CITY OF MILACA
CITY COUNCIL MEETING
COUNCIL AGENDA
February 15, 2018

1. Call Meeting to Order 6:30 p.m.
2. Pledge of Allegiance
3. Roll Call- Present: Mayor-Pete Pedersen__Council Members; Dave Dillan__ Ken Muller__Norris Johnson__ Laurie Gahm__ Absent;_____
4. **Approval of Agenda** MB___2nd___AIF___O__
5. **Consent Agenda** MB___2nd___AIF___O__
   A. Approval of the Minutes – January 18, 2018
   B. Approval of Bills
   C. Approval of Treasurer's Report
   D. Resolution 18-07 Modifying TIF District 2-6
   E. Resolution 18-08 Execute MNDOT Grant Agreement-Airport Land Acquisition
   F. Resolution 18-09 Accepting Donation from Verizon $223.00
6. **Citizen Open Forum-** Milaca School Board Recognition Week February 19-23
7. **Public Hearing- None**
8. **Requests and Communications-**
9. **Ordinances and Resolutions-**
10. **Reports of Departments, Boards and Commissions**
    G. Police Department- Monthly Activity Report-
    H. Parks Commission- Mayor to review activity
    I. Public Works Department- Activity Report- New Street Signs (Retro reflectivity Compliance) MB___2nd___AIF___O__
    J. Public Works Department- Adopt Policy- Use of City Vehicles while On-Call. MB___2nd___AIF___O__
    K. Planning Commission – No meeting
    L. Economic Development Commission- January 22nd Meeting
    M. Fire Department- Open House March 26th at 7 PM
    N. Airport Commission- No Meeting in February
    O. MCAT-IF Training- Phase II
    P. Joint Powers Board- No Activity
    Q. Safety Committee- Next Meeting February
11. **Unfinished Business-** Letter from City Attorney Follow up regarding Hazardous Building
12. **New Business-**
13. Approval of City Sign MB___2nd___AIF___O__
14. Special Event Permit-Wedding June 9th, 2018 MB___2nd___AIF___O__
15. Peddler Application- Sara Liebeck- Ice Cream Machine
16. **Council Comments**

17. **Adjourn** _____p.m. MB___2nd___AIF___O__

MILACA CITY COUNCIL MINUTES
JANUARY 18, 2018 MEETING

Call to Order Roll Call

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

Staff present: City Manager Tammy Pfaff, City Attorney Damien Toven, Police Chief Todd Quaintance, and Fire Chief Craig Billings.
Also Present (Signed In): Don Stobb, Kelly Jo Herwig, Joel Bryson, Judy Ammerman, Israel Powell, Brad Maitland, Forrest Cyr, Robert Kelash, Karen Schleko, Rome Stonestrom, Jeff Dotseth, John Przymus, Jamison Jensen, Judy Wall, Shawn Zimmerman, John Monroe, Pat Thielen, LuAnn Veurink, Joe Christenson, Gary Veurink, Kelly Steener, Mary Stimmler, Shari Billings, Kathleen Harvey Johnson, Roxanne Gerads, Bill Nelsen, Jere Day, Scott Nord, Troy Weidner, Kari and Andy Grulke, Gene and Shannon Powell, Dan and Sue Drury.

Approval of the Agenda

On a motion by Gahm and seconded by Johnson, the agenda was approved. Motion carried unanimously.

Consent Agenda

Motion by Johnson, second by Gahm, to approve the consent agenda items as follows:

a) Minutes of the December 21, 2017 City Council Meeting
b) Bills for Payment
c) Approval of Treasurer's Report
d) Resolution 18-01 Annual Appointments
e) Resolution 18-02 Outdoor Recreation Grant Program
f) Resolution 18-03 Write off NSF and Account Closed Checks
g) Resolution 18-04 Personnel Policy update Section 3 and Section 9
h) Resolution 18-05 End of Year 2017 Budget Adjustments

Citizens Forum-

Certificate of Appreciation to Don Stobb for all the work he has done at Rec Park maintaining the baseball fields.

Jerry Day was present to thank the council and manager for the repairs that were done to the garage door, and also to inform the council that they will be doing the skylight and the front doors improvements. Jerry also asked that the yard had been dug up due to a line that broke and asked that it be repaired in the spring.

Kelly Jo Herwig represented herself as the Chairwoman for the Republican House District 15A. Kelly reviewed with council and the public the concerns of the rental ordinance. Kelly stated that she has passed the concerns over to the State Representatives and claimed that she has emailed a representative and stated she was working late at the legislature and her expression is that it is a bad idea even if there is a good reason for it. Kelly continued to make her statement in opposition of the rental ordinance. Forrest Sinclair of the Realtors Association read a statement in opposition of the rental ordinance.

Mayor Pedersen asked him how many of those communities in St. Paul have this ordinance. Forest stated that there are many cities that have rental licensure requirements and that it is really getting down to the code and what works best for Milaca. Mayor Pedersen stated we are already doing that with the committee that was set up.

Public Hearing – none

Requests and Communications-

Ordinances and Resolutions-Tabled no action taken.

Reports of Departments, Boards and Commissions
Police Department- Council reviewed the monthly report.

Parks Commission- Mayor Pedersen reported on the park commission meeting.

Public Works Department- Council reviewed the activity report. Verizon Wireless requested to use the city pole for the purpose of mini towers within our city right of ways. Verizon has selected 3 locations within the city. Upon a motion by Gahm and seconded by Johnson, Verizon is given permission to use the poles selected in the right of way. Motion carried unanimously.

Liquor Store- No activity to report.

Economic Development Commission- No meeting in December.

Fire Department- Review of appointments

Airport Commission- Resolution 18-06 Land Acquisition. A motion was introduced by Johnson and seconded by Muller for the approval to proceed with the land acquisition for 6.53 acres. Motion carried unanimously.

MCAT – Mayor Pedersen stated that we will have a leadership session on January 25th at the MAC center.

Joint Powers Board with City of Braham; No meeting.

Safety Committee- Review Minutes.

Unfinished Business
New Business- Temporary Liquor License- Jiggers- The license is approved upon a motion by Muller and seconded by Gahm. Motion carried unanimously.

Council Comments
Mayor Pedersen asked the council for comments:
Council member Johnson- no comments
Council member Muller wants to get goals established for the rental committee.
Council member Gahm- no comments

Adjourn
With no other business presented before the council, a motion to adjourn was made by Muller, seconded by Gahm, all present voted in favor and the meeting adjourned at 7:14 p.m.
Motion carried unanimously.

