

CITY OF MILACA  
CITY COUNCIL MEETING  
COUNCIL AGENDA  
FEBRUARY 20, 2020

1. Call Meeting to Order 6:30 p.m.
2. **OATH OF OFFICE**
3. Pledge of Allegiance
4. Roll Call- Present: Mayor-Pete Pedersen\_\_ Council Members; Dave Dillan\_\_ Lindsee Larson\_\_ Norris Johnson\_\_ Cory Pedersen\_\_  
Absent;\_\_\_\_\_
5. **Approval of Agenda** MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
6. **Consent Agenda** MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - A. Approval of the Minutes – January 16, 2020
  - B. Approval of Bills
  - C. Approval of Treasurer’s Report
  - D. Resolution 20-06 Accepting Donations
  - E. Resolution 20-07 City Treasurer Signatories and Authorization on Bank Accounts
7. **Citizen Open Forum- School Board Recognition Week**
8. **Public Hearing-**
9. **Requests and Communications-** Eagle Project- Carter Brooks request to install 4 metal campfire rings with grates. MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
10. **Ordinances and Resolutions-**
  - F. **Ordinance No. 456- FIRST READING** An Ordinance Amending Section 156 of the Zoning Ordinance, by making changes to the zoning map. MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
11. **Reports of Departments, Boards and Commissions**
  - G. Police Department- Monthly Activity-
  - H. Parks Commission- Mayor to review activity
  - I. Public Works Department- Activity Report- County Project- Review of Revised Project Costs. MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - J. Planning Commission – 355 3<sup>rd</sup> Ave SE Hazardous Building MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - K. Economic Development Commission- City Lot-(Prev Walters Prop) Set a sale price for property MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - L. Fire Department-
  - M. Liquor Store Building Improvements- 2 Quotes for Carpet Replacement MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - N. MCAT-IF
  - O. Joint Powers Board- No Activity
  - P. Safety Committee-
  - Q. Veterans Memorial-Agreement for Professional Services S.E.H. (Short Elliott Hendrickson Inc.) MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
12. **Unfinished Business**
13. **New Business-**
14. Special Event Permit- Mille Lacs SWCD-Conservation Day MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
- 15.
16. **Council Comments**
17. Adjourn \_\_\_\_\_ p.m. MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_

**MILACA CITY COUNCIL MINUTES**  
**January 16, 2020**  
**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: Norris Johnson, Dave Dillan, Lindsee Larsen, and Cory Pedersen. Councilors Absent:

**Staff Present:** City Manager Tammy Pfaff, Damien Toven, Police Chief Todd Quaintance, Marshall Lind.

**Also Present:** Tim Hennagir, Sherie and Craig Billings, Arla Johnson, Roxanne Gerads, Conrad Broschofsky, Jay Lunn, Kyle Weimanin, Eric Sannerud, John and Denise Scharber, Justin Trigg, Jeremy Mikla, Jake Janski, Katie Zimmer, Arlyn Wall, Carrie Fanum, Dominic McConnell, Tom and Lisa Stoll, Nancy Fetzek, Dan Hollenkamp, Rye Carlson.

**Approval of the Agenda**

Mayor Pedersen called for a motion to approve the agenda. Motion by Dillan to approve the agenda, the motion was seconded by Johnson. Motion carried unanimously.

**Consent Agenda**

Motion by Johnson, second by Larsen to approve the consent agenda. Motion carried unanimously.

- a) Minutes of the December 19, 2019 City Council Meeting.
- b) Approval of Bills
- c) Resolution 20-01 Appointing Election Judges and Polling Place Hours
- d) Resolution 20-02 Annual Appointments and Designations for 2020.
- e) Resolution 20-03 2019 Budget Adjustments
- f) Resolution 20-04 NSF Write off.

**Citizens Forum** —

**Requests and Communications** —

**Ordinances and Resolutions**

**Ordinance No. 455-First Reading-Amending the Tobacco Ordinance.** First Reading suspended upon a motion by C. Pedersen and seconded by Larsen. Motion carried unanimously. Second Reading adopted upon a motion by Dillan and seconded by C. Pedersen. Motion carried unanimously.

**Resolution 20-05** — Resolution Approving a lease/purchase agreement for the purchase of the new caterpillar loader, snow blower and snow pusher through Zeigler CAT and being financed through Caterpillar Financial. Resolution is approved upon a motion by Johnson and seconded by Dillan. Motion carried unanimously.

**Reports of Departments, Boards and Commissions**

**Police Department** — Council reviewed the monthly report.

**Parks Commission** — No meeting in January

**Public Works Department** — Activity report review.

**Planning and Zoning Commission** — Request for Rezoning of property owned by Jay and Rosemary Lunn from R2 to B2. Marshall Lind gave a brief review of the Planning and Zoning meeting and that they recommended the property be approved from an R2 to a B2 zoning district. Marshall explained that the rezoning would include four lots and that the rezoning would not impact the property taxes. Mayor Pedersen invited comments from the residents. Three residents voiced opinions for not being in favor of the rezoning. Many others voiced opinions for being in favor of the rezoning. Mayor Pedersen called for a motion for the approval of the rezoning request. Upon a motion by C. Pedersen to approve the rezoning and the motion was seconded by Dillan. Motion carried unanimously.

**Economic Development Commission** — Meeting on January 27<sup>th</sup>.

**Fire Department** —

**MCAT-IF** —

**Joint Powers Board** —

**Unfinished Business** —

**New Business** —

**Council Comments** — C. Pedersen thanked everyone for attending the meeting and getting involved. Dillan commented on the trails and that a group is working hard to build the trails. Pete commented that we will be meeting with the county on the 2<sup>nd</sup> Street project.

**Adjourn**

With no other business presented before the council, Mayor Pedersen called for a motion to adjourn and a motion was made by Johnson and seconded by Larsen. Motion carried unanimously. Meeting adjourned at 7:37 p.m.

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

ATTEST:

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

RESOLUTION NO. 20-06

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 in the actual amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Anonymous donation	\$200,000.00

WHEREAS, All such donations have been contributed to assist the city in the establishment and operations of park facilities as designated for the Veterans Memorial, 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 manager is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted this 20th day of February, 2020.

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

ATTEST

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

RESOLUTION NO. 20 – 07

CITY TREASURER SIGNATORIES AND AUTHORIZATION ON BANK ACCOUNTS

BE IT RESOLVED that the Milaca City Council hereby approves that effective February 20, 2020 City Treasurer Jackie Ness will be a signatory and is authorized on all bank and financial accounts for the City of Milaca, Minnesota.

BE IT FURTHER RESOLVED that City Clerk Tracy Gann is hereby removed as signatory on all accounts effective February 20, 2020.

Adopted this 20th day of February, 2020.

