

CITY OF MILACA  
CITY COUNCIL MEETING  
COUNCIL AGENDA  
JULY 19, 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\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
5. **Consent Agenda** MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - A. Approval of the Minutes – June 14, 2018
  - B. Approval of Bills
  - C. Treasurer’s Report (Quarterly)
  - D. Resolution 18-27 Appointing Election Judges, Polling Hours and Location
  - E. Resolution 18-28 Assessing Mowing Costs
  - F. Resolution 18-29 Assessing Unpaid Fire Department Charges
  - G. Resolution 18-30 Assessing Unpaid Water/Sewer Bills
  - H. Contract Amendment-Joint Powers Contract for City of Ogilvie
  - I. Agreement Establishment of Milaca Area Tourism
  - J. Joint Powers Agreement with Milaca Area Tourism
  - K. Approve Employment Agreement-City Manager
- Citizen Open Forum-**
6. **Requests and Communications-**
7. **Ordinance and Resolutions-**
8. **Ordinance #443- Second Reading**- Amending Mayor and Council Members; Compensation MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
9. **Ordinance #444- Second Reading**- Burning Regulations. MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
10. **Ordinance # 445 Notice of Proposed Ordinance-First Reading** Amending Chp 34 Fees, Charges & Rates
11. **Ordinance # 446 Notice of Proposed Ordinance-First Reading** Social Host Ordinance
12. **Ordinance # 447 Notice of Proposed Ordinance-First Reading** Chp 74 Amendments and Additions
13. **Reports of Departments, Boards and Commissions**
  - L. Police Department- Activity Report- Trespass
  - M. Parks Commission- Mayor to review activity MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - N. Public Works Department-Activity Report-
  - O. Planning Commission-No Meeting in July
  - P. Economic Development Commission- June 25<sup>th</sup> Meeting
  - Q. Fire Department- Fire Calls proposed increase paid to fire fighters MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - R. Airport Commission- July 12 Resolution 18-31 Grant Agreement MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - S. MCAT-IF Training- Phase III –
14. **Unfinished Business-** 560 5<sup>th</sup> St. SE Demo proposals- MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
15. **New Business-**
16. Cancel Previous called Special Mtg Aug 2 for the Preliminary Budget to Aug\_\_, 2018 at \_\_:00 p.m. MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
17. **Council Comments**
18. **Adjourn** \_\_\_\_\_p.m. MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_

**MILACA CITY COUNCIL MINUTES**  
**June 14, 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 Dillan, Gahm, and Johnson:

Councilors Absent: Muller

Staff present: City Manager Tammy Pfaff, City Attorney Damien Toven, Police Chief Todd Quaintance, Fire Chief Craig Billings, Building Official Marshall Lind.

Also Present (Signed In) Tom Kvamme, Sherrie Billings, Cindi Biederman.

**Approval of the Agenda**

On a motion by Johnson and seconded by Gahm, the agenda was approved with the addition of Resolution 18-26. Motion carried unanimously.

**Consent Agenda**

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

- a) Minutes of the May 17, 2018 City Council Meeting
- b) Bills for Payment
- c) Resolution 18-23 Order to Raze a Hazardous Building.
- d) Resolution 18-24 Accept donation from Bolton and Menk for \$250.00 for a granite plaque at the airport.
- e) Resolution 18-26 Assess Mowing cost at 550 4<sup>th</sup> Ave. SE

**Citizens Forum-** Cindi Biederman was present to bring concerns of the trails. Cindi stated that horses are using the paths and causing damage to the paths that has caused sprained ankles during the running event. Cindi is also concerned with the trails and the erosion that is happening in some areas. The council had taken action and informed Cindi that they have put up signs that no horses are allowed on the trails. Mayor Pedersen called on Cindi to come before the council and presented her with a Community Service Award for her dedicated service of twenty five years of commitment to "Runnin in the Ruff" event.

**Public Hearing** – none

**Requests and Communications-** Cross Walks- Mayor Pedersen discussed that we had a request to put up pedestrian crosswalk signs. Mayor Pedersen informed the council that we did put up the sign and it only lasted a few hours and it was destroyed.

**Ordinances and Resolutions-**

**Ordinance #441-** Second Reading -An Ordinance adopting the basic code updates. The second reading of the ordinance is accepted upon a motion by Dillan and the motion was seconded by Johnson. Motion carried unanimously.

**Ordinance #442-** Second Reading- An Ordinance amending the Liquor Regulations by adding authority to allow licensed Brew Pubs, Brewer Taprooms, Off Sale Malt Liquor (Growlers), Cocktail Rooms, Distilleries and Wineries within the City of Milaca. The second reading of the ordinance is accepted upon a motion by Johnson and the motion was seconded by Dillan. Motion carried unanimously.

Resolution 18-25 Summary Publication of Ordinance #442 is approved upon a motion by Gahm and seconded by Johnson. Motion carried unanimously.

Ordinance #443 First Reading- Amending Mayor and Council Members Compensation. Discussion of the extra meeting pay being removed from the ordinance and then brought back to council.

Ordinance #444 First Reading- Amending Open Burning Restrictions- Johnson entered a motion for approval with revised language as discussed by council to change language to have no set time. Council requested language revisions. The motion was then seconded by Dillan. Motion carried unanimously.

Council reviewed Chapter 34 Fees, Charges and Rates-

### Chapter 34 FEES, CHARGES, AND RATES

#### AIRPORT

	Current Fee	RECOMMENDATION Revised Fee Increase
Tie Down- Yearly	\$ 125.00	\$ 275.00
Airport Lot Lease	\$ 275.00	\$ 475.00

#### ANIMAL

Dog Impound Release Permit	\$ 10.00	\$ 20.00
Dog Impound - second Offense	\$ 15.00	\$ 30.00
Dog Impound - Third Offense	\$ 20.00	\$ 40.00
Dog Kennel- Daily Fee	\$ 5.00	\$ 10.00
Dog License- Biennial	\$10- First Dog \$10- Second Dog \$30- Third Dog	\$15- First Dog \$15- Second Dog \$30- Third Dog
Dog License- Duplicate	\$ 10.00	\$ 15.00

#### LICENSING AND PERMITS

Driveway Permit	\$ 10.00	\$ 25.00
Fireworks	\$ 10.00	\$ 25.00
Street Obstructions	\$ 5.00	\$ 15.00
Taxi-cab	\$ 10.00	\$ 25.00
Vacation of Street, Alley, or Easement	\$ 100.00	\$ 300.00

#### PARK AND RENTAL FEES-REC PARK

Band Shell- Resident	\$ 40.00	\$ 50.00
Band Shell- Non-Resident	\$ 50.00	\$ 60.00
Gorecki Center-Resident Mon-Th	\$ 50.00	\$ 60.00
Gorecki Center-Non-Resident Mon-Th	\$ 60.00	\$ 70.00
Gorecki Center-Resident Fri-Sun	\$ 100.00	\$ 110.00
Gorecki Center-Non-Resident Fri-Sun	\$ 120.00	\$ 130.00
Lion's Shelter-Resident	\$ 40.00	\$ 50.00
Lion's Shelter-Non-Resident	\$ 50.00	\$ 60.00
New Shelter-Resident	\$ 40.00	\$ 50.00
New Shelter-Non-Resident	\$ 50.00	\$ 60.00
Small Shelter-Resident	\$ 40.00	\$ 50.00
Small Shelter-Non-Resident	\$ 50.00	\$ 60.00
Wedding and/or Reception-Resident	\$ 150.00	\$ 200.00
Wedding and/or Reception-Non-Resident	\$ 200.00	\$ 250.00
ADD- Campsite Daily Rate- Resident		\$ 25.00
ADD- Campsite Daily Rate- Non-Resident		\$ 40.00
1st Night \$40, then \$25		\$ 40.00
ADD- Campsite Daily Rate- Primitive Site-Tents		\$ 10.00

#### PARK AND RENTAL FEES-REINEKE PARK

Civic Shelter- Resident	\$ 40.00	\$ 50.00
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Civic Shelter- Non-Resident	\$	50.00	\$	60.00
East Shelter-Resident	\$	40.00	\$	50.00
East Shelter-Non-Resident	\$	50.00	\$	60.00
Fitzpatrick Shelter-Resident	\$	40.00	\$	50.00
Fitzpatrick Shelter-Non-Resident	\$	50.00	\$	60.00

**PARK AND RENTAL FEES-RIVERVIEW**

**PARK**

Main Shelter- Resident	\$	40.00	\$	50.00
Main Shelter-Non-Resident	\$	50.00	\$	60.00
Wedding Event- Resident	\$	50.00	\$	60.00
Wedding Event-Non-Resident	\$	100.00	\$	110.00

**SEWER RATES**

Sewer Access Rates	\$	1,500.00	\$	2,000.00
Sewer Base Rate	\$	2.00	\$	3.00

**WATER RATES**

Water Access Rates	\$	1,000.00	\$	1,500.00
Water Base Rate	\$	11.50	\$	11.75
Applicant Fee	\$	6.00	\$	10.00
Meter Testing	\$	25.00	\$	50.00
Shut off request from customer	\$	15.00	\$	25.00
ADD-Winter Disconnect Fee	\$	-	\$	75.00

**DELETE FROM CHAPTER 34**

- Gambling, Bingo- CODE 116.27
- Gambling, Raffles, Pull Tabs- CODE 116.06
- Gambling, Combination -CHP 116
- Search- Unknown code- Not Used
- Meter reading- CODE 51.25- Not Used

**Reports of Departments, Boards and Commissions**

**Police Department-** Council reviewed the monthly report. There was discussion regarding a potential trespass for Rec Park, no action taken at this time. Police Chief Quaintance informed the council of recent discussion that he had with the county engineer and stated that it is not recommended to place a stop sign to control speed; he referred to the MN DOT guidelines. Council requested this be brought back before the council for a first reading at the next council meeting. Police Chief Quaintance presented a draft Social Host Ordinance for review and explained that many cities have adopted this ordinance. Council requested this ordinance to be brought back to the next council meeting for the first reading.

**Parks Commission-** Mayor Pedersen reported on the Park Commission meeting and the review of additional campsites and where they would be located. Mayor Pedersen will take this to the Park Commission for review. Mayor Pedersen brought before the council the request to appoint Kevin Martner to the Parks Commission. A motion was introduced by Dillan to appoint Kevin Martner to the Park Commission; the motion was seconded by Gahm. Motion carried unanimously.

**Public Works Department-** Council reviewed the activity report and upcoming projects

**Planning and Zoning Commission-** No meeting in June

**Economic Development Commission-** the City Manager reported they are still searching for properties.

**Fire Department-** Craig informed the council that he received notification from Center Point Energy for a grant of \$2,000.

**Liquor Store-** the City Manager informed the council that the new sign will be installed around the end of July.

**Airport Commission-** Presented before the council for approval is the request to update the Airport Layout Plan. The grant is 95% from MN DOT and 5% City. The City Manager explained that the 95/5 grant fee is not always available and recommend that they move forward with the ALP updates due to the new land that is to be purchased. Mayor Pedersen called for a motion. A motion was introduced by Dillan and seconded by Johnson to request the grant funding. All in favor, Dillan, Johnson, and Gahm. Opposed, Pedersen. Motion carried.

**MCAT –** Dillan stated that they did get the grant for \$20,000 which is a matching grant for the Phase III from the Initiative Foundation.

**Joint Powers Board with City of Braham;** No activity.

**Safety Committee-**

**Unfinished Business –**

**New Business-** Set Special meeting for the preliminary budget meeting. The council set the meeting for August 2<sup>nd</sup> at 6:00 p.m. upon a motion by Dillan and seconded by Johnson. Motion carried unanimously.

Special Event Permit- Hunter's Mobile Grill. The permit is approved upon a motion by Johnson and seconded by Gahm. Motion carried unanimously.

Special Event Permit Rec Fest. - Upon a motion by Johnson and seconded by Gahm the permit is approved. Motion carried unanimously.

Closed Meeting- Mayor Pedersen announced that the meeting would be closed to review the City Manager's evaluations and contract.

The regular council meeting was reopened at 8:49p.m. and items discussed will be brought before the council at the next city council meeting.

**Council Comments**

Mayor Pedersen asked the council for comments:

Council member Johnson – no comments.

Council member Muller-

Council member Dillan- stated Cindi is doing a great job and that the trail is getting better.

Council member Gahm- no comments

Mayor Pedersen- Announced that they will need volunteer drivers for the TRY Transportation in this area.

**Adjourn**

With no other business presented before the council, a motion to adjourn was made by Johnson, seconded by Dillan, all present voted in favor and the meeting adjourned at 8.52 p.m.

Motion carried unanimously.

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Mayor Harold Pedersen

ATTEST

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City Manager Tammy Pfaff

**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# 818136E	EFTPS-STATE TAXPAYMENT	6/25/2018	\$2,057.25	STATE W/H
Paid Chk# 818137E	EFTPS-STATE TAXPAYMENT	6/25/2018	\$146.50	STATE W/H
Paid Chk# 818144E	EFTPS-STATE TAXPAYMENT	7/9/2018	\$2,047.10	STATE W/H
Paid Chk# 818145E	EFTPS-STATE TAXPAYMENT	7/9/2018	\$146.50	STATE W/H
Paid Chk# 818152E	ENDICIA ACCOUNTING	6/28/2018	\$500.00	POSTAGE FOR METER
Paid Chk# 818153E	CENTERPOINT ENERGY	7/17/2018	\$827.19	NATURAL GAS
Paid Chk# 818154E	EAST CENTRAL ENERGY	7/7/2018	\$11,244.48	ELECTRIC
Paid Chk# 818155E	MILACA LOCAL LINK	7/20/2018	\$294.94	PHONE SERVICE
Paid Chk# 818156E	MN DEPT OF REVENUE	7/20/2018	\$1,361.00	W/S SALES TAX
Paid Chk# 818157E	INCONTACT INC	7/31/2018	\$96.05	LONG DISTANCE SERVICE
Paid Chk# 818158E	MN DEPT OF LABOR & INDUSTRY	7/20/2018	\$809.76	2ND QTR SURCHARGE
Paid Chk# 818159E	MIDCONTINENT COMMUNICATIONS	7/6/2018	\$65.00	INTERNET-
Paid Chk# 818160E	SELECT ACCOUNT	7/2/2018	\$16,325.10	3RD QTR CONTRIBUTIONS
	<b>Total Checks</b>		<b>\$35,920.87</b>	

**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# 044288	AMAZON	6/26/2018	\$738.77	PRINTER TONER-TREASURER
Paid Chk# 044289	BLUE CROSS BLUE SHIELD OF MINN	6/26/2018	\$13,919.24	MEDICAL INSUR-JULY 2018
Paid Chk# 044290	BOLTON & MENK INC	6/26/2018	\$1,075.00	BLDG AREA LAND ACQ-AIRPORT
Paid Chk# 044291	DELTA DENTAL OF MINNESOTA	6/26/2018	\$30.45	PED DENTAL-JULY 2018
Paid Chk# 044292	FAMILY HERITAGE LIFE INS CO	6/26/2018	\$135.00	SUPPL LIFE INS - JULY 2018
Paid Chk# 044293	L.E.L.S.	6/26/2018	\$245.00	POLICE UNION DUES-JULY 2018
Paid Chk# 044294	MINUTEMAN PRESS	6/26/2018	\$853.08	PARADE ROUTE SIGNS
Paid Chk# 044295	MN BENEFIT ASSOCIATION	6/26/2018	\$572.08	LIFE/DENTAL-JULY 2018
Paid Chk# 044296	UNUM LIFE INSURANCE CO	6/26/2018	\$591.82	LIFE, STD, LTD-JULY 2018
Paid Chk# 044297	VERIZON WIRELESS	6/26/2018	\$684.39	JUNE WIRELESS ROUTER SVC
Paid Chk# 044298	VISA	6/26/2018	\$19.92	PICTURE FRAMES-DOLLAR TREE
Paid Chk# 044299	MN DEPT OF HEALTH	6/26/2018	\$53.00	REC FEST-CAMPING-ADDTL SITES
Paid Chk# 044300	U.S. POSTAL SERVICE	6/28/2018	\$247.46	JUNE BILLINGS
Paid Chk# 044301	FRONTIER	7/10/2018	\$853.73	PHONE SVC-WATER
Paid Chk# 044302	JIM'S MILLE LACS DISPOSAL	7/10/2018	\$511.88	COMPOST-JUNE
Paid Chk# 044303	MILACA BLDG CENTER	7/10/2018	\$418.43	SHOP SUPPLIES-PW
Paid Chk# 044304	ALEX AIR APPARATUS, INC.	7/19/2018	\$180.00	BATTERY PACK
Paid Chk# 044305	AMERICAN SOLUTIONS FR BUSINES	7/19/2018	\$537.62	UTILITY BILLS
Paid Chk# 044306	AMERIPRIDE	7/19/2018	\$121.02	RUGS-CITY HALL
Paid Chk# 044307	ASHWORTH APPLIANCE	7/19/2018	\$250.00	REC PARK CAMERA REPAIR
Paid Chk# 044308	ASPEN MILLS	7/19/2018	\$175.85	UNIFORM-BARROS
Paid Chk# 044309	AUTO BODY TECHNICIANS	7/19/2018	\$69.99	MOWER BLADES-PARKS
Paid Chk# 044310	AW RESEARCH LABORATORIES	7/19/2018	\$657.00	TESTING-WATER
Paid Chk# 044311	BANK OF ZUMBROTA	7/19/2018	\$559.00	PED BRIDGE EQUIP CERT-INTEREST
Paid Chk# 044312	BANYON DATA SYSTEMS, INC.	7/19/2018	\$2,385.00	SOFTWARE SUPPORT-UTILITY BILLI
Paid Chk# 044313	BARROS, MICHAEL	7/19/2018	\$21.45	REIMB-GAS FOR SQUAD
Paid Chk# 044314	BILLINGS SERVICE	7/19/2018	\$1,538.11	GAS-TRAILS
Paid Chk# 044315	BJORKLUND COMPANIES	7/19/2018	\$1,040.00	32.5 TONS AG LIME
Paid Chk# 044316	BOLTON & MENK INC	7/19/2018	\$8,675.00	BLDG AREA LAND ACQ-AIRPORT
Paid Chk# 044317	CORE & MAIN LP	7/19/2018	\$250.83	OPERATING NUT WRENCH
Paid Chk# 044318	CORNER MART	7/19/2018	\$2,712.28	GAS-TRAILS
Paid Chk# 044319	CUSTOM FIRE APARATUS	7/19/2018	\$442.29	2006 STERLING PUMPER RPR
Paid Chk# 044320	DAVES EXCAVATING	7/19/2018	\$840.00	BLACK DIRT-PW
Paid Chk# 044321	DAVIS EQUIPMENT CORPORATION	7/19/2018	\$345.68	MOWER PARTS-AIRPORT
Paid Chk# 044322	DOVE FRET LAND PLLP	7/19/2018	\$3,670.45	CIVIL RETAINER
Paid Chk# 044323	E.C.M. PUBLISHERS, INC.	7/19/2018	\$493.12	REC FEST AD
Paid Chk# 044324	EARL F. ANDERSEN, INC.	7/19/2018	\$1,917.65	PEDESTRIAN SIGNS
Paid Chk# 044325	EMBROIDER THIS	7/19/2018	\$510.00	UNIFORMS-PW
Paid Chk# 044326	FEDERATED CO-OP	7/19/2018	\$40.28	WEED KILLER-AIRPORT
Paid Chk# 044327	FIRE EQUIPMENT SPECIALTIES INC	7/19/2018	\$771.24	CLASS A FOAM
Paid Chk# 044328	FIRST NATIONAL BANK OF MILACA	7/19/2018	\$6,003.00	2017 LIBRARY REFUNDING-INTERES
Paid Chk# 044329	FONDRIEST ENVIRONMENTAL INC	7/19/2018	\$404.59	EQUIPMENT RENTAL-WATER
Paid Chk# 044330	GK CONSULTING LLC	7/19/2018	\$750.00	JULY NETWORK
Paid Chk# 044331	GOPHER STATE ONE-CALL, INC.	7/19/2018	\$67.50	JUNE LOCATES
Paid Chk# 044332	HABERMAN, DIONNE	7/19/2018	\$212.16	JUNE 2018 OGILVIE MILEAGE
Paid Chk# 044333	HAWKINS, INC.	7/19/2018	\$2,135.99	CHEMICALS
Paid Chk# 044334	HENDY'S AUTO SERVICE	7/19/2018	\$294.03	RESCUE 4 REPAIR

