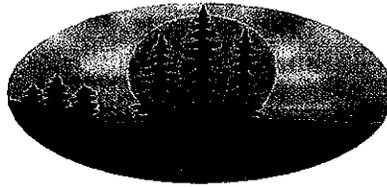


CITY OF MILACA
CITY COUNCIL MEETING
COUNCIL AGENDA
JULY 20TH, 2017

1. Call Meeting to Order 6:30 p.m.
2. Pledge of Allegiance
3. Roll Call- Present: Mayor-Pete Pedersen__ Council Members; Dave Dillan__ Ken Muller__ Norris Johnson__ Laurie Gahm__
Absent;_____
4. **Approval of Agenda** MB__2nd__AIF__O__
5. **Consent Agenda**
 - A. Approval of the Minutes – June 14th, 2017 Regular Council Meeting MB__2nd__AIF__O__
 - B. Approval of Bills
 - C. Approval of Treasurer’s Report
 - D. Street Closure Mega Meet 3rd St –County Road 36 foe Sept 23rd Event
 - E. Street Closure 2nd Ave SW and 2nd Street Aug 25th 2:00 p.m. to Midnight- First National Bank Celebrating 120 years
 - F. IF Initiative Foundation – Allocate
 - G. Resolution 17-25 Assessing Unpaid Fire Department charges \$250.00
 - H. Resolution 17-xx
6. **Citizen Open Forum- Utility for 5th St SW Area. Neighborhood Invite/Financing Project Memo**
7. **Public Hearing- ALLEY VACATION-** Resolution 17- 26 Declaring sufficiency Petition- Resolution 17-27 Vacation of Alley – retain Utility easements
8. **Requests and Communications-** Milaca Chamber of Commerce. Review of Letter – Lodging Tax request- Sample Ord
9. **Ordinances and Resolutions**
 - A. Ordinance NO 427 Recreation-Amending Ordinance Overnight Camping in Recreation Park MB__2nd__AIF__O__
10. **Reports of Departments, Boards and Commissions**
 - A. Police Department- Monthly Activity-
 - B. Parks Department/Commission-
 - C. Public Works Department- Steve Burklund Retirement- 34 Years of Service
 - D. Public Works Department- Review of Peoples Service proposal
 - E. Public Works Department- MN Depart of Health- camera grant for protection of wells MB__2nd__AIF__O__
 - I. Planning Commission-Approval of Conditional Use-Lynn Schlagel-3 new apartments MB__2nd__AIF__O__
 - J. Liquor Store- Approval of the Liquor Store Policy and Procedure Manual MB__2nd__AIF__O__
 - F. Economic Development Commission-June 16th
 - G. Airport Commission-June 28th -6:00 p.m.
 - H. MCAT
 - I. Joint Powers Board- June 26th
 - J. Safety Committee-No Meeting in July
11. **Unfinished Business**
12. **New Business**
 - A. Liquor License- Temporary Off Premise-Jiggers 8-25-2017 MB__2nd__AIF__O__
 - B. Industrial Park- Lots- Set Prices on lots for sale. MB__2nd__AIF__O__
 - C. Transient Merchant Permit MB__2nd__AIF__O__
 - D. Special Event Permit- Family Freedom Festival-VFW post 10794- Rec Park Sept 30th MB__2nd__AIF__O__
13. **Council Comments**

Adjourn _____p.m. MB__2nd__AIF__O__



City of Milaca
MEMO

To: Honorable Mayor and Council Members

Date: 7/20/17

Re: Agenda Overview and Comments

From: City Manager- Tammy Pfaff

.....
Consent Agenda

PUBLIC HEARING- Steve and Vicki Fox have requested to vacate the alley between their properties. They are in the process of selling their property and discovered they do not have clear title due to the encroachment of the house that was built in the alley right-of-way. The city will retain a permanent and perpetual easement for future needs.

Requests and Communications- Milaca Chamber- Lodging Tax

Ordinances- 427 Amends overnight camping.

Reports of Departments (I have added departments to this section)

Police Department –Police Chiefs summary of activities report.

Parks Department/Commission- Update on Park Projects from the Mayor

Public Works Department- Steve Burklund Retirement- 34 years of Service.

Public Works Department - Peoples Service proposal- Review this proposal to determine if it will be cost effective. The purpose is to cover the annual reporting and the needed testing requirements, lift stations, Water treatment plant and SCADA system.

Public Works Department- Camera System grant- This grant was started last year and was not brought before the council while the interim manager was present. It is a 50/50 matching grant. We have been awarded the grant and need council approval for the grant. Our Share of the matching grant is \$8,871.10. This is for a security system for protecting our source of drinking water.

Planning Commission- Council to act on the Conditional Use for Lynn Schlagel for 3 new apartments

Liquor Store- Adoption of the Liquor Store Policy and Procedures Manual

New Business- Liquor License Temporary permit- Jiggers

Industrial Park- City lots that we have for sale- We have interested parties (That wish to remain anonymous at this time) in multiple lots and need to set prices for the lots we have available for purchase.

Peddlers Permit for approval

Respectfully submitted;

Tammy Pfaff

City Manager

**MILACA CITY COUNCIL MINUTES
JUNE 14, 2017 MEETING**

Call to Order Roll Call

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

Councilors Absent:

Staff present: City Manager Tammy Pfaff, City Attorney Damien Toven, Public Works Director Steve Burklund, Police Chief Todd Quaintance and City Treasurer Tracy Gann-Olehy.

Also Present: Northland Securities Representative George Eilertson, Al Gruba, Karen Schleler, EDA Chairperson-Joe Cronin, Tom Sauer, Travis Fisher, Carol and Rick Fisher, Heather Rickbeil, Addi Fisher, Costa and Sue Dimitracopoulos. Oath of Office to Police Officers Nathan Fisher and Michael Barros. Mayor Pedersen officially gave the oath of office to the police officers.

Approval of the Agenda

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

Consent Agenda

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

- a) Minutes of the May 18, 2017 City Council Meeting
- b) Bills for Payment
- c) Approval of Treasurer's Report
- d) Resolution 17-20 State Capital Projects Grants-In-Aid for the Museum
- e) Resolution 17-21 Amendments as presented to the 2017 budget.
- f) Resolution 17-22 approving the unpaid water and sewer charges in the amount of \$395.27.
- g) Resolution 17-23 Approving City Lease Purchase Financing and Ground Lease Agreement from the EDA for the Library refunding bond. George Eilertson presented the refunding analysis and the refunded bonds interest rate will drop from 4.74% to 2.30% resulting in a net lease payment savings reduction of \$24,343 and an annual lease payment savings of \$5,856. Mayor Pedersen then proceeded to adjourn the city council meeting and the meeting then reconvened as the EDA. EDA Chairperson Joe Cronin opened the meeting and presented before the EDA for approval the Resolution 17-24 Term of Lease and Ground Lease Calling for Redemption of the Library Bond. The resolution was adopted upon a motion by Pederson and seconded by Johnson. Motion carried unanimously. Joe Cronin then called for an adjournment of the EDA meeting and upon a motion by Dillan and seconded by Muller the EDA meeting is adjourned. Motion carried unanimously. Mayor Pedersen then reconvened the regular council meeting.