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

ATTEST

\_\_\_\_\_  
City Clerk Tammy Pfaff

**CITY OF MILACA**  
**Check Summary Register**  
**10100 General Bank - Checks**

	<b>Name</b>	<b>Check Date</b>	<b>Check Amt</b>	<b>Description</b>	
Paid Chk#	45828	DEPUTY REGISTRAR #093	16-Jan-20	\$54.00	TITLE FEES-2019 SQUAD
Paid Chk#	45829	VOID		\$0.00	
Paid Chk#	45830	AMAZON	24-Jan-20	\$334.05	POLICE THERMAL PAPER
Paid Chk#	45831	BLUE CROSS BLUE SHIELD OF MINN	24-Jan-20	\$11,984.48	MEDICAL INSUR
Paid Chk#	45832	DELTA DENTAL OF MN	24-Jan-20	\$33.50	PED DENTAL-
Paid Chk#	45833	FAMILY HERITAGE	24-Jan-20	\$79.00	SUPPL LIFE INS -
Paid Chk#	45834	L.E.I.S.	24-Jan-20	\$279.72	POLICE UNION DUES JAN 2020
Paid Chk#	45835	MN BENEFITS	24-Jan-20	\$572.08	LIFE/DENTAL JAN 2020
Paid Chk#	45836	UNUM	24-Jan-20	\$668.82	LIFE, STD, LTD-JAN 2020
Paid Chk#	45837	VERIZON WIRELESS	24-Jan-20	\$640.56	WIRELESS ROUTER SVC
Paid Chk#	45838	VISA	24-Jan-20	\$116.99	TROPHIES FOR LIGHT CONTEST
Paid Chk#	45839	MN DNR - DIVISION OF WATER	28-Jan-20	\$386.22	ANNUAL WATER USE REPORT
Paid Chk#	45840	U.S. POSTMASTER	28-Jan-20	\$250.96	JAN WATER BILLS
Paid Chk#	45841	FRONTIER	06-Feb-20	\$792.99	PHONE SVC-POLICE
Paid Chk#	45842	JIMS MILLE LACS DISPOSAL	06-Feb-20	\$161.72	COMPOST-
Paid Chk#	45843	MILACA BLDG CENTER	06-Feb-20	\$13,787.17	PW - Shovel
Paid Chk#	45844	MN PUBLIC FACILITIES AUTHORITY	06-Feb-20	\$6,270.20	WATER TRMT FACILITY-INTEREST
Paid Chk#	45845	AMERICAN LEGAL PUBLISHING CORP	20-Feb-20	\$450.00	Internet Renewal
Paid Chk#	45846	AMERIPRIDE	20-Feb-20	\$213.76	Rugs-Library
Paid Chk#	45847	ASPEN MILLS	20-Feb-20	\$28.50	Fire-Uniform
Paid Chk#	45848	AW RESEARCH LABORATORIES	20-Feb-20	\$66.00	Testing-Water
Paid Chk#	45849	BAAS CONSTRUCTION, INC	20-Feb-20	\$37,544.50	Gorecki Building Donation
Paid Chk#	45850	BAN-KOE SYSTEMS, INC.	20-Feb-20	\$350.00	Fire Alarm System Support-Hardware
Paid Chk#	45851	BECKER ARENA PRODUCTS INC	20-Feb-20	\$5,892.46	Gorcki - Hockey Rink - Final Pmt
Paid Chk#	45852	BERG, SAMUEL	20-Feb-20	\$200.00	Boots - PW Sam
Paid Chk#	45853	BILLINGS SERVICE	20-Feb-20	\$2,950.23	GAS-FIRE
Paid Chk#	45854	BILLINGS, SHERIE	20-Feb-20	\$25.00	PLANNING COMMISSION 1/13/2020
Paid Chk#	45855	CLARK EQUIPMENT CO	20-Feb-20	\$20,634.90	Skid Steer - Gorecki Donation
Paid Chk#	45856	CONRAD, CHRISTIAN	20-Feb-20	\$32.14	Refund - 301 13th St. NE
Paid Chk#	45857	CORE & MAIN LP	20-Feb-20	\$8,161.77	Meters
Paid Chk#	45858	CRAWFORDS EQUIPMENT	20-Feb-20	\$1,845.00	Parts
Paid Chk#	45859	CRYSTEEL TRUCK EQUIPMENT, INC.	20-Feb-20	\$580.73	SPINNER PARTS - PW TRUCK
Paid Chk#	45860	DEPUTY REGISTRAR #093	20-Feb-20	\$19.25	Plates - JP
Paid Chk#	45861	DIMAR PLUMBING INC	20-Feb-20	\$400.00	Install Water Drain
Paid Chk#	45862	DOVE FRETLAND PLLP	20-Feb-20	\$3,575.00	CIVIL RETAINER
Paid Chk#	45863	E.C.M. PUBLISHERS, INC.	20-Feb-20	\$646.34	LUNN REZONE REQUEST
Paid Chk#	45864	EAST CENTRAL ENERGY	20-Feb-20	\$20,900.00	FIRE HALL LAON PMT-AMB ADDTN-PRINCIPAL
Paid Chk#	45865	EAST SIDE OIL COMPANIES	20-Feb-20	\$36.50	OIL & FILTER RECYCLED
Paid Chk#	45866	EMERGENCY RESPONSE SOLUTIONS	20-Feb-20	\$13.07	GI REPAIR
Paid Chk#	45867	FALLLINE CORP.	20-Feb-20	\$791.74	SNOWPLOW BLADE BLANK
Paid Chk#	45868	FSSOLUTIONS	20-Feb-20	\$500.00	DRUG TESTING ANNUAL FEE - PW
Paid Chk#	45869	FURTHER	20-Feb-20	\$518.40	PARTICIPANT FEE
Paid Chk#	45870	GK CONSULTING LLC	20-Feb-20	\$867.00	FEB NETWORK & OFFICE 265 - CITY
Paid Chk#	45871	GOPHER STATE ONE CALL	20-Feb-20	\$75.65	ANNUAL FEE
Paid Chk#	45872	GRAINGER	20-Feb-20	\$399.99	SMART PHONE ADAPTER
Paid Chk#	45873	GRANITE ELECTRONICS	20-Feb-20	\$509.37	TANKER 2
Paid Chk#	45874	H & L MESABI	20-Feb-20	\$592.23	PLOW PARTS
Paid Chk#	45875	HACH COMPANY	20-Feb-20	\$822.88	CHEMICALS
Paid Chk#	45876	HARTMAN, PAMELA	20-Feb-20	\$16.60	DR/DL MAIL
Paid Chk#	45877	HAWKINS, INC.	20-Feb-20	\$2,751.76	CHEMICALS
Paid Chk#	45878	HENRY EMBROIDERY & SCREEN	20-Feb-20	\$255.00	CARHARTT JACKETS & WORK SHIRTS
Paid Chk#	45879	HINCKLEY, CITY OF	20-Feb-20	\$287.63	STAFF TIME