**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# 044335	HJORT EXCAVATING	7/19/2018	\$8,507.63	CAMPsites- REC PARK
Paid Chk# 044336	KATKE, DELORIS	7/19/2018	\$40.08	WALL CHARGER-BANDSHELL PHONE
Paid Chk# 044337	KIRVIDA FIRE INC	7/19/2018	\$1,110.70	1994 PUMPER REPAIR
Paid Chk# 044338	KLM ENGINEERING, INC.	7/19/2018	\$1,600.00	KBK ANTENNA-OLD WATER TOWER I
Paid Chk# 044339	KNIFE RIVER CORP. - NORTH CENT	7/19/2018	\$3,487.80	CLASS 5 AGGREGATE-PW
Paid Chk# 044340	KOCH'S HARDWARE HANK	7/19/2018	\$933.45	SUPPLIES-CITY
Paid Chk# 044341	LEAGUE OF MN CITIES INSUR TRST	7/19/2018	\$101,319.00	AUTO-SEWER
Paid Chk# 044342	M.E. PLUMBING & HEATING	7/19/2018	\$803.59	EQUIPMENT REPAIR-FIRE
Paid Chk# 044343	MEYER'S MILACA PARTS CITY	7/19/2018	\$8.48	MOWER PARTS-PARKS
Paid Chk# 044344	MICHAEL BASICH INC	7/19/2018	\$4,200.00	ZIP LINE INSTALLATION
Paid Chk# 044345	MILACA AUTO VALUE	7/19/2018	\$264.96	DISC GOLF SUPPLIES
Paid Chk# 044346	MILACA CHAMBER OF COMMERCE	7/19/2018	\$732.18	LODGING TAX-MAY 2018
Paid Chk# 044347	MILACA GENERAL RENTAL CENTER	7/19/2018	\$1,374.66	MULCH-PARKS
Paid Chk# 044348	MILLE LACS COUNTY DAC	7/19/2018	\$635.85	CLEANING SVCS - FIRE
Paid Chk# 044349	MINNESOTA BLUEGRASS	7/19/2018	\$65.00	ADVERTISING-REC FEST
Paid Chk# 044350	MN COMPUTER SYSTEMS, INC.	7/19/2018	\$127.09	COPIER MAINTENANCE-DEP REG
Paid Chk# 044351	MN DEPT MANAGEMENT & BUDGET	7/19/2018	\$60.00	ADMINISTRATIVE FINES-JUNE 2018
Paid Chk# 044352	MN DEPT OF LABOR & INDUSTRY	7/19/2018	\$100.00	ELEVATOR-PARKS
Paid Chk# 044353	MNDRIVERSMANUALS.COM	7/19/2018	\$452.80	DRIVERS MANUALS
Paid Chk# 044354	NAPA CENTRAL MN	7/19/2018	\$4.49	PARTS-PW
Paid Chk# 044355	NORTHLAND TRUST SERVICES, INC	7/19/2018	\$13,951.25	GO 2012A INTEREST
Paid Chk# 044356	OLDENBURG, JOHN	7/19/2018	\$75.00	CELL PHONE REIMB-3RD QTR 2018
Paid Chk# 044357	OMANN BROTHERS PAVING INC	7/19/2018	\$985.02	AC FINES MIX
Paid Chk# 044358	PFAFF, TAMMY	7/19/2018	\$150.00	CELL PHONE REIMB-3RD QTR 2018
Paid Chk# 044359	QUILL CORPORATION	7/19/2018	\$298.01	STAMP-DEP REG
Paid Chk# 044360	ROBAK, RYAN	7/19/2018	\$4.94	REFUND OVERPMYT-305 13TH ST NE
Paid Chk# 044361	SMITH, LARRY	7/19/2018	\$9.97	REFUND OVERPYMT-542 5TH ST SE
Paid Chk# 044362	ST. CLOUD REFRIGERATION	7/19/2018	\$551.56	REPAIR HVAC-CITY HALL
Paid Chk# 044363	STANTEC	7/19/2018	\$1,042.50	SEAL COAT BID PKG/BOULDER RIDG
Paid Chk# 044364	STATE CHEMICAL SOLUTIONS	7/19/2018	\$475.65	PLAYGROUND PEST REPELLENT
Paid Chk# 044365	STIMMLER, DARRYL	7/19/2018	\$75.00	CELL PHONE REIMB-3RD QTR 2018
Paid Chk# 044366	STOLL, TIMOTHY M.	7/19/2018	\$400.00	ASBESTOS INSP-560 5TH ST SE
Paid Chk# 044367	STONEHEART GRANITE	7/19/2018	\$250.00	AIRPORT PLAQUE
Paid Chk# 044368	SUPER X POWER	7/19/2018	\$85.94	CHAIN SHARPENING-PARKS
Paid Chk# 044369	TEAL'S MARKET	7/19/2018	\$31.38	SUPPLIES-FIRE
Paid Chk# 044370	TIMMER IMPLEMENT	7/19/2018	\$559.40	PARTS-TRAILS
Paid Chk# 044371	WEINREICH, JACOB	7/19/2018	\$75.00	CELL PHONE REIMB-3RD QTR 2018
Paid Chk# 044372	WILLS LAWN CARE LLC	7/19/2018	\$275.00	MOWING
Paid Chk# 044373	WUBBEN, MARK	7/19/2018	\$75.00	CELL PHONE REIMB-3RD QTR 2018
Paid Chk# 044374	ZIMMERMAN TODAY	7/19/2018	\$2,298.00	REC FEST ADVERTISING
	<b>Total Checks</b>		<b>\$206,516.76</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# 918031E	EAST CENTRAL ENERGY	7/7/2018	\$2,096.24	ELECTRIC
Paid Chk# 918032E	CENTERPOINT ENERGY	7/11/2018	\$69.55	NATURAL GAS
Paid Chk# 918033E	MN DEPT OF REVENUE	7/20/2018	\$20,293.00	LIQUOR SALES TAX
Paid Chk# 918034E	MILACA, CITY OF (WATER/SEWER)	7/16/2018	\$27.40	WATER/SEWER
Paid Chk# 918035E	HIBU	7/2/2018	\$129.99	WEB HOSTING-
	<b>Total Checks</b>		<b>\$22,616.18</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# 024495	VERIZON WIRELESS	6/26/2018	\$41.52	JUNE DIGITAL SIGN
Paid Chk# 024496	BELLBOY CORP.	7/2/2018	\$1,894.32	LIQUOR
Paid Chk# 024497	BERNICKS	7/2/2018	\$5,893.30	NA
Paid Chk# 024498	BREAKTHRU BEVERAGE MN	7/2/2018	\$9,417.41	WINE
Paid Chk# 024499	BROOKVIEW WINERY	7/2/2018	\$144.00	WINE
Paid Chk# 024500	C & L DISTRIBUTING CO.	7/2/2018	\$44,379.54	UNIFORMS
Paid Chk# 024501	DAHLHEIMER DISTRIBUTING CO.	7/2/2018	\$32,214.82	BEER
Paid Chk# 024502	FORESTEDGE WINERY	7/2/2018	\$117.00	WINE
Paid Chk# 024503	FRONTIER	7/2/2018	\$143.60	JULY PHONE SVC
Paid Chk# 024504	JOHNSON BROTHERS LIQUOR CO.	7/2/2018	\$26,184.42	WINE
Paid Chk# 024505	MCDONALD DISTRIBUTING	7/2/2018	\$83.90	BEER
Paid Chk# 024506	PAUSTIS WINE CO.	7/2/2018	\$1,807.50	WINE
Paid Chk# 024507	PHILLIPS WINE AND SPIRITS	7/2/2018	\$4,181.96	WINE
Paid Chk# 024508	SOUTHERN GLAZERS OF MN	7/2/2018	\$9,765.14	LIQUOR
Paid Chk# 024509	ZABINSKI BUSINESS SERVICES INC	7/2/2018	\$235.13	SOFTWARE UPDATES
Paid Chk# 024510	JIM'S MILLE LACS DISPOSAL	7/12/2018	\$58.50	REFUSE COLLECTION
Paid Chk# 024511	LEAGUE OF MN CITIES INSUR TRST	7/12/2018	\$15,363.00	18-19 WORK COMP
Paid Chk# 024512	AMERICAN BOTTLING CO.	7/19/2018	\$178.46	NA
Paid Chk# 024513	AMERIPRIDE	7/19/2018	\$204.13	RUGS
Paid Chk# 024514	CRYSTAL SPRINGS ICE	7/19/2018	\$1,118.34	ICE
Paid Chk# 024515	GRANITE CITY JOBBING	7/19/2018	\$6,170.54	MISC
Paid Chk# 024516	GRANITE LEDGE ELECTRICAL	7/19/2018	\$1,040.87	HAND DRYER
Paid Chk# 024517	JEYS, VICTORIA	7/19/2018	\$76.38	REIMB PARADE SUPPLIES
Paid Chk# 024518	KOCH'S HARDWARE HANK	7/19/2018	\$78.32	SUPPLIES
Paid Chk# 024519	LUPULIN BREWING	7/19/2018	\$99.00	BEER
Paid Chk# 024520	M. AMUNDSON LLP	7/19/2018	\$3,100.81	TOBACCO
Paid Chk# 024521	MILLER TRUCKING INC.	7/19/2018	\$38.22	DELIVERY
Paid Chk# 024522	QUILL CORPORATION	7/19/2018	\$48.98	SUPPLIES
Paid Chk# 024523	RED BULL DISTRIBUTION CO INC	7/19/2018	\$69.10	NA
Paid Chk# 024524	THE WINE COMPANY	7/19/2018	\$615.00	DELIVERY
Paid Chk# 024525	VIKING BOTTLING CO.	7/19/2018	\$877.95	NA
	<b>Total Checks</b>		<b>\$165,641.16</b>	

## Sewer Fund Profit/Loss

January - June  
2018

### REVENUES:

Sales	\$140,979
Penalty	1,757
Reserve	<u>10,500</u>
	\$153,235

### EXPENSES:

Salaries	\$65,772
Utilities	6,096
Supplies	1,031
Insurance	4,115
Professional/Contracted Services	7,405
Repairs/Maintenance	2,102
Depreciation	55,000
Miscellaneous	<u>2,297</u>
	\$143,817

### NET PROFIT/LOSS

\$9,418

### NON OPERATING REV/EXP

Connections	\$20,500
Interest	9,130
Interest Expense/Fiscal Agent Fees	(3,315)
Bond Discount Amortization	0

\$35,733

Bond Principal	\$30,000
Capital Expenditures	0

# Water Fund Profit/Loss

January - June  
2018

## REVENUES:

Sales	\$255,482
Miscellaneous Charges	10,753
Penalties	<u>3,185</u>
	\$269,421

## EXPENSES:

Salaries	\$64,119
Utilities	22,102
Supplies	15,326
Insurance	4,865
Professional/Contracted Services	28,456
Repairs/Maintenance	1,568
Depreciation	82,500
Miscellaneous	<u>4,672</u>
	\$223,607

## NET PROFIT/LOSS

\$45,814

## NON OPERATING REV/EXP

Connections	\$14,500
Assessed Repairs	0
Interest	7,823
Interest Expense/Fiscal Agent Fees	(8,468)
Bond Discount Amortization	0

\$59,669

Bond Principal	\$5,000
Capital Expenditures	0

## Deputy Registrar Profit/Loss

January - June  
2018

### REVENUES:

Vehicle License	\$69,175
Drivers License	23,383
DNR	5,588
Miscellaneous	<u>862</u>
	\$99,008

### EXPENSES:

Salaries	\$79,296
Utilities	1,549
Supplies	1,888
Professional/Contracted Service	1,096
Depreciation	0
Miscellaneous	1,857
Repairs/Maintenance	0
Rent Expense	<u>3,000</u>
	\$88,686

### NET PROFIT/LOSS

\$10,322

### NON OPERATING REV/EXP

Interest \$64

\$10,386

**Liquor Profit/Loss**  
**January - June**  
**2018**

**REVENUES:**

Sales:

Liquor Sales	\$325,692		
Cost of Goods	<u>227,099</u>	98,593	30%
Wine Sales	103,412		
Cost of Goods	<u>71,296</u>	32,116	31%
Beer Sales	522,744		
Cost of Goods	<u>398,889</u>	123,855	24%
Tobacco	56,680		
Cost of Goods	<u>35,277</u>	21,403	38%
Mix-NonAlcoholic	19,289		
Cost of Goods	<u>12,682</u>	6,607	34%
Miscellaneous	22,637		
Cost of Goods	<u>11,518</u>	11,118	49%

Miscellaneous Revenue		<u>130</u>	
		<b>\$293,822</b>	

**EXPENSES:**

Salaries	\$122,294	
Utilities	12,192	
Supplies	4,071	
Insurance	0	
Professional Services	5,949	
Repairs/Minor Equipment	1,325	
Depreciation	22,000	
Miscellaneous	2,846	
Freight	6,514	
Credit Card Fees	13,380	
Unallocated	<u>0</u>	
		<u>\$190,571</u>

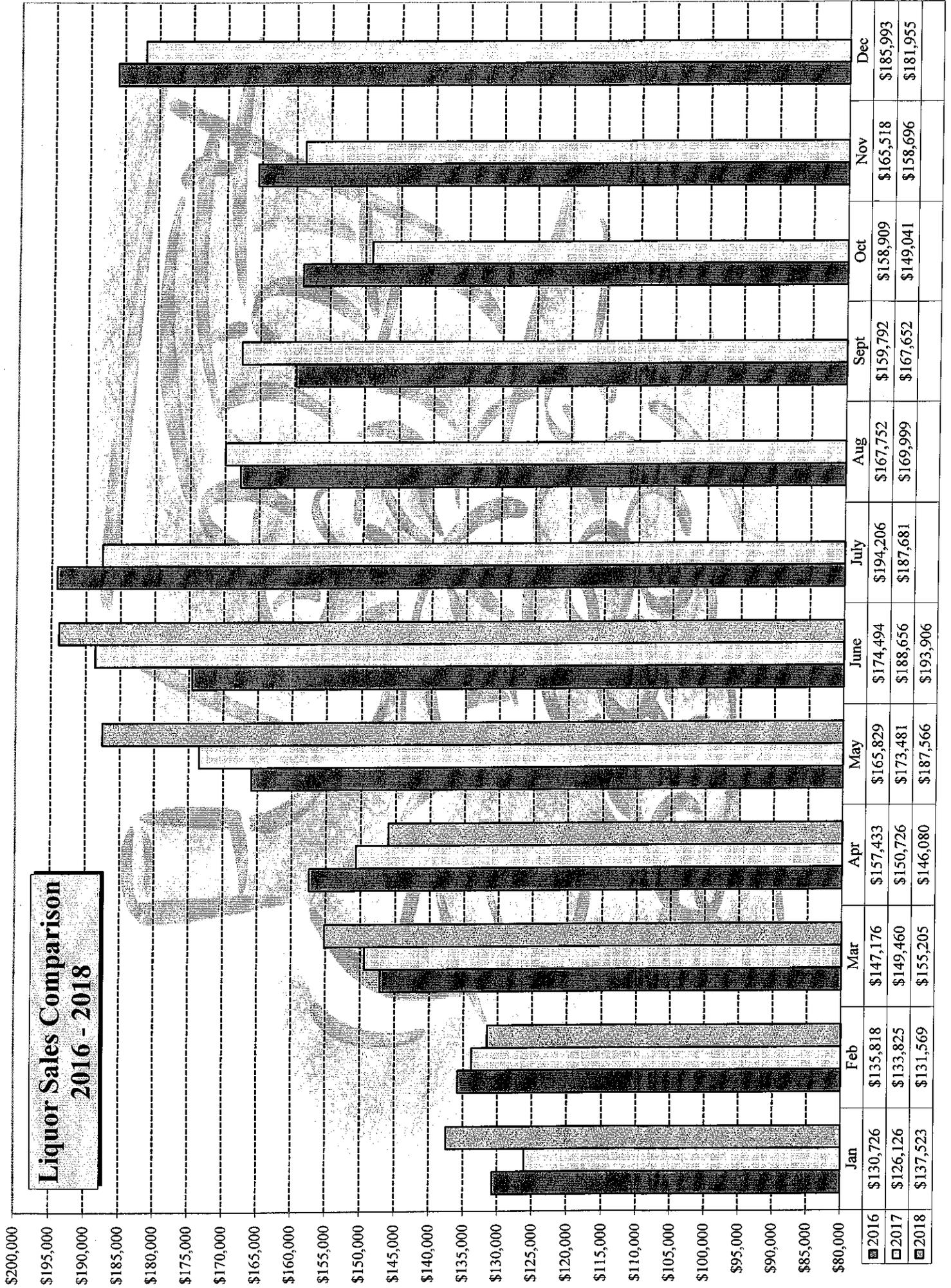
<b>NET PROFIT/LOSS</b>		<b><u><u>\$103,251</u></u></b>
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**NON OPERATING REV/EXP**