Citizens Forum

The city manager discussed with council and the public the MnDot Hwy 23 Safety Audit project which would be the highway corridor from Milaca to Foley. MnDot is in the process of getting public comments on this area and is asking for areas of concern. The city manager commented that we will send a letter to Tom Dumont at MnDot with our concerns on Highway 23 within the city limits by the June 30th deadline.

Public Hearing

Allery vacation- The city attorney addressed the council with the concerns that the property owners will need to present a petition from the abutting property owners and stated that the public hearing be cancelled and put on the July agenda. Council called for a new public hearing to be on July 20th.

Requests and Communications- Council reviewed the letter from Stantec in regards to the utility improvements on 5th Street SW. Council will invite the property owners to the July council meeting to address the project and requested information in regards to assessments and bonding options for this project to be reviewed at that time.

Ordinances and Resolutions

Ordinance No. 425- Adopting Liquor Regulations- Sunday Sales-

A motion was made by Dillan, and seconded by Muller, to adopt the Sunday Liquor Regulations to the code of ordinances as read. Motion carried unanimously.

Ordinance No. 427- Recreation – Camping in city parks was discussed and it is discovered that the language will need to be revised to permit camping in the park. The Ordinance received the first reading and was referred to the city attorney for language revisions to be adopted at the July council meeting.

Reports of Departments, Boards and Commissions

Police Department- Quaintance requested council to approve a park trespass for individuals as presented in the memo to the council. Upon a motion by Johnson and seconded by Muller the trespass is approved. Quaintance reviewed with council the monthly activity report. Quaintance submitted samples of rental inspections from other cities and recommended the city consider adopting this ordinance and that the building official is also in favor of the inspections. Council recommended it go to the planning commission.

Parks Department- presented before the council is the approval of the purchase of the Bobcat Skid-Steer loader for \$31,404.23. The purchase is approved upon a motion by Muller and seconded by Johnson. All in favor, motion carried.

Public Works Department- Presented before the council is the quotes for sewer cleaning and inspection. The council approved the lowest quote to Johnson Jet Line in the amount of \$24,500 upon a motion by Dillan and seconded by Gahm. All in favor, motion carried.

Planning Commission- No meeting in May

Economic Development Commission- No meeting in May

Airport Commission- No meeting in May

Parks Commission- Minutes were reviewed. Grant submission to Bernick's is approved upon a motion by Muller and seconded by Dillan. All in favor, motion carried.

Joint Powers Board with City of Braham; Re: Building Inspection Services- no action at this time.

MCAT Dillan informed the council that they have been awarded a grant for the Thriving Communities grant.

Safety Committee-

Unfinished Business**New Business**

Approval of Temporary Off Premise On Sale Liquor License. Milaca Golf Club, Stones Throw- requested an On-Sale temporary liquor license to be issued for July 27th to July 29th, 2017. A motion was introduced by Gahm to approve the liquor license. The motion was seconded by Dillan. Motion carried unanimously.

Council Comments

Mayor Pedersen asked the council for comments:

- Dillan commented on the transient and peddles.
- Gahm commented that the farmers market is going well.
- Mayor Pedersen commented that a sign should be place by the VFW and Quaintance commented that by law they have to stop in the alley.
- Gahm commented that people are still parking in the yellow spots.
- Mayor Pedersen commented that there is a sign on the highway that is blocking visibility and asked the Police Chief to look into it.

Adjourn

With no other business, a motion to adjourn was made by Johnson, second by Muller, all present voted in favor and the meeting adjourned at 8:17 p.m.

Motion carried unanimously.