**CITY OF MILACA**  
**Check Summary Register**  
**10100 General Bank - Checks**

	<b>Name</b>	<b>Check Date</b>	<b>Check Amt</b>	<b>Description</b>	
Paid Chk#	45880	HJORT EXCAVATING	20-Feb-20	\$55,436.67	SNOW REMOVAL
Paid Chk#	45881	HOLIDAY COMPANIES	20-Feb-20	\$1,135.53	GAS-POLICE
Paid Chk#	45882	HY-TECH AUTOMOTIVE	20-Feb-20	\$93.54	PD SQUAD MAINTENANCE
Paid Chk#	45883	INDEPENDENT TESTING TECH INC	20-Feb-20	\$3,440.00	ITT PROJECT - 2019 INVOICE
Paid Chk#	45884	INITIATIVE FOUNDATION	20-Feb-20	\$3,100.00	PLEDGE
Paid Chk#	45885	INT L CODE COUNCIL	20-Feb-20	\$135.00	GOVERNMENTAL MEM DUES
Paid Chk#	45886	IPRINT TECHNOLOGIES	20-Feb-20	\$324.00	TONER - DEP REG
Paid Chk#	45887	JENSEN - ANDERSEN	20-Feb-20	\$115.00	CITY HALL TOILER REPAIR
Paid Chk#	45888	JOHNSON, ARLA	20-Feb-20	\$25.00	PLANNING COMMISSION 1/13/2020
Paid Chk#	45889	JOHNSON, WARNE	20-Feb-20	\$169.95	SAFETY BOOTS
Paid Chk#	45890	KATKE, DELORIS	20-Feb-20	\$121.41	PAPER PLATES/BOWLS EE LUNCH
Paid Chk#	45891	KOCHS HARDWARE HANK	20-Feb-20	\$175.52	SHOP SUPPLIES - PW
Paid Chk#	45892	LANO EQUIPMENT INC	20-Feb-20	\$112.20	MIRROR - KUBOTA
Paid Chk#	45893	LEAGUE OF MINNESOTA CITIES	20-Feb-20	\$630.00	PATROL SUB - POLICE
Paid Chk#	45894	LEAGUE OF MN CITIES INSUR TRST	20-Feb-20	\$547.00	JP WC INSURANCE
Paid Chk#	45895	LITTLE FALLS MACHINE, INC.	20-Feb-20	\$1,915.00	INSTALL/ADAPT FUSION BLANKS
Paid Chk#	45896	LOCATORS & SUPPLIES INC	20-Feb-20	\$185.05	PW SAFETY VESTS
Paid Chk#	45897	MED-COMPASS, INC.	20-Feb-20	\$1,820.00	MEDICAL EXAM/FIT TEST - FIRE
Paid Chk#	45898	MILACA AUTO VALUE	20-Feb-20	\$301.83	PARTS - PW
Paid Chk#	45899	MILACA CHAMBER OF COMMERCE	20-Feb-20	\$668.79	DEC 2019 LODGERS TAX
Paid Chk#	45900	MILACA GENERAL RENTAL CENTER	20-Feb-20	\$15.83	PROPANE TANK
Paid Chk#	45901	MILLAM, JOEL	20-Feb-20	\$25.00	PLANNING COMMISSION 1/13/2020
Paid Chk#	45902	MILLE LACS CO. AUDITOR	20-Feb-20	\$95.60	PARCEL REPORTS
Paid Chk#	45903	MILLE LACS CO. SHERIFF	20-Feb-20	\$4,548.40	LETG SOFTWARE
Paid Chk#	45904	MIMBACH FLEET SUPPLY	20-Feb-20	\$2,797.46	PW
Paid Chk#	45905	MN COMPUTER SYSTEMS INC	20-Feb-20	\$76.44	DEP REG
Paid Chk#	45906	MN DEPT EMPLOYMT & ECON DEVELP	20-Feb-20	\$19.50	UNEMPLOYMENT BENEFITS - FIRE
Paid Chk#	45907	MN POLLUTION CONTROL AGENCY	20-Feb-20	\$23.00	WW CERT RENEWAL - JAKE
Paid Chk#	45908	MN STATE FIRE DEPT ASSOC REG 7	20-Feb-20	\$200.00	2020 REGION 7 MEM DUES
Paid Chk#	45909	MN STATE FIRE DEPT. ASSOC	20-Feb-20	\$290.00	2020 MSFDA MEM DUES
Paid Chk#	45910	MORA, CITY OF	20-Feb-20	\$260.00	BUILDING OFFICIAL SERVICES
Paid Chk#	45911	NORTHLAND SECURITIES INC	20-Feb-20	\$435.00	ANNUAL CONT DISCLOSURE REPORT
Paid Chk#	45912	PFUFF, TAMMY	20-Feb-20	\$95.00	TRACY GANN PLAQUE
Paid Chk#	45913	PRINCETON AUTO CENTER	20-Feb-20	\$107.38	CHEV TRUCK REPAIR - PW
Paid Chk#	45914	QUILL CORPORATION	20-Feb-20	\$572.82	DEP REG SUPPLIES
Paid Chk#	45915	RUGGED FLEET SERVICE LLC	20-Feb-20	\$299.03	DOT INSPECTION
Paid Chk#	45916	STANTEC	20-Feb-20	\$1,324.30	8TH ST & 6TH AVE STREET PROJECT
Paid Chk#	45917	TEALS MARKET	20-Feb-20	\$27.10	BREAKROOM SUPPLIES - CTY
Paid Chk#	45918	WEINREICH, JACOB	20-Feb-20	\$187.00	BOOTS - JAKE - PW
Paid Chk#	45919	WEYER ELECTRIC LLC	20-Feb-20	\$1,465.00	REPLACE EXTERIOR WALLPACKS - FIRE
Paid Chk#	45920	ZIEGLER INC.	20-Feb-20	\$598.73	COUPLING & HOSES
	<b>Total Checks</b>			<b>\$233,279.94</b>	

**CITY OF MILACA**  
**Check Summary Register**  
**10100 General Bank - ACH**

	<b>Name</b>	<b>Check Date</b>	<b>Check Amt</b>	<b>Description</b>	
Paid Chk#	820013e	EFTPS-STATE TAXPAYMENT	21-Jan-20	\$2,101.25	STATE W/H
Paid Chk#	820014e	EFTPS-STATE TAXPAYMENT	21-Jan-20	\$147.55	STATE W/H
Paid Chk#	820015e	EFTPS-STATE TAXPAYMENT	04-Feb-20	\$2,038.66	STATE W/H
Paid Chk#	820016e	EFTPS-STATE TAXPAYMENT	04-Feb-20	\$147.55	STATE W/H
Paid Chk#	820017e	CENTERPOINT ENERGY	14-Feb-20	\$3,102.14	NATURAL GAS
Paid Chk#	820018e	EAST CENTRAL ENERGY	14-Feb-20	\$12,628.16	ELECTRIC
Paid Chk#	820019e	MILACA LOCAL LINK	14-Feb-20	\$295.91	PHONE SERVICE
Paid Chk#	820020e	INCONTACT INC	14-Feb-20	\$56.27	LONG DISTANCE SERVICE
Paid Chk#	820021e	MIDCONTINENT COMMUNICATIONS	14-Feb-20	\$100.00	INTERNET-
Paid Chk#	820022e	FURTHER	14-Feb-20	\$580.00	XXX QTR CONTRIBUTIONS
Paid Chk#	820023e	ENDICIA ACCOUNTING	14-Feb-20	\$500.00	POSTAGE-CITY
	<b>Total Checks</b>			<b>\$21,697.49</b>	

