

CITY OF MILACA  
CITY COUNCIL MEETING  
COUNCIL AGENDA  
May 18, 2023

- 1. Call Meeting to Order 6:30 p.m.
- 2. Pledge of Allegiance
- 3. Roll Call- Present: Mayor-Dave Dillan\_\_ Council Members; Ken Muller\_\_ Norris Johnson\_\_ Lindsey Larsen\_\_  
Laurie Gahm \_\_\_\_ Absent: \_\_\_\_\_
- 4. **Approval of Agenda** MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
- 5. **Consent Agenda** MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - a. Approval of the Minutes – April 20, 2023
  - b. Approval of Bills
  - c. Resolution #23-15 Approving Donations
- 6. **Open Forum**
- 7. **Public Hearing-**
- 8. **Requests and Communications**
- 9. **Ordinances and Resolutions**
  - a. **Ordinance #511 Amendment allowing Slaughtering in B-2 General Business District-First Reading**
- 10. **Reports of Departments, Boards and Commissions**
  - a. City Manager-Gambling Fund Lawful Purpose Expenditures Policy-Rescind Previous Policy MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - b. Police-Dangerous Animal MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - c. Police-St. Louis County Sheriff’s Mutual Aid Agreement MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - d. Parks – Approval for Survey for Future Trail Devel.-Homegrown Grant from T-Mobile MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - e. Public Works- Public information meeting for wellhead protection delineations and vulnerability assessments
  - f. Liquor Store-
  - g. Fire Department-
  - h. Planning & Zoning–**Resolution #23-16 Approving Lot Coverage and a variance for 3 Foot Setback from Property Line** MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - i. Planning & Zoning–**Resolution #23-17 Approving Preliminary Plat for Bluewater-Potato Patch-Milaca MN, LLC** MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - j. Planning & Zoning–**Resolution #23-18 Approving Conditional Use Permit for Bluewater-Potato Patch-Milaca MN, LLC** MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - k. Planning & Zoning-Update on possible Annexation
- 11. **Committees**
  - a. Budget
  - b. EDC
- 12. **Unfinished Business**
- 13. **New Business**
  - a. Update from Stantec on Federal Grant # B-23-CP-MN-0884
  - b. Federal Grant #B-23-CP-MN-0884 Professional Services Agreement-Bogart-Pederson MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - c. Proposal from American Engineering Testing for Geotechnical Exploration Grant #B-23-CP-MN-0884 MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - d. Liability Coverage Waiver Form MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - e. Purchase Agreement for Purchase of Property-Whitehorse 33, LLC MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_

- f. Boulder Ridge Fourth Addition Plat Correction MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
- g. Special Event Application-Community Grad Party MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
- h. Special Event Application-Milaca Kiddie Parade MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
- i. Special Event Application-Rhythm on the Rum Parade (Storybook Theme) MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
- j. Special Event Application-Movies in the Park (2 dates) MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
- k. **Closed meeting – Letter of Intent to Purchase Property** MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_
  - Time meeting Closed:
  - Time meeting Opened:

14. **Miscellaneous**

15. **Council Comments**

16. **Adjournment**

MB\_\_2<sup>nd</sup>\_\_ AIF\_\_ O\_\_

**§ 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  
April 20, 2023**

Mayor Dillan called the Work Session to order at 6:05 p.m.

Following council members were present: Mayor Dave Dillan, Councilors: Laurie Gahm, Lindsee Larsen, Ken Muller and Norris Johnson.

Others present: City Manager Tammy Pfaff, Assistant City Clerk Deloris Katke, Communications Specialist Mary Mickelson

Mayor Dillan asked for comments from each councilmember on their views/opinions on the proposed chicken ordinance.

Councilmember Muller stated that cities like Sartell and St. Cloud have chicken ordinances but they have received several complaints about the ammonia smell and homeowners not cleaning up. Muller further stated that the city is trying to keep properties clean so why would we add to that problem?

Councilmember Larsen stated she would like to keep the chickens in an Agriculture zone not residential as it would just be too hard to keep in a residential area.

Mayor Dillan stated he is in a mayor's forum and he has received about 30 responses from other mayors. Some of them have stated that it has taken an enormous amount of staff time for only a handful of residents that want chickens. He further stated that bigger cities were more willing to adopt a chicken ordinance.

Councilmember Gahm stated that she could go either way on this ordinance. She knows of people that have chickens but yet the city does have enough issues of public nuisances.

Councilmember Larsen brought up the point of fire issues with heat lamps.

Councilmember Johnson stated he thinks it is a good idea especially for kids who are in 4-H to raise chickens. Good experience for them. However, he stated the cost for setup of chickens can be several hundred dollars.

Councilmember Muller stated that he would like to see our current public nuisances taken care of first.

Other discussion in regard to the possible rodents/animals that could come into town with chickens present.

Work session closed at 6:22 p.m.

**Call to Order Roll Call**

Mayor Dillan called the meeting of the Milaca City Council to order at 6:31 p.m.

Oath of office by Laurie Gahm.

Upon roll call, the following council members were present: Mayor Dave Dillan; Councilors: Norris Johnson, Ken Muller, Lindsee Larsen and Laurie Gahm.

**Staff Present:** City Manager Tammy Pfaff, Administrative Communications Specialist Mary Mickelson, Assistant City Clerk Deloris Katke, Public Works Superintendent Gary Kirkeby, Assistant Public Works Superintendent Warne Johnson, Milaca Fire Department Captain 2 Andy Ziegler.

**Others Present:** Chris Carlson of Borgholm Township, Jojean Ziegler and Diana Klages Head Coach for Milaca High School Wolves Archery.

### **Approval of the Agenda**

Mayor Dillan called for a motion to approve the agenda. Johnson made a motion for approval, seconded by Larsen. Mayor Dillan stated there were a couple of additions to the agenda: Under 9(c) we need to add Resolution #23-14 Public Funds Banking Resolution and under New Business add 13i(1) Special Event Application for Milaca Rec Fest and Activities and Rotz Jammin'. With no further additions, Mayor Dillan called for a motion to amend the agenda. Muller made a motion for amendment of agenda, seconded by Johnson. With no further discussion, all in favor of the approval of the amended agenda; motion passed.

### **Approval of Consent Agenda**

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

- a. Approval of the Minutes – March 16, 2023
- b. Approval of Bills and quarterly reports
- c. **Resolution #23-10 Resolution Approving Donations**

Muller made a motion for approval of Consent Agenda, seconded by Johnson. 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 from Borgholm Township advised the council that the township is willing to give the city the east half of the right of way for 110<sup>th</sup> Ave between 150<sup>th</sup> and 160<sup>th</sup> Street and the township is aware that there may be some annexation that may have to happen in the future. Mayor Dillan stated that the townships had a meeting today with the city in regard to the airport road. There are some options that they are looking at and will be presented to the Economic Development Committee and the Planning Commission. The process will be long and it will be next year before the project gets started.

### **Public Hearings:**

Mayor Dillan called for a motion to open the Public Hearing at 6:36 p.m. Motion by Gahm, seconded by Larsen.

Resolution #23-11 Public Nuisance Abatement-230 5th St NW. Mayor Dillan called for a motion to approve Resolution 23-11. Motion by Johnson, seconded by Muller. With no further discussion, all in favor; motion passed.

Resolution #23-12 Public Nuisance Abatement-305 5th Ave SE. Mayor Dillan called for a motion to approve Resolution 23-12. Motion by Muller, seconded by Johnson. With no further discussion, all in favor; motion passed.

Resolution #23-13 Public Nuisance Abatement-845 3rd St SE. Mayor Dillan called for a motion to approve Resolution 23-13. Motion by Muller, seconded by Johnson. Mayor Dillan asked if anyone in the

audience had any questions on any of these properties. With no further discussion, all in favor; motion passed.

Mayor Dillan closed Public Hearing at 6:38 p.m.

### **Requests and Communications**

#### **Ordinances and Resolutions**

**Ordinance #504 Ordinance** amending Title IX (General Regulations), adding Chapter 99 (Chickens) to the City of Milaca Code of Ordinances. Mayor Dillan called for a motion to un-table ordinance from October 2022. Larsen made a motion to un-table Ordinance from October 2022, seconded by Johnson.

Mayor Dillan then called a motion to approve the first reading of Ordinance #504 Ordinance amending Title IX (General Regulations), adding Chapter 99 (Chickens) to the City of Milaca Code of Ordinances. Johnson made a motion to approve the first reading of Ordinance #504 Ordinance amending Title IX (General Regulations), adding Chapter 99 (Chickens) to the City of Milaca Code of Ordinances, seconded by Larsen.

Mayor Dillan stated there was discussion earlier at the work session. Mayor Dillan called for any more discussion. With no further discussion, Mayor Dillan called for a roll-call vote to approve first reading of Ordinance #504: Muller – No; Johnson – Yes; Larsen – No; Gahm – No; Mayor Dillan - No. With four no votes and 1 yes vote, Ordinance #504 failed.

**Resolution #23-14 Public Funds Banking Resolution** - City Manager Pfaff stated First National Bank is tightening up their security features and they needed to have a well-defined as to who is entitled to do what processes through payroll, transfers, deposits. This resolution lays out the guidelines for them. They will then unlock our account. They just needed a Resolution so that we could get that under control.

Mayor Dillan called for a motion to approve Resolution #23-14. Motion by Larsen to approve Resolution #23-14 Public Funds Banking Resolution; seconded by Muller. No further discussion. All in favor; motion carried.

#### **Reports of Departments, Boards and Commissions**

*City Manager* – Credit Card Policy – City Manager Pfaff explained that the city is in the process of updating policies and these updates will help our audits as well. City Manager Pfaff explained the process to checking out the credit card.

(City Attorney Damien arrived at 6:42)

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

Computer Use Policy: City Manager Pfaff explained this policy is just so employees are not using computers for personal use. Mayor Dillan called for a motion for approval. Muller made a motion for approval of the Computer Use Policy, seconded by Johnson. No further discussion. All in favor; motion carried.

*Police* – Nothing.

*Parks* – Public Works Superintendent Gary Kirkeby stated that they are slowly coming along with projects.

*Public Works* – Public Works Superintendent Gary Kirkeby stated they have started sweeping streets (when it is not snowing). He is requesting a transfer of \$41,000 from the Public Works Reserve fund to the 2023 budget. Kirkeby stated that some of the equipment like snowplow and snowblower were in the 2024 CIP budget but items take longer to get and if he could order this equipment now, maybe he could have them by next winter.

Mayor Dillan called for a motion to approve transfer. Johnson made a motion to approve the transfer of \$41,000 from Public Works Reserve fund to the 2023 Public Works Equipment budget, seconded by Muller. No further discussion. All in favor; motion carried.

*Liquor Store* – City Manager Pfaff just stated that they are getting closer to the cooler door installation and should be done soon.

*Fire Department* – Milaca Fire Department Captain 2 Andy Ziegler stated they have two bids for lights for the Ranger. First bid is for \$4,452.95 from North Central Bus & Equipment. The second bid is for \$5,042.00 from Star Squads. We would like to go with North Central Bus & Equipment. City Manager Pfaff asked if this was coming out of the Equipment Reserve and Ziegler stated he believes so.

Mayor Dillan called for a motion for approval of the quote for lights for the Ranger from North Central Bus & Equipment for \$4,452.95. Larsen made a motion for approval. Seconded by Gahm. No further discussion. All in favor; motion carried.

Milaca Fire Department Captain 2 Andy Ziegler stated they have one bid through the state for a radio for \$3,696.48 and since this is a state bid, they are not required to get another bid.

Mayor Dillan called for a motion for approval of the bid from the state in the amount of \$3,696.48. Johnson made a motion for approval. Seconded by Muller. No further discussion. All in favor; motion carried.

*Planning and Zoning* – Nothing

*Airport* – Mayor Dillan stated that when they talked about the airport road earlier, they talked about doing that road into the airport. Mainly because we can get that funding. Muller stated that would be nice as if a classic car show is held out there, the classic cars don't like to ride on gravel roads. Johnson stated that it would be nice for plowing and probably cost less in regular grading maintenance.

### **Committees**

Budget – Audit coming up next week

EDC –

### **Unfinished Business**

### **New Business**

*Hwy 23 Reconstruction Project-Delayed to 2027* – Mayor Dillan stated that he would be interested in the city putting out a letter to MN DOT to persuade to continue this project for 2026. Muller stated we need this improvement for economics. City Manager Pfaff to prepare a letter to MN DOT.

*Milaca Archery requesting Funds from Gambling Fund* – Diana Klages, High School Head Coach for the Milaca Archery program was present to request funds to help the three teams go to Nationals to help offset some of the expenses. There will be 37 archers attending Nationals. It will cost about \$1,300 per family for the gas, hotel and food. Johnson asked how would the funds be allocated? Klages stated the funds would be to the archer so 37 ways. City Manager stated this does fall into the gambling fund guidelines. Gahm asked if this was something we do because then we would have to for football, wrestling, etc. Mayor Dillan expressed the same concern. Mayor Dillan stated this should be more for community wide. Klages stated that they don't get to go to Nationals every year. You have to qualify for this so this wouldn't be something we would come back to ask every year. Klages further stated that they do have several fundraisers that they are hoping will help and they now have a fundraising committee to help for this expense year round. They leave May 11 and shoot on May 13. Johnson stated that he believed there was about \$75,000 in that gambling fund and not utilized. City Manager Pfaff stated that some of those funds have been allocated. Mayor Dillan stated that the policy for these gambling funds may need to be looked at. The Milaca Wolves Archery has recently branched off of the school and they have their own 501(c) but are still a piece of Community Ed but their own club. The Nationals are in Louisville, Kentucky. Johnson stated that some guidelines should be established going forward so we wouldn't be setting a precedence. Mayor Dillan agreed and said that for now because it is a National event, we give them some money. Gahm suggested an amount of \$20 a piece so a total of \$740. Mayor Dillan asked \$750.00? Muller made a motion to approve \$750.00, Gahm seconded the motion. No further discussion. All in favor, motion passed.

*June City Council Date Change* – Mayor Dillan stated it is now scheduled for parade night. June 22 he is out of town. Johnson suggested the Wednesday, 21<sup>st</sup>. Council in favor of the 21<sup>st</sup>.

*Special Event Application for Runnin' In The Ruff* – Mayor Dillan asked for an update. Communication Specialist Mary Mickelson stated that it has been postponed. No date has been set. Johnson made a motion to approve the Runnin' in the Ruff Special event application, seconded by Larsen. No further discussion. All in favor, motion passed.

*Special Event Application for Reggae Ska Rock Festival* - Saturday, August 12 – just a one day event now. Mayor Dillan called for a motion to approve the Special Event Application for Reggae Ska Rock Festival. Muller made a motion for approval, seconded by Johnson. No further discussion. All in favor, motion passed.

*Special Event Application for Summer Air Art Fair* - Mayor Dillan called for a motion to approve the Special Event Application for Summer Air Art Fair. Muller made a motion for approval, seconded by Johnson. No further discussion. All in favor, motion passed.

*Special Event Application for Pickle in the Park* - Mayor Dillan called for a motion to approve the Special Event Application for Pickle in the Park. Larsen made a motion for approval, seconded by Gahm. No further discussion. All in favor, motion passed.

*Special Event Application for 3<sup>rd</sup> Lair Skate & Demo & Band Showcase* - Mayor Dillan called for a motion to approve the 3<sup>rd</sup> Lair Skate & Demo & Band Showcase. Johnson made a motion for approval, seconded by Muller. No further discussion. All in favor, motion passed.

*Special Event Application for Music in the Parks (3 dates)* - Mayor Dillan called for a motion to approve the Special Event Application for Music in the Park. Gahm made a motion for approval, seconded by Johnson. No further discussion. All in favor, motion passed.

*Special Event Application for Milaca Rec Fest and Activities and Rotz Jammin'* - Mayor Dillan called for a motion to approve the Special Event Application for Milaca Rec Fest and Activities and Rotz Jammin'. Johnson made a motion for approval, seconded by Muller. No further discussion. All in favor, motion passed.

*Liquor Sales Off Premise-El Jalisco* - Mayor Dillan called for a motion to approve the Liquor Sales Off Premise for El Jalisco. Muller made a motion for approval, seconded by Larsen. No further discussion. All in favor, motion passed.

*Closed meeting – Letter of Intent to Purchase Property-* Mayor Dillan read the following statement:

“This portion of the properly noticed meeting of the Milaca City Council will be closed pursuant to Minnesota Statutes under the closed meeting for real estate sales or purchase exception to the Minnesota Open Meeting Law, pursuant to Minnesota Statute Section 13D.05 Subd. 3(a)(3) which states:

*(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.*

The need for confidentiality outweighs the purposes served by the open-meeting law in this case based on the following:

Confidentiality is necessary to protect the City’s negotiating strength and interest as to real estate negotiations.

The purpose of the closed meeting is not to make a decision behind closed-doors but instead is to determine what actions are appropriate with respect to the real estate negotiations.

The only business to be discussed in this portion of the meeting will be the real estate negotiations and what action, if any, should be taken.”

I will now entertain a motion to close this portion of the meeting. Motion by Johnson to close meeting. Seconded by Muller. All in favor, motion passed.

Meeting closed at 7:08 p.m. April 20, 2023 Milaca City Hall

Present: Mayor Dave Dillan, Councilmembers Norris Johnson, Ken Muller, Lindsee Larsen and Laurie Gahm. City Manager Tammy Pfaff, City Attorney Damien, Public Works Superintendent Gary Kirkeby, Assistant City Clerk Deloris Katke and Communications Specialist Mary Mickelson.

**MEETING BACK IN SESSION AT 7:27 P.M.**



Mayor Dillan: “Members of the council, following the completion of our business, we will now adjourn into open session and I will entertain a motion to adjourn the closed portion of the meeting and go back into open session. Time now is 7:27 p.m.”

Motion by Muller to re-adjourn at 7:27 p.m. Seconded by Johnson.

Attorney Damien stated that the purpose of the closed session pertained to a potential land purchaser that presented a nonbinding letter of intent for purchase of a city owned lot. Council has a direction on what they want to move forward with and if and when a final contract is presented for approval, that will be done in an open session at regular council meeting or at a special council meeting.

Mayor Dillan called for a motion for approval of the letter of intent to purchase. Motion made by Johnson, seconded by Muller. No further discussion. All in favor, motion passed.

### **Miscellaneous**

#### **Council Comments**

Gahm just wanted to thank the council for welcoming her back.

Muller just wanted to welcome Laurie and that it was good to have a full council again.

Mayor Dillan just wanted to remind everyone of the banquet on Saturday night.

#### **Adjourn:**

Mayor Dillan called for a motion to adjourn. Larsen made a motion to adjourn. Seconded by Johnson. No further discussion. All in favor; motion carried. Meeting adjourned at 7:32 p.m.

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Mayor Dave Dillan

Attest:

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City Manager Tammy Pfaff

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
49780	04/28/23	AMERICAN BOTTLING CO.	3568318596	1	609-49750-254	236.90	236.90	NA
Total 49780:							236.90	
49781	04/28/23	BEERCLUB, LLC	000007	1	609-49750-252	39.00	39.00	BEER
Total 49781:							39.00	
49782	04/28/23	BELLBOY CORP.	0099132800	1	609-49750-251	4,267.45	4,267.45	LIQUOR
49782	04/28/23	BELLBOY CORP.	0103395400	1	609-49750-259	67.50	67.50	OTHER FOR RESALE
49782	04/28/23	BELLBOY CORP.	0103395400	2	609-49750-254	92.00	92.00	NA
Total 49782:							4,426.95	
49783	04/28/23	BERNICKS	10066977	1	609-49750-252	969.35	969.35	BEER
49783	04/28/23	BERNICKS	10066978	1	609-49750-254	149.14	149.14	NA
49783	04/28/23	BERNICKS	10066979	1	609-49750-252	40.00-	40.00-	CREDIT BEER
49783	04/28/23	BERNICKS	10069568	1	609-49750-254	40.00	40.00	NA
49783	04/28/23	BERNICKS	10069568	2	609-49750-252	1,231.90	1,231.90	BEER
49783	04/28/23	BERNICKS	10069569	1	609-49750-254	30.24	30.24	NA
49783	04/28/23	BERNICKS	10069570	1	609-49750-252	70.08-	70.08-	CREDIT BEER
Total 49783:							2,310.55	
49784	04/28/23	BREAKTHRU BEVERAGE MN	348663793	1	609-49750-254	24.00	24.00	NA
49784	04/28/23	BREAKTHRU BEVERAGE MN	348663793	2	609-49750-253	52.00	52.00	WINE
49784	04/28/23	BREAKTHRU BEVERAGE MN	348663793	3	609-49750-251	3,673.87	3,673.87	LIQUOR
49784	04/28/23	BREAKTHRU BEVERAGE MN	348663793	4	609-49750-333	42.55	42.55	DELIVERY
49784	04/28/23	BREAKTHRU BEVERAGE MN	348767422	1	609-49750-253	312.00	312.00	WINE
49784	04/28/23	BREAKTHRU BEVERAGE MN	348767422	2	609-49750-254	272.16	272.16	NA
49784	04/28/23	BREAKTHRU BEVERAGE MN	348767422	3	609-49750-251	2,105.47	2,105.47	LIQUOR
49784	04/28/23	BREAKTHRU BEVERAGE MN	348767422	4	609-49750-333	62.90	62.90	DELIVERY
Total 49784:							6,544.95	
49785	04/28/23	C & L DISTRIBUTING CO.	1600695	1	609-49750-253	166.25	166.25	WINE
49785	04/28/23	C & L DISTRIBUTING CO.	1600695	2	609-49750-254	282.63	282.63	NA
49785	04/28/23	C & L DISTRIBUTING CO.	1600695	3	609-49750-251	378.08	378.08	LIQUOR
49785	04/28/23	C & L DISTRIBUTING CO.	1600695	4	609-49750-252	6,946.32	6,946.32	BEER
49785	04/28/23	C & L DISTRIBUTING CO.	1606679	1	609-49750-254	252.58	252.58	NA
49785	04/28/23	C & L DISTRIBUTING CO.	1606679	2	609-49750-252	5,744.15	5,744.15	BEER
49785	04/28/23	C & L DISTRIBUTING CO.	2366000239	1	609-49750-252	17.74-	17.74-	CREDIT BEER
Total 49785:							13,752.27	
49786	04/28/23	CARLSON, MAXINE	11-1100-00	1	001-10005	21.64	21.64	CREDIT ON FINAL WATER BILL
Total 49786:							21.64	
49787	04/28/23	CTW GROUP	11-0050-01	1	001-10005	15.00	15.00	CREDIT ON FINAL BILL
Total 49787:							15.00	
49788	04/28/23	DAHLHEIMER DISTRIBUTING C	1880548	1	609-49750-253	92.80	92.80	WINE
49788	04/28/23	DAHLHEIMER DISTRIBUTING C	1880548	2	609-49750-251	661.55	661.55	LIQUOR
49788	04/28/23	DAHLHEIMER DISTRIBUTING C	1880548	3	609-49750-252	13,030.95	13,030.95	BEER
49788	04/28/23	DAHLHEIMER DISTRIBUTING C	1880718	1	609-49750-252	24.00-	24.00-	CREDIT BEER
49788	04/28/23	DAHLHEIMER DISTRIBUTING C	1885487	1	609-49750-253	130.00	130.00	WINE

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
49788	04/28/23	DAHLHEIMER DISTRIBUTING C	1885487	2	609-49750-254	27.40	27.40	NA
49788	04/28/23	DAHLHEIMER DISTRIBUTING C	1885487	3	609-49750-252	10,782.35	10,782.35	BEER
Total 49788:							24,701.05	
49789	04/28/23	GRANITE CITY JOBBING	327887	1	609-49750-259	6.84	6.84	CREDIT OTHER FOR RESALE
49789	04/28/23	GRANITE CITY JOBBING	328598	1	609-49750-256	981.21	981.21	TOBACCO
49789	04/28/23	GRANITE CITY JOBBING	328598	2	609-49750-259	154.20	154.20	OTHER FOR RESALE
49789	04/28/23	GRANITE CITY JOBBING	328598	3	609-49750-333	10.00	10.00	DELIVERY
49789	04/28/23	GRANITE CITY JOBBING	329553	1	609-49750-254	4.38	4.38	NA
49789	04/28/23	GRANITE CITY JOBBING	329553	2	609-49750-259	181.24	181.24	OTHER FOR RESALE
49789	04/28/23	GRANITE CITY JOBBING	329553	3	609-49750-256	100.68	100.68	TOBACCO
49789	04/28/23	GRANITE CITY JOBBING	329553	4	609-49750-217	11.42	11.42	OTHER OPERATING SUPPLIES
49789	04/28/23	GRANITE CITY JOBBING	329553	5	609-49750-333	10.00	10.00	DELIVERY
Total 49789:							1,446.29	
49790	04/28/23	INDIAN ISLAND WINERY	5014	1	609-49750-253	602.88	602.88	WINE
Total 49790:							602.88	
49791	04/28/23	JOHNSON BROTHERS LIQUOR	2274305-1	1	609-49750-251	1,492.18	1,492.18	LIQUOR
49791	04/28/23	JOHNSON BROTHERS LIQUOR	2274305-1	2	609-49750-253	2,025.93	2,025.93	WINE
49791	04/28/23	JOHNSON BROTHERS LIQUOR	2274305-1	3	609-49750-333	121.92	121.92	DELIVERY
49791	04/28/23	JOHNSON BROTHERS LIQUOR	2274306	1	609-49750-251	2,236.50	2,236.50	LIQUOR
49791	04/28/23	JOHNSON BROTHERS LIQUOR	2274306	2	609-49750-333	42.24	42.24	DELIVERY
49791	04/28/23	JOHNSON BROTHERS LIQUOR	2278967	1	609-49750-254	78.00	78.00	NA
49791	04/28/23	JOHNSON BROTHERS LIQUOR	2278967	2	609-49750-253	936.56	936.56	WINE
49791	04/28/23	JOHNSON BROTHERS LIQUOR	2278967	3	609-49750-251	6,005.34	6,005.34	LIQUOR
49791	04/28/23	JOHNSON BROTHERS LIQUOR	2278967	4	609-49750-333	150.61	150.61	DELIVERY
49791	04/28/23	JOHNSON BROTHERS LIQUOR	2278968	1	609-49750-251	293.00	293.00	LIQUOR
49791	04/28/23	JOHNSON BROTHERS LIQUOR	2278968	2	609-49750-333	5.76	5.76	DELIVERY
Total 49791:							13,388.04	
49792	04/28/23	M. AMUNDSON LLP	360127	1	609-49750-259	38.64	38.64	OTHER FOR RESALE
49792	04/28/23	M. AMUNDSON LLP	360127	2	609-49750-256	1,319.81	1,319.81	TOBACCO
49792	04/28/23	M. AMUNDSON LLP	360367	1	609-49750-217	97.47	97.47	OTHER OPERATING SUPPLIES
49792	04/28/23	M. AMUNDSON LLP	360367	2	609-49750-256	474.12	474.12	TOBACCO
Total 49792:							1,930.04	
49793	04/28/23	MID-MN INSPECTIONS LLC	1120	1	101-42400-300	8,516.74	8,516.74	CONTRACTED BLDG OFFICIAL
Total 49793:							8,516.74	
49794	04/28/23	MILACA CHAMBER OF COMME	041923	1	101-41940-437	600.00	600.00	PARADE-GRANT #23-3307
Total 49794:							600.00	
49795	04/28/23	MILACA REC FEST & ACTIVITIE	041823	1	101-41940-437	600.00	600.00	DISBURSE IF GRANT #23-3312
Total 49795:							600.00	
49796	04/28/23	MILACA SENIOR CENTER	041923	1	101-41940-437	500.00	500.00	RRCF GRANT
Total 49796:							500.00	

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49797	04/28/23	MILACA WOLVES ARCHERY	042023	1	208-49020-437	750.00	750.00	GAMBLING FUND REQUEST
Total 49797:							750.00	
49798	04/28/23	PAUSTIS WINE COMPANY	199795	1	609-49750-254	103.00	103.00	NA
49798	04/28/23	PAUSTIS WINE COMPANY	199795	2	609-49750-251	450.00	450.00	LIQUOR
49798	04/28/23	PAUSTIS WINE COMPANY	199795	3	609-49750-253	2,514.00	2,514.00	WINE
49798	04/28/23	PAUSTIS WINE COMPANY	199795	4	609-49750-333	46.50	46.50	DELIVERY
Total 49798:							3,113.50	
49799	04/28/23	PHILLIPS WINE AND SPIRITS	6572731	1	609-49750-253	696.00	696.00	WINE
49799	04/28/23	PHILLIPS WINE AND SPIRITS	6572731	2	609-49750-251	2,190.36	2,190.36	LIQUOR
49799	04/28/23	PHILLIPS WINE AND SPIRITS	6572731	3	609-49750-254	79.99	79.99	NA
49799	04/28/23	PHILLIPS WINE AND SPIRITS	6572731	4	609-49750-333	83.04	83.04	DELIVERY
49799	04/28/23	PHILLIPS WINE AND SPIRITS	6576405	1	609-49750-253	737.90	737.90	WINE
49799	04/28/23	PHILLIPS WINE AND SPIRITS	6576405	2	609-49750-251	2,158.05	2,158.05	LIQUOR
49799	04/28/23	PHILLIPS WINE AND SPIRITS	6576405	3	609-49750-333	71.37	71.37	DELIVERY
Total 49799:							6,016.71	
49800	04/28/23	RED BULL DISTRIBUTION CO IN	2008491285	1	609-49750-254	28.28-	28.28-	CREDIT NA
49800	04/28/23	RED BULL DISTRIBUTION CO IN	5005543220	1	609-49750-254	150.36	150.36	NA
Total 49800:							122.08	
49801	04/28/23	SOUTHERN GLAZERS OF MN	2334419	1	609-49750-251	5,930.28	5,930.28	LIQUOR
49801	04/28/23	SOUTHERN GLAZERS OF MN	2334419	2	609-49750-333	63.94	63.94	DELIVERY
49801	04/28/23	SOUTHERN GLAZERS OF MN	2334420	1	609-49750-253	604.00	604.00	WINE
49801	04/28/23	SOUTHERN GLAZERS OF MN	2334420	2	609-49750-333	10.85	10.85	DELIVERY
49801	04/28/23	SOUTHERN GLAZERS OF MN	2336834	1	609-49750-251	1,466.85	1,466.85	LIQUOR
49801	04/28/23	SOUTHERN GLAZERS OF MN	2336834	2	609-49750-333	29.45	29.45	DELIVERY
Total 49801:							8,105.37	
49802	04/28/23	U.S. POSTMASTER	04272023	1	602-49400-322	234.98	234.98	APRIL WATER BILLS-WATER
49802	04/28/23	U.S. POSTMASTER	04272023	2	603-49450-322	234.98	234.98	APRIL WATER BILLS-SEWER
Total 49802:							469.96	
49803	04/28/23	VIKING BOTTLING CO.	3174160	1	609-49750-254	231.60	231.60	NA
49803	04/28/23	VIKING BOTTLING CO.	3182468	1	609-49750-254	251.85	251.85	NA
Total 49803:							483.45	
49804	04/28/23	VINOCOPIA	0327514	1	609-49750-253	217.50	217.50	WINE
49804	04/28/23	VINOCOPIA	0327514	2	609-49750-251	166.00	166.00	LIQUOR
49804	04/28/23	VINOCOPIA	0327514	3	609-49750-333	7.50	7.50	DELIVERY
Total 49804:							391.00	
49805	04/28/23	VISA	8948050723	2	101-45200-437	52.00	52.00	RESERVATION KEY
49805	04/28/23	VISA	8948050723	3	101-42110-437	16.50	16.50	POSTAGE-PD
49805	04/28/23	VISA	8948050723	4	101-42110-208	256.23	256.23	TRAINING-PD
49805	04/28/23	VISA	8948050723	5	101-43000-240	336.78	336.78	SPEED BINDERS-PW
49805	04/28/23	VISA	8948050723	6	101-45200-437	432.95	432.95	US FLAGS-PARKS
49805	04/28/23	VISA	8948050723	7	101-41510-208	469.68	469.68	MCFOA TRAINING-NEALLEY
49805	04/28/23	VISA	8948050723	8	101-41310-208	483.21	483.21	MCFOA TRAINING-PFAFF