Interest	\$2,898	
Interest Expense/Fiscal Agent Fees	\$0	
Transfer to General Fund	\$0	
		<u><u>\$106,149</u></u>

Bond Principal	\$0
Capital Expenditures	59,775

**Liquor Sales Comparison  
2016 - 2018**



**CITY OF MILACA**  
**Council Monthly Budget Report**  
June 2018

<b>DEPT Descr</b>	<b>2018 YTD Budget</b>	<b>2018 YTD Amt</b>	<b>Balance</b>	<b>2018 % of Budget Remain</b>
Airport	\$104,900.00	\$118,848.15	(\$13,948.15)	-13.30%
Assessing	\$10,600.00	\$178.00	\$10,422.00	98.32%
Auditing	\$6,500.00	\$6,600.00	(\$100.00)	-1.54%
Building Inspection	\$48,495.00	\$46,634.84	\$1,860.16	3.84%
City Attorney	\$45,000.00	\$22,222.39	\$22,777.61	50.62%
City Hall	\$278,800.00	\$181,281.44	\$97,518.56	34.98%
City Manager	\$28,375.00	\$14,956.09	\$13,418.91	47.29%
Council	\$12,600.00	\$4,069.03	\$8,530.97	67.71%
Elections	\$3,000.00	\$0.00	\$3,000.00	100.00%
Fire Dept.	\$125,590.00	\$77,509.68	\$48,080.32	38.28%
Historical Society	\$0.00	\$0.00	\$0.00	0.00%
Liaison Officer	\$78,040.00	\$33,121.08	\$44,918.92	57.56%
Libraries	\$27,810.00	\$19,036.39	\$8,773.61	31.55%
Ogilvie	\$61,920.00	\$33,292.67	\$28,627.33	46.23%
Parks	\$129,415.00	\$83,081.77	\$46,333.23	35.80%
Planning Comm.	\$1,000.00	\$378.79	\$621.21	62.12%
Police Dept.	\$507,720.00	\$255,828.35	\$251,891.65	49.61%
Public Works	\$384,260.00	\$230,411.68	\$153,848.32	40.04%
Recreation	\$2,500.00	\$3,493.31	(\$993.31)	-39.73%
Senior Center	\$5,200.00	\$2,319.55	\$2,880.45	55.39%
Treasurer	\$28,975.00	\$15,489.34	\$13,485.66	46.54%
Unallocated	\$7,200.00	\$8,887.54	(\$759.54)	-10.55%
	<b>\$1,897,900.00</b>	<b>\$1,157,640.09</b>	<b>\$740,259.91</b>	<b>39.00%</b>

2018 INVESTMENT

June

**MORGAN STANLEY**

	Purch Date	Maturity Date	Int. Rt	Balance 12/31/17	Purchase	Cost	Maturities	Book Balance 12/31/18	Market Value	Interest Received	Interest Paid	Cash Balance
Beal Bank	3/21/17	1/17/18	0.95%	100,000.00		100,000.00	100,000.00	-	-	783.42	-	1,100,572.09
Wells Fargo Bank	3/13/18	4/13/18	1.10%	100,000.00		100,000.00	100,000.00	-	-	358.62	-	112,410.36
American Express Centurion	8/29/13	8/29/18	2.00%	150,000.00		150,000.00		150,000.00	150,000.00	1,487.67	-	(1,518.75)
Discover	9/24/14	9/24/18	1.80%	96,000.00		96,000.00		96,000.00	95,957.76	856.90	-	1,810.49
Ally Bank	11/13/15	11/13/18	1.60%	160,000.00		160,000.00		160,000.00	159,752.00	1,269.48	-	40,325.84
BMW Bank	12/26/16	12/26/18	1.40%	120,000.00		120,000.00		120,000.00	119,576.40	837.70	-	3,870.14
BMW Bank	12/30/13	12/31/18	2.00%	100,000.00		100,000.00		100,000.00	99,934.00	1,002.74	-	54,163.24
Ally Bank	3/18/17	3/18/19	1.50%	85,000.00		85,000.00		85,000.00	84,539.30	632.26	-	366.68
Oriental Bank	3/18/17	3/18/19	1.50%	15,000.00		15,000.00		15,000.00	14,918.70	111.58	-	43,048.45
American Express	7/29/15	7/29/19	2.05%	100,000.00		100,000.00		100,000.00	99,521.00	1,033.42	-	665.75
Capital One - Mclean	8/12/15	8/12/19	2.00%	100,000.00		100,000.00		100,000.00	99,609.00	1,008.22	-	4,560.82
Capital One - Glen Allen	8/19/15	8/19/19	2.10%	120,000.00		120,000.00		120,000.00	119,512.80	1,008.22	-	517.03
Capital One - Glen Allen	9/30/15	9/30/19	2.00%	110,000.00		110,000.00		110,000.00	109,373.00	1,270.36	-	56,841.01
Morgan Stanley Bank	1/18/18	1/21/20	2.20%	-	110,000.00	110,000.00		110,000.00	109,289.40	1,090.96	-	156,488.47
Synchrony	1/23/15	1/23/20	1.85%	120,000.00		120,000.00		120,000.00	119,178.00	1,119.12	-	685.80
Key Bank	3/16/17	3/16/20	1.75%	100,000.00		100,000.00		100,000.00	98,432.00	867.81	-	5,259.00
First Bank PR Santurce	4/7/17	4/7/20	1.70%	30,000.00		35,000.00		30,000.00	29,474.10	254.32	-	3,927.83
Sallie Mae Bank	6/22/17	6/22/20	1.90%	60,000.00		60,000.00		60,000.00	58,957.80	568.44	-	31,001.31
Capital One - Mclean	9/16/15	9/16/20	2.20%	100,000.00		100,000.00		100,000.00	98,710.00	1,090.96	-	(112,339.41)
Goldman Sachs	9/30/15	9/30/20	2.25%	45,000.00		45,000.00		45,000.00	44,122.95	502.09	-	27,205.29
BMW Bank	3/17/17	3/17/21	2.05%	25,000.00		25,000.00		25,000.00	24,417.25	254.14	-	(10,474.93)
American Express Centurion	3/30/17	4/5/21	2.30%	95,000.00		95,000.00		95,000.00	92,632.60	1,089.51	-	978,172.17
Wells Fargo Bank	3/28/17	4/12/21	2.25%	45,000.00		45,000.00		45,000.00	44,146.80	504.85	-	1,103,677.75
Wells Fargo Bank	5/26/15	5/26/21	1.35%	90,000.00		90,000.00	90,000.00	-	-	602.51	-	628,241.11
American Express	9/20/17	9/20/21	2.10%	100,000.00		100,000.00		100,000.00	96,644.00	1,041.37	-	137,927.24
State Bank of India NY	3/14/17	3/14/22	2.25%	75,000.00		75,000.00		75,000.00	72,810.00	836.82	-	89,288.33
Synchrony	3/30/17	4/7/22	2.40%	125,000.00		120,000.00		125,000.00	121,918.75	1,495.89	-	-
Comenity Bank	6/14/17	6/14/22	2.40%	200,000.00		200,000.00		200,000.00	193,134.05	2,393.42	-	4,456,693.11
Goldman Sachs	6/21/17	6/21/22	2.35%	100,000.00		100,000.00		100,000.00	97,130.00	1,171.78	-	-
UBS Bank USA	5/30/18	5/30/23	3.15%	-	100,000.00	100,000.00		100,000.00	99,364.00	-	-	-
JP Morgan Chase	4/17/18	4/17/25	3.00%	-	115,000.00	115,000.00		115,000.00	113,498.10	-	-	-
FHLM	10/27/16	10/27/23	1.30%	200,000.00		200,000.00		200,000.00	192,230.00	1,500.00	-	1,500.00
FNMA	3/23/16	4/19/24	1.50%	115,000.00		115,000.00		115,000.00	113,838.50	862.50	-	862.50
Federal Farm Credit Bank	10/31/17	8/28/24	2.50%	160,000.00		160,000.00		160,000.00	153,192.00	2,000.00	-	2,000.00
FHLM	9/30/16	9/30/24	1.25%	115,000.00		115,000.00		115,000.00	108,777.35	718.75	-	718.75
MONEY MARKET				10,368.21				6,054.35	6,054.35	68.53	-	68.53
<b>4-M FUND</b>				1,290,243.80	13,131.27		550,000.00	753,375.07	753,375.07	6,450.24	-	6,450.24
MONEY MARKET												

Payroll  
Gen Chking  
Liq Chking  
Motor

56,876.23  
211,460.22  
137,927.24  
4,456,693.11

56,876.23  
211,460.22  
137,927.24  
4,400,284.72

79.96  
159.07  
63.84  
37,439.25

**General Bank Reconciliation  
June 2018**

	<u>Balance</u>	<u>Receipts</u>	<u>Disburse</u>	<u>Balance</u>
Balance	48,841.22	250,244.92	239,013.19	60,072.95
Current Month Outstanding			3,226.75	(3,226.75)
Last Month Outstanding	(6,660.28)		(6,660.28)	
ACH Fees		(34.96)	(34.96)	
Bank Charges		0.00	0.00	
Credit Card Fees		(104.08)	(104.08)	
Deposit in transit				
Deposit correction		(5.00)	(5.00)	
Deposit not recorded				
<b>NSF Check</b>				
Johnson            6/18	0.00	0.00	(30.03)	30.03
Balance	42,180.94	250,100.88	235,405.59	56,876.23
Book Balance		250,100.88	155,003.57	
Motor			822.53	
Payroll			79,579.49	
		<u>250,100.88</u>	<u>235,405.59</u>	
		0.00	0.00	

**Liquor Bank Reconciliation  
June 2018**

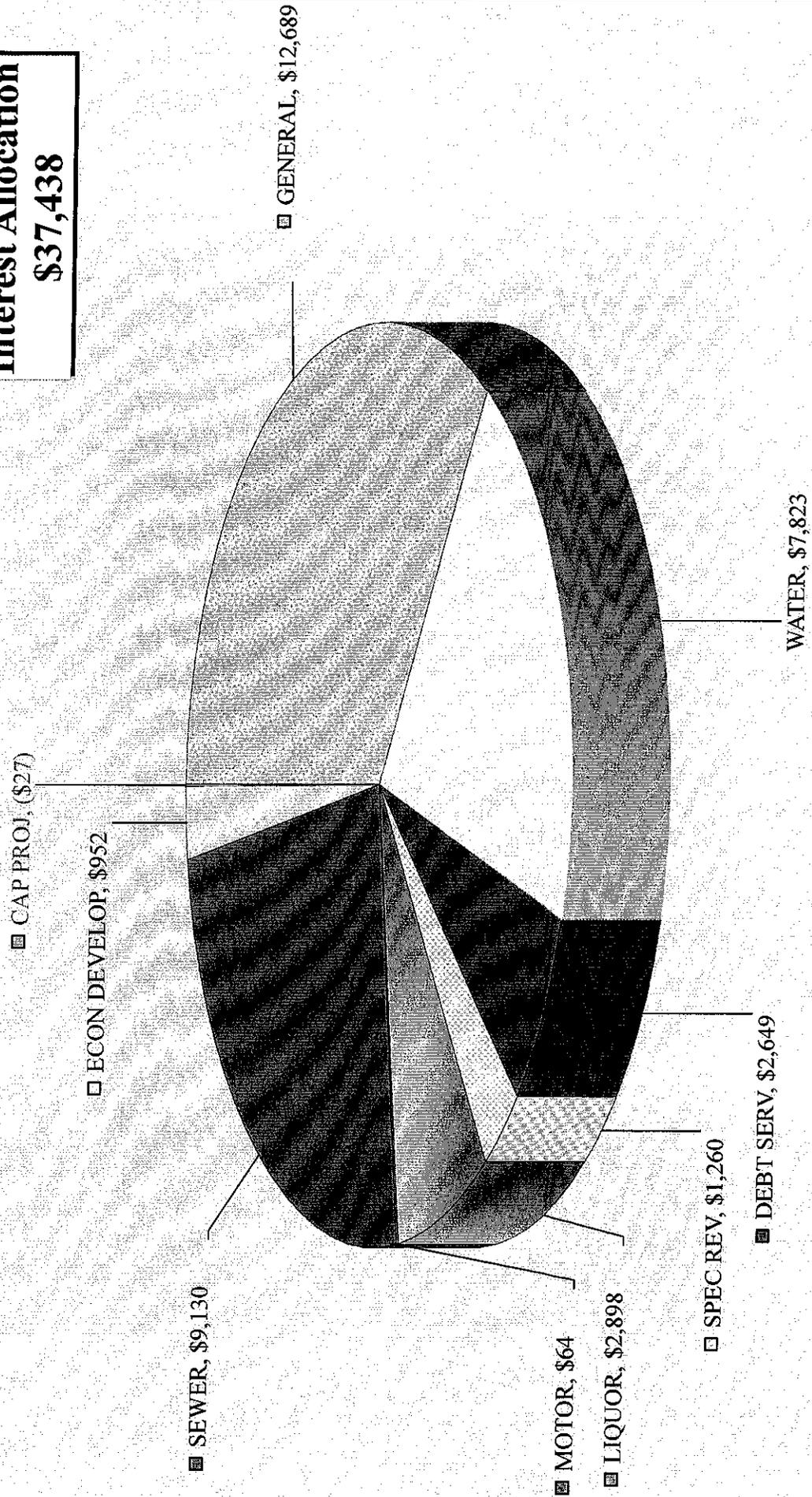
	<u>Balance</u>	<u>Receipts</u>	<u>Disburse</u>	<u>Balance</u>
Balance	376,445.15	209,840.00	247,828.70	338,456.45
Current Mnth Outstanding			136,555.01	(136,555.01)
Last Mnth Outstanding	(180,248.28)		(180,248.28)	
Deposit in Transit		9,558.78		9,558.78
Last Mnth Deposit in Transit	2,888.90	(2,888.90)		
Bank Charges		0.00	0.00	
Deposit Correction		0.00	0.00	
Credit Card Fees		(2,667.00)	(2,667.00)	

Balance	199,085.77	213,842.88	201,468.43	211,460.22
Book Balance		213,842.88	182,439.56	
Payroll			19,028.87	
			<u>201,468.43</u>	
		0.00	0.00	

**Deputy Registrar Bank Reconciliation**  
**June 2018**

	<u>Balance</u>	<u>Receipts</u>	<u>Disburse</u>	<u>Balance</u>
Balance	133,271.19	355,934.79	354,217.92	134,988.06
Last Month Outstanding	(9,441.31)		(9,441.31)	
Current Month Outstand			13,644.00	(13,644.00)
Last Mnth Dep in Transit	10,985.31	(10,985.31)		
Current Deposit in Transit		15,254.00		15,254.00
ACH TRANSACTION		(7,256.38)	(7,256.38)	
Bank Charges		0.00	0.00	
Deposit in transit		0.00	0.00	
Deposit correction		0.00	0.00	
<b>NSF Check</b>				
Rubes Auto            6/18	0.00	0.00	(1,329.18)	1,329.18
Book Balance	134,815.19	352,947.10	349,835.05	137,927.24
Book Balance		352,947.10	337,706.62	
Payroll			12,950.96	
Gen Exp			<u>(822.53)</u>	
		352,947.10	349,835.05	
		0.00	0.00	

**2018  
Second Quarter  
Interest Allocation  
\$37,438**



RESOLUTION NO. 18 – 27

RESOLUTION APPOINTING ELECTION JUDGES AND DESIGNATING POLLING  
HOURS AND LOCATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILACA,  
MINNESOTA;

1. Polling hours to be set from 7:00 a.m. to 8:00 p.m. for Primary and General Elections to be held August 14, 2018, and November 6, 2018.
2. Polling place to be the Milaca City Hall, 255 1<sup>st</sup> Street E, Milaca, MN 56353.
3. To appoint the following election judges:

Ardy Becklin  
Arla Johnson  
Leslie Anfinson  
Deloris Katke  
Sherie Billings  
Stephen Blenkush  
Pam Novak  
Karen Carter  
Bryan Warren  
Karen Schlenker  
Ginger Martin  
Carla Bruggeman  
Tammy Pfaff

4. To appoint Ardy Beckin, Carla Bruggeman and Tammy Pfaff as head election judges.

Adopted this 19th day of July, 2018.

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Mayor Harold Pedersen

ATTEST

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Tammy Pfaff, City Manager

RESOLUTION NO. 18 - 28

RESOLUTION ASSESSING MOWING COSTS

BE IT RESOLVED by the Milaca City Council that the council hereby assess the following cost of a nuisance abatement for a period of 1 (one) year at the rate of 7 (seven) percent payable for 2019 taxes:

PID #	OWNER	ADDRESS	DATE OF MOWING	ASSESSED
21-025-1900	Federal National Mortgage	710 3 <sup>rd</sup> St SE	06-01-18	\$60.00
21-036-2200	Simon, Tanya & James	550 4 <sup>th</sup> Ave SE	06-07-18	\$60.00
21-043-1350	Ledeen, Vernon	560 5 <sup>th</sup> St SE	06-07-18	\$60.00
21-360-0320	Carriveau, Mark	130 7 <sup>th</sup> St NW	06-01-18	\$60.00
21-360-0320	Carriveau, Mark	130 7 <sup>th</sup> St NW	06-14-18	\$60.00

Adopted this 19th day of July, 2018.

