CITY OF MILACA CITY COUNCIL MEETING COUNCIL AGENDA March 16, 2023

1.	Call Meeting to Order 6:30 p.m.				
2.	Pledge of Allegiance				
3.	Roll Call- Present: Mayor-Dave DillanCouncil Members; Ken MullerNorris Johnson Linds	ee Lars	en		
	Laurie Gahm Absent:				
4.	Approval of Agenda	MB_	2 nd	_AIF_	o
5.	Consent Agenda_	MB_	2 nd	_AIF_	o
	a. Approval of the Minutes – February 16, 2023				
	b. Approval of Bills				
	c. Resolution 23-07 Resolution Approving A Charitable Gambling Premises Permit				
c	d. Resolution 23-08 Assessing Unpaid Fire Calls				
	Open Forum				
	Public Hearing-				
	Requests and Communications				
	Ordinances and Resolutions				
10.	Reports of Departments, Boards and Commissions				
	a. City Manager-Electronic Funds Transfer Policy	MB_	2 ^{na}	AIF	0
	b. Police-Incident Summary in Packetc. Parks -				
	d. Public Works-Authorize Completion of Preliminary Engineering for 110 th Ave Project	MB	2 nd	AIF	0
	e. Liquor Store-	1415_			
	f. Fire Department-Quotes for Trailer	MB	2 nd	AIF	o
	g. Planning and Zoning – CKW Developers-Preliminary Plat-Boulder Ridge Fourth Addition	MB_	2 nd	AIF	o
	h. Planning and Zoning - CKW Developers-Final Plat-Boulder Ridge Fourth Addition	MB_	2 nd	AIF	o
	i. Planning and Zoning – CKW Developers – PUD Amendment	MB_	2 nd	AIF	0
	j. Airport-				
11.	Committees				
	a. Budget				
12	b. EDC Unfinished Business				
	New Business				
13.		МВ	a nd	AIF	0
	a. Petition to Vacate Alleyb. Approving Ingress/Egress Easement	_	2 2 nd	AIF AIF	
	c. Community Funding Project & Grant Agreement	MB			o
	d. Rum River Life Choices Special Event Application	MB_		/ AIF	
14.	Miscellaneous				_~_
	Council Comments				
16.	Adjournment	MB	2 nd	AIF	0

§ 30.19 ORDER OF BUSINESS; AGENDA

(C) Unless the Council, in its discretion, votes to consider matters not appearing on the agenda, no item of business shall be considered unless it appears on the agenda for the meeting.

CITY OF MILACA COUNCIL MINUTES

February 16, 2023

Call to Order Roll Call

Mayor Dillan called the meeting of the Milaca City Council to order at 6:30 p.m. Upon roll call, the following council members were present: Mayor Dave Dillan; Councilors: Lindsee Larsen, Norris Johnson, and Ken Muller. Councilors Absent:

Staff Present: City Manager Tammy Pfaff, Police Chief Quinn Rasmussen, Administrative Communications Specialist Mary Mickelson, Public Works Superintendent Gary Kirkeby, Assistant Public Works Superintendent Warne Johnson, Assistant City Clerk Deloris Katke, City Attorney Damien Toven and Fire Chief Jesse Gerads.

Others Present: Dan Hollenkamp, Chloe Smith, Shannon Sweeney of David Drown Associates, Chris Carlson of Borgholm Township, Joel Minks

Approval of the Agenda

Mayor Dillan called for a motion to approve the agenda. Johnson made a motion for approval, seconded by Muller. No further discussion. All in favor; motion carried.

Approval of Consent Agenda

Mayor Dillan stated there were a couple of additions to the agenda: Add Resolution #23-06 City Treasurer Signatories & Authorization on Bank Accounts, Parks request and New Business Stauber Community Funding for FY24. With no further additions, Mayor Dillan called for a motion to approve the additions to the Agenda. Larsen made a motion for approval of additions, seconded by Johnson. No further discussion. All in favor; motion carried.

Mayor Dillan called for a motion to approve the Consent Agenda of the following items:

- a. Approval of the Minutes January 18, 2023
- b. Approval of Bills
- c. Resolution #23-03 Resolution Accepting Donations

Mayor Dillan called for a motion to approve the Consent Agenda. Larsen made a motion for approval of Consent Agenda, seconded by Muller. No further discussion. All in favor; motion carried.

Citizen Open Forum

Mayor Dillan asked if anybody present wanted to address anything not on the agenda. Chris Carlson, Vice Chair of Borgholm Township spoke. He stated that the township got word that the Stauber grant has been approved and he just requested that the township be kept informed on the progress of the project. He asked that if the entities had to pay for the engineering costs that someone should advise the township so they can address this at their annual meeting.

Public Hearing – Public Hearing on Establishing Tax Increment Financing District No. 2-10 opened at 6:33 p.m. Shannon Sweeney from David Drown Associates spoke. He stated the city contacted David Drown a couple months ago to establish this TIF District for the purpose of potentially assisting in a housing project. Rum River Living, LLC, the developer, represented by Shawn Williams, expressed an interest in constructing a new 8 unit multi-family housing building. Shannon explained what the TIF would do for this project. Basically, it would be a reimbursement of new property taxes that would be paid as a result of the new construction that occurs. Shannon explained some parameters that per state statute would need to be made. It establishes a budget that we could potentially collect within this district which is \$359,859 if it ran its full duration. It provides boundaries which includes the parcel that the project will be built on. Income restrictions will be implemented for 20% of the units that need to be at 50% median area income. Which, for this construction, that would be 2 out of the 8 units would have to

be made available for median area income. Which would be for 1 person income would be \$29,200; for 2 people it would be \$33,350; for 3 people it would be \$37,500 and so on. The developers are required to make 2 units available for these income restrictions. Shannon further stated notification was sent to the county and the school district in regard to this TIF.

Shannon continued to say that the developer has requested 10 years of assistance which equates to \$128,000 in new property tax reimbursement over that 10-year period. This reflects 90% of the revenue as 10% is kept by the city for administrative costs as there is annual reporting to the state that needs to be done and costs to implement the TIF can be reimbursed by the city as well. Final reimbursement would occur in 2034. If project is built this year, the first tax reimbursement won't be received until 2025.

Developer must meet the income limits as stated before and that is for the duration of the subsidy received which is the 10 years.

Mayor Dillan asked the language "is made available", does that mean required? Shannon stated basically it does. They do not have to set a specific rent, just the income limits must be met for the 2 units. Can be any 2 units – does not have to be specific units for this income limit. Developer must submit a certification to the city annually to document that they are meeting that requirement.

Shannon stated that this is essentially a risk-free subsidy from the perspective that the developer has to build the project, pay the property taxes, the city has to receive those from the county in the form of tax increment before reimbursement is made. If there is any break in that string, the city is not reimbursing the developer any money. So if taxes are not paid, if state law changes and tax increments are not made available, you are only pledging to reimburse what you are authorized to collect under statute.

Mayor Dillan asked if there were any other questions or comments. With none being heard, Public Hearing closed at 6:40 p.m. Mayor Dillan called for a motion to approve **Resolution #23-04 Adopting the TIF Plan**. Motion to approve Resolution #23-04 made by Muller, seconded by Johnson. All in favor; motion passed.

Mayor Dillan called for a motion to execute the Development Agreement. Motion made by Muller to approve, seconded by Johnson. All in favor; motion passed.

Requests and Communications - Nothing

Ordinances and Resolutions

Ordinance #510 Annexation of Land Located in Milaca Township-Second Reading. Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Larsen. No further discussion. All in favor; motion passed.

Resolution #23-05 Appointing a Council Member to Fill Vacancy. City Manager Pfaff stated only one application was received. Mayor Dillan called for a motion to approve Resolution 23-05 appointing Laurie Gahm to fill the vacancy. Motion made by Muller, seconded by Larsen. No further discussion. All in favor; motion passed.

Resolution #23-06 City Treasurer Signatories and Authorization on Bank Accounts. Mayor Dillan called for a motion for approval. Motion made by Johnson, seconded by Muller. Muller asked when she starts and City Manager Pfaff stated she started on the 13th. No further discussion. All in favor; motion passed.

Reports of Departments, Boards and Commissions

City Manager – City Manager Pfaff asked that Mayor Dillan update everyone in regard to a meeting with MN DOT regarding the Hwy 23 project. Mayor Dillan stated they met on February 6 and discussed the Hwy 23 project going from the bridge to out by County Road 2. Mayor Dillan stated MN DOT is pretty convinced that a round-about on Central Avenue will be safer than the lights. It would be a smaller one so trailers can go right over them. That is our biggest concern. The other concern is by the school and the Dollar General store. The problem is the median runs all the way back to the south access out of the parking lot of the school where all the kids leave and would require a right-hand turn, somewhere down the road take a left-hand turn to get back. Superintendent Wedin had MN DOT at the school and they stood on the roof of the school at 3 pm so they could observe the traffic flow. They will meet again for possible solutions for that intersection. There would be paved walking access from the school all the way out to the bypass area, which we don't have right now. Date is still 2026, preliminary stuff like tree removal, surveying, things like that would happen first. Spring of 2026 things will start happening.

Council member Johnson asked if there would be any land acquisition that may happen but Mayor Dillan stated that it did not sound like it that most of this is road right of way. Hwy 23 will be 34 feet wide and with the walkways it would be 62 feet.

Police – Chief Rasmussen commented that the department has hired back Mike Barros and he will be starting full time March 1. They will be staffed full time now.

Parks – Public Works Superintendent Kirkeby stated the parks commission had a couple of requests. Gary stated he was going to purchase a mini excavator from the sewer CIP plan and last November he got a quote for the 2023 CIP but as of January 1, the price went up \$11,000.00. The thought was the trails are pretty excited to be able to make use of this mini excavator as they have had to rent one in the past. The parks commission is recommending taking \$11,000 from the Charitable Gambling fund to make the purchase of this excavator. Mayor Dillan called for a motion to approve \$11,000.00 transfer from the Charitable Gambling for a mini excavator. Johnson made the motion to approve, seconded by Larsen. Mayor Dillan stated that this does still fit in the plan that was laid out for that money and where we wanted it to go. Gary stated that this price is from the state contract prices but the price still went up but is still cheaper than renting one. Fire Chief Gerads questioned if this excavator would be used by volunteers or if just public works. Gary stated just public works for now. And he has contacted the League of MN Cities in regard to liability and has a form that the trails members sign. No further discussion. All in favor; motion passed.

Gary then stated that the parks commission has a request to expand the skate park. They suggested transferring \$30,000 from the Charitable Gambling fund and using \$10,000 from the park CIP funds for skatepark improvements. Gary submitted 2 grants for this but if the grants don't get approved, he still feels this could get done with these funds and double the square footage. Gary has been in contact with Joe Bell, Steve Cooper and with 3rd Lair being here last year, they all want to make use of the skatepark more. The design in the packet is from kids that use the park, some contractors and city staff to see what we can do with the monies. Councilmember Muller commented that the 8th grade students had sent letters to the council members and one of the students asked about a swing set in Rec Park. Gary stated there are none in Rec Park but they would look into that. Mayor Dillan stated that the request for \$30,000 could be less if we got a grant and Gary stated that it could be. Mayor Dillan called for a motion to approve the transfer of \$30,000 from the Charitable Gambling Fund for the expansion of the skate park. Muller made a motion for approval, seconded by Johnson. No further discussion. All in favor; motion passed.

Gary then spoke on the seal coating quotes. He sent requests out to 4 contractors and got 2 quotes back. A lot of this sealcoating is in the northwest, Boulder Ridge, and parts of Hidden Pines that did not get paved previously. Allied was \$1.72 a square yard and Pearson Brothers was \$1.77 a square yard. There will be crack sealing to go along with this. Allied did it last time but Pearson Brothers has done some in

the past as well. Gary suggested going with Allied just for the cost savings. Gary further stated that 3rd Ave NW will more than likely be re-done in 2024 so no sense putting the money into that now. Mayor Dillan called for a motion for sealcoating for Allied. Motion made by Larsen, seconded by Muller. No further discussion. All in favor; motion passed.

Gary stated he got two quotes for paving 4 blocks of alleys this year. Omann Brothers came in at \$57,707.40 and Rum River Contracting came in at \$91,067.40. Omann did the paving last year and Gary recommended them. Gary explained how these alleys were picked. Last year the alleys that were done had manholes in them for easier access to them in the winter because if they are not paved, they have to be under gravel otherwise when grading, you rip them out. Having this access is easier should we need to jet sewers in the winter. Once these 4 alleys are done, all alleys with manholes will be paved.

Mayor Dillan called for a motion to approve the quote from Omann Brothers in the amount of \$57,707.40 for alley paving. Motion made by Johnson, seconded by Muller. No further discussion. All in favor; motion passed.

Mayor Dillan called for a motion to approve the final 2021 Street Improvement Contractors Pay Request No. 5 in the amount of \$101,827.99. Motion made by Larsen, seconded by Muller. No further discussion. All in favor; motion passed.

Liquor Store – Nothing

Fire Department – Fire Chief Jesse Gerads stated they have received two quotes for the Fire Department's Polaris Ranger side by side. Power Lodge quote came in at \$25,077.46 and Duluth Lawn & Sport came in at \$23,871.44. Mayor Dillan called for a motion to approve the quote from Duluth Lawn & Sport in the amount of \$23,871.44. Motion made by Larsen, seconded by Johnson. Johnson asked where the funding was coming from. Gerads stated they have received about \$50,000 in donations and grants. City Manager Pfaff asked if the fire department was holding some monies yet as she had calculated approximately \$42,000 in donations and grants. Fire Chief Gerads said he would look into that. No further discussion. All in favor; motion passed.

Fire Chief Gerads stated they have received two quotes on sets of tracks for the Polaris Ranger side by side. Mattracks came in at \$15,651.00, which is directly from the factory and Need-A-Shed came in at \$16,880.00. Mayor Dillan called for a motion to approve the quote from Mattracks in the amount of \$15,651.00. Motion made by Larsen, seconded by Muller. No further discussion. All in favor; motion passed.

Fire Chief Gerads stated next month they would have quotes for the skid unit and the trailer. The Ranger and tracks would be ordered as it takes 12-14 weeks to get. Then we will have the quotes for the trailer and skid units and the lighting. Then hopefully we will have everything up and running by grass rig season. After that we will need to sell the snowmobile. He asked if the parks or trails would buy the snowmobile. City Manager Pfaff stated they city would not buy the snowmobile it would simply be a change from one department to another. Fire Chief questioned the value of the snowmobile and how it would get reimbursed back to the fire department CIP. City Manager Pfaff explained that an asset like this would just change to a department, the value would not change because it ends up being depreciated out. Further discussion ensured and it was decided that the fire department would just sell it. They would sell the Ranger as well and the trailers. This would be done later this year in a sealed bid process.

Planning and Zoning – Nothing

Airport – Nothing

Committees

Budget -

EDC – Still looking at the childcare information. Superintendent Wedin is on that task force. Talked about all the housing projects. They will meet again in a few weeks.

New Business

Stauber Community Funding FY24 – City Manager Pfaff stated she had received an email from Stauber's office asking for new funding for the fiscal year 2024. Phil put together a couple of projects. One would be the industrial 14 acres to get water and sewer to that land and/or land acquisition for an easement. The other project would be the downtown area for street and utility revitalization. Replace the old concrete street and sidewalk on 2nd Ave SW between 1st St and 2nd St. Would also include installing a new water main and new water services from 2nd Ave into the downtown buildings. It would also replace old water mains in the alleys and replace them with a new main on 2nd Ave. Total estimated cost is \$950,000. The estimated cost for the industrial park area is \$1,210,000. Council would just need to decide. Some discussion ensued. Johnson stated that he feels the downtown would be a more immediate need. Access to the industrial would be on down the road. Mayor Dillan stated that there may be future funding available for that that may come up every year that we could pursue. Muller stated he wished there was more parking downtown. Mayor Dillan stated that we are just applying. Chances of us getting it aren't that great. Johnson stated that if we had a buyer that came in and revenue coming in from the sale of that land, then that would pay for the access to the land. Mayor Dillan then asked if they were in agreement to pursue the downtown project and everyone agreed.

City Manager Pfaff then updated the council on the Stauber FY2023 project. She had just received an email stating that in a couple weeks we should receive the grant documents and all the documents we need to fill out. Our plan is pull in both townships, city and Gary and engineers so we can all look at the project and make sure we have everything we need. Those documents are going to go through HUD. The project is a 1.5 million project and the grant is for the 1.5 million. We are hoping the project won't go over that. Mayor Dillan asked Chris Carlson from Borgholm Township if this answered his questions. He stated he has applied for many grants for this project and he is very thankful that the city was awarded this.

Council Comments

Councilmember Muller commented that he feels the Public Works crew has done a great job for plowing with all the extra snow we got.

Councilmember Johnson stated he is glad we have a city treasurer. Commented on Tammy's extra work she has had to do these past months

Mayor Dillan commented about the letters the 8^{th} graders had sent. He mentioned that some of the comments were an outdoor pool, field house, fast food like Kentucky Fried Chicken – 3 mentioned that – and only 1 mentioned McDonalds. Trap shooting range but obviously not in the city. And the kids felt the ball fields should be used differently, and would like to expand the skatepark.

Adjourn:
Mayor Dillan called for a motion to adjourn. Motion made by Johnson to adjourn, seconded by Muller
No further discussion. All in favor. Motion passed. Meeting adjourned at 7:15 p.m.
74 P P'''
Mayor Dave Dillan
Attact
Attest:
City Manager Tammy Pfaff

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	Check Issue Dates: 2/13/2023 - 3/17/2023	Mar 09, 2023 08:45AM

			Check Iss	sue D	ates: 2/13/2023 - 3/	17/2023		Mar 09, 2023 08:45AM
Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
49500	02/13/23	ST. CLOUD STATE UNIVERSITY	021323	1	101-41510-208	305.00	305.00	MCFOA ANNL CONF-E NEALLEY
Total 495	500:					-	305.00	
49501	02/17/23	KUECHLE UNDERGROUND INC	193805304-0	1	500-43100-530	101,827.99	101,827.99	2021 STREET IMPROV. PROJECT PYMT #5 FINA
Total 495	501:					_	101,827.99	
49502	02/21/23	MN OFFICE OF ADMIN HEARIN	022123	1	101-41940-310	100.00	100.00	MILACA TOWNSHIP ANNEXATION
Total 495	502:					-	100.00	
49503 49503		BELLBOY CORP. BELLBOY CORP.	0098434800 0106426700	1 1	609-49750-251 609-49750-254	2,741.57 56.85	2,741.57 56.85	LIQUOR NA
Total 495	503:					_	2,798.42	
49504	02/22/23	BENT BREWSTILLERY	012375	1	609-49750-252	142.10	142.10	BEER
49504	02/22/23	BENT BREWSTILLERY	012375	2	609-49750-252	50.32- -	50.32-	CREDIT BEER
Total 495	504:					-	91.78	
49505	02/22/23	BERNICKS	10041120	1	609-49750-254	40.00	40.00	NA
49505	02/22/23	BERNICKS	10041120	2	609-49750-252	2,419.80	2,419.80	BEER
49505	02/22/23	BERNICKS	10041121	1	609-49750-254	94.52	94.52	NA
49505	02/22/23	BERNICKS	10041122	1	609-49750-252	134.90-	134.90-	CREDIT BEER
49505	02/22/23	BERNICKS	10043600	1	609-49750-252	903.10	903.10	BEER
49505	02/22/23	BERNICKS	10043601	1	609-49750-254	79.76	79.76	NA
49505	02/22/23	BERNICKS	10046047	1	609-49750-252	2,227.60	2,227.60	BEER
Total 495	505:					-	5,629.88	
49506	02/22/23	BREAKTHRU BEVERAGE MN	347728566	1	609-49750-251	5,989.31	5,989.31	LIQUOR
49506	02/22/23	BREAKTHRU BEVERAGE MN	347728566	2	609-49750-333	89.11	89.11	DELIVERY
49506	02/22/23	BREAKTHRU BEVERAGE MN	347828370	1	609-49750-251	1,117.00	1,117.00	LIQUOR
49506	02/22/23	BREAKTHRU BEVERAGE MN	347828370	2	609-49750-254	187.86	187.86	NA
49506	02/22/23	BREAKTHRU BEVERAGE MN	347828370	3	609-49750-333	38.85	38.85	DELIVERY
Total 495	506:					_	7,422.13	
49507	02/22/23	C & L DISTRIBUTING CO.	1573446	1	609-49750-251	1,441.70	1,441.70	LIQUOR
49507		C & L DISTRIBUTING CO.	1573446	2	609-49750-254	314.30	314.30	NA
49507		C & L DISTRIBUTING CO.	1573446	3	609-49750-252	14,010.30	14,010.30	BEER
49507		C & L DISTRIBUTING CO.	1576563	1	609-49750-253	93.60	93.60	WINE
49507		C & L DISTRIBUTING CO.	1576563	2	609-49750-251	27.00-	27.00-	CREDIT LIQUOR
49507		C & L DISTRIBUTING CO.	1576563	3	609-49750-254	45.00	45.00	NA
49507		C & L DISTRIBUTING CO.	1576563	4	609-49750-217	120.00	120.00	OTHER OPERATING SUPPLIES
49507		C & L DISTRIBUTING CO.	1576563	5	609-49750-252	6,016.85	6,016.85	BEER
49507		C & L DISTRIBUTING CO.	1579633	1	609-49750-251	44.92	44.92	LIQUOR
49507		C & L DISTRIBUTING CO.	1579633	2	609-49750-252	16,417.90	16,417.90	BEER
49507		C & L DISTRIBUTING CO.	1579633	3	609-49750-254	153.65	153.65	NA
49507		C & L DISTRIBUTING CO.	2366000177	1	609-49750-252	50.85-	50.85-	CREDIT BEER
49507		C & L DISTRIBUTING CO.	2366000177	1	609-49750-252	19.20-	19.20-	CREDIT BEER
Total 495	507:					_	38,561.17	
49508	02/22/23	CIVIC SYSTEMS, LLC	CVC23123	1	101-41940-309	2,125.00	2,125.00	ADDITIONAL CONCURRENT USER-CITY MANAGE