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Total 49805:							2,047.35	
49806	04/28/23	WATSON COMPANY	133199	1	609-49750-259	115.20	115.20	OTHER FOR RESALE
49806	04/28/23	WATSON COMPANY	133199	2	609-49750-256	473.04	473.04	TOBACCO
49806	04/28/23	WATSON COMPANY	133199	3	609-49750-333	6.00	6.00	DELIVERY
Total 49806:							594.24	
49807	04/28/23	WINE MERCHANTS	7422535	1	609-49750-253	549.00	549.00	WINE
49807	04/28/23	WINE MERCHANTS	7422535	2	609-49750-333	8.64	8.64	DELIVERY
Total 49807:							557.64	
49808	05/12/23	AJW CONTRACTING INC	4430	1	609-49750-520	36,140.00	36,140.00	BEER CAVE
Total 49808:							36,140.00	
49809	05/12/23	AMAZON CAPITAL SERVICES	131T-CLF9-1	1	101-41940-217	1.29-	1.29-	SALES TAX CREDIT-CITY
49809	05/12/23	AMAZON CAPITAL SERVICES	141X-R4HK-	1	101-45200-437	8.85-	8.85-	SALES TAX CREDIT-PARKS
49809	05/12/23	AMAZON CAPITAL SERVICES	1VDD-GLNK-	1	101-41940-217	385.04	385.04	MINI TOWER, CLEANING SUPPLIES-CITY
49809	05/12/23	AMAZON CAPITAL SERVICES	1VDD-GLNK-	2	101-41940-437	56.74	56.74	SCREEN PROTECTORS-DELORIS
49809	05/12/23	AMAZON CAPITAL SERVICES	1VDD-GLNK-	3	101-42110-437	283.12	283.12	PHONE CASES, HEADSET-PD
49809	05/12/23	AMAZON CAPITAL SERVICES	1VDD-GLNK-	4	101-43000-240	510.65	510.65	DRIP TORCHES-PW
49809	05/12/23	AMAZON CAPITAL SERVICES	1VDD-GLNK-	5	101-45200-221	176.94	176.94	DECK WHEELS, LAZER-PARKS
49809	05/12/23	AMAZON CAPITAL SERVICES	1VDD-GLNK-	6	101-45200-437	450.39	450.39	BABY CHANGING STATION, SQUEEGEE, MISC-
49809	05/12/23	AMAZON CAPITAL SERVICES	1VDD-GLNK-	7	602-49400-217	117.99	117.99	OFFICE CHAIR-WATER
49809	05/12/23	AMAZON CAPITAL SERVICES	1VDD-GLNK-	8	603-49450-217	117.98	117.98	OFFICE CHAIR-SEWER
49809	05/12/23	AMAZON CAPITAL SERVICES	1VDD-GLNK-	9	609-49750-217	64.72	64.72	TOILET PAPER-LIQUOR
49809	05/12/23	AMAZON CAPITAL SERVICES	1VDD-GLNK-	12	101-42110-240	257.40	257.40	BIG EASY DELUX KITS-PD
Total 49809:							2,410.83	
49810	05/12/23	AW RESEARCH LABORATORIE	54416	1	603-49450-310	151.00	151.00	SEWER TESTNG
49810	05/12/23	AW RESEARCH LABORATORIE	54604	1	602-49400-310	101.00	101.00	COLIFORM BACTERIA/E.COLI TESTING
49810	05/12/23	AW RESEARCH LABORATORIE	54621	1	603-49450-310	1,211.30	1,211.30	SEWER TESTING
Total 49810:							1,463.30	
49811	05/12/23	BERNICKS	10072183	1	609-49750-253	55.40	55.40	WINE
49811	05/12/23	BERNICKS	10072183	2	609-49750-252	790.85	790.85	BEER
Total 49811:							846.25	
49812	05/12/23	BIG J'S SERVICE STATION	277	1	101-43000-212	657.13	657.13	GAS-PW
49812	05/12/23	BIG J'S SERVICE STATION	277	2	101-42280-212	413.91	413.91	GAS-FIRE
49812	05/12/23	BIG J'S SERVICE STATION	277	3	602-49400-212	571.18	571.18	GAS-WATER
49812	05/12/23	BIG J'S SERVICE STATION	277	4	603-49450-212	617.09	617.09	GAS-SEWER
49812	05/12/23	BIG J'S SERVICE STATION	277	5	101-45200-212	41.48	41.48	GAS-PARKS
Total 49812:							2,300.79	
49813	05/12/23	BREAKTHRU BEVERAGE MN	348869559	1	609-49750-251	774.00	774.00	LIQUOR
49813	05/12/23	BREAKTHRU BEVERAGE MN	348869559	2	609-49750-333	22.20	22.20	DELIVERY
Total 49813:							796.20	
49814	05/12/23	C & L DISTRIBUTING CO.	1603391	1	609-49750-254	64.54	64.54	NA

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49814	05/12/23	C & L DISTRIBUTING CO.	1603391	2	609-49750-252	6,920.16	6,920.16	BEER
49814	05/12/23	C & L DISTRIBUTING CO.	1609657	1	609-49750-254	57.70	57.70	NA
49814	05/12/23	C & L DISTRIBUTING CO.	1609657	2	609-49750-252	15,798.85	15,798.85	BEER
49814	05/12/23	C & L DISTRIBUTING CO.	2306000109	1	609-49750-252	198.80-	198.80-	CREDIT BEER
Total 49814:							22,642.45	
49815	05/12/23	CARLOS CREEK WINERY	24971	1	609-49750-253	897.00	897.00	WINE
Total 49815:							897.00	
49816	05/12/23	CENTRAL HYDRAULICS	132675	1	101-43000-221	11,880.96	11,880.96	2019 F250 TRUCK PLOW-PW
Total 49816:							11,880.96	
49817	05/12/23	CINTAS	4151595479	1	609-49750-310	83.88	83.88	RUGS - LIQUOR STORE
49817	05/12/23	CINTAS	4151764132	1	101-43000-434	82.89	82.89	UNIFORMS-PW
49817	05/12/23	CINTAS	4152298627	1	101-45500-310	40.53	40.53	RUGS-LIBRARY
49817	05/12/23	CINTAS	4152298636	1	101-45200-310	41.60	41.60	RUGS-GCC
49817	05/12/23	CINTAS	4152298641	1	101-41940-310	26.56	26.56	RUGS-CITY HALL
49817	05/12/23	CINTAS	4152469751	1	101-43000-434	82.89	82.89	UNIFORMS-PW
49817	05/12/23	CINTAS	4152964324	1	609-49750-310	59.56	59.56	RUGS - LIQUOR STORE
49817	05/12/23	CINTAS	4153105193	1	101-43000-434	82.89	82.89	UNIFORMS-PW
49817	05/12/23	CINTAS	4153716900	1	101-45200-310	41.60	41.60	RUGS-GCC
49817	05/12/23	CINTAS	4153716920	1	101-41940-310	26.56	26.56	RUGS-CITY HALL
49817	05/12/23	CINTAS	4153717023	1	101-45500-310	40.53	40.53	RUGS-LIBRARY
49817	05/12/23	CINTAS	4153865926	1	101-43000-434	82.89	82.89	UNIFORMS-PW
Total 49817:							692.38	
49818	05/12/23	CORE & MAIN LP	S597021	1	602-49400-580	5,050.00	5,050.00	CIP AMI METER PROJECT
49818	05/12/23	CORE & MAIN LP	S643464	1	602-49400-580	6,080.00	6,080.00	CIP AMI METER PROJECT
Total 49818:							11,130.00	
49819	05/12/23	CRAFTSMEN HOME IMPROVEM	23-023M	1	101-42400-437	51.00	51.00	REFUND ON BUILDING PERMIT
Total 49819:							51.00	
49820	05/12/23	CRYSTAL SPRINGS ICE	4005618	1	609-49750-259	239.30	239.30	OTHER FOR RESALE
49820	05/12/23	CRYSTAL SPRINGS ICE	4005618	2	609-49750-333	4.00	4.00	DELIVERY
Total 49820:							243.30	
49821	05/12/23	DAHLHEIMER DISTRIBUTING C	1890838	1	609-49750-252	14,294.70	14,294.70	BEER
49821	05/12/23	DAHLHEIMER DISTRIBUTING C	1890838	2	609-49750-253	167.00	167.00	WINE
49821	05/12/23	DAHLHEIMER DISTRIBUTING C	1890838	3	609-49750-254	246.00	246.00	NA
Total 49821:							14,707.70	
49822	05/12/23	Damien F. Toven & Associates, LL	1227	1	101-41610-304	1,075.00	1,075.00	CIVIL RETAINER
49822	05/12/23	Damien F. Toven & Associates, LL	1230	1	101-41610-304	468.75	468.75	CIVIL-BILLABLE
49822	05/12/23	Damien F. Toven & Associates, LL	1234	1	101-41610-304	4,025.72	4,025.72	CRIMINAL RETAINER
Total 49822:							5,569.47	
49823	05/12/23	DELL MARKETING LP	1066621971	1	101-41940-570	1,087.18	1,087.18	HARD DRIVE COMPUTER-CITY MANAGER

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Total 49823:							1,087.18	
49824	05/12/23	DIAMOND MAPS	5375	1	602-49400-309	360.00	360.00	1 YR SUBSCRIPTION
Total 49824:							360.00	
49825	05/12/23	E.C.M. PUBLISHERS, INC.	942586	1	101-41110-351	40.25	40.25	PH FOR PROPERTY ABATEMENTS
Total 49825:							40.25	
49826	05/12/23	ELGIN, CRAIG	050223	1	101-42110-208	61.43	61.43	MILEAGE FOR TRAINING-PD
Total 49826:							61.43	
49827	05/12/23	FARM-RITE EQUIPMENT INC.	E04562	1	101-43000-241	8,380.40	8,380.40	SOIL CONDITIONER-PW
49827	05/12/23	FARM-RITE EQUIPMENT INC.	E04572	1	603-49450-580	35,000.00	35,000.00	BOBCAT MINI EXCAVATOR
49827	05/12/23	FARM-RITE EQUIPMENT INC.	E04572	2	208-49020-406	10,978.12	10,978.12	BOBCAT MINI EXCAVATOR
Total 49827:							54,358.52	
49828	05/12/23	FLOWERPOT GREENHOUSE	000025	1	101-41940-225	862.50	862.50	DOWNTOWN FLOWERS
Total 49828:							862.50	
49829	05/12/23	FREEDOM FLIGHT, INC	2023-01	1	215-49000-310	1,500.00	1,500.00	MILACA FLY-IN SPONSORSHIP
Total 49829:							1,500.00	
49830	05/12/23	FRONTIER	011993-2-05	1	609-49750-321	164.17	164.17	PHONE SVC-LIQUOR STORE
49830	05/12/23	FRONTIER	032802-2-05	1	101-42280-321	52.71	52.71	PHONE SVC-FIRE (3465)
49830	05/12/23	FRONTIER	072480-2-05	1	602-49400-321	147.65	147.65	PHONE SVC-WATER (6134)
49830	05/12/23	FRONTIER	082197-2-05	1	602-49400-321	1.80	1.80	PHONE SVC-WATER (0121)
49830	05/12/23	FRONTIER	082488-2-05	1	101-49810-321	224.22	224.22	PHONE SVC-AIRPORT (2648)
Total 49830:							590.55	
49831	05/12/23	GOPHER STATE ONE CALL	3040594	1	602-49400-310	31.05	31.05	APRIL LOCATES
Total 49831:							31.05	
49832	05/12/23	GRAINGER	9672374775	1	101-45200-221	3.86	3.86	VACUUM BREAKER ASSEMBLY-PARKS
Total 49832:							3.86	
49833	05/12/23	GRANITE CITY JOBBING	330130	1	609-49750-256	11.45	11.45	CREDIT TOBACCO
49833	05/12/23	GRANITE CITY JOBBING	330136	1	609-49750-256	94.95	94.95	CREDIT TOBACCO
49833	05/12/23	GRANITE CITY JOBBING	330495	1	609-49750-256	508.73	508.73	TOBACCO
49833	05/12/23	GRANITE CITY JOBBING	330495	2	609-49750-259	80.45	80.45	OTHER FOR RESALE
49833	05/12/23	GRANITE CITY JOBBING	330495	3	609-49750-333	10.00	10.00	DELIVERY
Total 49833:							492.78	
49834	05/12/23	GRANITE ELECTRONICS	150013053-1	1	101-42280-241	2,080.00	2,080.00	PAGERS-FIRE
Total 49834:							2,080.00	
49835	05/12/23	HACH COMPANY	13538183	1	602-49400-216	251.00	251.00	CHEMICALS

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Total 49835:							251.00	
49836	05/12/23	HAWKINS, INC.	6446836	1	602-49400-216	20.00	20.00	CHEMICALS
Total 49836:							20.00	
49837	05/12/23	HEID, GRANT	3	1	602-49400-530	3,640.00	3,640.00	FREE STANDING PANELS
Total 49837:							3,640.00	
49838	05/12/23	HY-TECH AUTOMOTIVE	50894	1	101-42110-212	801.02	801.02	2019 EXPLORER REPAIR
Total 49838:							801.02	
49839	05/12/23	IPRINT TECHNOLOGIES	1018919	1	101-41940-201	426.00	426.00	TONER-DELORIS
49839	05/12/23	IPRINT TECHNOLOGIES	1026456	1	101-41510-201	426.00	426.00	TONER - TREASURER
Total 49839:							852.00	
49840	05/12/23	JIMS MILLE LACS DISPOSAL	211948-0523	1	101-42280-384	25.00	25.00	GARBAGE-FIRE
49840	05/12/23	JIMS MILLE LACS DISPOSAL	211948-0523	2	101-41940-310	87.62	87.62	GARBAGE-CITY
49840	05/12/23	JIMS MILLE LACS DISPOSAL	211948-0523	3	101-45200-384	49.28	49.28	GARBAGE-PARKS
49840	05/12/23	JIMS MILLE LACS DISPOSAL	212276-0523	1	101-45200-384	95.22	95.22	GARBAGE-PARKS
49840	05/12/23	JIMS MILLE LACS DISPOSAL	219225-0523	1	609-49750-384	72.54	72.54	GARBAGE - LIQUOR
49840	05/12/23	JIMS MILLE LACS DISPOSAL	3249517-052	1	101-45200-415	148.39	148.39	CHANGING SHELTER
Total 49840:							478.05	
49841	05/12/23	JINDRAS RENTAL SERVICE	1007	1	603-49450-310	400.00	400.00	ROTO ROOTERED SEWER-240 2ND AVE
Total 49841:							400.00	
49842	05/12/23	JOHN DEERE FINANCIAL	9517349	1	101-43000-212	1,857.50	1,857.50	BULK OIL-PW
Total 49842:							1,857.50	
49843	05/12/23	JOHNSON BROTHERS LIQUOR	2283421	1	609-49750-251	8,381.50	8,381.50	LIQUOR
49843	05/12/23	JOHNSON BROTHERS LIQUOR	2283421	2	609-49750-253	450.00	450.00	WINE
49843	05/12/23	JOHNSON BROTHERS LIQUOR	2283421	3	609-49750-254	370.00	370.00	NA
49843	05/12/23	JOHNSON BROTHERS LIQUOR	2283421	4	609-49750-333	138.57	138.57	DELIVERY
Total 49843:							9,340.07	
49844	05/12/23	KOCHS HARDWARE HANK	043023	1	101-41940-401	191.88	191.88	MASONRY SEALANT
49844	05/12/23	KOCHS HARDWARE HANK	043023	2	101-41940-437	26.97	26.97	POTTING MIX, PATCH CORD-CITY
49844	05/12/23	KOCHS HARDWARE HANK	043023	3	101-42110-437	18.98	18.98	CLEANING SUPPLIES-PD
49844	05/12/23	KOCHS HARDWARE HANK	043023	4	101-42280-217	29.97	29.97	CLEANING SUPPLIES, EAR PLUGS-FIRE
49844	05/12/23	KOCHS HARDWARE HANK	043023	5	101-42280-437	75.96	75.96	SAFETY GLASSES-FIRE
49844	05/12/23	KOCHS HARDWARE HANK	043023	6	101-43000-215	87.55	87.55	SHOP SUPPLIES-PW
49844	05/12/23	KOCHS HARDWARE HANK	043023	7	101-43000-217	456.81	456.81	DRIVEWAY MARKERS, USB, SAW BLADES, WIR
49844	05/12/23	KOCHS HARDWARE HANK	043023	8	101-43000-230	39.98	39.98	EAR PLUGS, WELDING CAP-PW
49844	05/12/23	KOCHS HARDWARE HANK	043023	9	101-43000-240	89.99	89.99	FLOOD LIGHT-PW
49844	05/12/23	KOCHS HARDWARE HANK	043023	10	101-43000-217	12.99	12.99	MISC-PW
49844	05/12/23	KOCHS HARDWARE HANK	043023	11	101-45200-401	191.88	191.88	MASONRY SEALANT-PARKS
49844	05/12/23	KOCHS HARDWARE HANK	043023	12	101-45200-437	24.99	24.99	MISC-PARKS
49844	05/12/23	KOCHS HARDWARE HANK	043023	13	101-45600-437	297.48	297.48	DEHUMIDIFIER-MUSEUM
49844	05/12/23	KOCHS HARDWARE HANK	043023	14	101-49810-401	191.88	191.88	MASONRY SEALANT-AIRPORT



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49844	05/12/23	KOCHS HARDWARE HANK	043023	15	603-49450-217	73.97	73.97	GATE BATTERY, TORCH TIP-SEWER
49844	05/12/23	KOCHS HARDWARE HANK	043023	16	609-49750-217	100.84	100.84	SUPPLIES-LIQUOR
49844	05/12/23	KOCHS HARDWARE HANK	043023	17	609-49750-401	191.88	191.88	MASONRY SEALANT-LIQUOR
Total 49844:							2,104.00	
49845	05/12/23	L.E.L.S.	238-0523	1	101-21710	405.00	405.00	MAY POLICE UNION DUES
Total 49845:							405.00	
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	1	101-41940-361	63,032.52	63,032.52	PROP/LIAB-CITY
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	2	101-42280-361	4,604.33	4,604.33	PROP/LIAB-FIRE
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	3	101-49010-361	1,075.50	1,075.50	PROP/LIAB-SR. CENTER
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	4	101-49810-361	2,961.33	2,961.33	PROP/LIAB-AIRPORT
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	5	602-49400-361	9,362.83	9,362.83	PROP/LIAB-WATER
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	6	603-49450-361	3,069.83	3,069.83	PROP/LIAB-SEWER
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	7	609-49750-361	1,594.33	1,594.33	PROP/LIAB-LIQUOR
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	9	609-49750-364	3,726.00	3,726.00	PROP/LIAB DRAM SHOP-LIQUOR
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	10	101-41940-363	8,247.00	8,247.00	AUTO-GENERAL FUND
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	11	101-42280-363	2,253.00	2,253.00	AUTO-FIRE
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	12	101-49810-363	1,184.00	1,184.00	AUTO-AIRPORT
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	13	602-49400-363	298.50	298.50	AUTO-WATER
49846	05/12/23	LEAGUE OF MN CITIES INSUR	40000739-04	14	603-49450-363	298.50	298.50	AUTO-SEWER
Total 49846:							101,707.67	
49847	05/12/23	LINCOLN MARKETING	64406	1	609-49750-343	649.00	649.00	ADVERTISING
Total 49847:							649.00	
49848	05/12/23	MACQUEEN EQUIPMENT	P48997	1	101-43000-221	945.19	945.19	WATER PUMP-PW
49848	05/12/23	MACQUEEN EQUIPMENT	P49163	1	101-43000-221	274.17	274.17	CLAMPS-PW
Total 49848:							1,219.36	
49849	05/12/23	MED-COMPASS, INC.	43230	1	101-42280-305	460.00	460.00	MEDICAL EXAMS - FIRE
Total 49849:							460.00	
49850	05/12/23	MEYERS MILACA PARTS CITY	2071-042923	1	101-43000-221	140.60	140.60	OIL & FILTER BOBCAT-PW
49850	05/12/23	MEYERS MILACA PARTS CITY	2071-042923	2	101-43000-212	225.25	225.25	FUEL PUMP ASSEMBLY-PW
Total 49850:							365.85	
49851	05/12/23	MILACA AUTO VALUE	1302823-042	1	101-42110-437	32.16	32.16	OIL & FUNNERL-PD
49851	05/12/23	MILACA AUTO VALUE	1302823-042	2	101-45200-437	124.96	124.96	OIL FOR LAWNMOWERS-PARKS
49851	05/12/23	MILACA AUTO VALUE	1302823-042	3	101-43000-212	26.79	26.79	OIL FOR 2011 CHEV-PW
Total 49851:							183.91	
49852	05/12/23	MILACA BLDG CENTER	043023	1	602-49400-530	1,784.60	1,784.60	REC PARK PUMP
Total 49852:							1,784.60	
49853	05/12/23	MILACA CHAMBER OF COMME	050123	1	101-31410	671.23	671.23	MARCH 2023 RECEIPTS-APRIL PMT
Total 49853:							671.23	

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49854	05/12/23	MILACA IRON & METAL	001121	1	101-43000-221	417.60	417.60	PARTS-PW
Total 49854:							417.60	
49855	05/12/23	MILACA UNCLAIMED FREIGHT	041323	1	101-45200-437	17.98	17.98	MISC-PARKS
Total 49855:							17.98	
49856	05/12/23	MILLE LACS COUNTY DAC	40707	1	101-41940-310	369.84	369.84	CLEANING-CITY
49856	05/12/23	MILLE LACS COUNTY DAC	40707	2	101-45500-310	283.24	283.24	CLEANING-LIBRARY
49856	05/12/23	MILLE LACS COUNTY DAC	40707	3	101-42280-310	22.35	22.35	CLEANING-FIRE HALL
49856	05/12/23	MILLE LACS COUNTY DAC	40707	4	101-45200-310	98.71	98.71	CLEANING SVCS- GORECKI CENTER
Total 49856:							774.14	
49857	05/12/23	MILLER TRUCKING	6763	1	609-49750-333	96.60	96.60	DELIVERY
Total 49857:							96.60	
49858	05/12/23	MN COMPUTER SYSTEMS INC	370928	1	101-41940-310	102.18	102.18	COPIER MAINTENANCE-CITY HALL
Total 49858:							102.18	
49859	05/12/23	MN PEIP	1280858	1	101-21706	25,133.79	25,133.79	MEDICAL INS-JUNE COVERAGE
Total 49859:							25,133.79	
49860	05/12/23	PHILLIPS WINE AND SPIRITS	6583007	1	609-49750-251	753.50	753.50	LIQUOR
49860	05/12/23	PHILLIPS WINE AND SPIRITS	6583007	2	609-49750-333	17.28	17.28	DELIVERY
Total 49860:							770.78	
49861	05/12/23	QUILL CORPORATION	32077346	1	603-49450-201	96.45	96.45	ENVELOPES-SEWER
49861	05/12/23	QUILL CORPORATION	32077346	2	602-49400-201	96.45	96.45	ENVELOPES-WATER
Total 49861:							192.90	
49862	05/12/23	SCHLENNER WENNER & CO	305636	1	101-41540-301	7,280.00	7,280.00	2022 AUDIT-AUDITING
49862	05/12/23	SCHLENNER WENNER & CO	305636	2	602-49400-301	2,100.00	2,100.00	2022 AUDIT-WATER
49862	05/12/23	SCHLENNER WENNER & CO	305636	3	603-49450-301	2,100.00	2,100.00	2022 AUDIT-SEWER
49862	05/12/23	SCHLENNER WENNER & CO	305636	4	609-49750-301	1,680.00	1,680.00	2022 AUDIT-LIQUOR
Total 49862:							13,160.00	
49863	05/12/23	SENTRY SYSTEMS, INC.	785271	1	609-49750-401	160.31	160.31	REPAIR/BUILDING MAINT.
Total 49863:							160.31	
49864	05/12/23	SIG SAUER	4911082	1	213-42110-243	518.36	518.36	RIFLE OPTICS-PD
Total 49864:							518.36	
49865	05/12/23	SOUTHERN GLAZERS OF MN	2339204	1	609-49750-251	3,167.08	3,167.08	LIQUOR
49865	05/12/23	SOUTHERN GLAZERS OF MN	2339204	2	609-49750-333	48.05	48.05	DELIVERY
49865	05/12/23	SOUTHERN GLAZERS OF MN	2339205	1	609-49750-253	80.00	80.00	WINE
49865	05/12/23	SOUTHERN GLAZERS OF MN	2339205	2	609-49750-333	1.55	1.55	DELIVERY

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Total 49865:							3,296.68	
49866	05/12/23	STANTEC	2077048	1	101-41120-310	2,885.25	2,885.25	PLANNING & ZONING
49866	05/12/23	STANTEC	2077051	1	501-43100-303	5,878.64	5,878.64	AIRPORT ROAD GRANT
Total 49866:							8,763.89	
49867	05/12/23	STAR PUBLICATIONS	212841	1	609-49750-343	165.00	165.00	ADVERTISING
Total 49867:							165.00	
49868	05/12/23	SUPER X POWER	715219	1	101-45200-221	162.87	162.87	BLADES FOR LAWNMOWER-PARKS
49868	05/12/23	SUPER X POWER	715298	1	101-45200-221	72.00	72.00	BLADES FOR LAWNMOWER-PARKS
Total 49868:							234.87	
49869	05/12/23	SURPLUS SERVICES	00014149	1	602-49400-240	57.00	57.00	TOOL KIT-WATER
49869	05/12/23	SURPLUS SERVICES	20040934	1	101-41940-570	389.00	389.00	OFFICE FURNITURE-CITY
Total 49869:							446.00	
49870	05/12/23	SWANK MOTION PICTURES INC	2042515	1	215-49000-310	990.00	990.00	MOVIE IN THE PARK-7/21 & 8/18-EVENTS
Total 49870:							990.00	
49871	05/12/23	SWANSTON EQUIPMENT COMP	E08890	1	101-43000-241	14,070.00	14,070.00	HOT BOX-PW
Total 49871:							14,070.00	
49872	05/12/23	TEALS MARKET	3141018-042	1	215-49000-437	18.96	18.96	JOB FAIR SUPPLIES
Total 49872:							18.96	
49873	05/12/23	TWIN CITIES AIR CLEANING SP	16527	1	101-41940-401	145.73	145.73	FILTERS-CITY
49873	05/12/23	TWIN CITIES AIR CLEANING SP	16527	2	101-43000-401	145.73	145.73	FILTERS-PW
49873	05/12/23	TWIN CITIES AIR CLEANING SP	16527	3	101-45500-401	145.73	145.73	FILTERS-LIBRARY
49873	05/12/23	TWIN CITIES AIR CLEANING SP	16527	4	101-49010-401	145.73	145.73	FILTERS-SR. CENTER
49873	05/12/23	TWIN CITIES AIR CLEANING SP	16527	5	101-49810-401	145.73	145.73	FILTERS-AIRPORT
49873	05/12/23	TWIN CITIES AIR CLEANING SP	16527	6	208-45600-401	145.71	145.71	FILTERS-MUSEUM
Total 49873:							874.36	
49874	05/12/23	VAULT HEALTH	FL00577815	1	101-43000-305	67.84	67.84	DRUG TEST-PW
Total 49874:							67.84	
49875	05/12/23	VERIZON WIRELESS	9933573082	1	602-49400-321	117.06	117.06	PHONE SERVICE WATER TRMT PLANT
Total 49875:							117.06	
49876	05/12/23	VINOCOPIA	0328372	1	609-49750-253	260.00	260.00	WINE
49876	05/12/23	VINOCOPIA	0328372	2	609-49750-251	430.00	430.00	LIQUOR
49876	05/12/23	VINOCOPIA	0328372	3	609-49750-254	40.00	40.00	NA
49876	05/12/23	VINOCOPIA	0328372	4	609-49750-333	16.00	16.00	DELIVERY
Total 49876:							746.00	

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49877	05/12/23	WATSON COMPANY	133332	1	609-49750-259	110.03	110.03	OTHER FOR RESALE
49877	05/12/23	WATSON COMPANY	133332	2	609-49750-256	1,245.44	1,245.44	TOBACCO
49877	05/12/23	WATSON COMPANY	133332	3	609-49750-333	6.00	6.00	DELIVERY
Total 49877:							1,361.47	
49878	05/12/23	WEX BANK	89135397	1	101-42110-212	1,566.62	1,566.62	GAS-POLICE VEHICLES
Total 49878:							1,566.62	
49879	05/12/23	YOST, EDWARD	162	1	101-41940-309	125.00	125.00	IT SERVICES-CITY
49879	05/12/23	YOST, EDWARD	162	2	101-42280-309	125.00	125.00	IT SERVICES-FIRE
49879	05/12/23	YOST, EDWARD	162	3	101-43000-309	125.00	125.00	IT SERVICES-PW
49879	05/12/23	YOST, EDWARD	162	4	602-49400-309	62.50	62.50	IT SERVICES-WATER
49879	05/12/23	YOST, EDWARD	162	5	603-49450-309	62.50	62.50	IT SERVICES-SEWER
49879	05/12/23	YOST, EDWARD	162	7	101-42110-309	125.00	125.00	IT SERVICES-PD
Total 49879:							625.00	
49880	05/12/23	ZABINSKI BUSINESS SERVICES	2902	1	609-49750-309	240.00	240.00	ONLINE BACKUPS/VERIFICATION
Total 49880:							240.00	
49881	05/12/23	ZARNOTH BRUSH WORKS, INC	0193455	1	101-43000-221	1,309.00	1,309.00	SWEEPER PARTS-PW
Total 49881:							1,309.00	
49882	05/12/23	MOTOROLA	1187098670	1	101-42280-241	3,696.48	3,696.48	RADIO-FIRE
Total 49882:							3,696.48	
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	1	619-49900-321	112.27	112.27	PHONE SERVICE 1099-DEP REG
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	2	101-45500-321	45.36	45.36	PHONE SERVICE - LIBRARY
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	3	101-45200-321	50.36	50.36	INTERNET SERVICE - REC PARK
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	4	101-43000-321	90.72	90.72	INTERNET SERVICE - PW
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	5	101-42110-321	57.75	57.75	PHONE SERVICE 3069 - POLICE
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	6	101-42110-321	42.59	42.59	PHONE SERVICE 5325 - POLICE
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	7	101-42110-321	82.10	82.10	PHONE SERVICE 6166 - POLICE
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	8	101-41940-321	56.39	56.39	PHONE SERVICE 3141 - CITY HALL
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	9	101-41940-321	7.16	7.16	PHONE SERVICE 3142 - CITY HALL
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	10	101-43000-321	76.70	76.70	PHONE SERVICE 5216 - PW
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	11	619-49900-321	87.92	87.92	PHONE SERVICE 3143 - DEP REG
821348	05/10/23	BENTON COMMUNICATIONS	0238009658-	12	619-49900-321	7.16	7.16	PHONE SERVICE 3449 - DEP REG
Total 821348:							716.48	
821349	05/10/23	BENTON COMMUNICATIONS	0238009623-	1	101-42280-321	99.88	99.88	PHONE SERVICE 3465-FIRE
Total 821349:							99.88	
821350	05/10/23	CENTERPOINT ENERGY	8000014099-	1	101-42280-381	527.37	527.37	FIRE HALL
821350	05/10/23	CENTERPOINT ENERGY	8000014099-	2	208-45600-381	332.18	332.18	HISTORICAL SOCIETY
821350	05/10/23	CENTERPOINT ENERGY	8000014099-	3	101-43000-381	1,555.56	1,555.56	PUBLIC WORKS
821350	05/10/23	CENTERPOINT ENERGY	8000014099-	4	101-49010-381	207.05	207.05	SENIOR CENTER
821350	05/10/23	CENTERPOINT ENERGY	8000014099-	5	101-41940-381	323.65	323.65	CITY HALL
821350	05/10/23	CENTERPOINT ENERGY	8000014099-	6	602-49400-381	469.58	469.58	WATER PLANT
821350	05/10/23	CENTERPOINT ENERGY	8000014099-	7	101-45500-381	585.08	585.08	LIBRARY
821350	05/10/23	CENTERPOINT ENERGY	8000014099-	8	101-45200-381	173.17	173.17	GORECKI BLDG

