

Street / Sidewalks/ Yard Waste Committee
Streets/Sidewalks/Yard Waste
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
9:00 AM on Thursday, July 20, 2023

- 1. Call to Order**
- 2. Agenda Additions or Deletions**
- 3. Minutes**
 - A. April 18, 2023
 - B. June 28, 2023
- 4. Street Lighting**
- 5. Budget- goal setting**
 1. Projects
 2. Cost of Projects
 - A. LGA increase
 - B. Small Cities Street Funding
 3. 2024 Budget
- 6. 2023 Comprehensive Plan Review**
- 7. Vehicles**
 - Auction
 1. City Pickup
 2. City Plow Truck
 - Purchases
 1. City Pickup
- 8. Yard Waste**
 1. Sign
 2. Permits (191 on 6/28/2023)
- 9. Feasibility Reports for W Lake Street**
- 10. Storm Sewer Mapping**
 - Hardware Store roof drainage
- 11. Street Maintenance**
 1. Seal Coating
 2. Paving
 3. Gravel Townline Road
- 12. Glenn St Extension**
- 13. R/W East Lake Street and N Railway Ave**
- 14. W Sunset Strip**
- 15. Adjournment**

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3. Minutes

- A. April 18, 2023
- B. June 28, 2023

Files Attached

- 04.18.23 SSYW min pdf.pdf

Street/Sidewalks/Yard Waste Committee Meeting Minutes
Vergas Event Center
April 18, 2023

1.) A meeting of the Vergas Streets/Sidewalks/Yard Waste (SSYW) Committee was held on Tuesday, April 18, 2023 at 9:00 AM at the Vergas Event Center. Present was Bruce Albright and Paul Pinke, Vergas City Council; Julie Lammers, City Clerk, Mike DuFrane, Utility Superintendent; and Jeff Kuhn, Widseth. Albright called the meeting to order at 9:00 AM.

2.) Agenda Additions or Deletions. Lammers said there is information from Widseth (attached with the agenda) about the Streets Conditions Report and the county garage proposed parking lot. Albright wanted to add the Lawrence Lake Addition road culverts. **Motion** by Pinke to adopt the revised agenda, **seconded** by Albright, **approved**.

3.) Minutes for the 03/30/23 SSYW meeting was attached in the agenda packet. **Motion** by Pinke to approve the minutes, **seconded** by Albright, **approved**.

4.) Council Recommendations. Kuhn said Widseth has revised their proposal to add a storm sewer mapping location map to our Graphic Information Systems (GIS). Their new quote is not to exceed (NTE) \$4,000, and includes about 8 hours of manpower time to meet with DuFrane in the field to locate storm sewers and for time to review any applicable county or state road plans showing sewer locations. The revised proposal will be submitted to the 05/09/23 Council meeting.

The SSYW Committee has been discussing right-of-way (R/W) needs for West (W) Lake Street (ST) and W Sunset Strip. Kuhn said he needs to meet with the surveying department at Widseth, but should have proposals for both projects for the 05/09/23 Council meeting.

5.) Complete Streets. Kuhn said based on their 01/10/23 Comprehensive Street Condition Survey (CSCS), for 2023, they are recommending that: Altona Avenue (AVE); Park View Drive (DR); and W Main ST; South (S) 3RD AVE; and W Linden ST, all west of S 2ND AVE, be seal coated. These are roads identified in CSCS that are “nearly new” and would benefit from the recommended work. The 2023 general budget has \$7,500 for seal coating. There is also \$31,416 in the special revenue money market account. DuFrane will get a cost estimate for doing said work. Seal coating should last 3-8 years, depending on use. Crack sealing should be done first.

There was considerable discussion about East (E) Scharf AVE, including the unpaved section in Bunkowske’s Phase 2 and the new road to be developed in Phase 3. Costs for reclamation of the pavement included in their study for various sections were: \$82,555; \$110,695; \$36,410; \$214,577; and \$14,835, totaling \$459,072 (not including Bunkowske’s Phase 3). The SSYW Committee talked about redoing E Scharf AVE in 2028? Kuhn said Widseth will redo their estimate for the entire road section, including Phase 3. He also recommended that some core samples be obtained of the existing road bed to ensure that the road can just be resurfaced. If there are weak subgrade areas, they made need to be dug up and recompacted with new material. Bunkowske will have soil engineers on site for his Phase 3 construction, and that might a time to get the core samples. The project could look at asphalt pavement recycling with reclaimed asphalt pavement (RAP). RAP projects should be: cost effective; environmentally responsible; and perform well. Lammers said Bunkowske has a new contractor, Ruther Excavating, Inc. They plan to start as soon as conditions allow this spring.