**CITY OF MILACA**  
**Check Summary Register**  
**10900 Liquor Bank - Checks**

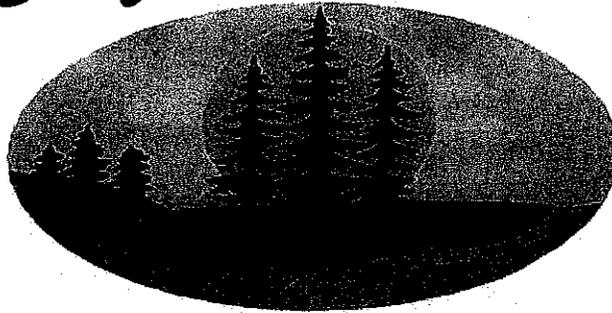
		<b>Name</b>	<b>Check Date</b>	<b>Check Amt</b>	<b>Description</b>
Paid Chk#	25107	AMAZON	24-Jan-20	\$17.90	PRICING LABELS
Paid Chk#	25108	VERIZON WIRELESS	24-Jan-20	\$40.01	DIGITAL SIGN JAN 2020
Paid Chk#	25109	BELLBOY CORP.	31-Jan-20	\$0.00	MIX/NA
Paid Chk#	25110	BERNICKS	31-Jan-20	\$1,295.45	CREDIT BEER
Paid Chk#	25111	BREAKTHRU BEVERAGE MN	31-Jan-20	\$7,965.45	LIQUOR
Paid Chk#	25112	BROOKVIEW WINERY	31-Jan-20	\$336.00	WINE
Paid Chk#	25113	C & L DISTRIBUTING CO.	31-Jan-20	\$9,348.84	CREDIT BEER
Paid Chk#	25114	DAHLHEIMER DISTRIBUTING CO.	31-Jan-20	\$14,633.61	CREDIT WINE
Paid Chk#	25115	JOHNSON BROTHERS LIQUOR CO.	31-Jan-20	\$15,164.09	LIQUOR
Paid Chk#	25116	PAUSTIS WINE COMPANY	31-Jan-20	\$781.00	WINE
Paid Chk#	25117	PHILLIPS WINE AND SPIRITS	31-Jan-20	\$5,466.16	LIQUOR
Paid Chk#	25118	SOUTHERN GLAZERS OF MN	31-Jan-20	\$7,047.69	LIQUOR
Paid Chk#	25119	WATSON COMPANY	31-Jan-20	\$2,405.21	OTHER RESALE
Paid Chk#	25120	BELLBOY CORP.	31-Jan-20	\$0.00	Was Ck#25109
Paid Chk#	25121	BELLBOY CORP.	31-Jan-20	\$5,737.75	Was Ck#25120
Paid Chk#	25122	FRONTIER	07-Feb-20	\$146.62	PHONE SVC-LIQUOR
Paid Chk#	25123	JIMS MILLE LACS DISPOSAL	07-Feb-20	\$86.58	GARBAGE-LIQUOR
Paid Chk#	25124	AMERICAN BOTTLING CO.	20-Feb-20	\$141.44	Mix/NA Sale
Paid Chk#	25125	AMERIPRIDE	20-Feb-20	\$180.64	Rugs-Liquor
Paid Chk#	25126	BERNICKS	20-Feb-20	\$1,189.40	Mix/NA Sale
Paid Chk#	25127	BREAKTHRU BEVERAGE MN	20-Feb-20	\$1,547.90	Liquor
Paid Chk#	25128	C & L DISTRIBUTING CO.	20-Feb-20	\$14,698.86	Beer
Paid Chk#	25129	CRYSTAL SPRINGS ICE	20-Feb-20	\$240.57	Other Resale
Paid Chk#	25130	DAHLHEIMER DISTRIBUTING CO.	20-Feb-20	\$17,852.46	Beer
Paid Chk#	25131	GRANITE CITY JOBBING	20-Feb-20	\$4,215.24	Other
Paid Chk#	25132	JEYS, VICTORIA	20-Feb-20	\$82.94	Gray Duck Training
Paid Chk#	25133	JOHNSON BROTHERS LIQUOR CO.	20-Feb-20	\$6,611.04	Liquor
Paid Chk#	25134	KOCHS HARDWARE HANK	20-Feb-20	\$267.40	Office Supplies
Paid Chk#	25135	M. AMUNDSON LLP	20-Feb-20	\$1,311.02	Other
Paid Chk#	25136	MILLER TRUCKING	20-Feb-20	\$107.55	Freight
Paid Chk#	25137	MINNESTALGIA WINERY	20-Feb-20	\$1,604.10	Wine
Paid Chk#	25138	PHILLIPS WINE AND SPIRITS	20-Feb-20	\$1,926.55	Liquor
Paid Chk#	25139	QUILL CORPORATION	20-Feb-20	\$71.98	Paper
Paid Chk#	25140	ST. CLOUD REFRIGERATION	20-Feb-20	\$348.97	Cooler Maintenance
Paid Chk#	25141	TDS MEDIA DIRECT INC	20-Feb-20	\$100.00	Rodeway Inn Adv
Paid Chk#	25142	VIKING BOTTLING CO.	20-Feb-20	\$648.25	Mix/NA Liquor
Paid Chk#	25143	ZABINSKI BUSINESS SERVICES INC	20-Feb-20	\$1,626.11	Other
		<b>Total Checks</b>		<b>\$125,244.78</b>	

**CITY OF MILACA**  
**Check Summary Register**  
**10900 Liquor Bank - ACH**

	<b>Name</b>	<b>Check Date</b>	<b>Check Amt</b>	<b>Description</b>	
Paid Chk#	920007e	EAST CENTRAL ENERGY	2/14/2020	\$1,964.75	ELECTRIC
Paid Chk#	920008e	CENTERPOINT ENERGY	2/14/2020	\$563.80	NATURAL GAS
Paid Chk#	920009e	MN DEPT OF REVENUE	2/14/2020	\$16,128.00	LIQUOR SALES TAX
Paid Chk#	920010e	MILACA, CITY OF (WATER/SEWER)	2/14/2020	\$32.98	WATER/SEWER
Paid Chk#	920011e	HIBU	2/14/2020	\$129.99	WEB HOSTING
	<b>Total Checks</b>			<b>\$18,819.52</b>	

# City of Milaca

255 First Street East  
Milaca, MN 56353



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

## SCHOOL BOARD RECOGNITION WEEK

[www.cityofmilaca.org](http://www.cityofmilaca.org)

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 governments and ensuring compliance with state and federal laws; 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 17-21, 2020, as School Board Recognition Week.

Mayor Pete Pederson

CITY OF MILACA

ORDINANCE NO. 456

AN ORDINANCE AMENDING SECTION 156 OF THE ZONING ORDINANCE, BY  
MAKING CHANGES TO THE CITY OF MILACA ZONING MAP

**PREAMBLE:** In order to reclassify parts of the existing R-2 One & Two Family Residential District zone to B-2 General Business District zone for the purpose to allow for additional business opportunities that a B-2 zone permits. The Milaca Planning Commission held a public hearing on January 13, 2020, to consider the proposed rezoning, and recommended approving the zoning changes as described on the attached map.

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

**Section 156.021 of the Zoning Ordinance of the City of Milaca is hereby amended by the adoption of the attached map.**

Passed this 16<sup>TH</sup> day of January, 2020.