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Total 821350:							4,173.64	
821351	05/10/23	CENTERPOINT ENERGY	5826769-1-0	1	609-49750-381	680.33	680.33	GAS - LIQUOR STORE
Total 821351:							680.33	
821352	05/10/23	DELTA DENTAL OF MN	CNS0001229	1	101-21712	1,601.50	1,601.50	DENTAL INS - MAY 2023
Total 821352:							1,601.50	
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	1	101-43000-381	489.64	489.64	PUBLIC WORKS
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	2	101-49010-381	115.73	115.73	SENIOR CENTER
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	3	101-49810-381	267.01	267.01	AIRPORT
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	4	101-45200-381	157.36	157.36	PARKS
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	5	101-43000-380	3,069.35	3,069.35	STREET LIGHTS
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	6	101-42110-437	100.75	100.75	PUBLIC SAFETY
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	7	208-45600-381	191.03	191.03	HISTORICAL SOCIETY
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	8	101-45500-381	607.91	607.91	LIBRARY
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	9	602-49400-381	3,286.87	3,286.87	WATER DEPT
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	10	603-49450-381	976.82	976.82	SEWER DEPT
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	11	101-42280-381	1,357.96	1,357.96	FIRE HALL
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	12	101-41940-381	690.67	690.67	CITY HALL
821353	05/10/23	EAST CENTRAL ENERGY	832400-0523	13	609-49750-381	1,987.44	1,987.44	LIQUOR STORE
Total 821353:							13,298.54	
821354	05/10/23	EAST CENTRAL ENERGY	050123	1	212-49000-603	555.56	555.56	RLF LOAN
Total 821354:							555.56	
821355	05/10/23	FURTHER-HSA	050123	1	101-21705	8,085.00	8,085.00	MAY HSA CONTRIBUTIONS
Total 821355:							8,085.00	
821356	05/10/23	MIDCONTINENT COMMUNICATI	14799080113	1	101-42110-321	133.39	133.39	INTERNET- POLICE
Total 821356:							133.39	
821357	05/10/23	MN DEPT OF LABOR & INDUST	DLIMN10008	1	101-32210	945.97	945.97	1ST QTR SURCHARGE
Total 821357:							945.97	
821358	05/10/23	MN DEPT OF REVENUE	APR LIQ TAX	1	609-20800	22,020.00	22,020.00	LIQUOR SALES TAX
Total 821358:							22,020.00	
821359	05/10/23	MN DEPT OF REVENUE	APR WAT TA	1	602-20800	401.00	401.00	W/S SALES TAX
821359	05/10/23	MN DEPT OF REVENUE	APR WAT TA	2	101-34780	157.00	157.00	SALES TAX-RESERVATION FEE
821359	05/10/23	MN DEPT OF REVENUE	APR WAT TA	3	101-36200	7.00	7.00	SALES TAX - MISC
Total 821359:							565.00	
821360	05/10/23	NCPERS GROUP LIFE INS	6272000520	1	101-21709	96.00	96.00	GROUP LIFE INS - MAY 2023
Total 821360:							96.00	
821361	05/10/23	UNUM	0691590-001	1	101-21707	1,038.95	1,038.95	LIFE, STD, LTD-MAY 2023

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Total 821361:							1,038.95	
990000179	04/24/23	AMERICAN FDS-EFTPS	PR0423231	1	101-21708	325.00	325.00	AMERICAN FUNDS AMERICAN FUNDS Pay Per
Total 990000179:							325.00	
990000180	04/24/23	EFTPS-FED TAXPAYMENT	PR0423231	1	101-21703	2,796.72	2,796.72	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
990000180	04/24/23	EFTPS-FED TAXPAYMENT	PR0423231	2	101-21701	4,866.40	4,866.40	FED/SSI/MEDICARE FEDERAL WITHHOLDING T
990000180	04/24/23	EFTPS-FED TAXPAYMENT	PR0423231	3	101-21703	2,796.72	2,796.72	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
990000180	04/24/23	EFTPS-FED TAXPAYMENT	PR0423231	4	101-21703	922.98	922.98	FED/SSI/MEDICARE MEDICARE Pay Period: 4/2
990000180	04/24/23	EFTPS-FED TAXPAYMENT	PR0423231	5	101-21703	922.98	922.98	FED/SSI/MEDICARE MEDICARE Pay Period: 4/2
Total 990000180:							12,305.80	
990000181	04/24/23	EFTPS-STATE TAXPAYMENT	PR0423231	1	101-21702	2,626.97	2,626.97	SWT STATE WITHHOLDING TAX Pay Period: 4/2
Total 990000181:							2,626.97	
990000182	04/24/23	GOVONE SOLUTIONS	PR0423231	1	101-21704	3,366.22	3,366.22	PERA PERA PROTECTIVE Pay Period: 4/23/202
990000182	04/24/23	GOVONE SOLUTIONS	PR0423231	2	101-21704	2,872.46	2,872.46	PERA PERA COORDINATED Pay Period: 4/23/20
990000182	04/24/23	GOVONE SOLUTIONS	PR0423231	3	101-21704	3,314.39	3,314.39	PERA PERA COORDINATED Pay Period: 4/23/20
990000182	04/24/23	GOVONE SOLUTIONS	PR0423231	4	101-21704	2,244.14	2,244.14	PERA PERA PROTECTIVE Pay Period: 4/23/202
Total 990000182:							11,797.21	
990000183	04/26/23	EFTPS-FED TAXPAYMENT	PR0423231	6	101-21703	12.40	12.40	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
990000183	04/26/23	EFTPS-FED TAXPAYMENT	PR0423231	7	101-21703	12.40	12.40	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
990000183	04/26/23	EFTPS-FED TAXPAYMENT	PR0423231	8	101-21703	2.90	2.90	FED/SSI/MEDICARE MEDICARE Pay Period: 4/2
990000183	04/26/23	EFTPS-FED TAXPAYMENT	PR0423231	9	101-21703	2.90	2.90	FED/SSI/MEDICARE MEDICARE Pay Period: 4/2
Total 990000183:							30.60	
990000184	05/08/23	AMERICAN FDS-EFTPS	PR0507231	1	101-21708	325.00	325.00	AMERICAN FUNDS AMERICAN FUNDS Pay Per
Total 990000184:							325.00	
990000185	05/08/23	EFTPS-FED TAXPAYMENT	PR0507231	1	101-21703	2,642.50	2,642.50	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
990000185	05/08/23	EFTPS-FED TAXPAYMENT	PR0507231	2	101-21701	5,093.66	5,093.66	FED/SSI/MEDICARE FEDERAL WITHHOLDING T
990000185	05/08/23	EFTPS-FED TAXPAYMENT	PR0507231	3	101-21703	2,642.50	2,642.50	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
990000185	05/08/23	EFTPS-FED TAXPAYMENT	PR0507231	4	101-21703	920.91	920.91	FED/SSI/MEDICARE MEDICARE Pay Period: 5/7
990000185	05/08/23	EFTPS-FED TAXPAYMENT	PR0507231	5	101-21703	920.91	920.91	FED/SSI/MEDICARE MEDICARE Pay Period: 5/7
Total 990000185:							12,220.48	
990000186	05/08/23	EFTPS-STATE TAXPAYMENT	PR0507231	1	101-21702	2,668.15	2,668.15	SWT STATE WITHHOLDING TAX Pay Period: 5/7
Total 990000186:							2,668.15	
990000187	05/08/23	GOVONE SOLUTIONS	PR0507231	1	101-21704	3,781.34	3,781.34	PERA PERA PROTECTIVE Pay Period: 5/7/2023
990000187	05/08/23	GOVONE SOLUTIONS	PR0507231	2	101-21704	2,805.69	2,805.69	PERA PERA COORDINATED Pay Period: 5/7/20
990000187	05/08/23	GOVONE SOLUTIONS	PR0507231	3	101-21704	3,237.35	3,237.35	PERA PERA COORDINATED Pay Period: 5/7/20
990000187	05/08/23	GOVONE SOLUTIONS	PR0507231	4	101-21704	2,520.91	2,520.91	PERA PERA PROTECTIVE Pay Period: 5/7/2023
Total 990000187:							12,345.29	
Grand Totals:							591,302.22	

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-10005	36.64	.00	36.64
001-20200	.00	36.64-	36.64-
101-20200	10.14	275,376.16-	275,366.02-
101-21701	9,960.06	.00	9,960.06
101-21702	5,295.12	.00	5,295.12
101-21703	14,596.82	.00	14,596.82
101-21704	24,142.50	.00	24,142.50
101-21705	8,085.00	.00	8,085.00
101-21706	25,133.79	.00	25,133.79
101-21707	1,038.95	.00	1,038.95
101-21708	650.00	.00	650.00
101-21709	96.00	.00	96.00
101-21710	405.00	.00	405.00
101-21712	1,601.50	.00	1,601.50
101-31410	671.23	.00	671.23
101-32210	945.97	.00	945.97
101-34780	157.00	.00	157.00
101-36200	7.00	.00	7.00
101-41110-351	40.25	.00	40.25
101-41120-310	2,885.25	.00	2,885.25
101-41310-208	483.21	.00	483.21
101-41510-201	426.00	.00	426.00
101-41510-208	469.68	.00	469.68
101-41540-301	7,280.00	.00	7,280.00
101-41610-304	5,569.47	.00	5,569.47
101-41940-201	426.00	.00	426.00
101-41940-217	385.04	1.29-	383.75
101-41940-225	862.50	.00	862.50
101-41940-309	125.00	.00	125.00
101-41940-310	612.76	.00	612.76
101-41940-321	63.55	.00	63.55
101-41940-361	63,032.52	.00	63,032.52
101-41940-363	8,247.00	.00	8,247.00
101-41940-381	1,014.32	.00	1,014.32
101-41940-401	337.61	.00	337.61
101-41940-437	1,783.71	.00	1,783.71
101-41940-570	1,476.18	.00	1,476.18
101-42110-208	317.66	.00	317.66
101-42110-212	2,367.64	.00	2,367.64
101-42110-240	257.40	.00	257.40
101-42110-309	125.00	.00	125.00
101-42110-321	315.83	.00	315.83
101-42110-437	451.51	.00	451.51
101-42280-212	413.91	.00	413.91
101-42280-217	29.97	.00	29.97
101-42280-241	5,776.48	.00	5,776.48
101-42280-305	460.00	.00	460.00
101-42280-309	125.00	.00	125.00
101-42280-310	22.35	.00	22.35
101-42280-321	152.59	.00	152.59
101-42280-361	4,604.33	.00	4,604.33
101-42280-363	2,253.00	.00	2,253.00
101-42280-381	1,885.33	.00	1,885.33
101-42280-384	25.00	.00	25.00
101-42280-437	75.96	.00	75.96
101-42400-300	8,516.74	.00	8,516.74
101-42400-437	51.00	.00	51.00

GL Account	Debit	Credit	Proof
101-43000-212	2,766.67	.00	2,766.67
101-43000-215	87.55	.00	87.55
101-43000-217	469.80	.00	469.80
101-43000-221	14,967.52	.00	14,967.52
101-43000-230	39.98	.00	39.98
101-43000-240	937.42	.00	937.42
101-43000-241	22,450.40	.00	22,450.40
101-43000-305	67.84	.00	67.84
101-43000-309	125.00	.00	125.00
101-43000-321	167.42	.00	167.42
101-43000-380	3,069.35	.00	3,069.35
101-43000-381	2,045.20	.00	2,045.20
101-43000-401	145.73	.00	145.73
101-43000-434	331.56	.00	331.56
101-45200-212	41.48	.00	41.48
101-45200-221	415.67	.00	415.67
101-45200-310	181.91	.00	181.91
101-45200-321	50.36	.00	50.36
101-45200-381	330.53	.00	330.53
101-45200-384	144.50	.00	144.50
101-45200-401	191.88	.00	191.88
101-45200-415	148.39	.00	148.39
101-45200-437	1,103.27	8.85-	1,094.42
101-45500-310	364.30	.00	364.30
101-45500-321	45.36	.00	45.36
101-45500-381	1,192.99	.00	1,192.99
101-45500-401	145.73	.00	145.73
101-45600-437	297.48	.00	297.48
101-49010-361	1,075.50	.00	1,075.50
101-49010-381	322.78	.00	322.78
101-49010-401	145.73	.00	145.73
101-49810-321	224.22	.00	224.22
101-49810-361	2,961.33	.00	2,961.33
101-49810-363	1,184.00	.00	1,184.00
101-49810-381	267.01	.00	267.01
101-49810-401	337.61	.00	337.61
208-20200	.00	12,397.04-	12,397.04-
208-45600-381	523.21	.00	523.21
208-45600-401	145.71	.00	145.71
208-49020-406	10,978.12	.00	10,978.12
208-49020-437	750.00	.00	750.00
212-20200	.00	555.56-	555.56-
212-49000-603	555.56	.00	555.56
213-20200	.00	518.36-	518.36-
213-42110-243	518.36	.00	518.36
215-20200	.00	2,508.96-	2,508.96-
215-49000-310	2,490.00	.00	2,490.00
215-49000-437	18.96	.00	18.96
501-20200	.00	5,878.64-	5,878.64-
501-43100-303	5,878.64	.00	5,878.64
602-20200	.00	34,643.04-	34,643.04-
602-20800	401.00	.00	401.00
602-49400-201	96.45	.00	96.45
602-49400-212	571.18	.00	571.18
602-49400-216	271.00	.00	271.00
602-49400-217	117.99	.00	117.99
602-49400-240	57.00	.00	57.00
602-49400-301	2,100.00	.00	2,100.00
602-49400-309	422.50	.00	422.50



GL Account	Debit	Credit	Proof
602-49400-310	132.05	.00	132.05
602-49400-321	266.51	.00	266.51
602-49400-322	234.98	.00	234.98
602-49400-361	9,362.83	.00	9,362.83
602-49400-363	298.50	.00	298.50
602-49400-381	3,756.45	.00	3,756.45
602-49400-530	5,424.60	.00	5,424.60
602-49400-580	11,130.00	.00	11,130.00
603-20200	.00	44,410.42-	44,410.42-
603-49450-201	96.45	.00	96.45
603-49450-212	617.09	.00	617.09
603-49450-217	191.95	.00	191.95
603-49450-301	2,100.00	.00	2,100.00
603-49450-309	62.50	.00	62.50
603-49450-310	1,762.30	.00	1,762.30
603-49450-322	234.98	.00	234.98
603-49450-361	3,069.83	.00	3,069.83
603-49450-363	298.50	.00	298.50
603-49450-381	976.82	.00	976.82
603-49450-580	35,000.00	.00	35,000.00
609-20200	492.14	215,272.33-	214,780.19-
609-20800	22,020.00	.00	22,020.00
609-49750-217	274.45	.00	274.45
609-49750-251	46,981.06	.00	46,981.06
609-49750-252	76,548.58	350.62-	76,197.96
609-49750-253	11,546.22	.00	11,546.22
609-49750-254	3,084.47	28.28-	3,056.19
609-49750-256	5,103.03	106.40-	4,996.63
609-49750-259	986.56	6.84-	979.72
609-49750-301	1,680.00	.00	1,680.00
609-49750-309	240.00	.00	240.00
609-49750-310	143.44	.00	143.44
609-49750-321	164.17	.00	164.17
609-49750-333	1,133.52	.00	1,133.52
609-49750-343	814.00	.00	814.00
609-49750-361	1,594.33	.00	1,594.33
609-49750-364	3,726.00	.00	3,726.00
609-49750-381	2,667.77	.00	2,667.77
609-49750-384	72.54	.00	72.54
609-49750-401	352.19	.00	352.19
609-49750-520	36,140.00	.00	36,140.00
619-20200	.00	207.35-	207.35-
619-49900-321	207.35	.00	207.35
Grand Totals:	<u>592,306.78</u>	<u>592,306.78-</u>	<u>.00</u>

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

## RESOLUTION NO. 23-15

## RESOLUTION ACCEPTING DONATIONS

WHEREAS, The City of Milaca is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of its citizens in accordance with the term prescribed by the donor; and

WHEREAS, the following persons and entities have offered to contribute the cash in the actual amounts set forth below to the city or as indicated below:

<u>Name of Donor</u>	<u>Amount</u>	<u>Fund</u>
Donald Packard	\$100.00	218

WHEREAS, All such donations have been contributed to assist the city in the establishment as allowed by law; and

WHEREAS, The City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILACA, MINNESOTA, AS FOLLOWS:

1. The donations described above are accepted and shall be used to the funds as indicated either alone or in cooperation with others, as allowed by law.
2. The city manager is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted this 18th day of May, 2023.

\_\_\_\_\_  
Mayor Dave Dillan

ATTEST

\_\_\_\_\_  
City Manager Tammy Pfaff

**ORDINANCE NO. 511  
AN ORDINANCE AMENDING TITLE XV (LAND USAGE) CHAPTER 156 (ZONING)  
SECTION 156.038 (B-1, CENTRAL BUSINESS DISTRICT) SUBDIVISION (D)(48)  
(MEAT MARKET AND PROCESSING, NOT INCLUDING SLAUGHTERING) OF THE  
CITY OF MILACA CODE OF ORDINANCES**

Additions are indicated by underline. Deletions are indicated by ~~striketrough~~.

THE CITY COUNCIL OF THE CITY OF MILACA, MINNESOTA DOES ORDAIN AS  
FOLLOWS:

Section

    .01 Intent

    .02 Amendment

**§     .01 INTENT.**

    The City intends to amend the ordinance to allow businesses within the B-1 and B-2 General Business Districts to allow slaughtering necessary for business operations.

**§     .02 ORDINANCE AMENDING TITLE XV (LAND USAGE) CHAPTER 156  
(ZONING) SECTION 156.038 (B-1, CENTRAL BUSINESS DISTRICT) SUBDIVISION  
(D)(48) (MEAT MARKET AND PROCESSING, NOT INCLUDING SLAUGHTERING)  
OF THE CITY OF MILACA CODE OF ORDINANCES IS HEREBY AMENDED TO  
READ**

    (48) Meat market and processing, ~~not~~ including slaughtering. Allowed on one (1) acre or more.

Adopted by the City Council of the City of Milaca this 18<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Mayor Dave Dillan

ATTEST:

\_\_\_\_\_  
Tammy Pfaff, City Manager

First Reading-  
Second Reading-  
Published-

## **GAMBLING FUND LAWFUL PURPOSE EXPENDITURES POLICY**

### **PURPOSE**

The primary purpose of the lawful gambling expenditures policy is to set forth the guidelines and requirements governing the use and expenditures of the gambling funds as designated by state statutes 349.12 subdivision 7a, and at the discretion of the Milaca City Council. This policy rescinds any former policies.

### **SECTION 1-ALLOWABLE USES OF GAMBLING FUNDS EXPENDITURES**

The City of Milaca City Council sets forth the allowable uses for which the funds are a lawful purpose expenditure within city limits.

1. Expenditures must be for a lawful purpose as defined in state statutes as determined under the guidelines of the Minnesota Gambling Control Board and as the city council deems falls under the criteria listed below in items 2 through 8.
2. Public requests for funds must be from a 501(c)3 or a 501(c)4 Organization.
3. Funds may be distributed to an accredited State of Minnesota Public Education institution.
4. Recognition of Military Service, or construction or maintenance of a veteran's memorial within a city park that are free and open to the public, or support for active military personnel and their immediate family members in need.
5. Activities benefiting youth under the age of 21 or a sports affiliated event that proceeds to state or national competition through an accredited State of Minnesota Public Education institution.
6. Expenditures for public trails, that are free and open to the public. Including equipment, grooming and maintenance of the trail system.
7. Community arts organizations that are free and open to the public.
8. Purchase equipment for the police and fire departments and the payment must be written directly to the vendor.

### **SECTION 2-REQUEST FOR FUNDS FROM THE PUBLIC- REQUIREMENTS AND DOCUMENTATION**

1. All requests from the public will be presented to the City Manager in written form to determine if the request qualifies under the above uses of gambling funds, and if funds are available. If funds are not available, the City Manager will notify the party requesting funds.
2. Requests that qualify for gambling funds will be placed on the city council agenda for the next regular scheduled city council meeting for approval or denial of the request submitted.
3. Requests from the public must provide proof of being a 501(c)3 or a 501(c)4 Organization with the status of the organization with proper documentation.
4. Requests from the public must provide proof of the total costs and amount requested.
5. Requests from the public must show proof of the organization's available funds. Provide current bank statements, savings accounts or investment accounts.
6. Requests from the public must provide proof the funds were used for the intended purpose of the request, with receipts that show the item was paid for in full within 90 days after requested funds have been disbursed to the organization.
7. The city will deny any requests when it relates to wages or administrative fees.
8. The city will deny any requests if it does not comply with the criteria listed in Section 1.

This policy is adopted by the Milaca City Council on this 18<sup>th</sup> day of May, 2023

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Mayor Dave Dillan

ATTEST:

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City Manager Tammy Pfaff

**ST. LOUIS COUNTY SHERIFF'S OFFICE  
LAW ENFORCEMENT MUTUAL AID AGREEMENT**

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**Purpose**

This agreement is made and entered into between the County of St. Louis, a body politic and corporate existing under the laws of the State of Minnesota, and the Political Subdivision identified under Paragraph 8, pursuant to: authority granted in St. Louis County Board Resolution 23-151 (February 28, 2023); and Minnesota Statutes § 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel, and other resources available between the political subdivisions subject to this Agreement.

**Definitions**

Party - means a political subdivision.

Requesting Official - means the person designated by a Party who is responsible for requesting assistance from the other Party.

Requesting Party - means the party that requests assistance from other parties.

Responding Official - means the person designated by the party who is responsible to determine whether and to what extent that party should provide assistance to the Requesting Party.

Responding Party - means a party that provides assistance to the Requesting Party.

Assistance Type - Law enforcement personnel and equipment.

**1. Procedure**

**1.1. Request for Assistance: Immediate Response / Short Term**

**1.1.1 Request for Assistance.** Whenever, in the opinion of a Requesting Party there is an immediate need for assistance from the other party, the Requesting Party may call upon the Responding Party for assistance.

**1.1.2 Responding to Request.** Upon the request for assistance from a Requesting Party, the Responding Party may authorize and direct personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

**1.1.3 Method.** Whenever practical the Requesting Party shall request immediate assistance through the 911 Emergency Communications Operations Center and the Responding Party shall indicate its intended response using the same method.

**1.1.4 Command of Scene.** Except as provided in Section 1.1.4.1, the Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official determines to withdraw assistance.

**1.1.4.1 Specialized Forces.** When a Requesting Party requests the assistance of specialized forces from a Responding Party, such as a Tactical Command, Canine Units, Bomb Squads, Rescue Squad, etc., the personnel and equipment of the Responding Party shall be under the direction of the Responding Party.

**1.1.5 Recall of Assistance.** The Responding Official may at any time recall assistance provided hereunder to the Requesting Party when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interest of the Responding Party to recall or withdraw the assistance provided by it.

**1.1.6 Release of Assistance.** The Requesting Party may at any time advise the Responding party that the assistance of the Responding Party is no longer needed. In such event the Responding Party shall withdraw its assistance at the earliest possible time that it is safe for its personnel and equipment to withdraw.

## **1.2 Request for Assistance: Long Term**

**1.2.1 Request for Assistance.** Whenever, in the opinion of a Requesting Official, there is need for assistance from the other party that will reasonably be expected to continue beyond eight (8) hours, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.

**1.2.2 Responding to Request.** Upon the request for assistance from a Requesting Official on behalf of the Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

**1.2.3 Method.** A request for Long Term Assistance shall be made to the Responding Official and the Responding Official shall indicate the intended response of the Responding Party to the Requesting Official.



**1.2.4 Recall of Assistance.** The Responding Official may at any time recall such assistance when in his or her best judgment or by any order from the governing body of the Responding Party, is considered to be in the best interests of the Responding Party to do so.

**1.2.5 Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official determines to withdraw assistance.

## **2. Worker's Compensation**

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee, volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

## **3. Damage to Equipment**

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damage to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

## **4. Liability**

**4.1 Requesting Party Liable.** For the purpose of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of the Requesting Party. This is specifically agreed and intended to be applicable to situations covered by Section 1.1.4.1 of this Agreement.

**4.2 Indemnification and Defense.** The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provisions of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any

one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statute Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims against multiple defendants from a single occurrence to be defended by a single attorney or a single law firm.

- 4.3 No Liability.** No party to this Agreement nor any officer, employee, agent or official of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this Agreement.

## **5. Charges to the Requesting Party**

- 5.1** No charges will be levied by a Responding Party to this Agreement for assistance rendered to the Requesting Party under the terms of this Agreement pursuant to Section 1.1 hereof except as provided in Section 4 hereof. If assistance is provided under this Agreement pursuant to Section 1.2 hereof, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided pursuant to Section 1.2 herein, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party will pay the Responding Party providing the assistance that amount.
- 5.2** Such charges are not contingent upon the availability of federal or state government funds.

## **6. Duration**

This Agreement will be in force until terminated by any Party hereto. Any Party may withdraw from this Agreement and terminate this Agreement with respect to it upon thirty- days (30) written notice to the other party or parties to the Agreement.

## **7. Miscellaneous**

- 7.1 Minnesota Law to Govern.** This Agreement will be governed by and construed in accordance with the substantive and procedural laws in the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.

**7.2 Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

**8. Execution**

Each Party hereto has the authority to enter into this Agreement, and has read, agreed to and executed this Mutual Aid Agreement on this date indicated.

This Agreement shall be construed as complementary to and not inconsistent with the provisions of Minnesota Statutes Section 12.331, which authorizes inter-agency disaster assistance. By signature below, the authorized representative of a governmental unit hereby enters into the foregoing agreement, effective upon the date of signature.

**POLITICAL SUBDIVISION:**

\_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Dated: \_\_\_\_\_

**COUNTY OF ST. LOUIS**

BY:  \_\_\_\_\_

GORDON RAMSAY  
Sheriff

BY:  \_\_\_\_\_

PATRICK BOYLE  
Chair of County Board

BY:  \_\_\_\_\_

NANCY NILSEN / *Phil Chapman*  
Auditor/Clerk of the Board / *Deputy Auditor*

APPROVED AS TO FORM &  
EXECUTION:

KIMBERLY MAKI  
St. Louis County Attorney

BY:  \_\_\_\_\_

THOMAS STANLEY  
Assistant County Attorney

Dated: 3-31-23  
2023-0187

The governing body resolutions or other authorizations to enter into this Agreement are attached hereto.



*Resolution*  
of the  
**Board of County Commissioners**  
*St. Louis County, Minnesota*  
*Adopted on: February 28, 2023 Resolution No. 23-151*  
*Offered by Commissioner: Harala*

**Sheriff's Office Law Enforcement Mutual Aid Agreement Update**

WHEREAS, On March 22, 2005, the St. Louis County Board approved Resolution No. 05-153, authorizing the Sheriff to enter into law enforcement mutual aid agreements with the Minnesota Sheriffs' Association (MSA) District II Sheriffs' Offices; and

WHEREAS, The St. Louis County Board also approved Resolution No. 08-635 on December 2, 2008, to enter into law enforcement mutual aid agreements with participating police agencies within the MSA District II; and

WHEREAS, Due to the age of these agreements, few if any of those who authorized the previous mutual aid agreements remain in their positions, requiring an update to this agreement; and

WHEREAS, The intent of the agreement is to allow equipment, personnel, and other resources available to be shared among political subdivisions; and

WHEREAS, This agreement will supersede all previous mutual aid agreements with those agencies.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the execution of an updated Mutual Aid Agreement with the participating counties and police agencies which make up the Minnesota Sheriffs' Association District II.

RESOLVED FURTHER, That the appropriate County officials are authorized to sign and execute the agreement.

Commissioner Harala moved the adoption of the Resolution and it was declared adopted upon the following vote:

Yeas – Commissioners Harala, Grimm, McDonald, Musolf, Nelson, Jugovich and Chair Boyle – 7

Nays – None

**STATE OF MINNESOTA**  
Office of County Auditor, ss.  
County of St. Louis

I, **NANCY NILSEN**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28<sup>th</sup> day of February, A.D. 2023, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 28<sup>th</sup> day of February, A.D., 2023.

NANCY NILSEN, COUNTY AUDITOR

By:

Clerk of the County Board/Deputy Auditor

May 11, 2023

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

RE: Proposal for Land Survey of PID No. 21-640-0020 and a portion of PID No. 21-026-1500, being parts of Outlots 2 and 3, OUTLOTS TO MILACA and part of the SW1/4 of SE1/4 of Sec.26, T.38, R.27, Mille Lacs County, Minnesota

Dear Tammy:

Thank you for the opportunity to submit a proposal for our land surveying services on the above-mentioned property. Based on our phone conversation today, I understand that the scope of our services is to complete a survey of the City's property which lies West of River Drive and South/East of the former Great Northern Railway. Based on previous work we have completed in this area Rum River Land Surveyors & Engineers proposes to conduct this survey for a fixed fee of **\$5,100.00**.

This cost is based on a survey that would include the following:

1. Deed Research/Boundary Computations
2. Location of Existing Monumentation
3. Find/Set Overall Property Corners
4. Set a few Intermediate Points on the South Property Line
5. Set a few Intermediate Points on West/North lines (approximately at 200' - 300' intervals)
6. Locate Existing Improvements/Encroachments (if any)
7. Prepare a Certificate of Survey

Rum River Land Surveyors & Engineers will deliver 5 original copies, an 11 x 17 reduction and an electronic copy (.pdf) of the survey.

As I mentioned on the phone, our past experience in this area has uncovered a number of boundary/description issues that may need to be addressed after the initial survey is prepared.

---

A survey of this size and type can generally be completed within 3 – 4 weeks of notice to proceed.

If you have any questions, please feel free to contact me at (763) 852-0487.

Sincerely,  
Rum River Land Surveyors & Engineers



Seth M. Monroe, Associate Vice President

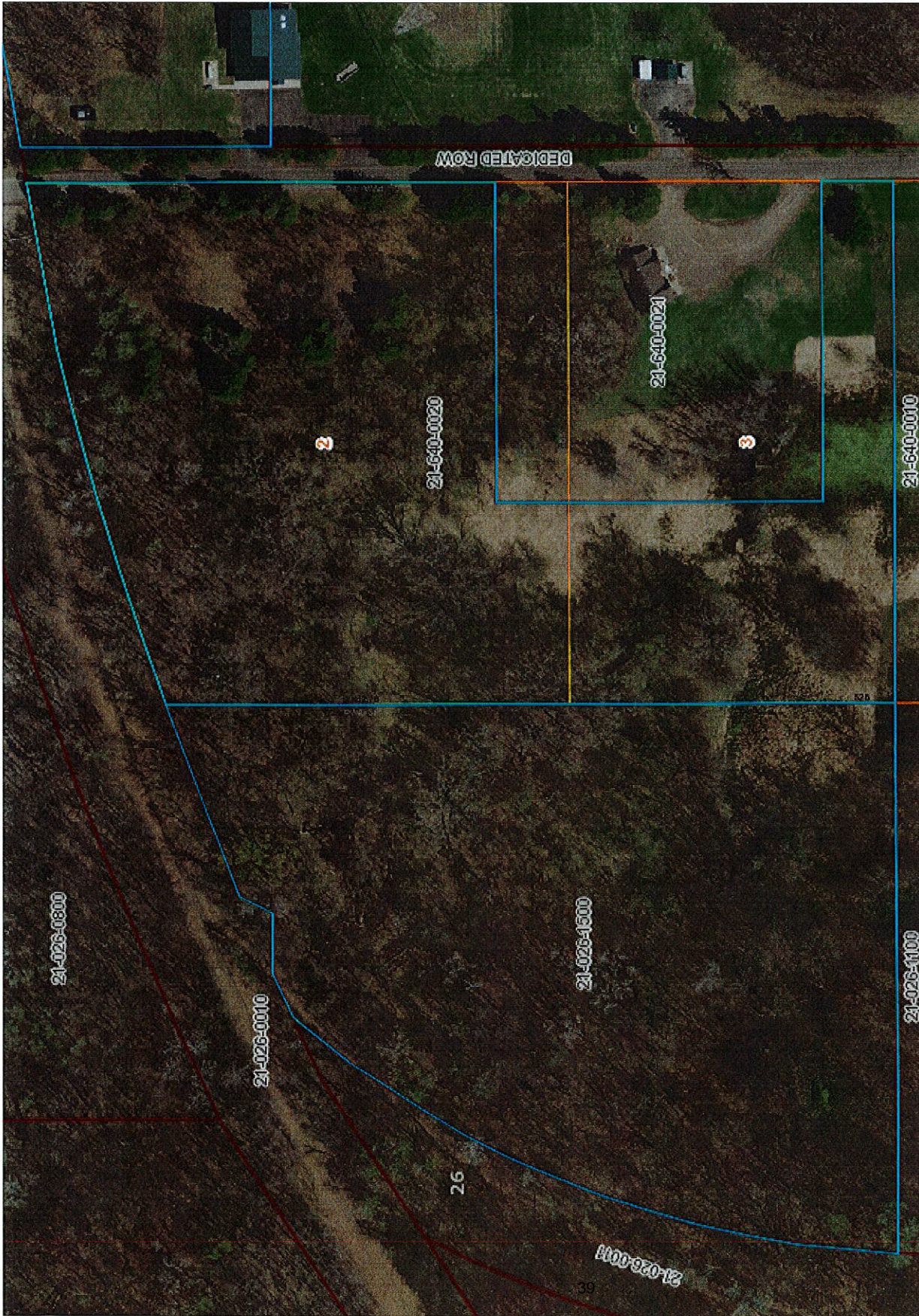
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**ACCEPTANCE OF PROPOSAL:** The above fees and conditions are satisfactory and hereby accepted. Rum River Land Surveyors & Engineers is authorized to do the work as specified. Invoices for the above work will be issued at the completion of the project.