Bunkowske has obtained a Stormwater permit (Permit) for Construction Activity and has a stormwater pollution prevention plan (SWPPP).

There was discussion about the ditch along the north side of E Scharf AVE, starting at Fischer's driveway, and going east to Townline Road (RD). Widseth was authorized last fall to put together an estimate for flattening the slope so it could be mowed by the landowners. Lammers said she did get the quote form, which includes 350 cubic yards (c.y.) of "common topsoil borrow. Kuhn thought the quote should be given to Ruther Excavating, as they are in the area, and may be interested in the doing the project. There is one fire hydrant that may be need to be adjusted, and DuFrane said he has the necessary parts.

DuFrane questioned if the City is expected to maintain Eva ST and Dianne AVE? Albright thought the noted roads became a part of the City's responsibility when they adopted the final plat. Right now, the State of Minnesota owns the tax forfeited lots (11) associated with the Sunny Oaks Subdivision. Lammers said Otter Tail County is having Sentence to Serve (STS) mow the lots and deal with the weeds. Albright felt the R/W associated with said roads was the City's responsibility to maintain. DuFrane said the north ditch of Dianne AVE also needs to be properly sloped so they can maintain it. DuFrane questioned if the tax forfeited lots might be a place for a new City shop? He referenced how much the City of Detroit Lakes was spending on their new public utility building.

6.) Budget - Goal Setting. The 03/30/23 meeting minutes described current cash on hand, the 2023 road/street budget, and bills at the 2023 Legislature Session that could assist a community like Vergas with possible road funds.

7.) 2023 Road Repairs. There was discussion about the hole in the alley between the Hardware Store and Hanson's Plumbing. DuFrane thought it was dug by either Arvig or Great Plains Natural Gas Company (GPNGC). He had no idea when they were coming back to patch the repairs. DuFrane said in talking with the varying locating companies in town, "Vergas could be all tore up this summer". Lammers said she knew nothing about any upcoming projects. Kuhn said Alexandria Township has a "Application for Utility Permit on Township Road Right-of-Way". The SSW Committee thought that this was a good idea, and should be incorporated into our rewrite of Chapter 93: Streets and Sidewalks. Kuhn said he would send us a copy of Alexandria's permit application. Via a permit system for utility work, we can also add disclaimers to permits that if in the future, their utilities are found to be in the way of a future City project, we can require the utility company to relocate their facilities at their expense. Lammers said at the present time, the City does not have "high speed internet". Kuhn said that some utility companies, such as Otter Tail Power Company, pay "franchise" fees to the city to have their utilities within the R/W.

DuFrane has obtained several quotes from Driveway Service for various repairs. The first was for miscellaneous city patching at \$4.80 per square foot (sq.ft.). This includes saw cutting, prepping patches, and filling patches back in with asphalt.

The second quote was for N Railway AVE, and asphalt removal of an area 160' x 22' , adding two loads of Class 5 material, reclaiming the Class 5 material and existing road, blading, and shaping the packed material. The quote totaled \$4,478.

The third quote was for work on E Scharf AVE. By House #830, remove an area 22'x50', remove 12" material, repack with Class 5, pave with 3" compacted asphalt, \$6,600. The next work is by House #900, remove a 22'x68' area, doing the same as referenced above, the quote was for \$9,000.

The fourth quote was for the alley between 1ST AVE S and S Railway AVE, behind the City offices. They would remove the existing material, blade and shape area adding Class 5 material as necessary. They would pave the area with 4" of compacted asphalt in 2-2" lifts, cost \$35,100.

The fifth and final quote was for asphalt removal at the County garage site, refilling the area with Class 5 material, and repaving the area with 4" of compacted asphalt in 2-2' lifts, cost \$9,000.