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

ATTEST

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

RESOLUTION NO. 18-29

A RESOLUTION ASSESSING UNPAID FIRE DEPARTMENT CHARGES FOR  
SERVICE

WHEREAS the Milaca Fire Department responded to a call at 13436 140<sup>th</sup> Street on  
February 17, 2018 and,

WHEREAS the invoice for the service has not been paid,

NOW THEREFORE BE IT RESOLVED BY THE MILACA CITY COUNCIL, that the  
City Council, pursuant to Ordinance No. 368, hereby assesses the following fire  
department charge for service against the benefited properties for property taxes payable  
2019 with a payment period of 1 (one) year and an interest rate of 7 (seven) percent.

\$1,989.34  
Daniel Freyholtz  
13436 140<sup>th</sup> Street  
Milaca, MN 56353  
PID #11-027-0900

Adopted this 19<sup>th</sup> day of July, 2018.

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Mayor Harold Pedersen

ATTEST

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Tammy Pfaff, City Manager

RESOLUTION NO. 18 – 30

RESOLUTION ASSESSING UNPAID WATER/SEWER BILLS

BE IT RESOLVED that the following unpaid water and sewer bill be levied against the described property for 2019 property taxes, for 1 (one) year, at a rate of 7 (seven) percent per annum:

PID #	OWNER	ADDRESS	ASSESSED
21-043-0760	Lahr, Mitchell	305 3 <sup>rd</sup> Ave SE	\$129.81

Adopted this 19<sup>th</sup> day of July, 2018.

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

ATTEST

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

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

1. **Compensation.** The Cities agree that Ogilvie shall pay Milaca the sum of \$55,500.00 per year in 2019 for all Administrative Services performed, said payments to be paid in installments of Four Thousand Six Hundred Twenty Five and 00/100 Dollars (\$4,625.00) per month and be billed quarterly to be approved pursuant to a monthly invoice submitted by Milaca to Ogilvie on or before the third Wednesday of each month to be approved by the Ogilvie City Council in thereafter. Ogilvie shall not be responsible for, and shall not pay or withhold any monies from the compensation for state or federal income taxes, FICA taxes, PERA employee withholding or City share, workers' compensation, unemployment compensation, health or dental insurance, or any other benefit or payment normally associated with an employee benefit package.

Approved by the Ogilvie City Council on June 20, 2018.



Mayor Mark Nilson

Approved by the Milaca City Council on July 19, 2018.

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Mayor Harold Pedersen

**AGREEMENT FOR THE ESTABLISHMENT OF A VISITORS BUREAU BETWEEN  
THE MILACA AREA TOURISM AND MILACA AREA CHAMBER OF COMMERCE**

**THIS AGREEMENT** made and entered on the \_\_\_\_ Day of \_\_\_\_\_, 2018, by and between the **Milaca Area Tourism**, and **Milaca Area Chamber of Commerce** for the purposes of managing the Milaca Area Tourism.

**WHEREAS**, the laws of the State of Minnesota Section 469.190 authorizes the Milaca Area Tourism to impose tax on the gross receipts of the furnishing of certain lodging, and

**WHEREAS**, the City, through the adoption of Ordinance No. 428 established a mechanism for the imposition and collection of the tax as authorized by law, and

**WHEREAS**, the purpose of the collection of said tax is to establish a source of funds to be expanded by City of Milaca for the advertising and promoting of the Region as a visitors bureau, and

**WHEREAS**, the Milaca Area Tourism has been established with an agreement with the Milaca Area Chamber of Commerce with the staff, facility and experience to carry out these objectives.

**I.**

**ORGANIZATION**

**Milaca Area Tourism**

**Milaca Area Chamber of Commerce**

A. **Purpose.** To advance the economic impact of tourism in the City of Milaca and the surrounding area by attracting visitors, conventions, meetings, events and trade shows.

B. **Milaca Area Tourism Board.**

**General Powers.** The affairs of the Milaca Area Tourism and the control and management of its property and business shall be managed by the Milaca Area Tourism Board with the By-Laws of the Milaca Area Tourism. Budget, policy decisions and the annual audit must be approved by the Milaca Area Tourism Board of Directors.

**Number, Tenure and Qualifications.** The Milaca Area Tourism Board shall consist of two voting representatives from the City of Milaca, one from the Cities of Pease, Bock or Foreston (collectively); two from the Milaca Area Chamber of Commerce; two from the Milaca School and a representative from the community. Administration shall be determined and selected by the Milaca Area Tourism Board as needed.

1. Meeting. Regular meetings of the Milaca Area Tourism Board shall be held quarterly at such place and hours as the Milaca Area Tourism Board may determine. Special meetings may be called as needed.
2. Quorum. Five voting members of the Milaca Area Tourism Board shall constitute a quorum for the transaction of business at any meeting of the Milaca Area Tourism Board.

## **II. POLICY**

The Milaca Area Tourism Board is responsible for establishing procedure and formulating policy of the organization consistent with and subordinate to the By-Laws of the Milaca Area Tourism. It is also responsible for adopting all policies of the organization. These policies shall be maintained in a manual to be reviewed and revised as necessary.

## **III. FINANCES**

All money received shall be placed in a special operating fund of the Milaca Area Chamber of Commerce and shall be designed for the operation and activities of the Milaca Area Tourism. The Milaca Area Chamber of Commerce shall establish and maintain separate books, records and bank accounts for the operations and activities of the Milaca Area Tourism. The Milaca Area Tourism shall not commingle its funds with the Milaca Area Chamber of Commerce or any other entity. The fiscal year shall begin January 1 and end December 31. All bank instruments must be co-signed by the President and Treasurer.

The Administrator of the Milaca Area Tourism shall be paid a stipend determined by the Milaca Area Tourism Board.

## **IV. DUTIES**

The Milaca Area Tourism shall furnish to the City of Milaca and surrounding area the following services:

- A. Support staff to provide informational services in answering inquiries about the community via mail, telephone and personal contact.
- B. Conference planning and coordination assistance to organizations and businesses with the City and surrounding area.

- C. Distribute free brochures, maps, and guides to the City of Milaca and surrounding area to potential visitors and meeting planners.
- D. Promote the City of Milaca and the surrounding area as a tourist destination center by advertising of the local hospitality industry, attractions and events.

**V.  
ANNUAL REPORT**

The Milaca Area Tourism shall distribute an Annual Report to the City Council within the first quarter of each year.

**VI.  
HOLD HARMLESS**

Any and all employees, agents or contractors of the Milaca Area Chamber of Commerce or the Milaca Area Tourism, or any other persons, while engaged in the performance of any service required by the Milaca Area Chamber of Commerce, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said individuals or other persons while so engaged, and any and all claims made by the third party as a consequence of any act or omission on the part of the Milaca Area Tourism, or employees, agents or contractors or other individuals while so engaged in any of the services provided to be rendered herein, shall in no way be the obligation or the responsibility of the City. And in connection therewith, the Milaca Area Chamber of Commerce hereby agrees to indemnify, save, and hold harmless, defend the City and all its employees, agents or contractors thereof, from any and all claims, demands, actions or causes of action whatever nature or character arising out of or by reason of the execution of the performance of the services provided in accordance with this agreement, excepting therefrom City Manager duties and city duties relating to the collection of taxes.

**VII.  
BUDGET**

The annual budget submitted by the Milaca Area Tourism and Milaca Area Chamber of Commerce to the City Council for its approval shall be approved or disapproved in total by November of each year.

**VIII.  
EXPENDITURES**

It is understood by the parties that the Milaca Area Tourism shall have the discretion to vary expenditures from the budget provided for herein when in its judgement the funds will best promote the tourist and convention activities within the City of Milaca and the surrounding area. The Milaca Area Tourism shall not expend for services under this agreement a sum of 95% of the revenue collected by the City under Ordinance No. 428. Five percent (5%) of the balance of the funds must be reserved for contingencies.

**IX.  
RECEIPT OF FUNDS**

The City shall remit to the Bureau at least 95% of the lodging tax payments received by the City on a monthly basis, following the month of receipt.

**X.  
TERM**

The term of this agreement began on \_\_\_\_\_, 2018, and this agreement may be terminated by either party with 90 days' notice. In the event that Ordinance No. 428 is ever rescinded, then all agreements are null and void.

MILACA AREA TOURISM

MILACA AREA CHAMBER OF  
COMMERCE

By: \_\_\_\_\_  
City

By: \_\_\_\_\_  
Chamber President

## Joint Powers Agreement

### CITY OF MILACA AND MILACA AREA TOURISM AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, by and between the **City of Milaca, a Minnesota municipal corporation, hereinafter referred to as "City,"** and the **Milaca Area Tourism, a Minnesota non-profit corporation.**

#### **WITNESSETH:**

The City has enacted a tax on lodging within the City to fund a visitor's bureau in accordance with Minnesota Statutes Section 469.190.

The Milaca Area Tourism has the staff, facility, and experience to carry out the objectives of promoting City of Milaca and surrounding area as a tourism area.

The City desires the Milaca Area Tourism to provide the services of a visitor's bureau on behalf of the City, and the Milaca Area Tourism desires to provide those services.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises contained herein, sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Term.** The term of the Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 and will continue unless terminated by one of the parties hereto in accordance with paragraph 7 of this Agreement. In the event that Ordinance No. 428 is ever rescinded, then all agreements are null and void.
2. **Services Provided by Milaca Area Tourism.**  
The Milaca Area Tourism shall furnish the following services:
  - a. Informational services in answering inquiries about the City of Milaca and surrounding area via mail, telephone, personal, and electronic contacts.
  - b. Prepare and present through websites, audio visual presentations, social networking sites information to the public and groups to attract visitors to City of Milaca and the surrounding area.
  - c. Supply support material including, but not limited to maps, accommodations list, and information in general.
  - d. Promote City of Milaca and surrounding area through regional, state, national and international advertising of hospitality industry and attractions.
  - e. Provide administrative and financial services as directed by the Milaca Area Tourism, and as determined by the Service Agreement between the service provider and the Milaca Area Tourism.
3. **Charges.** Basic services provided pursuant to Paragraph 2 of this Agreement shall be without charge to the person or organization utilizing said services unless authorized by contractual agreement or action of the Milaca Area Tourism Board of Directors.
4. **Budget.** The Milaca Area Tourism shall submit its annual budget for review by the City on or before the first day of November of the year preceding the effective date of the budget. Such budget shall detail specifically the uses to which monies received shall be spent to provide the services described in Paragraph 2 of this Agreement.

It is understood between the parties that the actual revenues being generated under Paragraph 5 may vary from the amount anticipated in the budget. For this reason, it is agreed that the budget may be modified, providing that any adjustments shall be made by a two thirds quorum vote of the Milaca Area Tourism Board of Directors, and the City is given at least 60 days written notice of the modification.

Notwithstanding any other language to the contrary the Milaca Area Tourism shall not expend any sums beyond its revenues.

5. **Funding.** The City shall remit each month to the Milaca Area Tourism, for funding of the Milaca Area Tourism, 95% of the lodging tax payments received by the City less adjustments, in the preceding month during the term of this Agreement.

6. **Verification of Expenditures.** The Milaca Area Tourism will provide the City a copy of the Milaca Area Tourism's quarterly financial statements, showing monthly, year to date, and budget figures, properly itemized and verified by the Board of the Milaca Area Tourism. The City shall have the right of access to the books and records of the Milaca Area Tourism at any time during normal business hours to audit revenues and/or expenditures.

7. **Termination.** Either party may terminate this Agreement by providing written notice to that effect by June 30<sup>th</sup> to the other party. Such termination shall be effective on December 31<sup>st</sup> of the calendar year in which notice is given. In the event that Ordinance No. 428 is ever rescinded, then all agreements are null and void.

8. **Composition of Milaca Area Tourism's Board of Directors.** The City and the Milaca Area Tourism agree that the Milaca Area Tourism's Board of Directors shall consist of: Two voting representatives from the City of Milaca, one from the Cities of Pease, Bock or Foreston (collectively); two from the Milaca Area Chamber of Commerce; two from the Milaca School and a representative from the community. Administration shall be determined and selected by the Milaca Area Tourism Board as needed.

9. **Hold Harmless.** Any and all employees, agents or contractors of the Milaca Area Tourism or any other persons, while engaged in the performance of any service required by the Milaca Area Tourism under this Agreement, shall not be considered employees of the City, and any or all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees, agents or contractors or other persons while engaged, and any and all claims made by the third party as a consequence of any act or omission on the part of the Milaca Area Tourism, or its employees, agents or contractors or other persons while so engaged in any of the services provided to be rendered herein, shall in no way be the obligation or the responsibility of the City. In connection therewith, the Milaca Area Tourism hereby agrees to indemnify, save, and hold harmless, and defend the City and all of its officers,

employees, agents or contractors from any and all claims, demands, actions, or causes of actions of whatever nature or character arising out of or by reason of the execution or performance of the services provided for in this Agreement.

10. **Multiple City Participation.** The Milaca Area Tourism in addition to providing services to the City, will also provide similar services described in Paragraph 2 of this Agreement to the other communities and that all cities maybe jointly promoted as a unitary visitor's bureau. Therefore, it is specifically authorized that funding for such joint promotion will be financed pursuant to the Agreement.

11. **Discrimination.** The Milaca Area Tourism, in providing services hereunder shall comply with the provisions of Minnesota Statutes Section 181.59 as the same may be amended from time to time. The Milaca Area Tourism shall not discriminate against any person or firm in any of its activities pursuant to Minn. Stat. §181.59 which is incorporated into this agreement.

12. **Insurance.** The Milaca Area Tourism shall carry insurance to cover its employees, agents or contractors and other individuals while performing services pursuant to this Agreement. Such insurance shall provide comprehensive general liability and property damage coverage to the Milaca Area Tourism and its employees, agents or contractors and other individuals in such amounts as will equal the applicable limits of liability to which the City may be held pursuant to state statute as the same may be amended from time to time. The Milaca Area Tourism shall also carry Workers' Compensation as required by Minn. Stat. §176.182 and provide the City with proof of compliance with §176.182 before commencing to provide services hereunder.

13. **Laws.** The Milaca Area Tourism will comply with all applicable Federal, Minnesota Statute Section 469.190 and local laws in the performance of its obligations hereunder.

14. **Integration.** This document is fully integrated, in bodying the entire Agreement between the parties. Any amendment to this Agreement shall be in writing and executed in the same manner as this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF MILACA**

**MILACA AREA TOURISM**

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

By: \_\_\_\_\_, President

# EMPLOYMENT AGREEMENT

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF MILACA, a Minnesota municipal corporation ("Employer"), and TAMMY LOU PFAFF ("Employee").

The parties agree as follows:

- 1) **POSITION.** Employer agrees to employ Employee as its City Manager.
- 2) Employee agrees to serve as City Manager in accordance with state statutes, City ordinances and the Code of Ethics of the International and Minnesota City/County Management Associations, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.
- 3) **CONTINGENCIES.** The offer of employment is contingent upon satisfactory completion of a comprehensive background investigation. Employment includes both satisfactory on the job performance and satisfactory attainment of leadership benchmarks as established by Employer. Leadership expectations will include progress on developing a participatory leadership approach, demonstrated customer service excellence, and positive performance working with department heads and administrative staff. A panel comprised of the Mayor, one Councilor, and up to two staff members will monitor, review, and determine progress on these goals. The position is subject to a 12-month probationary period during which time the City Council can terminate the employment agreement at will.
- 4) **PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law and the Employer.
- 5) **SALARY.** Employer shall pay Employee a salary of \$72,000 per year starting January 1, 2019. After that there will be an annual performance review at which time Employer agrees to consider an increase in compensation to the Employee dependent upon the results of the performance evaluation on an annual basis.

- 6) **SICK LEAVE.** Effective upon Employee's first day of employment, Employee shall accrue sick leave at the rate of eight (8) hours for each calendar month of full-time service.
- 7) **VACATIONS.** Effective upon Employee's first day of employment, Employee shall accrue vacation leave in accordance with the following schedule;

<b>YEARS OF EMPLOYEMNT</b>	<b>VACATION ACCURAL</b>
1 <sup>ST</sup>	80.00 Hours/Year
2nd	96.00 Hours/Year
3 <sup>RD</sup> & 4 <sup>TH</sup>	96.00 Hours/Year
5 <sup>TH</sup> , 6 <sup>TH</sup> , & 7 <sup>TH</sup>	104.00 Hours/Year
8 <sup>TH</sup> , & 9 <sup>TH</sup>	112.00 Hours/Year
10 <sup>TH</sup> , 11 <sup>TH</sup> , 12 <sup>TH</sup> , 13 <sup>TH</sup> , & 14 <sup>TH</sup>	120.00 Hours/Year
15 <sup>TH</sup>	160.00 Hours/Year
16 <sup>TH</sup>	168.00 Hours/Year
17 <sup>TH</sup>	176.00 Hours/Year
18 <sup>TH</sup>	184.00 Hours/Year
19 <sup>TH</sup>	192.00 Hours/Year
20 <sup>TH</sup>	200.00 Hours/Year

- 8) **HOLIDAYS.** Employer shall provide Employee the same holidays as enjoyed by other non-union employees.
- 9) **GENERAL INSURANCE.** Employer shall provide Employee the same group hospital, medical, dental, life and disability insurance benefits as provided to all other non-union employees.
- 10) **DUES AND SUBSCRIPTIONS.** Employer shall budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement.

11) **PROFESSIONAL DEVELOPMENT.** Employee shall successfully complete leadership training as identified by Employer within the timeframe designated by Employer. In addition, Employer shall budget and pay necessary and reasonable registration, travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Employee shall use good judgment in her outside activities so she will not neglect her primary duties to the Employer.

12) **CIVIC CLUB MEMBERSHIP.** Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations as deemed appropriate by Employee and Employer at Employer's expense.

13) **GENERAL EXPENSES.** Employer shall reimburse Employee reasonable miscellaneous job related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.

14) **HOURS OF WORK.** It is understood that the position of City Manager requires attendance at evening meetings and possibly weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Employee may absent herself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

15) **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with Employer, subject only to the provisions of this Agreement.

**IN WITNESS WHEREOF**, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor and Interim City Manager, and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:  
CITY OF MILACA

EMPLOYEE:

BY: \_\_\_\_\_  
Harold Pedersen, Its Mayor

\_\_\_\_\_   
Tammy Lou Pfaff

ORDINANCE NO. 443-SECOND READING

AN ORDINANCE AMENDING TITLE III: ADMINISTRATION, CHAPTER 30, SECTION 30.23  
MAYOR AND COUNCIL MEMBERS; COMPENSATION

Changes Indicated by underline and deletions are indicated by ~~striketrough~~.