Mayor Harold Pedersen

ATTEST

City Manager Tammy Pfaff

CITY OF MILACA
Check Summary Register
10100 General Bank - ACH

	Name	Check Date	Check Amt	Description
Paid Chk# 818017E	EFTPS-STATE TAXPAYMENT	1/23/2018	$1,936.07	STATE W/H
Paid Chk# 818018E	EFTPS-STATE TAXPAYMENT	1/23/2018	$146.50	STATE W/H
Paid Chk# 818025E	EFTPS-STATE TAXPAYMENT	2/5/2018	$1,876.22	STATE W/H
Paid Chk# 818026E	EFTPS-STATE TAXPAYMENT	2/5/2018	$146.50	STATE W/H
Paid Chk# 818033E	CENTERPOINT ENERGY	2/19/2018	$4,279.94	NATURAL GAS
Paid Chk# 818034E	EAST CENTRAL ENERGY	2/7/2018	$12,271.69	ELECTRIC
Paid Chk# 818035E	MILACA LOCAL LINK	2/20/2018	$306.16	PHONE SERVICE
Paid Chk# 818036E	INCONTACT INC	2/28/2018	$99.27	LONG DISTANCE SERVICE
Paid Chk# 818037E	MIDCONTINENT COMMUNICATIONS	2/8/2018	$65.00	INTERNET-FEB
	Total Checks		**$21,127.35**	

CITY OF MILACA
Check Summary Register
10100 General Bank - Checks

	Name	Check Date	Check Amt	Description
Paid Chk# 043916	AMAZON	1/23/2018	$632.40	CREDIT-TREASURER
Paid Chk# 043917	BLUE CROSS BLUE SHIELD OF MINN	1/23/2018	$12,773.31	MEDICAL INSUR-FEB 2018
Paid Chk# 043918	DELTA DENTAL OF MINNESOTA	1/23/2018	$30.45	PED DENTAL-FEB 2018
Paid Chk# 043919	DEPUTY REGISTRAR #093	1/23/2018	$5,176.75	MV TAX/TITLE FEES-06 MACK PLOW
Paid Chk# 043920	FAMILY HERITAGE LIFE INS CO	1/23/2018	$135.00	SUPPL LIFE INS - JAN 2018
Paid Chk# 043921	L.E.L.S.	1/23/2018	$245.00	POLICE UNION DUES-FEB 2018
Paid Chk# 043922	MN BENEFIT ASSOCIATION	1/23/2018	$572.08	LIFE/DENTAL-FEB 2018
Paid Chk# 043923	MN COMPUTER SYSTEMS, INC.	1/23/2018	$25.63	COPIER MAINTENANCE-DEP REG
Paid Chk# 043924	UNUM LIFE INSURANCE CO	1/23/2018	$575.48	LIFE, STD, LTD-FEB 2018
Paid Chk# 043925	VERIZON WIRELESS	1/23/2018	$1,099.18	JAN WIRELESS ROUTER/CELL PHONE
Paid Chk# 043926	VISA	1/23/2018	$1,288.56	M LIND-LICENSE RENEWAL-MN DEPT
Paid Chk# 043927	U.S. POSTAL SERVICE	1/30/2018	$243.20	JAN BILLINGS
Paid Chk# 043928	DEPUTY REGISTRAR #093	2/6/2018	$16.00	LICENSE TABS-JP
Paid Chk# 043929	FRONTIER	2/7/2018	$860.12	PHONE SVC-WATER
Paid Chk# 043930	JIM'S MILLE LACS DISPOSAL	2/7/2018	$179.12	GARBAGE-PARKS
Paid Chk# 043931	MILACA BLDG CENTER	2/7/2018	$257.33	SHOP SUPPLIES-PW
Paid Chk# 043932	MN PUBLIC FACILITIES AUTHORITY	2/7/2018	$7,982.20	WATER TRMT FACILITY-INTEREST
Paid Chk# 043933	MN STATE FIRE CHIEFS ASSOC	2/7/2018	$285.00	2018 ALEX FOS TRNG-ZIEGLER
Paid Chk# 043934	ST. CLOUD STATE UNIVERSITY	2/7/2018	$278.50	MCFOA ANNL CONF-T PFAFF
Paid Chk# 043935	ALL STAR TROPHY & AWARDS, INC.	2/15/2018	$90.00	AGUILERA-PLAQUE
Paid Chk# 043936	AMERICAN LEGAL PUBLISHING COF	2/15/2018	$450.00	INTERNET ORDINANCE CODE RENEWA
Paid Chk# 043937	AMERIPRIDE	2/15/2018	$132.70	RUGS-LIBRARY
Paid Chk# 043938	ASPEN MILLS	2/15/2018	$233.72	UNIFORMS
Paid Chk# 043939	AW RESEARCH LABORATORIES	2/15/2018	$63.00	TESTING-WATER
Paid Chk# 043940	BAN-KOE SYSTEMS, INC.	2/15/2018	$330.00	FIRE ALARM SYSTEM
Paid Chk# 043941	BATTERY PRODUCTS INC	2/15/2018	$273.76	MINOR EQUIP-FIRE
Paid Chk# 043942	BEAUDRY OIL & PROPANE CO.	2/15/2018	$93.60	HYDRAULIC OIL-PW
Paid Chk# 043943	BILLINGS SERVICE	2/15/2018	$1,562.00	TIRE REPAIR-PD
Paid Chk# 043944	BILLINGS, CRAIG	2/15/2018	$20.00	REIMB-DRILL/TAP HOLE VALVE HAN
Paid Chk# 043945	CHADER BUSINESS EQUIPMENT	2/15/2018	$484.00	RECORDER-POLICE
Paid Chk# 043946	CHAPMAN'S AUTO REPAIR LLC	2/15/2018	$915.84	REPAIR 2001 DODGE-PARKS
Paid Chk# 043947	CONSLIDATED PLASTICS CO INC	2/15/2018	$408.37	FATIGUE MAT-DEP REG
Paid Chk# 043948	CORE & MAIN LP	2/15/2018	$909.41	CLAMP-WATER
Paid Chk# 043949	CORNER MART	2/15/2018	$1,770.19	GAS-POLICE
Paid Chk# 043950	CRAWFORDS EQUIPMENT	2/15/2018	$206.53	CONTROL CABLE-BOBCAT SWEEPER-P
Paid Chk# 043951	CUSTOM FIRE APARATUS	2/15/2018	$53.57	HANDWHEEL-FIRE
Paid Chk# 043952	DEPUTY REGISTRAR #093	2/15/2018	$176.00	LICENSE TABS-
Paid Chk# 043953	DOVE FRETLAND PLLP	2/15/2018	$3,575.00	CIVIL RETAINER-JAN
Paid Chk# 043954	E.C.M. PUBLISHERS, INC.	2/15/2018	$174.15	HELP WANTED-POLICE SECR
Paid Chk# 043955	EAST CENTRAL ENERGY	2/15/2018	$21,660.00	FIRE HALL LOAN PMT-AMB ADDTN-I
Paid Chk# 043956	EMERGENCY RESPONSE SOLUTION	2/15/2018	$6,198.78	SCBA PURCHASE-FIRE
Paid Chk# 043957	FASTSIGNS	2/15/2018	$393.34	DECALS-MACK PLOW
Paid Chk# 043958	GK CONSULTING LLC	2/15/2018	$1,135.00	SSL CERTIFICATE
Paid Chk# 043959	GOPHER STATE ONE-CALL, INC.	2/15/2018	$50.00	ANNUAL FEE
Paid Chk# 043960	GRANITE ELECTRONICS	2/15/2018	$120.00	RADIO REPAIR-FIRE
Paid Chk# 043961	GRANITE LEDGE ELECTRICAL	2/15/2018	$594.71	TRIMBLE PARK-PHOTO EYE REPAIR
Paid Chk# 043962	H & L MESABI	2/15/2018	$115.29	PLOW PARTS-PW

