

MILACA CITY COUNCIL AGENDA  
DECEMBER 19, 2013

6:30

Call meeting to order  
Roll Call

Consent Agenda

Minutes of November 21, 2013 regular meeting  
Bills for payment  
Resolution No. 13 – 37 Assessing unpaid water and sewer bill  
Resolution No. 13 – 38 Police Officer PERA Resolution  
Approve administrative services contract amendment with Ogilvie  
City Treasurer's report

Citizens Forum

2014 Budget and levy discussion

Public Hearing

Special Assessment for Fieldstone Greene  
TIF District 4-10 modification

Requests and Communications

Ordinances and Resolutions

Ordinance No. 404 – Water and sewer rates (2<sup>nd</sup> reading)  
Ordinance No. 405 – Parking regulations  
Ordinance No. 406 – Amending Section 31 of the city code- FD organization  
Resolution No. 13 – 39 Approving Assessment  
Resolution No. 13 – 40 Approving 2014 budget and levy  
Resolution No. 13 – 41 Approving 2014 licenses  
Resolution No. 13 – 42 Approving modification of TIF District 4-10

Reports of Boards and Commissions

Planning commission  
Economic Development commission  
Airport commission  
Parks commission  
MCAT

Unfinished Business

New Business

Fire Department organizational policies  
Contract for fire hall addition  
Airport layout plan contract

Council Comments

Adjourn

This agenda and attachments are available on the city's website, [www.cityofmilaca.org](http://www.cityofmilaca.org)

MILACA CITY COUNCIL MINUTES  
NOVEMBER 21, 2013 MEETING

The regular meeting of the Milaca City Council was called to order at 6:30 p.m. by Mayor Harold Pedersen. Upon roll call the following Council members were present: Bekius, Johnson, Muller, and Dillan.

Staff present: Lerud, Gann-Olehy, Halberg

Others present: Brigid Halberg, Helen Piper, Jere Day, Tom Sauer, and Lesley Toth

Motion by Bekius, second by Muller to approve the consent agenda:

1. Minutes of the October 17, 2013 regular meeting
2. General bills, 813228E-813234E, #39835-39837, #39906-39917, #39921-39992, totaling \$163,529.41; Liquor bills, 913038E-913041E, #22713-22727, #22761-22781, totaling \$182,993.69.
3. RESOLUTION NO. 13 – 33 RESOLUTION ASSESSING UNPAID WATER/SEWER BILLS (entire text appears in Resolution book)
4. RESOLUTION NO. 13 – 34 RESOLUTION ASSESSING AN UNPAID WATER SERVICE CHARGE (entire text appears in Resolution book)
5. RESOLUTION NO. 13 – 35 A RESOLUTION ASSESSING AN UNPAID WATER SERVICE CHARGE (entire text appears in Resolution book)
6. RESOLUTION NO. 13 – 36 RESOLUTION AND CERTIFICATE OF INCUMBENCY FOR LEASE NUMBER 178082000, FOR TORO GROUNDMASTER MOWER (entire text appears in Resolution book)
7. Approve agreement with Stonehaven Association.
8. Approve city treasurer's report.

Upon voting, motion passed four to zero, with Mayor Pedersen abstaining.

Mayor Pedersen opened citizen's forum and invited anyone to speak to an item not on the agenda.

Tom Sauer said that with winter approaching he suggested that the city consider reminding residents to shovel the snow off their sidewalks. He said in the past the city gave a notice of the need to do it. There was a discussion about past practices. Lerud said they would put a note in the upcoming newsletter, and if space permits, a notice on the museum sign. Mayor Pedersen suggested a notice in the paper as well.

Helen Piper, director of Timber Trails Transportation, said she will be giving the city council a quarterly report on their activities and she presented a year-to-date report. She said they used their 2013 expansion dollars to start a new run to the Princeton Wal-Mart that will originate in Ogilvie, and then go to Isle, Onamia, Milaca, and Princeton. She said they will be using the 2014 expansion money to fund an AM and PM DAC route for Milaca and Princeton clients.

Piper said this was the third consecutive year of double digit increases in rides, and 33 drivers have provided more than 40,000 rides this year. She said they are implementing some new technological changes that will allow the customers and dispatchers better interface, as well as a better ability to generate data and analyze operations.

Mayor Pedersen asked if the Sunday church rides were going to be restarted. Piper said there was no plan right now because of several issues – low ridership, additional dispatch staffing, and all the churches start at about the same time.

Toven arrived at 6:47.

Council member Bekius asked if the Wal-Mart route was generated by customer requests, or was it something that Timber Trails initiated. Piper said it was customer driven.

Mayor Pedersen thanked her for briefing the council.

Motion by Johnson, second by Dillan to hold the first reading of Ordinance No. 404

ORDINANCE NO. 404  
AN ORDINANCE AMENDING WATER AND SEWER RATES

Lerud said the rates are based on the discussion held at the last meeting.

Upon voting, all voted in favor.

Council member Bekius said there was no planning commission held.

Lerud said the minutes of the last two economic development commission meetings were in the agenda packet.

Council member Muller said he and Burklund met with the MN DOT as well as the engineers at Bolton & Menk, who will be working on the layout plan, and the goal is to minimize the airport layout plan to stay within the budget, but at the same time creating a plan that is realistic and reasonable.

Mayor Pedersen said the parks commission met and said that there are quite a few boards on the new bridge that are raised. Lerud said he has visited with the bridge contractor about possible solutions. Pedersen asked when the skating rink was going to be open. He said the students have two full weeks off for Christmas break. Lerud said he and Moyer discussed that just today and they plan to start flooding next week, and add less water each time, and hopefully that will permit an earlier opening this year.

Mayor Pedersen said the commission also recommended the city put up railings on the old railroad bridge. Lerud said that bridge is a grant-in-aid state trail and the snowmobile club is responsible for maintaining the trail. Mayor Pedersen said the commission recommended that the city council consider a park bond referendum in 2014 for park improvements.

Council member Dillan said the MCAT met a couple of weeks ago, and discussed Snow Dayz and they are looking for people with ideas and energy to work on some of the projects and activities.

Motion by Muller, second by Johnson to approve the Management Agreement between the City of Milaca and the Milaca Area Historical Society, unanimous consent.

Mayor Pedersen asked if anyone wanted to speak to the issue of the theater parking lot and how the city can better maintain it. Brigid Halberg suggested that the closing hours be changed to the hours between 6:00 a.m. and 8:00 a.m. She said she thought that would be a little more convenient than an earlier closing time, and still not affect the businesses. After a brief discussion, it was the recommendation of the council to prepare an ordinance to close the lot between those hours, and also provide notice to the residents of the area and not just the property owners. Lerud said he would have an ordinance for the December meeting.

Lerud said he received notice from the fire hall contractor that they withdrew their bid. He said a preconstruction meeting was scheduled for today. After a discussion about how to proceed, the council directed Lerud and the city attorney to investigate any further bidding requirements, or the ability to negotiate a price, and once that information is obtained, to hold a special meeting.

Mayor Pedersen called for Council comments.

Council member Johnson said that the band shell roof looks very nice.

Council member Muller said the DOT will agree to participate at an 80% level for the acquisition of land, or wetland credits if the credits are needed to create additional hanger space.

Council member Dillan said the Rum River Community Foundation is sponsoring a holiday music program beginning at 4:00 on December 8 at Trinity Lutheran to benefit the endowment fund.

Mayor Pedersen said the "Save the Band Shell" music program at the Phoenix was successful. He also said that the Community Foundation approved 11 hours of architect pro bono work on the band shell. If work was going to exceed that amount, the city council would have to approve the contract.

Council member Bekius said if the parks commission is thinking about a bond referendum, he recommended that they get started putting a list and estimated cost together for the basic requirements and then add the wish list, and then the council could consider it.

With no other business a motion to adjourn was made by Johnson, second by Bekius, all voted in favor and the meeting adjourned at 7:27 p.m.

ATTEST

\_\_\_\_\_  
Mayor Harold Pedersen

\_\_\_\_\_  
Greg Lerud, City Manager

**\*Check Detail Register©**

NOVEMBER 2013

		Check Amt	Invoice	Comment
<b>10100 General Bank</b>				
Paid Chk#	813251E	11/19/2013	<b>CENTERPOINT ENERGY</b>	
E 208-49010-381	Utilities	\$32.07	5813915	NATURAL GAS-SR CENTER
E 101-45600-381	Utilities	\$30.05	5817670	NATURAL GAS-HISTORICAL SOCIETY
E 101-43000-381	Utilities	\$50.07	5826633	NATURAL GAS-PW
E 101-41940-381	Utilities	\$25.28	5831068	NATURAL GAS-CITY HALL
E 101-42280-381	Utilities	\$13.72	6122593	NATURAL GAS-FIRE
E 602-49400-381	Utilities	\$323.46	6672186	NATURAL GAS-WATER TRMT
E 101-45500-381	Utilities	\$99.34	7142283	NATURAL GAS-LIBRARY
<b>Total CENTERPOINT ENERGY</b>		<b>\$573.99</b>		
Paid Chk#	813252E	11/7/2013	<b>EAST CENTRAL ENERGY</b>	
E 603-49450-381	Utilities	\$38.00	201875902	ELECTRIC
E 603-49450-381	Utilities	\$69.32	203981301	ELECTRIC
E 101-43000-380	Street Lights	\$3,078.63	204619700	ELECTRIC
E 101-45200-381	Utilities	\$41.13	205400900	ELECTRIC
E 602-49400-381	Utilities	\$1,056.14	206041500	ELECTRIC
E 101-45500-381	Utilities	\$656.92	206085200	ELECTRIC
E 602-49400-381	Utilities	\$300.53	206734200	ELECTRIC
E 101-45200-381	Utilities	\$32.93	5379600	ELECTRIC
E 101-49810-381	Utilities	\$98.88	5448100	ELECTRIC
E 101-42110-437	Other Miscellaneous	\$63.71	6302100	ELECTRIC
E 603-49450-381	Utilities	\$81.95	6678100	ELECTRIC
E 101-42280-381	Utilities	\$153.67	6751501	ELECTRIC
E 101-42280-381	Utilities	\$365.18	7546001	ELECTRIC
E 101-41940-381	Utilities	\$689.13	8145502	ELECTRIC
E 101-49810-381	Utilities	\$66.07	830700	ELECTRIC
E 101-49810-381	Utilities	\$71.79	831000	ELECTRIC
E 101-43000-380	Street Lights	\$228.41	831300	ELECTRIC
E 101-43000-381	Utilities	\$577.47	831500	ELECTRIC
E 603-49450-381	Utilities	\$548.80	832000	ELECTRIC
E 602-49400-381	Utilities	\$59.00	832100	ELECTRIC
E 101-45600-381	Utilities	\$125.66	832400	ELECTRIC
E 603-49450-381	Utilities	\$82.17	832500	ELECTRIC
E 603-49450-381	Utilities	\$107.86	832600	ELECTRIC
E 602-49400-381	Utilities	\$83.80	833100	ELECTRIC
E 602-49400-381	Utilities	\$63.47	833300	ELECTRIC
E 101-45200-381	Utilities	\$33.14	833400	ELECTRIC
E 101-45200-381	Utilities	\$112.84	833600	ELECTRIC
E 208-49010-381	Utilities	\$147.15	9084202	ELECTRIC
E 602-49400-381	Utilities	\$236.76	970110800	ELECTRIC
E 101-42110-437	Other Miscellaneous	\$33.74	97017300	ELECTRIC
<b>Total EAST CENTRAL ENERGY</b>		<b>\$9,304.25</b>		
Paid Chk#	813253E	11/15/2013	<b>MILACA LOCAL LINK</b>	
E 619-49900-321	Telephone	\$93.80	320-982-1099	PHONE SERVICE-DEP REG
E 101-45500-321	Telephone	\$44.20	320-982-1549	ALARM LINE - LIBRARY
E 101-42280-321	Telephone	\$88.24	320-982-3465	PHONE SERVICE-FIRE
<b>Total MILACA LOCAL LINK</b>		<b>\$226.24</b>		
Paid Chk#	813254E	11/18/2013	<b>UNION SECURITY INSURANCE CO.</b>	
G 101-21707	Disability	\$440.32	4022335-0-1	LTD-NOV 2013
<b>Total UNION SECURITY INSURANCE CO.</b>		<b>\$440.32</b>		
Paid Chk#	813255E	11/30/2013	<b>INCONTACT INC</b>	
E 101-42280-321	Telephone	\$8.17	4020342	LONG DISTANCE SERVICE-FIRE
E 101-41940-321	Telephone	\$37.85	4020370	LONG DISTANCE SERVICE-CITY HALL

**\*Check Detail Register©**

NOVEMBER 2013

	Check Amt	Invoice	Comment
E 101-43000-321 Telephone	\$8.63	4020375	LONG DISTANCE SERVICE-PW
E 101-42110-321 Telephone	\$31.43	4021370	LONG DISTANCE SERVICE-PD
E 619-49900-321 Telephone	\$7.67	4021396	LONG DISTANCE SERVICE-DEP REG
E 602-49400-321 Telephone	\$0.81	4021432	LONG DISTANCE SERVICE-WATER
E 101-45200-321 Telephone	\$11.14	4580547	LONG DISTANCE SERVICE-PARKS
<b>Total INCONTACT INC</b>	<b>\$105.70</b>		

Paid Chk# 813264E 11/18/2013 ENDICIA ACCOUNTING

E 101-41940-322 Postage	\$500.00		POSTAGE FOR METER
<b>Total ENDICIA ACCOUNTING</b>	<b>\$500.00</b>		

**10100 General Bank \$11,150.50**

**Fund Summary**

<b>10100 General Bank</b>	
101 GENERAL FUND	\$7,817.74
208 CHARITABLE GAMBLING FUND	\$179.22
602 WATER FUND	\$2,123.97
603 SEWER FUND	\$928.10
619 DEPUTY REGISTRAR FUND	\$101.47
	<b>\$11,150.50</b>

**\*Check Detail Register©**

DECEMBER 2013

			Check Amt	Invoice	Comment
<b>10100 General Bank</b>					
Paid Chk#	040003	12/19/2013	<b>ALEX AIR APPARATUS, INC.</b>		
E 101-42280-221	Equipment Parts/Repairs		\$30.90	24712	FILL STATION HOSE-FIRE
	<b>Total ALEX AIR APPARATUS, INC.</b>		\$30.90		
Paid Chk#	040004	12/19/2013	<b>ALEXANDRIA TECH COLLEGE</b>		
E 101-42280-208	Training and Travel		\$175.00	82047	FIRE OFFICER SCHOOL-ZIEGLER
	<b>Total ALEXANDRIA TECH COLLEGE</b>		\$175.00		
Paid Chk#	040005	12/19/2013	<b>ALL SECURE TECHNOLOGIES</b>		
E 602-49400-310	Other Professional Services		\$2,875.00	8305	INSTALL/REPAIR FIRE SYSTEM-WTR TRMT FACILITY
E 602-49400-310	Other Professional Services		\$1,390.00	8306	INSTALL/REPAIR FIRE SYSTEM-WTR TRMT FACILITY
E 602-49400-310	Other Professional Services		\$2,660.00	8307	INSTALL/REPAIR CARD ACCESS SYSTEM-WTR TRMT
	<b>Total ALL SECURE TECHNOLOGIES</b>		\$6,925.00		
Paid Chk#	040006	12/19/2013	<b>AMERIPRIDE</b>		
E 101-45500-310	Other Professional Services		\$27.91	2200441696	RUGS-LIBRARY
E 101-41940-310	Other Professional Services		\$9.20	2200441699	RUGS-CITY
E 619-49900-310	Other Professional Services		\$19.55	2200441699	RUGS-DEP REG
E 101-45500-310	Other Professional Services		\$27.91	2200446781	RUGS-LIBRARY
E 101-41940-310	Other Professional Services		\$9.20	2200446782	RUGS-CITY
E 619-49900-310	Other Professional Services		\$19.55	2200446782	RUGS-DEP REG
E 101-45500-310	Other Professional Services		\$27.91	2200451744	RUGS-LIBRARY
E 101-41940-310	Other Professional Services		\$9.20	2200451746	RUGS-CITY
E 619-49900-310	Other Professional Services		\$19.55	2200451746	RUGS-DEP REG
	<b>Total AMERIPRIDE</b>		\$169.98		
Paid Chk#	040007	12/19/2013	<b>ASPEN MILLS</b>		
E 101-42280-434	Uniforms		\$359.94	143172	CUSTOM PATCHES-FIRE DEPT
	<b>Total ASPEN MILLS</b>		\$359.94		
Paid Chk#	040008	12/19/2013	<b>AUTO BODY TECHNICIANS</b>		
E 101-45200-221	Equipment Parts/Repairs		\$253.67	6218	MUFFLER-PARKS
	<b>Total AUTO BODY TECHNICIANS</b>		\$253.67		
Paid Chk#	040009	12/19/2013	<b>BILLINGS SERVICE</b>		
E 208-49020-406	Trail Maintenance		\$45.21		GAS-TRAILS
E 101-42280-212	Auto Expense (Fuel/Repair)		\$699.42		GAS-FIRE
E 101-42110-212	Auto Expense (Fuel/Repair)		\$60.00		GAS-POLICE
E 101-43000-212	Auto Expense (Fuel/Repair)		\$415.17		GAS-PW
	<b>Total BILLINGS SERVICE</b>		\$1,219.80		
Paid Chk#	040010	12/19/2013	<b>BOSER, MICHAEL</b>		
E 101-42110-212	Auto Expense (Fuel/Repair)		\$38.50		REIMB GAS FOR SQUAD-POLICE
	<b>Total BOSER, MICHAEL</b>		\$38.50		
Paid Chk#	040011	12/19/2013	<b>BURLAGE, LISA</b>		
E 101-42280-310	Other Professional Services		\$575.00	12213	AFG GRANT-OPERATIONS
	<b>Total BURLAGE, LISA</b>		\$575.00		
Paid Chk#	040012	12/19/2013	<b>CENTRAL FLEET SERVICE</b>		
E 101-42280-221	Equipment Parts/Repairs		\$252.93	20464	TRUCK REPAIR-FIRE DEPT
	<b>Total CENTRAL FLEET SERVICE</b>		\$252.93		
Paid Chk#	040013	12/19/2013	<b>CENTRAL HYDRAULICS</b>		
E 101-43000-217	Other Operating Supplies		\$58.53	55388	SUPPLIES-PW
	<b>Total CENTRAL HYDRAULICS</b>		\$58.53		