Mayor Harold Pedersen

ATTEST

Tammy Pfaff, City Manager

*Check Summary Register©

JUNE 2017 to JULY 2017

Name	Check Date	Check Amt	
10100 General Bank			
Paid Chk# 043369	BAN-KOE SYSTEMS, INC.	6/13/2017	\$330.00 FIRE ALARM SYSTEM
Paid Chk# 043370	ENGRAVING AWARDS & GIFTS	6/13/2017	\$1,206.00 SERVICE AWARDS-FIRE DEPT
Paid Chk# 043371	AMAZON	6/27/2017	\$756.51 PRINTER TONER-WATER
Paid Chk# 043372	BERNICKS	6/27/2017	\$1,000.00 RECONDITIONED POP MACHINE-FIRE
Paid Chk# 043373	BLUE CROSS BLUE SHIELD OF	6/27/2017	\$14,565.70 MEDICAL INSUR-JULY 2017
Paid Chk# 043374	DELTA DENTAL OF MINNESOTA	6/27/2017	\$26.20 PED DENTAL-JULY 2017
Paid Chk# 043375	FAMILY HERITAGE LIFE INS CO	6/27/2017	\$135.00 SUPPL LIFE INS - JUNE 2017
Paid Chk# 043376	L.E.L.S.	6/27/2017	\$245.00 POLICE UNION DUES-JULY 2017
Paid Chk# 043377	MINUTEMAN PRESS	6/27/2017	\$380.90 REC FEST BROCHURES
Paid Chk# 043378	MN BENEFITS	6/27/2017	\$550.54 LIFE/DENTAL-JUL 2017
Paid Chk# 043379	USABLE LIFE	6/27/2017	\$240.85 DISABILITY/LIFE-JULY 2017
Paid Chk# 043380	VERIZON WIRELESS	6/27/2017	\$449.75 JUN WIRELESS ROUTER SVC
Paid Chk# 043381	VISA	6/27/2017	\$5,384.94 BRUSH MOWER-PARKS-COUNTRY HOME
Paid Chk# 043382	ZIMMERMAN TODAY	6/29/2017	\$3,659.00 ADVERTISING-REC FEST
Paid Chk# 043383	U.S. POSTAL SERVICE	6/29/2017	\$243.25 JUNE BILLINGS
Paid Chk# 043384	FRONTIER	7/10/2017	\$890.48 PHONE SVC-WATER
Paid Chk# 043385	JIM'S MILLE LACS DISPOSAL	7/10/2017	\$568.04 GARBAGE-PARKS
Paid Chk# 043386	MILACA BLDG CENTER	7/10/2017	\$452.27 SHOP SUPPLIES-PARKS
Paid Chk# 043387	ALL STAR TROPHY & AWARDS, I	7/20/2017	\$91.27 PLAQUE-STEVE
Paid Chk# 043388	AMERIPRIDE	7/20/2017	\$127.19 RUGS-CITY HALL
Paid Chk# 043389	AW RESEARCH LABORATORIES	7/20/2017	\$679.00 TESTING-SEWER
Paid Chk# 043390	BANK OF ZUMBROTA	7/20/2017	\$832.00 PED BRIDGE EQUIP CERT-INTEREST
Paid Chk# 043391	BANYON DATA SYSTEMS, INC.	7/20/2017	\$2,385.00 SOFTWARE SUPPORT-FUND ACCTG
Paid Chk# 043392	BEAUDRY OIL & PROPANE CO.	7/20/2017	\$59.94 SUPPLIES-PW
Paid Chk# 043393	BILLINGS SERVICE	7/20/2017	\$1,094.81 GAS-PARKS
Paid Chk# 043394	BILLINGS, SHERIE	7/20/2017	\$25.00 JULY PLANNING COMMISSION
Paid Chk# 043395	CORNER MART	7/20/2017	\$1,828.99 GAS-PARKS
Paid Chk# 043396	DISPLAY SALES	7/20/2017	\$248.00 US FLAGS (2)
Paid Chk# 043397	DOVE FRETLAND PLLP	7/20/2017	\$3,630.46 CRIMINAL RETAINER-JUNE
Paid Chk# 043398	DUNCAN, RYAN	7/20/2017	\$123.69 OVERPMT-560 CENTRAL AVE S
Paid Chk# 043399	E.C.M. PUBLISHERS, INC.	7/20/2017	\$380.51 ALLEY VACATION-PUBLIC HEARING
Paid Chk# 043400	EARL F. ANDERSEN, INC.	7/20/2017	\$577.65 SIGNS FOR PARKS
Paid Chk# 043401	EMBROIDER THIS	7/20/2017	\$600.00 UNIFORMS-PARKS
Paid Chk# 043402	FAIRVIEW HEALTH SERVICES	7/20/2017	\$650.00 M WUBBEN SHOTS
Paid Chk# 043403	FEDERATED CO-OP	7/20/2017	\$258.75 FERTILIZER-PARKS
Paid Chk# 043404	GENERATOR POWER SYSTEMS	7/20/2017	\$3,247.05 GENERATOR MAINT-WATER
Paid Chk# 043405	GK CONSULTING LLC	7/20/2017	\$750.00 JULY NETWORK
Paid Chk# 043406	GOPHER STATE ONE-CALL, INC.	7/20/2017	\$107.45 JUNE LOCATES
Paid Chk# 043407	GRANITE ELECTRONICS	7/20/2017	\$81.80 RADIO REPAIR-FIRE
Paid Chk# 043408	GUARDIAN PEST SOLUTIONS IN	7/20/2017	\$160.31 PEST CONTROL-CITY HALL
Paid Chk# 043409	HABERMAN, DIONNE	7/20/2017	\$172.38 JUN 2017 OGILVIE MILEAGE
Paid Chk# 043410	HARLICKER, SCOTT	7/20/2017	\$25.00 JULY PLANNING COMMISSION
Paid Chk# 043411	HAWKINS, INC.	7/20/2017	\$3,257.79 CHEMICALS
Paid Chk# 043412	HD SUPPLY WATERWORKS, LT	7/20/2017	\$792.00 WATER PARTS
Paid Chk# 043413	HJORT EXCAVATING	7/20/2017	\$4,090.00 CLEAN OUT DITCH
Paid Chk# 043414	ISAACSON, JACOB	7/20/2017	\$28.00 GAS-POLICE
Paid Chk# 043415	JOHN DEERE FINANCIAL	7/20/2017	\$162.86 SUPPLIES-SEWER
Paid Chk# 043416	JOHNSON, ARLA	7/20/2017	\$25.00 JULY PLANNING COMMISSION
Paid Chk# 043417	JONS DOOR SERVICE LLC	7/20/2017	\$330.00 GARAGE DOOR SVC-POLICE
Paid Chk# 043418	K.E.E.P.R.S.	7/20/2017	\$1,293.67 ISAACSON VEST
Paid Chk# 043419	KLM ENGINEERING, INC.	7/20/2017	\$2,700.00 INSPECTION-WATER
Paid Chk# 043420	KNIFE RIVER CORP. - NORTH C	7/20/2017	\$195.43 CLASS 5 AGGREGATE
Paid Chk# 043421	KOCH'S HARDWARE HANK	7/20/2017	\$1,048.38 SUPPLIES-PW
Paid Chk# 043422	LANDSCAPE STRUCTURES INC	7/20/2017	\$250.00 SPLASH PAD PARTS
Paid Chk# 043423	LEAGUE OF MN CITIES INSUR T	7/20/2017	\$100,068.00 17 - 18 WORK COMP
Paid Chk# 043424	M.E. PLUMBING & HEATING	7/20/2017	\$805.75 HVAC REPAIR-CITY HALL