THE CITY COUNCIL OF THE CITY OF MILACA ORDAINS:

Under Chapter 30.23 (A) Salaries of the Mayor and Council members shall be fixed by ordinance. No change in salary shall take place until after the next succeeding city election.

The salaries of the Mayor and Council Members of the City of Milaca are hereby established effective January 1, 2019, except as hereafter qualified, as follows:

Mayor----- \$300.00 per month  
Councilmembers----- \$200.00 per month

Under Chapter 30.23 are the following deletions:

~~Section (B) The Mayor and Council Members of the city are hereby authorized to receive a payment per special Council meeting for up to six special meetings in any calendar year.~~

~~Section (C) Per Diem may be collected by Council members and the Mayor for attending various meetings, schools, and seminars for the betterment of the city. Further provided, that all these persons attending various city functions shall do so by the expressed wishes of the City Council. Further provided, that all these persons shall be paid an amount for one half day attendance assuming the person does not need to leave home before 12:00 noon; a person leaving before 12:00 noon will receive a full day's per diem.~~

This ordinance shall repeal Ordinance No. 211 and supersedes any other ordinances governing council compensation.

Adopted by the City Council of the City of Milaca this 19th day of July, 2018

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

ATTEST:

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

First Reading: June 14<sup>th</sup>, 2018  
Second Reading: July 19<sup>th</sup>, 2018  
Published:

**ORDINANCE NO. 444**  
**AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS) CHAPTER 93**  
**(FIRE PREVENTION; BURNING REGULATIONS) SECTION 93.02 (OPEN BURNING**  
**RESTRICTIONS) OF THE CITY OF MILACA CODE OF ORDINANCES**

Additions indicated by underline and deletions are indicated by ~~striketrough~~

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

Section

- 93.01 Intent
- 93.02 Amendment

**§ 93.01 INTENT.**

It is the intent of this ordinance to amend Title IX (General Regulations) of Chapter 93 (Fire Prevention; Burning Regulations) Section 93.02 (Open Burning Restriction) of the City of Milaca Code of Ordinances to eliminate the prohibition against open fires between the time period of 11:00 p.m. until 9:00 a.m.

**§93.02 TITLE IX (GENERAL REGULATIONS) CHAPTER 93 (FIRE PREVENTION; BURNING REGULATIONS) SECTION 93.02 (OPEN BURNING RESTRICTIONS) OF THE CITY OF MILACA CODE OF ORDINANCES IS HEREBY AMENDED TO READ:**

- (A) No persons shall cause, suffer, allow, or permit open burning within the boundaries except under the following circumstance.
- (B) Fires set for recreational, ceremonial, food preparation, or social purposes are permitted provided only wood, coal, or charcoal is burned.
  - (1) A person 18 years or older must be present at any fire permitted under this section. Fires permitted pursuant to this section shall not be left unattended.
  - (2) No fire permitted under this section may create or maintain a condition that violates §§ 94.15 through 94.18, regarding public nuisances.
  - (3) Fires shall be no closer than 10 feet to the base of any structure, tree, shrub, or other combustible material, and shall be no closer than 20 feet to a property line.

~~(4) Fires shall be completely extinguished by 11:00 p.m. No fire shall be permitted before 9:00 a.m.~~

(54) All fires permitted under this section shall be in a fire pit, fire ring, or other confined space specifically designed for a fire. Burn barrels are prohibited. Burning material must be entirely within the designed fire area. Under no circumstances shall any portion of the fire be larger than two feet in diameter or two feet off the surface of the ground.

(65) Persons violating this subchapter shall be guilty of a misdemeanor.

Adopted by the City Council of the City of Milaca this 19<sup>th</sup> day of July, 2018.

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Harold Pedersen, Mayor

ATTEST:

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Tammy Pfaff, City Manager

First Reading: June 14, 2018  
Second Reading: July 19, 2018  
Published:

# ORDINANCE NO. 445

## AMENDING Chapter 34 FEES, CHARGES, AND RATES (First Reading)

**AIRPORT**

CODE	Current Fee	Revised Fee	Increase	
34.30 Tie Down- Yearly	\$ 125.00	\$ 275.00	\$ 275.00	
34.30 Airport Lot Lease	\$ 275.00	\$ 475.00	\$ 200.00	
<b>ANIMAL</b>				
95.05 Dog Impound Release Permit	\$ 10.00	\$ 20.00	\$ 10.00	
95.05 Dog Impound - second Offense	\$ 15.00	\$ 30.00	\$ 15.00	
95.05 Dog Impound - Third Offense	\$ 20.00	\$ 40.00	\$ 20.00	
95.05 Dog Kennel- Daily Fee	\$ 5.00	\$ 10.00	\$ 5.00	
95.05 Dog License- Biennial	\$10- First Dog	\$15- First Dog		
95.05	\$10- Second Dog	\$15- Second Dog		
95.05	\$30- Third Dog	\$30- Third Dog		
95.05 Dog License- Duplicate	\$ 10.00	\$ 15.00	\$ 5.00	
<b>LICENSING AND PERMITS</b>				
34.30 Driveway Permit	\$ 10.00	\$ 25.00	\$ 15.00	
111.01 Fireworks	\$ 10.00	\$ 25.00	\$ 15.00	
92.35 Street Obstructions	\$ 5.00	\$ 15.00	\$ 10.00	
112.03 Taxi-cab	\$ 10.00	\$ 25.00	\$ 15.00	
155.04 Vacation of Street, Alley, or Easement	\$ 100.00	\$ 300.00	\$ 200.00	
<b>PARK AND RENTAL FEES-REC PARK</b>				
34.30 Band Shell- Resident or Non-Resident	\$ 40.00	\$ 50.00	\$ 10.00	\$75.00 Deposit
34.30 Band Shell- Non-Resident	\$ 50.00	\$ 60.00	\$ 10.00	\$75.00 Deposit
34.30 Gorecki Center-Resident Mon-Th	\$ 50.00	\$ 60.00	\$ 10.00	\$150.00 Deposit
34.30 Gorecki Center-Non-Resident Mon-Th	\$ 60.00	\$ 70.00	\$ 10.00	\$150.00 Deposit
34.30 Gorecki Center-Resident Fri-Sun	\$ 100.00	\$ 110.00	\$ 10.00	\$150.00 Deposit
34.30 Gorecki Center-Non-Resident Fri-Sun	\$ 120.00	\$ 130.00	\$ 10.00	\$150.00 Deposit
34.30 Lion's Shelter-Resident	\$ 40.00	\$ 50.00	\$ 10.00	
34.30 Lion's Shelter-Non-Resident	\$ 50.00	\$ 60.00	\$ 10.00	
34.30 New Shelter-Resident	\$ 40.00	\$ 50.00	\$ 10.00	
34.30 New Shelter-Non-Resident	\$ 50.00	\$ 60.00	\$ 10.00	
34.30 Small Shelter-Resident	\$ 40.00	\$ 50.00	\$ 10.00	
34.30 Small Shelter-Non-Resident	\$ 50.00	\$ 60.00	\$ 10.00	
34.30 Wedding and/or Reception-Resident	\$ 150.00	\$ 200.00	\$ 50.00	
34.30 Wedding and/or Reception-Non-Resident	\$ 200.00	\$ 250.00	\$ 50.00	
34.30 ADD- Campsite Daily Rate- Resident	\$	\$ 25.00	\$ 25.00	Per night Water and Elec
34.30 ADD- Campsite Daily Rate- Non-Resident 1st Night \$40, then \$25	\$	\$ 40.00	\$ 40.00	1st Night \$40, each night after is \$25.00
34.30 ADD- Campsite Daily Rate- Primitive Site-Tents	\$	\$ 10.00	\$ 10.00	Designated Area-No Electric or water
<b>PARK AND RENTAL FEES-REINEKE PARK</b>				
34.30 Civic Shelter- Resident	\$ 40.00	\$ 50.00	\$ 10.00	
34.30 Civic Shelter- Non-Resident	\$ 50.00	\$ 60.00	\$ 10.00	
34.30 East Shelter-Resident	\$ 40.00	\$ 50.00	\$ 10.00	
34.30 East Shelter-Non-Resident	\$ 50.00	\$ 60.00	\$ 10.00	
34.30 Fitzpatrick Shelter-Resident	\$ 40.00	\$ 50.00	\$ 10.00	
34.30 Fitzpatrick Shelter-Non-Resident	\$ 50.00	\$ 60.00	\$ 10.00	
<b>PARK AND RENTAL FEES-RIVERVIEW PARK</b>				
34.30 Main Shelter- Resident	\$ 40.00	\$ 50.00	\$ 10.00	
34.30 Main Shelter-Non-Resident	\$ 50.00	\$ 60.00	\$ 10.00	
34.30 Wedding Event- Resident	\$ 50.00	\$ 60.00	\$ 10.00	
34.30 Wedding Event-Non-Resident	\$ 100.00	\$ 110.00	\$ 10.00	
<b>SEWER RATES</b>				
53.02 Sewer Access Rates	\$ 1,500.00	\$ 2,000.00	\$ 500.00	This has not been increased since 2005
34.30 Sewer Base Rate	\$ 2.00	\$ 3.00	\$ 1.00	This has not been increased since 2014
<b>WATER RATES</b>				
51.18/51.20 Water Access Rates	\$ 1,000.00	\$ 1,500.00	\$ 500.00	This has not been increased since 2005
34.30 Water Base Rate	\$ 11.50	\$ 11.75	\$ 0.25	This has not been increased since 2014
51.16 Applicant Fee	\$ 6.00	\$ 10.00	\$ 4.00	
51.25 Meter Testing	\$ 25.00	\$ 50.00	\$ 25.00	
34.30 Shut off request from customer	\$ 15.00	\$ 25.00	\$ 10.00	
34.30 ADD-Winter Disconnect Fee	\$ -	\$ 75.00	\$ 75.00	

**DELETE FROM CHAPTER 34**

Gambling, Bingo- CODE 116.27	First Reading	19-Jul-18
Gambling, Raffles, Pull Tabs- CODE 116.06	Second Reading	
Gambling, Combination -CHP 116	Published	
Search- Unknown code- Not Used		
Meter reading- CODE 51.25- Not Used		

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MILACA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

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

ATTEST:

\_\_\_\_\_  
City Manger Tammy Pfaff

(B) In instances where re-inspection fees have been assessed, no additional inspections of the work will be performed until the required fees have been paid.  
(Ord. 384, passed 5-21-09)

**§ 34.20 EXPIRATION.**

(A) Every permit issued by the building official shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one-half the amount required for a new permit for such work, excluding plan review fee, provided no changes have been made or will be made in the original plans and specification for such work.

(B) The building official may grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(C) Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee. In the event of a hardship and at the discretion of the building official a new plan review fee may be waived.  
(Ord. 384, passed 5-21-09)

**LICENSES AND PERMITS; FEES**

**§ 34.30 SCHEDULE OF LICENSE AND PERMIT FEES.**

No person, partnership, corporation, or other association shall engage in the following types of activity without first paying the fee listed and being issued a license as hereafter provided.

<i>Type of License or Permit</i>	<i>Code Section</i>	<i>Term and Conditions</i>	<i>Amount of Fee</i>	<i>'74 Code</i>	<i>Ord. No.</i>	<i>Date Passed</i>
<b>AIRPORT</b>						
Access		Yearly	\$500		353	10-21-04
FBO		Yearly	\$300 plus utilities		353	10-21-04

## Milaca - Administration

Type of License or Permit	Code Section	Term and Conditions	Amount of Fee	'74 Code	Ord. No.	Date Passed
<b>AIRPORT (Cont'd)</b>						
Lot rent		Yearly	\$275 per lot, or \$0.090 per square foot of lot area, whichever is greater		353	10-21-04
Tie down		Yearly	\$125			
<b>ANIMAL</b>						
Dog impound, release permit	95.05	Occasion	\$10		224	7-30-81
Dog impound	95.05	Second offense	\$15		224	7-30-81
		Third offense and beyond	\$20		224	7-30-81
Dog kennel	95.05	Day	\$5		224	7-30-81
Dog license	95.05	Biannual	\$10 for first dog \$10 for second dog \$30 for third dog		353	9-21-89; 10-21-04 12-17-15
Dog license, duplicate	95.05	Biannual	\$10		353	9-21-89; 10-21-04
<b>BUILDING PERMITS</b>						
Building permit; valuation \$1 to \$1,400	34.15; 156.181		\$50		384	5-21-09
Building permit; valuation \$1,401 to \$2,000	34.15; 156.181	First \$1,401	\$50.95		384	5-21-09
		Each additional \$100 or fraction thereof, to and including \$2,000	\$3.05			

Fees, Charges, and Rates

<i>Type of License or Permit</i>	<i>Code Section</i>	<i>Term and Conditions</i>	<i>Amount of Fee</i>	<i>'74 Code</i>	<i>Ord. No.</i>	<i>Date Passed</i>
<b>BUILDING PERMITS (Cont'd)</b>						
Building permit; valuation \$2,001 to \$25,000	34.15; 156.181	First \$2,000	\$69.25		384	5-21-09
		Each additional \$1,000, or fraction thereof, to and including \$25,000	\$14			
Building permit; valuation \$25,001 to \$50,000	34.15; 156.181	First \$25,000	\$391.25		384	5-21-09
		Each additional \$1,000, or fraction thereof, to and including \$50,000	\$10.10			
Building permit; valuation \$50,001 to \$100,000	34.15; 156.181	First \$50,000	\$643.75		384	5-21-09
		Each additional \$1,000, or fraction thereof, to and including \$100,000	\$7			
Building permit; valuation \$100,001 to \$500,000	34.15; 156.181	First \$100,000	\$993.75		384	5-21-09
		Each additional \$1,000, or fraction thereof, to and including \$500,000	\$5.60			
Building permit; valuation \$500,001 to \$1,000,000	34.15; 156.181	First \$500,000	\$3,233.75		384	5-21-09
		Each additional \$1,000, or fraction thereof, to and including \$1,000,000	\$4.75			

<i>Type of License or Permit</i>	<i>Code Section</i>	<i>Term and Conditions</i>	<i>Amount of Fee</i>	<i>'74 Code</i>	<i>Ord. No.</i>	<i>Date Passed</i>
<b>BUILDING PERMITS (Cont'd)</b>						
Building permit; valuation \$1,000,001 and up	34.15; 156.181	First \$1,000,000	\$5,608.75		384	5-21-09
		Each additional \$1,000, or fraction thereof	\$3.15			
<b>Building Permit - Commercial Fixed Fees</b>						
Commercial air conditioner replacement	34.15	Per unit	\$100 plus MN surcharge		384	5-21-09
Commercial demolition	34.15	Per unit	\$100 plus MN surcharge		384	5-21-09
Commercial fence	34.15	Per unit	\$50 plus MN surcharge		384	5-21-09
Commercial lawn sprinkler	52.03	Per unit	\$100 plus MN surcharge			
Commercial mechanical replacement	34.15	Per unit	\$100 plus MN surcharge			
Commercial sign	34.15	Per unit	\$50 plus MN surcharge		384	5-21-09
<b>Building Permit - Commercial Valuation Based Fees</b>						
Commercial mechanical	34.15	Valuation	Valuation plus MN surcharge			
Commercial new	34.15	Valuation	Valuation plus MN surcharge			
Commercial plan review	34.16	Construction value	65% of building permit fees			

Fees, Charges, and Rates

<i>Type of License or Permit</i>	<i>Code Section</i>	<i>Term and Conditions</i>	<i>Amount of Fee</i>	<i>'74 Code</i>	<i>Ord. No.</i>	<i>Date Passed</i>
<b>Building Permit - Commercial Valuation Based Fees (Cont'd)</b>						
Commercial plumbing	34.15	Valuation	Valuation plus MN surcharge			
Commercial re-roof	34.15	Valuation	Valuation plus MN surcharge			
<b>Building Permit - Residential Fixed Fees</b>						
Air conditioning	34.15	Per unit	\$50 plus MN surcharge		384	5-21-09
Basement finish	34.15	Occasion	\$150 plus MN surcharge			
Decks	34.15	Per unit	\$50 plus MN surcharge		384	5-21-09
Demolition	34.15	Per unit	\$50 plus MN surcharge		384	5-21-09
Fence	34.15	Per unit	\$25 plus MN surcharge		384	5-21-09
Fireplace (gas or wood)	34.15	Per unit	\$50 plus MN surcharge		384	5-21-09
Furnace garage	34.15	Per unit	\$50 plus MN surcharge			
Hot water heater replacement	52.03	Per unit	\$50 plus MN surcharge			
Lawn sprinkler	52.03	Occasion	\$50 plus MN surcharge			
Manufactured home in park	34.15	Occasion	\$100 plus MN surcharge			

## Milaca - Administration

<i>Type of License or Permit</i>	<i>Code Section</i>	<i>Term and Conditions</i>	<i>Amount of Fee</i>	<i>'74 Code</i>	<i>Ord. No.</i>	<i>Date Passed</i>
<b>Building Permit - Residential Fixed Fees (Cont'd)</b>						
Mechanical, new home	34.15	Occasion	\$100 plus MN surcharge			
Plumbing, new fixture or opening	52.03	Occasion	\$100 plus MN surcharge			
Re-roofing	34.15	Per unit	\$50 plus MN surcharge		384	5-21-09
Re-siding	34.15	Per unit	\$50 plus MN surcharge		384	5-21-09
Steps	34.15	Per unit	\$25 plus MN surcharge		384	5-21-09
Window replacement	34.15	Per unit	\$50 plus MN surcharge		384	5-21-09
<b>Building Permit - Residential Valuation Based Fees</b>						
Detached accessory structure	34.15	Occasion	Valuation \$28 sq. ft. plus MN surcharge			
Residential new home	34.15	Construction valuation	Valuation plus MN surcharge			
Residential plan review	34.15	Construction valuation	65% of building permit fees		384	12-21-95
Residential three season porch	34.15	Occasion	Valuation \$50 sq. ft. plus MN surcharge			