Kuhn said Widseth also put together numbers for the alley, with 4 separate areas. Area 1 is the County garage site, 7,000 sq.ft. Area 2 is the alley, 6,000 sq.ft. Area 3 is the area between the alley and City building, 4,721 sq.ft. Area 4 is the area between the City building and the post office, 2,800 sq.ft. Area 4 is not a designated alley. The Committee reviewed the property line location the County's GIS website. A number of different options were reviewed by Widseth, such as: 3" asphalt with 12" of Class 5; 3.5" bituminous with 8" Class 5; Alternate B looked at leaving the exiting asphalt and making the necessary repairs, and then paving over the top. Rough Area 1 costs are \$45,000 - \$50,000. Area 2 - \$25,000 - \$50,000, depending on whether or not the asphalt is removed or repaired. Area 3 - \$14,000 - \$38,000 (repair vs. new). Area 4 - \$11,000 - \$25,000 (repair vs. new).

The numbers will be useful for Lamers as she prepares the County grant application for the building demolition and creation of the parking lot. The grant is due by May 1.

Motion by Pinke to go ahead with the Driveway Service repairs for miscellaneous patching, work on N Railway AVE, and adding the work on E Scharf AVE to the patch list. **Seconded** by Albright, **approved**. The work on the county garage site and associated alley will probably be done in 2024.

8.) Ordinances. Work is ongoing regarding Chapter 93. We talked earlier about adding utility permits to this section.

9.) The new pickup is estimated to cost \$42,000. We are going add a lift end gate, snow plow, and J&H Signs will paint the city logos. Bert's Equipment will also add the necessary lights. The snow plow and lift gate are estimated to cost \$15,000. There is \$41,409.78 in the budget reserves/money market account. Plus the City's 2023 budget contains \$15,000 for other equipment. There may be a grant available for the new pickup safety equipment. And, we have the \$7,000 (approx.) insurance settlement for damage to the 1990 Ford snowplow (2022). So basically, the new pickup and associated accessories are paid for.

Regarding the City snowplow, Albright has done some research. Looking at a website in St. Cloud, there are basically two types of snow plow trucks available for sale. Older trucks in 1998 - 2000 year class, with up to 250,000 miles, still sell for \$20,000-\$25,000. Newer trucks in the 2010 - 2012 year class, still with 125,000 miles on them are in the \$50,000-\$60,000 price range. The City of Fulda had a used snow plow for sale, otherwise there was nothing else listed on the League of Minnesota's website. Albright said the problem with buying anything used, unless you can purchase it from a known seller (neighboring city, county, state), you don't know what you're getting. The estimate to repair our existing truck for a rebuilt rear end, new leaf springs, etc. is about \$13,000. We still have about \$5,000-\$6,000 of insurance money to do cosmetic work on our truck. We think our truck is good (motor, transmission, snow plow, sander), and with the noted repairs, at least we know what we have. **Motion** by Pinke to repair the existing snow plow. **Seconded** by Albright, **approved**.

Once the new pickup is here, the 2005 Chevrolet pickup along with the 1990 Ford plow truck should be advertised for sale.

10) City Streets. Regarding W Lake ST, Pinke did not get to the last Hobart Township meeting. Their next meeting is the same night as our Council meeting, May 9th. The SSW Committee also has not talked with the Maneval Family. As noted earlier, a R/W proposal from Widseth will be presented at the next Council meeting.

Sunset Strip was also discussed earlier, with a Widseth R/W proposal to be reviewed at the next Council meeting.

Regarding finishing up on the R/W work for E Lake ST, the City Attorney may need some additional work from Widseth. While there are a number of different parties involved, this shouldn't be so complicated. The City has only been working on this for two years. Kuhn thought working with the Railroad could be difficult. Albright said we don't know that, as nothing has been sent to them yet.

Regarding Lawrence Lake Acres and the extension of Glenn ST, the developer has questioned why he can't use high-density polyethylene (HDPE) culverts as shown on his plans, rather than the reinforced concrete pipes (RCP) recommended by the engineer. The cost difference could be as much as \$15,000. The City's current ordinance doesn't require RCP. There are also a number of options with RCP, such as tied sections or gaskets joints. Lammers thought the City could take the position that if the pipes aren't RCP, we won't take over jurisdiction of the road after it's finished (snow plowing/grading). The one culvert in Bunkowske's Phase 3 is a corrugated metal pipe (CMP). Kuhn felt the use of RCP would closer match state standards. The matter will be coming to the 05/09/23 Council meeting for further discussion. Kuhn expected there would be a pre-construction meeting scheduled with the developer in the near future.