**\*Check Detail Register©**

DECEMBER 2013

			Check Amt	Invoice	Comment
<b>Paid Chk# 040014 12/19/2013 CORNER MART</b>					
E 101-42110-212	Auto Expense (Fuel/Repair)		\$1,007.80		GAS-POLICE
E 602-49400-212	Auto Expense (Fuel/Repair)		\$148.68		GAS-WATER
E 101-49810-212	Auto Expense (Fuel/Repair)		\$17.00		GAS-AIRPORT
E 603-49450-212	Auto Expense (Fuel/Repair)		\$20.05		GAS-SEWER
E 101-43000-212	Auto Expense (Fuel/Repair)		\$302.85		GAS-PW
E 101-45200-212	Auto Expense (Fuel/Repair)		\$109.66		GAS-PARKS
E 700-50000-212	Auto Expense (Fuel/Repair)		\$137.00		GAS-JP
<b>Total CORNER MART</b>			<b>\$1,743.04</b>		
<b>Paid Chk# 040015 12/19/2013 DAVES EXCAVATING</b>					
E 101-42280-310	Other Professional Services		\$687.50		FIRE CALL-HOE 5.5 HRS
<b>Total DAVES EXCAVATING</b>			<b>\$687.50</b>		
<b>Paid Chk# 040016 12/19/2013 DOVE FRETLAND &amp; VAN VALKENBURG</b>					
E 101-41610-304	Legal Fees	\$875.00	65644		CIVIL RETAINER-NOV
E 101-41610-304	Legal Fees	\$3,102.44	65645		CRIMINAL RETAINER-NOV
E 202-46400-444	Boulder Ridge	\$236.25	65661		BOULDER RIDGE ASSESSMENTS
<b>Total DOVE FRETLAND &amp; VAN VALKENBURG</b>			<b>\$4,213.69</b>		
<b>Paid Chk# 040017 12/19/2013 E.C.M. PUBLISHERS, INC.</b>					
E 203-46400-447	Ringham 1st Addn	\$87.40	49532		FIELDSTONE NOTICE AD
<b>Total E.C.M. PUBLISHERS, INC.</b>			<b>\$87.40</b>		
<b>Paid Chk# 040018 12/19/2013 FAIRVIEW HEALTH SERVICES</b>					
E 101-42110-305	Medical and Dental Fees	\$322.00	75001609		ISAACSON PHYSICAL
<b>Total FAIRVIEW HEALTH SERVICES</b>			<b>\$322.00</b>		
<b>Paid Chk# 040019 12/19/2013 FIRE EQUIPMENT SPECIALTIES INC</b>					
E 101-42280-221	Equipment Parts/Repairs	\$189.60	8131		MOUNTING BRACKET FOR QUICK ATTACK MONITOR
<b>Total FIRE EQUIPMENT SPECIALTIES INC</b>			<b>\$189.60</b>		
<b>Paid Chk# 040020 12/19/2013 FRONTIER</b>					
E 602-49400-321	Telephone	\$1.92	320-983-0121		PHONE SVC-WATER
E 101-49810-321	Telephone	\$50.26	320-983-2648		PHONE SVC-AIRPORT
E 101-45500-321	Telephone	\$16.20	320-983-3141		PHONE SVC-LIBRARY
E 101-41940-321	Telephone	\$202.05	320-983-3141		PHONE SVC-CITY HALL
E 101-41940-321	Telephone	\$46.37	320-983-3142		PHONE SVC-CITY HALL
E 619-49900-321	Telephone	\$97.22	320-983-3143		PHONE SVC-DEP REG
E 101-42280-321	Telephone	\$51.91	320-983-3465		PHONE SVC-FIRE
E 101-45200-321	Telephone	\$46.37	320-983-5729		PHONE SVC-PARKS
E 602-49400-321	Telephone	\$148.35	320-983-6134		PHONE SVC-WATER
E 101-42110-321	Telephone	\$102.66	320-983-6166		PHONE SVC-POLICE
E 101-43000-321	Telephone	\$106.50	320-983-6547		PHONE SVC-PW
<b>Total FRONTIER</b>			<b>\$869.81</b>		
<b>Paid Chk# 040021 12/19/2013 GANN-OLEHY, TRACY</b>					
E 101-41510-208	Training and Travel	\$224.00			REIMB-ONLINE TRNG COURSES
<b>Total GANN-OLEHY, TRACY</b>			<b>\$224.00</b>		
<b>Paid Chk# 040022 12/19/2013 GOPHER STATE ONE CALL</b>					
E 602-49400-310	Other Professional Services	\$74.25	83552		NOV LOCATES
<b>Total GOPHER STATE ONE CALL</b>			<b>\$74.25</b>		
<b>Paid Chk# 040023 12/19/2013 GRAINGER</b>					
E 602-49400-217	Other Operating Supplies	\$61.99	9299952110		SUPPLIES-WATER
<b>Total GRAINGER</b>			<b>\$61.99</b>		

**\*Check Detail Register©**

DECEMBER 2013

			Check Amt	Invoice	Comment
Paid Chk#	040024	12/19/2013	<b>GRANITE ELECTRONICS</b>		
E 101-42110-226	Radio Repair		\$167.17	454123	RADIO PARTS
	<b>Total GRANITE ELECTRONICS</b>		\$167.17		
Paid Chk#	040025	12/19/2013	<b>GRANITE LEDGE ELECTRICAL CONTR</b>		
E 602-49400-310	Other Professional Services		\$367.00	P13542	REPAIR FIRE SECURITY SYSTEM-WTR TRMT PLANT
E 101-42280-221	Equipment Parts/Repairs		\$127.00	P13573	REPAIR DROP CORD-FIRE
	<b>otal GRANITE LEDGE ELECTRICAL CONTR</b>		\$494.00		
Paid Chk#	040026	12/19/2013	<b>HACH COMPANY</b>		
E 602-49400-217	Other Operating Supplies		\$437.62	8564217	TESTING SUPPLIES
E 602-49400-217	Other Operating Supplies		\$103.46	8568584	TESTING SUPPLIES
	<b>Total HACH COMPANY</b>		\$541.08		
Paid Chk#	040027	12/19/2013	<b>HALBERG, JOSHUA</b>		
E 101-42110-208	Training and Travel		\$57.52		REIMB-ADV INTERVIEWING-11/5-7
E 101-42110-212	Auto Expense (Fuel/Repair)		\$30.00		REIMB-GAS FOR SQUAD-11/8
E 101-42110-208	Training and Travel		\$104.41		REIMB-FTO INSTRUCTOR TRNG-12/2-6
	<b>Total HALBERG, JOSHUA</b>		\$191.93		
Paid Chk#	040028	12/19/2013	<b>HARDY AUTO PARTS</b>		
E 101-43000-221	Equipment Parts/Repairs		\$149.16	3141	PARTS-PW
E 602-49400-217	Other Operating Supplies		\$33.77	3141	ANTIFREEZE-GENERATOR-SEWER
	<b>Total HARDY AUTO PARTS</b>		\$182.93		
Paid Chk#	040029	12/19/2013	<b>HY-TECH AUTOMOTIVE</b>		
E 101-42110-212	Auto Expense (Fuel/Repair)		\$62.03	16871	SQUAD 12 MAINTENANCE
	<b>Total HY-TECH AUTOMOTIVE</b>		\$62.03		
Paid Chk#	040030	12/19/2013	<b>INFRA TECH</b>		
E 603-49450-310	Other Professional Services		\$872.60	PR13948	MANHOLE REPAIR
	<b>Total INFRA TECH</b>		\$872.60		
Paid Chk#	040031	12/19/2013	<b>K.E.E.P.R.S.</b>		
E 101-42110-240	Small Tools and Minor Equip		\$242.16	229169	PT BADGES
E 101-42110-434	Uniforms		\$56.96	230004-01	UNIFORMS-ISAACSON
E 101-42110-434	Uniforms		\$230.00	230004-02	UNIFORMS-ISAACSON
E 101-42110-434	Uniforms		\$88.80	230004-03	UNIFORMS-ISAACSON
E 101-42110-434	Uniforms		\$10.29	230004-90	UNIFORMS-ISAACSON
E 101-42110-434	Uniforms		\$119.99	231501	BOOTS-HALBERG
	<b>Total K.E.E.P.R.S.</b>		\$748.20		
Paid Chk#	040032	12/19/2013	<b>KATKE, DELORIS</b>		
E 101-49910-208	Training and Travel		\$13.26		REIMB-OGILVIE MLG-9/9
	<b>Total KATKE, DELORIS</b>		\$13.26		
Paid Chk#	040033	12/19/2013	<b>KBEK 95.5 FM</b>		
E 211-49000-343	Other Advertising		\$150.00	3066	BANDSHELL ADS-HCP
	<b>Total KBEK 95.5 FM</b>		\$150.00		
Paid Chk#	040034	12/19/2013	<b>KOCHS HARDWARE HANK</b>		
E 101-45200-437	Other Miscellaneous		\$169.91		RINK SUPPLIES-PARKS
E 101-43000-215	Shop Supplies		\$200.08		SHOP SUPPLIES-PW
E 101-42110-437	Other Miscellaneous		\$96.32		SUPPLIES-POLICE
E 101-41940-217	Other Operating Supplies		\$36.33		SUPPLIES-AIRPORT
E 602-49400-322	Postage		\$10.97		POSTAGE-WATER
E 101-45200-215	Shop Supplies		\$102.22		SHOP SUPPLIES-PARKS
E 101-45200-221	Equipment Parts/Repairs		\$231.12		PARTS-PARKS

**\*Check Detail Register©**

DECEMBER 2013

			Check Amt	Invoice	Comment
E 101-42280-217	Other Operating Supplies		\$239.15		BATTERIES/SUPPLIES-FIRE
E 602-49400-217	Other Operating Supplies		\$32.10		SUPPLIES-WATER
<b>Total KOCHS HARDWARE HANK</b>			\$1,118.20		
<b>Paid Chk# 040035 12/19/2013 LEAGUE OF MN CITIES INSUR TRST</b>					
E 101-41940-361	Liability/Property		\$60.00	45413	ADDTL PROP INS - PARKS
<b>Total LEAGUE OF MN CITIES INSUR TRST</b>			\$60.00		
<b>Paid Chk# 040036 12/19/2013 LERUD, GREGORY</b>					
E 101-42280-217	Other Operating Supplies		\$50.52		SERVICE PIN DECALS-FIRE DEPT
E 101-41310-201	Accessories (paper, pens, etc)		\$14.98		EDC SUPPLIES-NOV-DEC
E 101-49910-208	Training and Travel		\$53.04		OGILVIE MLG-11/4-12/18
<b>Total LERUD, GREGORY</b>			\$118.54		
<b>Paid Chk# 040037 12/19/2013 M.E. PLUMBING &amp; HEATING</b>					
E 101-42280-310	Other Professional Services		\$324.00	35007	HVAC SERVICE-FIRE DEPT
<b>Total M.E. PLUMBING &amp; HEATING</b>			\$324.00		
<b>Paid Chk# 040038 12/19/2013 MEYERS MILACA PARTS CITY</b>					
E 101-45200-240	Small Tools and Minor Equip		\$63.03	2071	DRILL BIT SETS-PARKS
E 101-45200-221	Equipment Parts/Repairs		\$142.36	2071	PARTS-PARKS
<b>Total MEYERS MILACA PARTS CITY</b>			\$205.39		
<b>Paid Chk# 040039 12/19/2013 MILACA AUTO VALUE</b>					
E 101-43000-215	Shop Supplies		\$111.61		SHOP SUPPLIES-PW
<b>Total MILACA AUTO VALUE</b>			\$111.61		
<b>Paid Chk# 040040 12/19/2013 MILACA LAWN &amp; GARDEN</b>					
E 208-49020-406	Trail Maintenance		\$37.84	562271	TRIMMER REPAIR-TRAILS
<b>Total MILACA LAWN &amp; GARDEN</b>			\$37.84		
<b>Paid Chk# 040041 12/19/2013 MILACA UNCLAIMED FREIGHT</b>					
E 602-49400-217	Other Operating Supplies		\$7.47		SUPPLIES-WATER
<b>Total MILACA UNCLAIMED FREIGHT</b>			\$7.47		
<b>Paid Chk# 040042 12/19/2013 MILLER, PATTI</b>					
E 101-49910-208	Training and Travel		\$106.08		NOV 2013 OGILVIE MILEAGE
<b>Total MILLER, PATTI</b>			\$106.08		
<b>Paid Chk# 040043 12/19/2013 MN DEPT MANAGEMENT &amp; BUDGET</b>					
R 101-35105	Administrative Fines		\$20.00		ADMINISTRATIVE FINES-NOV 2013
<b>Total MN DEPT MANAGEMENT &amp; BUDGET</b>			\$20.00		
<b>Paid Chk# 040044 12/19/2013 MN DEPT OF HEALTH</b>					
G 602-20810	Water Test Fee Payable		\$1,590.00	1480002 MILA	4TH QTR TEST FEE
<b>Total MN DEPT OF HEALTH</b>			\$1,590.00		
<b>Paid Chk# 040045 12/19/2013 MN DEPT OF LABOR &amp; INDUSTRY</b>					
E 101-43000-433	Dues and Subscriptions		\$20.00	ABR0079964I	S BURKLUND BOILER LICENSE
<b>Total MN DEPT OF LABOR &amp; INDUSTRY</b>			\$20.00		
<b>Paid Chk# 040046 12/19/2013 MN STATE FIRE DEPT. ASSOC</b>					
E 101-42280-433	Dues and Subscriptions		\$72.00		MN FIREFIGHTER SUBSCRIPTION
<b>Total MN STATE FIRE DEPT. ASSOC</b>			\$72.00		
<b>Paid Chk# 040047 12/19/2013 MN VALLEY TESTING LABS</b>					
E 602-49400-310	Other Professional Services		\$88.00	682054	TESTING
<b>Total MN VALLEY TESTING LABS</b>			\$88.00		