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for their contributions. It is the policy of Rum River Land Surveyors & Engineers to file liens in accordance with Minnesota Statute 514.011 against real estate property in the event that invoices for services are not paid.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title

---



HomeTown  
Grant  
April.

> Council Approval to Surrely for  
future Trail Development  
PID 21-026-1500  
PID 21-640-0020



# MILACA TRAILS



## PROPOSED SOUTH TRAIL EXPANSION

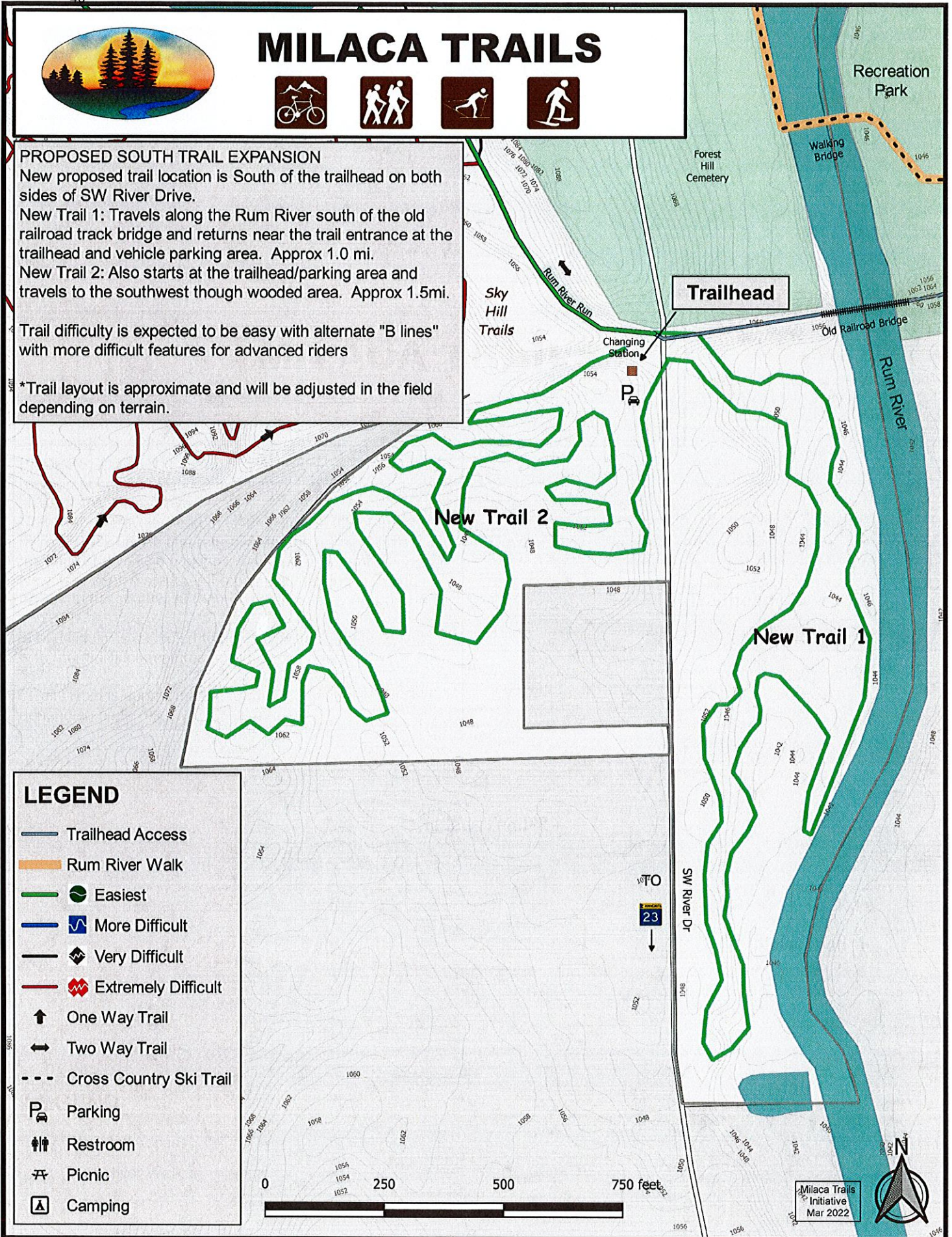
New proposed trail location is South of the trailhead on both sides of SW River Drive.

New Trail 1: Travels along the Rum River south of the old railroad track bridge and returns near the trail entrance at the trailhead and vehicle parking area. Approx 1.0 mi.

New Trail 2: Also starts at the trailhead/parking area and travels to the southwest though wooded area. Approx 1.5mi.

Trail difficulty is expected to be easy with alternate "B lines" with more difficult features for advanced riders

\*Trail layout is approximate and will be adjusted in the field depending on terrain.





## Hometown Grants FAQs:

### What is the T-Mobile Hometown Grants Program?

T-Mobile is committing up to \$25 million through 2026 to support small towns across America by funding community projects.

### What kinds of projects will T-Mobile fund?

The T-Mobile Hometown Grants program will help fund projects to build, rebuild, or refresh community spaces that help foster local connections in your town.

For example, this might include the town square pavilion, a historic building, an outdoor park, a ball field, or a library-- every town has places where friends and neighbors connect.

### How are towns selected?

T-Mobile partnered with trusted non-profit organizations [SmartGrowth America](#) and [Main Street America](#) on our grant selection panel. Both organizations have deep expertise in building stronger, healthier, and more connected communities. Together, we determined the grant recipients based on detail and fullness of the submission, community impact, viability of the project among other factors.

### What should I submit during the application process?

All the details on what to submit can be found at [T-Mobile.com/HometownGrant](https://www.t-mobile.com/hometowngrant)

- Full proposal should be three (3) to five (5) pages. Should include, but is not limited to:
  - Detailed description of project to be evaluated by an internal T-Mobile panel and nonprofit organization(s)
  - Detailed budget, including breakdown of budget line items
  - Timeline
- “Shovel ready” plan, with:
  - Outline of expected town outcomes, demonstrating how the project or strategy will lead to the anticipated result/change
    - Details on permits needed/obtained, if applicable, to begin work upon receipt of funds
    - Any additional companies/business partnerships to be contracted for the work
- Up to 5 letters of support from local government and/or community organizations, partners or members, demonstrating community alignment, engagement, and consensus for the proposed project.

### Who can request a T-Mobile Hometown Grant?

We are looking for elected leaders, town managers/employees, or non-profit leaders to submit the details for their project request to [T-Mobile.com/HometownGrant](https://www.t-mobile.com/hometowngrant)

### Can town residents submit a request for a Grant?

We would like to invite all members of small towns to get involved by sharing this opportunity with their local leaders and appropriate non-profit organizations. These individuals will need to serve as the main contact for the grant review process and will be required to provide detailed plans on how the grant would be utilized.

**How does the T-Mobile Hometown Grant program work?**

Grant applicants may enter at [T-Mobile.com/HometownGrant](https://www.t-mobile.com/hometowngrant)

- Small towns with populations less than 50,000 are eligible to apply.
- Recipients are selected and awarded on a quarterly basis.
- Grants are up to \$50k per town.

**How will winners be notified?**

Grant recipients will be contacted directly by a T-Mobile representative of their acceptance or denial in the month after entries have closed. No status will be available before that communication.

###

**Amendment to the Wellhead Protection Plan**

**Part I**

**Wellhead Protection Area Delineation  
Drinking Water Supply Management Area Delineation  
Well and Drinking Water Supply Management Area Vulnerability Assessments**

**For the City of Milaca**

**February 2023**



**Gail Haglund, P.G. Hydrologist, Minnesota Department of Health  
Chad Anderson, Planner, Minnesota Department of Health**

## Introduction

This summary documents the amended delineation of the wellhead protection area (WHPA), drinking water supply management area (DWSMA), emergency response area (ERA), and the vulnerability assessments for the city of Milaca's drinking water supply wells and DWSMA (PWSID 1480002). These were initially prepared in June of 2010 and must now be amended as the public water supply's wellhead plan has nearly expired. The amended plan covers the wells listed in Table 1.

**Table 1 – Water Supply Well Information**

Local Well ID	Unique Number	Use/ Status	Casing Diameter (inches)	Casing Depth (feet)	Well Depth (feet)	Date Constructed/ Reconstructed	Aquifer <sup>1</sup>	Well Vulnerability
West Well #1 (S04)	241014	Emergency	12	80	98	1972	QUUU	Vulnerable
Well #3 (S05)	578707	Primary	12	115	147	02/29/1996	QBUA	Vulnerable
Well #4 (S06)	738390	Primary	12	105	135	06/06/2006	QBUA	Vulnerable

Note: 1. QUUU – Quaternary Undifferentiated; QBUA – Quaternary Buried Unconfined Aquifer (MGS)

## Protection Area Boundaries

The city of Milaca's ERA, WHPA, and DWSMA have been updated (Figure 1). The projected amount of water pumped by the city's wells has decreased significantly (greater than 45%) compared to annual pumping projections used for the 2010 WHP Plan. As a result, all the protection areas are smaller. Figure 2 shows a comparison of the previous protection areas to the new areas. Note that the WHPA for emergency wells consists solely of a 200-foot radius around the well.

## Vulnerability Assessments and Management Implications

The city wells are considered vulnerable to contamination, based primarily on their tritium results that show the presence of young water (Table 2). In addition, several general chemistry parameters, such as nitrate, chloride and chloride/bromide also indicate that the wells are vulnerable to activities occurring at the land surface.

The vulnerability of the city's aquifer throughout the DWSMA is based on the geologic sensitivity ratings of wells and available monitoring data (Table 2). The geologic materials in the east half of the DWSMA are comprised of glacial outwash and alluvial sediments associated with the Rum River. The level of natural protection provided by sand and gravel materials is

considered low and therefore this area has been assigned a high vulnerability rating, which is confirmed by the high geologic sensitivity ratings of area wells. On the west side of the DWSMA, the surficial geologic materials are largely comprised of glacial till, which provides a greater degree of geologic protection to the aquifer serving the city's wells. Glacial till materials are often comprised of a mix of clay and patchy silt and sand. For this reason, the west half of the DWSMA has been assigned a moderate vulnerability.

It is noted that in the 2010 Part 1 WHP Plan, the DWSMA was assigned a mixed vulnerability of low and high. At the time, this decision was primarily based on the geologic sensitivity ratings of existing wells. With this amendment, however, the low vulnerability rating of the west half of the DWSMA is raised to moderate. The reason for this change is because several of the wells having low geologic sensitivity ratings are observed to also have elevated nitrates. The presence of nitrate-nitrogen at certain locations indicates a connection between land-use activities and the groundwater aquifer, regardless of the low geologic sensitivities of area wells. With the addition of groundwater monitoring information, the decision was made to raise the vulnerability from low to moderate.

In high vulnerability areas, water and contaminants may travel from the land surface to the city's aquifer within a time span of weeks to years. Highly vulnerable aquifers are prone to a variety of contaminant threats, including chemical storage tanks, road salt, septic waste, and chemical application to the land surface. With respect to moderate vulnerability areas, pathways exist where water and contaminants may travel from the land surface to the aquifer within a time span of years to decades. Moderately vulnerable aquifers are prone to a variety of contaminant threats, including chemical storage tanks and abandoned wells. The remainder of the city's wellhead protection plan will outline strategies for effectively managing potential contaminant sources within both the high and moderate vulnerability areas in the DWSMA.

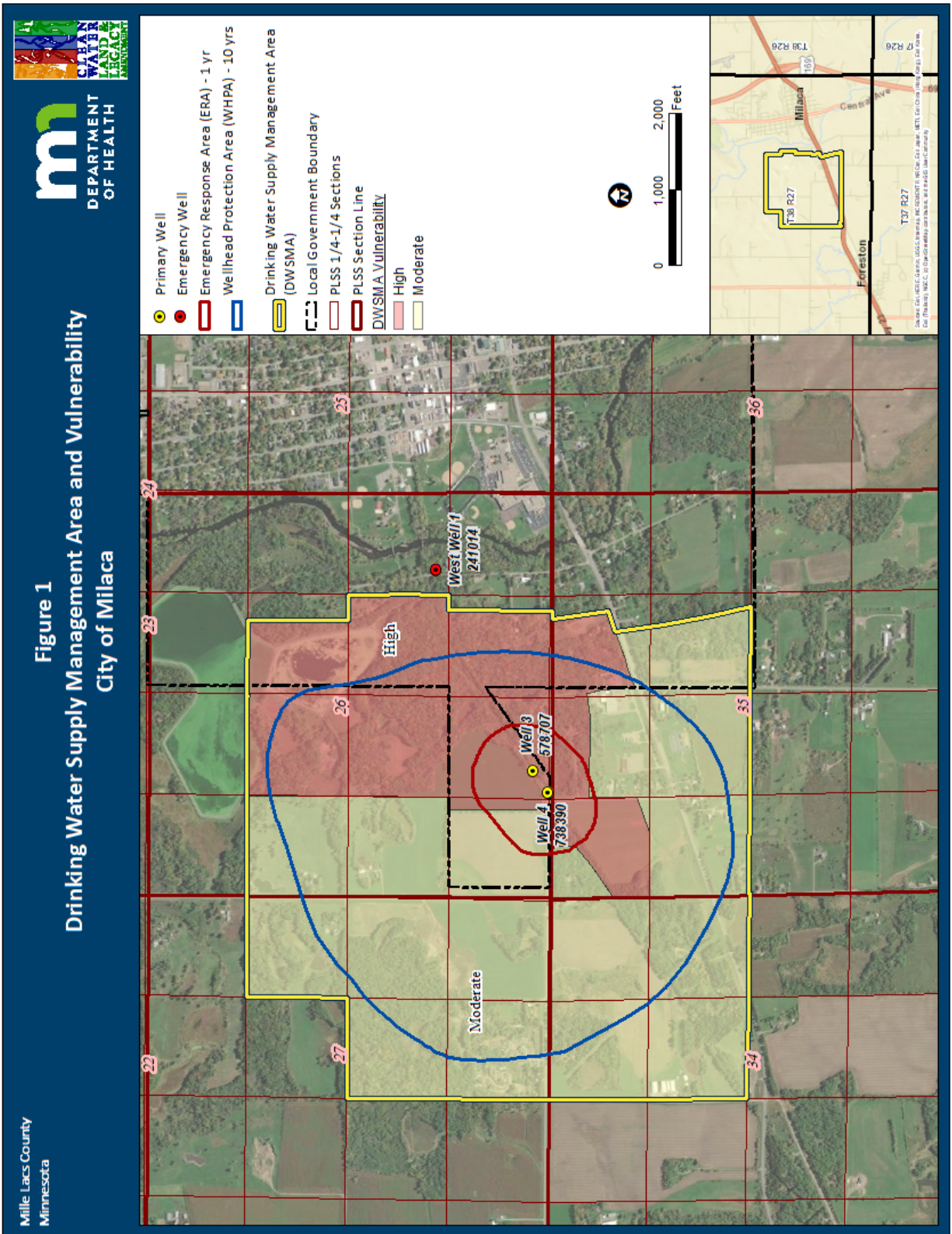
**Table 2 - Isotope and Water Quality Results**  
Water Samples Collected on **05/25/2021** (unless otherwise noted)

Well Name/ Unique Number	Tritium <sup>1</sup> (TU)	Nitrate (mg/L)	Chloride/ Bromide Ratio	Chloride (mg/L)	Bromide (mg/L)	Arsenic (µg/L)
Well #3 578707	5.9 <b>Modern Age</b>	1.6	642	15.6	0.0243	<1 (9/15/2016)
Well 4 738390	5.4 (avg.) <b>Modern Age</b>	4.4	746	19.8	0.0287	<1 (9/15/2016)

Notes: 1. Tritium age reference: DNR-MDH, 2020

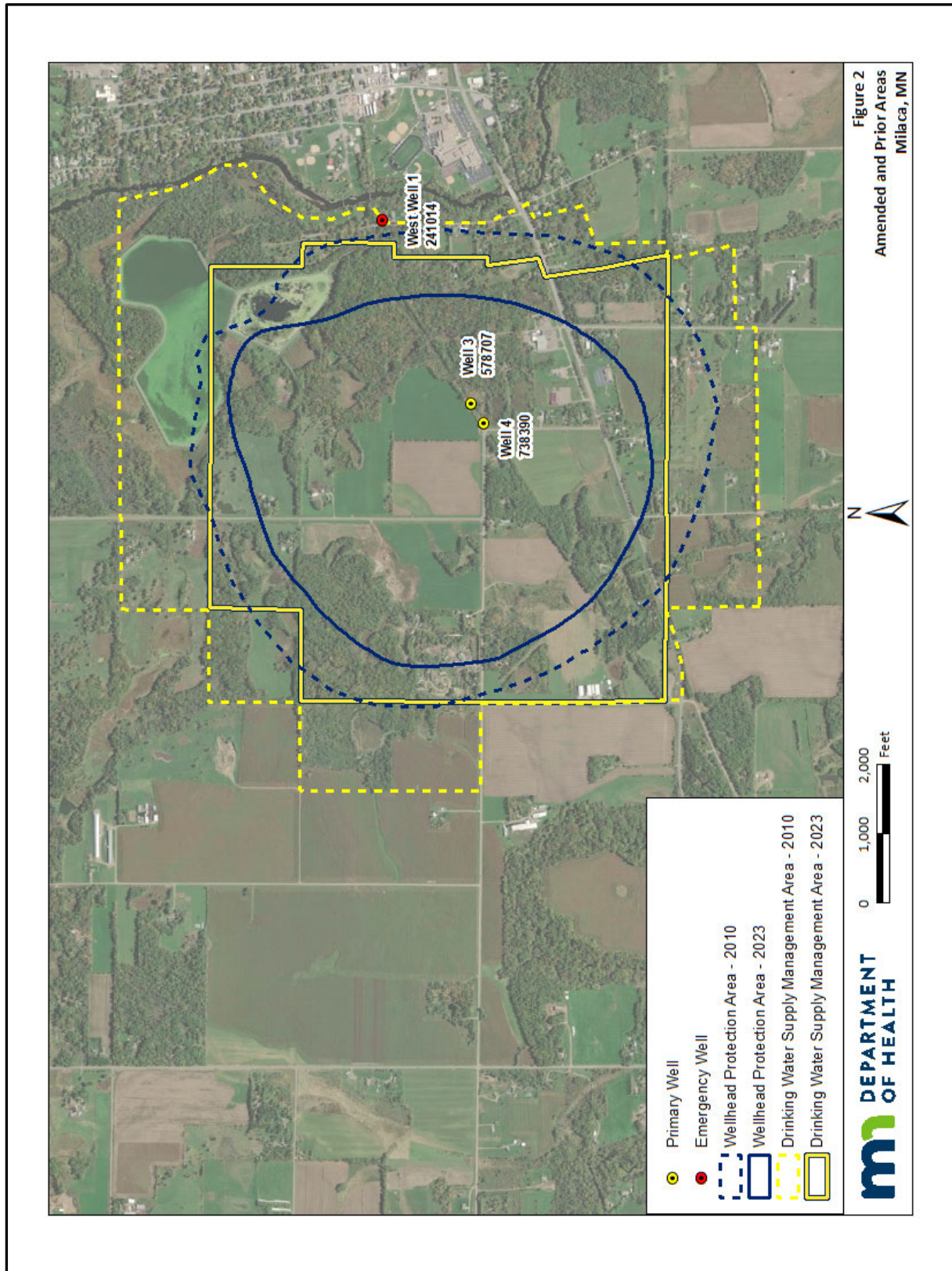
**Documentation**

MDH rule criteria and guidelines were used to assess the adequacy of the existing delineations and vulnerability assessments and evaluate the impact of newer data. The results of this assessment showed that a full update of the Part 1 plan is not necessary and instead this brief synopsis is adequate to amend the Part 1 plan. The documentation of this assessment is available from MDH upon request.



Mille Lacs County  
Minnesota







## RESOLUTION NO. 23-16

A RESOLUTION APPROVING A LOT COVERAGE VARIANCE AND A VARIANCE FOR  
A 3 FOOT SETBACK FROM NORTH PROPERTY LINE

WHEREAS, Darryl and Mary Stimmler are requesting a variance for a 3 foot setback to north property line rather than a 10 foot setback that is required by City Ordinance per 156.057 and additional lot coverage located at 238 2<sup>nd</sup> Ave NW, legally described as;

*South ½ of Lot 4, Block 2  
Original Addition to the Village of Milaca  
21-040-0170*

WHEREAS, City Ordinance 156.167 Variances states: The basic standard is that there are “practical difficulties” in meeting the ordinance and;

The proposed use of the property is reasonable. i.e., it is an acceptable use of the property and not something out of the ordinary that might impact surrounding properties.

There are circumstances unique to the property not created by the applicant. i.e., something in the property itself and not in the proposed action.

The subject property is 33 feet wide and 4,900 square feet in area.

Milaca zoning standards for the R-2 District are 80-foot minimum lot width, 10,000 square foot minimum lot size, and 10-foot side setback. Maximum lot coverage is 60%.

The existing lot has about 3,100 square feet of hardcover, or 63% of the lot.

**Practical Difficulty/Undue Hardship**

*The Milaca code mentions “undue hardship” in meeting the code standards, whereas State statute was updated in 2011 using the term “practical difficulty”. Under either term, the conditions on this lot make it difficult if not impossible to meet both the hardcover limit and the side setback. The amount of hardcover existing and proposed on this property is not unreasonable and would not come close to the limit on a lot of typical size. A 10-ft setback would be unreasonable to meet on this 33-ft-wide lot but would not be difficult to achieve on a lot of typical width. Narrowness of a lot is one of the issues specifically mentioned in the code to be considered.*

#### Essential Character

*The “character” of this area is illustrated in the graphics earlier in this report. The new shed would not be out of character and would not negatively impact the area. The neighbors at 240 2<sup>nd</sup> Avenue NW – the people most affected by the new shed – have voiced their support for the variance request.*

#### Economic Considerations

*The economic issue usually means whether the applicant meet the code by spending more money. The answer is no, it is the dimension of the property that creates the difficulty here.*

WHEREAS, the Milaca Planning Commission held a public meeting on May 15, 2023, to allow for public input regarding the variance request; and

WHEREAS, on the basis of the public hearing, the Planning Commission hereby makes the following findings of fact:

- 1) The lot at 238 2nd Avenue NW is zoned R-2 One and Two Family Residential District.
- 2) The subject property is 33 feet wide and 4,900 square feet in area.
- 3) Milaca zoning standards for the R-2 District are 80-foot minimum lot width, 10,000 square foot minimum lot size, and 10-foot side setback. Maximum lot coverage is 60%.
- 4) The existing lot has about 3,100 square feet of hardcover, or 63% of the lot.
- 5) The existing garage is setback about 3 feet from the north side lot line. The existing shed is setback about 6 feet from the north side lot line.
- 6) The applicants propose a new 10’ X 18’ shed on the property to be setback approximately 3 feet from the north side lot line, in line with the existing garage.
- 7) The 33-foot width and 4,900-square-foot lot size are unique in this neighborhood and among the smallest in the city. These are unique characteristics of the lot not created by the applicant which pose practical difficulties in meeting the code standard for lot coverage and the side setback.
- 8) The proposed shed will not alter the essential character of the locality.
- 9) The request does not pose any of the negative impacts listed in Section 156.166 and meets the criteria for granting a variance in Section 156.167 of the Milaca Zoning Code.

WHEREAS, The Planning Commission recommends that the City Council approve the variance to the side setback for a shed at 238 2<sup>nd</sup> Ave NW and the lot coverage as submitted, with the Findings of Fact in the Planner's report of May 15, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Milaca City Council, based on the above-findings of fact, hereby *grants* the variance to allow a structure to be less than the required 10 feet from the side property line and the lot coverage located at 238 2<sup>nd</sup> Ave NW.

Adopted this 18<sup>th</sup> day of May, 2023.

ATTEST

---

Tammy Pfaff, City Manager

---

Mayor Dave Dillan

THIS INSTRUMENT DRAFTED BY:  
TAMMY PFAFF  
CITY MANAGER  
CITY OF MILACA  
255 1<sup>ST</sup> ST E  
MILACA MN 56353



## Planning Report

---

**Date:** May 15, 2023

**To:** Milaca Planning Commission

**From:** Phil Carlson, AICP, Stantec

**Request:** Variances – Lot Coverage Limit and Side Setback for New Shed

**Owners:** Darryl and Mary Stimmler

**Applicants:** Darryl and Mary Stimmler

**Address:** 238 2<sup>nd</sup> Avenue NW

**PID:** 21-04-0170

**Zoning:** R-2 One and Two Family Residential District

---

### INTRODUCTION

Darryl and Mary Stimmler own the home at 238 2<sup>nd</sup> Avenue NW. They want to replace a shed on their property with a larger shed, but the lot is already over the allowed lot coverage limit and the new shed is proposed closer than the required side setback. They are requesting variances to the lot coverage limit and to the side setback for the new shed.



### VARIANCE REQUESTS

There is an existing 8' X 10' shed on the north side of the lot, setback about 6 ft from the north side lot line. The existing garage at the rear of the lot is setback about 3 ft from the side lot line; the required setback is 10 ft. The site sketch with the application shows a new 10' X 18' shed in line with the garage, or about 3 ft from the side lot line, illustrated on the next page. The side setback variance is one of the variances requested.

The area between the house and garage in front of the existing and proposed sheds is almost all paved driveway area with access to a side alley. Together with the house, garage, patio, and front sidewalk, the total hardcover on the lot is about 3,100 sq ft – this is approximate, measured from an aerial photo; there is no survey. The driveway and patio area are shown in the photo on the next page. The lot is 33' X 148.5', or 4,900 sq ft. Total hardcover on the lot is therefore about 63%, above the zoning code limit of 60%. Building the larger shed would add more hardcover, pushing the lot further over the lot coverage limit – this is the second variance requested.

Re: Stimmler, 238 2<sup>nd</sup> Avenue NW – Variances



The existing conditions and the proposed shed are shown in the illustrations on the next page, viewed from the rear alley. These are approximate based on the applicants' sketch and on 2014 street view photos, but they show generally what is proposed. The top photo shows the assumed property line between 238 and 240 2<sup>nd</sup> Avenue NW with the white dot-dashed line. The assumed side setback for the garage is shown in the red dashed line. This is also the assumed setback for the new shed.

Re: Stimmler, 238 2<sup>nd</sup> Avenue NW – Variances



**VARIANCE CRITERIA & ZONING ISSUES**

Section 156.166 of the Milaca Zoning Code (excerpted at the end of this report) lists the potential impacts that a variance might have;

- (A) Impair an adequate supply of light and air to adjacent property;
- (B) Unreasonably increase the congestion in the public right-of-way;
- (C) Increase the danger of fire or endanger the public safety;
- (D) Unreasonably diminish or impair established property values within the neighborhood;
- (E) Cause an unreasonable strain upon existing municipal facilities and services;
- (F) Be contrary in any way to the provisions and intent of the city’s growth management system/Comprehensive Plan; or
- (G) Have a negative direct and indirect fiscal impact upon the city, county, or school district, unless the proposed use is determined to be in the public interest.

A reasonable reading of these issues and the Stimmlers’ request is that it will not pose any of these negative impacts.

**Re: Stimmler, 238 2<sup>nd</sup> Avenue NW – Variances**

The criteria for considering a variance are in Section 156.167 (also at the end of this report) and are based in part on Minnesota State statute on variances:

- A variance may be granted when it is demonstrated that this action will be in keeping with the spirit and intent of this chapter and when the property in question cannot be put to a reasonable use if used under conditions allowed by the official controls, the plight of the landowner is due to circumstances unique to his or her property and not created by the landowner, and the variance, if granted, will not alter the essential character of the locality.
- Economic considerations alone shall not constitute an undue hardship if reasonable use for the property exists under the terms of the chapter. Undue hardship also includes, but is not limited to, inadequate access to direct sunlight for solar energy systems. A non-economic hardship shall exist by reason of one or more of the following:
  - Narrowness, shallowness, or shape of a specific parcel of property or a lot existing and of record upon the effective date of this chapter;
  - Exceptional topographic or water conditions of a specific parcel of land or lot; or
  - Inadequate access to direct sunlight for solar energy systems.
- A variance may be granted for the above reasons when the strict application of the provisions of this chapter would result in exceptional difficulties in developing the property in a legally permissible manner. The City Council may impose conditions in granting the variance to insure compliance and to protect adjacent properties.

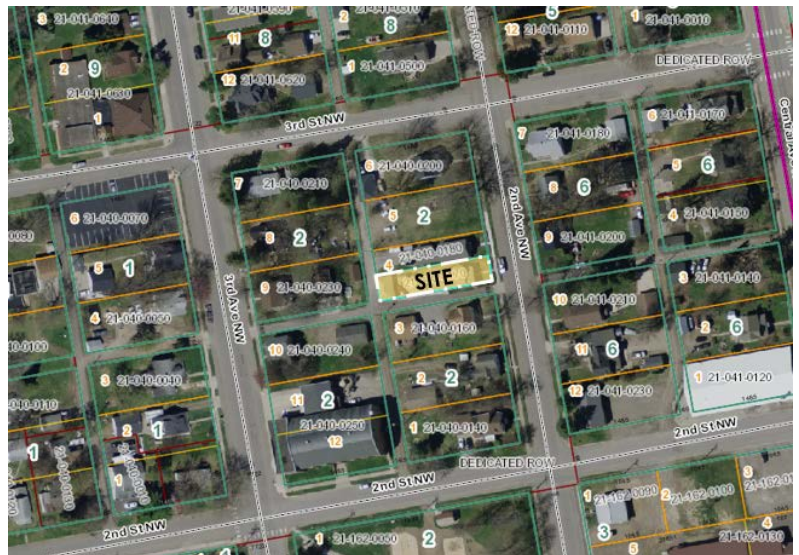
**Reasonable Use**

The proposed use – a 10’ X 18’ shed on a residential lot – is typical and reasonable.

**Unique Circumstances**

The lot in question is only 33 ft wide and 4,900 sq ft in area, as is the neighboring lot at 240 2<sup>nd</sup> Avenue NW. The property is in the middle of a single family neighborhood, surrounded by other single family lots, all of which are 66 ft wide and nearly 10,000 sq ft in size, illustrated in the aerial photo to the right. These two lots are unique in this neighborhood and perhaps in the entire city. This is a key issue for this variance request.

In this context, if the lot in question were 10,000 sq ft in size (the City’s minimum for



**Re: Stimmler, 238 2<sup>nd</sup> Avenue NW – Variances**

the R-2 district), the 3,100 sq ft of hardcover would only be 31% of the lot and would easily meet the City's standard. If the lot were 80 ft wide (the City minimum width) or even 66 ft wide, as are the neighboring lots, it could easily meet the required 10-ft side setback as well.