CITY OF MILACA
Check Summary Register
10100 General Bank - Checks

	Name	Check Date	Check Amt	Description
Paid Chk# 043963	HABERMAN, DIONNE	2/15/2018	$159.12	JAN 18 OGILVIE MILEAGE
Paid Chk# 043964	HACH COMPANY	2/15/2018	$113.55	TESTING SUPPLIES
Paid Chk# 043965	HEARTLAND GLASS CO., INC.	2/15/2018	$423.00	BLDG DOOR REPAIR-CITY HALL
Paid Chk# 043966	HY-TECH AUTOMOTIVE	2/15/2018	$285.32	SQUAD 11 MAINTENANCE
Paid Chk# 043967	INITIATIVE FOUNDATION	2/15/2018	$3,100.00	2018 CONTRIBUTION
Paid Chk# 043968	K.E.E.P.R.S.	2/15/2018	$212.99	UNIFORM-FISHER
Paid Chk# 043969	KIRKEBY, GARY	2/15/2018	$32.00	REIMB-MDH CLASS C LICENSE APPL
Paid Chk# 043970	KOCH'S HARDWARE HANK	2/15/2018	$799.23	SUPPLIES-WATER
Paid Chk# 043971	LAKE ASSOCIATES	2/15/2018	$14,142.39	DEVELOPERS 90%-TIF2-6 (75)
Paid Chk# 043972	LEAGUE OF MINNESOTA CITIES	2/15/2018	$540.00	PATROL TRNG-POLICE
Paid Chk# 043973	LEAGUE OF MN CITIES INSUR TRST	2/15/2018	$920.00	JOINT POWERS
Paid Chk# 043974	M.D.R.A.	2/15/2018	$278.00	2018 DUES - #093
Paid Chk# 043975	M.E. PLUMBING & HEATING	2/15/2018	$425.00	PD GARAGE-HEAT REPAIR
Paid Chk# 043976	MACQUEEN EQUIPMENT	2/15/2018	$1,477.04	PARTS-PW
Paid Chk# 043977	MED-COMPASS, INC.	2/15/2018	$1,741.00	17 SCBA EXAMS/22 FIT TESTS
Paid Chk# 043978	MIDWEST MACHINERY CO.	2/15/2018	$1,882.79	GENERATOR-FIRE
Paid Chk# 043979	MILACA AUTO VALUE	2/15/2018	$377.33	PARTS-PARKS
Paid Chk# 043980	MILACA CHAMBER OF COMMERCE	2/15/2018	$660.65	LODGING TAX-DEC 17
Paid Chk# 043981	MILLE LACS COUNTY PUBLIC WORK	2/15/2018	$6,925.00	RIGHT OF WAY PERMIT
Paid Chk# 043982	MILLE LACS CO. SHERIFF	2/15/2018	$68.00	SQUAD PHONE FACTORS
Paid Chk# 043983	MILLE LACS COUNTY DAC	2/15/2018	$530.30	CLEANING SVCS - DEC 2017
Paid Chk# 043984	MN COMPUTER SYSTEMS, INC.	2/15/2018	$33.71	COPIER MAINTENANCE-DEP REG
Paid Chk# 043985	MN DEPT OF TRANSPORTATION (3)	2/15/2018	$1,764.95	PARK SIGNS
Paid Chk# 043986	MN RURAL WATER ASSOC	2/15/2018	$973.80	MEMBERSHIP DUES
Paid Chk# 043987	MTI DISTRIBUTING	2/15/2018	$102.16	PARTS-PW
Paid Chk# 043988	MURPHY CHEVROLET	2/15/2018	$694.40	SQUAD 12 REPAIR
Paid Chk# 043989	NELSON, RACHELLE	2/15/2018	$29.00	REIMB-MTG JIGGERS-TCI
Paid Chk# 043990	PRINCETON RENTAL, INC.	2/15/2018	$179.95	DIAMOND BLADE 14'-PW
Paid Chk# 043991	QUALITY FLOW SYSTEMS	2/15/2018	$1,001.50	LIFT PUMP REPAIR
Paid Chk# 043992	QUILL CORPORATION	2/15/2018	$140.88	CLEANING SUPPLIES-CITY
Paid Chk# 043993	RDT PROPERTIES LLC	2/15/2018	$17,968.69	DEVELOPER 90%-TIF4-10(77)
Paid Chk# 043994	SELECT ACCOUNT	2/15/2018	$487.10	HSA ANNUAL ACCT FEES
Paid Chk# 043995	ST. CLOUD REFRIGERATION	2/15/2018	$38,407.00	FLUSH BOILER-LIBRARY
Paid Chk# 043996	STANTEC	2/15/2018	$437.25	2017 SEWER LINING
Paid Chk# 043997	SYN-TECH SYSTEMS INC	2/15/2018	$33.75	FUEL SYSTEM SUPPORT CALL
Paid Chk# 043998	TEN HAKEN, MICHAEL	2/15/2018	$45.43	REMINB MEALS-ROUGH CUT-TCI GRA
Paid Chk# 043999	TIMMER IMPLEMENT	2/15/2018	$59.98	PARTS-PW
Paid Chk# 044000	TOTAL CONTROL SYSTEMS, INC.	2/15/2018	$903.27	LIFT STATION PARTS
Paid Chk# 044001	VANDERPLAATS, BETH	2/15/2018	$27.38	REIMB TCI MEALJIGGERS 1/10
Paid Chk# 044002	VOLLEYBALL USA	2/15/2018	$1,800.22	POLES/NETS-PARKS
Paid Chk# 044003	WEINREICH, JACOB	2/15/2018	$32.00	REIMB-MDH CLASS D LICENSE APPL
	Total Checks		**$175,059.40**	

CITY OF MILACA
Check Summary Register
10900 Liquor Bank - ACH

	Name	Check Date	Check Amt	Description
Paid Chk# 918006E	EAST CENTRAL ENERGY	2/8/2018	$1,779.72	ELECTRIC
Paid Chk# 918007E	CENTERPOINT ENERGY	2/12/2018	$642.09	NATURAL GAS
Paid Chk# 918008E	MN DEPT OF REVENUE	2/19/2018	$14,560.00	LIQUOR SALES TAX
Paid Chk# 918009E	MILACA, CITY OF (WATER/SEWER)	2/15/2018	$27.40	WATER/SEWER
Paid Chk# 918010E	HIBU	2/8/2018	$129.99	WEB HOSTING-
	Total Checks		**$17,139.20**	