**\*Check Detail Register©**

DECEMBER 2013

		Check Amt	Invoice	Comment
<b>Paid Chk# 040048 12/19/2013 MTI DISTRIBUTING</b>				
E 101-45200-221	Equipment Parts/Repairs	\$1,095.23	938264	TORO WHEELS-PARKS
E 101-45200-221	Equipment Parts/Repairs	(\$658.44)	938359	TORO WHEELS-PARKS
<b>Total MTI DISTRIBUTING</b>		<b>\$436.79</b>		
<b>Paid Chk# 040049 12/19/2013 PACE ANALYTICAL SERVICES</b>				
E 603-49450-310	Other Professional Services	\$406.12	131234869	TESTING
E 603-49450-310	Other Professional Services	\$84.71	131235241	TESTING
<b>Total PACE ANALYTICAL SERVICES</b>		<b>\$490.83</b>		
<b>Paid Chk# 040050 12/19/2013 PHOENIX HOTEL &amp; BANQUET CTR</b>				
E 211-49000-437	Other Miscellaneous	\$300.00		BALLROOM RENT-NIGHT OF MUSIC-HCP
<b>Total PHOENIX HOTEL &amp; BANQUET CTR</b>		<b>\$300.00</b>		
<b>Paid Chk# 040051 12/19/2013 QUAINANCE, TODD</b>				
E 101-42110-208	Training and Travel	\$432.18		REIMB-FTO TRNG-12/2-6
<b>Total QUAINANCE, TODD</b>		<b>\$432.18</b>		
<b>Paid Chk# 040052 12/19/2013 QUILL CORPORATION</b>				
E 101-41940-201	Accessories (paper, pens, etc)	\$97.51	6906095	BATTERIES/STORAGE BOXES/FLASH DRIVES-CITY
E 101-43000-215	Shop Supplies	\$29.24	6906095	FLASH DRIVES-PW
E 619-49900-201	Accessories (paper, pens, etc)	\$5.57	7049159	OFC SUPPLIES-DEP REG
E 602-49400-201	Accessories (paper, pens, etc)	\$314.50	7049159	PRINTER TONER-WATER
E 101-42110-201	Accessories (paper, pens, etc)	\$507.80	7301510	PRINTER TONER-POLICE
E 602-49400-201	Accessories (paper, pens, etc)	\$195.25	7451678	PRINTER TONER-WATER
E 603-49450-201	Accessories (paper, pens, etc)	\$195.25	7451678	PRINTER TONER-SEWER
E 101-41940-201	Accessories (paper, pens, etc)	\$6.72	7451678	OFC SUPPLIES-CITY
E 101-41510-201	Accessories (paper, pens, etc)	\$94.23	7591052	PRINTER TONER/W2s-TREASURER
E 101-41510-201	Accessories (paper, pens, etc)	\$18.26	7699710	1099s-TREASURER
<b>Total QUILL CORPORATION</b>		<b>\$1,464.33</b>		
<b>Paid Chk# 040053 12/19/2013 RACHEL CONTRACTING INC</b>				
E 500-45200-530	Improv Other Than Bldgs	\$23,537.20	PAY REQ #7	DAM REMOVAL PROJECT
<b>Total RACHEL CONTRACTING INC</b>		<b>\$23,537.20</b>		
<b>Paid Chk# 040054 12/19/2013 STANTEC</b>				
G 500-20200	Accounts Payable	\$283.70	748491	2012 STREET PROJECT
E 500-45200-303	Engineering Fees	\$75.00	748492	DAM REMOVAL PROJECT
E 500-45200-303	Engineering Fees	\$2,699.90	748493	DAM REMOVAL PROJECT
<b>Total STANTEC</b>		<b>\$3,058.60</b>		
<b>Paid Chk# 040055 12/19/2013 THE PRINT AND WEB SHOP LLC</b>				
E 211-49000-437	Other Miscellaneous	\$18.75	1258	NIGHT OF MUSIC FLYERS-HCP
<b>Total THE PRINT AND WEB SHOP LLC</b>		<b>\$18.75</b>		
<b>Paid Chk# 040056 12/19/2013 THOMAS SNO SPORTS</b>				
E 101-42280-221	Equipment Parts/Repairs	\$21.38	8276	REAR HITCH-FIRE DEPT
<b>Total THOMAS SNO SPORTS</b>		<b>\$21.38</b>		
<b>Paid Chk# 040057 12/19/2013 VANDER VEGT ELECTRIC</b>				
E 208-49010-310	Other Professional Services	\$1,045.00		MOVE ELECTRIC METER-SR CTR
<b>Total VANDER VEGT ELECTRIC</b>		<b>\$1,045.00</b>		
<b>Paid Chk# 040058 12/19/2013 VESSCO INC</b>				
E 602-49400-221	Equipment Parts/Repairs	\$630.00	58696	REPAIR CHLORINE PANEL-WATER TRMT PLANT
E 602-49400-221	Equipment Parts/Repairs	\$629.79	58733	REPAIR EQUIPMENT-WATER TRMT PLANT
<b>Total VESSCO INC</b>		<b>\$1,259.79</b>		

**\*Check Detail Register©**

DECEMBER 2013

Check Amt Invoice Comment

---

**10100 General Bank \$57,899.71****Fund Summary**

---

<b>10100 General Bank</b>	
101 GENERAL FUND	\$15,706.17
202 BOULDER RIDGE	\$236.25
203 RINGHAM 1ST-FIELDSTONE	\$87.40
208 CHARITABLE GAMBLING FUND	\$1,128.05
211 INITIATIVE FOUNDATION	\$468.75
500 CAPITAL PROJECT FUND	\$26,595.80
602 WATER FUND	\$11,800.12
603 SEWER FUND	\$1,578.73
619 DEPUTY REGISTRAR FUND	\$161.44
700 BRAHAM-MILACA JOINT POWERS	\$137.00
	<hr/>
	\$57,899.71

**\*Check Detail Register©**

NOVEMBER 2013

		Check Amt	Invoice	Comment
<b>10100 General Bank</b>				
Paid Chk# 039918 11/7/2013 GERADS, JESSE				
E 101-42280-240	Small Tools and Minor Equip	\$561.05		REIMB-TV FOR FD EXERCISE ROOM
<b>Total GERADS, JESSE</b>		\$561.05		
Paid Chk# 039919 11/7/2013 JIMS MILLE LACS DISPOSAL				
E 101-43000-310	Other Professional Services	\$300.00	1832413	STREET SWEEPING-OCT
E 101-43000-384	Refuse/Garbage Disposal	\$95.64	211948	GARBAGE-CITY
E 101-42280-384	Refuse/Garbage Disposal	\$25.00	211948	GARBAGE-FIRE
E 101-43000-312	Compost	\$300.00	211948	COMPOST-OCT
E 101-45200-384	Refuse/Garbage Disposal	\$53.80	211948	GARBAGE-PARKS
<b>Total JIMS MILLE LACS DISPOSAL</b>		\$774.44		
Paid Chk# 039920 11/7/2013 MILACA BLDG CENTER				
E 208-49020-406	Trail Maintenance	\$634.04	3141	SUPPLIES-TRAILS
E 602-49400-217	Other Operating Supplies	\$481.46	3141	SUPPLIES-WATER
E 603-49450-217	Other Operating Supplies	\$5.04	3141	SUPPLIES-SEWER
E 101-43000-215	Shop Supplies	\$30.15	3141	SHOP SUPPLIES-PW
E 101-45200-215	Shop Supplies	\$72.94	3141	SHOP SUPPLIES-PARKS
<b>Total MILACA BLDG CENTER</b>		\$1,223.63		
Paid Chk# 039993 11/22/2013 BLUE CROSS BLUE SHIELD OF MINN				
G 101-21706	Medical Insur.	\$11,138.00	7S034-M0 4	MEDICAL INSUR-DEC 2013
<b>Total BLUE CROSS BLUE SHIELD OF MINN</b>		\$11,138.00		
Paid Chk# 039994 11/22/2013 L.E.L.S.				
G 101-21710	Union Dues	\$163.05	LOCAL #238	POLICE UNION DUES-DEC 2013
<b>Total L.E.L.S.</b>		\$163.05		
Paid Chk# 039995 11/22/2013 MILLE LACS CO. AUDITOR				
E 101-45200-437	Other Miscellaneous	\$1.65		STATE DEED TAX-PARKS-BOULDER RIDGE OUTLOT M
<b>Total MILLE LACS CO. AUDITOR</b>		\$1.65		
Paid Chk# 039996 11/22/2013 MILLE LACS CO. RECORDER				
E 101-45200-437	Other Miscellaneous	\$46.00		RECORD DEED-OUTLOT M BOULDER RIDGE
E 101-45200-437	Other Miscellaneous	\$46.00		RECORD MTG RELEASE-OUTLOT M BOULDER RIDGE
E 101-45200-437	Other Miscellaneous	\$46.00		RECORD MTG RELEASE-OUTLOT M BOULDER RIDGE
<b>Total MILLE LACS CO. RECORDER</b>		\$138.00		
Paid Chk# 039997 11/22/2013 MN BENEFITS				
G 101-21709	Life Insur.	\$282.31		LIFE/DENTAL-DEC 2013
G 101-21712	Dental	\$151.44		LIFE/DENTAL-DEC 2013
<b>Total MN BENEFITS</b>		\$433.75		
Paid Chk# 039998 11/22/2013 USABLE LIFE				
G 101-21707	Disability	\$244.65	101408001G	DISABILITY/LIFE-DEC 2013
<b>Total USABLE LIFE</b>		\$244.65		
Paid Chk# 039999 11/22/2013 VERIZON WIRELESS				
E 602-49400-321	Telephone	\$35.01	9714629792	NOV WIRELESS ROUTER SVC
E 101-42110-321	Telephone	\$201.30	9714629792	NOV WIRELESS PHONE/ROUTER SVC
E 101-43000-321	Telephone	\$79.33	9714749721	CELL PHONE SVC-NOV
E 101-45200-321	Telephone	\$46.88	9714749721	CELL PHONE SVC-NOV
E 101-42280-321	Telephone	\$46.88	9714749721	CELL PHONE SVC-NOV
<b>Total VERIZON WIRELESS</b>		\$409.40		
Paid Chk# 040000 11/26/2013 U.S. POSTMASTER				

**\*Check Detail Register©**

NOVEMBER 2013

	Check Amt	Invoice	Comment
E 603-49450-322 Postage	\$118.25		NOVEMBER BILLINGS
E 602-49400-322 Postage	\$118.24		NOVEMBER BILLINGS
<b>Total U.S. POSTMASTER</b>	<b>\$236.49</b>		
<b>10100 General Bank</b>	<b>\$15,324.11</b>		

**Fund Summary**

<b>10100 General Bank</b>	
101 GENERAL FUND	\$13,932.07
208 CHARITABLE GAMBLING FUND	\$634.04
602 WATER FUND	\$634.71
603 SEWER FUND	\$123.29
	<b>\$15,324.11</b>

CITY OF MILACA

**\*Check Detail Register©**

NOVEMBER 2013

Check Amt Invoice Comment

**10900 Liquor Bank**

Paid Chk# 913042E 11/7/2013 EAST CENTRAL ENERGY

E 609-49750-381 Utilities \$1,738.34 7115200 ELECTRIC

Total EAST CENTRAL ENERGY \$1,738.34

Paid Chk# 913043E 11/11/2013 CENTERPOINT ENERGY

E 609-49750-381 Utilities \$45.52 128-000-782-1 NATURAL GAS

Total CENTERPOINT ENERGY \$45.52

Paid Chk# 913044E 11/19/2013 MN DEPT OF REVENUE

G 609-20800 Sales Tax Payable \$15,009.00 9576201 LIQUOR SALES TAX

Total MN DEPT OF REVENUE \$15,009.00

Paid Chk# 913045E 11/15/2013 MILACA, CITY OF (WATER/SEWER)

E 609-49750-381 Utilities \$30.55 01-00015990 WATER/SEWER

Total MILACA, CITY OF (WATER/SEWER) \$30.55

10900 Liquor Bank \$16,823.41

**Fund Summary**

**10900 Liquor Bank**

609 MUNICIPAL LIQUOR FUND \$16,823.41

\$16,823.41

**\*Check Detail Register©**

DECEMBER 2013

			Check Amt	Invoice	Comment
<b>10900 Liquor Bank</b>					
Paid Chk#	022799	12/19/2013	<b>AMERICAN BOTTLING CO.</b>		
E 609-49750-254	Mix/Non Alcoholic		\$135.72	2462609747	NA
<b>Total AMERICAN BOTTLING CO.</b>			\$135.72		
Paid Chk#	022800	12/19/2013	<b>AMERIPRIDE</b>		
E 609-49750-217	Other Operating Supplies		\$78.50	2200444248	PAPER TOWELS
E 609-49750-310	Other Professional Services		\$70.96	2200444248	RUGS
E 609-49750-310	Other Professional Services		\$25.69	2200446789	RUGS
E 609-49750-310	Other Professional Services		\$66.95	2200449160	RUGS
E 609-49750-310	Other Professional Services		\$37.50	2200451761	RUGS
E 609-49750-310	Other Professional Services		\$66.95	2200454466	RUGS
E 609-49750-434	Uniforms		\$261.38	2210031671	UNIFORMS
<b>Total AMERIPRIDE</b>			\$607.93		
Paid Chk#	022801	12/19/2013	<b>CHACE CREATIONS</b>		
E 609-49750-343	Other Advertising		\$273.96	110113	ADVERTISING
E 609-49750-259	Other For Resale		\$246.75	110613	MISC
<b>Total CHACE CREATIONS</b>			\$520.71		
Paid Chk#	022802	12/19/2013	<b>CRYSTAL SPRINGS ICE</b>		
E 609-49750-259	Other For Resale		\$187.54	31514	ICE
<b>Total CRYSTAL SPRINGS ICE</b>			\$187.54		
Paid Chk#	022803	12/19/2013	<b>GODFATHER S EXTERMINATING</b>		
E 609-49750-310	Other Professional Services		\$51.21	68387	PEST CONTROL
<b>Total GODFATHER S EXTERMINATING</b>			\$51.21		
Paid Chk#	022804	12/19/2013	<b>GRANITE CITY JOBBING</b>		
E 609-49750-333	Freight and Express		\$4.25	788296	DELIVERY
E 609-49750-256	Tobacco Products For Resale		\$705.50	788296	TOBACCO
E 609-49750-259	Other For Resale		\$310.45	788296	MISC
E 609-49750-256	Tobacco Products For Resale		\$640.46	789370	TOBACCO
E 609-49750-333	Freight and Express		\$4.25	789370	DELIVERY
E 609-49750-259	Other For Resale		\$164.06	789370	MISC
E 609-49750-259	Other For Resale		\$52.98	790167	MISC
E 609-49750-333	Freight and Express		\$4.25	790167	DELIVERY
E 609-49750-256	Tobacco Products For Resale		\$1,632.83	790289	TOBACCO
E 609-49750-259	Other For Resale		\$505.74	790289	MISC
E 609-49750-254	Mix/Non Alcoholic		\$3.36	790289	NA
E 609-49750-217	Other Operating Supplies		\$118.97	790289	SUPPLIES
E 609-49750-333	Freight and Express		\$4.25	791037	DELIVERY
E 609-49750-259	Other For Resale		\$139.58	791037	MISC
E 609-49750-256	Tobacco Products For Resale		\$367.96	791037	TOBACCO
E 609-49750-254	Mix/Non Alcoholic		\$3.36	791871	NA
E 609-49750-333	Freight and Express		\$4.25	791871	DELIVERY
E 609-49750-256	Tobacco Products For Resale		\$475.31	791871	TOBACCO
E 609-49750-259	Other For Resale		\$246.74	791871	MISC
E 609-49750-217	Other Operating Supplies		\$20.39	791871	SUPPLIES
<b>Total GRANITE CITY JOBBING</b>			\$5,408.94		
Paid Chk#	022805	12/19/2013	<b>JP SERVICES</b>		
E 609-49750-259	Other For Resale		\$12.00	ECIG	MISC
E 609-49750-259	Other For Resale		\$84.00	ECIG 1	MISC
E 609-49750-259	Other For Resale		\$78.00	EJUICE	MISC
<b>Total JP SERVICES</b>			\$174.00		

**\*Check Detail Register©**

DECEMBER 2013

			Check Amt	Invoice	Comment
<b>Paid Chk# 022806 12/19/2013 LINCOLN MARKETING</b>					
E 609-49750-343	Other Advertising		\$399.00	34877	ADVERTISING
	<b>Total LINCOLN MARKETING</b>		<b>\$399.00</b>		
<b>Paid Chk# 022807 12/19/2013 M. AMUNDSON LLP</b>					
E 609-49750-217	Other Operating Supplies		\$47.46	163322	SUPPLIES
E 609-49750-256	Tobacco Products For Resale		\$940.40	163322	TOBACCO
E 609-49750-259	Other For Resale		\$307.75	163322	MISC
E 609-49750-256	Tobacco Products For Resale		\$2,528.38	164101	TOBACCO
E 609-49750-259	Other For Resale		\$106.80	164101	MISC
E 609-49750-217	Other Operating Supplies		\$290.00	164101	SUPPLIES
E 609-49750-217	Other Operating Supplies		\$135.19	164479	SUPPLIES
E 609-49750-259	Other For Resale		\$212.40	164479	MISC
E 609-49750-256	Tobacco Products For Resale		\$498.63	164479	TOBACCO
E 609-49750-256	Tobacco Products For Resale		\$671.68	164840	TOBACCO
E 609-49750-259	Other For Resale		\$120.00	164840	MISC
	<b>Total M. AMUNDSON LLP</b>		<b>\$5,858.69</b>		
<b>Paid Chk# 022808 12/19/2013 M.E. PLUMBING &amp; HEATING</b>					
E 609-49750-240	Small Tools and Minor Equip		\$529.70	34899	WATER HEATER
	<b>Total M.E. PLUMBING &amp; HEATING</b>		<b>\$529.70</b>		
<b>Paid Chk# 022809 12/19/2013 MILLER TRUCKING</b>					
E 609-49750-333	Freight and Express		\$99.75	3761	DELIVERY
	<b>Total MILLER TRUCKING</b>		<b>\$99.75</b>		
<b>Paid Chk# 022810 12/19/2013 QUILL CORPORATION</b>					
E 609-49750-240	Small Tools and Minor Equip		\$256.49	7145749	CHAIR
	<b>Total QUILL CORPORATION</b>		<b>\$256.49</b>		
<b>Paid Chk# 022811 12/19/2013 TAPES PLUS ADVERTISING</b>					
E 609-49750-343	Other Advertising		\$275.00	15381	ADVERTISING
	<b>Total TAPES PLUS ADVERTISING</b>		<b>\$275.00</b>		
<b>Paid Chk# 022812 12/19/2013 VIKING BOTTLING CO.</b>					
E 609-49750-254	Mix/Non Alcoholic		\$108.00	1211676	NA
E 609-49750-254	Mix/Non Alcoholic		\$280.40	1211791	NA
E 609-49750-254	Mix/Non Alcoholic		\$64.40	1217128	NA
E 609-49750-254	Mix/Non Alcoholic		(\$16.40)	149327	NA-CREDIT
E 609-49750-254	Mix/Non Alcoholic		\$73.60	153702	NA
	<b>Total VIKING BOTTLING CO.</b>		<b>\$510.00</b>		
	<b>10900 Liquor Bank</b>		<b>\$15,014.68</b>		
<b>Fund Summary</b>					
	<b>10900 Liquor Bank</b>				
	609 MUNICIPAL LIQUOR FUND		\$15,014.68		
			<b>\$15,014.68</b>		

**\*Check Detail Register©**

NOVEMBER 2013

Check Amt Invoice Comment

**10900 Liquor Bank**

Paid Chk# 022743 11/4/2013 BERNICKS

E 609-49750-254	Mix/Non Alcoholic	\$83.55	17092	NA
E 609-49750-254	Mix/Non Alcoholic	\$29.25	19917	NA
E 609-49750-252	Beer For Resale	\$823.00	19918	BEER
E 609-49750-260	Deposits	\$30.00	19918	DEPOSIT
E 609-49750-254	Mix/Non Alcoholic	(\$42.86)	22745	NA-CREDIT
E 609-49750-252	Beer For Resale	(\$13.68)	22746	BEER-CREDIT
E 609-49750-254	Mix/Non Alcoholic	\$79.50	22747	NA
E 609-49750-252	Beer For Resale	\$1,234.75	22748	BEER
E 609-49750-254	Mix/Non Alcoholic	\$19.50	25455	NA
E 609-49750-252	Beer For Resale	\$768.05	25456	BEER
E 609-49750-254	Mix/Non Alcoholic	\$56.65	28392	NA
E 609-49750-252	Beer For Resale	\$1,062.50	28393	BEER
<b>Total BERNICKS</b>		\$4,130.21		

Paid Chk# 022744 11/4/2013 C &amp; L DISTRIBUTING CO.