Check Summary Register©General*

JUNE 2017 to JULY 2017

Name	Check Date	Check Amt	
Paid Chk# 043425	MACQUEEN EQUIPMENT	7/20/2017	\$1,787.36 SWEEPER REPAIR-PW
Paid Chk# 043426	MEYER'S MILACA PARTS CITY	7/20/2017	\$174.90 PARTS-PARKS
Paid Chk# 043427	MILACA AUTO VALUE	7/20/2017	\$281.30 PARTS-PW
Paid Chk# 043428	MILACA GENERAL RENTAL CEN	7/20/2017	\$710.63 MULCH-PARKS
Paid Chk# 043429	MILLE LACS COUNTY DAC	7/20/2017	\$396.26 CLEANING SVCS - MAY
Paid Chk# 043430	MN COMPUTER SYSTEMS, INC.	7/20/2017	\$140.43 COPIER MAINTENANCE-DEP REG
Paid Chk# 043431	MN DEPT MANAGEMENT & BUD	7/20/2017	\$20.00 ADMINISTRATIVE FINES-JUNE 2017
Paid Chk# 043432	MN DEPT OF LABOR & INDUSTR	7/20/2017	\$110.00 ELEVATOR-PARKS
Paid Chk# 043433	MTI DISTRIBUTING	7/20/2017	\$293.64 TORO PARTS-PARKS
Paid Chk# 043434	NORTHLAND TRUST SERVICES,	7/20/2017	\$16,127.50 GO 2012A INTEREST
Paid Chk# 043435	QUILL CORPORATION	7/20/2017	\$132.43 CLEANING SUPPLIES-CITY
Paid Chk# 043436	ROHMAN LAWN CARE LLC	7/20/2017	\$2,313.00 WEED CONTROL-SEWER
Paid Chk# 043437	SCUBA CENTER	7/20/2017	\$4,072.26 RESCUE EQUIPMENT-FIRE
Paid Chk# 043438	STANTEC	7/20/2017	\$4,519.08 2017 SEWER RELINING
Paid Chk# 043439	STONEHILL MASONRY	7/20/2017	\$2,000.00 REPLACE 2 SIDEWALKS
Paid Chk# 043440	SUPER X POWER	7/20/2017	\$129.45 TRIMMER PARTS-PARKS
Paid Chk# 043441	SYLVA CORPORATION	7/20/2017	\$3,214.25 FALL PROTECTION-REC PARK
Paid Chk# 043442	TIMMER IMPLEMENT	7/20/2017	\$488.00 PARTS-SEWER
Paid Chk# 043443	WELLS FARGO	7/20/2017	\$76,471.50 LIBRARY BOND INTEREST
Paid Chk# 043444	BIRKELAND, MIKE	7/20/2017	\$300.00 REC FEST SVCS-SARAH MAE/BIRKEL
Paid Chk# 043445	BIRKELAND, SARAH	7/20/2017	\$300.00 REC FEST SVCS-PORCUPINE CREEK
Paid Chk# 043446	BIRKELAND, WENDY	7/20/2017	\$300.00 REC FEST SVCS-SARAH MAE/BIRKEL
Paid Chk# 043447	BLONDELL, PAUL	7/20/2017	\$150.00 REC FEST SVCS
Paid Chk# 043448	CAMPBELL, MARY	7/20/2017	\$100.00 REC FEST SVCS
Paid Chk# 043449	DOUBLE DOWN DAREDEVILS	7/20/2017	\$700.00 REC FEST SVCS
Paid Chk# 043450	HYRKAS, ADELLE	7/20/2017	\$500.00 REC FEST SVCS-BLUE GROOVE
Paid Chk# 043451	JOHNNY F! PRODUCTIONS	7/20/2017	\$2,800.00 REC FEST SOUND SVCS
Paid Chk# 043452	JOHNSON, NORRIS	7/20/2017	\$300.00 REC FEST SVCS-STONY BROOK
Paid Chk# 043453	KRAFT, PETE	7/20/2017	\$400.00 REC FEST SVCS-BARBWIRE
Paid Chk# 043454	OLESEN, HOLGER	7/20/2017	\$300.00 REC FEST SVCS-PORCUPINE CREEK
Paid Chk# 043455	OSTROM, JOEL	7/20/2017	\$300.00 REC FEST SVCS-OSTROM FAMILY BA
Paid Chk# 043456	TONY ROOK BAND	7/20/2017	\$1,000.00 REC FEST SVCS
Paid Chk# 043457	TRUEBENBACH, LILY	7/20/2017	\$500.00 REC FEST SVCS-SHE'S MY SISTER
Total Checks			\$285,599.55

CITY OF MILACA

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*General
Pre Pairs*

JUNE 2017 to JULY 2017

Name	Check Date	Check Amt
10100 General Bank		
Paid Chk# 043319 FIRST NATIONAL BANK OF MILA	6/7/2017	\$6,295.00 2015 GO PARK BOND-INTEREST
Paid Chk# 043320 FRONTIER	6/7/2017	\$888.98 PHONE SVC-WATER
Paid Chk# 043321 JIM'S MILLE LACS DISPOSAL	6/7/2017	\$460.40 GARBAGE-CITY
Paid Chk# 043322 MILACA BLDG CENTER	6/7/2017	\$147.46 SHOP SUPPLIES-PW
Paid Chk# 043323 WUBBEN, MARK	6/7/2017	\$89.99 WORK BOOTS
Total Checks		\$7,881.83

CITY OF MILACA

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*General
ACT*

JUNE 2017 to JULY 2017

Name	Check Date	Check Amt	
10100 General Bank			
Paid Chk# 817123E CENTERPOINT ENERGY	6/19/2017	\$1,320.35	NATURAL GAS
Paid Chk# 817124E EAST CENTRAL ENERGY	6/7/2017	\$9,534.27	ELECTRIC
Paid Chk# 817125E MILACA LOCAL LINK	6/20/2017	\$294.28	PHONE SERVICE
Paid Chk# 817126E UNION SECURITY INSURANCE C	6/12/2017	\$608.06	LTD-JUNE
Paid Chk# 817127E INCONTACT INC	6/30/2017	\$105.88	LONG DISTANCE SERVICE
Paid Chk# 817128E MIDCONTINENT COMMUNICATI	6/6/2017	\$65.00	INTERNET-JUNE
Paid Chk# 817129E MII LIFE	6/1/2017	\$250.00	WUBBEN-JUNE CONTRIBUTION
Paid Chk# 817130E EFTPS-STATE TAXPAYMENT	6/13/2017	\$1,909.28	STATE W/H
Paid Chk# 817131E EFTPS-STATE TAXPAYMENT	6/13/2017	\$146.96	STATE W/H
Paid Chk# 817138E EFTPS-STATE TAXPAYMENT	6/27/2017	\$1,998.35	STATE W/H
Paid Chk# 817139E EFTPS-STATE TAXPAYMENT	6/27/2017	\$146.96	STATE W/H
Paid Chk# 817146E EFTPS-STATE TAXPAYMENT	7/11/2017	\$1,976.47	STATE W/H
Paid Chk# 817147E EFTPS-STATE TAXPAYMENT	7/11/2017	\$146.96	STATE W/H
Paid Chk# 817154E CENTERPOINT ENERGY	7/20/2017	\$583.58	NATURAL GAS
Paid Chk# 817155E EAST CENTRAL ENERGY	7/7/2017	\$10,663.55	ELECTRIC
Paid Chk# 817156E MILACA LOCAL LINK	7/20/2017	\$294.25	PHONE SERVICE
Paid Chk# 817157E UNION SECURITY INSURANCE C	7/17/2017	\$599.09	LTD-JULY
Paid Chk# 817158E MN DEPT OF REVENUE	7/17/2017	\$1,454.00	W/S SALES TAX
Paid Chk# 817159E INCONTACT INC	7/31/2017	\$87.59	LONG DISTANCE SERVICE
Paid Chk# 817160E MN DEPT OF LABOR & INDUSTR	7/20/2017	\$665.38	2ND QTR SURCHARGE
Paid Chk# 817161E MIDCONTINENT COMMUNICATI	7/6/2017	\$65.00	INTERNET-JULY
Paid Chk# 817162E ENDICIA ACCOUNTING	7/6/2017	\$500.00	POSTAGE FOR METER
Paid Chk# 817163E MII LIFE	7/3/2017	\$15,648.98	3RD QTR CONTRIBUTIONS
Total Checks		\$49,064.24	