11.) Speed Signs. Lammers will contact Otter Tail County to see if they will be placing their portable signs on City roads this summer. The signs are supposed to stay at a particular site for no longer than 2 weeks, but sometimes they are left longer.

Regarding the Elan City Evolis Radar Speed Signs which Lammers furnished information about at the last meeting, Albright questioned where in the budget we could come up with \$6,199 for two complete Evolis packs? We also still have our grant request in with Otter Tail County for their Driver Feedback Sign Policy. Lammers will check with them to see where we are at on their list. The County plans to do two installations per year at their highest priority sites.

12.) County Garage Land - previously discussed.

13.) Other. Pinke mentioned that the Hardware Store placed a pallet of mulch on the sidewalk along their building and S Railway AVE. The current Ordinance, 93.03 Materials on Street or Sidewalk states: No owner having the care of a building on any street or sidewalk shall permit it to be encumbered with barrels, boxes, cans, articles, or substances of any kind, so as to interfere with the free and unobstructed use thereof. The SSW Committee discussed they may need to be made aware of the ordinance.

14.) Next Meeting. A date for the next SSW Committee meeting was not set.

15.) Adjournment. Albright adjourned the meeting at 11:45 AM.

Respectfully prepared and submitted by;

Bruce E. Albright, City Council Member

Council Recommendations:

- Authorize Widseth to complete R/W studies for W Lake ST and W Sunset Strip
- Authorize Widseth to add "storm sewer" mapping layer to GIS tool.
- Repair 2001 International plow truck.
- Authorize 2023 seal coating projects as noted.
- Authorize 2023 road repairs as quoted by Driveway Service.
- Authorize staff to advertise for bids for sale of two City trucks after new pickup arrives.

Follow up Actions:

- Landowner review of Feasibility reports for W Lake Street/funding options.
- Glenn ST extension/RCP costs, share with developer?
- Finalize work on R/W needs for East Lake Street and N Railway AVE (waiting for Attorney).
- Continue to work on budgets, and future road funding needs. -
- Continue to work on City parking, Work on handicap parking spots.
- Assess needs/budget for Small Cities Assistance Program funding. Lobby legislators for future funding, explain our needs.
- Evaluate County and MnDOT speed study data regarding public safety concerns along trail. Look at creating an "urban" district or just extending speed limits to City boundary. Possible electronic signs.
- Continue to work on snow removal, sidewalk, and parking ordinances/policies to address concerns. Snow emergency routes?
- Look at making W Sunset Strip an official street.
- Hardware Store roof drainage.

Additional Future Meeting Agenda Items:

- none, at this time.