E 609-49750-252	Beer For Resale	\$6,438.05	425450	BEER
E 609-49750-252	Beer For Resale	\$1,218.85	427247	BEER
E 609-49750-254	Mix/Non Alcoholic	\$62.95	427247	NA
E 609-49750-260	Deposits	(\$30.00)	427247	DEPOSITS
E 609-49750-252	Beer For Resale	\$1,993.60	427503	BEER
E 609-49750-252	Beer For Resale	\$59.50	428246	BEER
E 609-49750-253	Wine For Resale	\$72.00	428450	WINE
E 609-49750-254	Mix/Non Alcoholic	\$60.40	428450	NA
E 609-49750-260	Deposits	\$150.00	429458	DEPOSITS
E 609-49750-253	Wine For Resale	\$52.00	429458	WINE
E 609-49750-252	Beer For Resale	\$6,374.95	429458	BEER
E 609-49750-217	Other Operating Supplies	\$270.00	430114	KEG TAPPERS
E 609-49750-260	Deposits	(\$180.00)	430674	DEPOSITS
E 609-49750-252	Beer For Resale	\$8,181.55	430674	BEER
E 609-49750-254	Mix/Non Alcoholic	\$18.55	430674	NA
E 609-49750-252	Beer For Resale	\$7,599.70	431762	BEER
E 609-49750-254	Mix/Non Alcoholic	\$46.45	431762	NA
<b>Total C &amp; L DISTRIBUTING CO.</b>		\$32,388.55		

Paid Chk# 022745 11/4/2013 DAHLHEIMER DISTRIBUTING CO.

E 609-49750-252	Beer For Resale	(\$5.60)	1081824	BEER-CREDIT
E 609-49750-260	Deposits	\$60.00	1081991	DEPOSITS
E 609-49750-254	Mix/Non Alcoholic	\$365.00	1081991	NA
E 609-49750-252	Beer For Resale	\$6,710.40	1081991	BEER
E 609-49750-252	Beer For Resale	\$768.60	1083825	BEER
E 609-49750-260	Deposits	\$30.00	1083825	DEPOSIT
E 609-49750-253	Wine For Resale	\$186.00	1083848	WINE
E 609-49750-252	Beer For Resale	\$3,024.52	1083848	BEER
E 609-49750-260	Deposits	(\$30.00)	1083848	DEPOSITS
E 609-49750-254	Mix/Non Alcoholic	\$170.05	1083848	NA
E 609-49750-252	Beer For Resale	\$4,011.85	1083919	BEER
E 609-49750-254	Mix/Non Alcoholic	\$84.00	1083957	NA
E 609-49750-260	Deposits	(\$120.00)	1083957	DEPOSITS
E 609-49750-252	Beer For Resale	\$593.70	1083957	BEER
E 609-49750-252	Beer For Resale	\$14,147.32	1083989	BEER
E 609-49750-254	Mix/Non Alcoholic	\$271.00	1083989	NA
E 609-49750-252	Beer For Resale	\$242.00	1086423	BEER
E 609-49750-252	Beer For Resale	\$24.60	15562	BEER
<b>Total DAHLHEIMER DISTRIBUTING CO.</b>		\$30,533.44		

**\*Check Detail Register©**

NOVEMBER 2013

			Check Amt	Invoice	Comment
Paid Chk# 022746	11/4/2013	<b>FRONTIER</b>			
E 609-49750-321	Telephone		\$117.67	320983625511	NOV PHONE SVC
	<b>Total FRONTIER</b>		\$117.67		
Paid Chk# 022747	11/4/2013	<b>GRAINGER</b>			
E 609-49750-221	Equipment Parts/Repairs		\$42.62	9271192354	BOLTS FOR BACK DOOR
	<b>Total GRAINGER</b>		\$42.62		
Paid Chk# 022748	11/4/2013	<b>J.J. TAYLOR DIST OF MN</b>			
E 609-49750-252	Beer For Resale		\$151.70	2059340	BEER
E 609-49750-333	Freight and Express		\$3.00	2059340	DELIVERY
	<b>Total J.J. TAYLOR DIST OF MN</b>		\$154.70		
Paid Chk# 022749	11/4/2013	<b>JOHNSON BROTHERS LIQUOR CO.</b>			
E 609-49750-251	Liquor For Resale		\$1,467.57	1683278	LIQUOR
E 609-49750-333	Freight and Express		\$15.70	1683278	DELIVERY
E 609-49750-253	Wine For Resale		\$709.20	1683279	WINE
E 609-49750-333	Freight and Express		\$26.69	1683279	DELIVERY
E 609-49750-251	Liquor For Resale		\$66.50	1683279	LIQUOR
E 609-49750-253	Wine For Resale		\$118.90	1688787	WINE
E 609-49750-251	Liquor For Resale		\$634.65	1688787	LIQUOR
E 609-49750-333	Freight and Express		\$15.70	1688787	DELIVERY
E 609-49750-253	Wine For Resale		\$180.00	1688788	WINE
E 609-49750-251	Liquor For Resale		\$4,279.50	1688788	LIQUOR
E 609-49750-333	Freight and Express		\$94.20	1688788	DELIVERY
E 609-49750-251	Liquor For Resale		\$559.50	1688789	LIQUOR
E 609-49750-253	Wine For Resale		\$1,401.25	1688789	LIQUOR
E 609-49750-333	Freight and Express		\$59.66	1688789	DELIVERY
E 609-49750-251	Liquor For Resale		\$59.25	1693527	LIQUOR
E 609-49750-333	Freight and Express		\$1.57	1693527	DELIVERY
E 609-49750-251	Liquor For Resale		\$445.95	1693528	LIQUOR
E 609-49750-253	Wine For Resale		\$572.50	1693528	WINE
E 609-49750-333	Freight and Express		\$28.52	1693528	DELIVERY
E 609-49750-251	Liquor For Resale		\$3,797.30	1693529	LIQUOR
E 609-49750-333	Freight and Express		\$42.40	1693529	DELIVERY
E 609-49750-251	Liquor For Resale		\$4,365.20	1698800	LIQUOR
E 609-49750-253	Wine For Resale		\$3,115.20	1698800	WINE
E 609-49750-333	Freight and Express		\$168.78	1698800	DELIVERY
E 609-49750-251	Liquor For Resale		\$356.50	1698801	LIQUOR
E 609-49750-333	Freight and Express		\$4.71	1698801	DELIVERY
E 609-49750-253	Wine For Resale		\$1,393.20	1704717	WINE
E 609-49750-333	Freight and Express		\$51.81	1704717	DELIVERY
E 609-49750-251	Liquor For Resale		\$518.00	1704717	LIQUOR
E 609-49750-251	Liquor For Resale		(\$94.49)	594267	LIQUOR-CREDIT
E 609-49750-333	Freight and Express		(\$1.57)	594267	DELIVERY-CREDIT
E 609-49750-253	Wine For Resale		(\$32.00)	595130	WINE
E 609-49750-333	Freight and Express		(\$1.57)	595130	DELIVERY
E 609-49750-254	Mix/Non Alcoholic		(\$81.66)	596018	NA-CREDIT
E 609-49750-333	Freight and Express		(\$1.57)	596019	DELIVERY-CREDIT
E 609-49750-251	Liquor For Resale		(\$133.24)	596019	LIQUOR-CREDIT
	<b>Total JOHNSON BROTHERS LIQUOR CO.</b>		\$24,203.81		
Paid Chk# 022750	11/4/2013	<b>MCDONALD DISTRIBUTING</b>			
E 609-49750-252	Beer For Resale		(\$4.33)	23039	BEER-CREDIT
E 609-49750-252	Beer For Resale		\$59.00	342271	BEER
	<b>Total MCDONALD DISTRIBUTING</b>		\$54.67		

**\*Check Detail Register©**

NOVEMBER 2013

			Check Amt	Invoice	Comment
<b>Paid Chk# 022751 11/4/2013 PAUSTIS &amp; SONS</b>					
E 609-49750-253	Wine For Resale		\$572.00	8419717	WINE
E 609-49750-333	Freight and Express		\$8.75	8419717	DELIVERY
E 609-49750-333	Freight and Express		\$1.25	8422652	DELIVERY
E 609-49750-253	Wine For Resale		\$377.64	8422652	WINE
E 609-49750-333	Freight and Express		\$5.25	8422658	DELIVERY
E 609-49750-253	Wine For Resale		\$426.00	8422658	WINE
<b>Total PAUSTIS &amp; SONS</b>			<b>\$1,390.89</b>		
<b>Paid Chk# 022752 11/4/2013 PHILLIPS WINE AND SPIRITS</b>					
E 609-49750-251	Liquor For Resale		\$222.00	2494272	LIQUOR
E 609-49750-333	Freight and Express		\$3.14	2494272	DELIVERY
E 609-49750-253	Wine For Resale		\$3,234.51	2498072	WINE
E 609-49750-251	Liquor For Resale		\$8,967.68	2498072	LIQUOR
E 609-49750-333	Freight and Express		\$232.62	2498072	DELIVERY
E 609-49750-333	Freight and Express		\$0.63	2501405	DELIVERY
E 609-49750-251	Liquor For Resale		\$254.85	2501406	LIQUOR
E 609-49750-333	Freight and Express		\$7.85	2501406	DELIVERY
E 609-49750-253	Wine For Resale		\$64.00	2501406	WINE
E 609-49750-253	Wine For Resale		\$35.00	2504931	WINE
E 609-49750-251	Liquor For Resale		\$482.24	2504931	LIQUOR
E 609-49750-333	Freight and Express		\$9.42	2504931	DELIVERY
E 609-49750-333	Freight and Express		\$43.96	2508815	DELIVERY
E 609-49750-251	Liquor For Resale		\$1,899.75	2508815	LIQUOR
E 609-49750-333	Freight and Express		(\$1.57)	3512566	DELIVERY-CREDIT
E 609-49750-251	Liquor For Resale		(\$6.00)	596442	LIQUOR-CREDIT
<b>Total PHILLIPS WINE AND SPIRITS</b>			<b>\$15,450.08</b>		
<b>Paid Chk# 022753 11/4/2013 ROHLFING OF BRAINERD, INC</b>					
E 609-49750-252	Beer For Resale		\$640.20	845122	BEER
<b>Total ROHLFING OF BRAINERD, INC</b>			<b>\$640.20</b>		
<b>Paid Chk# 022754 11/4/2013 SOUTHERN WINE &amp; SPIRITS OF MN</b>					
E 609-49750-333	Freight and Express		\$6.00	1083469	DELIVERY
E 609-49750-251	Liquor For Resale		\$346.60	1083469	LIQUOR
E 609-49750-253	Wine For Resale		\$72.00	1083470	WINE
E 609-49750-333	Freight and Express		\$1.50	1083470	DELIVERY
E 609-49750-251	Liquor For Resale		\$2,550.35	1085943	LIQUOR
E 609-49750-333	Freight and Express		\$39.00	1085943	DELIVERY
E 609-49750-251	Liquor For Resale		\$962.60	1088401	LIQUOR
E 609-49750-333	Freight and Express		\$16.50	1088401	DELIVERY
E 609-49750-251	Liquor For Resale		\$1,574.86	1093666	LIQUOR
E 609-49750-333	Freight and Express		\$21.26	1093666	DELIVERY
E 609-49750-253	Wine For Resale		\$528.00	1093667	WINE
E 609-49750-333	Freight and Express		\$16.50	1093667	DELIVERY
<b>Total SOUTHERN WINE &amp; SPIRITS OF MN</b>			<b>\$6,135.17</b>		
<b>Paid Chk# 022755 11/4/2013 THE WINE COMPANY</b>					
E 609-49750-253	Wine For Resale		\$1,903.20	342605	WINE
E 609-49750-333	Freight and Express		\$85.00	342605	DELIVERY
<b>Total THE WINE COMPANY</b>			<b>\$1,988.20</b>		
<b>Paid Chk# 022756 11/4/2013 TKO WINES INC</b>					
E 609-49750-253	Wine For Resale		\$884.40	407413	WINE
<b>Total TKO WINES INC</b>			<b>\$884.40</b>		
<b>Paid Chk# 022757 11/4/2013 VINOCOPIA</b>					

**\*Check Detail Register©**

NOVEMBER 2013

		Check Amt	Invoice	Comment
E 609-49750-333	Freight and Express	\$17.50	85639	DELIVERY
E 609-49750-251	Liquor For Resale	\$450.00	85639	LIQUOR
<b>Total VINOCOPIA</b>		\$467.50		

Paid Chk#	Date	Merchant	Check Amt	Invoice	Comment
022758	11/4/2013	WINE MERCHANTS			
E 609-49750-253		Wine For Resale	\$160.00	477527	WINE
E 609-49750-333		Freight and Express	\$3.14	477527	DELIVERY
<b>Total WINE MERCHANTS</b>			\$163.14		

Paid Chk#	Date	Merchant	Check Amt	Invoice	Comment
022759	11/4/2013	WIRTZ BEVERAGE MN WINE & SPRTS			
E 609-49750-333		Freight and Express	\$83.41	1080092336	DELIVERY
E 609-49750-253		Wine For Resale	\$44.00	1080092336	WINE
E 609-49750-254		Mix/Non Alcoholic	\$33.62	1080092336	NA
E 609-49750-251		Liquor For Resale	\$4,144.26	1080092336	LIQUOR
E 609-49750-252		Beer For Resale	\$64.60	1080092337	BEER
E 609-49750-251		Liquor For Resale	\$967.94	1080095065	LIQUOR
E 609-49750-333		Freight and Express	\$14.80	1080095065	DELIVERY
E 609-49750-333		Freight and Express	\$24.98	1080097673	DELIVERY
E 609-49750-251		Liquor For Resale	\$1,388.68	1080097673	LIQUOR
E 609-49750-253		Wine For Resale	\$404.50	1080100680	WINE
E 609-49750-251		Liquor For Resale	\$87.77	1080100680	LIQUOR
E 609-49750-333		Freight and Express	\$14.94	1080100680	DELIVERY
E 609-49750-253		Wine For Resale	\$768.00	1080103556	WINE
E 609-49750-254		Mix/Non Alcoholic	\$42.00	1080103556	NA
E 609-49750-251		Liquor For Resale	\$1,665.66	1080103556	LIQUOR
E 609-49750-333		Freight and Express	\$34.07	1080103556	DELIVERY
E 609-49750-251		Liquor For Resale	(\$128.00)	2080014989	LIQUOR-CREDIT
E 609-49750-251		Liquor For Resale	(\$105.00)	2080014992	LIQUOR-CREDIT
E 609-49750-251		Liquor For Resale	(\$8.58)	2080020552	LIQUOR-CREDIT
<b>otal WIRTZ BEVERAGE MN WINE &amp; SPRTS</b>			\$9,541.65		

Paid Chk#	Date	Merchant	Check Amt	Invoice	Comment
022760	11/7/2013	JIMS MILLE LACS DISPOSAL			
E 609-49750-384		Refuse/Garbage Disposal	\$77.22	219225	REFUSE COLLECTION
<b>Total JIMS MILLE LACS DISPOSAL</b>			\$77.22		

**10900 Liquor Bank \$128,364.12**

**Fund Summary**

<b>10900 Liquor Bank</b>	
609 MUNICIPAL LIQUOR FUND	\$128,364.12
	<u>\$128,364.12</u>

RESOLUTION NO. 13 – 37

RESOLUTION ASSESSING UNPAID WATER/SEWER BILLS

BE IT RESOLVED that the following unpaid water and sewer bill be levied against the described property for 2014 property taxes, for 1 year, at a rate of 7 percent per annum:

PID #	OWNER	ADDRESS	ASSESSED
21-025-0100	PV LLC (Jeff Dotseth)	810 8 <sup>th</sup> St NE	\$147.21
21-045-0040	Manthie, Jessi & Josanna	505 Central Ave N	\$135.84

Adopted this 19th day of December, 2013.