CITY OF MILACA
Check Summary Register
10900 Liquor Bank - Checks

	Name	Check Date	Check Amt	Description
Paid Chk# 024327	VIKING BOTTLING CO.	1/18/2018	$470.10	NA
Paid Chk# 024328	AMAZON	1/23/2018	$185.73	PRINTER TONER
Paid Chk# 024329	VERIZON WIRELESS	1/23/2018	$41.52	JAN DIGITAL SIGN
Paid Chk# 024330	ARTISAN BEER COMPANY	2/1/2018	$32.00	BEER
Paid Chk# 024331	BELLBOY CORP.	2/1/2018	$2,094.50	LIQUOR
Paid Chk# 024332	BERNICKS	2/1/2018	$2,512.91	NA
Paid Chk# 024333	BREAKTHRU BEVERAGE MN	2/1/2018	$5,392.12	LIQUOR
Paid Chk# 024334	BROOKVIEW WINERY	2/1/2018	$192.00	WINE
Paid Chk# 024335	C & L DISTRIBUTING CO.	2/1/2018	$28,951.28	BEER
Paid Chk# 024336	DAHLHEIMER DISTRIBUTING CO.	2/1/2018	$25,958.75	NA
Paid Chk# 024337	FRONTIER	2/1/2018	$143.90	FEB PHONE SVC
Paid Chk# 024338	J.J. TAYLOR DIST OF MN	2/1/2018	$175.10	DELIVERY
Paid Chk# 024339	JOHNSON BROTHERS LIQUOR CO.	2/1/2018	$18,372.88	DELIVERY
Paid Chk# 024340	LUPULIN BREWING	2/1/2018	$117.00	BEER
Paid Chk# 024341	MCDONALD DISTRIBUTING	2/1/2018	$229.40	WINE
Paid Chk# 024342	NORTHERN HOLLOW WINERY	2/1/2018	$112.56	WINE
Paid Chk# 024343	PAUSTIS WINE CO.	2/1/2018	$814.11	WINE
Paid Chk# 024344	PHILLIPS WINE AND SPIRITS	2/1/2018	$6,481.96	LIQUOR
Paid Chk# 024345	SOUTHERN GLAZERS OR MN	2/1/2018	$5,435.19	DELIVERY
Paid Chk# 024346	TDS MEDIA DIRECT INC	2/1/2018	$100.00	ADVERTISING
Paid Chk# 024347	TKO WINES INC	2/1/2018	$645.60	WINE
Paid Chk# 024348	WINE MERCHANTS	2/1/2018	$222.30	DELIVERY
Paid Chk# 024349	JIM'S MILLE LACS DISPOSAL	2/8/2018	$77.22	REFUSE COLLECTION
Paid Chk# 024350	AMERICAN BOTTLING CO.	2/15/2018	$166.46	NA
Paid Chk# 024351	AMERIPRIDE	2/15/2018	$168.68	RUGS
Paid Chk# 024352	CRYSTAL SPRINGS ICE	2/15/2018	$229.84	ICE
Paid Chk# 024353	GRANITE CITY JOBBING	2/15/2018	$5,741.51	DELIVERY
Paid Chk# 024354	KOCH'S HARDWARE HANK	2/15/2018	$117.22	SUPPLIES
Paid Chk# 024355	M. AMUNDSON LLP	2/15/2018	$3,406.80	MISC
Paid Chk# 024356	MILLER TRUCKING INC.	2/15/2018	$40.04	DELIVERY
Paid Chk# 024357	ST. CLOUD REFRIGERATION	2/15/2018	$330.18	HVAC MAINTENANCE
Paid Chk# 024358	VIKING BOTTLING CO.	2/15/2018	$375.60	NA
	Total Checks		**$109,334.46**	

CITY OF MILACA

Council Monthly Budget Report

January 2018

DEPT Descr	2018 YTD Budget	2018 YTD Amt	Balance	2018 % of Budget Remain
Airport	$104,900.00	$6,428.77	$98,471.23	93.87%
Assessing	$10,600.00	$0.00	$10,600.00	100.00%
Auditing	$6,500.00	$0.00	$6,500.00	100.00%
Building Inspection	$48,495.00	$46,276.79	$2,218.21	4.57%
City Attorney	$45,000.00	$3,575.00	$41,425.00	92.06%
City Hall	$278,300.00	$27,251.84	$251,048.16	90.21%
City Manager	$28,375.00	$2,935.73	$25,439.27	89.65%
Council	$12,600.00	$581.79	$12,018.21	95.38%
Elections	$3,000.00	$0.00	$3,000.00	100.00%
Fire Dept.	$125,590.00	$15,674.66	$109,915.34	87.52%
Historical Society	$19,500.00	$413.99	$19,086.01	97.88%
Liaison Officer	$78,040.00	$8,858.58	$69,181.42	88.65%
Libraries	$27,810.00	$6,692.14	$21,117.86	75.94%
Ogilvie	$61,920.00	$7,012.83	$54,907.17	88.67%
Parks	$123,415.00	$12,261.71	$111,153.29	90.06%
Planning Comm.	$1,000.00	$0.00	$1,000.00	100.00%
Police Dept.	$507,720.00	$54,969.70	$452,750.30	89.17%
Public Works	$390,760.00	$112,519.14	$278,240.86	71.21%
Recreation	$2,500.00	$1,920.36	$579.64	23.19%
Treasurer	$28,975.00	$2,951.61	$26,023.39	89.81%
Unallocated	$7,200.00	$3,100.00	$4,100.00	56.94%
	$1,912,200.00	$313,424.64	$1,598,775.36	83.61%

RESOLUTION NO. 18-07

RESOLUTION MODIFYING TAX INCREMENT FINANCING DISTRICT NO. 2-6
TO AMEND THE DISTRICT BOUNDARIES

WHEREAS:

A. On June 19, 1997, the City of Milaca, Minnesota (the "City") approved the creation of Tax Increment Financing District No. 2-6 in the City consisting of a single tax parcel; and

B. On November 18, 1999, the City modified the Plan to add one additional parcel and project.

C. The City now proposes to remove one of the two parcels included in TIF District No. 2-6 at its original net tax capacity.

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

1. The City hereby directs the removal of the following parcel from TIF District 2-6 effective for taxes payable in 2018 and later:

   Lot 4, Block 3, Milaca Industrial Park

   After this removal, the only remaining parcel in TIF District No. 2-6 is:

   Lot 3, Block 3, Milaca Industrial Park

2. Certification. The Auditor of Mille Lacs County is requested to *revise* the original net tax capacity of Tax Increment Financing District No. 2-6 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 15th day of February, 2018.

ATTEST

Mayor Harold Pedersen

City Manager Tammy Pfaff

Rev. 1/07

RESOLUTION 18-08

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the **City of Milaca** as follows:

1. That the state of Minnesota Agreement No. **1030517**,

   "Grant Agreement for Airport Improvement Excluding Land Acquisition," for

   State Project No. **A4801-34** at the **Milaca Municipal Airport** is accepted.

2. That the Mayor (Title) and City Manager (Title) are

   authorized to execute this Agreement and any amendments on behalf of the

   City of Milaca.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF Mille Lacs

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

City of Milaca
(Name of the Recipient)

at an authorized meeting held on the 15th day of February, 20 18

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL /OR/ _____
NOTARY PUBLIC

My Commission Expires: _____

GRANT AGREEMENT FOR AIRPORT IMPROVEMENT AND LAND ACQUISITION

This Agreement is by and between the State of Minnesota acting through its Commissioner of Transportation ("State"), and the **City of Milaca** ("Recipient").

WHEREAS, the Recipient desires the financial assistance of the State for an airport improvement project ("Project") as described in Article 2 below; and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 (subdivisions 13 & 14) and 360.305 to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, or maintenance of airports and other air navigation facilities; and

WHEREAS, the Recipient has provided the State with the plans, specifications, and a detailed description of the airport improvement Project; and

WHEREAS, the Recipient desires to acquire land and/or easements described in Exhibit A attached hereto ("Property") for airport development.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect until **June 30, 2021**.

2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

Item Description	Federal Share	State Share	Local Share
Land Acquisition - Phase I - Appraisal	0%	95%	5%

3. The Project costs will not exceed **$ 21,700.00**. The proportionate shares of the Project costs are: Federal: Committed: **$ 0.00**, Multi-Year Amount: **$ 0.00;** State: **$ 20,615.00**, and Recipient: **$ 1,085.00**. This project is not estimated to be completed this fiscal year and the federal multiyear amount is an estimate only. These additional funds are not committed by the state and are only available after being made so by the U.S. government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.

4. The Recipient will designate a registered engineer (the "Project Engineer") to oversee the Project work. If, with the State's approval, the Recipient elects not to have such services performed by a registered engineer, then the Recipient will designate another responsible person to oversee such work, and any references herein to the "Project Engineer" will apply to such responsible person.