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6. Budget- goal setting

1. Projects
2. Cost of Projects
 - A. LGA increase
 - B. Small Cities Street Funding
3. 2024 Budget

Files Attached

- Proposed 2024 Streets, Sidewalks and Yard Waste Budget.pdf

		2022 Final Budget	2022 Actual to 12/31/2022	2023 Budget	2023 Actual to 6/30/2023	Proposed 2024 Budget
City Shop (43000)	Operating Supplies (210)	100.00	601.43	100.00	283.11	300.00
	Repair & Maint. Supplies (220)	100.00	0.00	100.00	0.00	100.00
	Small Tools & Minor Equip (240)	1,000.00	549.00	1,000.00	0.00	1,000.00
	Internet (321)	804.00	744.00	810.00	337.50	810.00
	Insurance (360)	800.00	821.00	828.00	228.00	850.00
	Utility Services (380)	2,000.00	3,602.03	5,200.00	3,074.32	6,150.00
	Repair & Maintenance Service (400)	300.00	26.47	300.00	305.00	300.00
	City Share/Assessments	60.00	0.00	60.00	0.00	120.00
	Improvements (530)	5,000.00	0.00	2,500.00	1.00	2,500.00
Total For City Shop		\$10,164.00	\$6,343.93	\$10,898.00	\$4,228.93	\$12,130.00
Highways, Streets & Roadways	Wages and Salaries (100)	21,026.00	25,580.83	21,500.00	12,451.21	25,400.00
(43100)	Employer Cont./Soc.Sec. (122)	12,876.00	14,504.43	12,685.00	6,934.76	14,146.91
	Health Insurance (131)	6,000.00	4,454.84	6,538.00	2,121.20	4,370.00
	Workers Compensation (150)	1,300.00	0.00	1,300.00	0.00	1,300.00
	Office Supplies (200)	200.00	60.83	100.00	68.22	100.00
	Operating Supplies (210)	6,000.00	9,989.26	8,000.00	4,900.37	9,000.00
	Travel, Mtgs, & Schools	300.00	0.00	300.00	20.00	20.00
	Repair & Maint. Supplies (220)	2,000.00	522.39	2,500.00	1,713.06	3,500.00
	Small Tools & Minor Equip (240)	500.00	821.28	600.00	115.47	600.00
	Employee Clothing Allowance (245)	350.00	0.00	350.00	0.00	350.00
	Engineer (303)	16,000.00	49,757.02	28,000.00	21,275.06	30,000.00
	Telephone (Employee Cell Phone)	375.00	375.00	375.00	187.50	375.00
	Insurance (360)	3,200.00	1,813.00	4,725.00	376.00	4,725.00
	Repair & Maintenance Service (400)	3,500.00	9,990.17	5,000.00	15,894.35	5,000.00
	Seal Coating (410)	7,500.00	0.00	7,500.00	0.00	
	Improvements (530)	17,000.00	19,437.24	25,000.00	0.00	
	Other Equipment (580)	25,000.00	11,894.00	15,000.00	0.00	
Sidewalk	Repair & Maintenance (400)	1,500.00	1,896.49	1,500.00	1,865.54	1,500.00
Ice and Snow Removal (43125)	Sand & Salt	1,000.00	648.38	1,500.00	857.29	1,500.00
	Snow Removal (415)	0.00	0.00	0.00	0.00	1,000.00
	Capital Outlay	5,000.00	0.00	5,000.00	0.00	5,000.00
Total for Streets, Sidewalks, Ice Control		\$130,627.00	\$151,745.16	\$147,473.00	\$68,780.03	\$107,886.91
Recycling Center (43218)	Wages and Salaries (100)	7,485.00	7,195.40	7,700.00	3,492.77	7,200.00
	Employer Cont./Soc.Sec. (122)	4,361.00	3,929.44	4,361.00	1,914.02	3,900.00
	Repair & Maintenance (220)	2,500.00	897.63	3,000.00	785.07	3,000.00
	Office Supplies (200)	500.00	530.60	500.00	106.51	500.00
	Printing & Publishing (350)	600.00	397.00	600.00	0.00	400.00
	Street Lighting (380)	400.00	52.80	400.00	123.98	300.00
	City Share/Assessments	300.00	854.00	850.00	461.28	930.00
	Improvements (530)	10,000.00	0.00	8,000.00	0.00	8,000.00
Total for Recycling Center		\$26,146.00	\$13,856.87	\$25,411.00	\$6,883.63	\$24,230.00
Street Lighting (43160)	Utility Services (380)	8,750.00	8,014.31	9,000.00	4,686.65	9,400.00
	Street Poles	0.00	0.00	0.00	0.00	
Total for Street Lighting		\$ 46,696.00	\$ 23,705.58	\$ 44,761.00	\$ 12,262.05	\$ 43,760.00
Total Streets, Sidewalks and Yard Waste		\$213,633.00	\$195,651.54	\$228,543.00	\$92,154.64	\$188,006.91
2023 Notes						
2023 Ford F-350		\$42,979.52				
Berts Truck Equipment for Pickup		\$15,101.50				
2024 Notes						
Additional LGA Funding		\$5,937.00	(Council has not designated this for Streets)			
Transportation Assistance Funding		\$17,861.00				

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7. 2023 Comprehensive Plan Review

Files Attached

- Comprehensive Plan progress 2023.pdf

**Vergas Comprehensive Plan
2023 Progress Review**

Committee/Board/Council: _____

Land Use & Built Form	
Goal: Capitalize on in-fill opportunities and direct growth to new areas where infrastructure is planned to be cost-effective and sustainable	
Strategies: <ul style="list-style-type: none"> When considering expansion options, prioritize expansion that follows a set of guidance developed through a growth and management plan. Investigate annexing shorelines across bodies of water when landowners are favorable to the request 	
Action Item	Progress
Develop tiered system for expansion based on Vergas water & sewer capacity, EMS services and other public services & facilities.	
Identify possible annexation areas and contact owners.	
Pay close attention to and abide by shoreline regulations governed by the state.	
Participate in preserving the health of lakes and surrounding wildlife.	
Goal: Land use and build form decisions support and celebrate the existing character of the town	
Strategies: <ul style="list-style-type: none"> Encourage land uses that strengthen Vergas' reputation as a family-friendly, safe place with a small-town charm. Limit land uses that allow for big box stores, chains, large processing plants or other developments that have short-term gains and long-term losses of community character and environmental protection. Ensure that any land use involving light industrial development has a plan for maintenance and accessibility. Encourage or offer tax incentives for parking for new construction. 	
Action Item	Progress
EDA/HRA develop incentives to encourage uses identified above.	
Planning and Zoning develop policies regarding use identified above	
EDA identify areas appropriate for light industrial development.	
Explore above and underground parking.	