\_\_\_\_\_  
Mayor Harold Pedersen

ATTEST

\_\_\_\_\_  
Greg Lerud, City Manager

RESOLUTION NO. 13 – 38  
POLICE OFFICER DECLARATION

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devoted their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police department whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the Milaca City Council hereby declares that the position titled Permanent Part-time Police Officer, currently held by Jacob Isaacson, meets all of the following Police and Fire membership requirements:

1. Said position requires a license by the Minnesota Peace Officer Standards and Training Board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50 percent) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest; and
5. Said position is assigned to the Milaca police department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the above-named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire salary deduction by the governmental subdivision.

Adopted this 19<sup>th</sup> day of December, 2013.

\_\_\_\_\_  
Mayor Harold Pedersen

ATTEST

\_\_\_\_\_  
Greg Lerud, City Manager

STATE OF MINNESOTA  
COUNTY OF MILLE LACS

I, Greg Lerud, manager of the City of Milaca, do hereby certify that this is a true and correct transcript of the Resolution that was adopted at a meeting held on the 19<sup>th</sup> day of December, 2013; the original of which is on file in this office. I further certify that \_\_\_ members voted in favor of this Resolution, and that \_\_\_ members were present and voting.

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

**CONTRACT AMENDMENT FOR JOINT POWERS CONTRACT FOR CITY  
CLERK PURPOSES**

1. **Compensation.** The Cities agree that Ogilvie shall pay Milaca the sum of \$40,000.00 per year in 2014 for all Administrative Services performed, said payments to be paid in installments of Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$3,333.33) per month and be billed quarterly to be approved pursuant to a monthly invoice submitted by Milaca to Ogilvie on or before the third Wednesday of each month to be approved by the Ogilvie City Council in thereafter. Ogilvie shall not be responsible for, and shall not pay or withhold any monies from the compensation for state or federal income taxes, FICA taxes, PERA employee withholding or City share, workers' compensation, unemployment compensation, health or dental insurance, or any other benefit or payment normally associated with an employee benefit package.

Approved by the Ogilvie City Council on December 18, 2013.

---

Mayor Mark Nilson

Approved by the Milaca City Council on December 19, 2013.

---

Mayor Harold Pedersen

# CITY OF MILACA

## Council Monthly Budget Report October 2013

DEPT Descr	2013 YTD Budget	2013 YTD Amt	Balance	2013 % of Budget Remain
Airport	\$100,700.00	\$74,155.95	\$26,544.05	26.36%
Assessing	\$13,000.00	\$16.00	\$12,984.00	99.88%
Auditing	\$4,750.00	\$4,750.00	\$0.00	0.00%
Building Inspection	\$0.00	\$0.00	\$0.00	0.00%
City Attorney	\$49,000.00	\$44,325.51	\$4,674.49	9.54%
City Hall	\$225,000.00	\$209,646.64	\$15,353.36	6.82%
City Manager	\$21,325.00	\$19,599.03	\$1,725.97	8.09%
Council	\$10,650.00	\$9,121.19	\$1,528.81	14.36%
Elections	\$0.00	\$0.00	\$0.00	0.00%
Fire Dept.	\$197,195.00	\$218,420.10	(\$21,225.10)	-10.76%
Historical Society	\$7,115.00	\$4,633.96	\$2,481.04	34.87%
Liaison Officer	\$66,565.00	\$61,462.35	\$5,102.65	7.67%
Libraries	\$24,150.00	\$20,665.06	\$3,484.94	14.43%
Ogilvie	\$30,660.00	\$28,954.41	\$1,705.59	5.56%
Parks	\$131,675.00	\$161,005.32	(\$29,330.32)	-22.27%
Planning Comm.	\$2,000.00	\$519.60	\$1,480.40	74.02%
Police Dept.	\$439,575.00	\$454,950.79	(\$15,375.79)	-3.50%
Public Works	\$217,075.00	\$208,678.76	\$8,396.24	3.87%
Rec Fest	\$24,680.00	\$27,533.31	(\$2,853.31)	-11.56%
Recreation	\$2,000.00	\$1,984.71	\$15.29	0.76%
Treasurer	\$27,100.00	\$25,578.38	\$1,521.62	5.61%
Unallocated	\$14,400.00	\$15,749.00	(\$1,349.00)	-9.37%
	\$1,608,615.00	\$1,591,750.07	\$16,864.93	1.05%



Minneapolis Office:  
5029 Upton Avenue South  
Minneapolis, MN 55410-2244  
(612) 920-3320; fax (612) 605-2375  
www.daviddrown.com

December 12, 2013

City Council  
Mr. Greg Lerud, City Manager  
City of Milaca  
255 First Street East  
Milaca, MN 56353-1609

**RE: Removal of Parcels from SuperValu TIF #4**

Dear Council Members and Mr. Lerud:

Back in 2009, the City created TIF District #4-10 which covered a large portion of downtown Milaca. The primary objective of the TIF District was to promote the replacement and expansion of a SuperValu grocery store. The additional parcels were included in hopes that additional redevelopment activity in downtown might occur.

Since 2009, many of the extra parcels have declined in value, which results in a reduction in the TIF revenue generated by the SuperValu store. By holding a public hearing and amending the TIF plan to remove these extra parcels, we can eliminate this TIF revenue loss and pay off the assistance to SuperValu more quickly.

A TIF hearing is scheduled to be held at the regular council meeting on December 19<sup>th</sup>. Once the hearing is completed, the Council may approve a resolution to adopt the plan amendment which removes the extra parcels from the District.

Yours truly,

A handwritten signature in black ink, appearing to read 'D. Drown', is written over a faint, illegible typed name.

David P. Drown  
David Drown Associates

## Greg Lerud

---

**From:** David Drown <David@daviddrown.com>  
**Sent:** Friday, December 13, 2013 11:28 AM  
**To:** Greg Lerud  
**Cc:** Sue Goodspeed  
**Subject:** TIF Amendmenet letter for Council packet  
**Attachments:** Ltr - recs.doc

Greg: Attached is a short letter describing the purpose of the TIF amendment.

You may wish to point out that TIF law's "5-year rule" would require us to remove all of these parcels next year anyhow. By holding the hearing and doing a formal amendment, we get to remove the extra parcels at their original values and avoid "locking-in" a permanent loss of TIF \$2,000 to \$3,000 in annual TIF revenue. So, this makes sense.

Enjoy the holiday season!! Dave

ORDINANCE NO. 404

AN ORDINANCE AMENDING WATER AND SEWER RATES

BE IT ORDAINED by the Milaca City Council, that the monthly water and sewer rate table be as follows:

Water:

Residential

Base rate - \$11.50  
Minimum - \$2.50  
Usage - \$3.75 per hundred cubic feet

Commercial

Base rate - \$11.50	
Minimum - \$2.50	
Usage (in 100 cubic feet)	(\$ per 100 cubic feet)
1 to 30	\$3.75
31 and on up	\$3.00

Sewer:

Residential and Commercial

Base rate - \$2.00	
Minimum - \$8.50	
Usage (in 100 cubic feet)	(\$ per 100 cubic feet)
1 and up	\$2.75

Sewer only - \$20.00

Be it further ordained that these rates are effective with the February 1, 2014 billing.

Passed this \_\_\_ day of \_\_\_\_\_, 2013.

ATTEST

\_\_\_\_\_  
Mayor Harold Pedersen

\_\_\_\_\_  
Greg Lerud, City Manager

ORDINANCE NO. 405

AN ORDINANCE REGULATING PARKING IN A CITY-OWNED LOT

Be it ordained by the Milaca City Council:

1. In Order to facilitate maintenance and snow removal from the city-owned parking lot located in the 100 Block of Central Avenue South, no vehicle or other equipment shall be parked in the lot between the hours of 5:00 a.m. and 8:00 a.m. daily. Violations of this section shall result in the vehicle being towed at the owner's expense and/or a fine being issued. If the fine is not paid within ten days, the fine amount shall increase.
2. The amount of the fine shall be determined from time-to-time by the Milaca City Council.

Passed this 19<sup>th</sup> day of December, 2013.

\_\_\_\_\_  
Mayor Harold Pedersen

ATTEST

\_\_\_\_\_  
Greg Lerud, City Manager

1<sup>st</sup> reading \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_  
Passed \_\_\_\_\_

## Greg Lerud

---

**From:** Todd Quaintance  
**Sent:** Friday, November 22, 2013 1:51 PM  
**To:** Greg Lerud  
**Subject:** Parking Lot

Greg,

I was reflecting on the discussion of the City Council from 11/21/13 regarding the city parking lot in the 100 block Central Ave. S.

I have a few concerns with the hours being closed between 6am and 8am. During patrol I have noticed that several downtown business people arrive to work between 7 and 8 am, and perhaps even a little before 7 am on rare occasion. I would be concerned that closing the lot between 6am and 8 am could cause trouble with the drivers I have believed this lot exists to serve. It is also my observation that far fewer vehicles would be impacted by the closing from 2 am to 6am.

Another concern is the ability of my officers to enforce these no parking hours. It has been our belief that the lower call load between 6am and 7am allows us to not have officers scheduled 24 hours a day. It is my belief that if the council is considering implementing the no parking hours of 6am to 8am it would make it nearly impossible, if not impossible, to enforce on a regular basis.

These are just the first concerns that have at this point and I hope you can share these ideas with the council prior to any final action.

I am hopeful that whichever changes we make to the hours of this lot best serves the entire downtown community.

Todd C. Quaintance  
Chief of Police  
Milaca Police Department

## Greg Lerud

---

**From:** Steve Burklund <steveburklund@aol.com>  
**Sent:** Tuesday, December 17, 2013 10:49 AM  
**To:** Greg Lerud  
**Subject:** Parking lot closed hours

Greg. I have observed that the theater parking lot is being used in the hours of 7 to 8 am by people going to work. I feel that the closed hours should be from 4 AM to 6 AM or 4 AM to 7 AM. I believe this would minimize the amount of inconvenience for everyone involved. When public works needs to perform any maintenance to the parking lot, we would start early and hopefully be done by 6 AM.

Steve Burklund  
City of Milaca  
Office 320-983-6547  
Cell 320-492-8246

☐ § 31.20 CONTINUATION OF DEPARTMENT.

There is hereby continued in this city a Volunteer Fire Department consisting of a Chief, an Assistant Chief, other officers as the members of the Fire Department (hereinafter Department) shall establish, and not more than 25 firefighters.

(Ord. passed 1-19-89)

☐ § 31.21 OFFICER ELECTION; MEMBER APPOINTMENT.

(A) The Chief of the Fire Department, the Assistant Chief, and other Department officers shall be elected annually by the members of the Department, subject to confirmation by the City Manager-Clerk following consultation with the City Council. Each shall hold office for one year and until his or her successor has been duly elected and qualified, except that an officer may be removed by the City Manager-Clerk for cause after a public hearing.

(B) Firefighters and probationary firefighters shall be appointed or removed by the City Manager-Clerk, who shall take into consideration recommendations of the Department officers and members of the Department.

(Ord. passed 1-19-89)

☐ § 31.22 DUTIES OF CHIEF.

(A) The Chief shall have control of the fire fighting apparatus and shall be solely responsible for its care and condition. He or she shall make an annual report to the Council at its meeting in June of each year on the condition of the equipment and needs of the Fire Department.

(B) He or she may submit additional reports and recommendations at any meeting of the Council, and shall report each suspension by him or her of a member of the Fire Department to the City Manager-Clerk as soon as reasonably practicable following the suspension.

(C) The Chief shall be responsible for the proper training and discipline of the members of the Fire Department, and may suspend any member for refusal or neglect to obey orders or for violating the constitution and/or any bylaw of the Department.

(Ord. passed 1-19-89)

☐ § 31.23 RECORDS.

The Chief shall keep in convenient form a complete record of all fires. The record shall include the time of the alarm, location of fire, cause of fire (if known), type of building, name of owner and tenant, purpose for which occupied, value of building and contents, members of the Department responding to the alarm, and other information as he or she may deem advisable or as may be required from time to time by the City Manager-Clerk or the State Department of Commerce.

(Ord. passed 1-19-89)

☐ § 31.24 REGULATIONS.

The Department may enact a constitution and/or bylaws for its regulation as shall be necessary from time to time, all of which shall be subject to confirmation by the Council. All these regulations shall comply with all ordinances of this city as well as with all laws of the state, specifically including, but not by way of limitation, compliance with the State Human Rights Act (M.S. §§ 363.01 through 363.14, as amended from time to time), and comply with applicable federal laws.

(Ord. passed 1-19-89)

☐ § 31.25 COMPENSATION.

The members and officers of the Fire Department shall receive compensation for their services to the Department as shall be set annually by the Council. The City Manager-Clerk and Chief

shall annually or at other periods of time recommend to the Council the basis for and amount of compensation.

(Ord. passed 1-19-89)

☐ § 31.26 RELIEF ASSOCIATION.

The city Fire Department Relief Association heretofore organized and maintained by the Department is hereby continued in accordance with law.

(Ord. passed 1-19-89)

ORDINANCE NO. 406

AN ORDINANCE AMENDING SECTION 31 OF THE MUNICIPAL CODE

Be it Ordained by the Milaca City Council that Section 31 of the Milaca Municipal code be hereby amended:

31.20 CONTINUATION OF DEPARTMENT.

There is hereby continued in this city a Volunteer Fire Department consisting of a Chief(s) and, other officers as the City Manager or City Council shall establish, and a number of firefighters as may be determined from time to time by the City Manager, but shall not be greater than 25.  
(Ord. passed 1-19-89)

31.21 FIREFIGHTER APPOINTMENT.

(A) The officers on the department shall be selected annually by the Chief from an eligibility list subject to confirmation by the City Manager-Clerk following consultation with the City Council. Each shall hold office for one year and until his or her successor has been duly qualified and appointed, except that an officer may be removed by the City Manager-Clerk for cause.

(B) Firefighters and probationary firefighters shall be appointed or removed by the City Manager- Clerk, who shall take into consideration recommendations of the Department officers and members of the Department.  
(Ord. passed 1-19-89)

31.22 DUTIES OF CHIEF.

(A) The Chief(s) shall have control of the firefighting apparatus and shall be solely responsible for its care and condition. He or she shall make an annual report to the Council at its meeting in June of each year on the condition of the equipment and needs of the Fire Department.

(B) He or she may submit additional reports and recommendations at any meeting of the Council, and shall report each suspension by him or her of a member of the Fire Department to the City Manager-Clerk as soon as reasonably practicable following the suspension.

(C) The Chief(s) shall be responsible for the proper training of Firefighters. The City Manager may discipline or suspend any member for refusal or neglect to obey orders or for violating Fire Department Organization Rules and Regulations.  
(Ord. passed 1-19-89)

31.23 RECORDS.

The Chief shall keep in convenient form a complete record of all fires. The record shall include the time of the alarm, location of fire, cause of fire (if known), type of building, name of owner and tenant, purpose for which occupied, value of building and contents, members of the

Department responding to the alarm, and other information as he or she may deem advisable or as may be required from time to time by the City Manager-Clerk or the State Department of Commerce.

(Ord. passed 1-19-89)

#### 31.24 REGULATIONS.

The Department may enact a department policy manual for its regulation as shall be necessary from time to time, all of which shall be subject to confirmation by the Council. All these regulations shall comply with all ordinances of this city as well as with all laws of the state, specifically including, but not by way of limitation, compliance with the State Human Rights Act (M.S. §§ 363.01 through 363.14, as amended from time to time), and comply with applicable federal laws.

(Ord. passed 1-19-89)

#### 31.25 COMPENSATION.

The members and officers of the Fire Department shall receive compensation for their services to the Department as shall be set annually by the Council. The City Manager-Clerk and Chief shall annually or at other periods of time recommend to the Council the basis for and amount of compensation.