**Practical Difficulty/Undue Hardship**

The Milaca code mentions "undue hardship" in meeting the code standards, whereas State statute was updated in 2011 using the term "practical difficulty". Under either term, the conditions on this lot make it difficult if not impossible to meet both the hardcover limit and the side setback. The amount of hardcover existing and proposed on this property is not unreasonable and would not come close to the limit on a lot of typical size. A 10-ft setback would be unreasonable to meet on this 33-ft-wide lot but would not be difficult to achieve on a lot of typical width. Narrowness of a lot is one of the issues specifically mentioned in the code to be considered.

**Essential Character**

The "character" of this area is illustrated in the graphics earlier in this report. The new shed would not be out of character and would not negatively impact the area. The neighbors at 240 2<sup>nd</sup> Avenue NW – the people most affected by the new shed – have voiced their support for the variance request.

**Economic Considerations**

The economic issue usually means whether the applicant meet the code by spending more money. The answer is no, it is the dimension of the property that creates the difficulty here.

**RECOMMENDATION**

We recommend that the Planning Commission recommend approval of the variances to the lot coverage limit and to the side setback for the proposed shed at 238 2<sup>nd</sup> Avenue NW as submitted by the applicants.

*Findings of Fact for Approval*

- 1) The lot at 238 2<sup>nd</sup> Avenue NW is zoned R-2 One and Two Family Residential District.
- 2) The subject property is 33 feet wide and 4,900 square feet in area.
- 3) Milaca zoning standards for the R-2 District are 80-foot minimum lot width, 10,000 square foot minimum lot size, and 10-foot side setback. Maximum lot coverage is 60%.
- 4) The existing lot has about 3,100 square feet of hardcover, or 63% of the lot.
- 5) The existing garage is setback about 3 feet from the north side lot line. The existing shed is setback about 6 feet from the north side lot line.





**Re: Stimmler, 238 2<sup>nd</sup> Avenue NW – Variances**

- 6) The applicants propose a new 10' X 18' shed on the property to be setback approximately 3 feet from the north side lot line, in line with the existing garage.
- 7) The 33-foot width and 4,900-square-foot lot size are unique in this neighborhood and among the smallest in the City. These are unique characteristics of the lot not created by the applicant which pose practical difficulties in meeting the code standard for lot coverage and the side setback.
- 8) The proposed shed will not alter the essential character of the locality.
- 9) The request does not pose any of the negative impacts listed in Section 156.166 and meets the criteria for granting a variance in Section 156.167 of the Milaca Zoning Code.

**PLANNING COMMISSION MOTION TEMPLATES**

- *Approval*  
The Planning Commission recommends that the City Council approve the variances to the lot coverage limit and side setback at 238 2<sup>nd</sup> Avenue NW as submitted by the applicants, with the Findings of Fact in the Planner's report of May 15, 2023 [*or as revised with conditions*].
- *Denial*  
The Planning Commission recommends that the City Council deny the variances to the lot coverage limit and side setback at 238 2<sup>nd</sup> Avenue NW as submitted by the applicants, with the Findings of Fact [*prepared by the Planning Commission*].
- The Commission moves to continue the item to a future meeting for further discussion or to gather more information.

**60-DAY DEADLINE**

The application was received and fees paid on May 1, 2023. The deadline for final action by the City Council per State statute 15.99 is July 1, 2023.

Re: Stimmler, 238 2<sup>nd</sup> Avenue NW – Variances

### **§ 156.166 FINDING OF FACT.**

In considering all requests for a variance or appeal, the Board of Adjustments and Appeals shall make a finding of fact as appropriate that the proposed action will not:

- (A) Impair an adequate supply of light and air to adjacent property;
- (B) Unreasonably increase the congestion in the public right-of-way;
- (C) Increase the danger of fire or endanger the public safety;
- (D) Unreasonably diminish or impair established property values within the neighborhood;
- (E) Cause an unreasonable strain upon existing municipal facilities and services;
- (F) Be contrary in any way to the provisions and intent of the city's growth management system/Comprehensive Plan; or
- (G) Have a negative direct and indirect fiscal impact upon the city, county, or school district, unless the proposed use is determined to be in the public interest.

### **§ 156.167 CONDITIONS FOR GRANTING VARIANCES.**

(A) (1) The City Council, after receiving recommendations from the Planning Commission, may not permit as a variance any use that is not permitted under this chapter for property in the zone where the affected person's land is located.

(2) A variance may be granted when it is demonstrated that this action will be in keeping with the spirit and intent of this chapter and when the property in question cannot be put to a reasonable use if used under conditions allowed by the official controls, the plight of the landowner is due to circumstances unique to his or her property and not created by the landowner, and the variance, if granted, will not alter the essential character of the locality.

(B) Economic considerations alone shall not constitute an undue hardship if reasonable use for the property exists under the terms of the chapter. Undue hardship also includes, but is not limited to, inadequate access to direct sunlight for solar energy systems. A non-economic hardship shall exist by reason of one or more of the following:

- (1) Narrowness, shallowness, or shape of a specific parcel of property or a lot existing and of record upon the effective date of this chapter;
- (2) Exceptional topographic or water conditions of a specific parcel of land or lot; or
- (3) Inadequate access to direct sunlight for solar energy systems.

(C) A variance may be granted for the above reasons when the strict application of the provisions of this chapter would result in exceptional difficulties in developing the property in a legally permissible manner. The City Council may impose conditions in granting the variance to insure compliance and to protect adjacent properties.

(D) A variance shall not allow any use which is not a permitted principal use, a permitted accessory use, or a permitted use requiring a conditional use permit. The only lawful variance is one which is usually called a "non-use variance," and the use of the variance procedure does not authorize any kind of unlawful "spot zoning."

RESOLUTION NO. 23 - 17

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR BLUEWATERS-POTATO PATCH-MILACA MN, LLC

WHEREAS, Greg Chaffin of Bluewaters-Potato Patch-Milaca, MN LLC has proposed a housing subdivision consisting of two four-plex townhomes and one three-plex townhome and,

WHEREAS, this property is located in a B-2 General Business District and allows for multiple family housing with a Conditional Use Permit. Property Identification Number is #21-046-0170.

WHEREAS, the Milaca Planning Commission held a public meeting on May 15, 2023, to allow for public input regarding the Preliminary Plat; and the Planning Commission thereby recommended approving the Preliminary Plat and Planning Commission also approved the Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED that the Milaca City Council hereby approves the Preliminary Plat for Bluewaters-Potato Patch- Milaca MN, LLC, City of Milaca.

Adopted this 18<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Mayor Dave Dillan

ATTEST:

\_\_\_\_\_  
Tammy Pfaff, City Manager

## RESOLUTION NO. 23 - 18

## A RESOLUTION APPROVING A CONDITIONAL USE REQUEST TO HAVE A MULTIPLE FAMILY DWELLING IN A B-2 ZONING DISTRICT

WHEREAS, Greg Chaffin of Bluewaters-Potato Patch-Milaca MN, LLC is requesting a conditional use to have a multiple family dwelling located at 200-290 5<sup>th</sup> St SW in the City of Milaca; and

WHEREAS, this property located at 200-290 5<sup>th</sup> ST SW is in the B-2 General Business Zoning District and legally described:

*EXISTING PARCEL DESCRIPTION:*

*SECT 25, TWP 038 RANGE 27  
LOT 8 BLOCK 48, and LOTS 9-13, BLOCK 48 AND VACATED N-S ALLEY ADJ  
FIFTH ADDITION TO MILACA  
PID #21-046-0170*

WHEREAS, a multiple dwelling in the B-2 General Business Zoning District requires a conditional use; and

WHEREAS, the Milaca Planning Commission held a public hearing on May 15, 2023, to allow for public input regarding the conditional use request.

WHEREAS, on the basis of the public hearing, the Planning Commission hereby makes the following findings of fact:

- 1) The site plan will be revised as recommended in the Planner's report of May 8, 2023, to be reviewed and approved by the City Engineer and City Planner prior to issuing a building permit.
- 2) A landscape plan will be submitted for review and approval by the City Engineer and City Planner prior to issuing a building permit.
- 3) A lighting plan will be submitted for review and approval by the City Engineer and City Planner prior to issuing a building permit.

4) Lot coverage will be confirmed as less than 60%, to be reviewed and approved by the City Engineer and City Planner prior to issuing a building permit.

5) All requirements of the City Engineer and Public Works Director will be followed with respect to grading, stormwater, utilities, and other issues.

WHEREAS, the Milaca Planning Commission approved the conditional use permit for the 11-unit townhouse project as submitted, with the following Conditions and Findings of Fact:

*Findings of Fact*

1) The property is zoned B-2. Multi-family residential is a conditional use in that district. The use is presumed to be a permitted use to which reasonable conditions may be attached.

2) Criteria for considering a conditional use are found in Section 156.150(D) of the Milaca Zoning Code. The proposed project meets all of these criteria – the parcel is now vacant and would aid the city’s growth; the geographic area would support the use; the use would not depreciate the area; the character of the area is a combination of commercial and residential uses; and there is a definite need for multi-family housing in Milaca.

3) Conditions of approval related to maintenance of landscaping, site lighting, and other site features are reasonable and necessary to preserve the character of the area.

4) Adherence to the City’s engineering standards is reasonable and necessary to promote orderly development in the City.

5) The project, as revised per these conditions, meets the CUP criteria in 156.150(G).

WHEREAS, The Planning Commission recommends that the City Council approve the conditional use permit for the proposed multiple dwelling building at 200-290 5<sup>th</sup> St SW as submitted, with the Conditions and Findings of Fact in the Planner’s report of May 8, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Milaca City Council hereby *grants* the conditional use to allow multiple dwelling located at 200-290 5<sup>th</sup> St SW with the conditions in the findings of fact.

Adopted this 18<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Mayor Dave Dillan

ATTEST

\_\_\_\_\_  
Tammy Pfaff, City Manager

THIS INSTRUMENT DRAFTED BY:

CITY MANAGER TAMMY PFAFF  
255 1<sup>ST</sup> ST E  
MILACA MN 56353



## Planning Report

---

**Date:** May 8, 2023

**To:** Milaca Planning Commission

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

**Request:** Preliminary Plat, 6<sup>th</sup> Addition to Milaca ("Potato Patch")  
Conditional Use Permit – Multi-Family (Townhouses) in B-2

**Owner:** Bluewaters-Potato Patch-Milaca, MN LLC

**Applicant:** Gregg Chaffin

**Address:** Highway 23, 2<sup>nd</sup> Avenue SW, 5<sup>th</sup> Street SW

**PIDS:** 21-046-0170

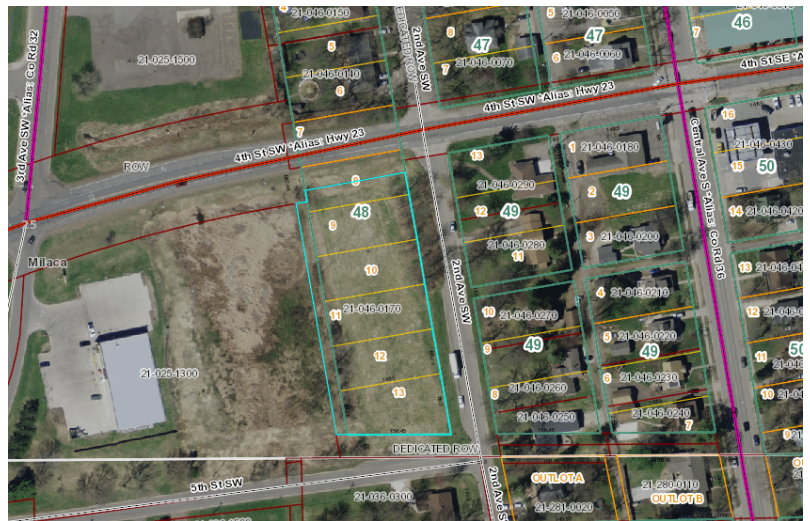
**Zoning:** B-2 General Business

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### INTRODUCTION

Gregg Chaffin is proposing townhouses on the vacant land on 2<sup>nd</sup> Avenue SW between Highway 23 and 5<sup>th</sup> Street SW, a parcel known as the "Potato Patch". The requests are for a preliminary plat for the townhouse project and a Conditional Use Permit (CUP) for multi-family in the B-2 district.

The site is guided for Low Density Residential but is zoned B-2 General Business. Multi-family residential is allowed as a conditional use in the B-2 district.



The site is about 1.27 acres in size with frontage on Highway 23, 2<sup>nd</sup> Avenue SW and 5<sup>th</sup> Street SW. The project proposes three townhouse buildings – one with 3 units, the other two with 4 units each, for a total of 11 units. The density would be about 8.6 units/acre.



Re: [REDACTED] - PUD & Plat  
Potato Patch-Sixth Addition

### SITE & PROJECT FEATURES

There is a short steep slope from Highway 23 down into the site and a somewhat more gradual slope from 2<sup>nd</sup> Avenue SW down into the site. Access to the site is proposed only from 5<sup>th</sup> Street SW due to this slope condition, illustrated to the right.

The features of the project are illustrated on the next page. The property consists of one lot now but would be divided into three lots for the townhouse buildings and an outlot for the driveway. There are seven parking spaces proposed on the

north side of the site with a driveway along the west side of the site from 5<sup>th</sup> St SW serving the townhouses and this parking. The driveway would dead-end in the NE corner of the site. Outlot A is proposed on the west side of the site, to include most of the driveway and open space.



One issue we suggest addressing is the street right-of-way dedicated as Hill Street on the south side of the property abutting 5<sup>th</sup> Street SW. The angle of this ROW does not match 5<sup>th</sup> St SW or the project site property lines and a portion could be vacated to straighten out the lot lines and ROW lines. This is illustrated on the next page following the site graphic – a triangle of ROW would be vacated and revert back to the Potato Patch property, maintaining the 33-ft width noted.

With the added property due to the vacated ROW, the townhouse buildings can be shifted south. This would allow a 5 ft space between the northern building and the driveway, where there is no space now, and also would allow the required 10 ft setback between the townhouse buildings and the new lot lines. Currently only 5 ft is shown on the proposed plans. The parking area is within the slope up to Highway 23, but only a short way, and we believe this can be built with careful grading or a retaining wall. We also suggest adding a “bumpout” area at the end of the driveway as a turnaround, since the driveway dead-ends – this allows cars a space to back into as they leave the parking area. With this shift in the site plan the lot lines for the townhouse buildings would be adjusted as well.

As submitted, Outlot A is proposed on the west side of the site. We suggest that Outlot A also include the parking area and northern segment of the driveway, since these are common features, appropriate for the outlot, illustrated on the fourth page following.

Lastly, the City Engineer asks that a 10-ft-wide drainage and utility easement be provided around the entire site, illustrated on the last of the attached graphics.





Re: [REDACTED] - PUD & Plat  
Potato Patch-Sixth Addition

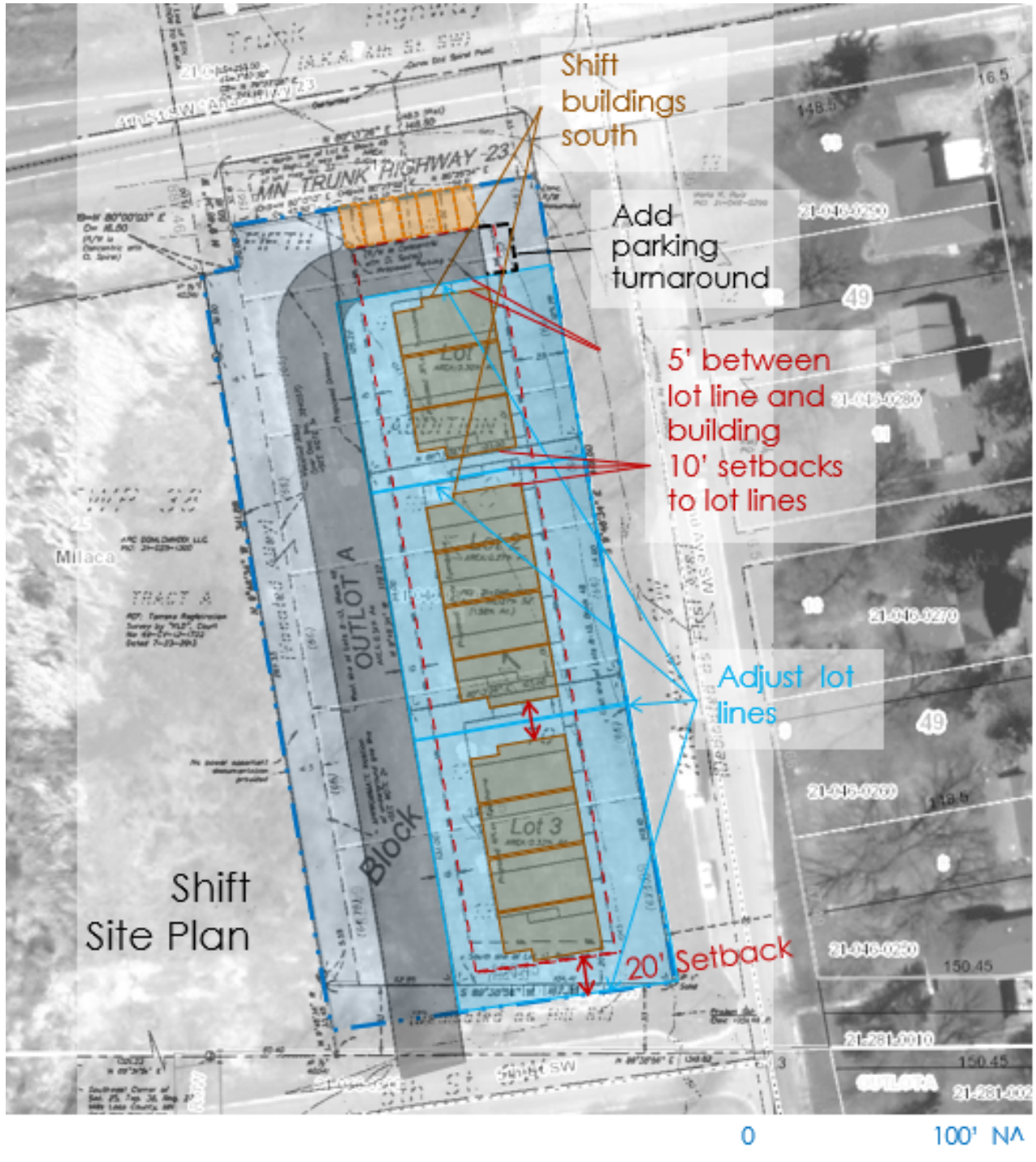




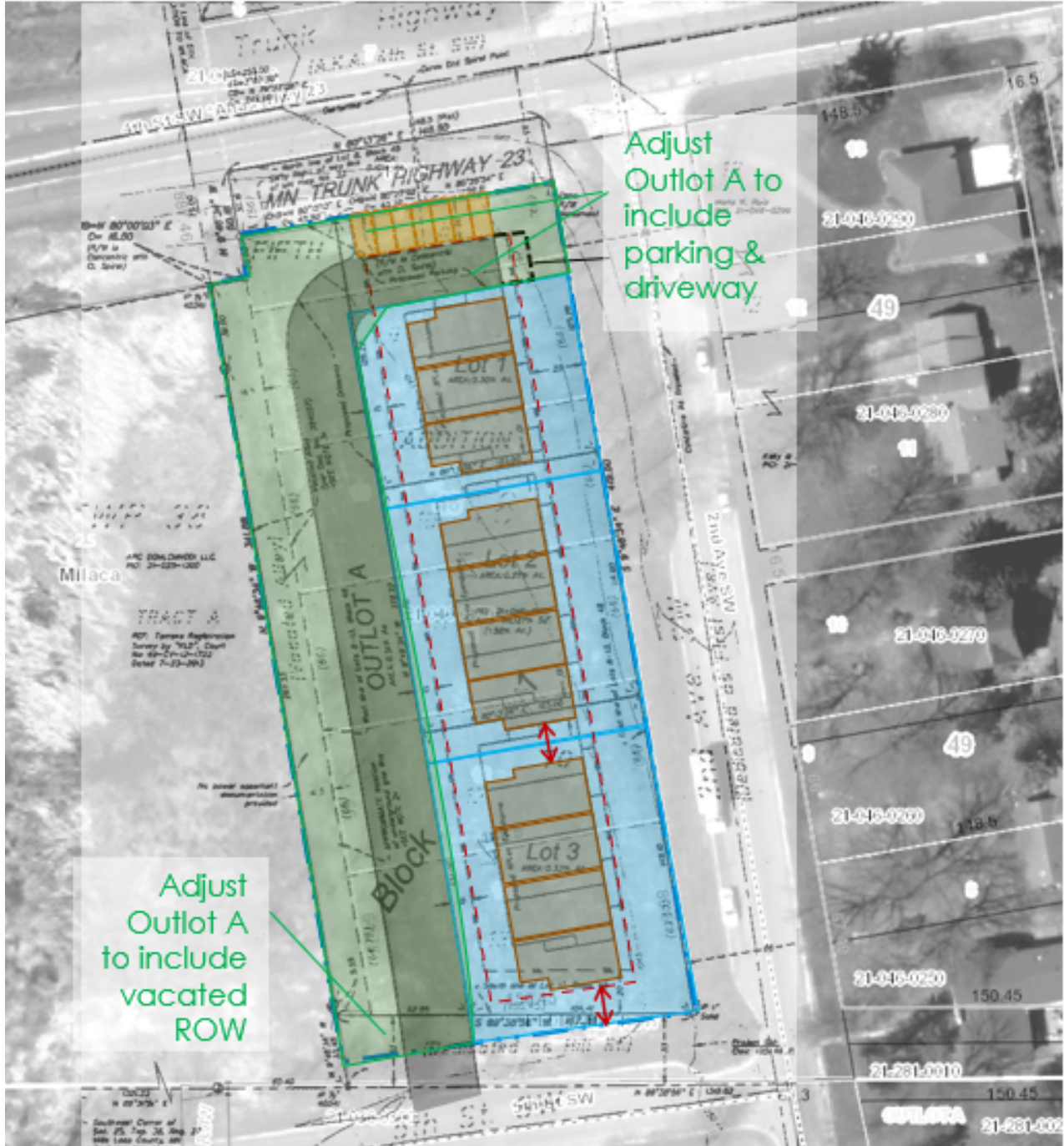
Re: [REDACTED] - PUD & Plat  
Potato Patch-Sixth Addition



Re: [REDACTED] - PUD & Plat  
Potato Patch-Sixth Addition

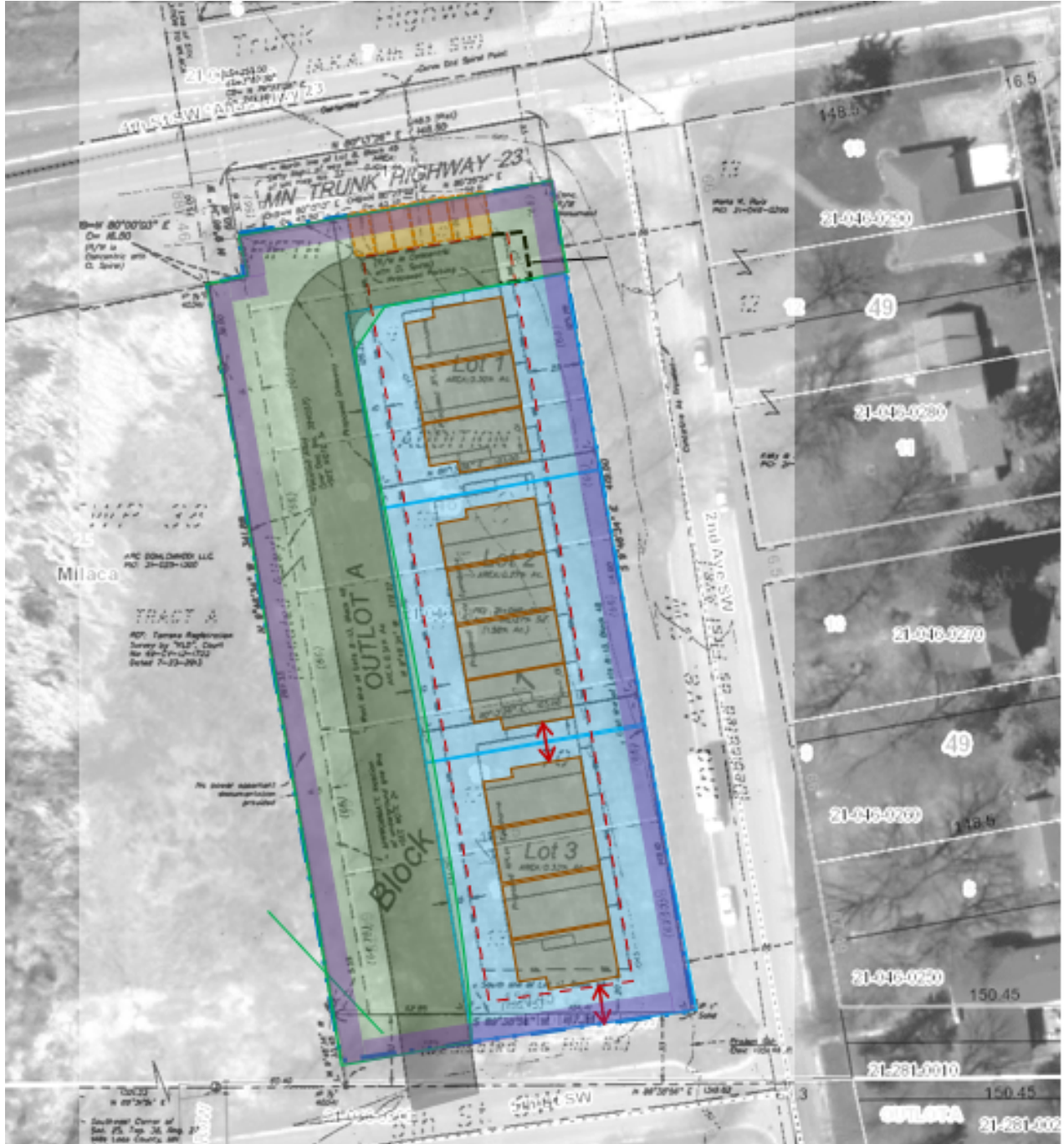


Re: [REDACTED] - PUD & Plat  
Potato Patch-Sixth Addition





Re: [REDACTED] - PUD & Plat  
Potato Patch-Sixth Addition



0 100' N/A



**Re:** [REDACTED] - PUD & Plat

Potato Patch-Sixth Addition

### **CUP Criteria**

A conditional use in planning practice is considered a *permitted use* to which *reasonable conditions* can be attached based on findings of fact. The Milaca Zoning Code in Section 156.150(D) defines the Planning Commission's role in the CUP process:

*(D) The Planning Commission shall consider possible adverse effects of the proposed amendment or conditional use. Its judgment shall be based upon, but not limited to, the following factors:*

- (1) Relationship to the city's growth management system/Comprehensive Plan;*
- (2) The geographical area involved;*
- (3) Whether the use will tend to or actually depreciate the area in which it is proposed;*
- (4) The character of the surrounding area; and*
- (5) The demonstrated need for the use.*

A reasonable analysis of the above factors would conclude that the proposed use meets all these criteria – the parcel is now vacant and would aid the city's growth; the geographic area would support the use; the use would not depreciate the area; the character of the area is a mix of commercial and residential uses near downtown; and there is a definite need for multi-family housing in Milaca.

### **SITE ISSUES**

#### **Setbacks**

The proposal, as recommended with revisions, meets the required setbacks, as illustrated on the graphic earlier in this report, with the red dashed line:

- 25 ft front setback
- 20 ft corner side setback
- 10 ft side setback
- 10 ft rear setback

#### **Height**

The building is 31.5 ft tall at the at the peak of the roof and meets the zoning code height limit of 35 feet.

#### **Parking**

Each unit would have a two-car garage, meeting the required parking standard of 2 spaces per unit, plus there are 7 visitor spaces. Two of the visitor spaces should be dimensioned and striped for handicapped parking.

#### **Landscaping**

No landscape plan was submitted. This can be reviewed and approved by the City Planner and City Engineer at the building permit stage.



**Re:** [REDACTED] - PUD & Plat  
Potato Patch-Sixth Addition

### **Lighting**

All site lighting should be downcast, cutoff type fixtures such that the light source is not visible beyond the property line.

### **Lot Coverage**

Lot coverage is not legible on the site survey, but we believe the site plan meets the requirement of no more than 60% hardcover for residential uses. This property is zoned B-2, but multi-family residential is allowed, so it is indirectly a "residentially zoned property".

### **Engineering Comments**

- A 10-foot wide drainage and utility easement should be provided around the perimeter of the plat.
- A Utility Layout Plan and a Grading Plan (with stormwater management plan) needs to be submitted for review prior to any city action on the final plat.
- It is assumed that the access road, sanitary sewer, water main, and drainage facilities within the site would be privately owned and maintained.

## **RECOMMENDATIONS**

### **Preliminary Plat**

We recommend approval of the preliminary plat for the Sixth Addition to Milaca as submitted, with the following conditions:

- 1) A portion of the Hill Street right-of-way at the south end of the site will be petitioned to be vacated as illustrated in the Planner's report of May 8, 2023 and, if approved by the City Council, this property will be added to the project parcel.
- 2) Lot lines for the townhouse lots will be adjusted as recommended in the Planner's report of May 8, 2023 to take into account the vacated Hill Street right-of-way, the required 10-foot side setbacks internally between the new lots, and to provide at least 5 feet between the northern line of proposed Lot 1 and the driveway.
- 3) Outlot A will be revised to include the entire driveway and common parking area.
- 4) A 10-foot wide drainage and utility easement shall be provided around the perimeter of the plat.
- 5) A Utility Layout Plan and a Grading Plan (with stormwater management plan) will be submitted for review prior to any city action on the final plat.



**Re:** [REDACTED] - PUD & Plat  
Potato Patch-Sixth Addition

### **Conditional Use Permit**

We recommend approval of the conditional use permit for the 11-unit townhouse project as submitted, with the following Conditions and Findings of Fact:

#### *Conditions of Approval*

- 1) The site plan will be revised as recommended in the Planner's report of May 8, 2023, to be reviewed and approved by the City Engineer and City Planner prior to issuing a building permit.
- 2) A landscape plan will be submitted for review and approval by the City Engineer and City Planner prior to issuing a building permit.
- 3) A lighting plan will be submitted for review and approval by the City Engineer and City Planner prior to issuing a building permit.
- 4) Lot coverage will be confirmed as less than 60%, to be reviewed and approved by the City Engineer and City Planner prior to issuing a building permit.
- 5) All requirements of the City Engineer and Public Works Director will be followed with respect to grading, stormwater, utilities, and other issues.

#### *Findings of Fact*

- 1) The property is zoned B-2. Multi-family residential is a conditional use in that district. The use is presumed to be a permitted use to which reasonable conditions may be attached.
- 2) Criteria for considering a conditional use are found in Section 156.150(D) of the Milaca Zoning Code. The proposed project meets all of these criteria – the parcel is now vacant and would aid the city's growth; the geographic area would support the use; the use would not depreciate the area; the character of the area is a combination of commercial and residential uses; and there is a definite need for multi-family housing in Milaca.
- 3) Conditions of approval related to maintenance of landscaping, site lighting, and other site features are reasonable and necessary to preserve the character of the area.
- 4) Adherence to the City's engineering standards is reasonable and necessary to promote orderly development in the City.
- 5) The project as revised per these conditions meets the CUP criteria in 156.150(G).

### **60-DAY DEADLINE**

The plat application was received on May 1, 2023. Per State statute 15.99 it has a 120-day deadline for final City Council action, which is up on August 30, 2023. The CUP deadline is 60 days and is up July 1, 2023.