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Mayor Harold Pedersen

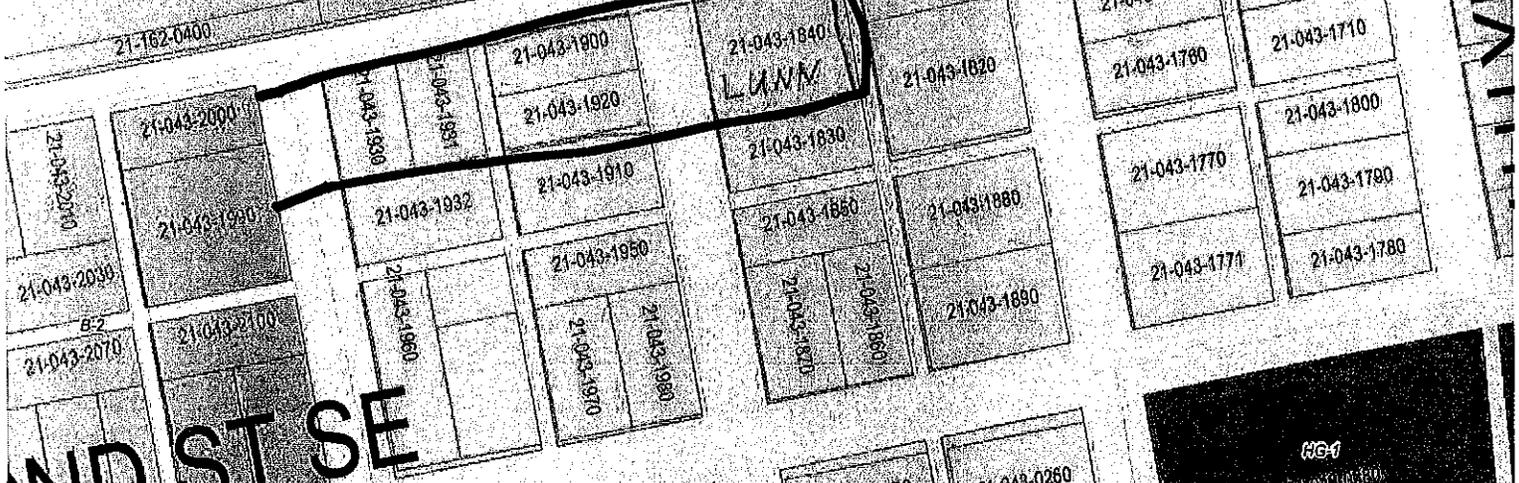
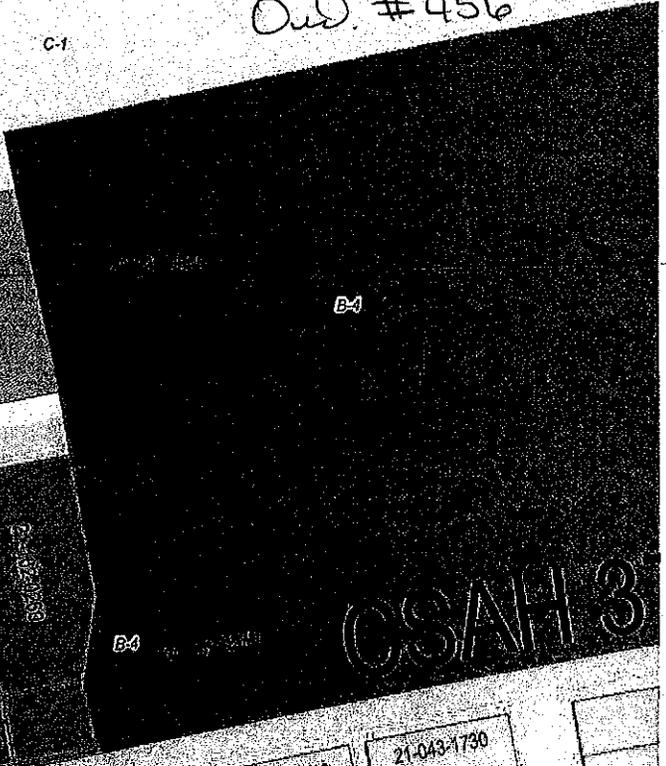
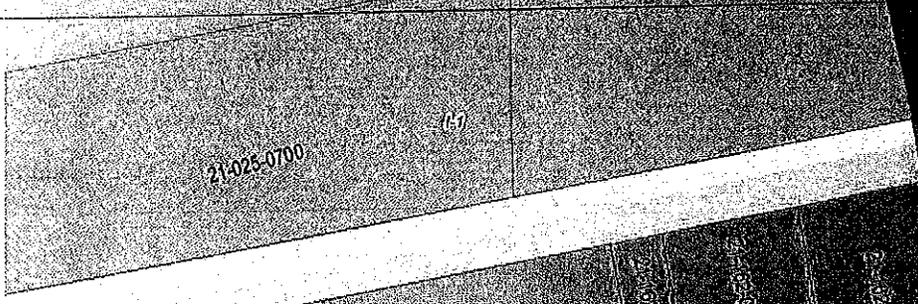
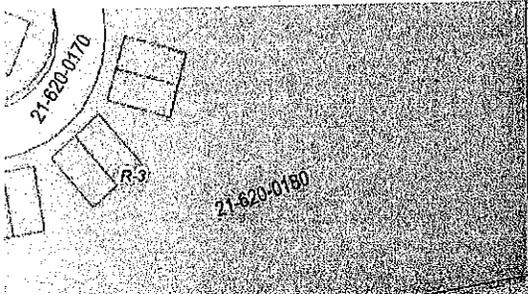
ATTEST:

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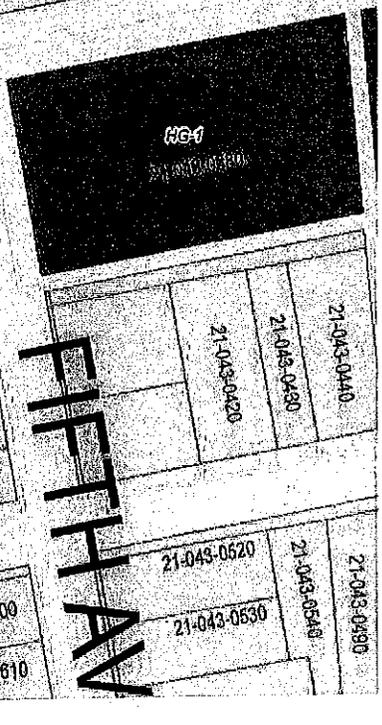
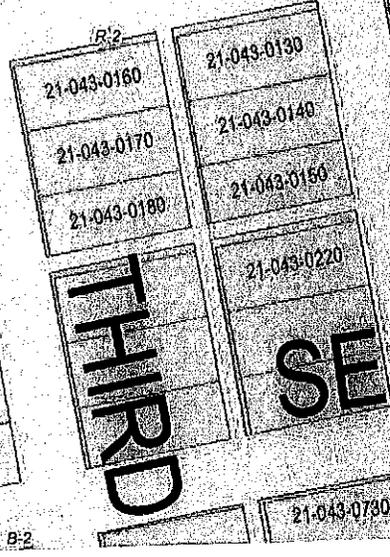
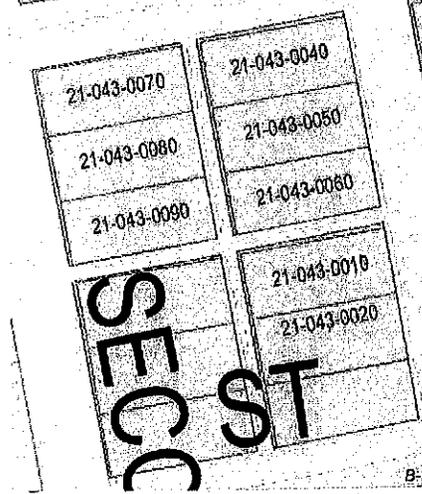
Tammy Pfaff, City Manager