(Ord. passed 1-19-89)

#### 31.26 RELIEF ASSOCIATION.

The city Fire Department Relief Association heretofore organized and maintained by the Department is hereby continued in accordance with law.

(Ord. passed 1-19-89)

RESOLUTION NO. 13 – 39

A RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessments for the vacant lot cleanup in the Fieldstone Greene subdivision, and has amended such proposed assessment as it deems just;

NOW THEREFORE BE IT RESOLVED by the City Council of Milaca, Minnesota, that:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement.
2. Such assessment shall be as follows:
  - a. The assessment shall be payable in one annual installments due and payable with the general taxes for the year 2014, collectible with such taxes during the year 2014.
  - b. To the first installment shall be added interest at the rate of six (6) percent per annum on the entire principal amount of the assessment from the date of this Resolution until December 31 of the year in which such installment is payable. To all unpaid amounts, there shall be added interest of said rate on the unpaid amount of the assessment.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the principal amount of the assessment on such property with interest accrued to the date of payment to the City Treasurer, except that no interest shall be charged if the entire assessment is paid by December 31, 2013. The property owner may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.
4. The City Manager shall transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted this 19<sup>th</sup> day of December, 2013.

ATTEST

\_\_\_\_\_  
Mayor Harold Pedersen

\_\_\_\_\_  
Greg Lerud, City Manager

NAME	PID #	LEGAL	ADDRESS	ASSESSMENT
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0010	LOT 1, BLOCK 1 FIELDSTONE GREENE	1300 3 <sup>RD</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0020	LOT 2, BLOCK 1 FIELDSTONE GREENE	1302 3 <sup>RD</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0030	LOT 3, BLOCK 1 FIELDSTONE GREENE	1304 3 <sup>RD</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0040	LOT 4, BLOCK 1 FIELDSTONE GREENE	1306 3 <sup>RD</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0050	LOT 5, BLOCK 1 FIELDSTONE GREENE	1308 3 <sup>RD</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0060	LOT 6, BLOCK 1 FIELDSTONE GREENE	1310 3 <sup>RD</sup> AVENUE NE	\$225.00

NAME	PID #	LEGAL	ADDRESS	ASSESSMENT
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0070	LOT 7, BLOCK 1 FIELDSTONE GREENE	1312 3 <sup>RD</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0130	LOT 1, BLOCK 2 FIELDSTONE GREENE	1305 3 <sup>RD</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0140	LOT 2, BLOCK 2 FIELDSTONE GREENE	1307 3 <sup>RD</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0160	LOT 4, BLOCK 2 FIELDSTONE GREENE	1311 3 <sup>RD</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0190	LOT 7, BLOCK 2 FIELDSTONE GREENE	1320 4 <sup>TH</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0210	LOT 9, BLOCK 2 FIELDSTONE GREENE	1312 4 <sup>TH</sup> AVENUE NE	\$225.00

NAME	PID #	LEGAL	ADDRESS	ASSESSMENT
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0230	LOT 11, BLOCK 2 FIELDSTONE GREENE	1304 4 <sup>TH</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0240	LOT 12, BLOCK 2 FIELDSTONE GREENE	1300 4 <sup>TH</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0270	LOT 1, BLOCK 3 FIELDSTONE GREENE	1401 4 <sup>TH</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0280	LOT 2, BLOCK 3 FIELDSTONE GREENE	1325 4 <sup>TH</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0330	LOT 7, BLOCK 3 FIELDSTONE GREENE	1315 4 <sup>TH</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0340	LOT 8, BLOCK 3 FIELDSTONE GREENE	1313 4 <sup>TH</sup> AVENUE NE	\$225.00

NAME	PID #	LEGAL	ADDRESS	ASSESSMENT
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0350	LOT 9, BLOCK 3 FIELDSTONE GREENE	1311 4 <sup>TH</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0360	LOT 10, BLOCK 3 FIELDSTONE GREENE	1309 4 <sup>TH</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0370	LOT 11, BLOCK 3 FIELDSTONE GREENE	1307 4 <sup>TH</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0380	LOT 12, BLOCK 3 FIELDSTONE GREENE	1305 4 <sup>TH</sup> AVENUE NE	\$225.00
T & M PROPERTIES OF CENTRAL MINNESOTA, INC. 545 STATE HIGHWAY 23 E, #103 MILACA, MN 56353	21-265-0410	LOT 1, BLOCK 4 FIELDSTONE GREENE	301 13 <sup>TH</sup> STREET NE	\$225.00

RESOLUTION NO. 13 – 40

RESOLUTION APPROVING THE 2014 BUDGET AND 2014 TAX LEVY

BE IT RESOLVED by the City Council for the City of Milaca, County of Mille Lacs, Minnesota, that the 2014 City of Milaca Annual Budget and Program of Municipal Services be hereby adopted and that the following sums of money be levied for 2014 upon the taxable property in the said City of Milaca for the following purposes:

General Fund		\$487,877
Capital Equipment	PW	\$ 5,000
	Fire	\$ 25,000
	Parks	\$ 5,000
	Police	\$ 5,000
Debt Service		
2005 Street Improvement		\$ 56,000
2009 GO Refunding		\$ 64,400
2010 GO Refunding		\$135,000
Library		\$ 90,000
2012 GO Bond		\$ 27,500
	TOTAL LEVY	\$900,777

The City Manager is hereby instructed to:

1. Transmit a certified copy of this Resolution to the County Auditor of Mille Lacs County, Minnesota.
2. To certify to the Mille Lacs County Auditor that there are sufficient monies in the funds, together with the above schedule of amounts levied to pay the principal and interest due in 2014.
3. On January 2 of the budget year, the City Treasurer shall transfer \$25,000 from the Fire Department Relief Reserve to the Fire Department Equipment Reserve.

Adopted by the City Council this 19<sup>th</sup> day of December, 2013.

ATTEST

\_\_\_\_\_  
Harold Pedersen, Mayor

\_\_\_\_\_  
Greg Lerud, City Manager

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City Council of Milaca at a meeting thereof held in the City of Milaca, Minnesota on the 19<sup>th</sup> day of December, 2013, as disclosed by the records of said City in my possession.

\_\_\_\_\_  
Greg Lerud, City Manager

RESOLUTION NO. 13 – 41

RESOLUTION APPROVING 2014 LICENSES

BE IT RESOLVED that the Milaca City Council hereby approves the 2014 licenses as listed on the attachment.

Adopted this 19<sup>th</sup> day of December, 2013.

\_\_\_\_\_  
Mayor Harold Pedersen

ATTEST

\_\_\_\_\_  
Greg Lerud, City Manager

LICENSE TYPE	LIC #	LIC FEE
<b>INTOXICATING ON SALE CLUB</b>		
American Legion #178	2014-01-MCLONSL	\$ 500.00
	<b>Total</b>	
<b>INTOXICATING ON SALE SUNDAY</b>		
American Legion #178	2014-01-MCLONSS	\$ 100.00
Blue Moon Saloon	2014-02-ONSS	\$ 100.00
Jigger's Grill & Bar	2014-03-ONSS	\$ 100.00
Phoenix Hotel	2014-04-ONSS	\$ 100.00
	<b>Total</b>	
<b>INTOXICATING ON SALE</b>		
Blue Moon Saloon	2014-01-ONSL	\$2,200.00
Jigger's Grill & Bar	2014-02-ONSL	\$2,200.00
Phoenix Hotel	2014-03-ONSL	\$2,200.00
	<b>Total</b>	
<b>3.2 Malt Beverage On Sale</b>		
Lakeway Lanes	2014-01-3.2ONSL	\$500.00
	<b>Total</b>	
<b>3.2 Malt Beverage On Sale Sunday</b>		
Lakeway Lanes	2014-01-3.2ONSS	No Fee
	<b>Total</b>	
<b>Intoxicating Off Sale</b>		
Milaca Off Sale	2014-01-MOOFSL	No Fee
	<b>Total</b>	
<b>Tobacco License</b>		
Blue Moon	2014-01CIG	\$ 50.00
Casey's General Store #1847	2014-02CIG	\$ 50.00
Coborn's Inc., dba Holiday Stationstore #4064	2014-03CIG	\$ 50.00
Corner Mart	2014-04CIG	\$ 50.00
Holiday Stationstore #171	2014-05CIG	\$ 50.00
Milaca Off Sale	2014-06CIG	\$ 50.00
Teals Market	2014-07CIG	\$ 50.00
Central Minnesota E-Cigs	2014-08CIG	\$ 50.00
DG Retail, d/b/a Dollar General Store 14576	2014-09CIG	\$ 50.00
	<b>Total</b>	

RESOLUTION NO. 13 – 42

RESOLUTION MODIFYING TAX INCREMENT FINANCING DISTRICT NO. 4-10  
TO AMEND THE DISTRICT BOUNDARIES

WHEREAS:

- A. On September 10, 2009, the City of Milaca, Minnesota (the "City") approved the creation of Tax Increment Financing District No. 4-10 in the City; and
- B. The City now proposes to remove a portion of the property included in TIF District No. 4-10 at its original net tax capacity; and
- C. Minnesota Statutes Chapter 469.175 subdivision 4 requires that removal of parcels, unless at current net tax capacity, requires notification and publication as for approval of the original plan. The City has performed all actions required by law to be performed prior to the modification of Tax Increment Financing District No. 4-10 including, but not limited to, notification of Mille Lacs County and Milaca School District having taxing jurisdiction over the property to be included in modified Tax Increment Financing District No. 4-10, and the holding of a public hearing upon published notice as required by law.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Milaca:

1. Removal of parcels from TIF District No. 4-10. The only parcel **remaining** in TIF District No. 4-10 is:

21-825-0010

All other parcels are removed at their **original** net tax capacity.

2. Tax capacity removed. The original net tax capacity of the TIF District will be reduced by the original net tax capacity of the parcels removed.
3. Modification of Tax Increment Financing Plan. The Tax Increment Financing Plan is hereby modified and the City Council affirms the original findings as outlined in the original Plan.
4. Public Purpose. The modification of the Tax Increment Financing Plan conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the City which is already built up to provide employment opportunities to improve the tax base, and to improve the general economy of the State and thereby serves a public purpose.
5. Certification. The Auditor of Polk County is requested to *revise* the original net tax capacity of Tax Increment Financing District No. 4-10 and to certify in each year thereafter the amount by which the *revised* original net tax capacity has increased or decreased in accordance with the Act; and the City Manager is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify.

Adopted this 19<sup>th</sup> day of December 2013.

ATTEST

\_\_\_\_\_  
Mayor Harold Pedersen

\_\_\_\_\_  
Greg Lerud, City Manager

MILACA ECONOMIC DEVELOPMENT COMMISSION MINUTES  
NOVEMBER 15, 2013 MEETING

The meeting of the Milaca economic development commission was called to order at 7:35 by Chairman Joe Cronin. The following commission members were present: Dave Dillan, Brad Maitland, John Creasy, Jeff Brown, Ken Muller, Jerry Hansen, and Greg Lerud.

Cronin introduced Joe Tapp as the new president of First National Bank.

The minutes of the October 18 meeting were approved as read.

Steve Kosbab arrived at 7:40.

Old Business:

Brown said that he has installed two electric car charging stations at Chuck Andrew's dealership in Princeton. Creasy said the chamber board is meeting next week and they will be discussing the idea of putting one up in Milaca.

Lerud said work on a new car wash on the frontage road north of the Dairy Queen. He said a permit has not been issued, but they are working on utility extensions to the building. He said an anticipated that a permit would be applied for in the next couple of weeks.

New Business:

Cronin said the draft comprehensive plan is at the county's website and available for viewing.

Lerud said the ambulance addition to the fire hall will be proceeding. He said he received approval from North Memorial and Fairview to proceed, and work should begin in December.

School Superintendent Jerry Hansen discussed some of the legislative changes that were approved during the last session. He said that Milaca fared well, with an increase in per pupil aid. In addition he said that the district used to fund all day every day kindergarten from the general fund, and the state now pays for that program. Hansen said the student population has been growing at 1% per year for the last three years, and that is better than surrounding districts. He said they are presently conducting a space needs study as well as a demographic study. Hansen said one area he would like to target services is for early childhood. He said there is presently a waiting list, and he thought that was a great opportunity for the district to be able to provide those services.

Muller said the city will be looking at updating the airport layout plan in 2014. He said that over the last few years, there have been many planes restored and sold from the airport, and the airport does provide economic activity to this area that is hard to quantify.

Brown said that he has a new embroidery business called Doodle Stick that will be opening in one of his buildings.

There was a discussion about the housing market and incentives or ways that the city and others could help spur activity.

With no other business the meeting adjourned at 8:50 a.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. Lerud', written over a horizontal line.

Greg Lerud, Secretary

Milaca Economic Development Commission

# FIRE DEPARTMENT ORGANIZATION AND POLICY AND PROCEDURES MANUAL

## **PURPOSE**

1. The purpose of the Milaca Fire Department (MFD) is to protect and preserve lives and property by the prevention and extinguishment of fires, and by assisting in medical emergencies, rescue, and natural disasters within the City of Milaca, and designated service areas.

2. The Department shall consist of no more than twenty-five qualified Firefighters, including Officers, with the number and rank to be determined from time to time by the City Manager. Membership of the department shall also be governed by the Milaca Fire Department Ordinance.

## **MEMBERSHIP**

There shall be two classes of firefighters. They include: Probationary Firefighter and Regular Firefighter.

A. Probationary Firefighter. An applicant may become a Probationary Firefighter by completing the following procedure:

- 1) An applicant for Probationary Firefighter must complete an application supplied by the City.
- 2) The applicant will be interviewed by the Department Officers to determine initial eligibility based upon the applicant meeting the following criteria. The applicant must:
  - a) Be 18 years of age or older.
  - b) Reside within a three mile radius of the fire hall. Officers, with the approval of the City Manager, shall have the ability to waive this requirement if the person works in the city and is regularly available for day calls, or if the Officers determine, on the basis of stated facts, that it is in the best interests of the department to waive this requirement.
  - c) Possess a valid Minnesota driver's license.
  - d) Have earned a high school diploma or equivalent.

Any applicant not meeting these criteria is not eligible to become a Probationary Firefighter and will be notified of their ineligibility.

- 3) An applicant meeting the above criteria will be interviewed by Fire Department Officers and will be given a brief history of the department, furnished a Firefighter job description, a description of the conditions of employment, question the applicant, and answer any questions the applicant may have.

- 4) Upon completion of the interview, the candidate must sign an injury waiver and pass the agility test, herein described in Exhibit B. The agility test must be witnessed by two department Officers.
- 5) After successful completion of the agility test, a physical examination will be conducted through a designated medical clinic at the expense of the City. The applicant must waive medical privilege and the Department Officers shall review and approve the medical report, consulting with the examining physician, if necessary.
- 6) Upon successful completion of Steps 1-5, the applicant becomes a Probationary Firefighter and will be notified when to report to the fire hall to be issued gear, a pager, and a fire hall key.
- 7) A Probationary Firefighter must successfully pass a Department-approved Firefighter I course or First Responder course within one (1) year of the date of hire. The Probationary Firefighter must then pass the remaining course within the second year of employment.

B. Regular Firefighter.

- 1) Probationary Firefighters shall have a six month performance review conducted by the Department Officers. Any deficiencies or issues will be explained to the Probationary Firefighter. At the one year anniversary of the date of employment, the Regular Firefighters shall conduct a written performance evaluation. The evaluations will be forwarded to the City Manager for a final determination of assigning the Probationary Firefighter to regular status.
- 2) Probationary Firefighters who have served the MFD at least one year, have satisfactorily met all the requirements of a Probationary Firefighter, and have been approved by the City Manager, are awarded Regular Firefighter status. They may hold office, be eligible for life insurance, and are eligible for the retirement benefits according to the provisions of the Milaca Firefighter's Relief Association. There shall be no more than twenty-five regular Firefighters and upon reaching the age of 70, retirement is mandatory.
- 3) Regular Firefighters must meet the following criteria each year to maintain Regular Firefighter status:

- a) Firefighters must reside or work within a three mile radius of the MFD fire hall. Those who work within three miles of the fire hall must be available for daytime calls.
  - b) A Regular Firefighter must attend 18 drills each year, of which 6 must be Monday meeting and drill combinations. All Firefighters shall be present by 5 minutes before drill time, and will be allowed credit up to 30 minutes after drill time, at the discretion of the Department's Officers.
  - c) Each Firefighter shall be required to respond to a minimum of twenty-five percent of all calls from November 1 to October 30 of the following year.
  - d) Failure to meet the minimum drill or call attendance requirements will result in the firefighter being placed on probationary status for a period of one year. A firefighter placed on probation shall have their attendance monitored on a quarterly basis. If, during any three month period, the firefighter's attendance at drills or calls falls below the required minimums, the firefighter may be subject to additional discipline, up to and including discharge. Firefighters shall be permitted only one probationary period during their career. Should a firefighter's attendance fall below the minimums in any one year period (Nov. 1 to Oct. 30 the following year) following a probationary period due to poor attendance, the Officers shall recommend dismissing the firefighter. Any discipline shall be enforced by the City Manager.
  - e) Any Firefighter who becomes inactive must reapply for active status within 2 years of becoming inactive.
  - f) Every Firefighter must maintain a valid Minnesota driver's license.
- 4) Any Firefighter who can demonstrate to the City Manager that working or residing outside a three mile radius of the fire hall would not unreasonably affect the Firefighter's response time, may be granted a waiver by the City Manager.