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 Check Issue Dates: 2/13/2023 - 3/17/2023
 Mar 09, 2023 08:45AM

Check	Check		Invoice	In	Invoice	Invoice	Check		Description
Number	Issue Date	Payee	Number	In S	GL Account	Amount	Amount		Description
- Turiboi		- Tayoo	- Trumber	- —			- Tanoditi		
						-			
Total 49508: 2,125.00									
49509	02/22/23	DAHLHEIMER DISTRIBUTING C	1835726	1	609-49750-252	5,462.80	5,462.80	BEER	
49509	02/22/23	DAHLHEIMER DISTRIBUTING C	1835726	2	609-49750-254	128.00	128.00	NA	
49509	02/22/23	DAHLHEIMER DISTRIBUTING C	1835950	1	609-49750-252	182.25-	182.25-	CREDIT BEER	
49509		DAHLHEIMER DISTRIBUTING C	1841058	1	609-49750-252	311.55-	311.55-	CREDIT BEER	
	02/22/20	27.11.21.12.11.21.1	.0000	•	000 10.00 202	-		0.1.2 22	
Total 495	509:					-	5,097.00		
49510	02/22/23	GRANITE CITY JOBBING	319213	1	609-49750-256	434.11	434.11	TOBACCO	
49510	02/22/23	GRANITE CITY JOBBING	319213	2	609-49750-259	52.13	52.13	OTHER FOR RESALE	
49510	02/22/23	GRANITE CITY JOBBING	319213	3	609-49750-333	10.00	10.00	DELIVERY	
49510	02/22/23	GRANITE CITY JOBBING	320255	1	609-49750-256	314.64	314.64	TOBACCO	
49510	02/22/23	GRANITE CITY JOBBING	320255	2	609-49750-259	393.10	393.10	OTHER FOR RESALE	
49510	02/22/23	GRANITE CITY JOBBING	320255	3	609-49750-333	10.00	10.00	DELIVERY	
49510	02/22/23	GRANITE CITY JOBBING	321177	1	609-49750-256	432.88	432.88	TOBACCO	
49510	02/22/23	GRANITE CITY JOBBING	321177	2	609-49750-259	132.02	132.02	OTHER FOR RESALE	
49510	02/22/23	GRANITE CITY JOBBING	321177	3	609-49750-333	10.00	10.00	DELIVERY	
Total 495	510:						1,788.88		
49511	02/22/22	JOHNSON BROTHERS LIQUOR	222202	4	609-49750-253	705.04	705.94	WINE	
	02/22/23	JOHNSON BROTHERS LIQUOR	2233293	1		705.84	705.84	LIQUOR	
49511 49511	02/22/23	JOHNSON BROTHERS LIQUOR	2233293	2	609-49750-251 609-49750-333	368.50	368.50	DELIVERY	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	2233293 2233294	3 1	609-49750-253	29.60 125.40	29.60 125.40	WINE	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	2233294	2	609-49750-333	1.85	1.85	DELIVERY	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	2233294		609-49750-251	514.80	514.80	LIQUOR	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	2233360	1 2	609-49750-333	11.10	11.10	DELIVERY	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	22333776	1	609-49750-254	37.00	37.00	NA	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	2233776	2	609-49750-251	1,242.00	1,242.00	LIQUOR	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	2233776	3	609-49750-253	844.00	844.00	WINE	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	2233776	4	609-49750-333	43.47	43.47	DELIVERY	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	2233777	1	609-49750-251	3,281.48	3,281.48	LIQUOR	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	2233777	2	609-49750-333	30.74	30.74	DELIVERY	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	2238285	1	609-49750-251	2,435.84	2,435.84	LIQUOR	
49511	02/22/23	JOHNSON BROTHERS LIQUOR	2238285	2	609-49750-253	1,450.00	1,450.00	WINE	
49511		JOHNSON BROTHERS LIQUOR	2238285	3	609-49750-333	125.80	125.80	DELIVERY	
49511		JOHNSON BROTHERS LIQUOR	2238286	1	609-49750-251	2,803.00	2,803.00	LIQUOR	
49511		JOHNSON BROTHERS LIQUOR	2238286	2	609-49750-333	42.55	42.55	DELIVERY	
49511		JOHNSON BROTHERS LIQUOR	2241464	1	609-49750-251	544.04	544.04	LIQUOR	
49511		JOHNSON BROTHERS LIQUOR	2241464	2	609-49750-333	20.81	20.81	DELIVERY	
Total 495	511:					=	14,657.82		
						-	· ·		
49512	02/22/23	M. AMUNDSON LLP	356388	1	609-49750-259	108.96	108.96	OTHER FOR RESALE	
49512	02/22/23	M. AMUNDSON LLP	356388	2	609-49750-256	877.10	877.10	TOBACCO	
Total 495	512:					_	986.06		
49513	02/22/23	MOOSE LAKE BREWING CO. LL	2723-005	1	609-49750-252	108.00	108.00	BEER	
Total 495	513:					_	108.00		
10511	00/00/00	DALICTIC WINE COMPANY	400005		000 40750 050	507.00		\A/INIF	
49514 49514		PAUSTIS WINE COMPANY PAUSTIS WINE COMPANY	192985 192985	1 2	609-49750-253 609-49750-333	597.33 15.00	597.33 15.00	WINE DELIVERY	

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Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
Total 495	514:					_	612.33	
49515	02/22/23	PHILLIPS WINE AND SPIRITS	6540378	1	609-49750-254	127.80	127.80	NA
49515	02/22/23	PHILLIPS WINE AND SPIRITS	6540378	2	609-49750-253	440.00	440.00	WINE
49515		PHILLIPS WINE AND SPIRITS	6540378	3	609-49750-251	2,410.50	2,410.50	LIQUOR
49515		PHILLIPS WINE AND SPIRITS	6540378	4	609-49750-333	83.26	83.26	DELIVERY
49515		PHILLIPS WINE AND SPIRITS	6544059	1	609-49750-251	892.90	892.90	LIQUOR
49515	02/22/23	PHILLIPS WINE AND SPIRITS	6544059	2	609-49750-253	282.50	282.50	WINE
49515	02/22/23	PHILLIPS WINE AND SPIRITS	6544059	3	609-49750-333	34.22	34.22	DELIVERY
Total 495	515:					_	4,271.18	
49516	02/22/23	SOUTHERN GLAZERS OF MN	2310579	1	609-49750-251	8,438.55	8,438.55	LIQUOR
49516		SOUTHERN GLAZERS OF MN	2310579	2	609-49750-333	89.12	89.12	DELIVERY
49516		SOUTHERN GLAZERS OF MN	2313016	1	609-49750-251	1,711.28	1,711.28	LIQUOR
49516		SOUTHERN GLAZERS OF MN	2313016	2	609-49750-333	27.12	27.12	DELIVERY
49516		SOUTHERN GLAZERS OF MN	2313017	1	609-49750-253	191.92	191.92	WINE
49516		SOUTHERN GLAZERS OF MN	2313017	2	609-49750-333	1.55	1.55	DELIVERY
49516		SOUTHERN GLAZERS OF MN	2315405	1	609-49750-251	1,160.05	1,160.05	LIQUOR
49516		SOUTHERN GLAZERS OF MN	2315405	2	609-49750-333	18.60	18.60	DELIVERY
49516		SOUTHERN GLAZERS OF MN	2315406	1	609-49750-253	114.00	114.00	WINE
49516		SOUTHERN GLAZERS OF MN	2315406	2	609-49750-333	1.55	1.55	DELIVERY
Total 495	516:						11,753.74	
49517	02/22/23	VERIZON WIRELESS	9927244168	1	101-42110-321	432.06	432.06	WIRELESS ROUTER/PHONE SVC-POLICE
49517		VERIZON WIRELESS	9927244168	2	101-42280-321	40.01	40.01	CELL PHONE SVC-FIRE
49517		VERIZON WIRELESS	9927244168	3	101-43000-321	164.88	164.88	CELL PHONE SVC-PW
49517		VERIZON WIRELESS	9927244168	4	602-49400-321	120.03	120.03	WIRELESS ROUTER/PHONE SVC-WATER
Total 495	517:						756.98	
49518	02/22/23	VIKING BOTTLING CO.	3125989	1	609-49750-254	206.30	206.30	NA
49518		VIKING BOTTLING CO.	3132292	1	609-49750-254	117.90	117.90	NA
Total 495	518:					_	324.20	
49519	02/22/23	VINOCOPIA	0323404-IN	1	609-49750-251	691.50	691.50	LIQUOR
Total 495	519:					_	691.50	
49520	02/22/23	VISA	8948-030723	2	101-49010-401	54.82	54.82	MENARDS CEILING REPAIR-SR. CENTER
49520	02/22/23	VISA	8948-030723	3	602-49400-212	196.27	196.27	MD MOTORS-F250 PKUP MIRROR-WATER
49520	02/22/23	VISA	8948-030723	4	603-49450-212	196.27	196.27	MD MOTORS F250 PKUP MIRROR-SEWER
49520	02/22/23	VISA	8948-030723	5	101-41940-306	1.47-	1.47-	FINANCE CHARGE-CREDIT
Total 495	520:					_	445.89	
49521	02/22/23	WATSON COMPANY	131837	1	609-49750-217	7.16	7.16	OTHER OPERATING SUPPLIES
49521	02/22/23	WATSON COMPANY	131837	2	609-49750-259	184.19	184.19	OTHER FOR RESALE
49521	02/22/23	WATSON COMPANY	131837	3	609-49750-256	544.48	544.48	TOBACCO
49521	02/22/23	WATSON COMPANY	131837	4	609-49750-333	6.00	6.00	DELIVERY
49521	02/22/23	WATSON COMPANY	132011	1	609-49750-256	956.04	956.04	TOBACCO
49521	02/22/23	WATSON COMPANY	132011	2	609-49750-259	123.05	123.05	OTHER FOR RESALE
49521	02/22/23	WATSON COMPANY	132011	3	609-49750-333	6.00	6.00	DELIVERY

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Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
Total 495	521:					_	1,826.92	
49522	02/27/23	ALLEN JACKSON PROPERTIES	11-4210-00	1	001-10005	88.41 —	88.41	CREDIT ON FINAL WATER BILL
Total 495	522:					-	88.41	
49523	02/27/23	CKW DEVELOPERS	32-1270-01	1	001-10005	12.06	12.06	CREDIT ON FINAL WATER BILL
Total 495	523:					-	12.06	
49524	02/27/23	HAGQUIST, JOSHUA	11-5870-00	1	001-10005	61.84	61.84	CREDIT ON FINAL WATER BILL
Total 495	524:					-	61.84	
49525	02/27/23	JOHNSONS PROPERTIES LLC	31-3350-00	1	001-10005	8.27	8.27	CREDIT ON FINAL WATER BILL
Total 495	525:					-	8.27	
49526	02/27/23	MILLAM, JOEL	31-5540-00	1	001-10005	17.64	17.64	CREDIT ON FINAL WATER BILL
Total 495	526:					-	17.64	
49527 49527		U.S. POSTMASTER U.S. POSTMASTER	022723 022723	1 2	602-49400-322 603-49450-322	229.02 229.01	229.02 229.01	FEBRUARY WATER BILLS-WATER FEBRUARY WATER BILLS-SEWER
Total 495	527:					-	458.03	
49528	03/01/23	FURTHER	16283193-1	1	101-41940-310	13.50	13.50	HSA PARTICIPANT FEES-HALL & ORAZEM
Total 495	528:					-	13.50	
49529	03/01/23	MATTRACKS INC.	41705	1	101-42280-241	15,651.00	15,651.00	BRACKET KIT-POLARIS SIDE-BY-SIDE-FD
Total 495	529:					-	15,651.00	
49530	03/02/23	FURTHER	16351169-1	1	101-41940-310	540.00	540.00	HSA ANNUAL ACCT FEES
Total 495	530:					-	540.00	
49531	03/03/23	MN DEPT OF HEALTH	030323	1	602-49400-208	32.00	32.00	WATER SUPPLY OPERATOR C EXAM-ROELOFS
Total 495	531:					-	32.00	
49532 49532		FIRST HOSPITAL LABORATORI FIRST HOSPITAL LABORATORI	FL00558118 FL00558118		101-43000-305 101-45200-310	400.00 100.00	400.00 100.00	ANNUAL SUBSCRIPTION FEE ANNUAL SUBSCRIPTION FEE
Total 495	532:					_	500.00	
49533 49533 49533 49533 49533	03/10/23 03/10/23 03/10/23 03/10/23	AMAZON CAPITAL SERVICES	1WCV-J7R3- 1WCV-J7R3- 1WCV-J7R3- 1WCV-J7R3- 1WCV-J7R3-	2 3 4	101-41940-201 101-41940-217 101-42110-201 101-43000-221 101-45200-221 101-45500-217	82.05 99.56 19.99 30.98 68.95 234.87	82.05 99.56 19.99 30.98 68.95 234.87	FLASH DRIVES, EXPANDING FILES-CITY TOILET PAPER, GARBAGE BAGS, ETC -CITY FLASH DRIVES-PD SWITCH BOX-PW TRACTOR RADIO-PARKS CLEANING SUPPLIES-LIBRARY
Total 495	533:					_	536.40	

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Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
49534	03/10/23	AUTO BODY TECHNICIANS	3708	1	101-42110-212	628.00	628.00	FENDER REPAIR-PD
Total 495	534:						628.00	
49535	03/10/23	AUTO BODY TECHNICIANS	030723	1	101-45200-580	27,468.78	27,468.78	HUSTLER LAWN MOWER & MULCH KIT-PARKS
Total 495	535:					-	27,468.78	
49536	03/10/23	AW RESEARCH LABORATORIE	53727	1	602-49400-310	101.00	101.00	COLIFORM BACTERIA/E.COLI TESTING
49536	03/10/23	AW RESEARCH LABORATORIE	53959	1	602-49400-310	81.00	81.00	COLIFORM BACTERIA/E.COLI TESTING
Total 495	536:					_	182.00	
49537	03/10/23	BELLBOY CORP.	0098510500	1	609-49750-251	1,804.10	1,804.10	LIQUOR
49537	03/10/23	BELLBOY CORP.	0098516600	1	609-49750-251	117.00-	117.00-	CREDIT LIQUOR
49537	03/10/23	BELLBOY CORP.	0106455200	1	609-49750-259	81.00	81.00	OTHER FOR RESALE
Total 495	537:					-	1,768.10	
49538	03/10/23	BERNICKS	10048411	1	609-49750-254	25.55	25.55	NA
49538		BERNICKS	10048411	2	609-49750-253	55.40	55.40	WINE
49538		BERNICKS	10048411	3	609-49750-252	988.80	988.80	BEER
49538		BERNICKS	10048412	1	609-49750-252	72.00-	72.00-	CREDIT BEER
Total 495	538:					_	997.75	
49539	03/10/23	BIG J'S SERVICE STATION	000108	1	101-43000-212	1,613.30	1,613.30	GAS-PW
49539		BIG J'S SERVICE STATION	000108	2	603-49450-212	535.29	535.29	GAS-SEWER
49539		BIG J'S SERVICE STATION	000108	3	602-49400-212	535.30	535.30	GAS-WATER
49539		BIG J'S SERVICE STATION	000108	4	101-42110-212	960.44	960.44	GAS-POLICE
49539		BIG J'S SERVICE STATION	000108	5	101-42280-212	478.58	478.58	GAS-FIRE
Total 495	539:					-	4,122.91	
40540	00/40/00		0.470.45.400	4	000 40750 054	2.020.70	2.020.70	HOHOD
49540 49540		BREAKTHRU BEVERAGE MN BREAKTHRU BEVERAGE MN	347945403	1 2	609-49750-251 609-49750-333	3,030.79 64.75	3,030.79	LIQUOR DELIVERY
		BREAKTHRU BEVERAGE MIN	347945403	2	609-49750-333	64.75	64.75	DELIVERY
Total 495	540:					-	3,095.54	
49541	03/10/23	BRIAN JOHNSON	7225	1	101-42110-310	225.00	225.00	FORFEITURE TOW
Total 495	541:					-	225.00	
49542	03/10/23	BROTHERS FIRE & SECURITY	W24050	1	101-42110-240	50.00	50.00	FIRE EXTINGUISER INSP-POLICE
49542	03/10/23	BROTHERS FIRE & SECURITY	W24051	1	609-49750-310	40.00	40.00	FIRE EXTINGUISHER INSP - LIQUOR STORE
49542	03/10/23	BROTHERS FIRE & SECURITY	W24052	1	208-49010-310	30.00	30.00	FIRE EXTINGUISHER INSP - SR. CENTER
49542	03/10/23	BROTHERS FIRE & SECURITY	W24054	1	101-41940-310	45.00	45.00	FIRE EXTINGUISHER INSP - CITY HALL
49542	03/10/23	BROTHERS FIRE & SECURITY	W24055	1	602-49400-310	40.00	40.00	FIRE EXTINGUISHER INSP - WATER
49542	03/10/23	BROTHERS FIRE & SECURITY	W24056	1	208-45600-310	45.00	45.00	FIRE EXTINGUISHER INSP - MUSEUM
49542	03/10/23	BROTHERS FIRE & SECURITY	W24057	1	208-45600-310	137.44	137.44	FIRE EXTINGUISHER - MUSEUM
49542	03/10/23	BROTHERS FIRE & SECURITY	W24058	1	101-45500-310	45.00	45.00	FIRE EXTINGUISHER INSP - LIBRARY
49542	03/10/23	BROTHERS FIRE & SECURITY	W24059	1	101-42280-310	100.00	100.00	FIRE EXTINGUISHER INSP - FIRE
49542	03/10/23	BROTHERS FIRE & SECURITY	W24061	1	101-49810-310	40.00	40.00	FIRE EXTINGUISHER - AIRPORT
49542	03/10/23	BROTHERS FIRE & SECURITY	W24062	1	101-43000-310	225.00	225.00	FIRE EXTINGUISHER INSP - PW
49542	03/10/23	BROTHERS FIRE & SECURITY	W24063	1	101-43000-310	1,512.00	1,512.00	FIRE EXTINGUISHERS - PW
49542	03/10/23	BROTHERS FIRE & SECURITY	W24087	1	208-49010-310	68.00	68.00	MAINTENANCE FOR 6 YRS-SR. CENTER
49542	03/10/23	BROTHERS FIRE & SECURITY	W24088	1	609-49750-310	68.00	68.00	MAINTENANCE FOR 6 YRS-LIQUOR STORE
49542	03/10/23	BROTHERS FIRE & SECURITY	W24090	1	101-41940-310	58.00	58.00	MAINTENANCE FOR 6 YRS-CITY HALL