Rezoning  
Ord. # 456

C-1



ND ST SE



CSAH 3

SIXTH

B-2

# Calls for Service By Type

1/1/2020 to 1/31/2020

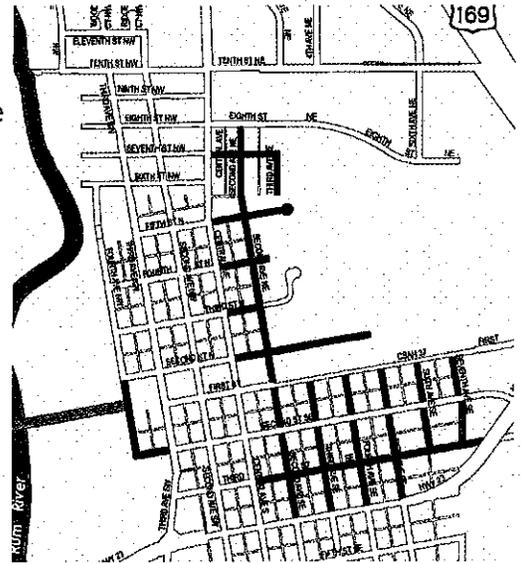
Type	Total
Accident	10
Agency Assist	22
Alarm	6
Animal	3
Assault	1
CDTP	1
Child Custody	1
Community Contact	4
Csc	1
Debris	2
Disturbance	7
Driving Complaint	1
Drugs	1
Family Services Referral	5
Found Property	1
Fraud-Forgery-Scam	4
Funeral Escort	1
Harassment Complaint	3
Icr Misc	26
Juvenile Complaint	12
Lockout	1
Medical	39
Missing Juvenile	1
Parking Complaint	11
Property Exchange	1
Public Assist	20
Recovered Property	1
Remove Unwanted	1
Suicidal Party	6
Suspicious Activity	19
Theft	13
Threats Complaint	5
Traffic	21
Vulnerable Adult Report	1
Welfare Check	9
Zoning Violation	1
<b>Grand Total</b>	<b>262</b>

# Milaca Public Works

## *Supervisor's Report for January– February*

### **Public Works:**

- This year's seal coating is currently out for bid.
- Finishing water plant maintenance.
- Sludge Judging wastewater ponds (determines sludge depth in different areas)
- 1 water main break on 4<sup>th</sup> st NW repaired.



### **Parks:**

- Hockey rink and free skate in good condition, warming house open.
- Gorecki addition in progress.
- Skate park installation scheduled to begin June 8<sup>th</sup>.

### **Airport:**



**Memo**

Date: August 27, 2019

To: Mike Ginnaty  
Transportation District Engineer  
ATTN: Kelvin Howieson

From: Juanita Voigt  
State Aid Hydraulic Specialist  
651-366-4469



RE: SAP 048-602-018 CSAH 2 (*revised percentage*)  
SAP 048-632-001 CSAH 32  
Reconstruction  
Storm Sewer in Mille Lacs County (City of Milaca)

We have completed our review of the storm sewer features of this plan and find that State Aid funds can bear the following percentages of the eligible storm sewer costs broken down as follows:

SAP 048-602-018 CSAH 2	59% ( <i>reflects revised percentage</i> )
SAP 048-632-001 CSAH 32	82%

The proposed improvements conform to State Aid standards, and the State Aid Division will make further review of the plan.

Unless you wish to recommend modifying the amount of State Aid participation, the State Aid Division will use the above percentages.

We are forwarding a copy of this memo to Holly Wilson, Mille Lacs County Engineer, for her information

If you have any questions regarding this approval or proration, please do not hesitate to call.

EC: Holly Wilson, Mille Lacs County Engineer  
Andrea Hendrickson (MnDOT file)

We are, therefore, of the opinion that County Boards should base such apportionment of moneys "upon the mileage of the county and town roads, the traffic needs and conditions and the cost of construction and maintenance of roads in the respective towns in said county," and that it is not mandatory that a "township which has more county roads within the same and which has less township roads than another township" should receive "a less amount of such money than a township which has less county roads within the same."

You also inquire:

"2. Should a township receive a greater amount of such money where the costs of construction is greater than a township where the cost of construction is less?"

We believe that what we have said in answer to your first inquiry applies equally as well to your second question. In other words, we believe that the county board in making such an allotment of moneys may take into consideration the fact that the cost of construction is greater in a particular township than it is in other townships. However, as stated in answer to your first question, we believe that the county board should also take into consideration the traffic needs and conditions, and the mileage of the county and town roads within the township as well as the cost of construction.

You inquire further:

"3. Is the county compelled to allot the money to the various townships or may they do so if they desire? In other words, is the word "may" to be construed as "shall"?"

This office has heretofore held that it is within the discretion of the county board to distribute to the various towns in the county the remainder of the moneys left after complying with the provisions of Section 1 of said Chapter 366, Laws of 1937.

DWIGHT N. JOHNSON,  
Special Assistant Attorney General.

December 27, 1937.

377b-10h

263

HIGHWAYS—State aid roads—Improvement of.

Mr. F. Martin Senn, City Attorney.

You state that the City of Waseca recently oiled and improved a "state aid road" a portion of which lies within the limits of the City of Waseca. You further state that after said improvement was completed the county commissioners of Waseca County submitted a bill to the city council covering the cost of improving "that portion of it within the city limits over and above the amount contributed by the state for the improvement of the same."

You also state that there was no agreement between the county and the city relative to the making of said improvement.

You inquire as follows:

"Can the City be held for the payment of the cost of the improvement of such road wherever situated?"

Section 2550, Mason's Minnesota Statutes of 1927, provides, in part, as follows:

"All state aid roads shall be constructed, improved and maintained by the county under rules and regulations to be made and promulgated by the commissioner of highways, \* \* \*"

Subdivision 4 of Section 2560, Mason's Minnesota Statutes of 1927, provides, in part:

"Any street or road within the corporate limits of any borough, village or city of the fourth class designated as a state aid road as hereinbefore provided may be improved by the county as other state aid roads are improved, \* \* \*"

Section 2562, Mason's Minnesota Statutes of 1927, Subdivision 1, provides as follows:

"It shall be the duty of the county board of each county in which state aid roads have heretofore or may hereafter be designated to provide for the proper maintenance of the same in accordance with the rules and regulations of the commissioner of highways."

We have been unable to find any statutory provisions requiring a city of the fourth class to contribute to the cost of improving a state aid road, and under the above quoted statutes we do not believe that the City of Waseca is liable for any part of the cost of such improvement made by the county board.