## **MANAGEMENT**

1. The primary management of the Department and its affairs is vested in and shall be exercised by the Fire Chief and City Manager.

2. No bills, liabilities, obligations, or pledges of the Department shall be incurred or made, or funds disbursed without the authorization and approval of the Fire Chief, City Manager and City Council.

## **FIREFIGHTER'S DUTIES**

The description of the duties of Officers and Firefighters are described in the job descriptions maintained by the MFD. Descriptions may be amended or modified by the City Manager, from time to time, as the City Manager may deem necessary to have an efficient personnel system.

## **FIREFIGHTER'S – RESIGNATION/REMOVAL**

A Firefighter may resign at any time, and shall be terminated by removal of the Firefighter's residence from a three mile radius from the fire hall, unless on an approved leave of absence or a waiver granted by the City Manager. Discipline, up to and including removal, from the Fire Department may also be imposed for the following reasons:

- A. Disciplinary Measures. Firefighters may receive a written warning, written reprimand, suspension, demotion, dismissal, or be subjected to other disciplinary measures as determined by the City Manager. It is the policy of the City to administer disciplinary measures without discrimination.
  
- B. Just Cause. Every disciplinary action shall be for just cause, and the Firefighter may use the grievance procedure of this policy with respect to any disciplinary action which the Firefighter believes is either not justified by the facts or disproportionate to the offense committed. Just cause shall include but not be limited to evidence of any of the following:
  - 1) Incompetence or ineffective performance of duties.
  - 2) Involvement in the commission of any gross misdemeanor, or in the commission of any felony offense.
  - 3) Insubordination.
  - 4) Violation of any lawful or official rule, regulation or order, or failure to obey any lawful direction made and given by a superior.
  - 5) Intoxication on duty or the consumption of alcoholic beverages on duty.

- 6) Physical or mental defect which, in the judgment of the City Manager, incapacitates the Firefighter from the proper performance of their duties. (An examination by a licensed physician may be required and imposed by the City Manager.)
- 7) Wanton use of offensive conduct or language toward the public, municipal Officers, superiors or fellow Firefighters.
- 8) Carelessness and negligence in the handling or control of municipal property.
- 9) Inducing or attempting to induce an Officer or Firefighter of the municipality to commit an unlawful act or to act in violation of any lawful and reasonable official regulation or order.
- 10) Knowingly file or make a false report/or official statement.
- 11) Proven dishonesty in the performance of duties.
- 12) Violations of the provisions of this policy.
- 13) Failure to report any interest arising from any relationship which may create a substantial conflict of interest with respect to official duties for the City of Milaca.
- 14) Theft or unauthorized personal use of city property.
- 15) Violation of the City's sexual harassment policy.

C. Disciplinary steps. Except for severe infraction, disciplinary action against any Firefighter shall be progressive and follow the steps listed below in numerical order:

- 1) Oral reprimand.
- 2) Written Reprimand. A written reprimand shall state the Firefighter is being warned for misconduct; describe the misconduct; describe past actions taken by the supervisor to correct the problem; urge prompt correction or improvement by the Firefighter; include time tables and goals for improvement when appropriate; and outline future penalties should the problem continue. The Firefighter shall be given a copy of the reprimand and shall sign the original acknowledging that he has received the reprimand. The

signature of the Firefighter does not mean that the Firefighter agrees with the reprimand.

- 3) **Suspension Without Pay.** Prior to the suspension or as soon thereafter as possible the Firefighter shall be notified in writing of the reason for the suspension and its length. Upon the Firefighter's return to work, the Firefighter shall be given a written statement outlining further disciplinary actions should the misconduct continue. A Firefighter may be suspended pending investigation of an allegation. A copy of each written statement shall be placed in the Firefighter's personnel file, but if the suspension is for investigation and the allegation proves false, the statement shall be removed.
- 4) **Dismissal.** The City Manager may dismiss any Firefighter after the Firefighter is given written notice at least five working days before the effective date of the dismissal. The notice shall contain the reasons for the dismissal; the Firefighter's rights under these rules and the veterans' preference law if the Firefighter is a veteran; and a statement indicating that the Firefighter may respond to the charges both orally and in writing and that the Firefighter may appear personally before the City Manager. The decision of the City Manager in such cases will be final.

In the case of suspension, dismissal, or demotion, the Firefighter shall be granted a hearing before the City Manager, if the Firefighter submits a written request for such hearing to the City Manager within five working days of notification of the action taken. The Firefighter and city shall retain the right to have respective legal counsel present at the hearing. The hearing shall be held within ten working days from the date the request filed unless the City and the Firefighter agree on an earlier or later date. If the disciplinary action involves the removal of a veteran, the hearing shall be held in accordance with Minnesota Statutes, Section 197.46.

## **GRIEVANCE POLICY**

1. **Definitions and Interpretations.**
  - A. **Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms, conditions, and application of this policy.

- B. Representative. The Firefighter may be represented during any step of the procedure by any person or agent designated by the Firefighter to act on his or her behalf.
- C. City Designee. Person or agent appointed by the City Manager to represent the City and to act on the City's behalf.
- D. Extension. Time limits specified in this procedure may be extended by mutual agreement.
- E. Days. Reference to days regarding time periods in this procedure shall refer to the Firefighter's scheduled working days.
- F. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- G. Filing and Postmark. The filing or service of any notice or document herein shall be by United States mail and shall be timely if it bears a postmark of the United States mail within the time period.
- H. Waiver. If a grievance is not presented within the time limits set forth it shall be considered "waived." If a grievance or an appeal thereof within the specified time limits, the aggrieved Firefighter and/or their representative may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City Manager and the grieved Firefighter and/or their representative.
- I. Denial of Grievance. If the City Manager does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved Firefighter and/or their representative may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City Manager and the aggrieved Firefighter and/or their representative.

2. Adjustment of Grievance. Grievances shall be resolved in conformance with the following procedure:

- A. An Firefighter claiming a grievance shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance in writing to the City Manager and/or the City Manager's appointed representative, and shall discuss with the City Manager the events giving rise to the grievance within fourteen (14) days of the date of filing the grievance. The City Manager shall give the City's answer in writing within seven (7) days following the meeting with the City Manager and the grieved Firefighter and/or their respective representatives.
  
- B. Appeal. In the event that the Firefighter and the City Manager are unable to resolve any grievance, the grievance may be submitted to the City Council.
  - 1) Request. To submit a grievance to the City Council, written notice signed by the aggrieved party must be filed in the office of the City Manager within ten (10) days following the decision of the City Manager.
  
  - 2) Prior procedure required. No grievance shall be considered by the City Council which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
  
  - 3) Process. Upon the proper submission of a grievance under the terms of this procedure, the City Council, within thirty (30) days after the request, shall hear and decide the grievance.

## **DEPARTMENT OFFICERS – DUTIES/REMOVAL/VACANCIES**

1. A committee composed of three members, composed of a city council member, current member of the fire department, and one retired member of the fire department, shall annually meet and review the qualifications of members who have expressed an interest in becoming an officer, and shall make a recommendation to the City Manager and City Council for appointment. The City Manager, except in the case where the City Manager is an applicant for one of the officer positions, may select from the nominees, the Fire Chief, Assistant Fire Chief, and two Captains, provided, however, that in the event the City Manager finds a more qualified applicant who has not been nominated, the City Manager has the discretion to appoint any qualified Firefighter for any of the stated positions. In the event the City Manager is an applicant for an officer position, the City Council shall have the authority to appoint the fire department officers. Each appointment shall be for a period of one calendar year commencing on January 1.

2. Roll call shall be ordered by the Officer in charge after every alarm, but not until all trucks are back from service and all work pertaining to the Fire Department equipment has been completed, or released by the Officer in charge.

3. The Officers shall perform such duties as are set forth in the rules, regulations, this Handbook, and by the Department.

4. Any Officer may be removed from office for willfully neglecting their duties or abuse of his/her authority. Prior to action on a recommendation, the City Manager will determine that the grievance process was adhered to pursuant to the policy and applicable state and federal laws.

5. When an appointive office becomes vacant in any way, the office shall be filled for the unexpired term through nomination by the Fire Chief, and approval of the City Manager, or City Council should the applicant be the City Manager.

6. Removal from office need not constitute loss of Firefighters in the Department.

#### **MEETINGS AND DETERMINATION OF QUORUM**

1. All department meetings shall be held on the second, third and fourth Mondays of each month at the Milaca Fire Hall unless otherwise designated. Meetings shall start at 7:00 p.m. unless otherwise designated.

2. Special meetings may be requested by the Fire Chief.

3. A quorum shall consist of a simple majority of all regular and probationary Firefighters.

#### **UNIFORMS**

The official uniform of the department shall be as follows: A white shirt with navy blue tie, navy blue dress pants, and navy blue sweater, and navy blue hat. All of these uniform components shall be provided by the City. The official uniform shall be worn to functions as determined by the Fire Chief.

#### **COMPENSATION**

Compensation of the Officers and Firefighters of the MFD shall be such amounts as are established by the City Council.

## **RETIREMENT**

All rules, regulations, and requirements concerning retirement for eligible Firefighters shall follow the guidelines set forth in the Milaca Fire Fighter's Relief Association bylaws.

## **SERVICE AREA**

The MFD shall provide service to areas beyond the corporate limits of the City of Milaca, as contracts are approved by the Milaca City Council. The City may also enter into mutual aid agreements with other governmental units for the purpose of providing additional fire protection for those service areas.

## **GENERAL GUIDELINES**

All Firefighters of the Milaca Fire Department shall be subject to, and abide by the following guidelines:

- A. For the purpose of efficient service and discipline, all Firefighters shall be subject to the orders of their superior Officers at all times.
- B. No Firefighter shall report for duty under the influence of any intoxicant or be so influenced while on duty.
- C. Every Firefighter shall be held responsible for the safe keeping and proper care of all department property under his/her control.
- D. Every Firefighter shall immediately report to the Officer in charge of any accident or injury to him/herself incurred in the line of duty, no matter how trivial the injury may seem at the time.
- E. No Firefighter shall transmit by radio, telephone, or otherwise any orders as to the need for equipment, men, etc., at an emergency scene unless ordered to do so by the Officer in charge of the scene.
- F. Requests for information concerning anything about a fire or emergency that the department has responded to shall be referred to the Chief.
- G. When a Firefighter receives an order which is in conflict with a previous order, he/she shall inform the Officer who issued the most recent order.
- H. Every Firefighter shall promptly report any change of address or telephone number to the Chief.
- I. Every Firefighter, upon resigning or being removed from the Department, shall promptly surrender, to the Chief, all Milaca Fire Department, or other city property, in his/her possession.

- J. No Milaca Fire Department apparatus or equipment of any kind shall be taken from the station for any non-emergency purpose whatsoever except with permission of the Chief.
- K. No Firefighter shall drive any piece of apparatus to a fire or other emergency unless he/she is proficient in the operation of all aspects of the apparatus. It is incumbent on the Firefighter to familiarize themselves with the equipment and its operation.
- L. No one except Firefighters of the Milaca Fire Department shall be allowed to ride on any Fire Department apparatus at any time without the permission of the Chief.
- M. No Milaca Fire Department vehicles responding to an alarm shall not be driven at a greater speed than can be maintained with due regard to the safety of both fire department personnel and civilians.
- N. All Milaca Fire Department vehicles responding to an alarm shall use warning lights and sirens, unless advised by IC to respond routine.
- O. All responses of the Milaca Fire Department shall be considered to be emergency conditions unless specifically stated otherwise.
- P. In the event of an accident involving any Milaca Fire Department apparatus or vehicle enroute to or from any emergency, that vehicle and driver shall be left at the scene of the accident and the police or appropriate law enforcement agency shall be notified.
- Q. Any Firefighter involved in an accident while driving a Milaca Fire Department apparatus or vehicle, shall immediately submit to an alcohol test, or as soon as practical following the accident.
- R. No public or private vehicles shall be permitted to drive over any hose lines – charged or uncharged.
- S. Apparatus shall not be driven over hose lines when it can be avoided.
- T. When backing an apparatus, there shall be a spotter at the rear to guide the operator whenever deemed necessary by the operator.
- U. In the event of any suspicion of arson at a fire, the Officer in charge shall immediately summon the Chief and the fire investigation Officer. Under no circumstances shall the premises be left unattended until their arrival.
- V. In the event of a fatality at a fire, the Officer in charge shall immediately notify the Chief and fire investigation Officer. The police and State Fire

Marshal's office shall also be notified. Officers shall become familiar with Line of Duty Death reporting requirements. All effort shall be made to keep from broadcasting the names of any fatalities over the radio or any other method of public communication.

- W. At all fires, the Officer in charge shall have the Consent form signed by the owner of the property before leaving the scene.
- X. If the property owner will not sign the consent form, the Officer in charge shall not release control of the fire scene until a thorough investigation can be made as to the cause and origin of the fire.
- Y. No person other than Firefighters or duly authorized persons shall be permitted to enter a scene in which a fire has occurred and where the Department is still in charge without the permission of the Officer in charge. Should permission be granted, the Officer in charge shall direct a Firefighter to accompany the person and remain with that person until the person leaves the proximity of the fire.
- Z. Should the loss of property at a fire be reported to a Firefighter, he/she shall immediately notify the Officer in charge. Every attempt shall be made to recover the property. If it is not located, a report of the loss, together with a description and estimated value of the lost property, shall be forwarded to the Chief.
- AA. Should any discrepancy be claimed in articles of value returned to the owner, the Officer in charge shall investigate the circumstances and report his/her findings to the Chief.
- BB. Social gatherings or other use of the fire hall meeting room shall not occur without the permission of the Chief.
- CC. All Firefighters shall respond directly to fire hall upon receiving the page for fire/rescue/medical calls unless one of the following conditions exist:
  - 1) In event of medical emergency (non-traffic accident related) – Firefighters may respond directly to the scene if the ambulance is on scene requesting assistance.
  - 2) In event of traffic accidents – if a Firefighter passes by the scene on the most direct route to fire hall, the Firefighter may stop at the scene only if the Firefighter has a Class 3 traffic safety vest, and appropriate personal protective equipment for the conditions encountered.
  - 3) In event of fire – a Firefighter may make contact with the fire hall or dispatch and request that their personal protective gear be brought

to the scene by a responding truck. Under no circumstances shall a Firefighter engage in fire suppression duties until the proper gear is worn.

- DD. Upon arriving at the fire all, trucks shall be staffed and respond with the specified number of Firefighters, in the specified order, for the type of call received, as posted at the fire hall. Additional Firefighters available shall notify command of the number of additional Firefighters available and shall be directed by command.
- EE. Firefighters of the Milaca Fire Department shall not report to any fire or emergency without complete personal protective equipment.
- FF. Firefighters of the Milaca Fire Department shall wear complete safety equipment at all fires and other emergencies as necessary.
- GG. All Firefighters of the Milaca Fire Department must abide by all traffic laws when responding to the station to any alarm or other emergency.

Adopted this 19<sup>th</sup> Day of December 2013 by the Milaca City Council.

MILACA FIRE DEPARTMENT ORGANIZATION

2014 DEPARTMENT OFFICERS

FIRE CHIEF 1 – Craig Billings

FIRE CHIEF 2 – Greg Lerud

DEPUTY CHIEF 1 – Jesse Gerads

DEPUTY CHIEF 2 – open

CAPTAIN 1 – Josh Ewert

CAPTAIN 2 – Andy Ziegler

SECRETARY – Mike Nelson



# AIA<sup>®</sup> Document A105<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

**AGREEMENT** made as of the Twenty-Sixth day of November in the year Two Thousand Thirteen

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

City of Milaca  
255 1<sup>st</sup> Street East  
Milaca, MN 56353

and the Contractor:

*(Name, legal status, address and other information)*

Project One Construction  
10375 County Road 8  
Kimball, MN 55353  
Telephone Number: (320) 398-7000  
Fax Number: (320) 398-8067

for the following Project:

*(Name, location and detailed description)*

CBE Project No. 13005  
Milaca – Ambulance Facility Addition to Existing Fire Station  
1005 Central AVE N  
Milaca, MN 56353

The Architect:

*(Name, legal status, address and other information)*

Chequamegon Bay Group, Inc., Subchapter S Corporation  
P.O. Box 692  
211 Sixth Street West  
Ashland, WI 54806  
Telephone Number: (715) 682-6004  
Fax Number: (715) 682-6025

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.