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Total 495								
49543	03/10/23	C & L DISTRIBUTING CO.	1582581	1	609-49750-253	148.45	148.45	WINE
49543	03/10/23	C & L DISTRIBUTING CO.	1582581	2	609-49750-254	42.55	42.55	NA
49543	03/10/23	C & L DISTRIBUTING CO.	1582581	3	609-49750-259	68.00-	68.00-	CREDIT OTHER FOR RESALE
49543	03/10/23	C & L DISTRIBUTING CO.	1582581	4	609-49750-251	268.12	268.12	LIQUOR
49543	03/10/23	C & L DISTRIBUTING CO.	1582581	5	609-49750-252	4,047.75	4,047.75	BEER
49543	03/10/23	C & L DISTRIBUTING CO.	2366000188	1	609-49750-252	33.05-	33.05-	CREDIT BEER
Total 495	543:					-	4,405.82	
49544	03/10/23	CINTAS	4145247296	1	101-45200-310	41.60	41.60	RUGS-GCC
49544	03/10/23	CINTAS	4145247311	1	101-45500-310	40.53	40.53	RUGS-LIBRARY
49544	03/10/23	CINTAS	4145247364	1	101-41940-310	26.56	26.56	RUGS-CITY HALL
49544	03/10/23	CINTAS	4145391211	1	101-43000-434	82.89	82.89	UNIFORMS-PW
49544	03/10/23	CINTAS	4145929114	1	609-49750-310	83.88	83.88	RUGS - LIQUOR STORE
49544	03/10/23	CINTAS	4146115499	1	101-43000-434	82.89	82.89	UNIFORMS-PW
49544	03/10/23	CINTAS	4146636847	1	101-45200-310	41.60	41.60	RUGS-GCC
49544	03/10/23	CINTAS	4146636956	1	101-45500-310	40.53	40.53	RUGS-LIBRARY
49544	03/10/23	CINTAS	4146636988	1	101-41940-310	17.06	17.06	RUGS-CITY HALL
49544	03/10/23	CINTAS	4146786082	1	101-43000-434	82.89	82.89	UNIFORMS-PW
49544	03/10/23	CINTAS	4147254029	1	609-49750-310	95.13	95.13	RUGS - LIQUOR STORE
49544	03/10/23	CINTAS	4147369626	1	101-43000-434	82.89	82.89	UNIFORMS-PW
Total 495	544:					-	718.45	
49545	03/10/23	COAST TO COAST COMPUTER	A2496667	1	101-41310-201	299.98	299.98	TONER-CITY MANAGER
49545		COAST TO COAST COMPUTER	A2496667	2	609-49750-201	299.98	299.98	TONER-LIQUOR
Total 495	545:					_	599.96	
49594	03/10/23	CORE & MAIN LP	S406201	1	602-49400-580	7,424.00	7,424.00	CIP AMI METER PROJECT
Total 495	594:					_	7,424.00	
49595	03/10/23	CRYSTAL SPRINGS ICE	9001440	1	609-49750-259	223.60	223.60	OTHER FOR RESALE
49595		CRYSTAL SPRINGS ICE	9001440	2	609-49750-333	4.00	4.00	DELIVERY
43030	00/10/20	ORTOTAL OF RINGO TOL	3001440	_	000-40700-000	4.00	4.00	BELIVER
Total 495	595:					-	227.60	
49596	03/10/23	DAHLHEIMER DISTRIBUTING C	1840910	1	609-49750-253	92.80	92.80	WINE
49596	03/10/23	DAHLHEIMER DISTRIBUTING C	1840910	2	609-49750-251	172.65	172.65	LIQUOR
49596	03/10/23	DAHLHEIMER DISTRIBUTING C	1840910	3	609-49750-254	68.65	68.65	NA
49596	03/10/23	DAHLHEIMER DISTRIBUTING C	1840910	4	609-49750-252	13,430.20	13,430.20	BEER
49596	03/10/23	DAHLHEIMER DISTRIBUTING C	1845471	1	609-49750-252	119.01-	119.01-	CREDIT BEER
49596		DAHLHEIMER DISTRIBUTING C	1845471	2	609-49750-252	12,750.70	12,750.70	BEER
49596	03/10/23	DAHLHEIMER DISTRIBUTING C	1845471	3	609-49750-251	57.55	57.55	LIQUOR
49596		DAHLHEIMER DISTRIBUTING C	1845471	4	609-49750-254	19.80	19.80	NA
49596		DAHLHEIMER DISTRIBUTING C	1845702	1	609-49750-252	208.00-	208.00-	CREDIT BEER
49596		DAHLHEIMER DISTRIBUTING C	1849971	1	609-49750-253	59.00	59.00	WINE
49596		DAHLHEIMER DISTRIBUTING C	1849971	2	609-49750-254	33.00	33.00	NA
49596	03/10/23	DAHLHEIMER DISTRIBUTING C	1849971	3	609-49750-252	7,491.65 -	7,491.65	BEER
Total 495	596:					-	33,848.99	
49597	03/10/23	DRIVERS LICENSE GUIDE COM	819307	1	609-49750-217	25.23	25.23	I.D. CHECKING GUIDE-LIQUOR
49597	03/10/23	DRIVERS LICENSE GUIDE COM	819307	2	101-42110-437	25.23	25.23	I.D. CHECKING GUIDE-PD

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Total 495	597:					-	50.46	
40500	00/40/00	E O M DUDUICUEDO INO	000404		404 44440 254	404.70	404.70	DU COD TIE
49598 49598		E.C.M. PUBLISHERS, INC.	932164 932456	1	101-41110-351 101-41940-310	124.78 237.89	124.78 237.89	PH FOR TIF CITY TREASURER AD
49598		E.C.M. PUBLISHERS, INC. E.C.M. PUBLISHERS, INC.	932450	1 1	101-41110-351	72.45	72.45	COUNCIL VACANCY AD
49598		E.C.M. PUBLISHERS, INC.	934896	1	101-41110-351	16.10	16.10	ORD. #510
						-		
Total 495	598:					=	451.22	
49599	03/10/23	FRONTIER	011993-2-03	1	609-49750-321	165.47	165.47	PHONE SVC-LIQUOR STORE
49599	03/10/23	FRONTIER	032802-2-03	1	101-42280-321	106.38	106.38	PHONE SVC-FIRE
49599	03/10/23	FRONTIER	072480-2-03	1	602-49400-321	148.13	148.13	PHONE SVC-WATER (6134)
49599	03/10/23	FRONTIER	082197-2-03	1	602-49400-321	1.80	1.80	PHONE SVC-WATER (0121)
49599	03/10/23	FRONTIER	082488-2-03	1	101-49810-321	226.14	226.14	PHONE SVC-AIRPORT (2648)
Total 495	599:					_	647.92	
49600	03/10/23	GLOBAL INDUSTRIAL	120136141	1	101-41940-401	200.00	200.00	MN STATE FLAGS
49600	03/10/23	GLOBAL INDUSTRIAL	120136141	2	101-49810-401	200.00	200.00	MN STATE FLAGS-AIRPORT
49600	03/10/23	GLOBAL INDUSTRIAL	120136141	3	101-45600-437	200.00	200.00	MN STATE FLAGS-MUSEUM
49600	03/10/23	GLOBAL INDUSTRIAL	120136141	4	101-45200-401	581.99	581.99	MN STATE FLAGS-PARKS
Total 496	600:					_	1,181.99	
49601	03/10/23	GOPHER STATE ONE CALL	3020594	1	602-49400-310	1.35	1.35	FEBRUARY LOCATES
Total 496	501:					_	1.35	
49602	03/10/23	GRAINGER	9624396405	1	602-49400-401	66.78	66.78	PUSH BUTTON CONTROL-WATER
Total 496	502:					_	66.78	
49603	03/10/23	HAWKINS, INC.	6401794	1	602-49400-216	20.00	20.00	CHEMICALS
49603		HAWKINS, INC.	6415609	1	602-49400-216	2,636.21	2,636.21	CHEMICALS
Total 496	603:					_	2,656.21	
49604	03/10/23	HERBST REPAIR	152931	1	101-43000-212	677.88	677.88	PLOW TRUCK TURBO REPAIR-PW
Total 496						_	677.88	
49605		HJORT EXCAVATING	2023-029	1	602-49400-310	5,855.00	5,855.00	WATER MAIN BREAK-CENTRAL AVE
		TIBORT EXCAVATING	2023-029	'	002-43400-310	- 3,000.00		WAI LIVINIAIN DIVEAN-OLIVITIAL AVE
Total 496	005:					-	5,855.00	
49606	03/10/23	HOME SECURITY ABSTRACT &	12993	1	101-41940-310	300.00	300.00	PROPERTY REPORT
Total 496	606:					_	300.00	
49607	03/10/23	INDIAN ISLAND WINERY	4949	1	609-49750-253	137.76	137.76	WINE
49607	03/10/23	INDIAN ISLAND WINERY	4949	2	609-49750-333	8.00	8.00	DELIVERY
Total 496	607:					_	145.76	
49608	03/10/23	JIMS MILLE LACS DISPOSAL	211948-0323	1	101-42280-384	25.00	25.00	GARBAGE-FIRE
49608	03/10/23	JIMS MILLE LACS DISPOSAL	211948-0323	2	101-41940-310	90.61	90.61	GARBAGE-CITY
49608	03/10/23	JIMS MILLE LACS DISPOSAL	211948-0323	3	101-45200-384	50.97	50.97	GARBAGE-PARKS

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Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
49608	03/10/23	JIMS MILLE LACS DISPOSAL	212276-0323	1	101-45200-384	95.22	95.22	GARBAGE-PARKS
	03/10/23							
49608 49608		JIMS MILLE LACS DISPOSAL JIMS MILLE LACS DISPOSAL	219225-0323	1	609-49750-384 101-45200-415	86.58	86.58	GARBAGE - LIQUOR CHANGING SHELTER
49000	03/10/23	JIMS WILLE LACS DISPOSAL	3249517-032	1	101-45200-415	148.39	148.39	CHANGING SHELTER
Total 496	808:					-	496.77	
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2242125	1	609-49750-251	427.30	427.30	LIQUOR
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2242125	2	609-49750-333	3.70	3.70	DELIVERY
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2242677	1	609-49750-251	519.30	519.30	LIQUOR
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2242677	2	609-49750-253	722.50	722.50	WINE
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2242677	3	609-49750-333	30.69	30.69	DELIVERY
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2242678	1	609-49750-251	785.00	785.00	LIQUOR
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2242678	2	609-49750-333	9.25	9.25	DELIVERY
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2247009	1	609-49750-253	1,344.87	1,344.87	WINE
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2247009	2	609-49750-251	3,336.68	3,336.68	LIQUOR
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2247009	3	609-49750-333	116.53	116.53	DELIVERY
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2247010	1	609-49750-251	2,689.00	2,689.00	LIQUOR
49609	03/10/23	JOHNSON BROTHERS LIQUOR	2247010	2	609-49750-333	40.70	40.70	DELIVERY
Total 496	609:						10,025.52	
49610	03/10/23	JONS DOOR SERVICE LLC	3461	1	101-43000-401	1,025.00	1,025.00	WEST DOOR-PW
49610		JONS DOOR SERVICE LLC	3486	1	101-41940-401	779.11	779.11	AMBULANCE GARAGE DOOR
Total 496	310:						1,804.11	
49611	03/10/23	KOCHS HARDWARE HANK	022823	1	101-41940-217	70.91	70.91	CLEANING SUPPLIES-CITY HALL
49611		KOCHS HARDWARE HANK	022823	2	101-41940-437	24.99	24.99	BATTERIES-CITY HALL
49611		KOCHS HARDWARE HANK	022823	3	101-42280-217	9.99	9.99	ASH SHOVEL-FIRE
49611		KOCHS HARDWARE HANK	022823	4	101-43000-215	173.21	173.21	SHOP SUPPLIES, FITTINGS-PW
49611		KOCHS HARDWARE HANK	022823	5	101-43000-217	91.94	91.94	KEYS, SNOW SHOVEL-PW
49611	03/10/23	KOCHS HARDWARE HANK	022823	6	101-43000-230	36.98	36.98	GLOVES-PW
49611		KOCHS HARDWARE HANK	022823	7	101-43000-240	59.99	59.99	17 LB BAR-PW
49611	03/10/23	KOCHS HARDWARE HANK	022823	8	101-43000-401	45.98	45.98	PAINT-PW
49611		KOCHS HARDWARE HANK	022823	9	101-49010-401	28.48	28.48	TOILET REPAIR-SR. CENTER
49611	03/10/23	KOCHS HARDWARE HANK	022823	10	101-49810-217	21.96	21.96	CLEANING SUPPLIES-AIRPORT
49611	03/10/23	KOCHS HARDWARE HANK	022823	11	602-49400-322	59.58	59.58	POSTAGE-WATER
49611	03/10/23	KOCHS HARDWARE HANK	022823	12	603-49450-437	87.44	87.44	MISC-SEWER
Total 496	S11:						711.45	
49612	03/10/23	L.E.L.S.	238-0323	1	101-21710	405.00	405.00	MARCH UNION DUES-PD
Total 496	812:						405.00	
49613	03/10/23	LEAGUE OF MINNESOTA CITIE	376877	1	101-43000-208	1,421.25	1,421.25	REGIONAL SAFETY GROUPS TRAINING-PW
Total 496	313:						1,421.25	
49614	03/10/23	M. AMUNDSON LLP	357185	1	609-49750-259	3.60	3.60	OTHER FOR RESALE
49614	03/10/23	M. AMUNDSON LLP	357185	2	609-49750-256	563.23	563.23	TOBACCO
Total 496	614:					-	566.83	
49615	03/10/23	MEYERS MILACA PARTS CITY	2071-022823	1	101-43000-212	21.08	21.08	TRUCK REPAIR - PW
Total 496	:15:						21.08	
10tal 490	, 10.						∠1.00	

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Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
49616 49616		MILACA BLDG CENTER MILACA BLDG CENTER	030123 030123	1	101-43000-401 101-43000-403	75.20 135.80	75.20 135.80	SAKRETE CONCRETE MIX-PW WOOD FOR BARRICADES-PW
Total 496	16:					_	211.00	
49617	03/10/23	MILACA CHAMBER OF COMME	020123	1	101-31410	549.02	549.02	FEBRUARY LODGING TAX
Total 496	17:					_	549.02	
49618	03/10/23	MILLE LACS CO. RECORDER	510	1	101-49200-450	46.00	46.00	ANNEXATION RECORDING FEE
Total 496	18:					_	46.00	
49619	03/10/23	MILLER TRUCKING	6709	1	609-49750-333	90.30	90.30	DELIVERY
Total 496	19:					_	90.30	
49620	03/10/23	MN COMPUTER SYSTEMS INC	365839	1	101-41940-310	65.83	65.83	COPIER MAINTENANCE-CITY
Total 496	20:					_	65.83	
49621	03/10/23	MN DEPT OF HEALTH	1480002-033	1	602-20810	2,430.00	2,430.00	1ST QTR TEST FEE
Total 496	21:					_	2,430.00	
49622	03/10/23	MN DEPT OF HEALTH (2)	MHP-26837-	1	101-45200-437	290.00	290.00	REC FEST & ROTZ CAMPING FEE
Total 496	22:					_	290.00	
49623	03/10/23	MN MUNICIPAL BEVERAGE ASS	030123	1	609-49750-208	1,518.00	1,518.00	ANNUAL CONFERENCE-V JEYS & MARI HANSE
Total 496	23:					_	1,518.00	
49624	03/10/23	MN POLLUTION CONTROL AGE	030123	1	603-49450-310	1,240.00	1,240.00	WASTEWATER PERMIT FEES-SEWER
Total 496	24:					_	1,240.00	
49625		NAPA CENTRAL MN	022823 022823	1	602-49400-212	221.42	221.42	TRUCK PARTS-WATER
49625 49625		NAPA CENTRAL MN NAPA CENTRAL MN	022823	3	603-49450-212 101-43000-212	221.42 28.96	221.42 28.96	TRUCK PARTS-SEWER MISC PARTS - PW
Total 496	25:					_	471.80	
49626 49626		PAUSTIS WINE COMPANY PAUSTIS WINE COMPANY	193990 193990	1 2	609-49750-253 609-49750-333	1,023.00 16.50	1,023.00 16.50	WINE DELIVERY
Total 496		TAGGITO WINE COMPANY	10000	-	000 10700 000	-	1,039.50	SELVEN
49627		PHILLIPS WINE AND SPIRITS	6546762	1	609-49750-251	21.32	21.32	LIQUOR
49627		PHILLIPS WINE AND SPIRITS	6546762	2	609-49750-333	1.85	1.85	DELIVERY
49627		PHILLIPS WINE AND SPIRITS	6550826	1	609-49750-253	116.00	116.00	WINE
49627		PHILLIPS WINE AND SPIRITS	6550826	2	609-49750-251	3,494.45	3,494.45	LIQUOR
49627		PHILLIPS WINE AND SPIRITS	6550826	3	609-49750-333	54.57	54.57	DELIVERY
Total 496	27:					_	3,688.19	
49628	03/10/23	QUILL CORPORATION	30554223	1	101-41940-201	52.47	52.47	COPIER PAPER-CITY
49628		QUILL CORPORATION	30554223	2	101-41110-201	52.47	52.47	COPIER PAPER-COUNCIL

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40000		OLUM A CORPORATION					54.00	Philipping out /
49628		QUILL CORPORATION	30673024	1	101-41940-201	51.99	51.99	BINDERS-CITY
49628		QUILL CORPORATION	30813591	1	602-49400-201	77.99	77.99	HANGING FOLDERS-WATER
49628		QUILL CORPORATION	30813591	2	603-49450-201	77.99	77.99	HANGING FOLDERS-SEWER
49628	03/10/23	QUILL CORPORATION	30848900	1	602-49400-201	96.45	96.45	ENVELOPES-WATER
49628	03/10/23	QUILL CORPORATION	30848900	2	603-49450-201	96.45 -	96.45	ENVELOPES-SEWER
Total 496	328:					-	505.81	
49629	03/10/23	RUIS, MARCIA	9299532	1	101-45200-437	390.00	390.00	CAMPSITE REFUND
Total 496	329:					_	390.00	
49630	03/10/23	SOUTHERN GLAZERS OF MN	2315404	1	609-49750-333	.26	.26	DELIVERY
49630	03/10/23	SOUTHERN GLAZERS OF MN	2317477	1	609-49750-251	578.14	578.14	LIQUOR
49630	03/10/23	SOUTHERN GLAZERS OF MN	2317477	2	609-49750-333	6.20	6.20	DELIVERY
Total 496	330:					_	584.60	
49631	03/10/23	STANTEC	2039292	1	101-41940-310	414.00	414.00	ENGINEERING FEES - GENERAL
49631	03/10/23	STANTEC	2039292	2	101-41120-310	1,928.97	1,928.97	PLANNING & ZONING
49631		STANTEC	2039292	3	603-49450-303	2,276.50	2,276.50	SEWER ENGINEERING FEES
49631		STANTEC	2039293	1	500-43100-303	5,188.15	5,188.15	2021 STREET IMP PROJECT ENGINEER FEES
Total 496			2000200		000 10100 000	=	9,807.62	
49632		STREICHER S	I1616554	1	101-42110-240	- 413.34	413.34	AMMUNITION
Total 496	332:					_	413.34	
						_		
49633	03/10/23	TDS MEDIA DIRECT INC	90926	1	609-49750-343	100.00	100.00	ADVERTISING
Total 496	333:					-	100.00	
49634	03/10/23	TRIO AUTOMATIC MACHINE	31-3840-00	1	001-10005	15.00	15.00	DEPOSIT REFUND
Total 496	334:					_	15.00	
49635	03/10/23	VERIZON WIRELESS	9928764343	1	602-49400-321	117.06	117.06	PHONE SVC WATER TRMT PLANT
Total 496	335:					-	117.06	
49636	03/10/23	VIKING BOTTLING CO.	3132385	1	609-49750-254	421.95 _	421.95	NA
Total 496	336:					_	421.95	
49637	03/10/23	VOLUNTEER FIREMEN S BENE	030123	1	101-42280-433	236.00	236.00	FIREFIGHTER RENEWALS
Total 496	337:					_	236.00	
49638	03/10/23	WATSON COMPANY	132188	1	609-49750-259	49.30	49.30	OTHER FOR RESALE
49638	03/10/23	WATSON COMPANY	132188	2	609-49750-256	1,386.69	1,386.69	TOBACCO
49638	03/10/23	WATSON COMPANY	132188	3	609-49750-217	3.58	3.58	OTHER OPERATING SUPPLIES
49638	03/10/23	WATSON COMPANY	132188	4	609-49750-333	6.00	6.00	DELIVERY
49638		WATSON COMPANY	132304	1	609-49750-256	437.14	437.14	TOBACCO
49638		WATSON COMPANY	132304	2	609-49750-259	155.75	155.75	OTHER FOR RESALE
49638		WATSON COMPANY	132304	3	609-49750-333	6.00	6.00	DELIVERY
49638		WATSON COMPANY	132313	1	609-49750-259	41.19	41.19	OTHER FOR RESALE
10000	55/15/20		.525.0		300 101 00-200	11.10	11.10	

