phases:

\$10,000

BILLING METHOD:

(X) Lump Sum

BILLING SCHEDULE:


(X) Monthly

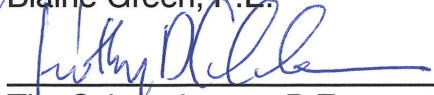
REMARKS: See attached General Provisions of Professional Services Agreement. This agreement does not include any costs for right of way acquisition.

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

SUBMITTED:

WIDSETH SMITH NOLTING

BY: 
Blaine Green, P.E.

BY: 
Tim Schoonhoven, P.E.

APPROVED:

CITY OF VERGAS

BY: _____

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

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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

2023 FEE SCHEDULE

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

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

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

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

CONFIRMATION OF REQUEST FOR ENGINEERING SERVICES

CLIENT: City of Vergas**LOCATION:** Vergas, MN**SERVICE REQUESTED BY:** City of Vergas **DATE:** July 10, 2023**PROJECT:** West Lake Street Survey & Right of Way **Widseth #: XXXXXXXX**

DESCRIPTION OF WORK INVOLVED: Provide professional surveying and engineering services for the preparation of documents for potential proposed right of way on West Lake Street, from 1st Ave N (CR 17) to the West end (City Limits).

TIME SCHEDULE FOR WORK: Estimated completion time of Phase 1 is 60 days from Notice to Proceed. Estimated completion time of Phase 2 is 30 days.

ESTIMATED ENGINEERING COSTS:

Phase 1:

Record research, existing conditions survey,
and preparation of existing conditions map:

\$6,000

Phase 2:

Preparation of Right of Way Plat,
Monumentation of proposed right of way lines:

\$7,000

Total both phases:

\$13,000**BILLING METHOD:**

(X) Lump Sum

BILLING SCHEDULE:

(X) Monthly

REMARKS: See attached General Provisions of Professional Services Agreement. This agreement does not include any costs for right of way acquisition.

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

SUBMITTED:**WIDSETH SMITH NOLTING**BY: 
Blaine Green, P.E.**APPROVED:****CITY OF VERGAS**

BY: _____

BY: 
Jeffrey L. Kuhn, P.E.

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

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

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

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

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

ARTICLE 13. CONSTRUCTION OBSERVATION

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

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

ARTICLE 14. BETTERMENT

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

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

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

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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

2023 FEE SCHEDULE

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

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

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

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

City Council
2023 July Council Meeting
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
6:30 PM on Tuesday, July 11, 2023

10. Staff Reports

1. Council Members attending the LMC Conference - Bruhn, Albright and Haarstick
2. Utilities Superintendent Report
3. Liquor Store Manager Report

Files Attached

- LMC 2023 Annual Conference-Bruhn.pdf
- LMC 2023 Annual Conference-Haarstick.pdf
- 4-12-22 Liquor Store Manager Report (1).pdf
- 2nd Qrt Liquor Store Final Spreadsheet.pdf

LMC Annual Conference

June 21-23, 2023

A highlighted message over the course of the conference was the historic level of funding that was allocated this year. Increased state funding, as a result of state budget surplus, and several federal funding opportunities administered by the state as a result of the IIJA (Infrastructure & Investments and Jobs Act) and IRA (Inflation Reduction Act).

The state 2023 legislative session included nearly \$69 million in state aid to small cities.

Vergas will be receiving a total of \$39,070 new aid.

New Public Safety Aid of \$15,710. Onetime aid that will arrive sometime Sept-Dec 2023. Focus is Fire and Police (crime & youth)

Increase LGA funding in 2024 of \$5,937; totally \$43,751. Result of LGA formula change

New small city transportation assistance funding of \$17,861 in 2024. Will be annual funding & will increase as a result of a new auto part sales tax and delivery retail fee.

There are a number of funding opportunities related to Housing; Environment, Climate & Energy, Water/Waste Water Infrastructure, Transportation, and Child Care. Refer to the provided 2023 Legislative Session Overview brochure.