5. The Recipient will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference. Any changes in the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Recipient, the Project Engineer, and the contractor. Change orders must be submitted to the State. Subject to the availability of funds the State may prepare an amendment to this Agreement to reimburse the Recipient for the allowable costs of qualifying change orders.

6. The Recipient will make payments to its contractor on a work-progress basis. The Recipient will submit requests for reimbursement of certified costs to the State on state-approved forms. The State will reimburse the Recipient for the state and federal shares of the approved Project costs.

   a. At regular intervals, the Recipient or the Project Engineer will prepare a partial estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). Partial estimates must be completed no later than one month after the work covered by the estimate is completed. The Project Engineer and the contractor must

certify that each partial estimate is true and correct, and that the costs have not been included on a previous estimate.

b. Following certification of the partial estimate, the Recipient will make partial payments to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).

c. Following certification of the partial estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A copy of the partial estimate must be included with the Recipient's request for payment. Reimbursement requests and partial estimates should not be submitted if they cover a period in which there was no progress on the Project.

d. Upon completion of the Project(s), the Recipient will prepare a final estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). The final estimate must be certified by the Recipient, Project Engineer and the contractor.

e. Following certification of the final estimate, the Recipient will make final payment to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).

f. Following certification of the final estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A request for final payment must be submitted to the State along with those project records required by the State.

7. For a Project which involves the purchase of equipment, the Recipient will be reimbursed by the State in one lump sum after the Recipient: (1) has acquired both possession and unencumbered title to the equipment; and (2) has presented proof of payment to the State, and (3) a certificate that the equipment is not defective and is in good working order. The Recipient will keep such equipment, properly stored, in good repair, and will not use the equipment for any purpose other than airport operations.

8. If the Project involves force-account work or project donations, the Recipient must obtain the written approval of the State and Federal Aviation Administration (FAA). Force-account work performed or project donations received without written approval by the State will not be reimbursed under this Agreement. Force-account work must be done in accordance with the schedule of prices and terms established by the Recipient and approved by the State.

9. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (g) (1), the Recipient will operate its airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Recipient receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. The Recipient will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property, which is purchased or improved with State aid funds without prior written approval from the State. If the State approves such transfer or change in use, the Recipient must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

10. This Agreement may be terminated by the Recipient or State at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Recipient as set forth in this Agreement. In the event of such a termination, the Recipient will be entitled to reimbursement for eligible expenses incurred for work satisfactorily performed on the Project up to the date of termination. The State may immediately terminate this Agreement if it does not receive sufficient funding from the Minnesota Legislature or other funding source, or such funding is not provided at a level sufficient to allow for the continuation of the work covered by this Agreement. In the event of such termination, the Recipient will be reimbursed for work satisfactorily performed up to the effective date of such termination to the extent that funds are available. In the event of any complete or partial state government shutdown due to a failure to have a budget approved at the required time, the State may suspend this Agreement, upon notice to the Recipient, until such government shutdown ends, and the Recipient assumes the risk of non-payment for work performed during such shutdown.

11. Pursuant to Minnesota Rules 8800.2500, the Recipient certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Recipient has the legal authority to engage in the Project as proposed.

12. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the Recipient will maintain such records and provide such information, at the request of the State, so as to permit the Department of Transportation, the Legislative Auditor, or the State Auditor to examine those books, records, and accounting procedures and practices of the Recipient relevant to this

Agreement for a minimum of six years after the expiration of this Agreement.

13. The Recipient will save, defend, and hold the State harmless from any claims, liabilities, or damages including, but not limited to, its costs and attorneys' fees arising out of the Project which is the subject of this Agreement.

14. The Recipient will not utilize any state or federal financial assistance received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Recipient from utilizing these funds to pay any party who might be disqualified or debarred after the Recipient's contract award on this Project.

15. All contracts for materials, supplies, or construction performed under this Agreement will comply with the equal employment opportunity requirements of Minnesota Statutes Section 181.59.

16. The amount of this Agreement is limited to the dollar amounts as defined in Article 3 above. Any cost incurred above the amount obligated by the State is done without any guarantee that these costs will be reimbursed in any way. A change to this Agreement will be effective only if it is reduced to writing and is executed by the same parties who executed this Agreement, or their successors in office.

17. The State will reimburse the Recipient for the state and federal share of the approved acquisition and relocation costs after the Recipient provides the following documentation to the State:

    a. A survey, satisfactory to the State, performed by a registered land surveyor and which shows the location of the Property.

    b. A written appraisal report and review appraisal showing the fair market value of the Property. The report must (1) be satisfactory to the State, and (2) conform to the Uniform Relocation Assistance requirements of Minnesota Statutes Section 117.52, and (3) be prepared by a licensed real estate appraiser approved by the State. For parcels less than $10,000 in value the Recipient may prepare a waiver valuation.

    c. Copies of recorded conveyance instruments for all property interests acquired. These instruments must be satisfactory to the State.

    d. Proof of payment, satisfactory to the State, showing the Recipient's amount and date of payment, name of payee, and purpose of payment. If an administrative settlement is made, written justification supporting such a settlement must be submitted.

    e. The Recipient's attorney's written opinion or proof of title insurance, satisfactory to the State, showing that the Recipient has valid fee simple absolute title to, or valid easement over, the Property acquired. In the case of an easement, the opinion must also show the fee simple ownership and the Recipient's valid easement. The easement must be superior to interests held by others, and their interests must be shown in the title opinion.

    f. Satisfactory evidence or certification by the appropriate municipal official that the Recipient has complied with Minnesota Statutes Section 117.52 in any property acquisition under this Agreement.

18. The acquisition costs include an estimated amount to purchase the necessary Property based on appraised values. In the event that the Recipient chooses to acquire the Property by administrative settlement or eminent domain and the total cost of acquisition is more than the estimated amount, the State and the Recipient may enter into an amendment of this Agreement to provide for such additional costs that are incurred in such eminent domain proceedings, but the State has no obligation to do so.

19. The State will evaluate the reasonableness of the acquisition costs in relation to the size and adequacy of the property and the type of property interests acquired. The State reserves the right to limit payment of acquisition costs to those costs determined by the State, in its sole discretion, to be reasonable.

20. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (g) (2), land purchased under this Agreement will be used for airport purposes for a period of 99 years from the date the Recipient receives final reimbursement under this Agreement. The obligations imposed by this clause survive the expiration or termination of this Agreement. If the Property is no longer used for airport purposes, the Recipient will reimburse the State an amount equal to the State's proportionate share of the appraised fair market value of the Property as of the time of such change in use. The State's proportionate share will be equal to the percentage at which the state participated in the original purchase of the property.

21. For projects that include consultant services, the Recipient and its consultant will conduct the services in accordance with the work plan indicated in the Recipient's contract for consultant services, which shall be on file with the State's Office of Aeronautics. The work plan is incorporated into this Agreement by reference. The Recipient will confer on a regular basis with the State to coordinate the design and development of the services.

22. The parties must comply with the Minnesota Government Data Practices Act, as it relates to all data provided to or by a party pursuant to this Agreement.

23. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

24. For projects including federal funding, the Recipient must comply with applicable regulations, including, but not limited to, Title 14 Code of Federal Regulations, subchapter I, part 151; and Minnesota Rules Chapter 8800. The Catalog of Federal Domestic Assistance (CFDA) number for the federal Airport Improvement Program is 20.106.

25. For all projects, the Recipient must comply, and require its contractors and consultants to comply, with all federal and state laws, rules, and regulations applicable to the work. The Recipient must advertise, let, and award any contracts for the project in accordance with applicable laws. The State may withhold payment for services performed in violation of applicable laws.