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Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
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Total 496	638:					_	2,085.65	
49639	03/10/23	WEX BANK	87816701	1	101-42110-212	1,444.03	1,444.03	GAS-POLICE VEHICLES
Total 496	639:					-	1,444.03	
49640	03/10/23	YOST, EDWARD	158	1	101-41940-309	125.00	125.00	IT SERVICES-CITY
49640		YOST, EDWARD	158	2	101-42280-309	125.00	125.00	IT SERVICES-FIRE
49640		YOST, EDWARD	158	3	101-43000-309	125.00	125.00	IT SERVICES-PW
49640	03/10/23	YOST, EDWARD	158	4	602-49400-309	62.50	62.50	IT SERVICES-WATER
49640	03/10/23	YOST, EDWARD	158	5	603-49450-309	62.50	62.50	IT SERVICES-SEWER
49640	03/10/23	YOST, EDWARD	158	7	101-42110-309	125.00	125.00	IT SERVICES - POLICE
49640	03/10/23	YOST, EDWARD	159	1	101-41940-309	125.00	125.00	IT SERVICES-CITY
49640	03/10/23	YOST, EDWARD	159	2	101-42280-309	125.00	125.00	IT SERVICES-FIRE
49640	03/10/23	YOST, EDWARD	159	3	101-43000-309	125.00	125.00	IT SERVICES-PW
49640	03/10/23	YOST, EDWARD	159	4	602-49400-309	62.50	62.50	IT SERVICES-WATER
49640	03/10/23	YOST, EDWARD	159	5	603-49450-309	62.50	62.50	IT SERVICES-SEWER
49640	03/10/23	YOST, EDWARD	159	7	101-42110-309	125.00	125.00	IT SERVICES - POLICE
Total 496	640:					_	1,250.00	
49641	03/10/23	ZIEGLER INC.	SI000295187	1	101-43000-221	188.02	188.02	WARRANTY REPAIR-TRAVEL-PW
Total 496	641:					-	188.02	
49642	03/16/23	Damien F. Toven & Associates, LL	1105	1	101-41610-304	1,075.00	1,075.00	CIVIL RETAINER
49642		Damien F. Toven & Associates, LL		1	101-41610-304	4,067.07	4,067.07	CRIMINAL RETAINER
Total 496	642:					_	5,142.07	
49643	03/16/23	MID-MN INSPECTIONS LLC	1117	1	101-42400-300	370.00	370.00	CONTRACTED BLDG OFFICIAL
Total 496	643:					-	370.00	
49644	03/16/23	MILLE LACS COUNTY DAC	40625	1	101-41940-310	471.51	471.51	CLEANING SVCS-CITY HALL
49644		MILLE LACS COUNTY DAC	40625	2	101-45500-310	270.79	270.79	CLEANING SVCS - LIBRARY
49644		MILLE LACS COUNTY DAC	40625	3	101-42280-310	48.83	48.83	CLEANING-FIRE HALL
49644		MILLE LACS COUNTY DAC	40625	4	101-45200-310	77.97	77.97	CLEANING-GORECKI CENTER
Total 496	644:						869.10	
49645	03/16/23	MN PEIP	1269011	1	101-21706	26,784.35	26,784.35	MEDICAL INS -APRIL 2023
Total 496	645:					_	26,784.35	
821322	03/07/23	BENTON COMMUNICATIONS	0238009658-	1	619-49900-321	112.61	112.61	PHONE SERVICE 1099 - DEP REG
821322	03/07/23	BENTON COMMUNICATIONS	0238009658-	2	101-45500-321	45.53	45.53	PHONE SERVICE - LIBRARY
821322		BENTON COMMUNICATIONS	0238009658-	3	101-45200-321	50.53	50.53	INTERNET SERVICE - REC PARK
821322		BENTON COMMUNICATIONS	0238009658-	4	101-43000-321	94.48	94.48	INTERNET SERVICE - PW
821322		BENTON COMMUNICATIONS	0238009658-	5	101-42110-321	64.42	64.42	PHONE SERVICE 3069 - POLICE
821322		BENTON COMMUNICATIONS	0238009658-	6	101-42110-321	42.93	42.93	PHONE SERVICE 5325 - POLICE
821322		BENTON COMMUNICATIONS	0238009658-	7	101-42110-321	77.85	77.85	PHONE SERVICE 6166 - POLICE
821322		BENTON COMMUNICATIONS	0238009658-	8	101-41940-321	57.59	57.59	PHONE SERVICE 3141 - CITY HALL
821322		BENTON COMMUNICATIONS	0238009658-	9	101-41940-321	7.16	7.16	PHONE SERVICE 3142 - CITY HALL
821322		BENTON COMMUNICATIONS	0238009658-	10	101-43000-321	68.67	68.67	PHONE SERVICE 5216 - PW
821322		BENTON COMMUNICATIONS	0238009658-	11	619-49900-321	91.96	91.96	PHONE SERVICE 3143 - DEP REG
821322		BENTON COMMUNICATIONS	0238009658-	12	619-49900-321	7.16	7.16	PHONE SERVICE 3449 - DEP REG

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Total 82	1322:					-	720.89	
821323	03/07/23	BENTON COMMUNICATIONS	0238009623-	1	101-42280-321	100.15	100.15	PHONE SERVICE 3465 - FIRE
Total 82	1323:						100.15	
821324	03/07/23	CENTERPOINT ENERGY	8000014099-	1	101-42280-381	750.17	750.17	FIRE HALL
821324	03/07/23	CENTERPOINT ENERGY	8000014099-	2	208-45600-381	533.66	533.66	HISTORICAL SOCIETY
821324	03/07/23	CENTERPOINT ENERGY	8000014099-	3	101-43000-381	2,385.80	2,385.80	PUBLIC WORKS
821324	03/07/23	CENTERPOINT ENERGY	8000014099-	4	101-49010-381	329.52	329.52	SENIOR CENTER
821324	03/07/23	CENTERPOINT ENERGY	8000014099-	5	101-41940-381	586.25	586.25	CITY HALL
821324	03/07/23	CENTERPOINT ENERGY	8000014099-	6	602-49400-381	769.88	769.88	WATER PLANT
821324	03/07/23	CENTERPOINT ENERGY	8000014099-	7	101-45500-381	1,005.19	1,005.19	LIBRARY
821324	03/07/23	CENTERPOINT ENERGY	8000014099-	8	101-45200-381	287.22	287.22	GORECKI BLDG
Total 82	1324:						6,647.69	
821325	03/07/23	CENTERPOINT ENERGY	5826769-1-0	1	609-49750-381	1,066.74	1,066.74	LIQUOR STORE
Total 82°	1325:					-	1,066.74	
821326	03/07/23	DELTA DENTAL OF MN	CNS0001182	1	101-21712	1,449.94	1,449.94	DENTAL INS
Total 82	1326:						1,449.94	
821327	03/07/23	EAST CENTRAL ENERGY	832400-0323	1	101-43000-381	498.10	498.10	PUBLIC WORKS
821327	03/07/23		832400-0323	2	101-49010-381	110.34	110.34	SENIOR CENTER
821327		EAST CENTRAL ENERGY	832400-0323	3	101-49810-381	313.30	313.30	AIRPORT
821327	03/07/23	EAST CENTRAL ENERGY	832400-0323	4	101-45200-381	163.18	163.18	PARKS
821327	03/07/23	EAST CENTRAL ENERGY	832400-0323	5	101-43000-380	3,075.87	3,075.87	STREET LIGHTS
821327	03/07/23	EAST CENTRAL ENERGY	832400-0323	6	101-42110-437	100.65	100.65	PUBLIC SAFETY
821327	03/07/23	EAST CENTRAL ENERGY	832400-0323	7	208-45600-381	181.31	181.31	HISTORICAL SOCIETY
821327	03/07/23	EAST CENTRAL ENERGY	832400-0323	8	101-45500-381	607.91	607.91	LIBRARY
821327	03/07/23	EAST CENTRAL ENERGY	832400-0323	9	602-49400-381	3,557.36	3,557.36	WATER DEPT
821327	03/07/23	EAST CENTRAL ENERGY	832400-0323	10	603-49450-381	965.64	965.64	SEWER DEPT
821327	03/07/23	EAST CENTRAL ENERGY	832400-0323	11	101-42280-381	1,610.91	1,610.91	FIRE HALL
821327	03/07/23	EAST CENTRAL ENERGY	832400-0323	12	101-41940-381	745.37	745.37	CITY HALL
821327	03/07/23	EAST CENTRAL ENERGY	832400-0323	13	609-49750-381	2,028.32	2,028.32	LIQUOR STORE
Total 82	1327:						13,958.26	
821328	03/07/23	EAST CENTRAL ENERGY	030123	1	212-49000-603	555.56	555.56	RLF LOAN
Total 82	1328:						555.56	
821329	03/07/23	FURTHER-HSA	030123	1	101-21705	8,085.00	8,085.00	MARCH HSA CONTRIBUTIONS
Total 82	1329:					-	8,085.00	
821330	03/07/23	MIDCONTINENT COMMUNICATI	14799080113	1	101-42110-321	133.39	133.39	INTERNET-POLICE
Total 82	1330:					-	133.39	
821331	03/07/23	MN DEPT OF REVENUE	FEBSALEST	1	609-20800	19,590.00	19,590.00	LIQUOR SALES TAX
Total 82	1331:					-	19,590.00	

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			Check is	sue D	ates: 2/13/2023 - 3/	17/2023		Mar 09, 2023 08:45AM
Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
821332	03/07/23	NCPERS GROUP LIFE INS	6272000320	1	101-21709	96.00	96.00	GROUP LIFE INS-MARCH 2023
Total 821	1332:					_	96.00	
821333	03/07/23	UNUM	0691590-001	1	101-21707	841.32	841.32	LIFE, STD, LTD-MARCH 2023
Total 821	1333:					-	841.32	
990000159	02/13/23	AMERICAN FDS-EFTPS	PR0212231	1	101-21708	325.00	325.00	AMERICAN FUNDS AMERICAN FUNDS Pay Per
Total 990	0000159:					-	325.00	
990000160	02/13/23	EFTPS-FED TAXPAYMENT	PR0212231	1	101-21703	2,568.29	2,568.29	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
990000160		EFTPS-FED TAXPAYMENT	PR0212231	2	101-21701	4,269.35	4,269.35	FED/SSI/MEDICARE FEDERAL WITHHOLDING 1
990000160		EFTPS-FED TAXPAYMENT	PR0212231	3	101-21703	2,568.29	2,568.29	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
990000160		EFTPS-FED TAXPAYMENT	PR0212231	4	101-21703	831.03	831.03	FED/SSI/MEDICARE MEDICARE Pay Period: 2/1
990000160	02/13/23	EFTPS-FED TAXPAYMENT	PR0212231	5	101-21703	831.03 -	831.03	FED/SSI/MEDICARE MEDICARE Pay Period: 2/1
Total 990	0000160:					-	11,067.99	
990000161	02/13/23	EFTPS-STATE TAXPAYMENT	PR0212231	1	101-21702	2,378.89	2,378.89	SWT STATE WITHHOLDING TAX Pay Period: 2/1
Total 990	0000161:					_	2,378.89	
990000162	02/13/23	GOVONE SOLUTIONS	PR0212231	1	101-21704	2,896.35	2,896.35	PERA PERA PROTECTIVE Pay Period: 2/12/202
990000162		GOVONE SOLUTIONS	PR0212231	2	101-21704	2,563.98	2,563.98	PERA PERA COORDINATED Pay Period: 2/12/20
990000162	02/13/23	GOVONE SOLUTIONS	PR0212231	3	101-21704	2,958.44	2,958.44	PERA PERA COORDINATED Pay Period: 2/12/20
990000162	02/13/23	GOVONE SOLUTIONS	PR0212231	4	101-21704	1,930.90 -	1,930.90	PERA PERA PROTECTIVE Pay Period: 2/12/202
Total 990						-	10,349.67	
990000163	02/27/23	AMERICAN FDS-EFTPS	PR0226231	1	101-21708	325.00	325.00	AMERICAN FUNDS AMERICAN FUNDS Pay Per
Total 990	0000163:					_	325.00	
990000164	02/27/23	EFTPS-FED TAXPAYMENT	PR0226231	1	101-21703	2,662.14	2,662.14	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
990000164	02/27/23	EFTPS-FED TAXPAYMENT	PR0226231	2	101-21701	4,831.65	4,831.65	FED/SSI/MEDICARE FEDERAL WITHHOLDING 1
990000164	02/27/23	EFTPS-FED TAXPAYMENT	PR0226231	3	101-21703	2,662.14	2,662.14	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
990000164	02/27/23	EFTPS-FED TAXPAYMENT	PR0226231	4	101-21703	878.13	878.13	FED/SSI/MEDICARE MEDICARE Pay Period: 2/2
990000164	02/27/23	EFTPS-FED TAXPAYMENT	PR0226231	5	101-21703	878.13 -	878.13	FED/SSI/MEDICARE MEDICARE Pay Period: 2/2
Total 990	0000164:					_	11,912.19	
990000165	02/27/23	EFTPS-STATE TAXPAYMENT	PR0226231	1	101-21702	2,587.97	2,587.97	SWT STATE WITHHOLDING TAX Pay Period: 2/2
Total 990	0000165:					_	2,587.97	
990000166	02/27/23	GOVONE SOLUTIONS	PR0226231	1	101-21704	3,202.93	3,202.93	PERA PERA PROTECTIVE Pay Period: 2/26/202
990000166	02/27/23	GOVONE SOLUTIONS	PR0226231	2	101-21704	2,802.69	2,802.69	PERA PERA COORDINATED Pay Period: 2/26/20
990000166	02/27/23	GOVONE SOLUTIONS	PR0226231	3	101-21704	3,233.90	3,233.90	PERA PERA COORDINATED Pay Period: 2/26/20
990000166	02/27/23	GOVONE SOLUTIONS	PR0226231	4	101-21704	2,135.28	2,135.28	PERA PERA PROTECTIVE Pay Period: 2/26/202
Total 990	0000166:					-	11,374.80	

501,734.63

Grand Totals:

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-10005	203.22	.00	203.22
001-10100	.00	.00	.00
001-20200	.00	203.22-	203.22-
101-20200	1.47	176,979.96-	176,978.49-
101-21701	9,101.00	.00	9,101.00
101-21702	4,966.86	.00	4,966.86
101-21703	13,879.18	.00	13,879.18
101-21704	21,724.47	.00	21,724.47
101-21705	8,085.00	.00	8,085.00
101-21706	26,784.35	.00	26,784.35
101-21707	841.32	.00	841.32
101-21708	650.00	.00	650.00
101-21709	96.00	.00	96.00
101-21710	405.00	.00	405.00
101-21712	1,449.94	.00	1,449.94
101-31410	549.02	.00	549.02
101-41110-201	52.47	.00	52.47
101-41110-351	213.33	.00	213.33
101-41120-310	1,928.97	.00	1,928.97
101-41310-201	299.98	.00	299.98
101-41510-201	305.00	.00	305.00
101-41610-304		.00	
	5,142.07	.00	5,142.07
101-41940-201	186.51		186.51
101-41940-217	170.47	.00 1.47-	170.47 1.47-
101-41940-306	.00		
101-41940-309	2,375.00	.00	2,375.00
101-41940-310	2,379.96	.00	2,379.96
101-41940-321	64.75	.00	64.75
101-41940-381	1,331.62	.00	1,331.62
101-41940-401	979.11	.00	979.11
101-41940-437	24.99	.00	24.99
101-42110-201	19.99	.00	19.99
101-42110-212	3,032.47	.00	3,032.47
101-42110-240	463.34	.00	463.34
101-42110-309	250.00	.00	250.00
101-42110-310	225.00	.00	225.00
101-42110-321	750.65	.00	750.65
101-42110-437	125.88	.00	125.88
101-42280-212	478.58	.00	478.58
101-42280-217	9.99	.00	9.99
101-42280-241	15,651.00	.00	15,651.00
101-42280-309	250.00	.00	250.00
101-42280-310	148.83	.00	148.83
101-42280-321	246.54	.00	246.54
101-42280-381	2,361.08	.00	2,361.08
101-42280-384	25.00	.00	25.00
101-42280-433	236.00	.00	236.00
101-42400-300	370.00	.00	370.00
101-43000-208	1,421.25	.00	1,421.25
101-43000-212	2,341.22	.00	2,341.22
101-43000-215	173.21	.00	173.21
101-43000-217	91.94	.00	91.94
101-43000-221	219.00	.00	219.00
101-43000-230	36.98	.00	36.98
101-43000-240	59.99	.00	59.99
101-43000-305	400.00	.00	400.00
101-43000-309	250.00	.00	250.00

GL Account	Debit	Credit	Proof
101-43000-310	1,737.00	.00	1,737.00
101-43000-310	328.03	.00	328.03
101-43000-321	3,075.87	.00	3,075.87
101-43000-381	2,883.90	.00	2,883.90
101-43000-401	1,146.18	.00	1,146.18
101-43000-403	135.80	.00	135.80
101-43000-434	331.56	.00	331.56
101-45200-221	68.95	.00	68.95
101-45200-310	261.17	.00	261.17
101-45200-321	50.53	.00	50.53
101-45200-381	450.40	.00	450.40
101-45200-384	146.19	.00	146.19
101-45200-401	581.99	.00	581.99
101-45200-415	148.39	.00	148.39
101-45200-437	680.00	.00	680.00
101-45200-580	27,468.78	.00	27,468.78
101-45500-217	234.87	.00	234.87
101-45500-310	396.85	.00	396.85
101-45500-321	45.53	.00	45.53
101-45500-381	1,613.10	.00	1,613.10
101-45600-437	200.00	.00	200.00
101-49010-381	439.86	.00	439.86
101-49010-401	83.30	.00	83.30
101-49200-450	46.00	.00	46.00
101-49810-217	21.96	.00	21.96
101-49810-310	40.00	.00	40.00
101-49810-321	226.14	.00	226.14
101-49810-381	313.30	.00	313.30
101-49810-401	200.00	.00	200.00
208-20200	.00	995.41-	995.41-
208-45600-310	182.44	.00	182.44
208-45600-381	714.97	.00	714.97
208-49010-310	98.00	.00	98.00
212-20200	.00	555.56-	555.56-
212-49000-603	555.56	.00	555.56
500-20200	.00	107,016.14-	107,016.14-
500-43100-303	5,188.15	.00 .00	5,188.15 101,827.99
500-43100-530 602-20200	101,827.99 .00	24,942.63-	24,942.63-
602-20810	2,430.00	.00	2,430.00
602-49400-201	174.44	.00	174.44
602-49400-208	32.00	.00	32.00
602-49400-212	952.99	.00	952.99
602-49400-216	2,656.21	.00	2,656.21
602-49400-309	125.00	.00	125.00
602-49400-310	6,078.35	.00	6,078.35
602-49400-321	387.02	.00	387.02
602-49400-322	288.60	.00	288.60
602-49400-381	4,327.24	.00	4,327.24
602-49400-401	66.78	.00	66.78
602-49400-580	7,424.00	.00	7,424.00
603-20200	.00	6,051.01-	6,051.01-
603-49450-201	174.44	.00	174.44
603-49450-212	952.98	.00	952.98
603-49450-303	2,276.50	.00	2,276.50
603-49450-309	125.00	.00	125.00
603-49450-310	1,240.00	.00	1,240.00
603-49450-322	229.01	.00	229.01
603-49450-381	965.64	.00	965.64

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Proof	Credit	Debit	GL Account
87.44	.00	87.44	603-49450-437
184,780.44	186,173.57-	1,393.13	609-20200
19,590.00	.00	19,590.00	609-20800
299.98	.00	299.98	609-49750-201
1,518.00	.00	1,518.00	609-49750-208
155.97	.00	155.97	609-49750-217
54,869.34	144.00-	55,013.34	609-49750-251
85,236.42	1,181.13-	86,417.55	609-49750-252
8,544.37	.00	8,544.37	609-49750-253
2,200.44	.00	2,200.44	609-49750-254
5,946.31	.00	5,946.31	609-49750-256
1,479.89	68.00-	1,547.89	609-49750-259
287.01	.00	287.01	609-49750-310
165.47	.00	165.47	609-49750-321
1,205.60	.00	1,205.60	609-49750-333
100.00	.00	100.00	609-49750-343
3,095.06	.00	3,095.06	609-49750-381
86.58	.00	86.58	609-49750-384
211.73	211.73-	.00	619-20200
211.73	.00	211.73	619-49900-321
.00	504,523.83-	504,523.83	Grand Totals:

Dated:	
Mayor:	
City Council:	
•	
-	
City Recorder:	

RESOLUTION NO. 23-07

A RESOLUTION APPROVING A CHARITABLE GAMBLING PREMISES PERMIT

BE IT RESOLVED BY THE MILACA CITY COUNCIL that the City Council hereby acknowledges and approves the Milaca Firefighters Relief Association's charitable gambling premises permit application to Gambling Control Board for lawful gambling.

The following premises so indicated are located within the city limits:

Big J's Service Station – 305 Central Ave N

Any change in application information must be submitted to the City Council within ten (10) days of the change.

Adopted this 16th day of March, 2023.