Housing	
Goal: Identify affordable housing lots that can be developed with the next 5 years	
Strategies: <ul style="list-style-type: none"> Develop partnerships with Otter Tail Co. to share county-level resources with local developers and future residents via existing incentives and initiatives. <p style="text-align: center;">Conduct and inventory and promote lots available.</p>	
Action Item	Progress
EDA develop a fact sheet regarding available assistance programs	
Utilize city website by adding housing resources comparable to neighboring cities	
Transportation	
Goal: Make Vergas accessible for all modes of transportation and for people of all abilities	
Strategies: <ul style="list-style-type: none"> Identify key places across the city that can improve handicap accessibility. Communicate and market existing transportation services. Identify additional locations for downtown parking. Construct handicapped parking spots and sidewalks along Co Rd 4. Explore advantages and disadvantages of rerouting Co Rd 4 through downtown to reduce thorough traffic on Main Street. Explore options for reducing stopped trains and subsequent stopped traffic. Promote programs for ridesharing networks and services 	
Action Item	Progress
Conduct an ADA audit or other type of evaluation to identify key areas for improvement across the city.	
Create short reference guide for residents and visitors describing local and regional transportation options.	
Work with Planning Commission to determine if vacant or undeveloped property could serve as space for new parking lots, and potential diagonal parking.	
Contact Canada Pacific to explore moving the exchange.	
Streets, sidewalks and yard waste committee review possibilities of collaboration with OTC Highway Department.	
Goal: Increase connectivity between Vergas and regional trails	
Strategies: <p style="text-align: center;">Consult entities, like MN DOT, DNR, WCI and Partnership 4 Health, about pursuing grants for planning and infrastructure for a trail connection.</p>	
<ul style="list-style-type: none"> Work with OTC to pursue grant funding to connect the Heartland Trail along Co.Rd 4. 	

<ul style="list-style-type: none"> • Add multi-use path to the update of the 2019 Capital Improvement Plan to ensure that it is included in future city budget. 	
Business & Economic Development	
Goal: Maintain the small business atmosphere	
Strategies: <ul style="list-style-type: none"> • Advertise local businesses regionally • Review and update city laws and ordinances that support small business owners 	
Action Item	Progress
Work with neighboring Chambers of Commerce to advertise and access resources	
Collaborate with the Community Club to identify opportunities and resources to market regionally.	
Submit stories, ads, and updates to surrounding local papers.	
Invest in enhancing the City website	
Preserve existing protections within city laws and ordinances	
Explore state and federal incentives for small businesses, especially those making positive impact in nearby communities.	
Goal: Invest in Human Capital	
Strategies: <ul style="list-style-type: none"> • Invest in local childcare options • Create opportunities for socializing, connecting, creative placemaking year-round. • Provide opportunities for retirees to utilize their knowledge and experience and increase social connection. 	
Action Item	Progress
Connect with OTC Early Childhood Coordinator to identify needs and resources.	
Improve marketing of existing community activities, from small socializing to large events.	
Identify gaps in existing community programming and recruit volunteers to host one and/or recurring events.	
Explore development of spaces for families to recreate and your specific activities.	
Identify and invite volunteers to join planning and implementation projects.	