Fees, Charges, and Rates

<i>Type of License or Permit</i>	<i>Code Section</i>	<i>Term and Conditions</i>	<i>Amount of Fee</i>	<i>'74 Code</i>	<i>Ord. No.</i>	<i>Date Passed</i>
<b>LICENSING AND PERMITS</b>						
Adult oriented / Adult use business	117.06	Annual license fee	\$2,000		346	4-15-04
Adult oriented / Adult use business	117.06	Minimum fee for Investigation / background check for application	\$5,000		346	4-15-04
Burning permit, trash	93.03	Occasion	\$15		224	7-30-81
Cigarettes	113.04	Year	\$50		319	8-17-00
Driveway permits		Occasion	\$10		224	7-30-81
Explosives	93.30	Occasion	\$25		224	7-30-81
Fireworks	111.01	Occasion	\$10		224	7-30-81
Gambling, bingo	116.27	Occasion	\$10		246	12-9-82
		Year	\$150		246	12-9-82
Gambling; raffles, pull-tabs, tip boards, paddle wheels	116.06	Occasion	\$10		246	12-9-82
		Year	\$150		246	12-9-82
Gambling, combination	Ch. 116	Year	\$250		246	12-9-82
Interim use permit	Ch. 156.186	Occasion	\$200		377	7-10-08
List of property owners	155.043	Occasion	\$30		-	2-15-96
Search		Occasion	\$5		-	9-21-89
Sewer construction	53.016	Occasion	\$50		329	12-20-01

## Milaca - Administration

<i>Type of License or Permit</i>	<i>Code Section</i>	<i>Term and Conditions</i>	<i>Amount of Fee</i>	<i>'74 Code</i>	<i>Ord. No.</i>	<i>Date Passed</i>
<b>LICENSING AND PERMITS (Cont'd)</b>						
Snowmobiles, organized event	73.06	Occasion, up to three days	\$5		176	1-20-77
Solicitors and peddlers (non- profit org.)	115.03	Occasion	\$50			
Solicitors and peddlers (profit organization)	115.03	Occasion	\$50			
Special assessment search		Occasion	\$25			
Street excavating	92.06	Occasion	\$100	620:80		
Street obstructions	92.35	Occasion	\$5		224	7-30-81
Taxi-cab	112.03	Year; per vehicle	\$10		284	9-12-85
Transient merchant		Occasion	\$50		426	5-18-17
Vacation of street, alley, or easement	155.043	Occasion	\$100		-	2-15-96
Vehicle, oversize or overweight	70.02	Occasion	\$5	700: 169.86		
Water, service pipe excavation	51.24	For repairs; per occasion	\$25	550:00		
<b>LIQUOR</b>						
Intoxicating liquor, club	114.05	Under 200 members; year	\$300			
		200 to 500 members; year	\$500			
		Above 500 members; year	\$650			

Fees, Charges, and Rates

Type of License or Permit	Code Section	Term and Conditions	Amount of Fee	'74 Code	Ord. No.	Date Passed
<b>LIQUOR (Cont'd)</b>						
Intoxicating liquor, investigation	114.07	Occasion	\$50 (maximum total of \$500)		224; -	7-30-81; 6-20-97
Intoxicating liquor, on-sale	114.05	Year	\$2,200		-; -	3-24-94; 6-20-97
Intoxicating liquor, Sunday on-sale	114.05	Year; with liquor on-sale permit	\$100 additional		-	3-24-94
Intoxicating liquor, wine on-sale	114.05	Year	\$1,000		224; -	7-30-81; 6-20-97
Liquor, 3.2% malt, on-sale	114.28	Year	\$500		-	6-20-97
Liquor, 3.2% malt, off-sale	114.28	Year	\$300			
Liquor, 3.2% malt, temporary on-sale	114.28	Occasion; up to seven days	\$100		-	6-20-97
<b>PARK RENTAL FEES</b>						
<i>UP all \$10</i>						
<b>Rec Park</b>						
<i>Res. non Res.</i>						
Band shell		Occasion	Resident \$40 Non-resident \$50 <del>x</del> \$75 deposit	50		
Gorecki Community Center		Monday-Thursday	Resident \$50 Non-resident \$60 \$150 deposit		422	1-19-17
		Friday-Sunday	Resident \$100 Non-resident \$120			
Lion's shelter		Occasion	Resident \$40 Non-resident \$50			

## Milaca - Administration

Type of License or Permit	Code Section	Term and Conditions	Amount of Fee	'74 Code	Ord. No.	Date Passed
<b>PARK RENTAL FEES (Cont'd)</b>						
<b>Rec Park (Cont'd)</b>						
New shelter		Occasion	Resident \$40 Non-resident \$50			
Small shelter		Occasion	Resident \$40 Non-resident \$50			
Wedding and/or reception		Includes band shell and lion's shelter and new shelter	Resident \$150 Non-resident \$200			
<b>Reineke Park</b>						
Civic shelter		Occasion	Resident \$40 Non-resident \$50			
East shelter		Occasion	Resident \$40 Non-resident \$50			
Fitzpatrick shelter		Occasion	Resident \$40 Non-resident \$50			
<b>Riverview Park</b>						
Main shelter		Occasion	Resident \$40 Non-resident \$50			
Wedding event		Occasion	Resident \$50 Non-resident \$100			
Park facility rental			\$500 deposit from the sponsor of community event when reserving a park. The deposit shall be returned at the conclusion of the event provided the cleanup from the event has been satisfactory		383	3-19-09

ADD ~~2~~ *Camping*

Fees, Charges, and Rates

<i>Type of License or Permit</i>	<i>Code Section</i>	<i>Term and Conditions</i>	<i>Amount of Fee</i>	<i>'74 Code</i>	<i>Ord. No.</i>	<i>Date Passed</i>
<b>ZONING</b>						
Conditional use permit	156.150	Occasion	\$200		-; 353	2-15-96; 10-21-04
Grading plans		Occasion	\$25		224	7-30-81
Lot split	155.043	Occasion	\$200		-; 353	2-15-96; 10-21-04
Park dedication fee	155.069	New residential subdivisions, including planned unit development and mobile home parks	\$800 per single family residential unit, \$250 per unit in multi-family buildings.		338	11-20-03
Planned unit development			\$200, plus \$10 per lot		353	10-21-04
Plat, final	155.024	Occasion	\$100		-; 353	2-15-96; 10-21-04
Plat, preliminary	155.020	Occasion	\$200, plus \$10 per lot		-; 353	2-15-96; 10-21-04
PUD final development plan	155.043	Occasion	\$100, plus \$10 per lot		-	2-15-96
PUD preliminary development plan	155.043	Occasion	No charge		-	2-15-96
Rezoning	156.150	Occasion	\$200		-; 353	2-15-96; 10-21-04
Subdivision review, minor	155.043	Occasion	\$30 base; \$10 per unit		224	7-30-81
Subdivision review, major; 4-15 lots	155.043	Occasion	\$100 base; \$20 per unit		224	7-30-81
Subdivision review, major; 16-30 lots	155.043	Occasion	\$100 base; \$15 per unit		224	7-30-81

## Milaca - Administration

<i>Type of License or Permit</i>	<i>Code Section</i>	<i>Term and Conditions</i>	<i>Amount of Fee</i>	<i>'74 Code</i>	<i>Ord. No.</i>	<i>Date Passed</i>
<b>ZONING (Cont'd)</b>						
Subdivision review, major; 31 or more lots	155.043	Occasion	\$100 base; \$10 per unit		224	7-30-81
Variance	156.168	Occasion	\$200		-; 353	2-15-96; 10-21-04
Zoning permit		Occasion	\$10		224	7-30-81
Zoning appeal	156.168	Occasion	\$100			

(Ord. 416, passed 12-17-15; Am. Ord. 422, passed 1-19-17; Am. Ord. 426, passed 5-18-17)  
Penalty, see § 10.99

### ***WATER AND SEWER RATES AND CHARGES***

#### **§ 34.40 SEWER RATES; SCHEDULE.**

The occupant of any premises connected with the municipal sewage system shall pay as basic rental charges for the use of the sewage system the amounts as set forth below and in § 34.30 above. ('74 Code, § 540:00) (Am. Ord. 366, passed 11-16-06; Am. Ord. 388, passed 3-18-10; Am. Ord. 404, passed 12-19-13; Am. Ord. 416, passed 12-17-15)

<i>Residential and Commercial</i>	<i>Charge</i>
Base rate	\$2.00
Minimum	\$8.50
Usage (in 100 cubic feet)	(cost per 100 cubic feet)
1 and up	\$2.75
Sewer only	\$20.00

Fees, Charges, and Rates

<i>Item</i>	<i>Code Section</i>	<i>Description</i>	<i>Charge</i>	<i>Ord. No.</i>	<i>Date Passed</i>
Appeal	53.102		\$15	303	4-21-88
Deposit		New account	\$15	238	7-8-82
Sewer access charge	53.016	Per connection	\$1,500	329; 353; 361	12-20-01; 10-21-04; 11-22-05
Use		Per month rate based upon the water meter reading, an amount for sewer services; a cap on the residential monthly sewer charge shall be established for sewer used during the months of June, July, August, and September of each year. The sewer cap is set at 11 cu. ft. No residential account shall be charged for more than 11 cu. ft. of sewer usage during those months.	\$2.45 per 100 cu. ft.	334; 337; 351; 366	4-17-03; 6-19-03; 8-19-04; 11-16-06
Use, category B customer	53.078	Customer service, monthly	\$1.75		
	53.078	Usage volume, monthly	\$0.68 per 100 cu. ft.		
	53.077	BOD surcharge (BOD 300 mg/l), monthly	\$0.03 per lb.		
	53.077	TSS surcharge (TSS 340 mg/l), monthly	\$0.01 per lb.		
	53.078	Debt service, monthly	\$0.70 per 100 cu. ft.		

**§ 34.41 WATER RATES AND CHARGES; SCHEDULE.**

(A) Rates and charges for water use and service are hereby established for connection into the municipal water system and the use thereof in the amounts set forth in the table which follows and in § 34.30 above. All water sold shall be on the basis of meter readings except in the case of minimum charges.

(74 Code, § 550:00) (Am. Ord. 334, passed 4-17-03; Am. Ord. 366, passed 11-16-06; Am. Ord. 383, passed 3-19-09; Am. Ord. 388, passed 3-18-10; Am. Ord. 404, passed 12-19-13; Am. Ord. 416, passed 12-17-15)

Fees, Charges, and Rates

42C

<i>Item</i>	<i>Code Section</i>	<i>Description</i>	<i>Charge</i>	<i>'74 Code</i>	<i>Ord. No.</i>	<i>Date Passed</i>
Applicant fee	51.16		\$6		334	4-17-03
Deposit	51.04	New account	\$15		238	7-8-82
Late payment	51.04	If bill not paid by the fifteenth of the month	10% additional		-	9-10-87
Meter reading	51.25	First time, if needed	\$1		-	9-10-87
	51.25	Second consecutive time	\$5		-	9-10-87
Meter, radio transmission equipment	51.25	Failure to allow access for installation	\$50 per month		-	5-20-97
Meter testing	51.25		\$25	550:00		
Reconnection fee			\$30		383	3-19-09
Shut off of water supply		Shut off for customer request	\$15		334	4-17-03
Turn on fee	51.16	Turning on water during normal business hours after disconnection for non-payment	\$30		383	3-19-09
	51.16	Turning on water outside normal business hours regardless of reason for reconnection	\$90		383	3-19-09
Water access charge	51.18; 51.20	Per unit	\$1,000		329; 353; 361	12-20-01; 10-21-04; 11-22-05

## Milaca - Administration

	<i>Charge</i>
<b><i>Residential</i></b>	
Base rate	\$11.50
Minimum	\$2.50
Usage	\$3.75 per hundred cubic feet
<b><i>Commercial</i></b>	
Base rate	\$11.50
Minimum	\$2.50
Usage (in 100 cubic feet)	(cost per 100 cubic feet)
1 to 30	\$3.75
31 and on up	\$3.00

(B) The city establishes the following Residential Equivalency Charges (REC) so each user of the city water and sewer system shall be paying a fair price for their proportionate use of the system. The REC for a facility not included in the list below will be determined by the City Council.

<i>Facility</i>	<i>Parameter</i>	<i>REC Units</i>
Apartment buildings	1 unit	1
Automobile service	2 service bays	1
Banquet room	1,000 sq. ft. GFA	1
Barber shop	4 chairs	1
Beauty parlors	8 stations	1
Bowling alley	8 alleys	1
Car wash (self service)	1 stall	1
Car wash (automatic)	1 bay	1
Churches	250 seats	1
Clubs, lodges	1,150 sq. ft.	1
Day care centers	14 people (clients and staff)	1
Gas station		1

Fees, Charges, and Rates

<i>Facility</i>	<i>Parameter</i>	<i>REC Units</i>
Convenience store	500 sq. ft. GFA	1
Group home	5 beds	1
Health club (showers)	700 sq. ft. GFA	1
Health club (no showers)	2,400 sq. ft. GFA	1
Laundromat	6 washing machines	1
Library	2,400 sq. ft	1
Liquor store (on-sale)	20 seats	1
Motel, hotel	2 rooms	1
Museum	2,400 sq. ft. GFA	1
Nursing home	3 beds	1
Office (general)	2,400 sq. ft. GFA	1
Office (medical, dental)	825 sq. ft. GFA	1
Restaurant (full service)	8 seats	1
Restaurant (fast service)	22 seats	1
Retail stores	3,000 sq. ft. GFA	1
Schools	1,000 sq. ft. GFA	1
Swimming pools	900 sq. ft. pool area	1
Theaters	60 seats	1
Warehouses	15 employees	1

(Ord. 329, passed 12-20-01; Am. Ord. 403, passed 7-18-13)

NOTICE OF PROPOSED ORDINANCE NO. 446-FIRST READING  
ORDINANCE NO. 446

AN ORDINANCE OF THE CITY OF MILACA CODE OF ORDINANCES TITLE XI  
CHAPTER 114 PROHIBITING AND ESTABLISHING PENALTIES FOR ANY PERSON  
HOSTING AN EVENT OR GATHERING WHERE ALCOHOL IS PRESENT AND IS BEING  
POSSESSED OR CONSUMED BY PERSON UNDER TWENTY-ONE (21) YEARS OF AGE

**114.52 Authority.** This ordinance is enacted pursuant to Minn. Stat. §145A.05 Subdivision

**114.53 Definitions.** For purposes of this ordinance, the following terms have the following meanings:

- (A) “Alcohol” means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin, or any other distilled or fermented spirits including dilutions and mixtures thereof from whatever source or by whatever process produced.
- (B) “Alcoholic beverage” means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.
- (C) “Event or gathering” means any group of three or more persons who have assembled or gathered together for a social occasion or other activity.
- (D) “Host or Allow” means to aid, conduct, entertain, organize, supervise, control, or permit a gathering or event.
- (E) “Parent” means any person having legal custody of a juvenile:
  - (1) As natural, adoptive parent, or step-parent;
  - (2) As a legal guardian; or
  - (3) As a person to whom legal custody has been given by order of the court.
- (F) “Person” means any individual, partnership, co-partnership, corporation, or any association of one or more individuals.
- (G) “Residence” or “premises” means any home, yard, farm, field, land, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall or meeting room, park, or any other place of assembly, public or private, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for an event, gathering, party or other social function, and whether

owned, leased, rented, or used with or without permission or compensation.

(H) "Underage person" is any individual under twenty-one (21) years of age.

**114.54 Prohibited Acts.**

- (A) It is unlawful for any person(s) to;
- (1) host or allow an event or gathering;
  - (2) at any residence, premises, or on any other private or public property;
  - (3) where alcohol or alcoholic beverages are present;
  - (4) when the person knows or reasonably should know that an underage person will or does:
    - (i) consume any alcohol or alcoholic beverage; or
    - (ii) possess any alcohol or alcoholic beverage with the intent to consume it; and
  - (5) the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).
- (B) A person is criminally responsible for violating Chapter 114.54 (A) above if the person intentionally aids, advises, hires, counsels, or conspires with or otherwise procures another to commit the prohibited act.
- (C) A person who hosts an event or gathering does not have to be physically present at the event or gathering to be liable for prosecution under this Ordinance, provided their conduct falls within Section 114.54 (A) or (B).

**114.55 Exceptions.**

- (A) This ordinance does not apply to conduct solely between an underage person and his or her parents while present in the parent's household.
- (B) This ordinance does not apply to legally protected religious observances
- (C) This ordinance does not apply to duly licensed on-sale or off-sale liquor licensees, 3.2 percent malt liquor licenses, municipal liquor stores, or bottle club permit holders who are regulated by Minn. Stat. §340A.503 Subd.1 (a) (1).
- (D) This ordinance does not apply to situations where underage persons are

lawfully in possession of alcohol or alcoholic beverages during the course and within the scope of his or her employment.

**114.56 Enforcement.** This ordinance shall be enforced by any duly licensed law enforcement officer.

**114.57 Severability.** If any section, subsection, sentence, clause, phrase, word, or other portion of this ordinance is, for any reason, held to be unconstitutional or invalid, in whole, or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this law, which remaining portions shall continue in full force and effect.

**114.58 Penalty.**

- (I) Violation of Subdivision Section 114.54 is a misdemeanor, punishable by up to 90 days in jail and a fine in the amount of \$1,000.00, and
- (J) A social host shall be liable for the costs of providing enforcement services in response to an event in which minors have obtained, possessed, or consumed alcoholic beverages. Such costs include, but are not limited to, attorney's fees in the event of litigation.

This ordinance shall become effective upon summary publication in the newspaper of record for the City of Milaca, Minnesota.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Harold Pederson, Its Mayor

ATTEST:

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

**NOTICE OF PROPOSED ORDINANCE**  
**ORDINANCE NO. 447- FIRST READING**

AN ORDINANCE AMENDING CHAPTER 74: TRAFFIC SCHEDULES  
ENTITLED STOP INTERSECTIONS, SECTION B

Chapter 74, Schedule I, Section B, Stop Intersections. The following shall be added:

Street or Intersection	Traffic Direction
3 <sup>rd</sup> Ave NE and 12 <sup>th</sup> St NE	Northbound (Signs exist but not in ordinance)
3 <sup>rd</sup> Ave NE and 12 <sup>th</sup> St NE	Southbound (Signs exist but not in ordinance)
3 <sup>rd</sup> Ave NE and 13 <sup>th</sup> St NE	Westbound (Signs exist but not in ordinance)
4 <sup>th</sup> Ave NE and 13 <sup>th</sup> St NE	Southbound (Signs exist but not in ordinance)
14 <sup>th</sup> St NE and 4 <sup>th</sup> Ave NE	Eastbound (Signs exist but not in ordinance)
11 <sup>th</sup> St NW and 4 <sup>th</sup> Ave NW	Westbound (Signs exist but not in ordinance)
6 <sup>th</sup> St SW and 2 <sup>nd</sup> Ave SW	Westbound (Signs exist but not in ordinance)
5 <sup>th</sup> St SE and 10 <sup>th</sup> Ave SE	Westbound (Signs exist but not in ordinance)
2 <sup>nd</sup> Ave NW and 10 <sup>th</sup> St NW	Northbound and Southbound (Signs exist)
3 <sup>rd</sup> Ave NW and 2 <sup>nd</sup> St NE (By Trimble Park)	All Directions( East and West signs exists)
7 <sup>th</sup> St NW and 3 <sup>rd</sup> Ave NW	All Directions (Discuss if this should be added)
	(Consider Speed Bumps to be installed)

This Ordinance shall take effect upon its publication.