ATTEST	Mayor Dave Dillan	
Tammy Pfaff, City Manager		

Annual Fee \$150 (NON-REFUNDABLE)

LG214 Premises Permit Application REQUIRED ATTACHMENTS TO LG214 Mail the application and required attachments to: 1. If the premises is leased, attach a copy of your lease. Use LG215

Lease for Lawful Gambling Activity. 2. \$150 annual premises permit fee, for each permit (non-refundal Make check payable to "State of Minnesota."	Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113		
·	Questions? Call 651-539-1900 and ask for Licensing.		
ORGANIZATION INFORMATION			
Organization Name: Milaca Firefighters Relief Association	License Number: 02413		
Chief Executive Officer (CEO) Shawn Kadelbach	Daytime Phone:		
Gambling Manager: Mitchell Wolbert	Daytime Phone:		
GAMBLING PREMISES INFORMATION			
Current name of site where gambling will be conducted: Big J's Se	ervice Station		
List any previous names for this location:			
Billings Service			
Street address where premises is located: 305 Central Ave N (Do not use a P.O. box number	or malling address.)		
City: OR Township: Count	y: Zip Code:		
Milaca Mille	Lacs 56353		
Yes No If no, attach LG215 Lease for Lawfu			
A lease is not required if only a raffle will be conducted. Is any other organization conducting gambling at this site?	Yes No Don't know		
Note: Bar bingo can only be conducted at a site where another for zation or another permitted organization. Electronic games can on	m of lawful gambling is being conducted by the applying organily be conducted at a site where paper pull-tabs are played.		
Has your organization previously conducted gambling at this site?	Yes No Don't know		
GAMBLING BANK ACCOUNT INFORMATION; MUS	T BE IN MINNESOTA		
Bank Name: First National Bank of Milaca	Bank Account Number:		
Bank Street Address: 190 2nd Ave. SW City:	Milaca State: MN Zip Code: 56353		
ALL TEMPORARY AND PERMANENT OFF-SITE ST	ORAGE SPACES		
Address (Do not use a P.O. box number):	City: State: Zip Code:		
1005 Central Ave N	Milaca MN 56353		
	MN		
	MN		

6/15 Page 2 of 2 **LG214 Premises Permit Application** ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION **COUNTY APPROVAL CITY APPROVAL** for a gambling premises for a gambling premises located in a township located within city limits City Name: Milaca County Name: ____ Date Approved by County Board: Date Approved by City Council: Resolution Number: _ Resolution Number: _ (If none, attach meeting minutes.) (If none, attach meeting minutes.) Signature of County Personnel: Signature of City Personnel: Title: _____ Date Signed: _____ Title: _____ Date Signed: _____ TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is Local unit of government applying to conduct gambling activity within the township limits. must sign. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ _____ Date Signed: _ ACKNOWLEDGMENT AND OATH 1. I hereby consent that local law enforcement officers, 6. I assume full responsibility for the fair and lawful operation of the Board or its agents, and the commissioners of all activities to be conducted. revenue or public safety and their agents may enter 7. I will familiarize myself with the laws of Minnesota governing and inspect the premises. lawful gambling and rules of the Board and agree, if licensed, The Board and its agents, and the commissioners of to abide by those laws and rules, including amendments to revenue and public safety and their agents, are them. authorized to inspect the bank records of the gambling Any changes in application information will be submitted to the account whenever necessary to fulfill requirements of Board no later than ten days after the change has taken current gambling rules and law. I have read this application and all information 9. I understand that failure to provide required information or submitted to the Board is true, accurate, and complete. providing false or misleading information may result in the All required information has been fully disclosed. denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license 5. I am the chief executive officer of the organization. approval/denial. elaco Date Signature of Chief Executive Officer (designee may not sign) Data privacy notice: The information requested on this information when received by the Board. Minnesota's Department of Public Safety,

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety,
Attorney General, Commissioners of
Administration, Minnesota Management &
Budget, and Revenue; Legislative Auditor,
national and international gambling
regulatory agencles; anyone pursuant to
court order; other individuals and agencles
specifically authorized by state or federal law
to have access to the information; individuals
and agencies for which law or legal order
authorizes a new use or sharing of
information after this notice was given; and
anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

RESOLUTION NO. 23-08

A RESOLUTION ASSESSING UNPAID CHARGES FOR SERVICE

WHEREAS the Milaca Fire Department responded to a fire call at the listed addresses, and,

WHEREAS the invoice for the service has not been paid,

NOW THEREFORE BE IT RESOLVED BY THE MILACA CITY COUNCIL, that the City Council, pursuant to Ordinance No. 368, hereby assesses the following fire department charge for service against the benefited property for property taxes payable 2024 with a payment period of 1 (one) year and an interest rate of 7 (seven) percent.

PID#	OWNER	ADDRESS OF	DATE OF	ASSESSED
		INCIDENT	INCIDENT	
21-041-0510	Joshua Austin	320 2 nd Ave. NW,	11/10/2021	\$750.00
		Milaca		
21-046-0010	John Przymus	210 Hwy. 23 E.,	01/11/2022	\$500.00
	-	Milaca		
21-046-0010	John Przymus	210 Hwy. 23 E.,	04/05/2022	\$500.00
		Milaca		
21-046-0010	John Przymus	210 Hwy. 23 E.,	06/15/2022	\$1000.00
	-	Milaca		
12-032-0800	Kevin Lillo	7441 Cedar Road,	06/02/2022	\$1312.50
		Milaca		

Adopted this 16th day of March 2023.		
ATTEST	Mayor Dave Dillan	
Tammy Pfaff, City Manager		

City of Milaca Electronic Funds Transfer Policy

Purpose

The purpose of this policy is to establish procedures to prevent fraudulent payments or transfers to employees, vendors, and contractors.

Scope

This policy applies to all city departments and employees that have control over city disbursement transactions and governs the actions of all city employees.

Background

Cities are becoming more transparent with information on the internet and electronic banking is becoming widely accepted. Effective internal control policies and procedures need to be adopted to protect city funds from fraudulently being disbursed.

Fraudsters are using techniques like social engineering tactics, such as impersonation and manipulation, to deceive employees with legitimate-looking correspondence or phone calls to obtain personal information such as bank accounts or address changes that will re-direct payments intended for an employee or vendor. Other forms of social engineering can include phishing, vishing, smishing, malware, pre-texting, baiting, and push notifications.

Often a fraudster will follow city news to learn of newly contracted vendors, and use the information and proper timing to contact the city as the vendor impostor and request the first down payment. Cities should avoid listing dollar/percentage down payment details in city council public meeting information. Commonly used software allows fraudsters to copy or create legitimate looking vendor invoices that include slight changes to the name and address.

Tools to lower risk

Cities can purchase tools and portals to lower the risk of fraudulent disbursement of public funds. Three common tools include:

- Automated Clearing House (ACH) Positive Pay is an online banking fraud mitigation service that allows cities to manage ACH debits and credits posted to your business account via filters and blocks.
- Vendor/Supplier Portal is a portal where vendors enter in critical information (name, address, bank account, tax ID number). Some portal services can validate the information using public and private databases.
- Employee Portal is a portal where employees enter in requested changes to critical information (address, bank account information). Employee portals can be purchased as employee self-service modules within enterprise resource planning (ERP) financial systems.

Processes to prevent fraud

Employee portals and city intranets should utilize duo authentication when available. Following are processes to prevent the fraudulent disbursement of public funds:

Accounts payable

- 1. Vendor payment approvals
 - a. Require at least two approvals within the city for all disbursements of funds.
 - b. Require city manager/administrator or designee approval on large payments exceeding amounts set in city policy.
- 2. Update and review vendor files annually
 - a. Review and correct duplicate vendors in system with minor differences, i.e., LLC or Inc.
 - b. Annually review list of vendors and close or inactivate vendors not currently used by the city.
 - c. Review for unusual activity such as fluctuation in payment amounts, activity for closed vendors, etc.
 - d. Compare vendor information such as phone numbers, address, and bank account information to employee records for other than employee expense reimbursements.
 - e. Develop vendor change form for critical information such as electronic banking information, addresses, or billing practices. These forms should not be provided online, but requested from accounts payable and mailed to trusted information on file.
 - f. Receive verbal communication using trusted information on file regarding all changes on critical information.
 - g. *Always perform a validation transfer (or test deposit) with a blind confirmation for all new vendors or vendors requesting a change in electronic banking information with payments equal to or greater than \$100,000.
- 3. Do not provide copies of contracts on the city website unless payment terms are hidden within council packets.
- 4. Do not provide copies of vendor invoices on the city website.
- 5. Always require a signed Form W-9 from every new payee in advance of making any payments or change in a mailing address. This can be confirmed online or directly with the IRS.
- 6. Require wire transfers to have dual approvals, electronic or verbal authentication, with the banking institution.

Payroll

- 1. Receive both written and verbal communication from the employee, confirming any requested changes to direct deposit banking information.
- 2. Develop employee change forms for critical information such as direct deposit banking information. These forms should not be provided online but requested from finance/human resources or kept on a secure employee intranet. All payroll and records containing data covered by Minnesota Government Data Practices Act must be stored and transmitted securely.

Review and Maintainence of Policy

The city finance department is responsible for maintaining and reviewing this Electronic Funds Transfer Policy.

Date Approved: March 16, 2023		
	Mayor Dave Dillan	
City Manager Tammy Pfaff		



Incident Summary by Incident Type

Date Range: 2/1/2023 to 2/28/2023

Incident Type	# of Incidents
911 Hang Up	3
Accident	5
Agency Assist	13
Alarm	3
Animal	3
Assault	2
Burglary	1
Cdtp	1
Child Custody	1
Civil Issue	1
Community Contact	1
Disturbance	5
Domestic	2
Family Services Referral	15
Fire	1
Firearms Complaint	1
Found Property	6
Fraud-forgery-scam	1
Funeral Escort	3
Gas Drive Off	4
Gas Leak	2
Harassment Complaint	2
Icr Misc	11
Juvenile Complaint	2
Lockout	3
Medical	29
Ofp Violation	3



Incident Summary by Incident Type

Date Range: 2/1/2023 to 2/28/2023

Parking Complaint	2
Property Exchange	3
Public Assist	14
Pursuit	1
Suicidal Party	4
Suspicious Activity	11
Theft	2
Threats Complaint	1
Traffic	65
Welfare Check	11
	Total: 238



March 9, 2023

Tammy Pfaff, City Manager City of Milaca 255 First Street East Milaca, MN 56353

Reference: B-23-CP-MN-0884, City of Milaca

110th Avenue (airport road) Improvements Project

Authorize Preliminary Engineering

Dear Tammy:

As requested, we have prepared a work scope for completing the preliminary engineering work associated with the HUD Community Project Funding grant for the reconstruction of 110th Avenue by the airport. The preliminary engineering includes finalizing the grant documents, completing the environmental review, and preparing a preliminary design. The preliminary engineering phases includes Items 1-7 on the attached detailed work scope for the project.

A basic schedule for the project could be as follows:

Preliminary Engineering April 2023 – November 2023. Final Engineering December 2023 – April 2024. Construction Phase May 2024 – December 2024.

At this time, we request that the City Council authorize completion of preliminary engineering for the 110th Avenue (airport road) Improvements Project.

The Preliminary Engineering work will be completed by Stantec on an hourly basis in accordance with our standard agreement with the City. The estimated cost for the Preliminary Engineering (Items 1-7 on the attached Work Plan) is \$159,700. In addition, we will assist the city in obtaining the services of a geotechnical engineer. The city should also assume a budget amount of \$15,000 for geotechnical services associated with the preliminary engineering phase.

We'd be pleased to meet with you to discuss this matter. Please feel free to contact us if you have any questions or require any additional information.

Sincerely,

Stantec

Phil Gravel

cc: Gary Kirkeby, Public Works

Work Plan

City of Milaca 110th Avenue Project B-23-CP-MN-0884 March 2023

The following is a general listing of the planning and engineering related work for the project. Items 1-7 are considered the Preliminary Engineering Phase. Items 8 and 9 are considered the Final Engineering phase. Item 10 is considered the Construction Phase.

Item 1.0. Community Project Funding (CPF) Assistance

Item 1.1: Funding Management

There are several logistical items that need to happen right away and others that will run the course of the project. Stantec proposes to manage these pieces for the CPF funded project on behalf of the City. They are:

- 1. Reach out to grants officer, Shaina.Y.Glover@hud.gov for initial introduction and to provide her with the Organization's Authorized Representative (OAR); usually the highest-ranking appointed official.
- 2. If the City does not yet have one, apply for a Unique Entity Identifier (UEI) in SAM.gov (replaced the DUNS number).
- 3. Ensure the City's System for Award Management (SAM) account is active.
- 4. Semi-annual reports on Section 3 Economic Opportunity accomplishments are required through the duration of the project using HUD's Disaster Recovery Grant Reporting (DRGR) System (even though this is not a disaster project, still need to use this system). Can be determined later, but this can be done one of two ways:
 - a. Stantec provides information to the City to upload into DRGR, or
 - b. City provides credentials to use the City's DRGR account to upload the information.

Item 1.2: Funding Application

Even though CPF funds have already been appropriated to this project, the City needs to file an official application with HUD. Application components include:

- 1. Detailed Project Narrative capturing the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and anticipated project goals, outputs, or outcomes.
- 2. Line-Item Budget & Narrative
- 3. Federal Forms three Standard Federal Forms are required: SF-424, SF 424 D and SF-LLL Disclosure of Lobbying Activities

Item 2.0. Environmental Review

Our team, along with the designated City representative(s), will meet with the HUD Environmental Manager to discuss the project and review the environmental review process. As the designated "Responsible Entity" (RE), the City must complete the environmental review process. The initial HUD meeting will help to determine the proper Class of Action (COA) for the project. For the purpose of this scope, it is assumed that the project will require an Environmental Assessment (EA) to satisfy the National Environmental Policy Act (NEPA) requirements. If a Categorical Exclusion is met, a 'Categorically Excluded, Subject To §58.5' (CEST) will be completed. The EA will be developed in accordance with 42 U.S.C. § 4321, which requires each federal agency to determine the environmental impacts of its actions. HUD has a portal called HEROS, which collects input from the City, which will be used to determine environmental compliance. Stantec will work to complete the EA within HEROS for the City's review and submittal. The environmental assessment process within HEROS includes an assessment of the following environmental factors:

- Land and Geography.
- Land Cover.
- Soils, Geology, Topography.
- Water Resources.
- Wetlands.
- Drainage and Stormwater Management.
- Climate and Air.
- Greenhouse gases, resiliency, air, noise.
- · Climate change.
- Natural Resources.
- Wildlife and plant communities.
- Historical sites.
- Cumulative Effects.
- Potential Cumulative Effects.

The areas listed above will be reviewed through agency correspondence, desktop reviews, and database searches. Additional review is anticipated for the Cultural Resources to comply with Section 106. Coordination with SHPO will be undertaken and if required, the firm *In Situ* will provide a Phase Ia Literature Review, followed by a Phase I cultural review as needed.

The compilation of the data and analysis oftentimes involves data bases of other agencies. Stantec will contact and coordinate with the regulatory agencies to provide the necessary review documents and clearances to be attached to the NEPA document within HERO. It is assumed that the project will not trigger a mandatory Environmental Assessment Worksheet (EAW) under the Minnesota Environmental Policy Act (MEPA). The EA will be advertised for public notice, following which, with no substantive objections, HUD will Authorize Release of the funds, completing the environmental review process.

Item 3.0. Data Collection – Preliminary Survey

To correctly design the new roadway grading improvements, we believe that a full topographic survey will be needed. Aerial contours and LIDAR information may be utilized to supplement our field survey, but to accurately define the existing and proposed roadway profiles, ditch grades, and culverts, we will plan to utilize a survey crew to complete this work. While on site our crew chief will establish horizontal and vertical control for the project, tying into existing monuments and benchmarks near the project. Our ability to create an accurate CAD surface will lead to an efficient design and development of a proposed corridor.

Prior to the field survey Stantec will submit a Gopher State One-Call (GSOC) utility marking request so that all existing underground utilities will be collected and shown in the final plans so that potential utility conflicts can be addressed in advance of construction.

Item 4.0. Right of Way Acquisition

The 110th Avenue project will require acquisition of dedicated public right-of-way along the entire project corridor. Some temporary construction easements may also be required. Stantec has recently assisted Mille Lacs County with right-of-way acquisition on a similar project (Co. Rd. 1). We estimate that the 110th Avenue project has approximately 20 acquisition parcels.

The <u>objective</u> is to complete and submit to the County for recording, the easement documents for every parcel along this project. The right of way in the form of permanent easements will be acquired in accordance with all applicable state laws and MnDOT requirements, and the Federal Register. All documentation for each parcel will follow the guidelines set forth in MnDOT's Right of Way Manual, State Aid Manual Chapter 5.2 and conform to all federal requirements for acquisition.

The <u>goal</u> of the project is to complete the easement negotiations on time, within the agreed upon budget, and without condemnation. The right of way acquisition is perhaps the most important part of the project requiring additional right of way. We understand the need to administer a fair, open and transparent process of property acquisition that moves efficiently toward securing the land needed to finalize the roadway project.

Stantec staff understands the <u>tasks</u> required in order to complete the project while following all procedures as designated in the Federal and State guidelines. Our experienced staff know the importance of staying focused continuously with these landowners throughout the process, and also the importance of treating every landowner with respect and working with both the landowner and the City of Milaca, Borgholm Township, Milaca Township and Mille Lacs County through the process to complete it correctly, and in a timely manner.

Stantec will establish right of way parcel values and complete the acquisition consistent with the procedures, requirements, and regulations of Minnesota Department of Transportation office of State Aid for Local Transportation, City of Milaca, Borgholm Township, Milaca Township and Mille Lacs County, and other state and federal agencies. Deliverables include:

- Stantec staff will schedule a public listening session, which is intended to give the public an opportunity to ask questions and share information with the right of way agent and City Engineer and Public Works Staff.
- Owner and Encumbrance reports for 20 parcels
 Owner and Encumbrance reports will be completed by a professional title company.
- MDA type appraisals for 20 parcels
 It is expected that for this project, after reviewing the sizes of the additional highway right of way, that there should be no appraisals required. Stantec will complete Minimum Damage Assessments for each parcel.
- Field Title reports for 20 parcels
 A field title report will be complete for each landowner. Information in the report includes
 full names, addresses, interested parties in the property, concerns or questions, email
 and telephone number, and marital status. The standard format will be used.
- Offer letters signed by landowners for 20 parcels.
 Offer letters will be prepared by Stantec and will be sent to landowners after the review and authorization is complete by the County. These letters will be sent certified mail. Two offer letters will be sent, with an envelope included and the landowner will be requested to sign, date, and send back one of the offer letters for verification of the landowner receiving the offer letter.
 Direct negotiations will begin 30 days after the offer letters are sent out.

- A log for each landowner showing the date, time, and conversation.
- Completed Easement documents for recording.

The easement documents will be furnished by the County, and completed by Stantec, and after review and approval by the County, will be signed, and notarized and submitted to the County for recording.

Included in the submission to the County will be verification of section, township, and range, and PID number for each parcel referred to in the recordable documents.

Completed W9 forms.

The completed W9 forms will be submitted with the easement documents to the County.

Monthly progress report

A monthly progress report will be given to the City. If coordination with the City of Milaca staff is required, Linda Brown, the Stantec right of way agent, will set meetings up.

Eminent Domain Proceedings

If there is evidence early in the negotiations that the compensation amount will not be agreed upon by the landowner, and condemnation is eminent, an appraisal will be immediately ordered, and all correspondence will be monitored and documented for possible legal action that may take place.

If eminent domain proceedings become necessary, all documents and exhibits, including photos, landowner agreements, conversations, and other pertinent information will be provided by Stantec to the County.

At least 100 days should be expected in a quick take, for the project to move forward. That is why it is essential to determine as early as possible if there may be evidence that condemnation is inevitable.

Our right of way agent will bring this information to the County as soon as possible and will give all necessary evidence and information needed by the County attorney to move forward with condemnation.

If it appears that the compensation may need to be revised over the agreed upon amount allowed by the negotiator, Stantec staff will consult with the City before proposing the amount to the landowner.

4.1. PRE-RIGHT-OF-WAY ACQUISITION ACTIVITIES:

Early Meeting with City of Milaca, Borgham Township, Milaca Township, Mille Lacs County and Stantec- An early "kick-off" meeting between the City, Township, County, and Stantec is useful to discuss plans, procedures, processes, answer project questions, discuss potential problems, etc. This and any subsequent meetings will be coordinated through the consultant team leader.

Coordination of Staff and Services - A full understanding by all parties is critical to a successful project. Stantec will coordinate all consultant activities to ensure that all tasks proceed as scheduled and in accordance with the workplan. The Title work/ Title Opinion and the Appraisal (if required) will be scheduled and tracked to comply with scheduled offer activity. Design drawings and exhibits will be prepared by the City engineer.

Property Owner Introductory Letter, Questionnaire - Stantec will send out an introductory letter to the property owners early in the project. The letter will inform the property owner of the upcoming acquisition and the size and type of acquisition. The letter will also notify the owner of Stantec' role in the project and request a Field Title form to be completed, along with providing the Stantec contact name and number. A property owner questionnaire will be sent with the introduction letter seeking owner contact information and other parcel information. This data is helpful in the Field Title Investigation process.

Field Title Reviews – Assigned Stantec staff will contact the affected parcel owner. Stantec will verify all information relating to the ownership, use, title, and any other potential encumbrances to the parcel. Stantec will create and submit a Field Title Report for the acquisition. At this time, the "Offer Process" and timelines can be discussed with the property owner.

Title Work – Stantec will use a Title/Abstract Company to prepare an Owner and Encumbrance Report which includes the type of ownership of the property, easements of record and encumbrances that may exist on the property.

Data Book and MDA's - Stantec will use a consultant (Appraiser) to complete a data book for the project. Using the data book, Stantec will complete the Minimum Damage Assessments.

Exhibits - Stantec will prepare the right of way and easement descriptions and parcel sketches and complete the drawings showing the construction limits using the Right of way plat. If revisions are required during negotiations, City of Milaca staff will be informed, and Stantec will make the revisions on the parcel sketched, including the easement descriptions. The easement descriptions will be included in the parcel sketches.