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JUNE 2017 to JULY 2017

Name	Check Date	Check Amt	
10900 Liquor Bank			
Paid Chk# 024111	VERIZON WIRELESS	6/27/2017	\$41.52 JUNE DIGITAL SIGN
Paid Chk# 024112	ARTISAN BEER COMPANY	7/5/2017	\$73.50 LIQUOR
Paid Chk# 024113	BERNICKS	7/5/2017	\$6,442.50 BEER
Paid Chk# 024114	BREAKTHRU BEVERAGE MN	7/5/2017	\$4,803.01 DELIVERY
Paid Chk# 024115	C & L DISTRIBUTING CO.	7/5/2017	\$44,635.71 BEER
Paid Chk# 024116	DAHLHEIMER DISTRIBUTING CO	7/5/2017	\$43,615.55 BEER-CREDIT
Paid Chk# 024117	JIM'S MILLE LACS DISPOSAL	7/5/2017	\$81.90 REFUSE COLLECTION
Paid Chk# 024118	JOHNSON BROTHERS LIQUOR	7/5/2017	\$28,505.69 WINE
Paid Chk# 024119	PAUSTIS WINE CO.	7/5/2017	\$596.25 WINE
Paid Chk# 024120	PHILLIPS WINE AND SPIRITS	7/5/2017	\$4,594.24 DELIVERY
Paid Chk# 024121	SOUTHERN GLAZERS OR MN	7/5/2017	\$6,537.08 DELIVERY
Paid Chk# 024122	VINOCOPIA	7/5/2017	\$2,160.00 DELIVERY
Paid Chk# 024123	AMERICAN BOTTLING CO.	7/20/2017	\$173.78 NA
Paid Chk# 024124	AMERIPRIDE	7/20/2017	\$238.88 RUGS
Paid Chk# 024125	BERNICKS	7/20/2017	\$2,662.95 BEER
Paid Chk# 024126	CRYSTAL SPRINGS ICE	7/20/2017	\$1,283.04 ICE
Paid Chk# 024127	FRONTIER	7/20/2017	\$279.03 JULY PHONE SVC
Paid Chk# 024128	GRANITE CITY JOBBING	7/20/2017	\$7,528.11 NA
Paid Chk# 024129	GRANITE LEDGE ELECTRICAL	7/20/2017	\$237.50 POWER FAILURE ISSUES
Paid Chk# 024130	KOCH'S HARDWARE HANK	7/20/2017	\$73.21 SUPPLIES
Paid Chk# 024131	LEAGUE OF MN CITIES INSUR T	7/20/2017	\$14,229.00 LIQ LIAB INS
Paid Chk# 024132	M. AMUNDSON LLP	7/20/2017	\$5,324.49 MISC
Paid Chk# 024133	RED BULL DISTRIBUTION CO IN	7/20/2017	\$237.80 NA
Paid Chk# 024134	VIKING BOTTLING CO.	7/20/2017	\$491.74 NA
Paid Chk# 024135	ZABINSKI BUSINESS SERVICES	7/20/2017	\$235.13 SOFTWARE UPDATE
Total Checks			\$175,081.61

*Check Summary Register©

JUNE 2017 to JULY 2017

Liq
Pre Paid

Name	Check Date	Check Amt	
10900 Liquor Bank			
Paid Chk# 024079	ARTISAN BEER COMPANY	6/2/2017	\$64.00 BEER
Paid Chk# 024080	BELLBOY CORP.	6/2/2017	\$5,477.60 LIQUOR
Paid Chk# 024081	BERNICKS	6/2/2017	\$5,220.65 NA
Paid Chk# 024082	BREAKTHRU BEVERAGE MN	6/2/2017	\$9,878.51 DELIVERY
Paid Chk# 024083	C & L DISTRIBUTING CO.	6/2/2017	\$34,238.08 BEER-CREDIT
Paid Chk# 024084	DAHLHEIMER DISTRIBUTING CO	6/2/2017	\$44,840.22 NA
Paid Chk# 024085	FRONTIER	6/2/2017	\$197.58 JUNE PHONE SVC
Paid Chk# 024086	J.J. TAYLOR DIST OF MN	6/2/2017	\$399.30 BEER
Paid Chk# 024087	JOHNSON BROTHERS LIQUOR	6/2/2017	\$17,850.49 WINE
Paid Chk# 024088	MINNESTALGIA WINERY	6/2/2017	\$90.00 WINE
Paid Chk# 024089	NORTHERN HOLLOW WINERY	6/2/2017	\$376.56 WINE
Paid Chk# 024090	PAUSTIS WINE CO.	6/2/2017	\$1,917.03 DELIVERY
Paid Chk# 024091	PHILLIPS WINE AND SPIRITS	6/2/2017	\$3,668.85 DELIVERY
Paid Chk# 024092	SOUTHERN GLAZERS OR MN	6/2/2017	\$6,620.54 DELIVERY
Paid Chk# 024093	THE WINE COMPANY	6/2/2017	\$451.00 DELIVERY
Paid Chk# 024094	VINOCOPIA	6/2/2017	\$2,512.42 DELIVERY
Paid Chk# 024095	WINE MERCHANTS	6/2/2017	\$92.62 DELIVERY
Total Checks			\$133,895.45

***Check Summary Register©**

*LIQ
ACH*

JUNE 2017 to JULY 2017

Name	Check Date	Check Amt	
10900 Liquor Bank			
Paid Chk# 917021E EAST CENTRAL ENERGY	6/7/2017	\$1,502.00	ELECTRIC
Paid Chk# 917022E CENTERPOINT ENERGY	6/9/2017	\$153.51	NATURAL GAS
Paid Chk# 917023E MN DEPT OF REVENUE	6/20/2017	\$18,440.00	LIQUOR SALES TAX
Paid Chk# 917024E MILACA, CITY OF (WATER/SEW)	6/15/2017	\$27.40	WATER/SEWER
Paid Chk# 917025E EAST CENTRAL ENERGY	7/7/2017	\$1,958.52	ELECTRIC
Paid Chk# 917026E CENTERPOINT ENERGY	7/12/2017	\$48.72	NATURAL GAS
Paid Chk# 917027E MN DEPT OF REVENUE	7/17/2017	\$19,868.00	LIQUOR SALES TAX
Paid Chk# 917028E MILACA, CITY OF (WATER/SEW)	7/17/2017	\$82.64	WATER/SEWER
	Total Checks	\$42,080.79	

Sewer Fund Profit/Loss

January - June
2017

REVENUES:

Sales	\$148,558
Penalty	1,477
Reserve	<u>10,500</u>
	\$160,535

EXPENSES:

Salaries	\$63,777
Utilities	6,063
Supplies	1,584
Insurance	4,045
Professional/Contracted Services	27,068
Repairs/Maintenance	730
Depreciation	55,000
Miscellaneous	<u>2,876</u>
	\$161,143

NET PROFIT/LOSS

(\$608)