Adopted by the City Council of the City of Milaca on this \_\_\_\_ Day of \_\_\_\_\_, 2018.

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

ATTEST:  
\_\_\_\_\_  
City Manager Tammy Pfaff

First Reading                    7-19-2018  
Second Reading  
Published

## Missing Stop intersections in Ordinance

3rd Ave NE and 12th St NE	northbound	
3rd Ave NE and 12th St NE	southbound	
3rd Ave NE and 13th St NE	westbound	
4th Ave NE and 13th St NE	southbound	
14th St NE and 4th Ave NE	eastbound	
11th St NW and 4th Ave NW	westbound	
6th St SW and 2nd Ave SW	westbound	
5th St SE and 10th Ave SE	westbound	
2nd Ave NW & 10th St NW	northbound and southbound	change

# PARKING/TRAFFIC CONTROL Speed Bumps • Recycled Plastic

**LIFE TIME**  
**GUARANTEE**  
AGAINST BREAKAGE

**BEST SELLER**  
 ★ ★ ★ ★ ★

06EQ3006 shown

**AS LOW AS**  
**\$99.85**  
/EA

## Safety Yellow Recycled Plastic Speed Bumps

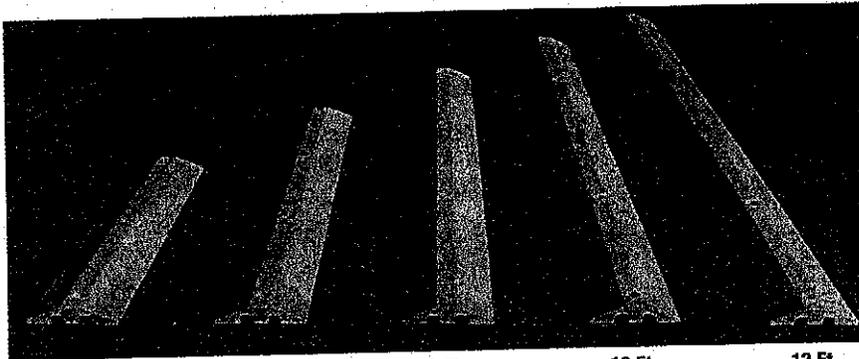
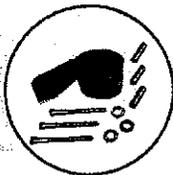
**Slows Vehicles to 2-5 MPH**

- Suited for automobile and truck traffic
- Improve pedestrian and vehicle safety
- Stagger bumps or place end-to-end, mix lengths as needed
- Semi-rigid, maintenance-free recycled plastic
- Will not chip, crumble or rot
- UV-resistant, no painting necessary
- May be removed and reinstalled as needed



Eco-Friendly

Includes **FREE** Hardware  
 Suitable for Asphalt and  
 Concrete Installations



4 Ft.

6 Ft.

8 Ft.

10 Ft.

12 Ft.



Engineer-Grade  
 Reflective  
 Aluminum

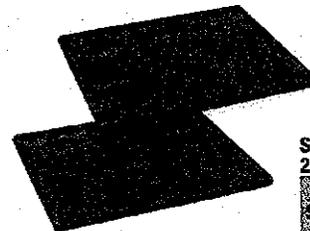
**\$42.85**  
/EA

KVE6305AR-12X18

24-Gauge  
 Non-Reflective  
 Steel

**\$25.85**  
/EA

KVE6305SN-12X18



Set of  
 2 End Caps  
**AS LOW AS**  
**\$59.85**  
/EA

06EQ3013

MODEL #	DESCRIPTION	DIMENSIONS	WEIGHT	PRICE	6+
06EQ3004	4' speed bump	4' l x 10" w x 2" h	17 lbs.	<b>\$109.85 ea.</b>	<b>\$ 99.85 ea.</b>
06EQ3006	6' speed bump	6' l x 10" w x 2" h	25 lbs.	<b>\$189.85 ea.</b>	<b>\$172.85 ea.</b>
06EQ3008	8' speed bump	8' l x 10" w x 2" h	32 lbs.	<b>\$285.85 ea.</b>	<b>\$260.85 ea.</b>
06EQ3010	10' speed bump	10' l x 10" w x 2" h	44 lbs.	<b>\$334.85 ea.</b>	<b>\$304.85 ea.</b>
06EQ3012	12' speed bump	12' l x 10" w x 2" h	55 lbs.	<b>\$375.85 ea.</b>	<b>\$342.85 ea.</b>
06EQ3013	End caps (set of 2)	12" l x 10" w x 2" h	9 lbs.	<b>\$ 65.85 set</b>	<b>\$ 59.85 ea.</b>
				+ shipping	+ shipping

100% Satisfaction Guarantee

Recycled Rubber • Speed Bumps

**PARKING/TRAFFIC CONTROL**

**15**  
YEAR  
**GUARANTEE**  
AGAINST BREAKAGE

**BEST SELLER**  
★★★★★

Molded-In Cat's Eye Reflectors and Bright Yellow Stripes Ensure Maximum Visibility!

Purchase a Speed Bump Kit and Save Up to \$128.00!

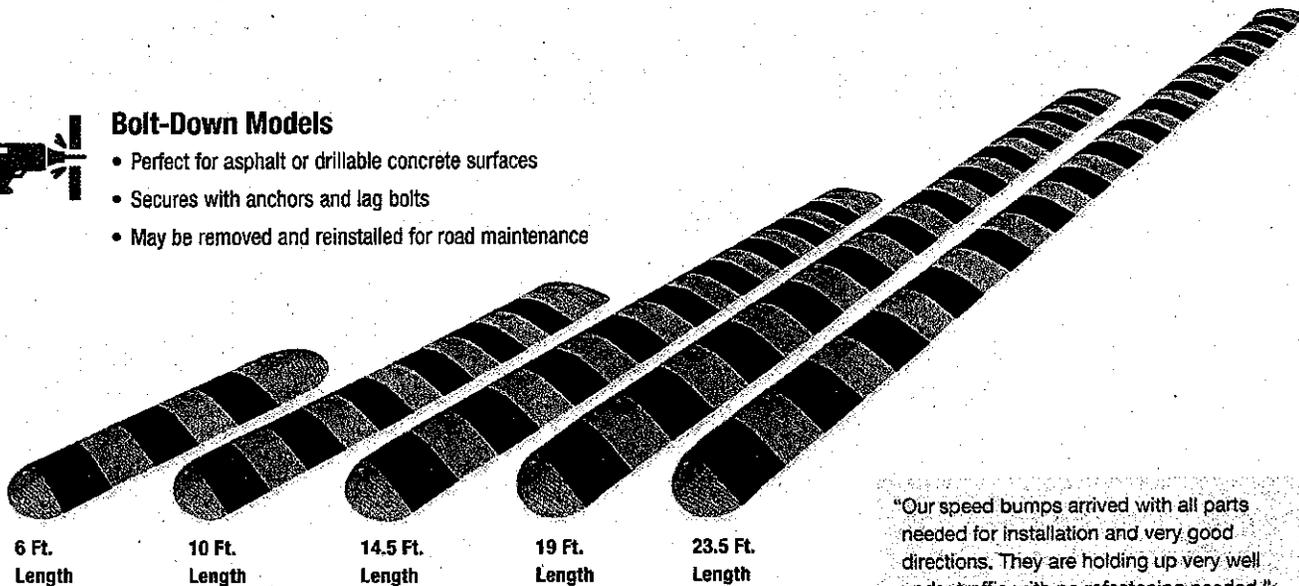
Steel Connecting Rods Ensure Tight Fit When Joining Sections

AS LOW AS **\$188<sup>85</sup>** /KIT



**Bolt-Down Models**

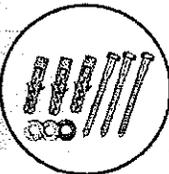
- Perfect for asphalt or drillable concrete surfaces
- Secures with anchors and lag bolts
- May be removed and reinstalled for road maintenance



"Our speed bumps arrived with all parts needed for installation and very good directions. They are holding up very well under traffic with no refastening needed."

C.M.,  
GA Regional Hospital,  
Savannah, GA

Includes **FREE** Hardware for Bolt-Down Models



Engineer-Grade Reflective Aluminum

**\$42<sup>85</sup>** EA

KVE2135AR-12X18

24-Gauge Non-Reflective Steel

**\$25<sup>85</sup>** EA

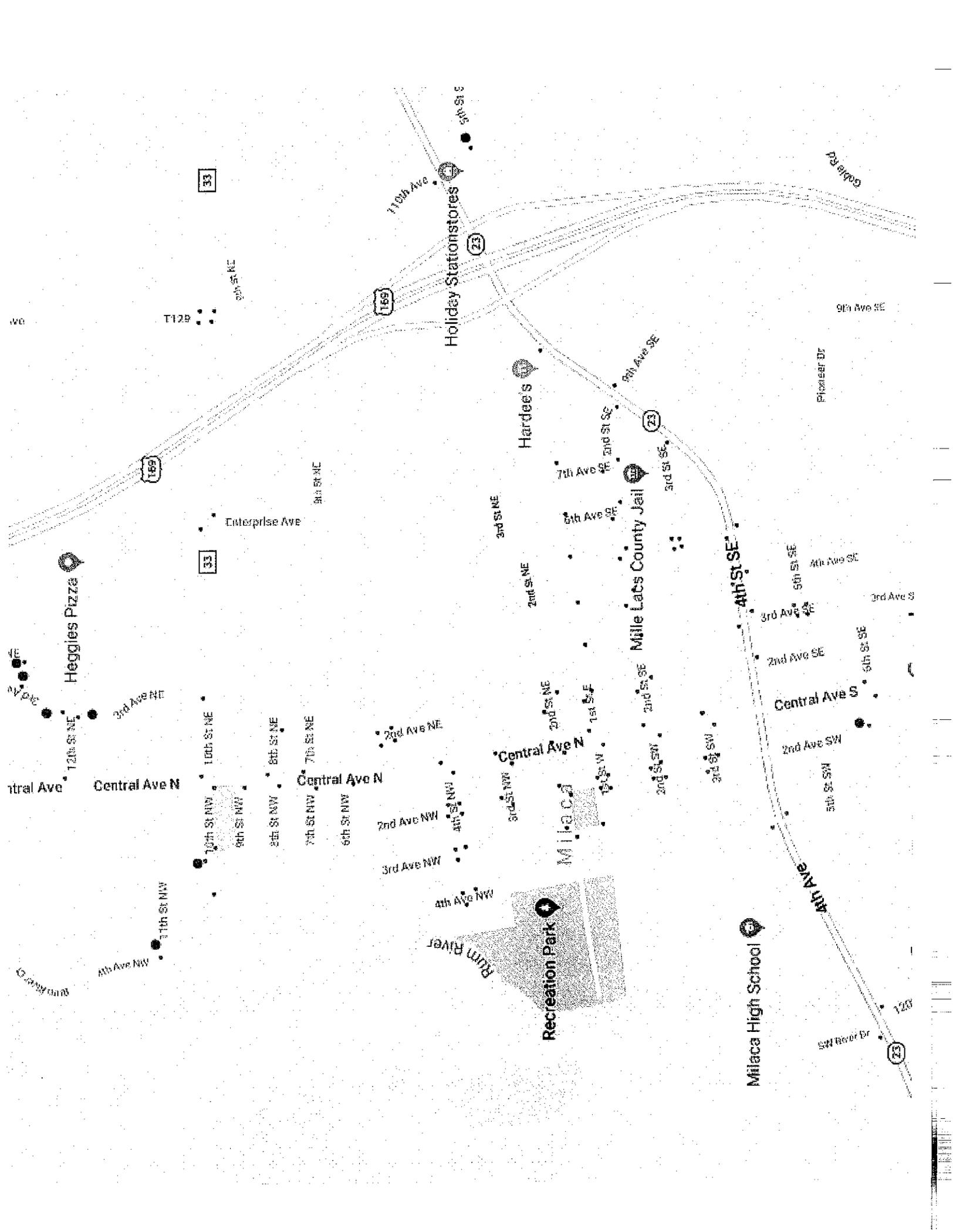
KVE2135SN-12X18



MODEL #	DESCRIPTION	DIMENSIONS	WEIGHT	PRICE	SALE PRICE
06JB1380	6' bolt-down premium rubber speed bump (1) 4.5' section (2) end caps	70" l x 14" w x 2.25" h	53 lbs.	<del>\$246.00</del> kit	<b>\$188.85 kit</b>
06JB1239	10' bolt-down premium rubber speed bump (2) 4.5' sections (2) end caps	124" l x 14" w x 2.25" h	100 lbs.	<del>\$389.00</del> kit	<b>\$298.85 kit</b>
06JB1280	14.5' bolt-down premium rubber speed bump (3) 4.5' sections (2) end caps	178" l x 14" w x 2.25" h	147 lbs.	<del>\$519.00</del> kit	<b>\$398.85 kit</b>
06JB1281	19' bolt-down premium rubber speed bump (4) 4.5' sections (2) end caps	232" l x 14" w x 2.25" h	194 lbs.	<del>\$675.00</del> kit	<b>\$518.85 kit</b>
06JB1400	23.5' bolt-down premium rubber speed bump (5) 4.5' sections (2) end caps	286" l x 14" w x 2.25" h	241 lbs.	<del>\$818.00</del> kit	<b>\$628.85 kit</b>
<b>BUILD YOUR OWN</b>					
06JB1309	4.5' bolt-down speed bump section	54" l x 14" w x 2.25" h	47 lbs.	<del>\$101.00</del> ea.	<b>\$138.85 ea.</b>
06JB1332	Bolt-down end cap	8" l x 14" w x 2.25" h	4 lbs.	<del>\$30.00</del> ea.	<b>\$ 28.85 ea.</b>
				+ shipping	+ shipping

Save money with our speed bump kits!





Heggies Pizza

Holiday Station Stores

Hardee's

Mille Lacs County Jail

Milaca Recreation Park

Milaca High School

Central Ave N

Central Ave N

Central Ave N

Central Ave S

4th St SE

169

23

23

23

33

33

T129

9th Ave SE

Pioneer Dr

SW River Dr

11th St NW

10th St NW

9th St NW

8th St NW

7th St NW

6th St NW

5th St NW

4th St NW

3rd St NW

2nd St NW

1st St NW

12th St SE

11th St SE

10th St SE

9th St SE

8th St SE

7th St SE

6th St SE

5th St SE

4th St SE

3rd St SE

12th St SE

11th St SE

10th St SE

9th St SE

8th St SE

7th St SE

6th St SE

5th St SE

4th St SE

3rd St SE

2nd St SE

1st St SE

12th St NE

11th St NE

10th St NE

9th St NE

8th St NE

7th St NE

6th St NE

5th St NE

4th St NE

3rd St NE

2nd St NE

1st St NE

VO

DJ Burgo

**GUIDANCE:**

Engineering judgment should be used to establish intersection control. The following factors should be considered:

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;
- B. Number and angle of approaches;
- C. Approach speeds;
- D. Sight distance available on each approach; and
- E. Reported crash experience.

YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:

- A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- B. A street entering a designated through highway or street; and/or
- C. An unsignalized intersection in a signalized area.

In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

 YIELD or STOP signs should not be used for speed control.



## Calls for Service

6/1/2018 to 6/30/2018

Type	Sub-Type	Total
		1
911 Hang Up		2
Accident		7
Agency Assist		34
Alarm		6
Animal		14
Assault		4
CDTP		4
Civil Issue		3
Community Contact		5
Debris		1
Disturbance		7
Domestic		3
Driving Complaint		10
Family Services Referral		10
Fire		3
Firearms Complaint		2
Found Property		4
Fraud-Forgery-Scam		2
Funeral Escort		2
Gas Drive Off		4
Gas Leak		3
Harassment Complaint		6
Icr Misc		18
Juvenile Complaint		3
Lockout		8
Lost Property		1
Medical		33
Noise Complaint		4
OFP Violation		2
Parking Complaint		4
Public Assist		18
Remove Unwanted		2
Suspicious Activity		16
Theft		10
Threats Complaint		4
Traffic		50
Trespass Complaint		1
Vulnerable Adult Report		1
Warrant Arrest		1
Welfare Check		14
<b>Grand Total</b>		<b>327</b>



# memo

To: Tammy Pfaff, Milaca City Manager; Milaca City Council

From: Chief Todd C. Quaintance *TQ*

Date: July 16, 2018

Re: Trespass

---

On May 30<sup>th</sup> 2017 the Milaca Police Department issued a trespass notice to several juveniles regarding criminal activity inside Recreation Park, Milaca. The Milaca City Council confirmed the trespass at the June 14<sup>th</sup>, 2017 meeting. The parties were all trespassed from Milaca City Parks at that time. I am also aware that the City of Milaca has received zero restitution for the damage done to the parks, which cost the city approximately \$10,000 to repair.

I am requesting that until restitution is received the juveniles involved continue to be trespassed from City of Milaca Parks. The previous trespass for these juveniles expired on June 14<sup>th</sup>, 2018.

The three juveniles to be trespassed would be the same previously trespassed regarding Milaca Police Department case# 17001105.



# memo

To: Tammy Pfaff, Milaca City Manager; Milaca City Council

From: Chief Todd C. Quaintance

Date: July 17, 2018

Re: Trespass

---

On July 16, 2018 Milaca Police Department had contact with two drivers regarding exhibition driving in Recreation Park. A complaint was received from a member of the public regarding one driver's driving conduct.