Appraisal – Stantec will complete Minimum Damage Assessments for each parcel. Stantec will use County information, as well as comparable sales when determining the compensation amount.

Offer Letter Preparation – Assigned Stantec staff will prepare the offer letter and obtain the County's approval of the offer letter format. The offer letter will describe the acquisition, the offered amount of compensation, the owners right to an appraisal, and a detailed summary (or appraisal if required) listing the value of the land within the acquisition.

Parcel File Preparation – Assigned Stantec staff will prepare a direct purchase file for the parcel to be acquired. This file will include all acquisition paperwork and a log in written format of the correspondence or conversations with the parcel owner. It will also include title and appraisal reports.

Conveyance Document Preparation – Stantec staff will use the template provided by the County for the conveyance documents and will prepare the temporary and permanent easement documents (conveyance documents) for recording. Documents will be provided to the County for their approval of format.

4.2 RIGHT-OF-WAY ACQUISITION ACTIVITIES:

Acquisition services include (but are not limited to) the following:

- Public meeting with landowners Two days will be scheduled at a convenient location for the landowners with the right of way staff. This meeting is beneficial, and many landowner transactions can be completed over the course of 2 – 8 hour workdays. Typically, the time is from 11 am to 7 pm to accommodate both daytime and nighttime preferences.
- Prepare and keep current an "Acquisition Status Table" that provides a synopsis of the acquisition status of the parcel.
- Deliver offer letter to owners and begin negotiations.
- All written and oral communication will be documented within each file.
- Stantec will discuss administrative settlement proposals with the City.

• Once the documents are executed and notarized, Stantec will prepare a payment request form and completed a W-9 form to the County for processing of payment to the property owner.

Purchasing Agent Qualifications - Stantec staff is a licensed Minnesota Real Estate Salesperson (as required by law) who is experienced in the area of real estate negotiations. Linda Brown is a commissioned Notary Public.

Direct Purchase Procedures - All direct purchase activities will be conducted in accordance with the State's R/W Manual and the Uniform Relocation Assistance and Real Property Acquisition Act Regulations.

Last Written Offer - Due to the condemnation law and the 20% and 40% thresholds for payment of property owner's costs, Stantec and the County should review the acquisition and negotiations and decide whether to send the owner a last written offer prior to condemnation. This last written offer may not be accepted by the owner, but it may alleviate the County's payment of the property owners attorney's fees and other professional fees.

Eminent domain legal services are not included in this proposal. If an agreement cannot be reached with the County and an adjoining landowner, the process of Eminent Domain may have to be invoked. If this is the case, the County attorney will need to be consulted. If condemnation is required, Stantec will prepare for necessary hearings, attend the hearing, review the information, and submit all necessary information the County attorney.

Tri County Abstract will be a sub consultant preparing the Owner and Encumbrance reports.

Item 5.0. Wetland Delineation and Permitting

We anticipate the wetland delineation will be completed the first week in May with a decision for the wetland delineation by the end of June 2023.

We have reviewed National Wetland Inventory maps and the Natural Resource Conservation District soils map and have determined up to at three to five wetlands exist along the proposed improvement route. Some of the wetlands have been split by the road and exists on both sides of the road. Wetlands are regulated in Minnesota and proposed impacts from road improvements need to be quantified, permitted for, and replaced. Wetland delineation and permitting will be completed as described below.

Wetland Delineation

This project involves delineation of wetlands adjacent to 110th Avenue. The delineation investigation area will be approximately 70 feet from the centerline on both sided of the road. Wetlands will be delineated using standard delineation methodology described in the 1987 Army Corps of Engineers Wetland Delineation Manual as required by Section 404 of the Clean Water Act and the Wetland Conservation Act. The length of the project is approximately 1- mile. We will review the road corridor in the field and determine if wetlands and wet ditches exist within the investigation area. Areas determined to be wetland will have the boundaries marked in the field with pink flagging. Investigation plots and transects will be completed to document the wetland boundary. The wetland boundary will be surveyed with sub-meter global positioning system (GPS) to be placed on construction documents so final wetland/water resource impacts areas, wetland type, and impacted plant communities can be determined for the permit. Per the agency requirements we will also investigate the area for "wet ditches." Wet ditches are wetlands that have formed in the road ditch but are not natural wetlands. Impacts to wet ditches need to be quantified but typically replacement of wet ditches is not required. The wet ditches will be surveyed in the field with a sub-meter global positioning system (GPS) but not staked with pink flagging.

A wetland delineation report will be prepared for the project that includes all necessary documentation and figures to comply with federal, state, and local agencies requirements.

The wetland delineation report will include:

- Site location map
- National Wetland Inventory (NWI) map
- Soil Survey map
- MN Dept. of Natural Resources Public Waters Map
- Recent aerial photo with sampling point locations, site boundary, and wetland boundaries (if determined to be a wetland)
- Completed wetland delineation data forms corresponding for sampling point locations.

Stantec will also meet with a Wetland Conservation Act Technical Evaluation Panel and U.S. Army Corps of Engineers (if available) to review the wetland boundaries in the field and to explain the wetland boundaries and adjust them, if necessary, as part of the wetland delineation approval.

Wetland and Water Resource Permits

Based on the wetlands being located directly adjacent to the road we expect that wetland impacts are likely to occur and will need to be permitted. We have reviewed the Minnesota Department of Natural Resourced (MNDNR) Protected Waters and Wetland Map and there are no protected waters within the study areas so no MNDNR permit will be necessary. The wetland and water resource approvals required for this project will be Section 404 of the Clean Water Act regulated by the U.S. Army Corps of Engineers and the Wetland Conservation Act (WCA) regulated by the WCA Local Governmental Unit (LGU). We will complete the permit application for this project. If wetland impacts are proposed that require replacement, we will determine if the project qualifies for the Local Government Road Wetland Replacement Program (LGRWRP). Projects that qualify for the LGRWRP will have the proposed wetland impacts replaced by the Board of Water and Soil Resources. If the project does not qualify for the LGRWRP we will contact private wetland bankers that are within the same watershed and get prices for wetland replacement credit and coordinate purchase of the wetland credit as part of the permitting.

Item 6.0. Geotechnical Investigation and Report Assistance

We will assist the city in hiring a geotechnical services consultant to complete a subsurface exploration and the soils report for the project. The geotechnical consultant will complete geotechnical soil borings along the project corridor. They will then prepare a final soils report, including the roadway section, excavation, and backfilling recommendations.

Item 7.0. Preliminary Roadway Design

Preliminary project design will be completed to determine a general alignment, general grade, and a design typical street/ditch section. The preliminary design information will be used to determine right-of-way and easement acquisition needs.

The preliminary design will be guided by the information in hand and the discussions with project stakeholders. The goal will be to provide a roadway design generally following FHWA, MnDOT, and County standards, even though this a local jurisdiction roadway. The existing gravel surface is approximately 26-feet wide. It is anticipated that the design pavement width will be 26 to 28 feet wide with 3- to 4-foot-wide gravel shoulders on each side of the road. Efforts will be made to minimize impacts to adjacent property owners, existing underground utilities, adjacent wetlands, and environmentally sensitive areas.

All preliminary design work will be guided and supervised by an engineer registered in the state of Minnesota. The project manager will document design decisions being made and will provide periodic updates to the City. The roadway drainage, ditch grading and hydraulics will play a significant role in the preliminary design. Input from the City will be solicited to better understand any historical drainage concerns or related utility issues that need special attention.

Once the preliminary design is completed, we will coordinate a utility kickoff meeting with all utility companies with facilities on the project to share project information and to troubleshoot any potential conflicts. Stantec will manage the invitations, agenda, and meeting minutes.

Item 8.0. Final Roadway Design (not part of preliminary phase)

Once preliminary engineering has been completed (including grant execution, environmental review, and right-of-way acquisition), the Final Design phase can occur. Comments and suggested revisions to the preliminary design will be incorporated into the final design and construction drawings. The roadway alignment and profile will be finalized, paying special attention to driveway slopes, culverts, and ditch grading. Depending on what the wetland delineation uncovers, we may need to make some adjustments to help minimize wetland impacts.

We will hold a 60% final design meeting with the City to review the work to date, to discuss any critical decisions needed, and to confirm the project schedule and estimated costs. Temporary traffic control and detours will be an important topic and may require input from the Townships. Following the 60% final design meeting we will work towards final construction plans and the items needed for the project manual. Final plans will be sent to the necessary review agencies. A schedule of bid items, and engineers estimate, and any special provisions will be included in the project manual.

Item 9.0 Bidding (not part of preliminary phase)

Stantec will assist Milaca with the competitive bid process for the project. Any specific requirements for the bidding process will be reviewed with the grant agency. Stantec's project manager will be available by phone or email to help address any questions from prospective bidders. Any necessary addendums during the bidding process will be communicated to the City along with any revised plan sheets or specifications needed. Stantec will also be available to review bid pricing or to assist in the City on contract award recommendations.

Once the project has been awarded, Stantec will prepare the MPCA's NPDES Storm Water permit. The Contractor will be assigned as the permittee and will be required to pay for the application. Electronic and hard copies of the project plans will be delivered to the City.

Item 10.0 Construction Services (not part of preliminary phase)

During the construction phase, Stantec will provide construction administration services, survey, staking, and project inspection. We will assist the city in obtaining the services of a geotechnical services. We will also assist the city with the final project close-out process.

Milaca - 110th Ave Project

TRAILER QUOTES FOR FIRE DEPARTMENT

RIGHT AUTO INC \$6,452.50

POWER LODGE \$9,915.00

BILL OF SALE	DATE	3/09/2023	STOCK #: 662	113
BUYER INFORMATION:	SELLER IN	FORMATION:		
MILACA FIRE DEPARTMENT	RIGHT 6540 U	AUTO INC S HWY 169 ETON, MN 55371		
, MN county:	763-389			
HOME: WORK: CELL: D.L./STATE ID #: STATE: EXP. DATE:				
D.L./STATE ID #: STATE: EXP. DATE: D.O.B.:	SALESDES	SON: JOSH VACCARI		
VEHICLE INFORMATION.				
V= 0000	VIN: 1R9U STYLE: TANI		LEAGE: 1	
MAKE DIDCELINE	CYL:		CENSE #: 'ATE:	
41 1711 040	TRANS: AUTO		оск: 662113	
TRADE-IN INFORMATION:				
YEAR: COLOR:		SEI	TLEMENT	
MAKE: MILEAGE:			VEHICLE PRICE	6,300.00
MODEL: BODY:		Documentary Fee:		99.00
VIN:			SUBTOTAL	6,399.00
BALANCE OWED TO:		Sales Tax:		N/A
		Registration Tax:		5.00
BALANCE OWED: \$ 0.00 GOOD THROUGH:		Plate Fee:		
ALLOWANCE: \$ 0.00 QUOTED BY:				13.50
		Public Safety Vehicle F	ee:	3.50
INSURANCE INFORMATION:		Transfer Tax:		10.00
INSURANCE INFORMATION: COMPANY:		Title / Transfer Fee:		8.25
AGENT:		State / Deputy Filing Fe	e:	11.00
PHONE: POLICY #:		Lien Recording Fee:		N/A
LIEN HOLDER INFORMATION:		Wheelage Tax:		N/A
COMPANY:		Late Transfer Penalty:		N/A
STREET: CITY, STATE, ZIP:			0.000	2.25
OIT, STATE, AF.		Title Technology Surch	arge.	2.25
REMARKS:		Doveff on Toods in		NI/A
Hempting.		Payoff on Trade-in:		N/A
VEHICLE WARRANTY:				
 Express Warranty. This vehicle is sold with an express warranty provided to You also may obtain a written copy of such warranty from the dealer upon re 		*		
☐ No Express or Implied Warranty. AS IS: This vehicle is being sold				
ALL FAULTS". Buyer assumes the entire risk as to the quality and	d performance		TOTAL DUE	6,452.50
of the vehicle. Unless Seller makes a written warranty, or enters contract within 90 days from the date of this contract, Sell		TDADE IN ALL CAS		0,402.00
warranties, express or implied, on the vehicle, and there will I	be no implied	TRADE-IN ALLOW		
warranties of merchantability or of fitness for a particular purpose does not affect any warranties covering the vehicle that the manufacture			POSIT N/A	
Seller neither assumes nor authorizes any other person to assume for	it any liability in	B DOWN PAY	MENT 6,452.50	
connection with the sale of such vehicle and the related products and ser CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The in				
see on the window form for this vehicle is part of this contract. Information on the	he window form		TOTAL CREDIT	6,452.50
overrides any contrary provisions in the contract of sale. Spanish Translat compradores de vehículos usados. La información que ve en el formulario		☑ Cash ☐ Finance	BALANCE DUE	0.00
para este vehículo forma parte del presente contrato. La información del fe	ormulario de la	If financed, please see your ins	stallment sales contract	for information
ventanilla deja sin efecto toda disposición en contrario contenida en el contrato		about finance charge, insurance,		
Buyer hereby declares that they are of legal age to transact business and the documents that Buyer signs contemporaneously with this agreement, including Seller and cancels and supersedes any prior agreement including oral agree IMPORTANT: THIS MAY BE A BINDING CONTRACT AND ACCORDING TO ITS TERMS.	ing any retail ins ments relating to	tallment contract, contain the earth the sale of the motor vehicle.	entire agreement between	een Buyer and
X 3/09/23 X		3/09/23 X	N/A	
Accepted by Authorized Representative of Seller Date Buyer FZ-MN-BOS rev. 10/22		Date Co-Br	•	Date er Computing, LL
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SALES - SERVICE - STORAGE www.powerlodge.com

POWER LODGE - MILLE LACS 33972 HWY 169 ONAMIA, MN 56359

P: (320) 532-3860 F: (320) 532-3764

POWER LODGE – BRAINERD 17821 STATE HWY 371 BRAINERD, MN 56401 POWER LODGE - TWIN CITIES 6781 HWY 10 WEST RAMSEY, MN 55303

P: (218) 822-3500 F: (218) 822-3511 P: (7

P: (763) 576-1706 F: (763) 576-1710

NAME	MILACA FIRE	DEPARTMENT	INVOICE#			Lien Holder			
ADDRESS				DATE	PERSO	N ERICJS	\\/\ QED		
прыны	MILACA, MN	56353	EMAIL	firechief@mil			WASER		
HOME	3209833360		WORK	3209833141	•		MOBILE	320983314	2
	I PURCHASES								
N/U YI	EAR MAKE	MODEL	DESC	RIPTION	CC	LOR	VIN		PRICE
New 20	24 ALUMA	8116TA-EL-R	TAND	EM AXLE UTIL	ITY				\$9,499.0
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	RIES / PARTS					Total Unit	Price		\$9,499.00
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						Labor Destination	n Charge		\$0.00 \$150.00
						Assembly			\$99.00
						Delivery F			\$0.00
						UCC Fee			\$0.00
							aintenance C	Contract	\$0.00
						Extended '	Warranty Co	ntract	\$0.00
						GAP		–	\$0.00
							ARD - Non C	cash Fee	\$0.00
						CU Member	ersnip Fee y Surcharge		\$0.00 \$0.00
						Less Trade			\$0.00
						Subtotal			\$9,748.00
						Document			\$125.00
						License/Re			\$42.00
						Battery Pro	gram S Pavoff		\$0.00 \$0.00
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CO-BUYE	R SIGNATURE:	7				,			
DEALER S	IGNATURE:						DATE:		



Planning Report

Date: March 13, 2023

To: Milaca Planning Commission

From: Phil Carlson, AICP, Phil Gravel, PE, Stantec

Request: Planned Unit Development Amendment, Preliminary & Final Plat

Boulder Ridge 4th Addition, Boulder Ridge Residential PUD

Owner: CKW Developers

Applicant: Shawn William, CKW Developers

Address: 11th Avenue NE and 8th Street NE

PIDS: 21-130-0170, 21-130-0520, 21-130-0530, 21-130-0540, 21-130-0550

Zoning: R-2 – 1 & 2 Family Residential

INTRODUCTION

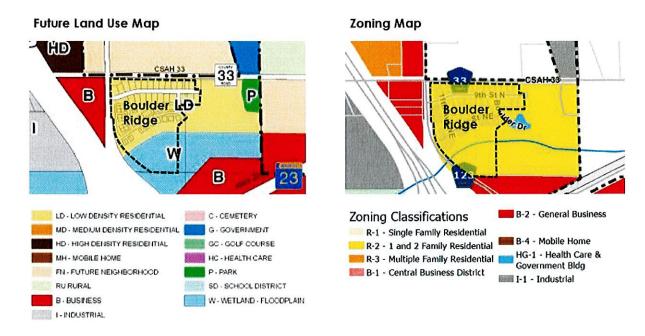
The Boulder Ridge residential plat is a partially developed PUD with 27 single family lots, 20 lots for duplex and fourplex units, and 12 outlots for future development. The current request is to revise the PUD and plat to change four of the outlots that were proposed as fourplexes (16 units) to 6 duplex lots (12 units) on Outlots B, C, D, and E. Only one new duplex on what is now Outlot B is proposed to be built at this time. The arrangement of the private streets serving this part of the development – 11th Avenue NE and 8th Street NE – will not change, and the general location of the structures on the new lots would not change significantly from the previous plat.



The property is guided Low Density Residential and zoned R-2-1 & 2 Family Residential. See map excerpts on the next page. The PUD is a zoning overlay that regulates how it is to be developed.



Re: Boulder Ridge 4th Addition - PUD & Plat



Planned Unit Development

Milaca's PUD zoning district standards note the following:

156.043 (A) *Purpose.* The purpose of the planned unit development district (PUD) is to permit great flexibility in the use and design of structures and land in situations where modification of specific provisions of this chapter will not be contrary to its intent and purpose or significantly inconsistent with the planning on which it is based, and will not be harmful to the neighborhood in which the districts occur.

The original PUD was approved in 2004 with variations from the zoning standards of lot size and lot frontage requirements. Undeveloped portions of the plat are reserved in outlots. Some of the single family, duplexes, and fourplexes in Boulder ridge are built, but not all of the lots. The current request stays within the general provisions and intent of the previous PUD approval and the reconfigured outlots will reduce the overall density on the property. See graphics at the end of this report.



Re: Boulder Ridge 4th Addition - PUD & Plat

RECOMMENDATION

The proposed plat and PUD amendment are relatively minor and reasonable. The request should not be controversial.

We recommend that the Planning Commission recommend approval of the revised PUD and Boulder Ridge 4th Addition preliminary and final plat, with the following conditions:

Conditions of Approval

- 1) The applicant will submit a full preliminary and final plat, to be reviewed and approved by the city engineer and city attorney and recorded with the county prior to a building permit being issued for the proposed duplex on Outlot B or other future development.
- The applicant will submit plans and information on grading, drainage, stormwater management, water and sewer as required by the city engineer.

Findings of Fact for Approval

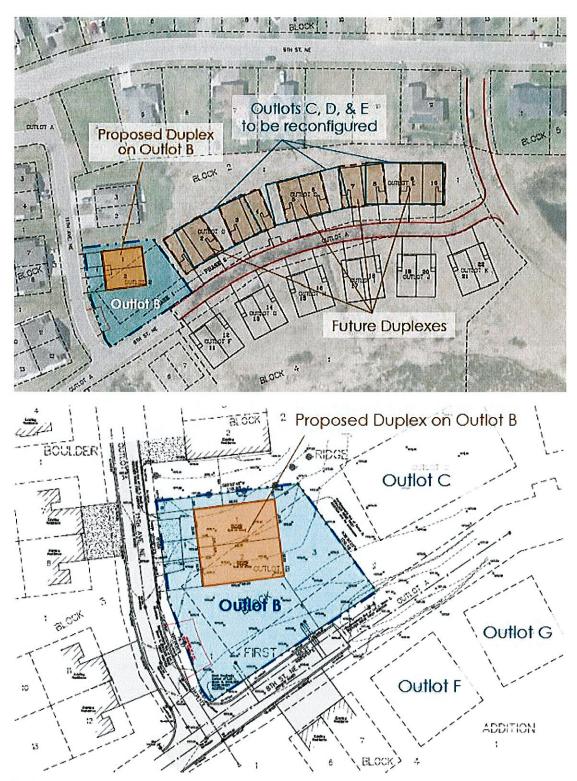
- 1) The Boulder Ridge plat was approved in 2004 with a variety of housing types under the city's PUD zoning standards.
- 2) The current request reconfigures some of the outlots, changing from 16 units in fourplexes to 12 units in duplexes.
- 3) The proposed changes meet the intent and purpose of the city's PUD standards.

60-DAY DEADLINE

The application was received on February 14, 2023. The PUD amendment – a zoning application – has a 60-day deadline for final action. The preliminary plat has a separate 120-day deadline. The deadline for final action by the City Council per State statue 15.99 on the PUD is April 16, 2023; the deadline for the preliminary plat is June 15, 2023. As a practical matter, both actions will likely be handled at the same meeting.