NON OPERATING REV/EXP

Connections	\$4,500
Interest	6,125
Interest Expense/Fiscal Agent Fees	(3,968)
Bond Discount Amortization	0

\$6,050

Bond Principal	\$30,000
Capital Expenditures	0

Water Fund Profit/Loss

January - June
2017

REVENUES:

Sales	\$260,122
Miscellaneous Charges	9,777
Penalties	2,684
	<hr/>
	\$272,583

EXPENSES:

Salaries	\$62,461
Utilities	19,213
Supplies	12,121
Insurance	4,610
Professional/Contracted Services	14,680
Repairs/Maintenance	2,309
Depreciation	90,000
Miscellaneous	3,847
	<hr/>
	\$209,241

NET PROFIT/LOSS

\$63,342

NON OPERATING REV/EXP

Connections	\$3,000
Assessed Repairs	0
Interest	4,810
Interest Expense/Fiscal Agent Fees	(9,417)
Bond Discount Amortization	0

\$61,735

Bond Principal	\$5,000
Capital Expenditures	0

Deputy Registrar Profit/Loss

January - June
2017

REVENUES:

Vehicle License	\$62,483
Drivers License	24,513
DNR	4,825
Miscellaneous	<u>952</u>
	\$92,772

EXPENSES:

Salaries	\$73,401
Utilities	1,542
Supplies	1,175
Professional/Contracted Service	2,006
Depreciation	0
Miscellaneous	1,739
Repairs/Maintenance	0
Rent Expense	<u>0</u>
	\$79,864

NET PROFIT/LOSS

\$12,908

NON OPERATING REV/EXP

Interest

\$66

\$12,973

Liquor Profit/Loss
January - June
2017

REVENUES:

Sales:

Liquor Sales	\$303,189		
Cost of Goods	<u>226,603</u>	76,586	25%
Wine Sales	100,469		
Cost of Goods	<u>68,187</u>	32,282	32%
Beer Sales	518,617		
Cost of Goods	<u>394,076</u>	124,541	24%
Tobacco	58,120		
Cost of Goods	<u>45,050</u>	13,070	22%
Mix-NonAlcoholic	17,780		
Cost of Goods	<u>9,757</u>	8,023	45%
Miscellaneous	22,489		
Cost of Goods	<u>17,276</u>	5,213	23%

Miscellaneous Revenue

0
\$259,715

EXPENSES:

Salaries	\$107,246	
Utilities	13,543	
Supplies	4,197	
Insurance	8,034	
Professional Services	8,277	
Repairs/Minor Equipment	5,713	
Depreciation	22,000	
Miscellaneous	4,769	
Freight	5,927	
Credit Card Fees	12,542	
Unallocated	<u>0</u>	
		\$192,249

NET PROFIT/LOSS

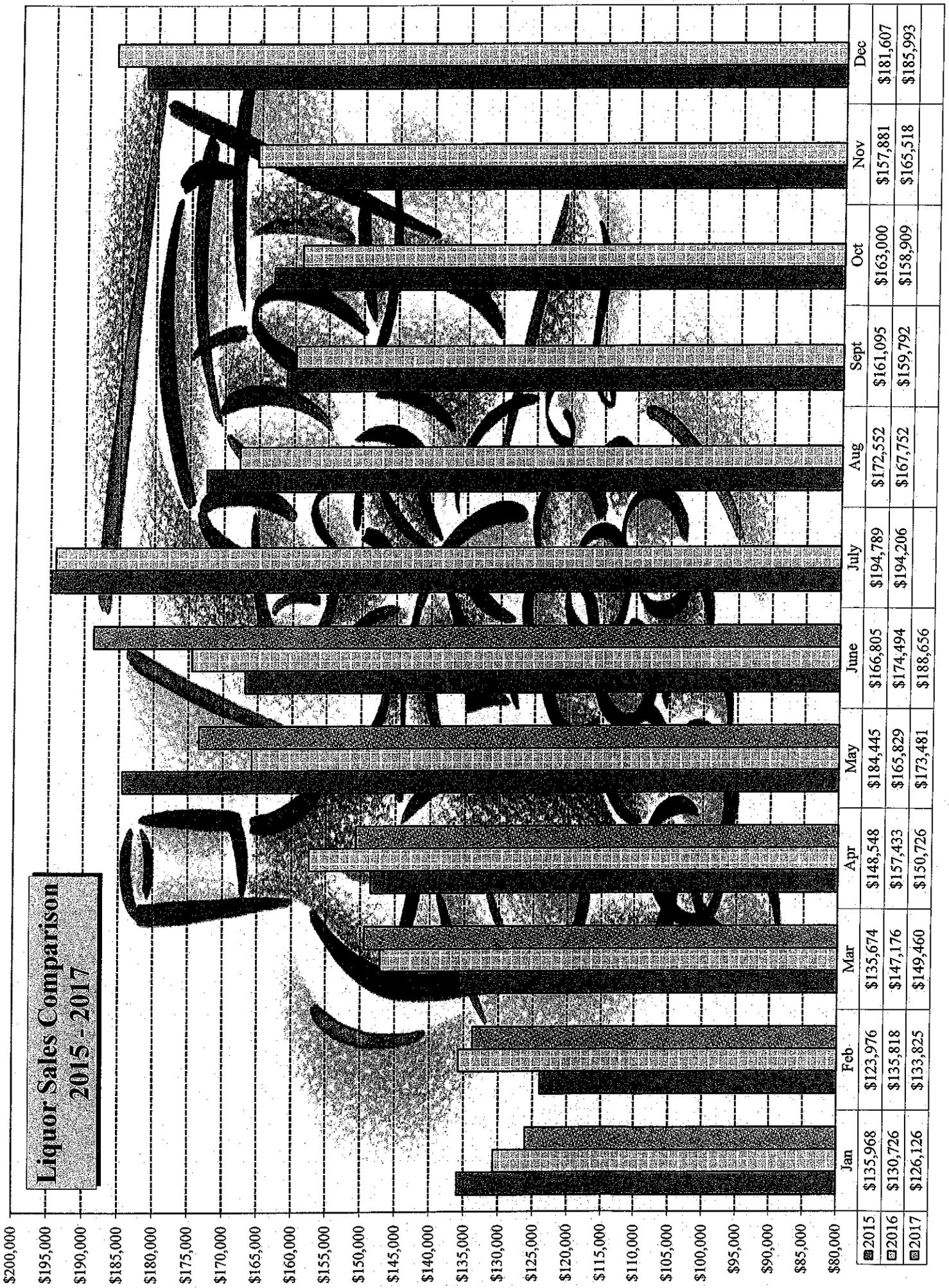
\$67,466

NON OPERATING REV/EXP

Interest	\$2,154	
Interest Expense/Fiscal Agent Fees	(\$6,898)	
Transfer to General Fund	\$0	
		<u>\$62,722</u>