DWIGHT N. JOHNSON,

Special Assistant Attorney General.

August 8, 1938.

377b-8

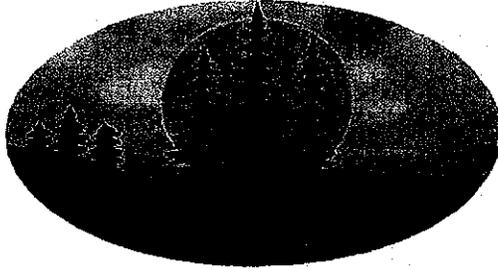
## 264

HIGHWAYS—Town roads—Bridges—Construction and repair of.

Mr. John H. McLoone, County Attorney.

You inquire:

"As between a township and the county who has to repair or construct a bridge located on township roads where said bridge is over ten (10) feet in length, and who has to construct and repair a bridge over ten feet in length on newly located township roads?"



February 6, 2020

Lawrence Vogel  
19675 Keystone Rd  
Milaca, MN 56353

Dear Mr. Vogel:

On November 21, 2019 Milaca City Council passed Resolution No. 19-51 declaring a hazardous building located at 355 3<sup>rd</sup> Ave SE, Milaca, MN 56353. At that time, Council decided not to proceed with actions against the property but did pass the resolution so they could proceed at a later date.

The City has not heard from you or your brother since October 2019. At the City Council meeting on February 20, 2020 at 6:30pm at City Hall the Council will revisit the issue.

If you have any questions, please contact me.

Respectfully,

*Marshall Lind*

City of Milaca  
Zoning Administrator/Building Official

CITY OF MILACA  
255 1<sup>ST</sup> ST E  
MILACA MN 56353  
(320) 983-3141

(320) 983-3142 FAX

[www.cityofmilaca.org](http://www.cityofmilaca.org)



# Carpetguy.biz LLC

15182 105th Ave  
Milaca, MN 56353

## Estimate

Date	Estimate No.
1/30/2020	129

612-747-9623

### Name/Address

City of Milaca  
255 1st Street E  
Milaca, MN 56353

### Ship To

Milaca Off Sale  
640 10th Ave SE  
Milaca

### Project

Description	Qty	Rate	Total
Furnish and install carpet tile and base. EF contract Artesian. Take up and dispose existing carpet.		9,400.00	9,400.00
+ 200.00 - Change bottom of Cooler Trim Color to match!			200.00
		<b>Total</b>	<b>\$9,400.00</b>

9,600.00

Phone #
612-747-9623

E-mail
brian@sheltonllc.com

VJ

# EMPIRE TOP DAY QUOTE

800-548-1300  
FOR BUSINESS

3 NORTHWEST AVE  
ORTHLAKE, IL 60164

DATE	QUOTE#
###	20CP20020721540
	ACTIVITY #
	1-4314483579

SALES REP:	Mat Jones
REP PHONE:	

OWNER INFORMATION		PROJECT INFORMATION	
NAME:		CONTACT NAME:	
ACCOUNT NAME:	Milaca Liquor Store	JOB NAME:	Milaca Liquor Store
ACCOUNT ADDRESS:	640 10th Ave South East	JOB ADDRESS:	640 10th Ave South East
CITY/STATE/ZIP:	Milaca, MN 56353	CITY/STATE/ZIP:	Milaca, MN 56353
PHONE:		PHONE:	
EMAIL:		EMAIL:	

MAT TYPE	INST TYPE	DESCRIPTION	QTY	UNIT PRICE	PRICE
CPT Tile	Glue Down	Congruity	321.00	SY \$ 19.74	\$ 6,336.54
		Skim Coat	2,736.00	SF \$ 0.84	\$ 2,298.24
		Roppe 4" VCB	422.00	LF \$ 2.04	\$ 860.88
		Take up Glue Down Broadloom	304.00	SY \$ 3.24	\$ 984.96
		customer to remove all furniture	-	\$ -	\$ -
		#159 Tile Carpet Joiner	100.00	LF \$ 3.47	\$ 347.00

CUSTOMER APPROVAL:	DATE:	TOTAL:	\$ 10,827.62
--------------------	-------	--------	--------------

completing the project as described

exclusions & Notes
1.
2.
3.
4.
5.

## Agreement for Professional Services

This Agreement is effective as of February 20, 2020, between City of Milaca, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Milaca Area Veterans Memorial – Design and Construction**.

**Client's Authorized Representative:** Tammy Pfaff  
**Address:** 255 1<sup>st</sup> Street East  
Milaca, MN 56353  
**Telephone:** 320.983.3141 **email:** TPfaff@milacacity.com

**Project Manager:** David Blommel  
**Address:** 1200 25<sup>th</sup> Avenue South, PO Box 1717  
St. Cloud, MN 56302-1717  
**Telephone:** 320.229.4349 **email:** dblommel@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

### Task 1 – Topographic Field Survey

- Establish a survey control network (vertical and horizontal).
- Place Gopher State One-Call utility locate request.
- Field locate Section corners and other necessary monuments adjacent to site.
- Survey location of field-identified private and public utilities on, or adjacent, the site.
- Survey site ground surface to create a design-accurate ground surface model for final design purposes.
- Survey location of other miscellaneous above-ground features anticipated to be needed as part of the final design.

**Fee:** Assuming snow covered conditions, we propose a lump sum cost of \$2,600. Fee may be reduced to \$1,800 if survey can be performed without snow cover. Performing topographic survey with snow cover creates risks of missing important features or secondary trips to collect missed information.

### Task 2 – Final Design

- Prepare construction plans including:
  - Title Sheet.
  - Construction Details.
  - Site grading.
  - American's with Disabilities Act compliance for walks and pedestrian ramps.
  - Planting Plan and Plan Selection for area adjacent to monument.
  - Structural foundation design for Obelisk Monument.
  - Assist Client in soliciting proposal for Geotechnical services.
- Prepare construction specifications including:
  - EJCDC Contract Documents (Standard Form of Agreement, Bid Form).
  - Responsible contractor certification.
  - Technical specifications for the improvements.

**Task 3 – Bidding**

- Upload bidding documents to on Qwest CDN for contractor download.
- Coordinate advertisement in local paper (advertising cost paid by City).
- Answer questions from bidders.
- Attend the bid opening at City of Milaca.
- Prepare a bid tabulation and recommendation for construction contract award.

**Task 4 – Construction Staking**

- Provide construction stakes and offsets for the contractor to construct the improvements.
  - Stake silt fence locations (one time).
  - Provide horizontal and vertical control stakes on site (one time).
  - Provide one set of sidewalk centerline stakes.
  - Provide one set of concrete curb and gutter cut/fill stakes on 10-foot intervals.
  - Provide blue tops on finished paver subgrade.
  - Provide staking for fencing.
  - Provide one set of construction limit boundary stakes as needed.
- Additional staking beyond the scope identified, or re-staking due to Contractor's operation, shall be at Contractor's expense.
- Assumes four 6 hour trips by a two person survey crew.