Of note to the Council is the change to the open meeting law, which now authorizes officials to participate in a meeting via interactive technology from a nonpublic location up to 3 times a year; if advised by a health care professional against being in a public place for medical reasons.

Adult Cannabis use goes into effect 8/1/2023. Office of Cannabis Management established with a website and a webinar is planned for July 25th to further review. There are population-based limits for number of retailers (based on Otter Tail County population there can be 6). Components include local registration and zoning with local compliance oversight.

Action:

Provide information to respective committees/boards/councils to examine funding opportunities.

Examine establishment of a city climate action plan, which is the gateway for funding for Environment, Climate & Energy. Technical assistance available in assessment and grant writing. (this component incorporates parks)

Available Resources:

- Slides from the LMC annual conference available on LMC website; especially helpful are the slides from the presentation I attended on "Federal Grant Opportunities Administered by the State." The slides outline in more detail the available grants/bonds and requirements.
- LMC Grant Navigator
- Law Summaries on LMC website and LMC webinars with full recap of 2023 legislative session
- New cannabis law webinar on July 25th
- Respective state agency websites who are administering funding; Public Facilities Authority, Department of Transportation, Department of Commerce, Department of Housing

I would like to thank the Council and Residents of Vergas who support continuing education in the city budget. In addition to the educational sessions, there are several networking opportunities. I attended the Mayor Breakfast, Small Cities Association, and Coalition of Greater Minnesota Cities, which were especially informative.

Respectfully submitted;
Julie Bruhn

Session 1:

We are all in this together, partners in government.

The big 4: Townships, Counties, Schools and Cities

Problem Solutions: LMC.ED

Disruptive Conflict

- ❖ Disruptive Conflict
 - Identify each other's roll, listen
 - Work with staff
 - Business meeting, not a social event
- ❖ Discussion – Constructive comments
 - Understand each other's point of view
 - Listen – participate in discussion
 - Hear what is said
 - Build trust on how to manage
- ❖ Training
- ❖ Preparation
 - Find answers, if needed return with correct answers
- ❖ How to disagree better.
 - Listen
 - Disagree with respect
 - Pay attention to other people's comments
 - Write down others comments in their view
 - Encourage both sides of the issue to attend
 - Establish meeting rules at the start
 - Use dignity and respect
 - Listen but work through board to change
 - Help the board to become as a team
 - Rose-say something positive
 - Thorn – say what should be corrected
 - Blossom -what should be changed in the future.
 - Social gatherings at a legal meeting extra.
 - Do the work you are elected to do.
 - Have crucial conversations.
 - Be prepared for CAVE people at meetings.
 - Citizens
 - Against
 - Virtually
 - Everything
 - Collaborate with other government entities
 - Government issues by all

- Parks
- Roads
- Public Spaces
- Train Leaders before “sending into battle”
- Listen better to our citizens comments
- Don’t try to get resolutions with immediate results
- Have training sessions for boards
- Take valid and positive approach

Federal Funding – State Revolving Funds

- ❖ Lead pipes removal - aid assistance
- ❖ Environmental Justice Grant Programs
- ❖ Greenhouse Gas Reduction Fund
- ❖ Climate Pollution Reduction Grants
 - Low income and disadvantage communities
- ❖ Neighborhood Access and Equality Grants
- ❖ Carbon Reduction Program
- ❖ Expanded Infrastructure Policy Areas
- ❖ Contact serge.phillips@state.mn.us for more grant qualifiers and amounts

Peer Support Training

Peer Support Program (PSP) Mental health help

Peer Support Team (PST) Peer Support Member (PST M)

- First Responders responding to first responders
- Don’t not take place when beyond local scope
- Have successor for a team
- Lean on other team members for support
- Trust in the team for support
- Confidentiality
- Military Peer interaction
- Suicide might be to some a thought
- Identify early mental health warning signs
- Sharing aids in members get/give help
- Normal to feel the pain of an event
- Use protocol on call events
 - Use a system and structure approach
 - Debriefing after an event is important
 - Put the puzzle together after the event
- PTSD
 - What happened
 - What we share
- Principals
 - Be a peer
 - Be trustworthy