26. Under this Agreement, the State is only responsible for receiving and disbursing federal and state funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT Purchase Order: _____

Recipient

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Commissioner, Minnesota Department of Transportation

By: _____
Director, Office of Aeronautics

Date: _____

Office of Financial Management-Grant Unit
Agency Grant Supervisor

By: _____

Date: _____

Mn/DOT Contract Management

as to form & execution

By: _____

Date: _____

RESOLUTION NO. 18–09

RESOLUTION ACCEPTING DONATIONS

WHEREAS, The City of Milaca is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, The following persons and entities have offered to contribute the cash amounts set forth below to the city:

Name of Donor	Amount
Verizon	$223.00

WHEREAS, All such donations have been contributed to assist the city Fire Department in the establishment and operations of facilities and programs, as allowed by law; and

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

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

1. The donations described above are accepted and shall be used to establish and operate the facilities and programs either alone or in cooperation with others, as allowed by law.

2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted this 15th day of February, 2018.

_____
Mayor Harold Pedersen

ATTEST

_____
Tammy Pfaff, City Manager

City of Milaca

255 First Street East
Milaca, MN 56353

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

www.cityofmilaca.org

School Board Recognition Week

WHEREAS, the City of Milaca recognizes the importance of public education in our community; and

WHEREAS, the City of Milaca appreciates the vital role played by those individuals who, as local school board members, establish policies to ensure an efficient, effective school system; and

WHEREAS, school board members serve as a voice that enables our community to preserve local management and control of our public schools; and

WHEREAS, school board members are charged with representing our local education interests to state and federal government and ensuring compliance with state and federal law; and

WHEREAS, school board members selflessly devote their knowledge, time and talents as advocates for our schoolchildren;

WHEREAS, local school board members are strong advocates for public education and responsible for communicating the needs of the school district to the public and the public's expectations to the district;

NOW THEREFORE, BE IT RESOLVED, that the City of Milaca recognizes and salutes the members of the Milaca Public Schools School Board by proclaiming February 19-23, 2018, as School Board Recognition Week.

Mayor Pete Pedersen

Milaca Police Department

JANUARY Monthly Report

3	911 Hang Up
5	Accident
23	Agency Assist
8	Alarm
0	Animal
5	Assault
1	Burglary
3	CDTP
1	Child Custody
1	Child Neglect
1	Civil Issue
1	Community Contact
3	CSC Investigation
2	DANCO Violation
1	Death Investigation
7	Disturbance
4	Domestic
3	Driving Complaint
3	Drugs
10	Family Services Referral
1	Fire
2	Found Property
1	Frady/Forgery/Scam
1	Funeral Escort
0	Garbage Dumping
1	Gas Drive Off
8	Harassment Complaint
9	Icr Misc
7	Juvenile Complaint
6	Lockout
41	Medical
1	Missing Juvenile
2	Motoris Assist
1	Noise Complaint
1	OFP Violation
50	Parking Complaint
3	Property Exchange
1	Property Watch
14	Public Assist
0	Recovered Property
3	Remove Unwanted
1	Suicidal Party
22	Suspicious Activity
14	Theft
20	Traffic
0	Traffic Complaint
1	Vulnerable Adult Report
2	Warrant Arrest
11	Welfare Check
0	Zoning Violation

Total ICR's : 311	
Training	10hr
Park Incidents	1
Citations	2
Traffic Stops	20
Parking Citaitons	49

Date: 2/12/18 Created by: Chief Todd C. Quaintance

Milaca

Public Works

320-983-6457

Public Works Supervisors Report for December-January

Public Works:

- 4 water main breaks so far.
- Ordered 577 new street signs to finish replacement of all city signs.
- Finished water plant maintenance.
- Moved truck lift to a different garage stall to make it more useful.
- Reinstall pump in main lift station after it was rebuilt.
- Continued equipment maintenance.

Parks:

- Assembled 8 new aluminum picnic tables. Ordered and will begin assembling 8 more.
- Maintain hockey rink and free skate.
- Added sound system to Gorecki building.

Mechanics:

- Finished assembling sweeper after winter maintenance.
- Had DOT inspection done on F-550, needed replacing of both leaf springs.
  (This truck was not DOT inspected in the past which could have resulted in fines, all trucks are now in compliance)

Airport:

- Plowed runway 2 times

CITY OF MILACA
ON-CALL USE OF CITY VEHICLES POLICY
PUBLIC WORKS DEPARTMENT

Public Works employees will be allowed to take City vehicles home to respond to public works emergencies/Incidents only during the week that they are scheduled to be on-call.

The City's LMCIT liability coverage on the vehicle will cover the employee to drive a City vehicle provided the use is within the scope of what the City has authorized. The on-call use of City vehicles is only for the Public Works Department when they are scheduled to be on-call. LMCIT will also cover the City for any liability the City incurs resulting from the use of the vehicle.

It's especially important the employee understands the following:

- When responding to a public works emergency/incident while on-call, the vehicle may only be driven to and from the emergency/incident site.
- The City does not allow any personal use of the City vehicle.
- Family members are not allowed to drive or ride in the City vehicle.
- The employee is expected to obey all traffic laws while operating the City vehicle.
- The employee must not operate the vehicle after any consumption of alcohol or controlled substances.

Failure to adhere to this policy will result in disciplinary action being taken.

This policy must remain in every City-owned vehicle.

ACKNOWLEDGEMENT OF RECEIPT OF POLICY

I acknowledge that I have read and understand this policy and have received a copy.

_____ _____

Employee Signature Date

Milaca Economic Development C omission

January 22, 2018 7:30 City Hall

Call Meeting to order – 7:35

Secretary's Report
Tim Truebenbach summarized the minutes from November (we did not meet in December). The meeting minutes were approved as submitted.

Old Business

Available Industrial properties for future industrial park. Tammy visited with prospective properties and have run into none that are within the price range of amount available. A discussion ensued regarding possible other properties around the city. The group identified some areas on the southeast side of the city limits. Tammy will research and send letters to the property owners expressing interest.

Draft of Industrial Park Sign
Tammy shared a draft copy of a sign facing north so that south bound traffic traveling on 169 can see the sign. It will have a banner on it that can be changed to advertise community events. Tammy is also looking into a location and northbound side as well.

New Business

Tim Truebenbach presented the concepts being discussed at the Public Hearing tonight. A handout was given with the concepts on them. The group reviewed each concept. A short discussion ensued on the concepts and the tax impact.

Meeting adjourned at 8:09

Next Meeting is Monday, March 19th

MILACA FIRE AND RESCUE

You are invited!

Who: Township and city board members

What: Milaca Fire Dept annual open house and meeting.

Where: Milaca Fire Hall

When: March 26th 2018, Open house at 7pm and meeting at 8pm

Please join us to tour the fire hall and have a discussion about the state of Milaca Fire and Rescue.