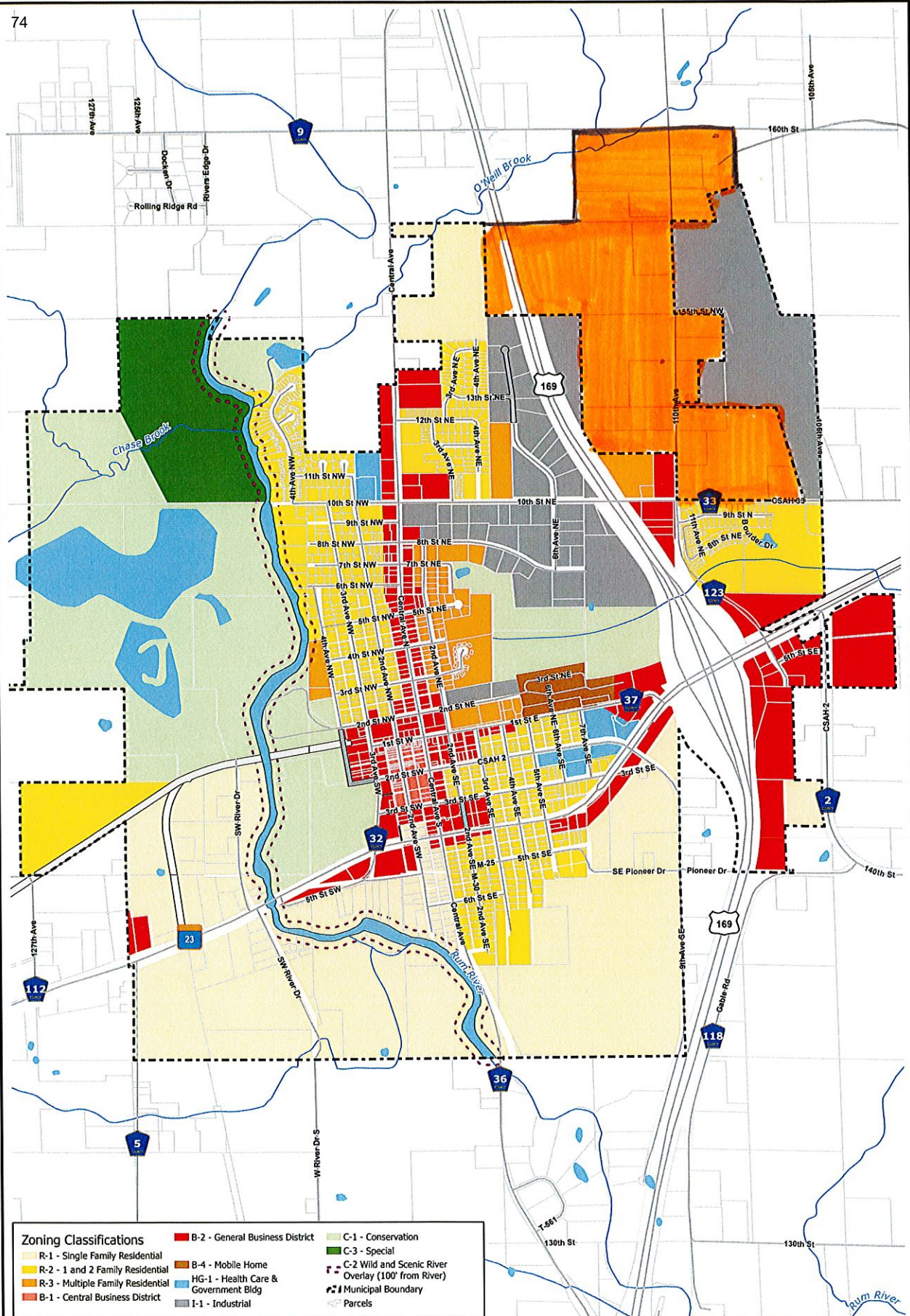
**Re:** [REDACTED] - PUD & Plat  
Potato Patch-Sixth Addition

### **Conditional Use Permit Conditions**

Section 156.150(G) of the Zoning Code notes the kinds of conditions to be considered in reviewing a Conditional Use Permit, not all of which apply to this request:

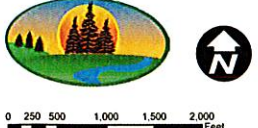
(G) For all conditional uses, the following conditions shall be met:

- (1) The land area and setback requirements of the property containing the use or activity shall be the minimum established for the district.
- (2) Where applicable, all city, state, and federal laws, regulations, and ordinances shall be complied with and all necessary permits secured.
- (3) Adequate off-street parking and loading shall be provided in accordance with §§ 156.075et seq. This parking and loading shall be screened and landscaped from abutting residential uses in compliance with this subchapter.
- (4) The proposed water, sewer, and other utilities shall be capable of accommodating the proposed use.
- (5) The street serving the proposed use or activity shall be of sufficient design to accommodate the proposed use or activity, and the use or activity shall not generate such additional extra traffic to create a nuisance or hazard to existing traffic or to surrounding land uses.
- (6) All access roads, driveways, parking areas, and outside storage, service, or sales areas shall be surfaced or grassed to control dust and drainage.
- (7) All open and outdoor storage, sales, and service areas shall be screened from view from the public streets and from abutting residential uses or districts.
- (8) All lighting shall be designed as to have no direct source of light visible from adjacent residential areas or from the public streets.
- (9) The use or activity shall be properly drained to control surface water runoff.
- (10) The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence.
- (11) Where structures combine residential and non-residential uses, these uses shall be separated and provided with individual outside access, and the uses shall not conflict in any manner.



*orange  
Potential  
Annexation  
Area*

Zoning Classifications	
<span style="color: yellow;">■</span> R-1 - Single Family Residential	<span style="color: red;">■</span> B-2 - General Business District
<span style="color: orange;">■</span> R-2 - 1 and 2 Family Residential	<span style="color: brown;">■</span> B-4 - Mobile Home
<span style="color: yellow;">■</span> R-3 - Multiple Family Residential	<span style="color: blue;">■</span> HG-1 - Health Care & Government Bldg
<span style="color: red;">■</span> B-1 - Central Business District	<span style="color: grey;">■</span> I-1 - Industrial
<span style="color: green;">■</span> C-1 - Conservation	<span style="color: green;">■</span> C-3 - Special
<span style="color: blue;">■</span> C-2 Wild and Scenic River Overlay (100' from River)	<span style="border: 1px dashed black;">□</span> Municipal Boundary
	<span style="border: 1px solid black;">□</span> Parcels

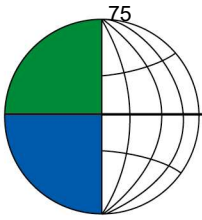


# CITY OF MILACA, MN

## ZONING MAP February 2023

**Stantec**

Notes:  
1. Coordinate System: NAD 1983 HARN Adq MN  
Mile Lacs Feet  
2. Data Sources: Mile Lacs County, US Fish and Wildlife



# Bogart, Pederson & Associates, Inc.

LAND SURVEYING  
CIVIL ENGINEERING  
MAPPING

**TO:** City of Milaca  
255 First Street East  
Milaca, MN 56353

**DATE:** April 24, 2023

**SUBJECT:** Proposal for providing professional surveying services for **Milaca 110th Avenue (Airport Road, Grant #B-23-CP-MN-0884)**

Thank you for the opportunity to provide this quote for professional surveying services. This proposal includes estimated scope of work and fees to survey existing conditions and topography for the portion of 110<sup>th</sup> Avenue located between 150<sup>th</sup> Street (County Road 33) and 160<sup>th</sup> Street.

Bogart, Pederson & Associates, Inc. (BPA) currently has access to survey data collected around 2015 for the half-mile portion of 110<sup>th</sup> Avenue located between 150<sup>th</sup> Street (County Road 33) and 155<sup>th</sup> Street. This proposal includes collecting survey data for the remaining half mile of 110<sup>th</sup> Avenue from 155<sup>th</sup> Street to 160<sup>th</sup> Street. Spot checks will be performed for the previously surveyed portion to verify conditions have not changed.

The road survey will include cross-section data collected every 50 feet along the road corridor and will extend approximately 75 feet to the east and west from the centerline. Prior to commencing the survey, BPA will request a Gopher State One Call utility locate to mark the existing utilities. Most likely, the Gopher State One Call will be requested for the entire one-mile corridor to confirm that the utility locations surveyed around 2015 are still accurate.

In addition, BPA will survey approximately 150 feet east and 300 feet south of the intersection of 110<sup>th</sup> Avenue and 150<sup>th</sup> Street (County Road 33) to collect information for sanitary sewer and watermain connections.

It is understood that Stantec will delineate wetlands and determine parcel boundary lines and limits of existing road right-of-way. Acquisition of additional right of way or easements will be performed by Stantec. BPA will locate wetland flags while surveying the road corridor.

**Scope of Work and Related Fees for 110<sup>th</sup> Avenue:**

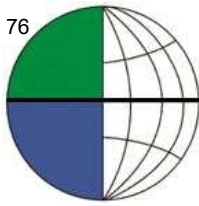
Road Survey from 155 <sup>th</sup> Street to 160 <sup>th</sup> Street .....	\$2,900
Spot verification of prior survey data on south half mile.....	\$425
Survey of Gopher State One Call utility locates .....	\$875
Survey south and east of 110 <sup>th</sup> Ave and County Road 33.....	\$1,050
Survey of Wetland Flags.....	\$875
Preparation of Autocad files for the survey .....	<u>\$800</u>

**Estimate Total: \$6,925**

If there are any other questions or concerns, contact our Becker office phone listed below or email me at [cwensmann@bogart-pederson.com](mailto:cwensmann@bogart-pederson.com).

Respectfully,

Craig Wensmann, LS,  
Principal Surveyor



# Bogart, Pederson & Associates, Inc.

CIVIL ENGINEERING  
LAND SURVEYING  
ENVIRONMENTAL SERVICES

*Traditional Values • Creative Solutions*

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into by the **City of Milaca**, 255 First Street East, Milaca, Minnesota 56353 (hereinafter "Client"), and **Bogart, Pederson & Associates, Inc.** of 13076 1<sup>st</sup> Street, Becker, MN 55308 (hereinafter "BPA").

**SCOPE OF SERVICES:** The Client hereby contracts with BPA, to perform the following described professional services, hereinafter collectively referred to as the Scope of Services, with regard to the Client's Project as described or referred to herein:

Attached **Proposal for providing professional surveying services for Milaca 110<sup>th</sup> Avenue (Airport Road, Grand #B-23-CP-MN-0884)** dated April 23, 2023.

**TERMS AND CONDITIONS:** BPA's terms and conditions of contract, as included herewith, shall apply to all work performed by BPA and to all obligations of the Client pursuant to this Agreement, unless otherwise specifically agreed in writing.

**ENTIRE AGREEMENT:** If any element of this Agreement is held to violate the law or a regulation, or whose insurability cannot be confirmed by BPA, it shall be deemed void, and all remaining provisions shall continue in force.

The parties have made and executed this Agreement.

### BOGART, PEDERSON & ASSOCIATES, INC.

Signed: \_\_\_\_\_

Craig Wensmann, President

Date Signed: May 3, 2023

Proposal Terms accepted by:

\_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

If billing address is not as shown, please provide changes below.

\_\_\_\_\_

\_\_\_\_\_

## TERMS AND CONDITIONS

The following terms and conditions shall be a part of the BPA contractual undertaking to perform professional services and BPA undertaking to perform such services and to enter into this Agreement is expressly conditioned on client's assent to such Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of Client, which are expressly objected to and rejected by BPA. Where a client issues a purchase order to authorize BPA' undertaking to perform professional services, that undertaking will be governed solely by the Terms and Conditions and Additional Provisions, if any, of this Agreement.

1. **PERFORMANCE:** BPA shall exercise the normal standard of care and diligence in performing professional services, but BPA makes no warranty, express or implied, with respect to any services performed hereunder. BPA shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not directly caused by the negligent acts, errors or omissions of BPA.
2. **SUBCONTRACTORS:** BPA may engage subcontractors on behalf of the Client to perform a portion of the services to be provided by BPA hereunder.
3. **TERMINATION:** This Agreement may be terminated by either party upon fourteen (14) days' prior written notice. In the event of termination, BPA shall be paid up to the effective date of termination for all services rendered. Drawings or other documents prepared by BPA shall remain the property of BPA and shall not be delivered to Client until all moneys owed to BPA have been paid. BPA assumes no liability for the use of drawings and other documents delivered to the Client under this clause, unless specifically agreed to in writing.
4. **PAYMENT:** BPA shall bill for services rendered and reimbursable costs incurred on a periodic basis. Each invoice shall be due and payable within fifteen (15) days of the presentation of the invoice. Invoices over thirty (30) days past due will accrue monthly interest at the rate of 1.5%. The Client hereby waives any defense of usury with regard to said rate of interest. BPA may, after written notice to Client, suspend performance of services until all past due amounts are paid. The Client shall reimburse BPA all costs incurred by BPA to collect any unpaid balance more than ninety (days) past due.
5. **DISPUTE RESOLUTION:** Any dispute arising pursuant to any contract to which these Terms and Conditions apply shall be submitted to binding arbitration, unless the parties agree otherwise. Should a dispute not be resolved by arbitration, the laws of the State of Minnesota will govern the validity of this Agreement, its interpretation and performance.
6. **INSURANCE:** Upon request, BPA will furnish the Client with a written description of insurance coverage being maintained by BPA which may be related to BPA' performance of services hereunder. No oral representations regarding insurance shall be binding upon BPA.

**TERMS AND CONDITIONS (continued)**

7. **INDEMNITY:** Subject to any limitations stated in this Agreement and to the extent insured, BPA will indemnify and hold harmless the Client, its officers, directors, employees and subcontractors from and against all claims and actions including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property directly resulting from a professionally negligent act, error or omission of BPA or any of its agents, subcontractors or employees in the performance of services within this contract. BPA will not be responsible for any portion of loss, damage or liability arising from any contributing negligent acts by the Client, its subcontractors, agents, staff or consultants. The Client will indemnify and hold harmless BPA, its employees, officers, directors and subcontractors from and against all claims and actions, including attorney fees, arising out of or related to damages or injuries to persons or property related or connected to the acts of the Client or any of its agents, subcontractors and/or employees.
8. **SITE ACCESS AND SECURITY:** Client shall notify property owners for authorization for entry and use of land as necessary for BPA to perform its Services. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by the performance of any of BPA's services, except for such damage as caused by the sole negligence of BPA.
9. **WAIVER:** No waiver, discharge, or renunciation of any claim of right of BPA arising out of breach of this Agreement by Client shall be effective unless in writing signed by BPA and supported by separate consideration.
10. **GOVERNING LAW:** This Agreement shall be deemed to have been made in Sherburne County, Minnesota, and shall be governed by, and construed in accordance with the laws of the State of Minnesota.
11. **DOCUMENTS:** All project documents, drawings, files, working papers or other materials, whether written or electronic, prepared, or furnished to the Client by BPA under this Agreement are intended for the specific purposes of this Agreement only. Any reuse of said documents, drawings, files, working papers or other materials after they have left the custody of BPA shall be at the user's sole risk without liability to, or cause of action against, BPA.
12. **FEDERAL/LOCAL RIGHT TO KNOW COMPLIANCE:** In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, the Client shall provide BPA with a list of hazardous substances in the work place to which BPA employees or subcontractors may be exposed in performance of the Services to be provided under this Agreement. The Client shall also provide a listing of protective measures in case exposure to said hazardous substances occurs.
13. **THIRD PARTY RIGHTS:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than the Client and BPA.



May 11, 2023

City of Milaca  
255 First St E  
Milaca, MN 56353

Attn: Tammy Pfaff, City Manager

C/O: Stantec  
Mr. Phil Gravel  
[Phil.Gravel@stantec.com](mailto:Phil.Gravel@stantec.com)

Re: Proposal for Geotechnical Exploration  
Milaca Airport Road 110<sup>th</sup> Avenue  
Milaca, Minnesota  
AET Proposal No. P-0022962

Dear Ms. Pfaff:

Thank you for the opportunity to provide a proposal for geotechnical exploration services for the Milaca Airport Road (110<sup>th</sup> Avenue) project in Milaca, Minnesota. This proposal presents our understanding of the project, an outline of the scope of services we are to provide, anticipated schedule, and an estimate of our fees.

## PROJECT INFORMATION

We understand the City of Milaca is planning the reconstruction of the 1-mile segment of 110<sup>th</sup> Avenue, from 150<sup>th</sup> Street to 160<sup>th</sup> Street. Currently, the road surface is gravel with a width of about 26 feet.

The City of Milaca is proposing a 7-ton or 9-ton bituminous pavement design with a 24-foot-wide paved section and 3-foot gravel shoulders on each side. Some vertical curves will be corrected, but the grade is anticipated to remain within 2 feet of the existing grade. Traffic counts from MnDOT were not available, but we assume the AADT is below 500. There are currently no planned utility improvements or replacements.

## SCOPE OF SERVICES

### Field Exploration

#### SPT Soil Borings & Hand Auger Borings

- Mark soil boring locations in the field.
- Arrange clearance of underground public utilities through the Gopher State One Call system.

**550 Cleveland Avenue North | Saint Paul, MN 55114**

**Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | [teamAET.com](http://teamAET.com) | AA/EEO**

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- Perform 5 standard penetration test (SPT) soil borings using a truck mounted drill rig to depths of 9 feet.
- Perform 10 hand auger borings to depths of up to 8 feet. 5 will be performed on the west side of the road and 5 will be performed on the east side of the road.
- Backfill the boreholes per Minnesota Department of Health (MDH) requirements.
- Document the boring locations by using GPS equipment with submeter accuracy. The elevations will be estimated using MnTOPO. Alternatively, Stantec may provide locations and elevations.

AADT volumes were not posted on MnDOT's Traffic Mapping Application. We anticipate that the roadway segment has an AADT below 500. Therefore, we plan to use only traffic signs and cones for traffic control on the roadway. We assume no traffic control will be needed for borings performed off the roadway.

We will drill the borings using hollow stem augers or by rotary mud drilling, with sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. We will collect samples at 2.5-foot intervals to the termination depths as listed above. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We will backfill the boreholes to comply with MDH requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume the owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

### **Falling Weight Deflectometer (FWD) Testing (Optional Scope)**

Falling Weight Deflectometer (FWD) testing is a form of non-destructive testing used to estimate the strength of the existing road core. If requested, we will perform FWD testing on approximately 1 lane mile in one direction of travel at approximately 1/10th-mile spacing. The testing will be conducted using the standard 9 sensor Strategic Highway Research Program (SHRP) spacing and at 6,000- and 9,000-pounds force. FWD testing provides data that allows the calculation of spring load capacity and subgrade modulus, from which we can more accurately assess the required reconstruction or rehabilitation method utilized. The FWD data collection system is linked to GPS coordinates.

### **Laboratory Logging & Testing**

Each of the recovered samples will be returned to our lab for visual/manual classification of the soils according to the Unified Soils Classification and the AASHTO Soil Classification Systems. Our services will include mechanical laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have estimated to perform moisture





content tests on all cohesive soils, as well as material finer than the No. 200 sieve, organic content tests, and sieve analysis tests on select samples.

## Report

Upon completion of the field exploration and soil laboratory testing, we will prepare a geotechnical and pavement engineering report, which will include the following:

- An outline of our understanding of the proposed construction.
- Descriptions of drilling, FWD (if approved), sampling, testing, and classification methods.
- Figures illustrating the final test locations.
- If approved, analysis of the FWD data for load capacity of the roadway using the MnDOT pavement design and analysis procedure for the roadway and provide spring load capacity.
- Subsurface boring logs, including thickness of the encountered pavement, aggregate base, and/or topsoil or bedrock; USCS and AASHTO soil types; measured water levels; and laboratory test results.
- Design and construction of new embankments for pavement support, including excavation and fill recommendations.
- Pavement design and construction recommendations for new bituminous pavement; including section thicknesses, subgrade preparation or improvement, sand subbase, and drainage.
- Subgrade R-value(s) for pavement design based on the testing performed and conditions encountered.
- Comments on other items which may affect final performance or constructability, such as frost heave, settlement, drainage, and dewatering considerations.

## SCHEDULE

Weather permitting and based on our current backlog, we anticipate the FWD field services can be completed within three to five weeks following authorization to proceed. The drilling can be completed within two to three weeks following authorization to proceed. Laboratory testing can be completed about one week after completion of the field services. The geotechnical report should be submitted within two to three weeks following the field exploration.

## FEES

The scope of services defined above will be performed on a time and materials basis in accordance with the attached Fee Estimate and the breakdown below.

1. Layout and Utility Clearance	\$ 1,355
2. Field Exploration	\$ 7,252
3. Traffic Control	\$ 300
4. Laboratory testing	\$ 1,672



5. Project Management and Reporting	<u>\$ 3,560</u>
<b>TOTAL ESTIMATE</b>	<b>\$14,139</b>
6. FWD (Optional Scope)	<u>\$ 3,045</u>
<b>TOTAL ESTIMATE WITH OPTIONAL SCOPE</b>	<b>\$17,184</b>

In the event the scope of our services needs to be revised, such as additional or deeper borings and additional field or laboratory testing, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding. Additional services will be charged in accordance with the attached fee schedule. Our fees will be in effect for thirty days following the date of this proposal, and fees for services authorized after this expiration date will be subject to review and possible escalation.

### MINNESOTA DEPARTMENT OF HEALTH FEES

The Minnesota Department of Health (MDH) changed the borehole sealing and notification requirements on July 1, 2019. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. The MDH requires that a Sealing Record be submitted to the MDH, with a copy to you and the Property Owner, after the borings are completed. For borings extended to a depth of 25 feet or deeper, all licensed drilling companies must submit written notification to the MDH prior to drilling, along with a fee of \$75. Projects that span multiple properties also require multiple notifications.

The above fee estimate for our geotechnical services does not include MDH fees, as the proposed scope of drilling does not include borings 25 feet or deeper. However, final boring depths can change, due to unanticipated poor soil conditions for example. Therefore, the final MDH fee, plus an administrative charge of \$65 per notification, will be added to our final invoice to you, if necessary.

The MDH Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name and mailing address:

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### UNDERGROUND UTILITIES

Prior to drilling, we will contact Gopher State One Call to locate public underground utilities; however, Gopher State One Call will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **Gopher State One Call states that the property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans, and/or records showing the location of all private utilities and structures.



We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

## ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site; environmental testing of the soil or groundwater; a wetland assessment; or consultation on lead, mold, asbestos, silica, or radon. If you wish to have us provide these additional services, please contact us.

## TERMS AND CONDITIONS

Unless otherwise agreed upon in writing, all AET Services are provided subject to the Terms and Conditions set forth in the enclosed “Environmental/Geotechnical Service Agreement—Terms and Conditions,” which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

## ACCEPTANCE

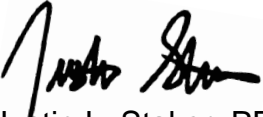
This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

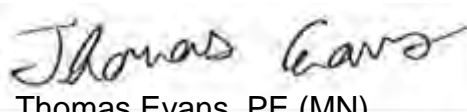
We have enclosed with this proposal a copy of the “Environmental/Geotechnical Service Agreement – Terms and Conditions.” The terms contained in the attached “Environmental/Geotechnical Service Agreement – Terms and Conditions” are incorporated herein and are an integral part of this contract for professional engineering services.



AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,  
**American Engineering Testing, Inc.**

  
Justin L. Staker, PE (MN)  
Engineer II  
[jstaker@teamAET.com](mailto:jstaker@teamAET.com)  
Phone: (651) 523-1265

  
Thomas Evans, PE (MN)  
Senior Engineer  
[tevans@teamAET.com](mailto:tevans@teamAET.com)  
Phone: (701) 690-9732

**ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0022962**

SIGNATURE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NUMBER AND EMAIL: \_\_\_\_\_  
DATE: \_\_\_\_\_

**INVOICING INFORMATION (Provide Company AP Department Information, if present.)**

AP CONTACT NAME: \_\_\_\_\_  
BILLING/MAILING ADDRESS: \_\_\_\_\_  
AP PHONE NUMBER AND INVOICE EMAIL: \_\_\_\_\_  
P.O. NO./ PROJECT NO.: \_\_\_\_\_

Attachments: Fee Estimate  
Environmental/Geotechnical Service Agreement – Terms and Conditions  
Certificate of Insurance  
W9

GEOTECHNICAL SERVICES FEE ESTIMATE  
MILACA AIRPORT ROAD (110TH AVE)  
MILACA, MN  
AET PROPOSAL No. P-0022962



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<b>Layout &amp; Utility Clearance</b>			
Drilling Technician	6 hours	\$120.00	\$720.00
Auxiliary Vehicle Rental	6 hours	\$35.00	\$210.00
Auxiliary Vehicle Mileage	150 miles	\$1.50	\$225.00
GPS Equipment	1 days	\$200.00	\$200.00
<b>Section Subtotal:</b>			<b>\$1,355.00</b>
<b>Geotechnical Field Services</b>			
<b>Hourly Drilling (SPT &amp; Hand Auger Borings)</b>			
Drilling Technician	33 hours	\$120.00	\$3,960.00
Auxiliary Vehicle Rental	17 hours	\$35.00	\$595.00
Truck with Drill Rig Rental	17 hours	\$110.00	\$1,870.00
Auxiliary Vehicle Mileage	150 miles	\$1.50	\$225.00
Truck with Drill Rig Mileage	150 miles	\$1.80	\$270.00
Per Diem	2 days	\$41.00	\$82.00
Lodging (2 technicians, 1 night, 2 rooms)	1 days	\$250.00	\$250.00
<b>Section Subtotal:</b>			<b>\$7,252.00</b>
<b>Traffic Control</b>			
Traffic Control Signs Rental	2 days	\$150.00	\$300.00
<b>Section Subtotal:</b>			<b>\$300.00</b>
<b>Laboratory</b>			
Classification	5 hours	\$130.00	\$650.00
ASTM D6913 Sieve Analysis of Soils	4 tests	\$127.00	\$508.00
ASTM D1140 Material Finer than No. 200 Sieve in Soils	4 tests	\$61.00	\$244.00
ASTM D2974 Moisture, Ash, and Organic Material of Peat & Organic Soils	3 tests	\$90.00	\$270.00
<b>Section Subtotal:</b>			<b>\$1,672.00</b>
<b>Project Management &amp; Reporting</b>			
Project Administrator	4 hours	\$80.00	\$320.00
Engineer II	11 hours	\$180.00	\$1,980.00
Senior Engineer	6 hours	\$210.00	\$1,260.00
<b>Section Subtotal:</b>			<b>\$3,560.00</b>
<b>ESTIMATED BUDGET</b>			<b>\$14,139.00</b>
<b>Falling Weight Deflectometer (Optional Scope)</b>			
Technician, Level II	7 hours	\$110.00	\$770.00
Falling Weight Deflectometer Including Truck (travel)	3 hours	\$120.00	\$360.00
Falling Weight Deflectometer with Truck (testing)	4 hours	\$235.00	\$940.00
FWD Vehicle Mileage	150 miles	\$1.50	\$225.00
Engineer, Principal	3 hours	\$250.00	\$750.00
<b>Section Subtotal:</b>			<b>\$3,045.00</b>
<b>ESTIMATED BUDGET WITH OPTIONAL SCOPE</b>			<b>\$17,184.00</b>

**SECTION 1 - RESPONSIBILITIES**

**1.1** - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

**AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

**1.2** – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

**1.4** – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

**1.5** - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.7** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.8** - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

**SECTION 2 - SITE ACCESS AND RESTORATION**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

**SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)**

**3.1** - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

**3.2** - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

**3.3** - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

**3.4** - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

**SECTION 4 - CONTAMINATION**

**4.1** - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

**4.2** - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

**SECTION 5 - SAFETY**

**5.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**5.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

**SECTION 6 – SAMPLES**

**6.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**6.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

**SECTION 7 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

**SECTION 8 - STANDARD OF CARE**

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

**SECTION 9 - INSURANCE**

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

**9.1** –

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim
	\$1,000,000 aggregate

**9.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

**9.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**9.4** - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

**9.5** - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

**9.6** - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

**9.7** - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

**SECTION 10 - DELAYS**

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

**SECTION 11 - PAYMENT, INTEREST, AND BREACH**

**11.1** - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

**11.2** – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

**11.3** – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

**11.4** – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

**SECTION 12 - CHANGE ORDERS**

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

**SECTION 13 - MEDIATION**

**13.1** - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

**13.2** - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

**SECTION 14 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

**SECTION 15 - MUTUAL INDEMNIFICATION**

**15.1** - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

**15.2** - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

**15.3** - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

**15.4** - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

**SECTION 16 - NON-SOLICITATION**

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

**SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital.



This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

#### **SECTION 18 - LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

#### **SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

#### **SECTION 20 - TERMINATION**

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

#### **SECTION 21 - SEVERABILITY**

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

#### **SECTION 22 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

#### **SECTION 23 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>AMERICAN ENGINEERING TESTING, INC.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>550 CLEVELAND AVE. N..</b>		
6 City, state, and ZIP code <b>ST. PAUL, MN 55114</b>		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
4	1		0	9	7	7	5	2	1

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/1/23
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





May 11, 2023

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

**Reference:** B-23-CP-MN-0884, City of Milaca  
110<sup>th</sup> Avenue (airport road) Improvements Project (193806178)  
**Project Status Update**

Dear Tammy:

This letter serves as an update on the progress of the 110<sup>th</sup> Avenue Improvements Project (HUD Community Project Funding grant).

A meeting with representative from Borgholm and Milaca Townships was held on April 20<sup>th</sup>. The purpose of that meeting was to share information and to establish a means of on-going communication. It was the general consensus of the group to keep the road portion of the project within the available grant funding amount.

As you know, you submitted grant agreement documents to HUD on May 1<sup>st</sup>. It may take several weeks to hear back from HUD. A Project Narrative outlining the project was prepared as one of the required grant agreement documents. A copy of the Project Narrative is attached to this letter.

We are ready to move on to some of the initial steps necessary to start the preliminary design. We have received quotes for topographic survey and for a geotechnical investigation/report. Those two tasks can get started soon after the work is authorized.

Stantec will begin the wetland delineation process along the project corridor later this month. Wetland permitting will follow. We will also begin the process of determining right-of-way needs. Preliminary design will be completed to the point of determining project slope limits once the preliminary survey information is available.

A basic schedule for the project could include: Preliminary Engineering May 2023 – November 2023, Final Engineering December 2023 – April 2024, and Construction Phase May 2024 – December 2024.

We would 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**

A handwritten signature in black ink that reads "Phil Gravel".

Phil Gravel

<b>Grantee:</b>	City of Milaca, MN
<b>Project Name:</b>	Milaca Airport Road Project
<b>Grant Amount:</b>	\$1,500,000
<b>Grant Number:</b>	B-23-CP-MN-0884
<b>UEI:</b>	JUQPJGQDMMK7
<b>Authorized Representative:</b>	Tammy Pfaff

## May 2023

### Project Narrative - Community Project Funding (CPF) 110<sup>th</sup> Avenue (AKA airport road)

#### Project Purpose

The purpose of the project is to make necessary road, sewer, and water improvements to further economic development in the Milaca area.

#### Background

This project is on 110<sup>th</sup> Avenue (also known as Airport Road). The project will improve a one-mile-long rural gravel road located within four local jurisdictions in central Minnesota (City of Milaca, Borgholm Township, Milaca Township, and Mille Lacs County). The City of Milaca is the lead agency on the project. The project will improve the roadway to provide a vital link between the municipal airport and two industrial parks. When completed, the project will improve conditions for economic development in the region. The project will also improve safety conditions and improve access for all corridor users. Proposed improvements have been discussed for decades but have not proceeded because of lack of funding sources.

#### Project Scope

In addition to an improved roadway, sewer and water “stubs” – as described below – will be included at this time to serve future industrial growth of this area and avoid disturbing the newly constructed roadway. Project components include the following:

##### 10-inch Sanitary Sewer Improvements

The project includes construction of approximately 500-feet of 10-inch diameter sanitary sewer. The sanitary sewer extension will begin at an existing sewer pipe located on the southern edge of Co Rd. 33. From the existing sewer pipe, new sewer pipe will be extended westward to the intersection of Co Rd 33 and 110<sup>th</sup> Avenue, then northward along 110<sup>th</sup> Avenue to a point approximately 350-feet north of the intersection. The new sewer pipe will have no initial users. It is being constructed at this time to avoid future disturbance of the 110<sup>th</sup> Avenue roadbed.