Goal: Prioritize business development that provides daytime and evening activities for residents	
Strategies: <ul style="list-style-type: none"> • Create more opportunities to recruit local businesses, especially where gaps in existing services • Increase awareness of state and regional resources for small business owners and entrepreneurs. 	
Action Item	Progress
Work in partnership with Vergas EDA to integrate public feedback into business development and expansion strategies	
Host a business and entrepreneurship fair in partnership with OTC with targeted outreach based on survey results and public input.	
Leverage partnerships with existing programs; i.e WCI, MN DEED, SCORE business mentors, Vergas Community Club, West Central Small Business Development Center, Women's Ventures, OTC Small Business Coaching.	
Goal: Develop and expand job opportunities	
Strategies: <p>Maintain and increase number of visitors Pursue opportunities for light manufacturing Support digital entrepreneurs and remote workers</p>	
Action item	Progress
Advertise business and recreational opportunities and events regionally.	
Pursue and invest in trail development.	
Cultivate more year-round attractions and events.	
Identify land available for development and purchase.	
Offer the Event Center as coworking space by appointment.	
Maintain and develop broadband capabilities.	
Connect with neighboring communities to participate in county-wide networking opportunities. (host pre-existing groups for a meeting).	
Public Services and Facilities	
Goal: Maintain adequate public facilities and services to meet the health, safety, education, and leisure needs of all Vergas residents.	
Strategies: <ul style="list-style-type: none"> • Prioritize infrastructure investment based on existing facilities with deficiencies first, and retrofitting of facilities second, and future facility needs third. • Engage in strategic partnerships to ensure that Vergas is identified as a community for investment in fiber optic cable to increase broadband access. • Conduct a needs assessment to understand more about the barriers and opportunities to improve resident access to medical facilities. (transportation, awareness). 	

Action Item	Progress
Encourage various committees to complete prioritization exercise.	
Explore expanded services, particularly MN DEED Border-to-Border Broadband opportunity.	
Collaborate with EDA/HRA to oversee a needs assessment.	
Goal: Ensure highest quality standards and services for public safety given Vergas' existing resources and staff capacity.	
Strategies: <ul style="list-style-type: none"> • Ensure safety of navigation throughout city streets and sidewalks. • Make Long Lake Park a desirable location for recreation year-round. 	
Action Item	Progress
<ul style="list-style-type: none"> • Review, update, and publicize the city's planning and zoning maps to accurately indicate which city sidewalks are to be maintained by the city vs residents. 	
<ul style="list-style-type: none"> • Conduct a parking study. 	
<ul style="list-style-type: none"> • Explore the possibility of a MNDOT Complete Streets project for Vergas. 	
<ul style="list-style-type: none"> • Renovate and upgrade public restroom facilities at Long Lake park. 	
<ul style="list-style-type: none"> • Explore opportunities to work with rental company for non-motorized watercraft. 	
<ul style="list-style-type: none"> • Consider snowshoe rental companies. 	
Goal: Ensure that services and facilities allow residents and visitors of 55 years or older to age in place.	
Strategies: <ul style="list-style-type: none"> • Ensure safety of navigation through city streets and sidewalks. • Work to develop a full spectrum of transitions in senior housing needs, from accessibility options to access of services and skilled nursing. 	
Action Item	Progress
Develop handicap parking spots	
Work with ED/HRS to conduct a needs assessment and feasibility study for expanded senior housing options.	
Parks & Open Spaces	
Goal: Support Community Art and arts programming	
Strategies: <ul style="list-style-type: none"> • Increase the number of displays of interactive art around town, in parks, and open spaces. • Increase community education arts programming. 	
Action Items	Progress
<ul style="list-style-type: none"> • Create a directory of local artists. 	

<ul style="list-style-type: none"> Continue to offering summer youth art camp. 	
<ul style="list-style-type: none"> Provide a listing of events on city website. 	
Goal: Update public facilities at Long Lake Park	
Strategies: <ul style="list-style-type: none"> Continue working with NDSU to develop concept designs for Long Lake park. Communicate with county and regional stakeholders in parks and recreation the desire to pursue state and federal funding. 	
Action Item	Progress
Follow guidelines and budget in Capital Improvement plan for restroom facilities specifications and budget.	
Park Board present ideas to Planning and Zoning Commission and the City Council for implementation.	
Goal: Leverage existing amenities to create a culture that celebrates physical activity and community-based sports that are complementary to school sports schedules.	
Strategies: <ul style="list-style-type: none"> Create opportunities for sports and physical education. Begin offering adult leagues for baseball, softball etc.. Explore opportunities for additional recreational space development. 	
Action Item	Progress
Example; Offer lessons for pickleball, classes for local fitness trainers, dance classes.	
Coordinate community education for implementation.	
Conduct a feasibility study for soccer fields and/or frisbee golf.	
Planning and Zoning identify sustainable areas.	