- Be skilled and knowledgeable
- Be responsive
- Be healthy
- Understand
 - ◆ Fight, flight and leave
- How to teach
 - Have energy 4 things
 - ◆ One to one contact
 - ◆ Defusing the facts
 - ◆ Change environment for more comfort
 - ◆ Gather information
- Psychological First Aid
 - Contact and engagement
 - Safety and comfort
 - Stabilize if needed
 - Information gathering: immediate needs and concerns
 - Practical Assistance
 - Provide Coping information
 - Connect with social supports
 - Collaborative Services
- Practical Physical Aids
 - Keep hydrated with water
 - Avoid Alcohol
 - Be physically active
 - ◆ Gym
 - ◆ Walk outside
 - ◆ Cry it out
 - ◆ Lean on other members
 - ◆ Know each other's strengths and weakness
 - ◆ Maintain a strong "wellness program"
- Leaders show leadership

Submitted by Dean Haarstick
6/23/2023

Liquor Store Manager Report:

Financial:

The following has been transferred to the general fund:

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

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

Employees:

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

Bella Hiltner resigned on 4/11/23.

Sarah Stone was hired on 5/24/23 (??).

Building:

New POS system installed on 5/8/23. Fully up and running. We receive comments daily about it being the fastest system in town. Very large customer display TV. I'm very pleased with it so far.

I canceled our online website due to them increasing the price 3x. The new POS has the ability to do online orders, which I may explore in the future.

Summer sales are here, with 4th of July weekend being one of the busiest ever.

Fri, Sat, Sun & Mon = \$48,662

Sat July 1st - \$15,672

Mon July 3rd - \$14,843

Widseth quoted approximately \$750,000 for building remodel.

		<u>Sales</u>							
<u>Old Computer</u>		<u>New Computer</u>		Total		2022	2023		
Sales Q2	2022	2023	Sales Q2	2023					
	\$202,511.61	\$58,326.09		\$176,462.45	Sales Q2	\$202,511.61	\$234,788.54	15.94% increase	115.94%

2023 Valuation

Q1	Cost	Retail Value	Q2	Cost	Retail Value
Liquor	\$148,303.00	\$217,312.00		\$131,475.00	\$195,240.00
Beer	\$31,611.00	\$42,604.00		\$46,820.00	\$63,103.00
Wine	\$35,487.00	\$56,190.00		\$35,257.00	\$51,372.00
Everything	\$222,100.00	\$324,199.00		\$219,813.00	\$318,728.00

POS was replaced on
5/8/2023

Product Cost

	Q1	Q2	Q3	Q4
2018	\$154,391	\$168,148	\$181,370	\$171,230
2019	\$175,352	\$203,013	\$207,617	\$212,844
2020	\$236,937	\$249,378	\$239,382	\$235,576
2021	\$245,710	\$253,106	\$230,930	\$221,536
2022	\$219,817	\$220,182	\$214,990	\$203,765
2023	\$222,100	\$219,813		

Product Retail

	Q1	Q2	Q3	Q4
2018	\$227,657	\$252,276	\$267,408	\$253,600
2019	\$255,930	\$294,667	\$300,920	\$314,531
2020	\$548,755	\$362,236	\$351,689	\$351,376
2021	\$367,773	\$373,261	\$336,659	\$327,818
2022	\$322,928	\$321,025	\$310,109	\$302,596
2023	\$324,199	\$318,728		

City Council
2023 July Council Meeting
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
6:30 PM on Tuesday, July 11, 2023

11. Information & Announcements

Trainings:

A. Clerks Advanced Academy- Sept 14-15, 2023, Bemidji, MN (Lammers)

Events:

None