Bond Principal	\$26,013
Capital Expenditures	0

**Liquor Sales Comparison
2015 - 2017**



CITY OF MILACA

Council Monthly Budget Report

June 2017

DEPT Descr	2017 YTD Budget	2017 YTD Amt	Balance	2017 % of Budget Remain
Airport	\$89,925.00	\$35,057.91	\$54,867.09	61.01%
Assessing	\$12,000.00	\$0.00	\$12,000.00	100.00%
Auditing	\$6,000.00	\$6,250.00	(\$250.00)	-4.17%
Building Inspection	\$52,495.00	\$47,382.58	\$5,112.42	9.74%
City Attorney	\$45,550.00	\$23,153.66	\$22,396.34	49.17%
City Hall	\$297,395.00	\$174,472.56	\$122,922.44	41.33%
City Manager	\$23,180.00	\$17,972.48	\$5,207.52	22.47%
Council	\$12,750.00	\$4,338.75	\$8,411.25	65.97%
Elections	\$0.00	\$0.00	\$0.00	0.00%
Fire Dept.	\$124,620.00	\$75,192.26	\$49,427.74	39.66%
Historical Society	\$13,000.00	\$1,791.67	\$11,208.33	86.22%
Liaison Officer	\$73,515.00	\$7,151.91	\$66,363.09	90.27%
Libraries	\$25,950.00	\$9,674.61	\$16,275.39	62.72%
Ogilvie	\$49,475.00	\$31,466.27	\$18,008.73	36.40%
Parks	\$271,480.00	\$92,419.26	\$179,060.74	65.96%
Planning Comm.	\$1,500.00	\$521.85	\$978.15	65.21%
Police Dept.	\$476,005.00	\$261,057.30	\$214,947.70	45.16%
Public Works	\$260,150.00	\$99,069.63	\$161,080.37	61.92%
Recreation	\$2,500.00	\$2,702.75	(\$202.75)	-8.11%
Treasurer	\$28,555.00	\$15,286.55	\$13,268.45	46.47%
Unallocated	\$11,045.00	\$6,776.11	\$4,268.89	38.65%
	\$1,877,090.00	\$911,738.11	\$965,351.89	51.43%

2017 INVESTMENT
June

MORGAN STANLEY

Purch Date	Maturity Date	Int. Rt	Balance 12/31/16	Purchase	Cost	Maturities	Book Balance 12/31/17	Market Value	Interest Received	Interest Paid	Cash Balance
6/8/12	6/8/17	1.85%	200,000.00		200,000.00	200,000.00	-	-	1,905.77		1,053,382.20
6/20/12	6/20/17	1.80%	150,000.00		150,000.00	150,000.00	-	-	1,346.30		(33,423.89)
10/31/12	10/31/17	1.50%	145,000.00		145,000.00		145,000.00	145,145.00	1,078.56		(1,518.75)
3/21/17	1/17/18	0.95%	-	100,000.00	100,000.00		100,000.00	99,864.00			1,787.49
3/13/18	4/13/18	1.10%	-	100,000.00	100,000.00		100,000.00	99,881.00			45,596.81
8/29/13	8/29/18	2.00%	150,000.00		150,000.00		150,000.00	150,969.00	277.25		3,820.14
9/24/14	9/24/18	1.80%	96,000.00		96,000.00		96,000.00	96,454.08	1,487.67		36,882.24
11/13/15	11/13/18	1.60%	160,000.00		160,000.00		160,000.00	160,414.40	856.90		374.28
12/26/16	12/26/18	1.40%	120,000.00		120,000.00		120,000.00	119,857.20	1,269.48		39,631.65
12/50/13	12/51/18	2.00%	100,000.00		100,000.00		100,000.00	100,753.00	837.70		656.75
3/18/17	3/18/19	1.50%	-	85,000.00	85,000.00		85,000.00	84,941.35	997.26		1,590.30
3/18/17	3/18/19	1.50%	-	15,000.00	15,000.00		15,000.00	14,989.65			85,295.66
7/29/15	7/21/19	2.05%	100,000.00		100,000.00		100,000.00	100,712.00	1,033.42		96,946.30
8/12/15	8/12/19	2.00%	100,000.00		100,000.00		100,000.00	100,919.00	1,008.22		510.03
8/19/15	8/19/19	2.10%	120,000.00		120,000.00		120,000.00	121,102.80	1,270.36		40,919.43
9/30/15	9/30/19	2.00%	110,000.00		110,000.00		110,000.00	110,894.30	1,090.96		146,479.11
1/23/15	1/23/20	1.85%	120,000.00		120,000.00		120,000.00	121,394.40	1,119.12		1,067.80
3/16/17	3/16/20	1.75%	-	100,000.00	100,000.00		100,000.00	100,019.00			2,837.00
4/7/17	4/7/20	1.70%	-	30,000.00	30,000.00		30,000.00	29,956.80	85.24		1,309.28
6/22/17	6/22/20	1.90%	-	60,000.00	60,000.00		60,000.00	60,190.80			(114,859.25)
9/16/15	9/16/20	2.20%	100,000.00		100,000.00		100,000.00	101,306.00	1,090.96		9,447.94
9/30/15	9/30/20	2.25%	45,000.00		45,000.00		45,000.00	45,585.00	502.09		876,858.79
3/17/17	3/17/21	2.05%	-	25,000.00	25,000.00	35,000.00	25,000.00	25,120.75			1,054,505.77
3/28/14	3/28/21	1.30%	35,000.00		35,000.00		35,000.00	35,634.60	112.19		965,117.74
3/30/17	4/5/21	2.30%	-	95,000.00	95,000.00		95,000.00	95,208.80			140,771.08
3/28/17	4/12/21	2.25%	-	45,000.00	45,000.00		45,000.00	45,041.40	169.21		88,421.38
5/26/15	5/26/21	1.35%	90,000.00		90,000.00		90,000.00	90,094.05	602.51		
9/15/14	9/15/21	1.60%	95,000.00		95,000.00		95,000.00	95,242.25	753.75		
3/14/17	3/14/22	2.25%	-	75,000.00	75,000.00		75,000.00	75,242.25			4,546,407.28
3/30/17	4/7/22	2.40%	-	125,000.00	120,000.00		125,000.00	126,142.50			
6/14/17	6/14/22	2.40%	-	200,000.00	200,000.00		200,000.00	200,544.00			
6/21/17	6/21/22	2.35%	-	100,000.00	100,000.00		100,000.00	100,424.00			
10/27/16	10/27/23	1.30%	200,000.00		200,000.00		200,000.00	196,238.00	1,300.00		
3/23/16	4/19/24	1.50%	115,000.00		115,000.00		115,000.00	114,352.55	862.50		
9/30/16	9/30/24	1.25%	115,000.00		115,000.00		115,000.00	113,724.65	718.75		
			1,606.55				3,422.32	3,422.32	39.60		
			1,953,136.14	24,551.11		1,401,631.02	576,056.23	576,056.23	2,327.32		