Sincerely,

Chris Ehlen
Secretary, Milaca Fire and Rescue

MILACA

1005 Central Ave N
Milaca, MN 56353

DOVE FRETLAND

A PROFESSIONAL LIMITED LIABILITY PARTNERSHIP

PAUL D. DOVE *
LAURA K. FRETLAND

* CERTIFIED AS A REAL PROPERTY LAW SPECIALIST BY THE MN BAR ASSOCIATION

Attorneys At Law
REPLY TO:
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Managing Attorney – Princeton Office
413 S. Rum River Drive, Suite 6
Princeton, Minnesota 55371-2005
(763) 389-2214 Ofc
(218) 259-8630 Cell
(763) 389-5506 Fax
WRITER'S DIRECT EMAIL:
E-MAIL: *dtovendfvvlaw@yahoo.com*

OF COUNSEL:
DAMIEN F. TOVEN
LORI MCLAUGHLIN

PARALEGAL - LAURA J. LINS

February 5, 2018

ATTN: Mayor and members of the City Council
City of Milaca
225 First St. E.
Milaca, MN 56353

Re: Hazardous Building Matter
File: 8585-15038

To the Mayor and members of the Milaca City Council;

You may recall, last year the City began three hazardous building actions on three properties in Milaca. Since that time, two of the properties have corrected the issues. However, there remains one property that is still a hazard; specifically, the property located at 560 5th St. SE.

Since the time we began this matter, the last survivor of the owners has passed away. I spoke with their son and neither he nor his siblings wish to have anything to do with this property and will not take any action to repair the property. I have also done a record search and determined that no one has commenced a probate action for either decedent's estates.

Therefore, if the City wishes to move forward with correcting the hazardous building, we will need to proceed with the District Court action. The City Council already passed the required resolution, and the same has been recorded with the recorder's office.

The next step is to file the action in District Court and seek an order from the Court granting the City the right to enforce. Because both owners of record have passed, I will need to ask

the Court for permission to perform service by publication. If granted, we will need to publish for about three weeks and then we can get a court date on the matter.

If all went well, and the matter proceeded uncontested, then I would hope to have a Court order within a couple of months, so the City could move forward in the Spring with correcting or removing the hazardous building.

I anticipate the City will incur filing fees and publication fees of around $600-$700. In addition, there will be legal fees and construction fees that might become due. However, any and all costs incurred by the City will be assessed against the property and collected with taxes.

On a related note, it appears the property is already delinquent on the property taxes so it may ultimately end up a tax forfeit parcel. If the City so chose, it could explore obtaining the parcel in the future and look to sell.

I will be happy to answer any additional questions asked of the council at the next meeting.

Sincerely,

Damien F. Toven

Damien F. Toven

CC; Tammy Pfaff

MINNEAPOLIS OFFICE
5881 Cedar Lake Road / Minneapolis, MN 55416
(952) 545-9000 or 1-800-343-4545 / (952) 545-1793 Fax
E-MAIL: DFVV@DFVVLAW.COM

Tammy Pfaff

From: Dustin Banks <banks.dustin@gmail.com>
Sent: Monday, January 22, 2018 6:29 AM
To: Tammy Pfaff
Subject: City of Milaca sign mock-up and price
Attachments: image1.png; ATT00001.txt

Hello Tammy.

Thank you for your patience.

The cost for the single sided sign as mocked up will be $1995.00 with installation if we can use the existing sign as a foundation to screw our new boards to. We have not surveyed the sign as of yet, so in order to know if that's possible, we would need to go take a look. If the existing sign is rotted out, and we need to install new stringers, the cost will need to be adjusted accordingly.

The main portion of the sign would be alumacore, which is your best option for outdoor signage. It is corrugated plastics on the interior, sandwiched between coated sheets of aluminum. Lightweight, durable and maintenance free.

As for the changeable message riders, $75.00 for pick up, $120.00 if we need deliver them. - these will be styrene.

Those can be double sided so you get two message changes in one shot.

Below is the last mock-up. Sign size is 16'x8'

INDUSTRIAL LOTS AVAILABLE
42 ACRES - SUBDIVIDABLE
ADJACENT TO HWY 169
CONTACT
MILACA CITY MGR
(320) 983 - 3141
Welcome to
Milaca
Home of the Milaca Wolves!
Home of HEGGIES PIZZA
REC FEST JULY 26 - 29
A GREAT PLACE TO LIVE, WORK AND PLAY!

JAN 29 2018

CITY OF MILACA SPECIAL EVENT PERMIT APPLICATION

Permit No. _____
Return to City Hall By: _____
Date of Application: 01.29.18

NAME OF SPECIAL EVENT: Long wedding reception
TYPE OF SPECIAL EVENT: Parade _____ Runs/Walks _____ Other: wedding reception
Applicant's or Organization's Name: Travis Long
Name of Contact Person: Travis long
Address: 502 3rd St N Apt 4
Princeton mn
Email Address: travisLong09.th@gmail.com
Daytime Phone: 7634829028
Evening Phone: 7634829028
Fax Phone #: _____

Other permits may be required for your event. This application will allow you to apply for the Special Event Permit along with Street Closings, Banners/Signs, and Parade Permits. All information needed for these permits are attached to this application. You must obtain a separate application for Park/Shelter Reservations, Temporary 3.2. Malt Beverage license, or Fireworks Permit.

Starting Date June 9th
Starting Time 12pm
Ending Date June 9th
Ending Time 9pm
Estimated Number of Participants Attending the Event 200
Number of Sanitary Facilities None
Sanitary Locations _____

Where will Individuals Park Parking lot

Will Security Be Provided ☐ Yes ☒ No
Explain Arrangements: _____

If using a public address system, give the location of speakers in the Band Shell

How will drinking water be provided Water Bottles

Will electricity be required, and if so, how will it be provided yes Receation Shelter permit

How will refuse be disposed of garbage Can

Will the Special Event require the use of a park/shelter ☒ Yes ☐ No
(if yes, a park/shelter reservation form must be obtained from the City of Milaca)

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

	SIGN IF APPROVED	COMMENTS
City Administration	(date)	
Milaca Police Dept.	1/30/18 (date)	
Street Dept.	1-30-18 (date)	
Building/Zoning Admin.	1/31/18 (date)	
Fire Chief	1/31/18 (date)	

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

JAN 29 2018

RECREATION SHELTER PERMIT

CITY OF MILACA
255 1st ST E
Milaca MN 56353

(320) 983-3141
(320) 983-3142 Fax
www.cityofmilaca.org

CALL CITY HALL PRIOR TO SUBMITTING PERMIT TO CONFIRM AVAILABILITY OF DATE(S)

Date of Event: June 9th, 20 18

Day of Event: ☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☒ Saturday

Time of Event: From 12 am/pm To 9 am/pm

Name: Travis Long

Address: 502 3rd ST N Apt 4 Princeton MN 55371
City ST Zip

Daytime Telephone (763) 4829028 E-Mail: travislong09.tl@gmail.com

Event: Wedding reception Approx. # of People: 200

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

DESCRIPTION	X	RESIDENT FEE	NONRESIDENT FEE	TOTAL DUE
Lion's Shelter* **(Electricity)** Seating Capacity - 80		$40.00	$50.00	
Small Shelter – Seating Capacity - 24		$40.00	$50.00	
Roger Mathison Field		No Charge	No Charge	
East Ballfield		No Charge	No Charge	
New Shelter* **(Electricity)** Seating Capacity - 32		$40.00	$50.00	
Bandshell* **(Electricity)** **$75.00 Deposit Required (Separate Check)**		$40.00	$50.00	
Wedding and/or Reception (Includes Band Shell, Lions Shelter and New Shelter)	X	$150.00	$200.00	200
Gorecki Community Center **$150.00 Deposit Required (Separate Check)**		Mon-Thurs $50.00/day Fri-Sun $100.00/day **ALL DAY RENTAL**	Mon-Thurs $ 60.00/day Fri-Sun $120.00/day **ALL DAY RENTAL**	
TOTAL DUE				200