**Task 5 – Construction Administration**

- Assist Client in preparing Construction Agreement.
- Conduct pre-construction conference at City Hall.
- Review Contractor shop drawing submittals (one time).
- Make periodic site visits to observe progress and quality of executed work of Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents (up to 5 site visits estimated).
- Prepare and review Contractor applications for payment (2 payment applications estimated).
- Review contract close-out documents, including final payment application, and forward to Owner with recommendation for final payment.
- Attend 2 construction progress meetings.
- Total budgeted hours: 60 for Project Manager and 8 hours for Administration.

Full time Resident Project Representative Services are not included in the scope, but we can provide those services should they be requested.

**Assumptions:**

- A soil boring will be required at the location of the Obelisk. SEH will coordinate the boring but contacting for geotechnical services will be direct between by the City and the geotechnical firm.
- Attendance at City Council meetings will be limited to presenting construction contract bid results. Additional meetings will be billed at standard hourly rates.

**Schedule:** We will begin work at the discretion of the City Council. Should the Council chose to wait for spring thaw, we will begin once the snow has melted. We anticipate the design will take 8 weeks from authorization to proceed.

**Payment:**

Task	Fee	Expenses	Total Fee	Contract Type
Topographic Survey	\$2,100	\$500	\$2,600	Lump Sum
Design	\$17,000	\$400	\$17,400	Lump Sum
Bidding	\$3,500	\$0	\$3,500	Not to Exceed (Hourly)
Construction Staking	\$4,600	\$700	\$5,300	Not to Exceed (Hourly)
Construction Administration	\$9,300	\$200	\$9,500	Not to Exceed (Hourly)
			<b>\$38,300</b>	

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and A-2.

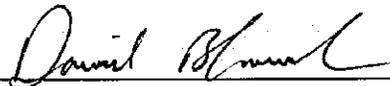
This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:  
None.

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Short Elliott Hendrickson Inc.

City of Milaca, Minnesota

By:   
David Blommel  
Title: Project Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between City of Milaca, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated February 20, 2020**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

### **C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

p:\kolm\mavmc\152494\1-gen\10-setup-cont\03-proposal\design\2020.02.20 exhibit a1.docx

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between City of Milaca, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated February 20, 2020**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

p:\co\m\mavmcl15249411-gen\110-setup-cont\03-proposal\design\2020.02.20 exhibit a2.docx

**Exhibit B**  
**to Agreement for Professional Services**  
**Between City of Milaca, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated February 20, 2020**

**A Listing of the Duties, Responsibilities and**  
**Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

**A. General**

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

**B. Duties and Responsibilities of RPR**

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
  - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples\*:
  - (a) Record date of receipt of shop drawings and samples.
  - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
  - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
  - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
  - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
  7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
  8. Records:
    - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
    - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
    - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
  9. Reports:
    - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
    - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
    - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
    - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
  10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
  11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
  12. Completion:
    - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
    - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
    - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

**C. Limitations of Authority**

**Resident Project Representative:**

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

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# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). 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 party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

## SECTION V – DISPUTE RESOLUTION

### A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

### B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

## SECTION VI – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**SHORT ELLIOTT HENDRICKSON, INC.**

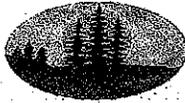
**St. Cloud Office  
Hourly Rate Schedule for Engineering Services**

**Effective January 1, 2020 – December 31, 2020**

Senior Project Manager.....	\$150	-	\$192
Project Manager, Sr Engineer, Sr Scientist, Sr Planner, Sr GIS Specialist .....	\$118	-	\$150
Project Engineer, Architect, Scientist, Planner .....	\$95	-	\$155
Registered Land Surveyor.....	\$105	-	\$160
Lead Technician, Lead Resident Project Representative.....	\$110	-	\$125
Staff (Graduate) Engineer, Architect, Scientist .....	\$90	-	\$120
Senior Technician, GIS Technician, Sr Resident Project Representative .....	\$95	-	\$115
Survey Crew Chief.....	\$70	-	\$115
Survey Instrument Operator.....	\$65	-	\$85
Technician, Resident Project Representative.....	\$65	-	\$95
Senior Administrative Assistant .....	\$65	-	\$99
Administrative Assistant .....	\$60	-	\$80
Intern .....	\$46	-	\$65
Specialist .....			Variable

**Reimbursable Expenses:**

Printing and Postage Costs.....	Actual Cost
Subconsultants.....	1.1 x Actual Cost
Mileage.....	IRS Rate
Survey Vehicle and Equipment (Including Hubs, Lath, Irons, etc.) .....	\$ 4.50 / Hour
GPS Equipment.....	\$30.00 / Hour
Total Station .....	\$30.00 / Hour
RPR Vehicle.....	\$16.00 / Day
Regular City Council Meetings .....	No Cost



CITY OF MILACA SPECIAL EVENT PERMIT APPLICATION

Paid \$ 50.00  
JAN 27 2020

Permit No. _____
Return to City Hall By: _____
Date of Application: <u>01.24.20</u>

NAME OF SPECIAL EVENT: Conservation Day  
 TYPE OF SPECIAL EVENT: Parade \_\_\_\_\_ Runs/Walks \_\_\_\_\_ Other: Classroom event  
 Applicant's or Organization's Name: Millelacs SWCD  
 Name of Contact Person: Maggie Daytime Phone: 370 983-2160  
 Address: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
 Fax Phone #: \_\_\_\_\_  
 Email Address: Maggie.Yuchenbaker@millelacs.mn.gov

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 May 13 Starting Time 7:30 am  
 Ending Date May 13 Ending Time 1 pm  
 Estimated Number of Participants Attending the Event 250  
 Number of Sanitary Facilities \_\_\_\_\_ Sanitary Locations \_\_\_\_\_

Where will Individuals Park School Buses in lot

Will Security Be Provided  Yes  No Explain Arrangements: \_\_\_\_\_

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

How will drinking water be provided attendees will buy their own

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

How will refuse be disposed of existing cans

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) Completed

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

1.

Location Entrance to park Between \_\_\_\_\_ & \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)  
Date May 13 Time 7:30 - ~~8:00~~ 1:00  
(Beginning) (End)  
Contact Person Maggie Daytime Phone 9832160 Cell Phone \_\_\_\_\_  
Special Requests \_\_\_\_\_

2.

Location \_\_\_\_\_ Between \_\_\_\_\_ & \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)  
Date \_\_\_\_\_ Time \_\_\_\_\_ - \_\_\_\_\_  
(Beginning) (End)  
Contact Person \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Special Requests \_\_\_\_\_

3.

Location \_\_\_\_\_ Between \_\_\_\_\_ & \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)  
Date \_\_\_\_\_ Time \_\_\_\_\_ - \_\_\_\_\_  
(Beginning) (End)  
Contact Person \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Special Requests \_\_\_\_\_

4.

Location \_\_\_\_\_ Between \_\_\_\_\_ & \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)  
Date \_\_\_\_\_ Time \_\_\_\_\_ - \_\_\_\_\_  
(Beginning) (End)  
Contact Person \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Special Requests \_\_\_\_\_

5.

Location \_\_\_\_\_ Between \_\_\_\_\_ & \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)  
Date \_\_\_\_\_ Time \_\_\_\_\_ - \_\_\_\_\_  
(Beginning) (End)  
Contact Person \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Special Requests \_\_\_\_\_

For additional street closings, attach a separate sheet of paper listing each closing individually.