##### 10-inch Water Main Improvements

The project includes the construction of approximately 500-feet of 10-inch diameter water main. The new water main will connect to an existing pipe at the intersection of 9<sup>th</sup> Street NE and 110<sup>th</sup> Avenue. New water main will be extended northward along 110<sup>th</sup> Avenue from that connection point. The water main pipe will have no initial users. It is being constructed at this time to avoid future disturbance of the 110<sup>th</sup> Avenue roadbed.

### Roadway Improvements

110<sup>th</sup> Avenue is presently a rural section gravel road running in a north-south direction. The existing road surface width varies, but it is generally between 22-feet and 26-feet. There is little or no shouldering on the current road section. A varying combination for ditches and low areas are located the east and west edges of the existing roadway. Approximately 16 property owners are located along the project route (including the airport).

As a rural section roadway, the roadway drainage is accommodated using a system of ditches and culverts. Storm water is directed to culverts that generally drain to the southeast.

110<sup>th</sup> Avenue is classified as a local road. There are no existing traffic counts for the road. However, based on existing traffic counts from surrounding roads, the estimated average daily traffic volume (ADT) is <500. The proposed new road section will be designed to meet a 7-ton minimum load rating based on a forthcoming geotechnical report. It is expected that the design roadway section will contain 0-inches to 12-inches of granular borrow (sand), 8-inches to 12-inches of compacted class 5 aggregate base, and 3-inches to 5-inches of bituminous surfacing. Additional sand or borrow material may be required to replace unsuitable subgrade material if identified by the forthcoming geotechnical report.

The proposed design roadway width is anticipated to include a bituminous surface width of 24-feet or 26-feet to accommodate a paved traffic lane in each direction. 3-foot wide or 4-foot wide gravel shoulders will be included on each side of the road. Downslopes from each shoulder will be constructed at a 4:1 slope.

Where necessary for drainage, approximately 3-foot-wide ditches will be constructed going parallel with the roadway. Driveway culverts will be constructed at most driveways to accommodate surface drainage. Concrete pipe culverts will be installed at drainage roadway crossings. Stormwater management facilities will be installed as required.

It is anticipated that the project construction will disturb a width between 66-feet and 110-feet wide along the roadway corridor. Roadway grading to provide required safety clear zones may result in the removal of some trees. It is also anticipated that permanent easement or right-of-way acquisition will be required for a width of 66-feet to 70-feet along the roadway corridor. Existing private utility poles located within the required safety clear zone will be relocated, as necessary.

Surface restoration of the disturbed areas outside of the roadway will consist of standard roadway seeding. Erosion and sediment control measure will be installed as required.

Roadway signing will be installed to meet general rural local road requirements. Pavement markings will be installed to define the centerline of the roadway and may be installed to define the road edges.

### **Project Schedule**

Preliminary engineering has started. Final design will begin later this year with construction scheduled for 2024.

<u>Item</u>	<u>Date</u>
Environmental Review	May – August 2023
Preliminary Engineering	May – November 2023
Final Engineering	December 2023 – April 2024
Bidding	April 2024
Award	May 2024
Construction	May – December 2024



## LIABILITY COVERAGE – WAIVER FORM

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org).**

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

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LMCIT Member Name:

---

*Check one:*

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_ Position: \_\_\_\_\_



**PURCHASE AGREEMENT FOR PURCHASE  
OF PROPERTY LOCATED IN THE CITY OF MILACA, MINNESOTA**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between **CITY OF MILACA**, a Municipal Corporation organized and existing under the laws of the State of Minnesota, whose address is 255 First St. E., Milaca, MN 56353, hereinafter referred to as “Seller”, and **WHITEHORSE 33, LLC**, a Minnesota Limited Liability Company, whose address is 8729 150<sup>th</sup> Ave., Foreston, MN 56330, hereinafter referred to as the “Buyer”.

**RECITALS**

- A. Seller owns certain real property legally described as:  
See Exhibit A
- B. Buyer agrees to meet all conditions and agrees to the terms and conditions of the Development Agreement to be executed between Seller and Buyer prior to closing.

In consideration of the mutual covenants and agreements herein contained, together with other good and valuable consideration, Buyer and Seller agree as follows:

1. **Property Purchased.** Seller agrees to sell and transfer and Buyer hereby agrees to purchase and accept the Property described herein on such terms and conditions as are set forth herein.
2. **Condition of Property.** Seller makes no warranties as to condition of the Property, the same being sold “AS IS” except as to environmental and other representations and warranties in this Agreement.
3. **Project Description of Development and Use of Property.** Buyer will construct a Meat Market / Butcher Shop, as approved by Seller, and to be in compliance

with all applicable zoning and building laws as well as the terms and conditions of the Development Agreement to be agreed upon and executed by the parties prior to closing.

4. **Consideration.** As consideration for Seller's transfer of the Property to Buyer, Buyer agrees to the following conditions and restrictions:

- A. Buyer shall pay Seller the purchase price of One Hundred Thousand and No/100 Dollars (\$100,000.00) at Closing.
- B. Within three (3) days of acceptance by all Parties hereto, Buyer agrees to make a payment in the amount of Ten Thousand and no/00 Dollars (\$10,000.00) as earnest money. The earnest money shall be held in escrow at Tri County Abstract First American Title, and applied towards the purchase price at closing, subject to the parties' ability to perform under the terms of this agreement.
- C. Buyer shall construct the Project on the Property, which construction shall conform to plans presented by Buyer prior to Closing (the "Plans") and required by a mutually acceptable Developer's Agreement to be executed by the parties at or prior to Closing (the "Developer's Agreement").

5. **Buyer's Contingencies.** Buyer's obligation to purchase the Property is subject to the satisfaction or waiver of all of the following terms and conditions:

- A. **Default.** There is no uncured event of default under this Agreement.
- B. **Representations and Warranties.** All of Seller's representations and warranties set forth in this Agreement being true and correct as of Closing.
- C. **Title.** Title to the Property shall have been found acceptable, or there is Agreement to make it acceptable, on or before the Closing Date in accordance with this Agreement's requirements and terms.
- D. **Performance of Obligations.** Seller having performed all of its obligations as and when required under this Agreement.
- E. **Approval of Plans.** Seller having the Municipal Planning Commission approval of the site plan which shall be evidenced by CITY approval of the site Plans in accordance with the Developer's Agreements.
- F. **Inspection.** Buyer shall have determined no later than June 1, that it is satisfied with its Inspection of the Property.

- G. **Governmental Approvals.** Buyer shall have obtained all final Seller, City and any other required governmental approvals which are necessary to purchase the Property and develop the Project.
- H. **Due Diligence Documents.** Buyer having been satisfied with its review of all Due Diligence Documents (as defined herein) and the information contained therein. “Due Diligence Documents” means copies of all of Seller’s documents relating to the Property, including without limitation, any surveys, plats, contracts, tax statements, utilities, and engineering, soil, physical condition, environmental inspection, geotechnical and other reports and documents. Seller shall provide Buyer with copies of all Due Diligence Documents in its possession within a reasonable time after execution of this Agreement.
- I. **Road and Utilities.** Buyer shall have determined that the Property is, or will be, adequately serviced by all necessary utilities and road systems in order to support the Project, and that the Property will have satisfactory, full, and complete legal and physical access from a public road.
- J. **Zoning.** Buyer shall have obtained assurances from the City that the Property is properly zoned for the Project.
- K. **Developer’s Agreement.** Seller and Buyer will execute the form of the Developer’s Agreement found mutually acceptable to the parties.
6. **Date and Place of Closing.** The date of closing shall be within 60 days after satisfaction or waiver of all of the conditions specified in Section 5 of this Agreement, unless an earlier date is agreed to by and between the parties, but in no event later than July 10, 2023, (the “Closing Date”). Closing shall take place at the office of Tri County Abstract First American Title (the “Title Company”), or, at such other location which shall be agreed to by the parties hereto. Seller shall deliver possession of the Property to Buyer on the Closing Date.

Subject to performance by Buyer, Seller agrees to execute and deliver a Quit Claim Deed (the “Deed”) conveying marketable title to the Property subject only to the following exceptions (the “Permitted Encumbrances”):

- A. Building and zoning laws, ordinances, state and federal regulations.
- B. Restrictions relating to use or improvements of the Property and agreed to by Buyer.
- C. Reservation of any minerals or mineral rights to the State of Minnesota.
- D. Platted utility, road, street and drainage easements provided that they do not interfere with Buyer's intended use of the Property.
- E. Encumbrances, liens and easements arising prior to Seller's control of the Property, if any, and not objected to by Buyer; provided, however, that Buyer shall not be required to accept title that is not marketable.
- F. The right of Seller to require Buyer to re-convey the subject property to Seller under the following conditions:

In the event, prior to the completion of the construction of the improvements required to be constructed pursuant to the Developer's Agreement, the Buyer shall fail to commence construction or comply with any of its covenants under said Developer's Agreement, together with the requirements of this Purchase Agreement and fail to cure any such non-compliance, then the Seller shall have the right to repurchase title to and possession of the Property for the same price that the Buyer paid to acquire the Property from Seller and the Buyer shall be obligated to sell the Property to the Seller for such price free and clear of all defects, encumbrances and other title matters other than those existing at the time of Seller's conveyance of the Property to Buyer. Seller's right to repurchase the Property under this Section shall be superior to any liens or encumbrances allowed to be placed on the Property by Buyer. Seller's right to repurchase the Property shall terminate upon completion of all construction and the issuance of all building permits for the Project.

7. **Closing Costs and Prorations.** Seller shall pay all costs to issue the Commitment (as hereinafter defined), and Buyer shall pay all premiums required for the issuance of any title insurance or mortgagee's title insurance policy. Buyer and Seller agree that each will be responsible for payment of one half of the total closing costs and the parties will each be responsible for the payment of their own attorney's fees.

8. **Examination of Title.** Within a reasonable time prior to Closing, Buyer will obtain a Commitment for Title Insurance issued by the Title Company, including complete and legible copies of all documents of record encumbering or affecting the Property, and

including proper searches covering bankruptcies and state and federal judgments, federal court judgment liens in favor of the U.S., liens, and levied and pending special assessments, deleting standard exceptions and including such endorsements and other matters as identified by Buyer, and in an amount acceptable to Buyer (the "Commitment"). The Commitment will commit the Title Company to insure that Buyer will have good and marketable title to the Property, free and clear of all encumbrances except the Permitted Encumbrances, and shall be updated prior to Closing. The Commitment shall be obtained from Tri County Abstract First American Title, at Seller's expense. Seller shall not be required to provide Buyer with an Abstract.

Buyer shall have 10 business days after receipt of the Commitment to review the state of title to the Property and to provide Seller with a copy of written objections to such title (the "Title Objections"). Buyer shall be deemed to have waived any Title Objections not made within the 10 day period. Any encumbrance shown on the Commitment and not objected to by Buyer shall be a Permitted Encumbrance under this Agreement.

If an update to the Commitment reveals any encumbrance that did not appear in the original Commitment, Buyer shall have the right to make Title Objections as to such additional encumbrances and the provisions of this Section shall apply to such additional Title Objections.

9. **Title Corrections and Remedies**. Upon receipt of Buyer's Title Objections, Seller shall, within 30 business days, notify Buyer of Seller's intention to make title marketable. Seller shall have 60 days from receipt of Buyer's Title Objections to make title marketable. Liens or encumbrances for liquidated amounts which can be released by payment or escrow shall not delay the Closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, the Closing shall be

completed in escrow on the date hereinabove set forth and all documents and performances shall be held in abeyance until title is corrected.

- A. If notice is given and Seller proceeds in good faith to make title marketable but the 60 day period expires without title being made marketable, Buyer may (i) waive any Title Objections and proceed to Closing, or (ii) declare this Agreement null and void by written notice to Seller, whereupon neither party shall be liable for damages hereunder to the other, and all escrowed closing documents shall be null and void and the parties shall agree to execute a release of this Purchase Agreement.
- B. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller's remedies shall be limited to the right to cancel this Purchase Agreement and declare all escrowed documents null and void.

10. **Maintenance of Property; Attachment of Liens.** Seller shall maintain the Property in the ordinary course of business until Closing and shall take no actions to encumber title to the Property between the date of this Agreement and the time the Deed is delivered to Buyer. Seller expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Property prior to Closing. Upon Closing, Seller shall pay all costs to discharge any liens, mortgages or encumbrances to the Property attributable to actions of Seller, its employees, officers, agents or consultants, including without limitation any architect, contractor and or engineer.

Buyer shall take no actions to encumber title to the Property between the date of this Agreement and the time the Deed is delivered to Buyer. Buyer expressly agrees that it will not start construction and it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Property prior to Closing. Notwithstanding termination of this Agreement prior to Closing, Buyer shall pay all costs to discharge any encumbrances to the

Property attributable to actions of Buyer, its employees, officers, agents or consultants, including without limitation any architect, contractor and or engineer.

11. **Real Estate Taxes and Special Assessments.** Real estate taxes due, utilities and other related expenses shall be prorated as of the date of closing with Seller and Buyer being responsible for their respective shares. Seller shall pay all special assessments on the property at, or prior to, closing. Buyer shall pay all real estate taxes and assessments due thereafter. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

12. **Inspections.** Before Closing, Buyer may enter the Property to conduct, at Buyer's expense, and shall have the option of obtaining, any inspections, testing, and investigations (collectively the "Inspections"), including without limitation a survey, soils tests, an Environmental Phase I Assessment prepared by a qualified environmental engineer acceptable to Buyer, certified to Buyer and containing findings that no environmental waste or hazardous materials are found on the Property and that the same is not subject to contamination by hazardous waste or ground water contamination, and any other studies or reports reasonably deemed necessary by Buyer. Seller shall allow Buyer, and Buyer's agents, physical access to the Property without charge and at all reasonable times for the purpose of Buyer's Inspections. Buyer shall pay all costs and expenses of such Inspections and shall hold Seller and the Property harmless from all costs and liabilities relating to Buyer's Inspections. Buyer shall further repair and restore any damage to the Property caused by or occurring during Buyer's Inspections and return the Property to substantially the same condition as existed prior to such entry. In the event Buyer's Inspections are positive for contamination by hazardous waste or groundwater, and the cost to cure is reasonably deemed by the Seller to be excessive,

the Seller may terminate this Agreement by written notice to Buyer. Upon such termination neither party shall have any further obligations or liability to the other hereunder.

13. **Seller's Warranties**. As an inducement to Buyer to enter into this Agreement, and as part of the consideration therefore, Seller represents and warrants to and covenants with Buyer and its successors and assigns as follows:

- A. To the best of Seller's knowledge and belief, at the time of execution by Seller of this Agreement, there are no environmental proceedings, applications, court pleadings, investigations by public or private agencies, or other matters pending which could prohibit, impede, delay or adversely affect the use of the Property for commercial development.
- B. No litigation or proceedings are pending or, to the best of Seller's knowledge, contemplated, threatened or anticipated, relating to the Property, or any portion thereof.
- C. There are no wells on the Property within the meaning of Minnesota Statutes, Section 1031.235 and there is no sewage generated at the Property to be managed, and there is no individual sewage treatment system located on or serving the Property.

All representations and warranties made herein shall be true and correct now and as of Closing and shall be deemed to be material and to have been relied upon by the parties.

14. **Closing Documents**. Subject to performance by Buyer and Seller of their respective obligations hereunder, Seller shall fully execute as necessary and deliver to Buyer at the Closing all of the following:

- A. A Quit Claim Deed conveying title to the property, in which the Seller warrants that the property has not been encumbered by Seller during its ownership thereof.
- B. An Affidavit of Seller, acceptable to the Title Company, indicating that on the date of the Closing there are no outstanding unsatisfied judgments, tax liens, or bankruptcies against or involving Seller and that, if appropriate, there are no maintenance agreements, or other agreements in force as to the Property and that Seller knows of no unrecorded interests in the



Property of any kind, together with whatever standard owner's affidavit may be required by Buyer.

- C. Certificate of Real Estate Value.
- D. The Developer's Agreement.
- E. Such other documents as may be reasonably necessary or required by Seller, Buyer or the Title Company to complete the Closing of the transaction.

15. **No Partnership or Joint Venture Created Hereby.** Nothing contained in this Agreement shall be interpreted as creating a partnership or joint venture between Buyer and Seller relative to the Property.

16. **No Merger; Entire Agreement.** The terms, covenants, and conditions to be performed or which may be performed subsequent to the Closing Date shall survive the Closing and thereafter continue in full effect and shall not merge with the Deed.

This Agreement contains the entire understanding of the parties hereto with respect to the purchase of the Property by Buyer and supersedes all prior agreements and understandings between the parties with respect to such purchase.

17. **Notices.** Except as otherwise provided herein, all communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, postage prepaid, and addressed as set forth below. The current addresses of the parties are as follows:

**SELLER:** City of Milaca  
Attn: Tammy Pfaff  
255 First St. E.  
Milaca, MN 56353  
(320) 983-3141

With copy to: Damien F. Toven  
Damien F. Toven & Associates, LLC  
413 S. Rum River Dr., Suite 6

Princeton, MN 55371  
(763) 389-2214

**BUYER:** Sam Johnson, Principal  
Whitehorse 33, LLC  
8729 150<sup>th</sup> Ave.  
Foreston, MN 56330 \_\_\_\_\_

With copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties hereto and the assigns, executors, heirs, and successors of the parties.

19. **Amendment, Modification, or Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties hereto under and pursuant to this Agreement.

20. **Severable Provisions.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

21. **Minnesota Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

22. **Agency Representation.** There are no real estate agents involved in this transaction and neither party has an obligation to pay any commissions.



**SIGNATURE PAGE TO  
PURCHASE AGREEMENT FOR VACANT  
PROPERTY LOCATED IN  
MILACA, MINNESOTA**

**IN WITNESS WHEREOF**, Buyer has caused this Agreement to be executed effective the day and year first above written.

**BUYER: WHITEHORSE 33, LLC**

BY: \_\_\_\_\_  
Sam Johnson, Its Principal

BY: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

STATE OF MINNESOTA )  
  ) SS:  
COUNTY OF                        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said county, personally appeared Sam Johnson and \_\_\_\_\_ to me personally known, who being duly sworn, did say that they are the Principal and \_\_\_\_\_ of Whitehorse 33, LLC, the Corporation named in the foregoing instrument and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors and said Sam Johnson and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Limited Liability Company.

\_\_\_\_\_  
Notary Public

DRAFTED BY:

Damien F. Toven  
Damien F. Toven & Associates, LLC  
413 S. Rum River Dr., Suite 6  
Princeton, MN 55371  
(763) 389-2214

**EXHIBIT A**

Parcel ID No. 21-000-3015 comprised of approximately 1.88 acres and legally described as:

TO BE ADDED

**From:** Seth Monroe <[SethM@HAA-inc.com](mailto:SethM@HAA-inc.com)>

**Sent:** Thursday, May 11, 2023 12:59 PM

**To:** Carlson, Phil <[Phil.Carlson@stantec.com](mailto:Phil.Carlson@stantec.com)>; Tammy Pfaff <[tpfaff@milacacity.com](mailto:tpfaff@milacacity.com)>; Warren Delles <[Warren.Delles@millelacs.mn.gov](mailto:Warren.Delles@millelacs.mn.gov)>

**Cc:** Brian Person <[Brian@HAA-inc.com](mailto:Brian@HAA-inc.com)>; Shawn Williams <[shawn@ajwcontracting.com](mailto:shawn@ajwcontracting.com)>

**Subject:** BOULDER RIDGE FOURTH ADDITION - Milaca, MN

Phil,

I discovered today that the depth dimension on Lots 2/3 in Boulder Ridge Fourth Addition (unrecorded copy attached) were incorrect in that it showed a depth of 68.00 feet, where 70.00 feet is what the depth should be to match the existing twinhomes in Boulder Ridge First Addition.

I spoke with Tammy earlier and she asked me to send this over to you for your thoughts. Because the plat was recorded yesterday, we are hoping to file a plat correction (draft copy attached) to reflect the correct dimensions for Lots 2/3 as shown on the attached corrected plat.

If you are fine with this, and the Mille Lacs County Surveyor is fine with this (I have copied him on this email), this plat correction will be brought to City Council for approval.

Please let me know any questions you may have.

Thanks!



**Seth Monroe**

**Associate Vice President**

(Princeton Office)

P.O. Box 1044

Princeton, MN 55371

Phone: (763) 389-4476

Direct: (763) 852-0487

(Anoka Office)

3601 Thurston Avenue

Anoka, MN 55303

**Caution:** This email originated from outside of Stantec. Please take extra precaution.

**Attention:** Ce courriel provient de l'extérieur de Stantec. Veuillez prendre des précautions supplémentaires.

**Atención:** Este correo electrónico proviene de fuera de Stantec. Por favor, tome precauciones adicionales.

# BOULDER RIDGE FOURTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That CKW Developers LLC, a Minnesota Limited Liability Company, and Stonehaven Estates Association, a Minnesota Non-Profit Corporation, owners of the following described property situated in the County of Mille Lacs, State of Minnesota, to wit:

Outlot B, BOULDER RIDGE FIRST ADDITION, Mille Lacs County, Minnesota.

AND

That part of Lot 1, Block 2, BOULDER RIDGE FIRST ADDITION, Common Interest Community No. 25, Mille Lacs County, Minnesota, described as follows:

Beginning at the most Southwest corner of said Lot 1; thence North 55 degrees 54 minutes 07 seconds East, assumed bearing along a Southeasterly line of said Lot 1, a distance of 165.27 feet to the intersection with the Southeasterly extension of the Northeasterly line of said Outlot B; thence North 36 degrees 30 minutes 25 seconds West, along said Southeasterly line of said Outlot B, a distance of 109.18 feet; thence South 82 degrees 52 minutes 48 seconds West, a distance of 118.98 feet to the intersection with the most Westerly line of said Lot 1; thence South 07 degrees 07 minutes 12 seconds East, along said most Westerly line of Lot 1, a distance of 81.04 feet to a corner of said Lot 1; thence South 20 degrees 28 minutes 50 seconds East, along a Southeasterly line of said Lot 1, a distance of 76.37 feet to a corner of said Lot 1; thence South 34 degrees 26 minutes 47 seconds East, a distance of 16.61 feet to the point of Beginning.

Have caused the same to be surveyed and platted as BOULDER RIDGE FOURTH ADDITION.

In witness whereof said CKW Developers LLC, a Minnesota Limited Liability Company has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CKW DEVELOPERS LLC

Shawn K. Williams, President

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Shawn K. Williams, President of CKW Developers LLC, a Minnesota Limited Liability Company, on behalf of the Company.

Notary Public, Minnesota

My commission expires \_\_\_\_\_

In witness whereof said Stonehaven Estates Association, a Minnesota Non-Profit Corporation has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

STONEHAVEN ESTATES ASSOCIATION

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ of Stonehaven Estates Association, a Minnesota Non-Profit Corporation, on behalf of the Corporation.

Notary Public, Minnesota

My commission expires \_\_\_\_\_

I hereby certify that I have surveyed and platted the land, or directly supervised the surveying and plating of the land described on this plat as BOULDER RIDGE FOURTH ADDITION; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within 1 year; as of the date of this certification, all wet lands and water boundaries and all public ways are shown and labeled as defined in Minnesota Statutes, Section 505.01, Subd. 3.

Brian Person, Licensed Land Surveyor  
Minnesota License No. 49138

STATE OF MINNESOTA  
COUNTY OF ANOKA

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Brian Person, a Licensed Land Surveyor, Minnesota License No. 49138.

Notary Public, Minnesota  
My commission expires \_\_\_\_\_

Approved by the Planning Commission of the City of Milleca, Minnesota  
this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Chairperson

Secretary

This plat of BOULDER RIDGE FOURTH ADDITION was approved and accepted by the City Council of the City of Milleca, Minnesota at a regular meeting held this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, and is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subdivision 2.

Mayor

City Manager

I hereby certify that proper evidence of title has been presented to and examined by me, and I hereby approve this plat as to form and execution this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

City Attorney

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

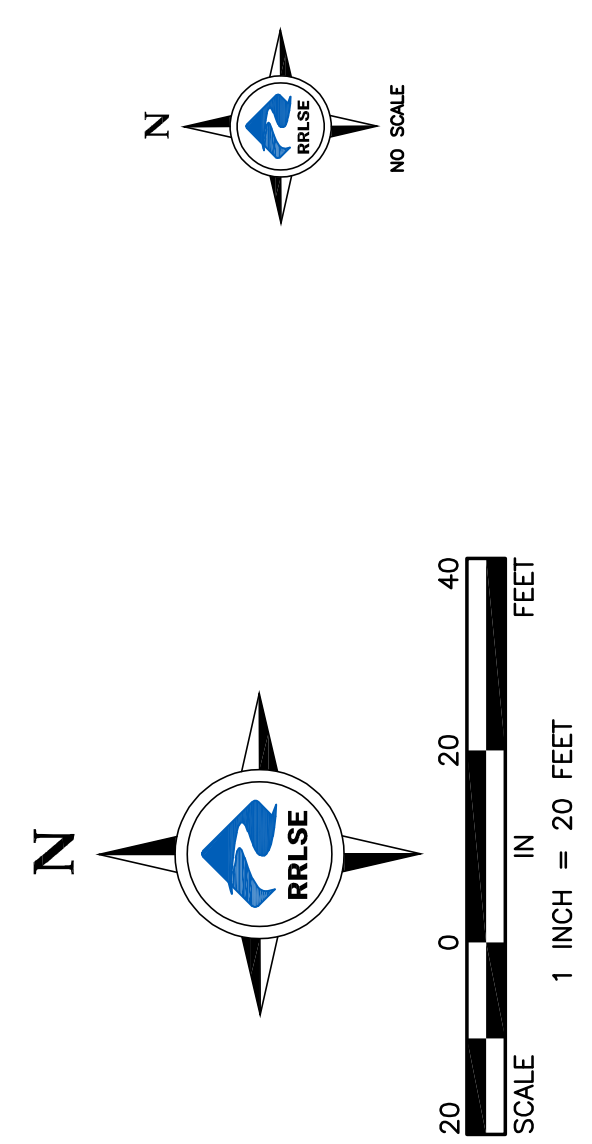
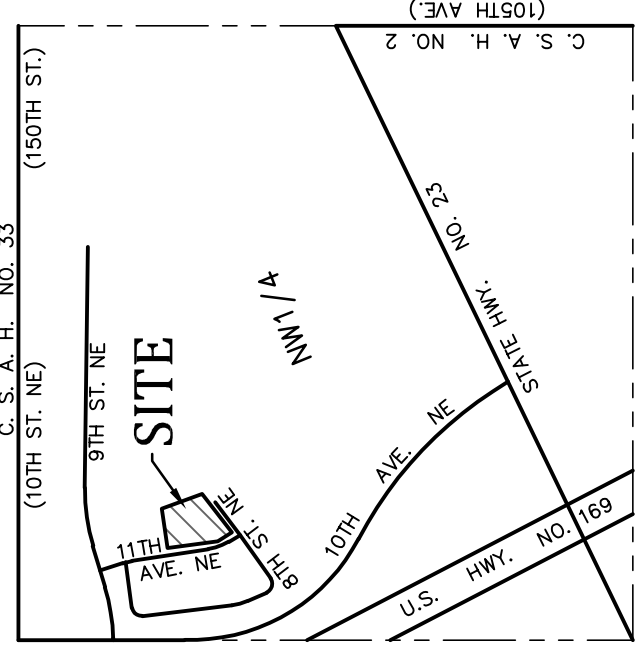
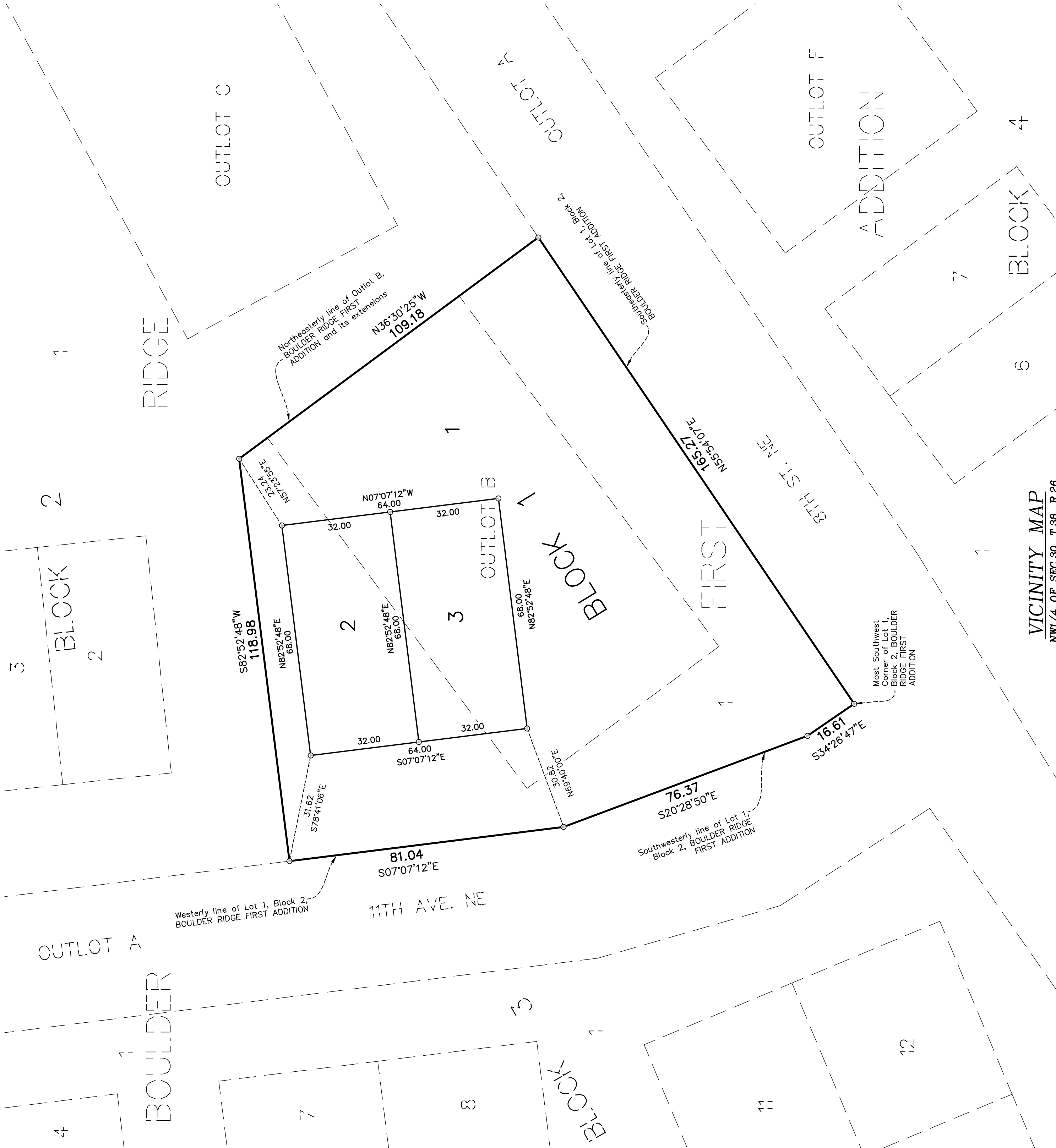
Mille Lacs County Surveyor

Taxes payable in the year \_\_\_\_\_ on the land described herein have been paid, there are no delinquent taxes, and transfer was entered this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Mille Lacs County Auditor/Treasurer

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, at \_\_\_\_ o'clock \_\_\_\_ .m. and was duly recorded as Document Number \_\_\_\_\_.

Mille Lacs County Recorder



## CERTIFICATE OF CORRECTION

CERTIFICATE OF CORRECTION TO THE PLAT OF BOULDER RIDGE FOURTH ADDITION, City of Milaca, Mille Lacs County, Minnesota.

I, the undersigned Brian Person, a Licensed Land Surveyor, Minnesota License Number 49138, do hereby certify that I am the surveyor who prepared the plat of BOULDER RIDGE FOURTH ADDITION, City of Milaca, Mille Lacs County, Minnesota, which was recorded May 10, 2023 as abstract Document No. \_\_\_\_\_, in the office of the County Recorder.

I do hereby also certify that said plat is corrected as follows:

The distance along the North line of Lot 2, Block 1 shows 68.00 feet, this should state 70.00 feet.