Street / Sidewalks/ Yard Waste Committee
Streets/Sidewalks/Yard Waste
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
9:00 AM on Thursday, July 20, 2023

8. Vehicles

Auction

1. City Pickup
2. City Plow Truck

Purchases

1. City Pickup

Street / Sidewalks/ Yard Waste Committee
Streets/Sidewalks/Yard Waste
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
9:00 AM on Thursday, July 20, 2023

9. Yard Waste

1. Sign
2. Permits (191 on 6/28/2023)

Files Attached

- 7.19.2023 Yard Waste permits.pdf

Yard Waste Permits

Residential

2022-88 permits

2023-11 permits

Total of 99 permits

Non-residential

199 permits sold

As of 7/19/2023

Street / Sidewalks/ Yard Waste Committee
Streets/Sidewalks/Yard Waste
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
9:00 AM on Thursday, July 20, 2023

10. Feasibility Reports for W Lake Street

Files Attached

- W Lake St Conf.pdf

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:

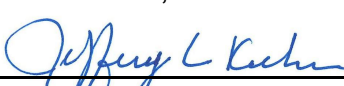
(X) Monthly

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.

Street / Sidewalks/ Yard Waste Committee
Streets/Sidewalks/Yard Waste
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
9:00 AM on Thursday, July 20, 2023

11. Storm Sewer Mapping

Hardware Store roof drainage

Street / Sidewalks/ Yard Waste Committee
Streets/Sidewalks/Yard Waste
Vergas Event Center and Zoom Id number 267-094-2170 (password
56587)
9:00 AM on Thursday, July 20, 2023

12. Street Maintenance

1. Seal Coating
2. Paving
3. Gravel Townline Road

Files Attached

- Proposal Sealcoating- Vergas City of 2023.pdf
- Map - Vergas City of 2023.pdf

Proposal

Parking Lots

Driveways

Streets

Roads

Asphalt Sealcoat

Morris Sealcoat & Trucking, Inc.

46253 208th Street, Morris, MN 56267

Phone (320) 589-2844 NAICS: 237310

Fax (320) 589-4890 Federal Tax ID #: 411720283

Email: sealcoat@hometownsolutions.net

Street

and Lot Sweeping

Patching

Truck Rental

Proposal Submitted To:

Vergas, City of

Date:

7/19/2023

Project:

2023 Chip Seal.

Project No.:

2023

Project Location:

Various Streets in Vergas, MN

Project Bid Date & Time:

7/19/2023

Contact Person:

Mike Dufrane - (218) 234-5110

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Bid Item	Description	Quantity	Units	Unit Price	Amount
1	Chip Seal City Streets. <i>*Please see notes below.</i>	1.000	L SUM	\$ 63,200.000	\$ 63,200.00
TOTAL BID PRICE					\$ 63,200.00

Price includes CRS2P Emulsified Asphalt and FA 2 Chips.

Price includes one mobilization to complete the project. Add \$4,000.00 to Total Bid Price for each additional Mobilization.

Attached map indicates the areas to be chip sealed in Purple. Additional areas are subject to price change.

Price includes side sweep of streets prior to chip seal application, and pickup sweeping after chip seal application.

Price does Not include removal of vegetation / weeds. Owner / Prime to remove prior to seal coat application.

Price includes traffic control flaggers and portable roll up signs only

All areas to be chip seal must be identified, and approved, the same day the chip seal application is completed.

Morris Sealcoat & Trucking, Inc. is not responsible for damages and/or losses do to negligence by others.

If upon arrival, an area is deemed impractical, may cause harm to the crew, or hardship to the company, -

Morris Sealcoat & Trucking, Inc. reserves the right to refuse work on any area of the project.

Price does Not include removal of excessive debris not caused by Morris Sealcoat. Owner to remove prior to seal coat.

If accepted, a copy of this Proposal shall be signed at the bottom and returned to our office.

Total Bid Price good until June 1, 2024. No work is anticipated prior to September 1, 2023.

Contact Steve Holland @ 218-790-5829 or Luke Banta @ 320-368-0256 with any questions.

CERTIFIED DBE IN MN

We Propose

hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

sixty-three thousand two hundred and no/100 dollars

Payment to be made as follows:

upon completion

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

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


Date of acceptance: _____

Signature: _____

Vergas, City of

2023 Chip Seal Project

Legend

 Area to be Chip Sealed