Re: Boulder Ridge 4th Addition - PUD & Plat



Design with community in mind

PRELIMINARY SUBDIVISION PROCEDURES

City of Milaca

PROCEDURE

1. Application for Permit

Application for the issuance of a Preliminary Subdivision shall be made in writing and referred by the Zoning Administrator to the Planning Commission. All of the filing requirements must be submitted 20 days prior to the regular Planning Commission meeting at which the review is to be held. All required information must be received before the applications will be placed on a Planning Commission meeting agenda. The application shall contain a written and graphic explanation of the request. The applicant shall also, at the time of filing such application, pay a fee of \$200.00 plus \$10 per purposed lot or dwelling, as well as a \$2,000.00 escrow fee for associated engineering and legal expenses.

2. Public Hearing

The Planning Commission shall hold at least one public hearing on each application for a Preliminary Subdivision after notice of the hearing has been published in the official newspaper for at least 10 days before said hearing. The Planning Commission shall also cause a notice to be mailed to each of the owners of property located within 350 feet of the boundary lines of the property upon which such use has been requested. The Planning Commission decision will serve as a recommendation to the City Council and the final decision will be made by the City Council. The applicant or a representative thereof shall appear before the Planning Commission in order to answer any questions concerning the proposed preliminary subdivision.

3. City Council Action

The Planning Commission shall make a recommendation for approval, approval with stipulations or disapproval to the City Council at their next meeting. The Preliminary Subdivision becomes effective upon City Council approval and filing of any necessary papers, if they are required.

CITY OF MILACA



255 1st ST E
MILACA MN 56353
(320) 983-3141
(320) 983-3142 FAX
www.cityofmilaca.org

APPLICATION FOR PRELIMINARY PLAT REQUEST

Application is hereby made for a Preliminary Plat for

BOULDER RI	DGE FOURTH	ADDITION	CKW	DEVALOPERS	
Subdivision Name		Owner'	s Name		
Legal Description PART OF	on of Property: LOT BLOCK TIRST ADDITIO	(2 AND	BUTLET	B - BOULD	er,
RIDGE #	FIRST ADDITIO	N, MILLE	LALS C	COUNTY , MN	
				'	
Address of Prop	perty: (N/A)				
	CKM DEVEL	.07ERS	···		
Owner Address	: 11428 293 Street Address	SP AVE			
	PRINCETON	m	m	5537	,
	City		State	Zip Coo	le
Telephone:	(412) 282	-6260		****	
Applicant's Nam	ne: SHAWN	WILLIAMS	•		
Applicant's Add	ress: <u>11428</u>	293 Rd +	WE		
	Street Address	_	nent	5537	7/
	сіту		State	Zip Co	de
Applicant Telep	hone: (612) Ze	2-6260)		

The following information is submitted in support of this application:
Completed Application for Preliminary Plat + Amendment 10.00
Fee of \$200 plus \$10 per proposed lot or dwelling unit Sa.14.23
Escrow Fee of \$2000 for associated engineering and legal expenses
Legal Description of property attached
16 copies of a Site Plan
Other
I fully understand that all of the above required information must be submitted at least 20 days prior to the Planning Commission meeting to ensure review by the Planning Commission on that date.
Applicant's Signature
Date FEB 14 2023
Comments/Revisions 2023 - BEINGING IN (1) TWIN HOME
2024 - WOULD LIKE to BRING (2) MORE IN,

Received By:
City Agent's Signature Clubins at he
Date 02.14.23

PRELIMINARTY PLAT DATA REQUIREMENTS

The owner or subdivider shall prepare a preliminary plat that conforms to the City's Subdivision Code and contain the following information:

Identification and Description.

- 1. Proposed name of subdivision, not the same as any existing subdivision.
- Date and North Point.
- 3. Scale of Plat, not less than one (1) inch to two hundred (200) feet. The plat shall utilize a bar scale. (Standard Engineer Scale).
- 4. Indication of any proposed covenants.
- 5. Location map indicating location of proposed subdivision in relationship to general known area.
- 6. Legal description of proposed subdivision.
- 7. Title opinion of title insurance policy indicating fee ownership of land to be subdivided.

Existing Conditions and Proposed Design Features.

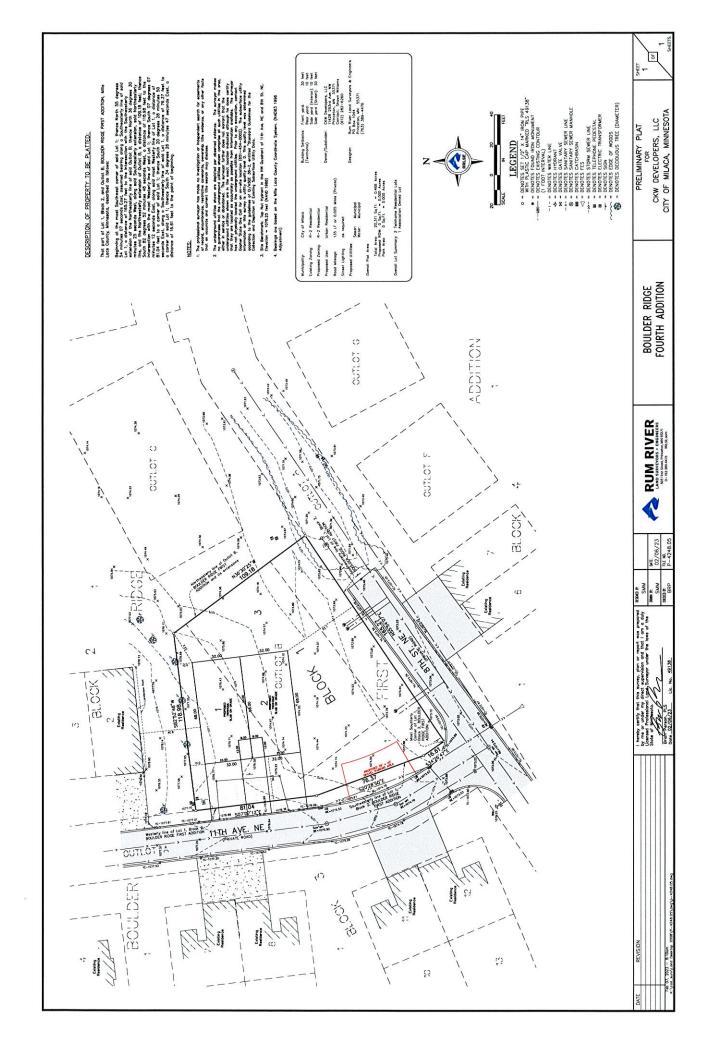
- 1. Boundary line of proposed subdivision to such a degree of accuracy that no major changes are necessary in preparing the plat.
- Zoning of land within and abutting the subdivision within three hundred (300) feet.
- Layout, dimensions and acreage of proposed lots and blocks.
- 4. Name, location and right-of-way width of existing or proposed streets, highways, alleys, sidewalks, and pedestrian ways.
- 5. High water mark of all lakes, rivers, streams and wetlands.
- 6. Location and dimensions of existing and proposed public sewer and water systems.
- 7. Existing and proposed storm water drainage system including drainage easements and drawing or water movements. Data should include sizes, grades, catch basin locations, manholes, hydrants, street pavement width and type.
- 8. Boundary lines of adjoining un-subdivided or subdivided land adjoining the purposed plat.
- 9. Proposed zoning changes, if necessary.
- 10. Minimum front, side, and rear yard setbacks as required the Zoning Ordinance.
- 11. Location, dimensions, sizes of areas, other than streets, alleys, pedestrian ways, and utility easements, proposed to be dedicated or reserved for public uses.

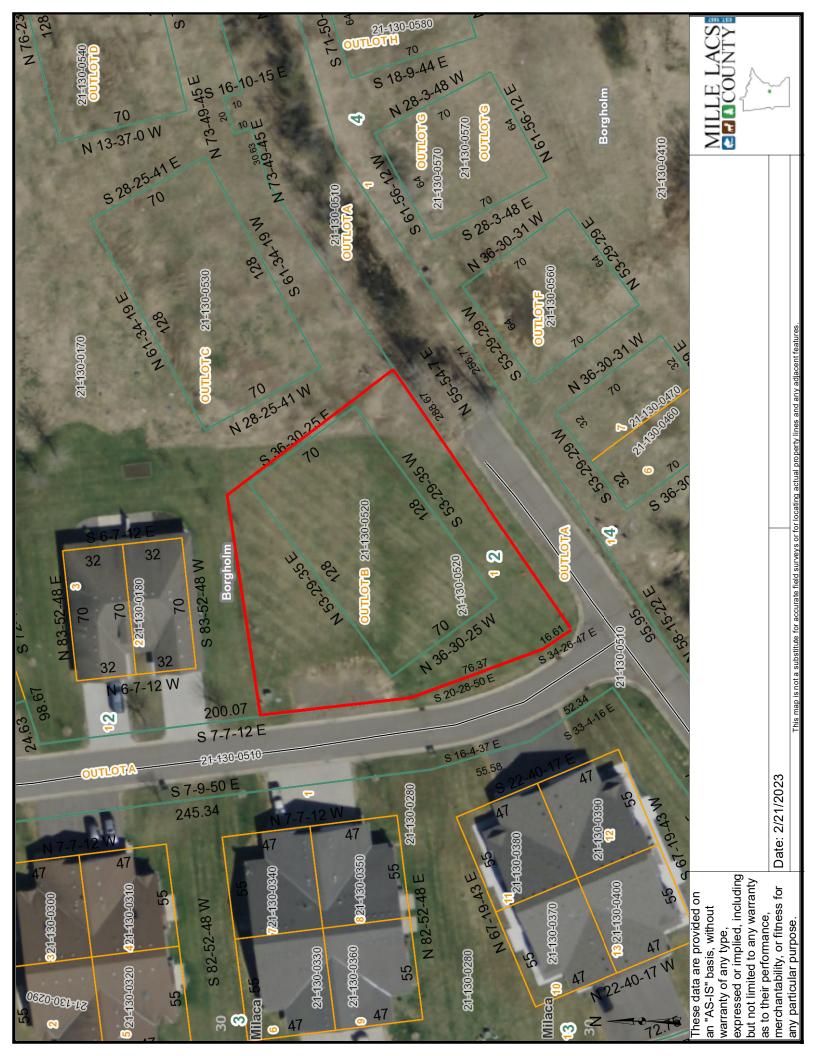
12. Existing topography, including contour lines at two (2) foot or less, intervals. Water courses, wetlands, rock outcrops, power transmission poles and lines, and other significant features shall also be shown. United States Geological Survey (U.S.G.S.) Data may be used for all topographic mapping where feasible.

<u>Supplemental Information</u>. The following information may be required if it is deemed necessary and appropriate by the Zoning Administrator.

- 1. Soil survey, grading plan, soil erosion and sediment control plan, and landscaping plan.
- 2. Statement of proposed use of development including type and number of structures and units.
- Statement of adequacy of existing or proposed utilities to accommodate or serve the proposed development.
- 4. Statement relative to the relationship of the proposed subdivision with existing or potential adjacent subdivisions.
- 5. Statement of estimated costs of proposed required improvements.
- 6. Other information deemed necessary by the Zoning Administrator, Planning Commission, City Council or City Engineer.
- 7. Soil borings and percolation tests for each proposed lot for on-site sewage disposal systems if area being subdivided does not have a municipal system.
- 8. A copy of all existing and proposed private restrictions (restrictive covenants) shall be submitted.
- 9. An environmental impact study of the subdivision.

Updated: September 2005





FINAL SUBDIVISION PROCEDURES

CITY OF MILACA

After approval of the preliminary plat, the final plat may be prepared. It shall incorporate changes, modifications, and revisions required; otherwise, is shall conform to the approved plat.

In the case of large subdivisions, to be developed in stages, the subdivider may be granted permission to prepare a plat for only the portion of the approved plat which he/she proposes to develop at this time, provided such portion conforms with all the requirements of these regulations. The subdivider may be required, as a condition of approval, to submit an estimated time schedule for further staging of the platting and recording.

All plats shall comply with the provisions of Minnesota State Statutes and the requirements of this regulation.

The subdivider shall file sixteen (16) copies of the final plat with the City Zoning Administrator no later than six (6) months after the date of approval of the preliminary plat. If this is not done, the approval of the preliminary plat will be considered void unless an extension is requested by the subdivider and granted in writing by the governing body.

The subdivider shall submit, with the final plat, a current Abstract of Title or a Registered Property Certificate along with any unrecorded documents and an Opinion of Title by the subdivider's attorney.

Procedures

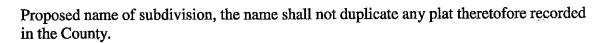
- 1. The subdivider shall fill out a Final Plat application with the City of Milaca after the Preliminary Plat has been approved by the City Council.
- 2. The applicant shall furnish the city with sixteen (16) copies of the Final Plat at least twenty (20) days prior to the Planning Commission meeting at which it is to be considered.
- 3. The Planning Commission shall hold a public hearing on the Final Plat. Public hearing notice shall be published at least ten (10) days prior to the Planning Commission meeting at which time the item will be heard. Notices shall be sent to property owners within a 350-foot radius at least ten (10) days prior to the public hearing by the City.
- 4. The sub-divider or representative thereof shall appear before the Planning Commission at the public hearing, in order to answer any questions concerning the Final Plat.
- 5. The Planning Commission will recommend approval or denial of the Final Plat to the City Council.
- 6. The application is placed on the City Council agenda with the report and recommendations of staff and Planning Commission. Final Plat approval is either granted or denied by the City Council. Grounds for denial shall be set forth in proceedings and reported to the applicant.

- 7. If the final plat is approved, the governing body shall sign the plat and the subdivider shall then record it with the County Recorder within one hundred eighty (180) days or the approved plat shall be considered void.
- 8. The subdivider shall, immediately upon recording, furnish the City Zoning Administrator with a reproducible copy, either cron-aflex or its equivalent, of the recorded plat and two (2) prints. An electronic format, as approved by the City Engineer, of the recorded plat will also need to be submitted to the City. Failure to furnish such copies shall be grounds for refusal to issue building permits for the lots within the plat.
- 9. Upon receiving approval of the plat for a portion of the Preliminary Plat, the subdivider shall not be required to request a continuation of the recognition of the preliminary plat so as to maintain its approval except that in the event a zoning amendment is adopted which requires a larger minimum lot size for land not yet platted and recorded, the larger minimum lot size may be required for any additional platting.

Date Required for the Final Plat

The plat shall be prepared by a land surveyor who is registered in the State of Minnesota and shall comply with the provisions of Minnesota State Statutes and of this regulation. All of the information required for the Preliminary Plat shall also be required on the Final Plat. This information is listed below.

Identification and Description



Legal description of the property.

Name and address of the record owner, and any agent having control of the land, subdivider, land surveyor, engineer and designer of the plan.

Graphic scale not less than one (1") inch to one hundred (100') feet.

North point and key map of area showing well known geographical points for orientation within one-half (1/2) mile radius.

Date of preparation.

Existing Conditions

6.

- 1. Boundary lines shall be shown clearly and to such a degree of accuracy that conforms to the plat in that no major changes are necessary in preparing said final plat.
- 2. Existing zoning classifications for land in and abutting the subdivision.
- 3. Total acreage.

- 4. Location, right-of-way width, and names of existing or platted streets or other publicways, parks, and other public lands, permanent buildings and structures, easements and section lines, corporate and school district lines within the plat and to a distance of one hundred (100') feet beyond shall also be indicated.
- 5. Location and size of existing sewers, water mains, culverts, or other underground facilities within the preliminary plat area and to a distance of one hundred (100') feet beyond. Such data as grades of surfaces of underground structures and locations of catch basins, manholes, hydrants, and street pavement width and type, shall also be shown.
- 6. Boundary lines of adjoining unsubdivided or subdivided land, within one hundred (100') feet, identified by name and ownership, but including all contiguous land owned or controlled by the subdivider.
- 7. Topographic data, including contours at vertical intervals of not more than two (2') feet except where the horizontal contour interval is one hundred (100') feet or more, and one (1') foot vertical interval shall be shown. Water courses, marshes, wooded areas, rock outcrops, power transmission poles and lines, and other significant features shall also be shown. U.S.G.S. datum shall be used for all topographic mapping where available. At least one permanent benchmark shall be set within each subdivision to be platted and the location and elevation of this benchmark shall be shown on the preliminary plat.
 - a. City Engineer may waive and/or change the number of required benchmarks.
- 8. A copy of all proposed private restrictions shall be submitted.
- 9. Percolation tests and soil borings as required by the City Engineer.
- 10. If severe soil limitations for the intended use are noted by the City Engineer, a plan or statement indicating the soil conservation practice or practices to be used to overcome said limitation shall be made part of the permit application.
- 11. A construction storm-water permit from the MPCA.
- 12. An environmental impact study may be required by the City Engineer.

Subdivision Design Features

- Layout of proposed streets, showing right-of-way widths, and proposed names of streets.
 At the City's discretion, the name of any street shall conform to the City of Milaca Uniform Street Naming and Building Numbering System.
- 2. Locations and widths of proposed alleys, pedestrian ways, and utility easements.
 - 3. Layout numbers and preliminary dimensions of lots and blocks.
- Proposed front and side street building setback lines.
- 5. Location and size of proposed sanitary sewer lines and water mains. EXISTING SEWER
- 6. Gradients of proposed streets, sewer lines and water mains. No CHANGE

- Maximum high-water level where platted areas abut on or contain lakes, rivers, or 7. permanent ponding basins.
- Areas, other than streets, alleys, pedestrian ways, and utility easements, intended to be 8. dedicated or reserved for public use, including the size of such area or areas in acres.

Other Information

- Statement of the proposed use of lots stating type of residential buildings with number of 1. proposed dwelling units; type of business or industry so as to reveal the effect of the development on traffic, fire hazards, and congestion of population. TWN HOME -2 SEPERATE WITS
- 2. Source of water supply.
- Provisions for sewage disposal, surface water drainage and flood control. 3.
- If any zoning changes are contemplated, the proposed zoning plan for the areas, including 4. dimensions.
- Other information as may be requested by the City Engineer, Planning Commission or 5. City Council.
- Where the subdivider owns property adjacent to that which is being proposed for the 6. subdivision, the Planning commission may require that the subdivider submit a sketch plan of the remainder of the property so as to show the possible relationships between the proposed subdivision and future subdivision. If any event, all subdivisions must be shown to relate well with existing or potential adjacent subdivisions and land use.