AIA Document A105<sup>™</sup> – 2007 (formerly A105<sup>™</sup> – 1993 and A205<sup>™</sup> – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:39:35 on 11/26/2013 under Order No.6766034497\_1 which expires on 09/21/2014, and is not for resale.

User Notes:

(1632133702)

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated 8-6-2013 , and enumerated as follows:

Drawings:

Number	Title	Date
A-1	Title/Site/Code Summary	8-14-2013
A-2	Floor Plan/Schedule	8-14-2013
A-3	Exterior Elev./Interior Elev.	8-14-2013
A-4	Roof Plan/Wall Sections	8-14-2013
A-5	Construction Notes	8-14-2013
M1	Mechanical	8-14-2013
M2	Mechanical	8-14-2013
E1	Electrical	8-14-2013
E2	Electrical	8-14-2013

Specifications: Dated 8-14-2013

Section	Title	Pages
00 11 13	Advertisement for Bid	
00 21 13	Instructions to Bidders	
00 41 00	Bid Form	
00 50 00	Contracting Forms and Supplements	
00 72 00	General Conditions	
00 73 01	Agency Agreement	
01 10 00	Summary	
01 20 00	Price and Payment Procedures	
01 40 00	Quality Requirements	
01 55 00	Vehicular Access and Parking	
01 60 00	Product Requirements	
01 70 00	Execution and Closeout Requirements	
05 50 00	Metal Fabrications	
06 10 00	Rough Carpentry	
06 20 00	Finish Carpentry	
06 82 00	Glass Fiber Reinforced Plastic	
07 21 00	Thermal Board Insulation	
07 21 26	Blown Mineral Wool Insulation	
07 53 23	EPDM Roofing	
07 62 00	Sheet Metal Flashing and Trim	
07 90 05	Joint Sealers	
08 11 13	Hollow Metal Doors and Frames	
08 14 16	Flush Wood Doors	
08 36 13	Sectional Doors	
08 52 00	Wood Windows	
08 71 00	Door Hardware	
08 80 00	Glazing	
09 21 16	Gypsum Board Assemblies	
09 51 00	Acoustical Ceilings	
09 65 00	Resilient Flooring	
09 68 13	Tile Carpeting	
09 91 13	Exterior Painting	
09 91 23	Interior Painting	
10 28 00	Toilet, Bath, and Laundry Accessories	
10 44 00	Fire Protection Specialties	
10 56 23	Wire Storage Shelving	
12 21 13	Horizontal Louver Blinds	
12 35 30	Residential Casework	
13 34 18	Pre-Engineered Post Frame Building Systems	
15010	Mechanical General Provisions	
15050	Mechanical Basic Materials & Methods	
15060	Pipes & Pipe Fittings	
15100	Valves	
15185	Insulation	

Init.

AIA Document A105™ – 2007 (formerly A105™ – 1993 and A205™ – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:39:35 on 11/26/2013 under Order No.6766034497\_1 which expires on 09/21/2014, and is not for resale.

User Notes:

(1632133702)

15200	Site Utilities	
15400	Plumbing	
15600	Hot Water Heating	
15800	Heating, Ventilation and Air Conditioning	
16010	General Provisions	
16011	Temporary Power	
16100	Basic Methods and Materials	
16110	Motion Sensors	
16300	Electrical Distribution Systems	
16400	Lighting Fixtures	
16500	Communications Systems	
16700	Electrically Powered Equipment	
16800	Comfort Heating	

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
Addendum #1	09-03-2013	
Addendum #2	09-06-2013	

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

N/A

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than ( ) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.

*(Insert the date of commencement, if it differs from the date of this Agreement.)*

Ninety (90) Calendar days.

## ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Two Hundred Thirty Five Thousand Sixty Three Dollars and no cents (\$235,063.00).

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

*(Itemize the Contract Sum among the major portions of the Work.)*

### Portion of Work

### Value

N/A

§ 3.3 Unit prices, if any, are as follows:

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

### Item

### Units and Limitations

### Price per Unit (\$0.00)

N/A

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Init.

Item

Price

N/A

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

NA

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

#### ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Application for Payment to be submitted by the First Friday of each month, with payment approved by the City Council on the Third Thursday of the same month. A retainage 10% shall be withheld from each payment until the Final Payment.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

%

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

*(Insert specific insurance requirements and limits.)*

##### Type of insurance

##### Limit of liability (\$0.00)

Worker's Compensation Insurance

\$100,000 Bodily Injury per employee

\$100,000 Bodily Injury per occurrence

Commercial General Liability

\$1,000,000 per occurrence

\$2,000,000 per annual aggregate

Commercial Auto Liability

\$1,000,000 per occurrence

Owner and Architect to be listed as additionally insured.

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

Init.

## **ARTICLE 6 GENERAL PROVISIONS**

### **§ 6.1 THE CONTRACT**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### **§ 6.2 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### **§ 6.3 INTENT**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### **§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

## **ARTICLE 7 OWNER**

### **§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**§ 7.1.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

### **§ 7.2 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

### **§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

**§ 7.4.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

Init.

## ARTICLE 8 CONTRACTOR

### § 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

### § 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

### § 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

### § 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### § 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

### § 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

### § 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

### § 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

Init.

### § 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

### § 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

### § 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

### § 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

Init.

## **ARTICLE 10 CHANGES IN THE WORK**

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## **ARTICLE 11 TIME**

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

## **ARTICLE 12 PAYMENTS AND COMPLETION**

### **§ 12.1 CONTRACT SUM**

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **§ 12.2 APPLICATIONS FOR PAYMENT**

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### **§ 12.3 CERTIFICATES FOR PAYMENT**

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

### **§ 12.4 PROGRESS PAYMENTS**

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

Init.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

#### § 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### § 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

##### § 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### § 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

Init.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

### § 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### § 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

### § 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

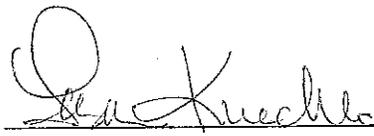
## ARTICLE 17 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

Init.



**OWNER (Signature)**

Greg Lerud, City Manager  
255 1<sup>st</sup> Street East, Milaca, MN 56353

*(Printed name, title and address)*

**CONTRACTOR (Signature)**

Lisa Kuechle, President  
10375 County Road 8  
Kimball, MN 55353

*(Printed name, title and address)*

LICENSE NO.: BCL635377

JURISDICTION: MN

Init.

AIA Document A105™ – 2007 (formerly A105™ – 1993 and A205™ – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:39:35 on 11/26/2013 under Order No.6766034497\_1 which expires on 09/21/2014, and is not for resale.

User Notes:

(1632133702)

**AGREEMENT FOR PROFESSIONAL SERVICES**

**2014 AIRPORT LAYOUT PLAN UPDATE**

**MILACA MUNICIPAL AIRPORT  
MILACA, MN**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Milaca, 255 First Street East, Milaca, MN 56353, hereinafter referred to as CLIENT, and Bolton & Menk, Inc., 12224 Nicollet Avenue, Burnsville, MN 55337, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with providing the Milaca Municipal Airport with design and planning services for an Airport Layout Plan Update at the Milaca Municipal Airport and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT for said project.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION I - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I.

**SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited to boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations in CLIENT's possession. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed work as described in future work orders.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.

**SECTION III - COMPENSATION FOR SERVICES**

**A. FEES.**

1. The CLIENT will compensate the CONSULTANT for performance of Agreement services as follows:

a. Basic Fee

Task 1 – Project Development and Public Involvement	\$3,000.00 (Lump Sum)
Task 2 – Airport Layout Plan Update	\$12,000.00 (Lump Sum)

<b>TOTAL ESTIMATED PROJECT FEES</b>	<b>\$15,000.00 (Lump Sum)</b>
-------------------------------------	-------------------------------

State Grant (80%)	\$12,000.00
Local Funds (20%)	\$3,000.00

b. Additional Services

The CONSULTANT and CLIENT agree that the duration of the project is dependent upon factors that are outside of the control of the CONSULTANT. The scope of services defined in this project are based on known factors at this time. During the project when it is anticipated additional services beyond the control of the CONSULTANT will be required, the CLIENT agrees that the CONSULTANT will be reimbursed for additional services completed in excess of the budget stated above. Compensation shall be based on the standard hourly rate for the individuals providing services on the project.

2. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed in addition to the Lump Sum Fee on an hourly basis at the rates shown on the attached rate sheet.

3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.

- a. CLIENT approved outside professional and technical services.
- b. Identifiable reproduction and reprographic charges.
- c. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.

4. Additional services as outlined in Section I.B and described in Exhibit I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.2.

B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates.

**SECTION IV - GENERAL**

**A. STANDARD OF CARE**

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

**B. CHANGE IN PROJECT SCOPE**

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

**C. LIMITATION OF LIABILITY**

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

**D. INSURANCE**

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use).

The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of this agreement, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

#### E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

#### G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from

third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

#### H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the Project and CONSULTANT shall retain exclusive ownership and property interest therein whether or not the Project is completed. The CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or any other entity without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify, defend and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

#### I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

#### J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of five years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

#### K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

**The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

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

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

**R. SEVERABILITY**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**S. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTURAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4 **Information and Reports.** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CLIENT or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 **Sanctions for Noncompliance.** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the CLIENT shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The CONSULTANT shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the CLIENT to enter into such litigation to protect the interests of the CLIENT and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

T. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The CONSULTANT assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of CONSULTANT, this provision binds the CONSULTANT from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

U. DISADVANTAGED BUSINESS ENTERPRISES

**Contract Assurance (§26.13)** - The CONSULTANT and their subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the CONSULTANT receives from City of Milaca. The CONSULTANT agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed after receiving payment from the CLIENT. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Milaca. This clause applies to both DBE and non-DBE subcontractors.

V. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

- a. No Federal appropriated funds shall be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

W. ACCESS TO RECORDS AND REPORTS

The CONSULTANT shall maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the CLIENT, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

X. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the CLIENT of the Federal grant under which this contract is executed.

Y. TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a CONSULTANT or subcontractor who is unable to certify to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the

Federal Aviation Administration may direct through the CLIENT cancellation of the contract at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the CLIENT if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONSULTANT or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Z. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The CONSULTANT certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

AA. BREACH OF CONTRACT TERMS

Any violation of breach of terms of this contract on the part of the CONSULTANT or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**BB. AUDIT REVIEW**

The CLIENT, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT's, which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. CONSULTANT shall maintain all required records for 3 years after the CLIENT makes final payment and all other pending matters are closed.

**SECTION V - SIGNATURES**

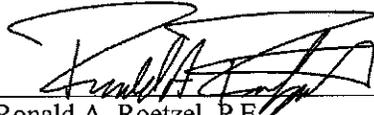
THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Milaca, MN

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_  
Mr. Harold Pedersen                      Mayor

  
\_\_\_\_\_  
Ronald A. Roetzel, P.E.                      Principal

\_\_\_\_\_  
Mr. Greg Lerud                              City Manager

**EXHIBIT I - OUTLINE**  
**BASIC SERVICES BY CONSULTANT**  
**AIRPORT PLANNING AND ENGINEERING SERVICES**  
**2014 AIRPORT LAYOUT PLAN UPDATE**  
**CITY OF MILACA, MINNESOTA**

**DESCRIPTION**

The CONSULTANT agrees to provide Airport Planning and Engineering services all required for the Airport Layout Plan Update at the Milaca Municipal Airport (herein referred to as the **Project**).

**I.A. BASIC SERVICES**

**PROJECT UNDERSTANDING**

We understand the ALP update will focus upon the following elements:

- Update ultimate Building Area Plan.
- Update the airport property map including depicting proposed land acquisition areas.

**PROJECT SCOPE**

For purposes of this Agreement, the Basic Services to be provided by the CONSULTANT are as follows:

- Task 1 – Project Development and Public Involvement
- Task 2 – Airport Layout Plan Update

**TASK 1 – PROJECT DEVELOPMENT AND PUBLIC INVOLVEMENT**

**PHASE 1 – PROJECT DEVELOPMENT AND CONTROL**

**1.0 Prepare/Negotiate Contract**

- Meeting with MnDOT and City staff to review the existing ALP and develop the scope of the required updates.
- preparation of this scope of services for the planning effort
- draft and final scope of services, project schedule and an agreement for the proposed planning work

**2.0 Project Management**

Projects such as this ALP Update demand a refined approach to project management to achieve success. This is especially true at the beginning of the process when the goals, direction, criteria, assumptions, roles, and expectations are developed. Continuous and timely coordination with the Airport and its designated project manager will be provided throughout the study. Project management tasks will continue throughout all aspects of the agreed-upon project schedule.

- communication among the project team for purposes of tracking the progress of the ALP update

- managing the various technical work tasks among the project team is necessary for a successful project
  - Developing and documenting the project plan
  - Organizing the project team
  - Launching the project activities
  - Executing project activities
  - Monitoring and controlling the project to achieve results
  - Managing/mitigating risks and solving challenges
  - Invoicing and monitoring project budget
- regular project status briefings will take place throughout the study process

Airport Primary Point of Contact  
**Steve Burkland, Airport Manager**

Bolton & Menk Point of Contact  
**Ron Roetzel, Aviation Group Manager  
(Client Manager)**

Secondary Point(s) of Contact  
N/A

Secondary Point(s) of Contact  
**Melissa Underwood, Aviation Planner  
Silas Parmar, Aviation Project Manager**

## **PHASE 2 – PROJECT AND PUBLIC INVOLVEMENT MEETINGS**

### **3.0 Airport Commission Meetings**

- CONSULTANT's role will be to attend up to two (2) public Airport Commission meetings throughout the project
  - Meeting No. 1 – Review Building Area Plan and Property Map.
  - Meeting No. 2 – Present final ALP update document for approval.
- Other airport stakeholders (i.e. Mille Lacs County) are strongly encouraged to attend these meetings

### **4.0 Agency Meetings**

- CONSULTANT's role will be to attend and present at up to two (2) Agency meetings throughout the project
  - Meeting No. 1 – Review Building Area Plan and Property Map documents.
  - Meeting No. 2 – Review draft ALP update document.
- These meetings are planned to be more technical, one-on-one meetings with MnDOT Aeronautics staff. Representatives from the Airport may attend in person or via teleconference if so desired.

## **TASK 2 – AIRPORT LAYOUT PLAN UPDATE**

### **5.0 ALP Document Production**

- update the Airport Layout Plan (ALP) to show the proposed building area plan and future property acquisition for the airport over the 20-year planning period.
- the ALP update will be based on the findings of the previous tasks and will include the following individual drawings:
  - Ultimate Building Area Plan
  - Ultimate Airport Property Map
- ALP will then be published as a final document for distribution upon receipt of FAA airspace review. The documentation will include the following:
  - Two (2) Airport draft two updated ALP sheets (1 for CONSULTANT and 1 for CLIENT review)
  - Five (5) MnDOT draft two updated ALP sheets (1 for CLIENT, 3 for MnDOT, 1 for CONSULTANT)
  - Three (3) FAA-ADO draft two updated ALP sheets (1 for CLIENT, 1 for FAA, 1 for CONSULTANT)
  - Seven (7) final two updated ALP sheets for FAA and CLIENT signature (2 for CLIENT, 2 for the FAA, 2 for MnDOT, and 1 for CONSULTANT)
- documents will be coordinated closely with MnDOT Aeronautics, FAA, and CLIENT staff
- final documents will reflect appropriate responses to comments received on draft materials from all reviewing agencies
- deliverables will include the MnDOT Aeronautics and FAA-approved ALP updated sheets.

### **6.0 ALP Task Management**

- communication among the project team for purposes of tracking the progress of the document approval
- managing the various technical work tasks among the project team is necessary for a successful project
  - Developing and documenting the project plan
  - Organizing the project team
  - Launching the project activities
  - Executing project activities
  - Monitoring and controlling the project to achieve results
  - Managing/mitigating risks and solving challenges
  - Invoicing and monitoring project budget
- regular project status briefings will take place throughout the ALP process.

**I.B. ADDITIONAL SERVICES**

1. Full ALP update to current MnDOT and FAA standards.
2. All other services not specifically identified in Section I.A.

**I.C. CONSIDERATION**

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

<b>TASK</b>	<b>SERVICE DESCRIPTION</b>	<b>AMOUNT</b>	<b>TERMS</b>
1	Project Development and Public Involvement	\$3,000.00	Lump Sum
2	Airport Layout Plan Update	\$12,000.00	Lump Sum

<b>TOTAL FEE AGREEMENT</b>	<b>\$15,000.00</b>
MnDOT Participation (80%)	\$12,000.00
Local Participation (20%)	\$3,000.00

**I.D. SCHEDULE**

<b>TASK</b>	<b>SERVICE DESCRIPTION</b>	<b>DATE</b>
1	Project Development and Public Involvement	November 2013 -- June 2014
2	Airport Layout Plan Update	January 2014 -- June 2014

\*Schedule is based on estimated MnDOT Aeronautics and FAA ALP review timelines. The ALP review process timeline varies, but has taken over 1 year. An updated schedule can be provided as the project progresses.