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

Method of Payment: Credit/Debit Card Confirmation #_____
Check Check #_____
(Cash)

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

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

☑ 3.2 MALT LIQUOR ☑ INTOXICATING BEER ☑ WINE

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

PLEASE COMPLETE BACK PAGE

Important Information to Know:

- Shelter is not considered reserved until this permit and nonrefundable fee is received at City Hall. Please make check payable to and mail to: City of Milaca, Attn: Deloris Katke, 255 1st St E, Milaca, MN 56353.
- Event organizers are responsible for cleaning and disposing of garbage into the garbage containers after event.
- Bring this permit with you the day of your event as proof that you have reserved the shelter. A copy of this completed permit will be mailed back to you as your confirmation.
- If using tablecloths, we strongly encourage use of the slide on clips. Please do NOT use staples, tape or tacks as they are hard to remove and cause the paint/stain to peel.
- **Alcoholic beverages are allowed in city park shelter IF INDICATED.**
- Park hours are 6 a.m. to 10 p.m. Music must end at 9:30 p.m.
- If police need to be contacted, please call (320) 983-6166 OR (320) 983-8257

GUIDELINES/INFORMATION

1. The State of MN requires a phone to be available in the lift in the event someone is in the lift and it fails. As the renter, you are responsible for the care of the phone. It will be given to you for use during the course of your reservation. Place the phone in the holder inside the lift and return the phone to city hall the next business day in order to receive the return of your deposit. The phone is to only be used for emergency calls and if the phone is used for anything but emergency calls, your deposit will be reduced by $2.00 per minute of non-emergency use.
2. Should an emergency arise, the cell phone is programmed for contacting the Mille Lacs County Sheriff's office. Simply click on "Contacts".
3. The lift is only available for handicap accessibility. The lift is not to be used to haul equipment or gear.
4. You have a key for the electrical panel. Tape is placed on those breakers that you do not need to be concerned about. Please turn off non-taped breakers at the conclusion of your event.
5. Parking on the grass is not permitted. Any car fully parked on the grass will be subject to a parking ticket. It is the event organizer's responsibility to make the attendees aware of this rule.
6. Any cars being unloaded must remain on paved areas during unloading and under no circumstances shall vehicles be permitted on the paver stone walkway and concrete area in front of the band shell.
7. If a deposit is required, this must be paid at the time the key(s) and/or cell phone are picked up at city hall. Deposit will be returned upon receipt of keys, cell phone (usage checked) and if no damages were done.

I, the undersigned, hereby agree to the above listed information and agree to abide by all rules and regulations of city ordinance. I further agree to release and discharge the City of Milaca, its agents, officers, employees, volunteers and insurers from all claims, demands, actions, judgments and executions. This release includes all claims that I, or the group reserving and using the shelter may have against the City of Milaca for all personal injuries, death or property damage that may arise out of the reservation and use of the City of Milaca's shelters and parks.

Reservations made more than a year in advance may be subject to a rental rate increase. Should this occur, I will be notified of the increase and given the option to pay difference in rental rate, or, cancel reservation with full refund.

Travis Lang
Signature

1/28/18
Date

FOR OFFICE USE ONLY

Date Payment Received: 01.29.18	Date Copy of Form Sent to Event Organizer: 0
Cash or Check #	Initials of Staff Receiving Payment: Dk
Credit Card or Debit Card	Receipt # 13125
Alcohol Permit: Yes No	Key #:
Deposit Paid:	Date Deposit Refunded:

REVISED: January 2017

JAN 25 2018

CITY OF MILACA
255 1st St E
MILACA MN 56353

320-983-3141
320-983-3142 FAX
www.cityofmilaca.org

PLEASE CHECK ONE OF THE FOLLOWING THAT BEST DESCRIBES YOUR APPLICATION:

☒ Peddler Application: A person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place, for the purpose of offering for sale, displaying or exposing for sale, selling or attempting to sell, and delivering immediately upon sale, the goods, wares, products, merchandise or other personal property that the person is carrying or otherwise transporting. The term PEDDLER shall mean the same as the term HAWKER. Fee of $50.00 per applicant

☐ Solicitor Application: A person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place, for the purpose of obtaining or attempting to obtain orders for goods, wares, products, merchandise, other personal property, or services, of which he or she may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person's activity is to obtain or attempt to obtain orders as discussed above. The term shall mean the same as the term CANVASSER. Fee of $50.00 per applicant

☐ Transient Merchant Application: A person who temporarily sets up business out of a vehicle, trailer, boxcar, tent, other portable shelter, or empty storefront for the purpose of exposing or displaying for sale, selling or attempting to sell, and delivering, goods, wares, products, merchandise, or other personal property and who does not remain or intend to remain in any one location for more than 14 consecutive days. Fee of $50.00 per applicant

NAME OF APPLICANT: Sara (FIRST) Beth (FULL MIDDLE) Liebeck (LAST)

OTHER OFFICIAL NAMES USED BY APPLICANT: _____

PERMANENT ADDRESS: 4260 Lake Ridge Drive (CITY) Big Lake (STATE) MN (ZIP) 55309

APPLICANT HOME PHONE: [redacted] APPLICANT CELL PHONE: _____

APPLICANT IS: ☒ Individual ☐ Partnership ☐ Corporation ☐ Other Organization

FULL NAME OF BUSINESS OR ORGANIZATION: The Ice Cream machine

BUSINESS ADDRESS: Same (CITY) (STATE) (ZIP)

BUSINESS TELEPHONE: Same BUSINESS CELL PHONE: _____

Are you a U.S. citizen? ✓ Yes _____ No

If employed, name of employer: _____

Address of employer: _____

If you checked Partnership, Corporation, or Other Organization, please complete the following.

Is Partnership, Corporation or Other Organization organized under Minnesota Law? _____ Yes _____ No

a) If no, State in which organized: _____

b) Is Organization authorized to do business in Minnesota: _____ Yes _____ No

c) Attach a copy of Certificate of Authority to transact business in Minnesota.

Address of registered office agent in State of Minnesota:

_____
City State Zip

Type of business to be conducted: Selling pre packaged frozen treats

Have goods to be sold been grown or produced by you? _____ Yes X No

Location where business will be conducted: (Please list streets or describe precise area). If business is to be conducted from one location, please give street address: City of Milaca

Length of time license is desired:
(14 Consecutive Days maximum) _____ Days from _____ to _____
(6 month maximum) 6 Months from March to September

Describe vehicle(s) to be used, if any:

VIN #	Year	Make	Color	License #
[redacted]	1993	Chev	multi	YAE4931

Please list last 3 cities you have been in: Milaca, Buffalo, Foley

Please attach a copy of Permit for retail sales issued by the State of Minnesota, pursuant to MN Statutes #297A.

Lara Jiresek
Applicant's Signature

1/23/2018
Date

****

INCLUDE THE FOLLOWING WITH APPLICATION:

- [x] PERMIT FOR RETAIL SALES (If applicable)
- [x] BACKGROUND CONSENT FORM
- [x] COPY OF DRIVER'S LICENSE
- [x] $50.00 (Check, Cash, Debit or Credit Card)
- [x] Certificate of Authority to transact business in Minnesota

If paying by Debit or Credit Card, there is a minimum $3.00 Convenience Fee or 2.95%.

****

Date Paid: JAN 25 2018 Cash Check # 0370 Debit or Credit Card

Approved/Denied by: _____ Date _____

UPDATED: August 2017