Updated: March 2005

CITY OF MILACA



255 1st ST E MILACA MN 56353 (320) 983-3141 (320) 983-3142 FAX www.cityofmilaca.org

APPLICATION FOR SUBDIVISION FINAL PLAT

Application is her	eby made for a Final	Plat for BOULDER Subdivision Name	RIDGE F	OURTH	MOTIGOR
		y the Milaca City Cou	ncil on Fes l	4 202	3
Legal description		V 3 4	n = R - 1	Boulder	
PART OF PIR		K 2 AND OUT	, · · · · · · · · · · · · · · · · · · ·		
Owner Name:	CILW DEVEL	opers			
Owner Address:	11428 293 Street Address	PINE			
	PRINCETON	Myl	5537/ Zie	Code	
Telephone:	(612, 282	-6260			
Applicant's Name	C. C	ulles /	SHAWN V	VILLIAM	5
Applicant's Addr	ess: /1428 Street Address	Z93ºP AVE			
	PRINCETON	l MN State	55 z	37/ ip Code	
Applicant Teleph	one: 612, 28	32-6260			

in the Preliminary Plat Procedures and Data Required for Preliminary Plat:
Completed Application for Subdivision
Complete Preliminary Plat check list
Fee of \$100 PD. 62.14.23 Ck.#3333 Recupt #-16830
Legal Description of property to be divided
16 copies of the proposed plat
Rezoning Application, if applicable
Other
I fully understand that all of the above required information must be submitted at least 20 days prior to the Planning Commission meeting to ensure review by the Planning Commission on that date. Applicant's Signature Date FEB 1474 Zozz
Comments/Revisions CKW DEVELOPERS ARE PLANMING
ON PLATING (1) then thome INTO THE HOA,
NETT YEAR PLANNING ON BRINGING IN (2) MORE

Received By:
City Agent's Signature Libous atte

The following information is submitted in support of this application as described

נה BLOCK 13 K 10 20° TO □ 1.00 E δ 1771 O) 9TH ST. NE c1 BLOCK ധ SH ST WE (C) 11TH AVE. NE OUTLOT A

PUD Resision



MILACA Minnesota

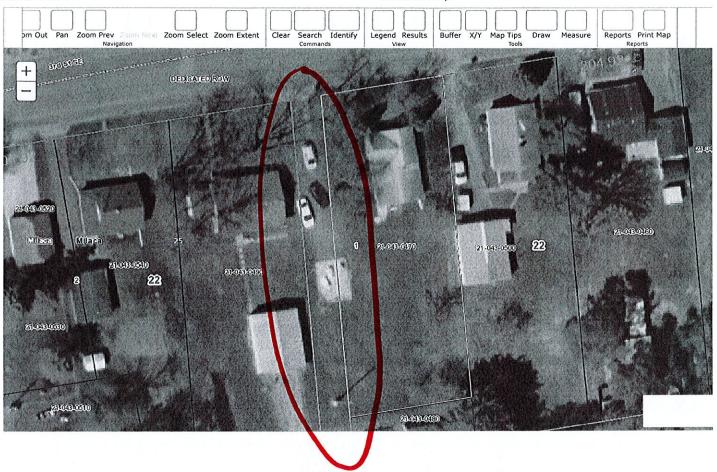
255 First Street East, Milaca, MN 56353

(320)983-3141 | (320)983-3142 fax

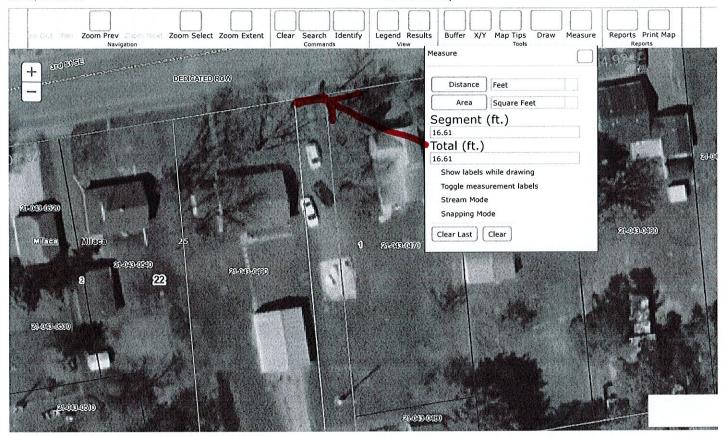
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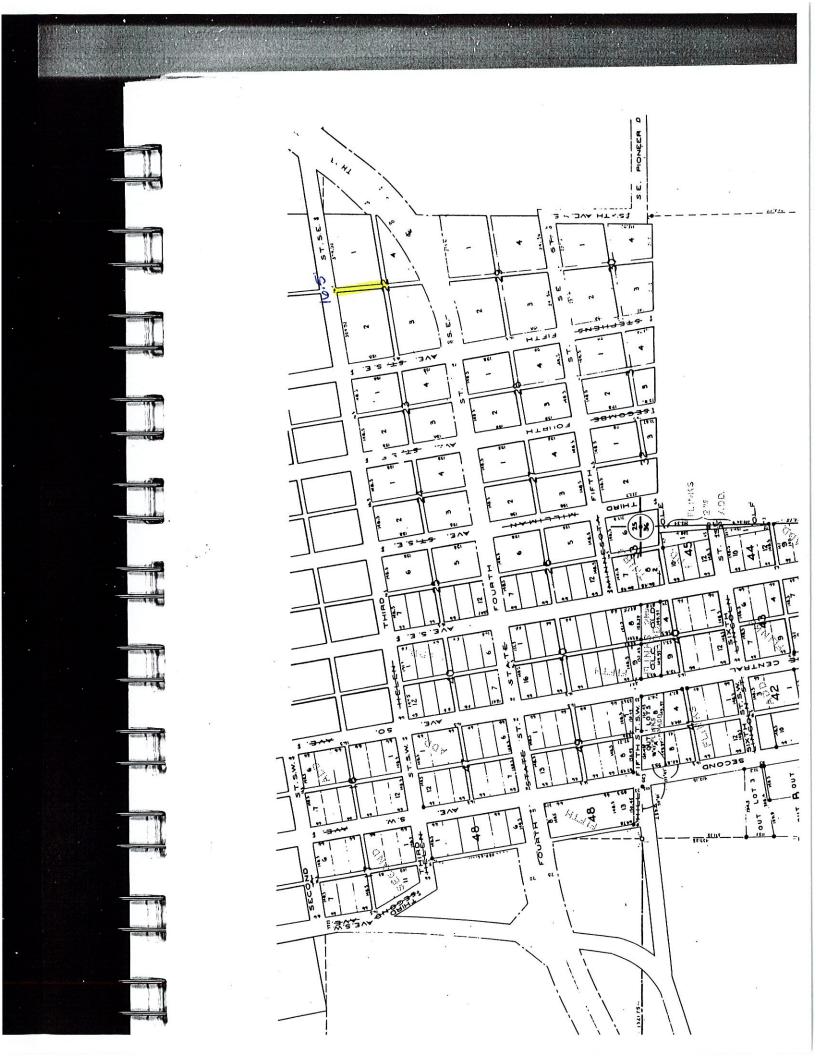
APPLICATION FOR VACATION OF A PUBLIC STREET, ALLEY OR EASEMENT

Name Erik Nordvik + Alyssa Nordvik
Address, City, State, ZIP Code 605 3rd St SE, Milala, mn 56353
Phone Number 703-688-1026 (Enk) Email Address Crichardvik a Gahoo Co
Complete legal description and location of street, alley, or easement to be vacated:
16.5 feet between Lot 1, Block 22 and lot 2, Block 22
Third Addition to the Village of Milaca
Utility Agencies Utilities In Place
Midcontinent Communications — Main Line Yes No
Milaca Local Link — Main Line Yes No
CenterPoint Energy — Gas Line ☑ Yes No East Central Energy — Main Power Yes No
Frontier Communications — Main Line Yes No
City of Milaca — Water Main ✓ Yes ☐ No
City of Milaca — Sewer Main 📝 Yes 🔲 No
Signatures of Property Owners Adjacent to Street, Alley, or Easement Print Name and Address Signature
Enk Nordvik - 605 3rd St-SE ENR / Mallil
Alyssa Nordvik-10053rd StSE alysse laedur
Terry Murphy-555 3" St-SE Turry Shuphy
Susan Sussman - 550 State Hwy 23E Susan Susaman
Reason For Requested Vacation
The drive way for 605 3rd St SE sits within the old alley.
the old alley.
I hereby certify that i have read, examined and understood this application and that the information submitted herein
and attached hereto is true, accurate and correctly states my intentions.
Applicant Signature Will William Date 2-18-23
www.cityofmilaca.org



Interactive Map





PLAT DRAWING (THIS IS NOT A SURVEY)

File No.: 2395054

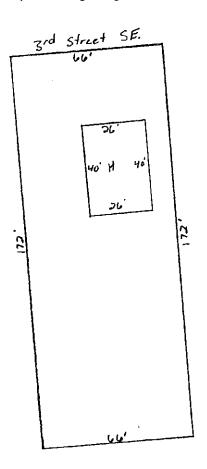
Buyer: Joseph Ziwicki

Property Address: 605 3rd St. SE. Milaca, MN 56353

Legal Description

The West 4 rods of Lot 1, Block 22, Third Addition to the Village of Milaca, Mille Lacs County, Minnesota, also described as follows:

Beginning at the southwest corner of said Lot 1; thence North upon the West line of said Lot 1 to the northwest corner thereof; thence East upon the North line of said Lot 1 a distance of 4 rods; thence South and parallel with the West line of said Lot 1 to the South line thereof; thence West upon the South line thereof a distance of 4 rods to the point of beginning, being the southwest corner of said Lot 1, excluding therefrom the tract described as follows: Beginning at the southwest corner of Lot 1, Block 22, Third Addition to the Village of Milaca, Mille Lacs County, Minnesota; thence North upon the West line of said Lot 1, 24 feet; thence East 4 rods on a line parallel with the South line of said Lot 1; thence South 24 feet to the South line of said Lot 1, and parallel with the West line of said Lot 1; thence West upon the South line thereof, a distance of 4 rods to the point of beginning.





"The location of the improvement shown on this drawing is approximate and based on a visual inspection of the premises. The lot dimensions are taken from the recorded plat or county records. This drawing is for informational purposes and should not be used as a survey. It does not constitute a liability of the company and is intended for mortgage purposes only."

Deloris Katke

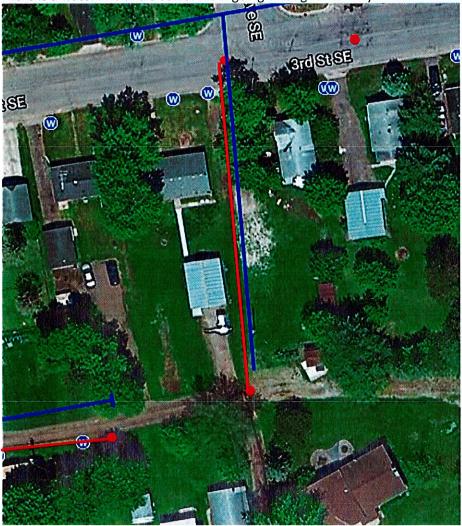
From: Gary Kirkeby

Sent: Thursday, February 16, 2023 2:34 PM

To: Tammy Pfaff; Deloris Katke

Subject: RE: Request for Vacated Alley for property 605 3rd Street SE

There is a water line and a sewer main going through that alley so we would need to maintain an easement.



From: Tammy Pfaff <tpfaff@milacacity.com> Sent: Thursday, February 16, 2023 2:26 PM

To: Gary Kirkeby <gkirkeby@milacacity.com>; Deloris Katke <dkatke@milacacity.com>

Subject: FW: Request for Vacated Alley for property 605 3rd Street SE

From: Heidi Culbertson < hculbertson@homesecurityabstract.com >

Sent: Thursday, February 16, 2023 2:24 PM **To:** Tammy Pfaff < tpfaff@milacacity.com >

Subject: RE: Request for Vacated Alley for property 605 3rd Street SE

EASEMENT FOR INGRESS AND EGRESS

THIS EASEMENT made this _____ day of ______, 2023, by and between the City of Milaca, hereinafter "Grantor," and Joseph Ziwicki "Grantees".

WITNESSETH:

Grantors are the fee owner of the following described lands lying and being in the County of Mille Lacs and State of Minnesota:

A dedicated alleyway in Block 22, Third Addition to the Milaca, Mille Lacs County, Minnesota, according to the plat thereof and of record in the office of the Mille Lacs County Recorder, which lies between Lots 1, 2, 3 and 4, of said Block 22 and lies South of 3rd Street SE and extends Southerly to 4th Street SE (also known as Highway 23)

(the "Grantor Property").

Grantees are the fee owner of the following described lands lying and being in the County of Mille Lacs and State of Minnesota:

The West 4 rods of Lot 1, Block 22, Third Addition to the Village of Milaca, Mille Lacs County, Minnesota, also described as follows:

Beginning at the southwest comer of said Lot 1; thence North upon the West line of said Lot 1 to the northwest comer thereof; thence East upon the North line of said Lot 1 a distance of 4 rods; thence South and parallel with the West line of said Lot 1 to the South line thereof; thence West upon the South line thereof a distance of 4 rods to the point of beginning, being the southwest corner of said Lot 1;

EXCLUDING THEREFROM the tract described as follows: Beginning at the southwest corner of Lot 1, Block 22; Third Addition to the Village of Milaca, Mille Lacs-County, Minnesota; thence North upon the West line of said Lot 1, 24 feet; thence East 4 rods on a line parallel with the South line of said Lot 1; thence South 24 feet to the South line of said Lot 1, and parallel with the West line of said Lot 1; thence West upon the South line thereof, a distance of 4 rods

to the point of beginning.

(the "Grantee Property").

EASEMENT FOR INGRESS AND EGREESS

Grantors do hereby grant to Grantees an easement for purposes of ingress and egress to Grantee property. Said easement shall run across Grantor Property and includes all rights typically associated with ingress and egress easements to be extended to include all tenants, guests, employees and general members of the public. Grantees are prohibited from constructing, placing or permitting any obstructions within the easement area.

Said easement area legal described as:

A permanent easement for ingress and egress purposes over and across that part of the dedicated alley in Block 22, THIRD ADDITION TO MILACA, Mille Lacs County, Minnesota, which lies South of the Westerly extension of the North line of Lot 1, said Block 22, and which lies North of the Westerly extension of the following described line:

Commencing at the Southwest corner of said Lot 1; thence Northerly, along the West line of said Lot 1, a distance of 24.00 feet to the point of beginning of the line to be described; thence Easterly, parallel with the South line of said Lot 1, a distance of 66.00 feet and said line there terminating.

IN TESTIMONY WHEREOF, The Grantors have hereunto set their hands the day and year first above written.

an, Mayor		
•		
faff, City Manager	<u></u>	
, ,		
NESOTA)	
) SS:	
ILLE LACS)	
day of	, 2023, before me, a Notary Public in and	for
onally appeared I	Dave Dillan, Mayor for the City of Milaca and Tammy Pfa	aff,
	Notary Public	
	NESOTA ILLE LACS day of sonally appeared I	faff, City Manager NESOTA) SS: ILLE LACS day of, 2023, before me, a Notary Public in and sonally appeared Dave Dillan, Mayor for the City of Milaca and Tammy Pfa the City of Milaca, the Grantors herein, and affixed their signatures to the same process.

DRAFTED BY: Damien F. Toven & Associates, LLC 413 S. Rum River Dr., Suite 6 Princeton, N 55371

State Deed Tax Exempt Under Minn. Stat. §287.22M

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT



WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Tammy Pfaff City of Milaca 255 1st St. East Milaca, MN 56353

Email: tpfaff@milacacity.com

Dear Pfaff:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available \$2,982,285,641 for "grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending" in the associated table included in the accompanying joint explanatory statement (JES). These "Community Project Funding" or "CPF" awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 (CREC-2022-12-20-pt3-PgS9325-2.pdf (congress.gov)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

Grantee: City of Milaca

Project: Milaca Airport Road Project

Amount: \$1,500,000

Grant Number B-23-CP-MN-0884

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Grant Award Letter outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Grant Award Letter also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This "Grant Award Letter," is included in the "Grant Award Package" transmitted with the corresponding email. The Grant Award Package also includes:

- the "FY2023 Community Project Funding Grant Guide" (FY2023 CPF Grant Guide),
- your FY2023 Community Project Funding Grant Agreement "FY2023 CPF Grant

- Agreement," and
- standard forms required to execute your Grant Agreement.

A brief overview of these documents is below:

1) FY2023 CPF Grant Guide: The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

2) FY2023 CPF Grant Agreement for this Award: The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization's indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee's Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a "copy" (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

3) Standard Forms and Required Materials:

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form-424 Application for Federal Assistance: https://www.hudexchange.info/resource/306/hud-form-sf424/
- c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for Construction Programs: https://www.grants.gov/forms/sf-424-family.html
- d. SFLLL Disclosure of Lobbying Activities (as applicable): https://www.hudexchange.info/resource/308/hud-form-sflll/
- e. SF-1199A Direct Deposit Sign-Up Form: https://www.hud.gov/sites/documents/attachmentvisf-1199A.PDF

Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or similar documentation. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2023 Grant Agreement. This process and the forms are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at: https://www.hud.gov/program_offices/comm_planning/edi-grants.

Grant Award Process

- 1) HUD will email a Grant Award Package including:
 - a. FY2023 Grant Award Letter (this letter)
 - b. FY2023 CPF Grant Guide
 - c. FY2023 CPF Grant Agreement
 - d. Links to Standard Forms (see list above in number 3)
- 2) Grantee should review the Grant Award Package documents and send HUD the following:
 - a. Signed and dated FY2023 CPF Grant Agreement
 - b. Completed Standard Forms
 - c. Detailed Project Narrative: The detailed project narrative should:
 - i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
 - ii. include all contemplated actions that are part of the project.
 - d. Line-Item Project Budget: The line-item budget should:
 - i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
 - ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
- 3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
- 4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
 - a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
 - b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
- 5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the

requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.

Overview of the FY2023 Act

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- Administrative Requirements: CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- Environmental Review Requirements: CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - o In keeping with the National Environmental Policy Act (NEPA) and HUD's NEPAimplementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any 'choice limiting actions.'
 - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact ("choice limiting actions"). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
 - o HUD defines the "Federal Nexus" for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act's enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus

¹ Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts.

Examples of 'choice limiting actions' include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

- for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.
- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).
 - After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
 - Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. In transmitting your information, please copy and paste the bolded information as the subject line of your email: Grant Number: CGrant Number: <a href

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact Shaina Glover, in CGD at CPFGrants@hud.gov. Please note while your grant officer may change over time, we have a team approach to managing your project. Shaina Glover is the primary point of contact at HUD for this award and will be available to assist you. Include your grant number and grant name in all email correspondence.

We look forward to working with you on this important project!

Sincerely,

Robin J. Keegan

Bilay

Deputy Assistant Secretary Economic Development

ATTACHMENTS:

FY2023 Community Project Funding Grant Guide (Version 1)
FY2023 CPF Grant Agreement

Form HUD-1044 – Assistance Award/Amendment Form

FY 2023 COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-23-CP-MN-0884

Grantee Name: City of Milaca

Grantee Address: 255 1st St. East Milaca, MN 56353

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-MN-0884

Assistance Listing Number and Name 14.251 Economic Development Initiative,

Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation **Period of Performance/Budget Period End Date** August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Milaca (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,500,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

- B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.
- C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.
- D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.
- E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

- F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.
- G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.
- H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

- C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.
- D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.
- E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).
- F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.
- G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.
- H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

- I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.
- J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).
- K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance
- L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).
- M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

- N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.
- O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.
- Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.
- R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.
- S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

- A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.
- B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.
- C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

- D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.
- E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.
- F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.
- G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.
- H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

- A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.
- B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

- D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.
- E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.
- F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

- A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.
- B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.
- C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.
- D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.
- E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:
 - 1. A Certification of Project Completion.
 - 2. A Grant Closeout Agreement.
 - 3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

- requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.
- 4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
- 5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRA	NTEE
(Name	e of Organization)
BY:	
	(Signature of Authorized Official)
_	(Typed Name and Title of Authorized Official)
_	(Date)
HUD	
BY:	Robin J. Keegan, Deputy Assistant Secretary for Economic Development
-	(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 the Grantee will use an indirect cost rate as		· · · · · · · · · · · · · · · · ·
The Grantee will not use an indirect cogrant.	ost rate to charge its indirect	costs to the
The Grantee will use the indirect cost charge its indirect costs to the grant.	rate(s) identified in the table	below to
Agency/Dept./Major Function	Indirect cost rate %	Direct Cost Base

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 -

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition:

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions NONE.

APPENDIX 6 – Conflict of Interest Requirements

- 1. Conflicts Subject to Procurement Regulations. When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.
- 2. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.
- 3. Exceptions. HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).
- 4. *Threshold requirements for exceptions*. HUD will consider an exception only after the Grantee has provided the following documentation:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
 - b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.
- 5. Factors to be considered for exceptions. In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:
 - a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - b. Whether an opportunity was provided for open competitive bidding or negotiation;
 - c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

FY 2023 COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-23-CP-MN-0884

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

- d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;
- e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);
- f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g. Any other relevant considerations.
- 6. Disclosure of potential conflicts of interest. The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

- a. Provisions applicable to a grantee that is a private entity.
 - 1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect:
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
- A. Associated with performance under this award; or
- B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.
 - b. Provision applicable to a grantee other than a private entity.

 We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

FY 2023 COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-23-CP-MN-0884

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.
- c. Provisions applicable to any grantee.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1."Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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CITY OF MILACA SPECIAL EVENT

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PERMIT APPLICATION		Return to City Hall	
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NAME OF SPECIAL EVENT: Fall Picnic Fundraiser		*	
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Applicant's or Organization's Name: Rum River Life C	hoices Center	10 10	
Name of Contact Person: Ann Morell, E.D.		Daytime Phone: 320-983	3-3771
Address: 1006 5th Street SE	<u></u>	Evening Phone:	
Milaca, MN 56353		Fax Number:	2 Apr H 11
Email Address: milaca@rumriverlifechoices.org		16 (B)	
Other permits may be required for your event. This app Street Closings, Banners/Signs, and Parade Permits. A You must obtain a separate application for Park/Shelter Permit.	II information neede	d for these permits are attached t	o this application.
Starting Date Sept. 16, 2023	Starting Time	1pm setup; 4pm event	a f
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Will food be sold Yes No by the City of Milaca per
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Name of vendor / serving team Princefon Knights of Columbus Licensed with State of MN (enclose copy) ☑ Liability Insurance (enclose copy) ☑ Type of Service ☑ Food Truck ☐ Food Stand ☐ Other
PARADE IF YOUR EVENT INCLUDES A PARADE, YOU MUST COMPLETE THIS SECTION N/a
and the second s
Parade Title
Date of Parade Assembly Time
Assembly Area
(Note: Applicant must obtain owner(s) written permission and attach to this application if assembly/dispersal is on private property).
Exact Starting Time Estimated Duration
Actual Starting Location
Proposed Parade Route (Attach a separate sheet if
necessary)
Parade End Location Parade Dispersal Area
Approximate Number of Units in Parade
Approximate Number of Persons in Parade
Approximate Number of Animals in Parade
Type of Animals in Parade
Maximum Length of Parade in miles (or fractions thereof)
Contact Person Telephone Cell Phone
If your parade involves the closing of any county road in the city limits, please allow up to 60 days for approval because the city must receive Mille Lacs County Board approval prior to final approval by the City of Milaca.

BANNERS & SIGNS

IF YOUR EVENT REQUIRES BANNERS OR SIGNS, YOU MUST COMPLETE THIS SECTION (Attach a separate sheet if necessary)

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RETURN COVER SHEET WITH YOUR SIGNATURE AND COMMENTS TO CITY HALL AS SOON AS POSSIBLE.

04/11/2022