I am requesting that the Milaca City Council consider trespassing the two drivers from the park for a period of 6 months.

The trespass notices have been mailed to the most recent address for each party.



# Milaca Police

To Protect and Serve

## TRESPASS ADVISORY

Dear J M

You are hereby advised that Milaca Police Department revokes and withdraws any permission or license which you may have had to enter into City of Milaca parks.

**You no longer have permission, given or implied, to enter onto said property for any purpose. Any entry upon said property by you shall constitute a trespass.**

Willful trespass is a misdemeanor offense punishable in Minnesota by up to 90 days in jail and a \$1,000 fine or both.

**This trespass notice is valid for one calendar year.** This trespass notice shall be reviewed and considered for formal approval by the Milaca City Council at the next meeting on July 19, 2019 at 6:30 p.m. If you wish to contest this trespass notice, you will be required to attend the above mentioned City Council meeting with prior notice provided to the City Manager.

You may not return to this property for any purpose unless the Milaca City Council has reviewed your written request to be removed from the trespass and has found it permissible. Such notice would be made in writing and no verbal permission will be issued or valid.

This advisory will be hand delivered or mailed to above mentioned, or their parent/guardian.

A copy of this notice will be maintained by the Milaca Police Department.

\_\_\_\_\_  
Chief Todd Quaintance

\_\_\_\_\_  
Date

Hand Delivered     Mailed

**Todd C. Quaintance**  
Chief of Police



# Milaca Police

To Protect and Serve

## TRESPASS ADVISORY

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\_\_\_\_\_  
Chief Todd Quaintance

\_\_\_\_\_  
Date

Hand Delivered     Mailed

**Todd C. Quaintance**  
Chief of Police

[Print](#)

## Milaca, MN Code of Ordinances

**§ 70.08 EXHIBITION DRIVING PROHIBITED.**

No person shall turn, accelerate, decelerate or otherwise operate a motor vehicle within the city in a manner which causes unnecessary engine noise or backfire, squealing tires, skidding, sliding, swaying, throwing of sand or gravel, or in a manner simulating a race. Unreasonable squealing or screeching sounds emitted by tires or the unreasonable throwing of sand or gravel by the tires is prima facie evidence of a violation of this section.

Penalty, see § 10.99

## JULY PARKS MEETING

7/10/2018 6:30 pm Rec Park

Members Present: Gary, Matt, Joe, Kevin, Cory, Dan, Josh & Cindy

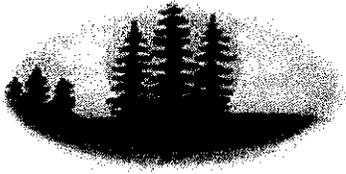
Member Absent: Lynn

Council Liaison: Mayor Pedersen

1. Last month's minutes were read and motion to approve by Matt, second Cory.
2. Council report: Pete reported a job description is being put together for a full time Activity Director position for the City. This proposal will be included in next years budget review. Pete stated a request has been submitted to the State to increase the number of campsites for Rec Fest from 72 to 125.
3. Gary/Parks: Gary reported the trees planted in the whiskey barrels next to the Bandshell will be transplanted in Rec Park and the whiskey barrels are to be relocated to City Hall as the trees are dying. The horseshoe courts are ready to pour cement. Grass/Oat seeds will be planted prior to Rec Fest. The volleyball courts are installed. The black top has been completed for the permanent camping area. No news to report for Reineke, Trimble & South Parks. The Sauk Rapids Boy Scouts will be mountainbiking the trails July 22 and will volunteer to clean up trees, brush where needed. Josh asked to be involved/tag along.
4. Old Business: Kevin reported there were 29 participants in the First Annual Disc Golf Tournament held June 23<sup>rd</sup>. There were lots of compliments, suggestions and feedback on the course.

Next Meeting Aug. 5<sup>th</sup> at Rec Park  
Respectively submitted

Cindy Biederman  
Secretary

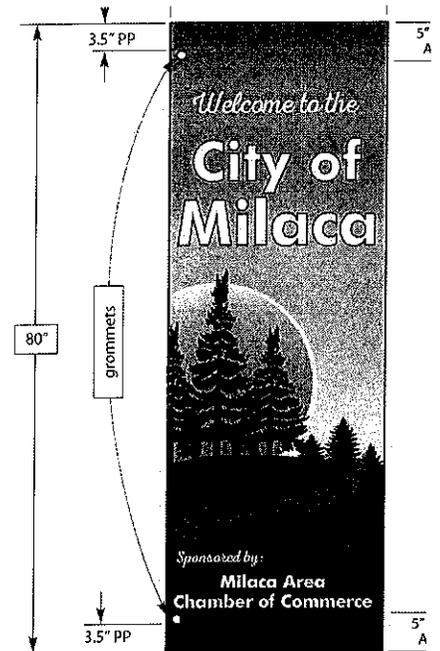


# Milaca Public Works

## Supervisor's Report for June - July 2018

### Public Works:

- Seal coating done on July 16<sup>th</sup>.
- Sickle mowed wastewater ponds.
- Streets painted.
- Trees cut at liquor store for sign installation.
- Disassembled and repaired hydrant on 10<sup>th</sup> st nw
- New city banners ordered on 7/18, with the money coming from local business sponsors.
- Rented a GPS system and began marking all curb stops and water valves in town. This information will greatly benefit the city and its utility operators in doing their jobs. We will have accuracy to valves within inches when they are covered in ice and snow. An estimate to have a company come and GPS these valves for us was over \$50,000. We are doing it for \$400 with the rented GPS system. Each blue W is a curb stop, we have marked 735 out of 950 so far in the last week.



**Parks:**

- Volleyball court completed.
- Disc golf pads installed.
- New infield lime put down on baseball fields.
- 4 new horseshoe courts in Rec Park
- Blacktop finished near band shelter in Rec Park.

**Airport:**

- Mowing.
- Preparing for Fly-in.

## Milaca Economic Development Commission

June 25, 2018 meeting 7:30 AM City Hall

Present: Marshall, Dave, Tammy, Joe C., Joe T., Jeff, John, and Tim

Call Meeting to order – 7:33

Secretary's Report – Minutes were reviewed by Tim and approved as presented

### Old Business

#### Industrial properties available for sale for future industrial park lots

-Brad has approached Dotseth in regards to selling his property. Dotseth has continued to say that he will work with us. His price right now is too high. The entrance to the property is a challenge, as it does not appear as though Dotseth wants to sell the farm site. Discussion ensued regarding the remaining properties. Joe T. agreed with Jeff in that the Dotseth property is our best choice at this point. It is valued at \$127,000. The group confirmed that it is our best option. Tammy will continue to work with Dotseth and find out what he is willing to sell the entire property for.

### New Business

#### Alstar Day Care

-They have been up and running for two weeks now. The council has given them an extension to get their parking lot paved.

#### Old Middle School

-He is planning to expand his assisted living. He is planning on converting his banquet hall and hotel into more assisted living.

### Other:

-Joe T. brought up that the Bank is planning to redo their property (old creamery) at the same time as the work on 2<sup>nd</sup> is being done (next spring). He also asked the city to consider the fixing of the alley between.

-Additional discussion took place around additional parking for tenants downtown.

Adjourn - 8:44

Next meeting date Monday, July 23, 2018

**From:** Billings Service <billings\_svc@citlink.net>  
**Sent:** Tuesday, July 10, 2018 1:54 PM  
**To:** Tammy Pfaff  
**Subject:** \* RE: FD-Pay per fire call

Five DEPT

Tammy, Current call pay is \$15.00 per call, proposed \$20.00 per call. Current drill pay is \$5.00 per drill, proposed is \$10.00 per drill.

Craig

	On Call	Calls	Mtg/Trng	Officer	Total
	80	825	180	2,500	3,585
	340	660	210	250	1,460
		420	140		560
		150	70		220
	130	465	165	250	1,010
	30	735	190	250	1,205
		375	150		525
	50	285	115		450
	30	330	70		430
		390	145		535
	330	840	145		1,315
		315	95		410
					-
	20	405	165	250	840
		585	125		710
	80	735	235	250	1,300
	5	600	140		745
	15	600	195		810
		345	100		445
		300	75		375
	440	615	170		1,225
		45	55		100
		15			15
	1,550	10,035	2,935	3,750	18,270
# Calls		669	587		
New Rate Totals	1,550	13,380	5,870	3,750	24,550
Budget					26,000
Increase		3,345	2,935		

\* Note: increase falls within Budget Range



CITY OF MILACA  
AIRPORT COMMISSION MEETING

July 12, 2018 – 6:00 P.M.

AGENDA

Call to Order

Roll Call –

1. Adopt Minutes-None-No meeting in June

Old Business

- MNDOT-Airport Project, ALP & Wildlife Hazard Site Analysis

New Business

- Airport Fly-In- Plans and events to be finalized
- Plaque in progress – This is to recognize Steve Burklund for his dedicated Years of Service to the Airport.
- 

Airport Managers Report

- Review of Operations
- Other

Other Business

Adjourn

**RESOLUTION 18-31  
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. **1031655**,  
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
State Project No. **A4801-36** at the **Milaca Municipal Airport** is accepted.

2. That the \_\_\_\_\_ and \_\_\_\_\_ are  
(Title) (Title)

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

at an authorized meeting held on the 19<sup>th</sup> day of July, 2018

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

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

City Manager-Tammy Pfaff

\_\_\_\_\_  
CORPORATE SEAL /OR/ NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**GRANT AGREEMENT FOR AIRPORT IMPROVEMENT  
 EXCLUDING 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.

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 September 30, 2022.
2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Local Share</u>
Airport Layout Plan	0%	95%	5%

3. The Project costs will not exceed \$ 98,000.00 . The proportionate shares of the Project costs are: Federal: Committed \$ 0.00, Multi-Year Amount: \$ 0.00 ; State: \$ 93,100.00, and Recipient: \$ 4,900.00 . 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. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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: \_\_\_\_\_

## 560 5th St SE Demolition of Buildings-Cost Proposals

	Dave's Excavating Proposal	Hjort Excavating
Demo Expense	\$ 12,250.00	\$ 13,230.00
Asbestos Removal	\$ 1,685.00	\$ 3,750.00

<u>Total Demo Proposal</u>	<u>Total Demo Proposal</u>
<u>\$ 13,935.00</u>	<u>\$ 16,980.00</u>

### Other Expense

Asbestos Inspection	\$ 400.00	\$ 400.00	\$ 400.00
Lawn Mowing	\$ 110.00	\$ 110.00	\$ 110.00
Legal	\$ 1,717.25	\$ 1,717.25	\$ 1,717.25

<u>Total Expense</u>	<u>Total Expense</u>
<u>\$ 16,052.25</u>	<u>\$ 19,097.25</u>

Asbestos Inspector  
Timothy M. Stoll  
P.O. Box 122  
Dent, MN 56528

June 11, 2018

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

RE: Asbestos Inspection:

Location- 560 5<sup>th</sup> Street SE, Milaca, MN

Dear Marshall,

Purpose, Scope, and Limitations:

This is the report for the asbestos inspection on the residential house located in Milaca, MN. The purpose of the inspection was to evaluate to determine the potential presence of asbestos within the building located at the property address referenced above. During my inspection, I sampled suspected Asbestos Containing Building Materials (ACBM). During the inspection, I checked in all accessible areas of the house. I opened up any walls and floors where possible to check for ACBM in those areas. I did check to see if there was any evidence of vermiculite insulation, but found no evidence that it is present.

General Survey Methods:

A walk through of the building was conducted and samples were taken in any areas of potential ACBM. As part of this survey, other items were noted on the MPCA Pre-Demolition checklist that are not asbestos related. These items will have to be removed prior to demolition.

### Asbestos Sampling:

Suspect samples were taken from the building that are presumed to be ACM. A minimum (1) sample was taken of miscellaneous materials. There were no samples taken of thermal materials, as I found no evidence of these types of materials. Samples were taken on any walls that were not wood. The samples were sent to an accredited asbestos laboratory and were analyzed using PLM in accordance with sampling of bulk samples. Samples were given a specific identification.

### Summary of Findings:

All materials tested were negative for asbestos other than the materials listed below. Materials tested are listed on the lab report.

The only suspect ACM materials located in the building that tested positive for asbestos were:

- |              |            |                       |
|--------------|------------|-----------------------|
| 1. Kitchen   | floor tile | positive for asbestos |
| 2. East room | floor tile | positive for asbestos |

The materials that tested positive for asbestos with a content of 1% or above should not be disturbed. These materials should be removed by a MN Certified Asbestos Contractor.

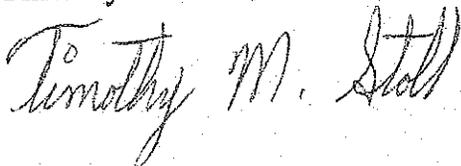
The rest of the building has a hardboard exterior. The interior of the house had sheetrock and paneling. There were some surfacing materials on the interior ceilings. There was no caulking located anywhere on the interior or exterior of the building. The kitchen and room just east of the kitchen has floor tiles. The rest of the building had wood floors with carpet.

A copy of this report should be supplied to the local Solid Waste Authority for their approval of the demolition.

If you should have any further questions regarding this report, please feel free to contact me.

Sincerely,

Timothy M. Stoll, Asbestos Inspector (License #AI9454)



<b>FROM</b>	<b>Dave's Excavating Proposal</b> 175 1st St. N. <b>Foreston, MN 56330</b> (320) 294-5988	Proposal No. Sheet No. Date <b>6-12-18</b>
-------------	--	--

Proposal Submitted To	Work To Be Performed At
Name <u>City of Milaca</u>	Street <u>560 5th St,</u>
Street _____	City _____ State _____
City _____	Date of Plans _____
State _____	Architect _____
Telephone Number _____	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Demolish Buildings, Remove Foundations,  
BRING IN FILL as Needed, Cap Sewer + Water

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars \$ 12,250 with payments to be made as follows: As Completed

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Dave's Exc

Respectfully submitted *Dave Deht*  
 Per \_\_\_\_\_

Note — This proposal may be withdrawn by us if not accepted within 30 days

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____	Signature _____
Date _____	Signature _____



**320.983.6467 or 320.983.3912**  
**7454 140<sup>th</sup> Street**  
**Milaca, MN 56353**

**June 12, 2018**

**City of Milaca**  
**Attn:**

**RE: 560 5<sup>th</sup> St SE**

**Estimate includes:**

**Clean out garbage from inside house and garage**  
**Demo house and garage**  
**Clean up concrete**  
**Concrete disposal**  
**Import fill, level and compact**  
**Cap sewer and water**

**Estimate                      \$13,230.00**

***No asbestos handling***

# Hummingbird Environmental LLC

29929 County 5 Blvd  
Red Wing MN 55066

Mailing Address: 522 Concord Street North,  
Suite 400, South St. Paul, MN 55075  
(651) 457-4699  
AsbestosJoe@yahoo.com

## PROPOSAL / CONTRACT

FOR: Marshall  
320-983-3142  
Mlind@milacacity.com

Project: 560 5<sup>th</sup> Street SE

Removal and disposal of approximately 255 sq/ft of 9x9 floor tile and mastic from the kitchen floor. Removal to be done using wet methods under a negative pressure enclosure.

**TOTAL: \$1,685.00**

### NOTE:

### POSSIBLE EXTRAS:

### CONTRACT PRICE

The contract Price for the work shall be: \$1,685.00

HUMMINGBIRD will invoice for completed work as it deems appropriate; invoices shall be paid by Client on a net thirty-day (30) basis at HUMMINGBIRD address shown above.

Authorized Hummingbird Environmental Signature

Authorized Client Signature

By: Joe Yager 

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

Title: Project Manager

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

Date: 7-3-18

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



# ENVIROBATE®

## PROPOSAL

<b>PROPOSAL SUBMITTED TO:</b> <b>City of Milaca</b> <b>Marshall Lind</b>	<b>PHONE:</b> <b>320 983 3141</b>  <b>EMAIL:</b> <u><a href="mailto:mlind@milacacity.com">mlind@milacacity.com</a></u>	<b>DATE:</b>  <b>June 25, 2018</b>
<b>JOB ADDRESS:</b> <b>Demo Residence</b> <b>560 5<sup>th</sup> St. SE</b> <b>Milaca, MN 56353</b>	<b>JOB DESCRIPTION:</b>  <b>Pre Demolition Asbestos Abatement</b>	

Envirobate proposes to furnish all labor, materials, equipment, supplies, disposal and insurance necessary for the following:

Removal and disposal of all asbestos containing materials listed in the EMC Labs report dated 6/18/2018 prior to demolition. Work will consist of the non-friable removal of asbestos flooring, and applicable air sampling from the Kitchen and East Room. Envirobate will provide power and water as necessary.

Price-\$3,750.00

EnviroBate proposes to complete this scope in accordance with all EPA, OSHA, state and local regulations governing asbestos control and removal.

The following items are included in the abatement project, as appropriate:

1. Occurrence type asbestos liability insurance coverage.
2. Final air clearance in compliance with applicable regulations.
3. Final cleaning and encapsulation of containment area.
4. All hazardous waste disposed according to EPA guidelines in an approved landfill via manifest.
5. Abatement performed within a negative air enclosure system, as appropriate.
6. Strict compliance with applicable Federal and State regulations.
7. Notification and permit fee to MN Department of Health, as applicable.

\* Owner is responsible for the water and electrical supply and all costs associated.

\* EnviroBate is not responsible for damages caused by spray glue and tape.

\* Price assumes that work area will be clear. Moving of items is billed at \$109.00 per man hour.

**Terms: Payment due upon completion via check or credit card.**

**Note:** This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** – The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified and will receive payment accordingly.

Authorized  
Signature

Marcus Rymer– Project Manager

Authorized  
Signature

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

Option(s) \_\_\_\_\_

**(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person is not paid for their contributions.**

**(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after the completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice**

### MINNEAPOLIS- HEADQUARTERS

3301 East 26th Street, Minneapolis, MN 55406  
Phone: (612) 729-1080 | Fax: (612) 729-1021

1-800-926-1776

[www.envirobate.com](http://www.envirobate.com)

### ROCHESTER OFFICE

1312 1/2 7th Street NW, #205, Rochester, MN 55901  
Phone: (507) 780-1900 | Fax: (507) 780-1901