The distance along the South line of Lot 2, Block 1, and the North line of Lot 3, Block 1 shows 68.00 feet, this should state 70.00 feet.

The distance along the South line of Lot 3, Block 1 shows 68.00 feet, this should state 70.00 feet.

The distance from the Northeast corner of Lot 2, Block 1 to the Northeast corner of Lot 1, Block 1 shows North 57 degrees 23 minutes 55 seconds East 23.24 feet, this should state North 55 degrees 06 minutes 01 seconds East 21.46 feet.

---

Brian Person, Land Surveyor, Minnesota License No. 49138

Dated: May 11, 2023

Page 1 of 2



The above Certificate of Correction to the plat of BOULDER RIDGE FOURTH ADDITION was approved by the City Council of the City of Milaca, Minnesota at a regular meeting held

this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clerk

This Certificate of Correction has been checked and approved

this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Mille Lacs County Surveyor

This instrument was drafted by:  
Rum River Land Surveyors & Engineers  
PO Box 1044  
Princeton, MN 55371

# BOULDER RIDGE FOURTH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That CKW Developers LLC, a Minnesota Limited Liability Company, and Stonehaven Estates Association, a Minnesota Non-Profit Corporation, owners of the following described property situated in the County of Mille Lacs, State of Minnesota, to wit:

Outlot B, BOULDER RIDGE FIRST ADDITION, Mille Lacs County, Minnesota.

AND

That part of Lot 1, Block 2, BOULDER RIDGE FIRST ADDITION, Common Interest Community No. 25, Mille Lacs County, Minnesota, described as follows:

Beginning at the most Southwest corner of said Lot 1; thence North 55 degrees 54 minutes 07 seconds East, assumed bearing along a Southeastery line of said Lot 1, a distance of 165.27 feet to the intersection with the Southeastery extension of the Northeastery line of said Outlot B; thence North 36 degrees 30 minutes 25 seconds West, along said Southeastery line of said Outlot B, a distance of 109.18 feet; thence South 82 degrees 52 minutes 48 seconds West, a distance of 118.98 feet to the intersection with the most Westerly line of said Lot 1; thence South 07 degrees 07 minutes 12 seconds East, along said most Westerly line of Lot 1, a distance of 81.04 feet to a corner of said Lot 1; thence South 20 degrees 28 minutes 50 seconds East, along a Southeastery line of said Lot 1, a distance of 76.37 feet to a corner of said Lot 1; thence South 34 degrees 26 minutes 47 seconds East, a distance of 16.61 feet to the point of beginning.

Have caused the same to be surveyed and platted as BOULDER RIDGE FOURTH ADDITION.

In witness whereof said CKW Developers LLC, a Minnesota Limited Liability Company has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CKW DEVELOPERS LLC

Shawn K. Williams, President

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Shawn K. Williams, President of CKW Developers LLC, a Minnesota Limited Liability Company, on behalf of the Company.

Notary Public, Minnesota

My commission expires \_\_\_\_\_

In witness whereof said Stonehaven Estates Association, a Minnesota Non-Profit Corporation has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

STONEHAVEN ESTATES ASSOCIATION

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ of Stonehaven Estates Association, a Minnesota Non-Profit Corporation, on behalf of the Corporation.

Notary Public, Minnesota

My commission expires \_\_\_\_\_

I hereby certify that I have surveyed and platted the land, or directly supervised the surveying and plating of the land described on this plat as BOULDER RIDGE FOURTH ADDITION; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within 1 year; as of the date of this certification, all wet lands and water boundaries and all public ways are shown and labeled as defined in Minnesota Statutes, Section 505.01, Subd. 3.

Brian Person, Licensed Land Surveyor  
Minnesota License No. 49138

STATE OF MINNESOTA  
COUNTY OF ANOKA

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Brian Person, a Licensed Land Surveyor, Minnesota License No. 49138.

Notary Public, Minnesota  
My commission expires \_\_\_\_\_

Approved by the Planning Commission of the City of Milleca, Minnesota  
this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Chairperson

Secretary

This plat of BOULDER RIDGE FOURTH ADDITION was approved and accepted by the City Council of the City of Milleca, Minnesota at a regular meeting held this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ and is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subdivision 2.

Mayor

City Manager

I hereby certify that proper evidence of title has been presented to and examined by me, and I hereby approve this plat as to form and execution this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

City Attorney

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

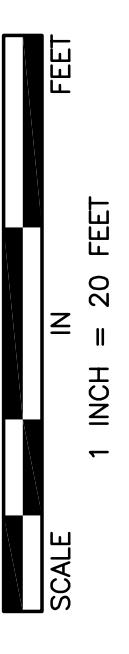
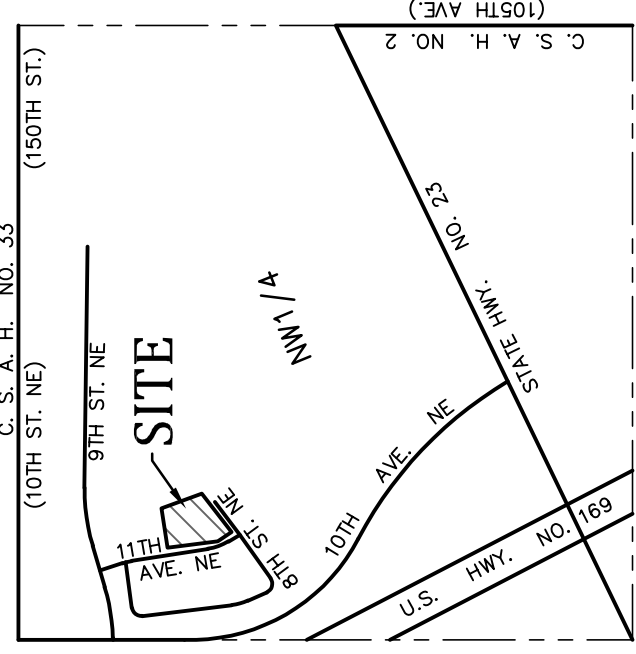
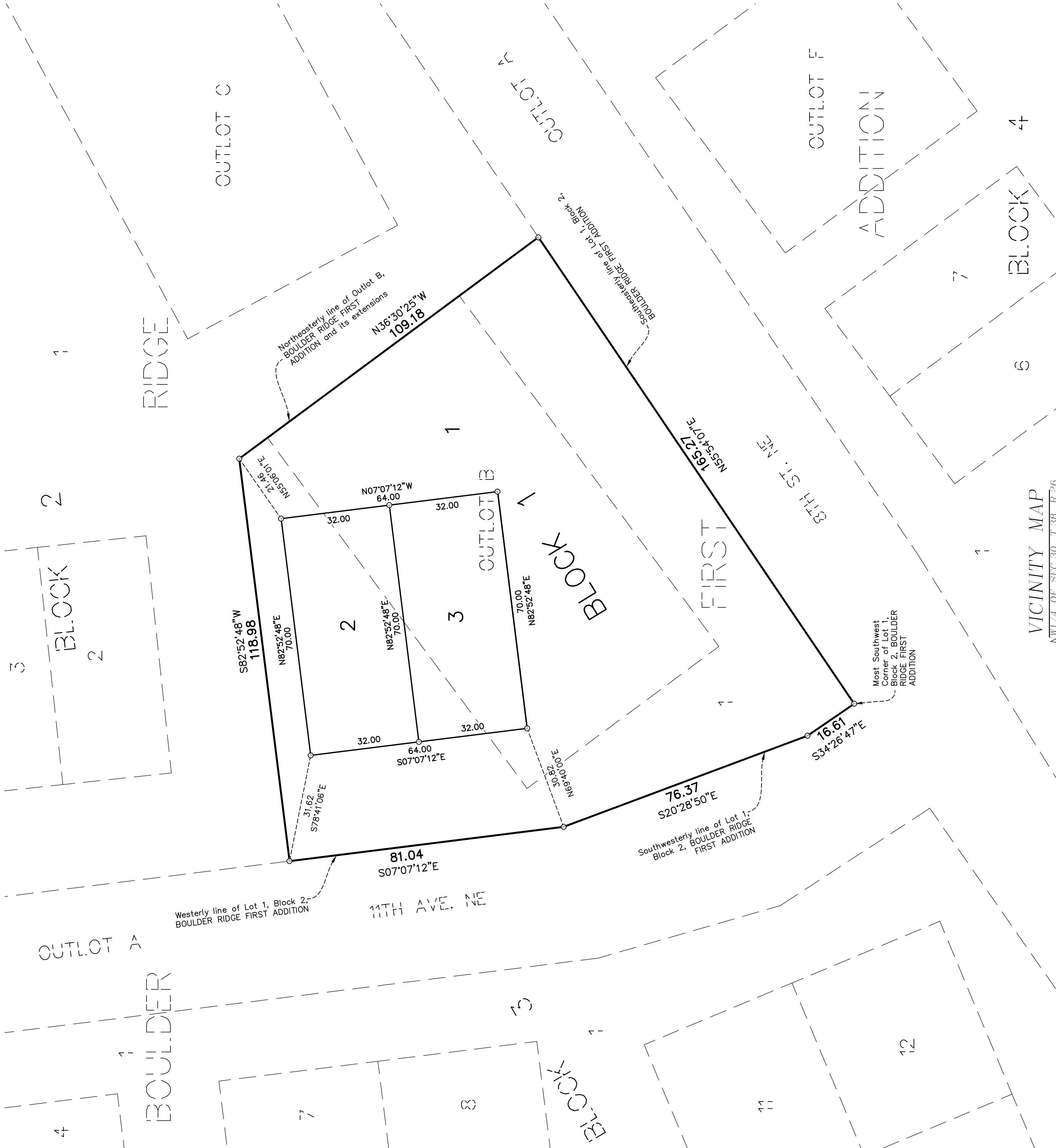
Mille Lacs County Surveyor

Taxes payable in the year \_\_\_\_\_ on the land described herein have been paid, there are no delinquent taxes, and transfer was entered this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Mille Lacs County Auditor/Treasurer

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ at \_\_\_\_ o'clock \_\_\_\_ .M. and was duly recorded as Document Number \_\_\_\_\_.

Mille Lacs County Recorder



Denotes a 1/2 inch by 14 inch iron monument with a plastic cap marked R.L.S. No. 49138 set

For the purposes of this plat, the Southeastery line of Lot 1, Block 2, BOULDER RIDGE FIRST ADDITION is assumed to bear North 55°54'07" East.

114





# CITY OF MILACA Minnesota

255 First Street East, Milaca, MN 56353

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

www.cityofmilaca.org

## CITY OF MILACA SPECIAL EVENT PERMIT APPLICATION

PERMIT FEE: \$50

Application must be received at least 60 days prior to event

Date Received at City Hall \_\_\_\_\_

PAID  
01/26/23  
check #  
1254  
Name

- A Special Event Permit is needed for events that require street closures, public path or trail closures, where event fees are charged, public resources including traffic control, police, and/or public works assistance are needed, outdoor sales are part of the event, and/or expected outdoor crowd size is over 150 persons.
- Other permits may be required for your event, including a Street Closing Permit, Banners/Signs Permit, Parade Permit, Park Grounds Permit, Temporary Liquor License, and Fireworks Permit. Park Structure Reservations are separate from this permit.
- Food trucks must be licensed by the City of Milaca per Ordinance No. 115.
- Priority is given to City of Milaca events. Returning events have priority for a date/venue over other applicants.
- Additional information not specifically addressed on the application may be needed.
- Special Event is not confirmed until the Milaca City Council or City Manager approves the permit application.
- A City of Milaca park or trail cannot be reserved for the exclusive use of one group. Access to the parks by the general public must be available at all times. Areas may be roped off or otherwise secured if the City of Milaca grants this as a specified condition, but we cannot guarantee that the public will not enter the event area.

NAME OF SPECIAL EVENT: Grad Party - Community Grad Party 5

TYPE OF SPECIAL EVENT: Parade \_\_\_\_\_ Runs/Walks \_\_\_\_\_ Concert or Movie \_\_\_\_\_ Other: \_\_\_\_\_

Applicant's or Organization's Name: John Huonder

Name of Contact Person: John Huonder

Daytime Phone: [REDACTED]

Address: 10384 105<sup>th</sup> ST.

Evening Phone: " " "

Milaca, MN. 56353

Fax Number: \_\_\_\_\_

Email Address: feedman4u@gmail.com

Start Date & Time 10:00 AM 6/3 End Date & Time 9:00 p.m. 6/3

Estimated Number of Participants Attending the Event 300

Number of Sanitary Facilities 3 Sanitary Locations ACROSS from BandShell

Where will individuals Park Street

Will Security Be Needed? Explain Arrangements: NO

If using a public address system, give the location of speakers \_\_\_\_\_

Will electricity be required, and if so, how will it be provided Plug ins in shelter

How will refuse be disposed of TRASH CANS - TAKING WITH AFTER EVENT

Will the Special Event require the use of a park/shelter  Yes  No (A park/shelter reservation must be made separately)

Will alcohol be served  Yes  No (Police presence may be required; rate is \$100/hr)





# CITY OF MILACA Minnesota

255 First Street East, Milaca, MN 56353

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

www.cityofmilaca.org

## BANNERS & SIGNS PERMIT

*Submit with Special Event Permit Application*

**Banner description(s) and location, including size, method of construction and wording:**

BANNER(S): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date Banner to be put up \_\_\_\_\_ Date Banner to be taken down \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_ Cell Phone \_\_\_\_\_

**Sign description(s) and location, including size, method of construction and wording:**

SIGN(S): *SMALL SIGN WITH AN ARROW*  
*AT CORNER OF MAIN AVE ~~AND~~ REC PARK*  
*STREET*

Date Sign to be put up *JUNE 3* Date Sign to be taken down *JUNE 3*

Contact Person *DW HUNTER* Telephone \_\_\_\_\_ Cell Phone \_\_\_\_\_

**Please attach a separate sheet if necessary.**

### BANNER & SIGN RULES

Special events temporary signs for non-profit organizations are permitted which are temporary displays which are erected to celebrate, commemorate or observe a civil or religious holiday. These signs shall be removed from the premises within ten days following completion of the special event. The special event signs shall not exceed four feet by eight feet in size.

Special events temporary signs shall not be erected more than 90 days before the date of the special event; an extension of this time limit may be obtained only by variance.

Public portable signs may be erected by the city and/or a non-profit corporation to advertise community-interest events and which public portable signs shall be placed upon public property. All public portable signs shall not be erected more than seven days before the date of the special event and shall be promptly removed following the event.

The Building Inspector may order the removal of any sign in violation of city ordinance.

# Come and Celebrate

**the 2023 graduating class and their accomplishments!**

**June 3rd at Rec Park**

435 2nd St NW, Milaca MN 55371

**The  
DC Express  
Band**



**3-6 PM: 3x3 Basketball Tournament**

**“BRAGGING RIGHTS” Tournament**

*Sign up begins at 2 PM the day of the tournament or email your squad ahead of time to: [trentontaylor1019@gmail.com](mailto:trentontaylor1019@gmail.com)*

**DJ CJ in the Bandshell**

**6-9 PM: The DC Express Band in the Bandshell**

**This is a community graduation event celebrating the 2023 graduating class and their accomplishments.**

*This event is NOT sponsored by Milaca Public Schools.*

**\*\*\*FOR CITY STAFF USE ONLY\*\*  
SPECIAL EVENT PERMIT ROUTING**

**SIGN IF APPROVED**

**COMMENTS**

**City Administration**



\_\_\_\_\_  
(date)

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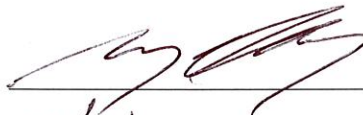
**Milaca Police Dept.**



5-5-2023  
(date)

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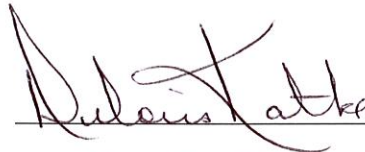
**Public Works**



5/3/23  
(date)

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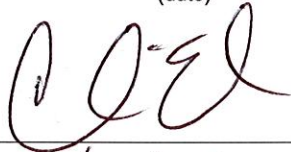
**Building/Zoning Admin.**



05.08.23  
(date)

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**Fire Chief**



5/8/23  
(date)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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COMMENTS TO CITY HALL AS SOON AS POSSIBLE.**



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## CITY OF MILACA SPECIAL EVENT PERMIT APPLICATION

PERMIT FEE: \$50

Application must be received at least 60 days prior to event

Date Received at City Hall \_\_\_\_\_

- A Special Event Permit is needed for events that require street closures, public path or trail closures, where event fees are charged, public resources including traffic control, police, and/or public works assistance are needed, outdoor sales are part of the event, and/or expected outdoor crowd size is over 150 persons.
- Other permits may be required for your event, including a Street Closing Permit, Banners/Signs Permit, Parade Permit, Park Grounds Permit, Temporary Liquor License, and Fireworks Permit. Park Structure Reservations are separate from this permit.
- Food trucks must be licensed by the City of Milaca per Ordinance No. 115.
- Priority is given to City of Milaca events. Returning events have priority for a date/venue over other applicants.
- Additional information not specifically addressed on the application may be needed.
- Special Event is not confirmed until the Milaca City Council or City Manager approves the permit application.
- A City of Milaca park or trail cannot be reserved for the exclusive use of one group. Access to the parks by the general public must be available at all times. Areas may be roped off or otherwise secured if the City of Milaca grants this as a specified condition, but we cannot guarantee that the public will not enter the event area.

NAME OF SPECIAL EVENT: Milaca Kiddie Parade

TYPE OF SPECIAL EVENT: Parade  Runs/Walks \_\_\_\_\_ Concert or Movie \_\_\_\_\_ Other: \_\_\_\_\_

Applicant's or Organization's Name: Milaca Public School Early Childhood Department

Name of Contact Person: Meghan Hermanson

Daytime Phone: 320-280-3209 320-982-7154

Address: Milaca Public School

Evening Phone: \_\_\_\_\_

500 HWY 23 W Milaca, MN 56353

Fax Number: \_\_\_\_\_

Email Address: meghan.hermanson@milaca.k-12.mn.us

Start Date & Time June 13, 5:00

End Date & Time June 13 7:00

Estimated Number of Participants Attending the Event 85

Number of Sanitary Facilities 0 Sanitary Locations \_\_\_\_\_

Where will Individuals Park Tral's Parking Lot

Will Security Be Needed? Explain Arrangements: NO

If using a public address system, give the location of speakers \_\_\_\_\_

Will electricity be required, and if so, how will it be provided NO

How will refuse be disposed of \_\_\_\_\_

Will the Special Event require the use of a park/shelter  Yes  No (A park/shelter reservation must be made separately)

Will alcohol be served  Yes  No (Police presence may be required; rate is \$100/hr)





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## PARADE PERMIT

### Submit with Special Event Permit Application

Parade Title Milaca Kiddie Parade

Date of Parade June 13, 2023 Assembly Time ~~6:00~~ Gather at 4:30

Assembly Area Start in Teal's parking lot

(Note: Applicant must obtain owner(s) written permission and attach to this application if assembly/dispersal is on private property).

Parade Start Time 5:00 Estimated Duration 20 minutes

Actual Starting Location Teal's parking lot

**Proposed Parade Route**  
(Attach a separate sheet if necessary)

Families gather in Teal's parking lot. Marching band marches up from the school. At 5:00 families will follow band down 3rd Ave SW, take a left onto 2nd St NW and continue to recreation park.

Parade End Location Recreation Park Parade Dispersal Area \_\_\_\_\_

Approximate Number of Units in Parade 2

Approximate Number of Persons in Parade 85

Approximate Number of Animals in Parade 0

Type of Animals in Parade N/A

Maximum Length of Parade in miles (or fractions thereof) 0.4 miles

Contact Person Meghan Hermanson Telephone 320-982-7154 Cell Phone [REDACTED]

If your parade involves the closing of any county road (CSAH 33/10<sup>th</sup> Street NE, CSAH 36/Central Avenue, CSAH 37/1<sup>st</sup> Street E, CSAH 2/2<sup>nd</sup> Street SE, CSAH 32/2<sup>nd</sup> Street SW & 3<sup>rd</sup> Avenue SW) in the city limits, please submit your request to Mille Lacs County Public Works using the procedure found at <https://www.millelacs.mn.gov/2782/Street-Closing-Permit>.

To close MN Trunk Highway 23, submit your application to MN DOT using the procedure found at <https://www.dot.state.mn.us/utility/forms.html>.



CITY OF  
**MILACA** *Minnesota*

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**RECREATION PARK**

CALL CITY HALL PRIOR TO SUBMITTING PERMIT TO CONFIRM AVAILABILITY OF DATE(S)  
RESERVATIONS CAN ALSO BE MADE ONLINE AT <https://www.cityofmilaca.org/reserve>

Date of Event: June 13, 2023

Day of Event:  Sunday  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday

Time of Event: From 5:00 am/pm To 7:00 am/pm

Name: Meghan Hermanson

Address: Milaca Public School 500 HWY 500 W Milaca, MN 56353

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Daytime Telephone (                      ) E-Mail: meghan.hermanson@milaca.k12.mn.us

Event: Milaca Kiddie Parade Approx. # of People: 85

If over 100 people, a Special Event Form may need to be completed.

DESCRIPTION	X	FEE	TOTAL DUE
Lion's Shelter (Electricity) Seating Capacity - 80	X	\$50.00	
Sawmill Shelter (No Electricity) Seating Capacity - 24		\$50.00	
Rum River Shelter (Electricity) Seating Capacity - 32		\$50.00	
Bandshell (Electricity)		\$50.00	
Rec Park Event* (Includes Band Shell, Lions Shelter, Sawmill Shelter and Rum River Shelter) <i>*May need a \$500 deposit depending on type of event</i>		\$300.00	Milaca Kiddie Parade
		TOTAL DUE	

All three ballfields – the East field, the Roger Mathison field, and the Small field can be reserved by calling City Hall at (320) 983-3141 or emailing [mmickelson@milacacity.com](mailto:mmickelson@milacacity.com)

Fees are nonrefundable. Shelter(s) will not be considered reserved until fee is received at City Hall and permit is completed by office staff. A copy of this completed permit will be mailed back to you as your confirmation.

Method of Payment:    Credit/Debit Card                      Confirmation # \_\_\_\_\_  
                                    Check    Check # \_\_\_\_\_  
                                    Cash

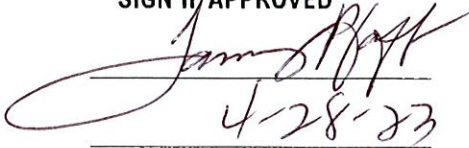

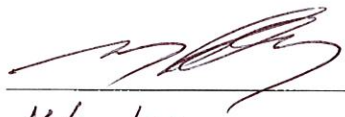
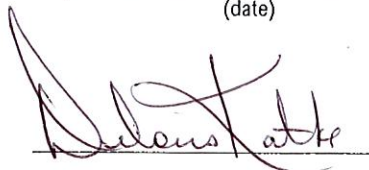
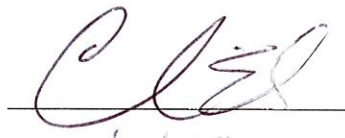
If paying by Credit Card on-line, please indicate Confirmation Number you receive upon transaction completion. This indicates payment accepted by your credit card company.

IF INTOXICATING OR 3.2 MALT LIQUOR AND/OR WINE IS TO BE CONSUMED IN THE PARK AREA, PLEASE CHECK ALL THAT APPLY:

[ ] 3.2 MALT LIQUOR                      [ ] INTOXICATING BEER                      [ ] WINE

BY SIGNING THIS PARK PERMIT I AGREE THAT MINORS WILL NOT BE CONSUMING ANY ALCOHOLIC BEVERAGES.

\*\*\*FOR CITY STAFF USE ONLY\*\*  
SPECIAL EVENT PERMIT ROUTING

	SIGN IF APPROVED	COMMENTS
City Administration	 4-28-23 (date)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Milaca Police Dept.	 3-8-2023 (date)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Public Works	 4/27/23 (date)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Building/Zoning Admin.	 04.28.23 (date)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Fire Chief	 5/2/23 (date)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

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## PARADE PERMIT

**Submit with Special Event Permit Application**

Parade Title Rhythm on the Run Storybook Theme

Date of Parade June 15, 2023 Assembly Time 4:00pm

Assembly Area \_\_\_\_\_

**(Note: Applicant must obtain owner(s) written permission and attach to this application if assembly/dispersal is on private property).**

Parade Start Time 5:30 pm Estimated Duration 9:00 pm

Actual Starting Location \_\_\_\_\_

**Proposed Parade Route**  
**(Attach a separate sheet if necessary)**

Start at Hwy 36 and go ~~down~~ down 2nd Ave  
Ending at High School for tear down.  
Map of route attached.

Parade End Location Milaca High School Parade Dispersal Area Milaca High School

Approximate Number of Units in Parade 100

Approximate Number of Persons in Parade 3500 2900 Band members

Approximate Number of Animals in Parade 10

Type of Animals in Parade Horses, Llamas,

Maximum Length of Parade in miles (or fractions thereof) 1 mile

Contact Person Shannon milender Telephone [REDACTED] Cell Phone [REDACTED]

If your parade involves the closing of any county road (CSAH 33/10<sup>th</sup> Street NE, CSAH 36/Central Avenue, CSAH 37/1<sup>st</sup> Street E, CSAH 2/2<sup>nd</sup> Street SE, CSAH 32/2<sup>nd</sup> Street SW & 3<sup>rd</sup> Avenue SW) in the city limits, please submit your request to Mille Lacs County Public Works using the procedure found at <https://www.millelacs.mn.gov/2782/Street-Closing-Permit>.

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Date Received at City Hall \_\_\_\_\_

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- Other permits may be required for your event, including a Street Closing Permit, Banners/Signs Permit, Parade Permit, Park Grounds Permit, Temporary Liquor License, and Fireworks Permit. Park Structure Reservations are separate from this permit.
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NAME OF SPECIAL EVENT: Rhythm on the Run Parade

TYPE OF SPECIAL EVENT: Parade  Runs/Walks \_\_\_\_\_ Concert or Movie \_\_\_\_\_ Other: \_\_\_\_\_

Applicant's or Organization's Name: Milaca Area Chamber of Commerce

Name of Contact Person: Shannon Milender

Daytime Phone: \_\_\_\_\_

Address: PO Box 155

Evening Phone: \_\_\_\_\_

Milaca MN 56353

Fax Number: \_\_\_\_\_

Email Address: info@milacachamber.com

Start Date & Time June 15, 23 4:00pm End Date & Time June 15, 23 10:00pm

Estimated Number of Participants Attending the Event 5,000

Number of Sanitary Facilities 14 Sanitary Locations throughout parade route

Where will Individuals Park Streets, parks, businesses

Will Security Be Needed? Explain Arrangements: \_\_\_\_\_

If using a public address system, give the location of speakers Judging trailer will be Alfred Olson Park on East Side. Plug into Fransen for Electric

Will electricity be required, and if so, how will it be provided Plug into Fransen for Electric

How will refuse be disposed of \_\_\_\_\_

Will the Special Event require the use of a park/shelter  Yes  No (A park/shelter reservation must be made separately)

Will alcohol be served  Yes  No (Police presence may be required; rate is \$100/hr)

**YOU MUST COMPLETE THIS SECTION FOR EACH CLOSING THROUGHOUT THE ENTIRE EVENT  
STREET CLOSINGS**

1.

Location Hwy 36 Between Hwy 36 & 10th St NE  
(Street to be Closed) (Cross Street) (Cross Street)

Date June 15, 23 Time 4:00 pm - 9:00 pm  
(Beginning) (End)

Contact Person Shannon Milender Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Special Requests \_\_\_\_\_

2.

Location 9th St. N Between Hwy 36 & 9th St. N  
(Street to be Closed) (Cross Street) (Cross Street)

Date June 15, 23 Time 4:00 pm - 9:00 pm  
(Beginning) (End)

Contact Person Shannon Milender Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Special Requests \_\_\_\_\_

3.

Location Parade Rte - 2nd Ave Between All Cross Streets  
(Street to be Closed) (Cross Street) (Cross Street)

Date June 15, 23 Time 4:00 pm - 9:00 pm  
(Beginning) (End)

Contact Person Shannon Milender Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Special Requests \_\_\_\_\_

4.

Location \_\_\_\_\_ Between \_\_\_\_\_ & \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)

Date \_\_\_\_\_ Time \_\_\_\_\_ - \_\_\_\_\_  
(Beginning) (End)

Contact Person \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Special Requests \_\_\_\_\_

5.

Location \_\_\_\_\_ Between \_\_\_\_\_ & \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)

Date \_\_\_\_\_ Time \_\_\_\_\_ - \_\_\_\_\_  
(Beginning) (End)

Contact Person \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Special Requests \_\_\_\_\_

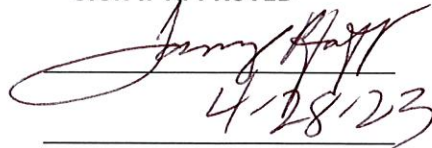
For additional street closings, attach a separate sheet of paper listing each closing individually.

**\*\*\*FOR CITY STAFF USE ONLY\*\*  
SPECIAL EVENT PERMIT ROUTING**

**SIGN IF APPROVED**


**COMMENTS**

**City Administration**

  
4-28-23  
\_\_\_\_\_  
(date)


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**Milaca Police Dept.**

  
5-6-2023  
\_\_\_\_\_  
(date)

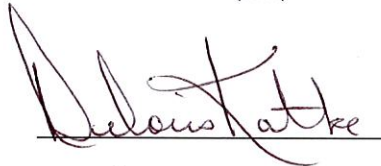
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**Public Works**

  
4/27/23  
\_\_\_\_\_  
(date)


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**Building/Zoning Admin.**

  
04.28.23  
\_\_\_\_\_  
(date)

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**Fire Chief**

  
5/2/23  
\_\_\_\_\_  
(date)

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NAME OF SPECIAL EVENT: \_\_\_\_\_

TYPE OF SPECIAL EVENT: Parade \_\_\_\_\_ Runs/Walks \_\_\_\_\_ Concert or Movie \_\_\_\_\_ Other: \_\_\_\_\_

Applicant's or Organization's Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Start Date & Time \_\_\_\_\_ End Date & Time \_\_\_\_\_

Estimated Number of Participants Attending the Event \_\_\_\_\_

Number of Sanitary Facilities \_\_\_\_\_ Sanitary Locations \_\_\_\_\_

Where will Individuals Park \_\_\_\_\_

Will Security Be Needed? Explain Arrangements: \_\_\_\_\_

If using a public address system, give the location of speakers \_\_\_\_\_

Will electricity be required, and if so, how will it be provided \_\_\_\_\_

How will refuse be disposed of \_\_\_\_\_

Will the Special Event require the use of a park/shelter  Yes  No (A park/shelter reservation must be made separately)

Will alcohol be served  Yes  No (Police presence may be required; rate is \$100/hr)

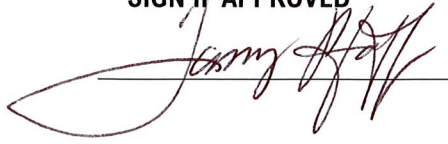


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SPECIAL EVENT PERMIT ROUTING**

**SIGN IF APPROVED**

**COMMENTS**

**City Administration**



\_\_\_\_\_  
(date)

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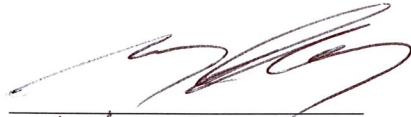
**Milaca Police Dept.**



4/28/23  
(date)

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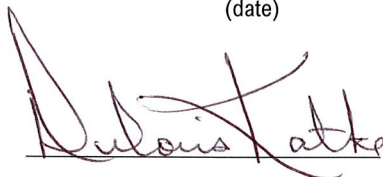
**Public Works**



4/27/23  
(date)

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**Building/Zoning Admin.**



04.28.23  
(date)

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**Fire Chief**



4/28/23  
(date)

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**RETURN SHEET WITH YOUR SIGNATURE AND  
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## **2023 Movies in the Park Variance Request**

1. Curfew extended to 11:45 p.m. for juveniles.
2. Rec Park close is extended to midnight.
3. Movie in bandshell continue until 11:30 p.m.