4-M FUND
MONEY MARKET

Payroll	Gen Chking	Liq Chking	Motor
209,232.51			
476,816.70			
121,531.21			
5,228,323.11			
	37,632.80		
	552,524.85		
	140,771.08		
	4,553,523.61		
	74.26		
	238.43		
	65.54		
	24,521.32		

General Bank Reconciliation
June 2017

	<u>Balance</u>	<u>Receipts</u>	<u>Disburse</u>	<u>Balance</u>
Balance	114,205.23	103,449.14	171,258.77	46,395.60
Current Month Outstanding			8,762.80	(8,762.80)
Last Month Outstanding	(7,949.78)		(7,949.78)	
ACH Fees		(46.28)	(46.28)	
Bank Charges		0.00	0.00	
Credit Card Fees		(101.31)	(101.31)	
Deposit in transit				
Deposit correction		0.00	0.00	
Deposit not recorded				
NSF Check				
Balance	106,255.45	103,301.55	171,924.20	37,632.80
Book Balance		103,301.55	85,207.57	
Motor			773.73	
Payroll			85,942.90	
		103,301.55	171,924.20	
		0.00	0.00	

Liquor Bank Reconciliation
June 2017

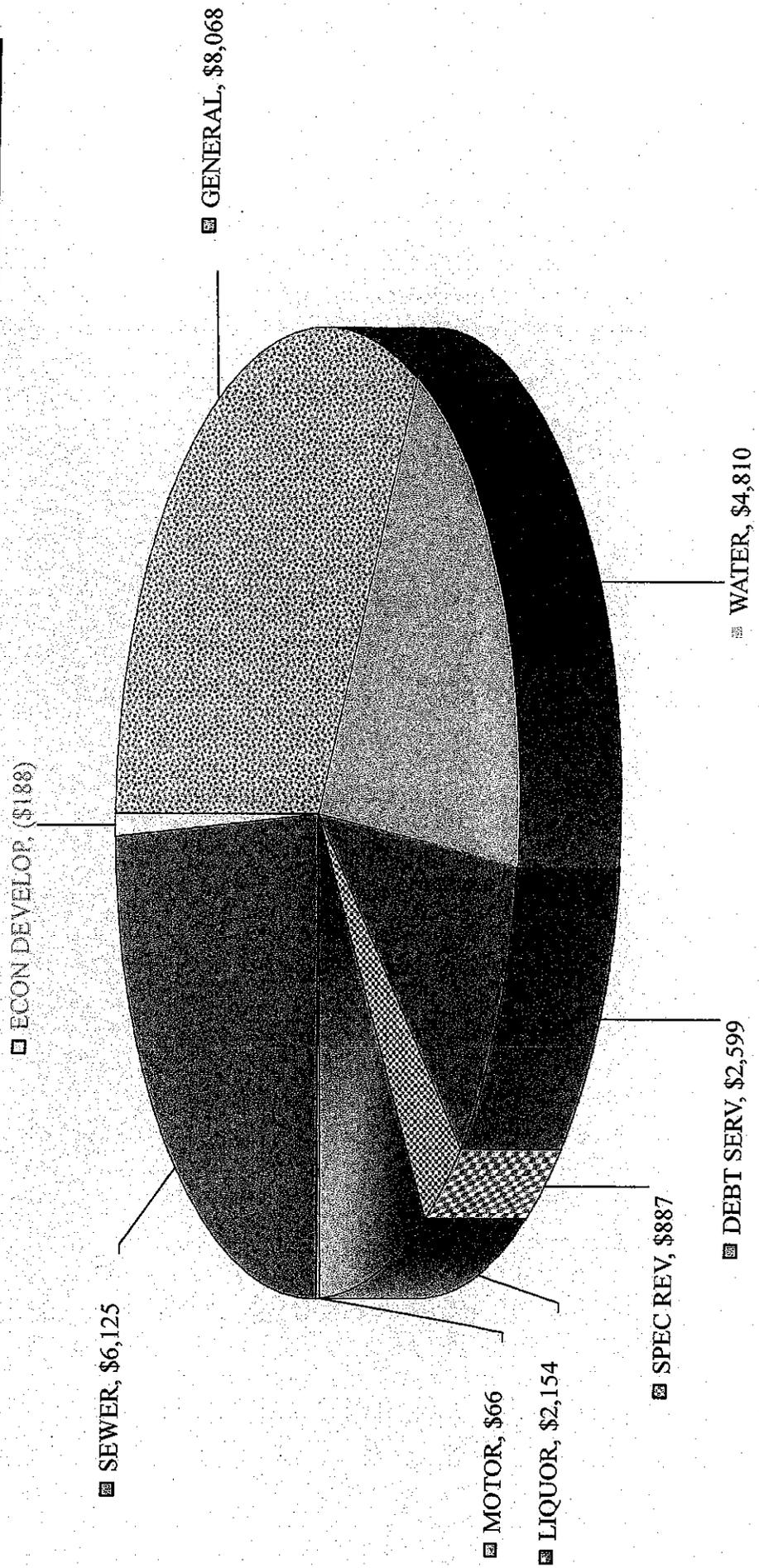
	<u>Balance</u>	<u>Receipts</u>	<u>Disburse</u>	<u>Balance</u>
Balance	514,460.72	217,292.88	186,557.10	545,196.50
Current Mnth Outstanding			41.52	(41.52)
Last Mnth Outstanding	(445.40)		(445.40)	
Deposit in Transit		7,369.87		7,369.87
Last Mnth Deposit in Transit	4,835.54	(4,835.54)		
Bank Charges		0.00	0.00	
Deposit Correction		0.00	0.00	
Credit Card Fees		(2,308.01)	(2,308.01)	

Balance	518,850.86	217,519.20	183,845.21	552,524.85
Book Balance		217,519.20	166,430.80	
Payroll			17,414.41	
			<u>183,845.21</u>	
		0.00	0.00	

Deputy Registrar Bank Reconciliation
June 2017

	<u>Balance</u>	<u>Receipts</u>	<u>Disburse</u>	<u>Balance</u>
Balance	135,799.17	266,033.43	263,518.67	138,313.93
Last Month Outstanding	(29,658.43)		(29,658.43)	
Current Month Outstand			12,684.05	(12,684.05)
Last Mnth Dep in Transit	30,855.18	(30,855.18)		
Current Deposit in Transit		14,961.20		14,961.20
ACH TRANSACTION		(4,414.24)	(4,414.24)	
Bank Charges		(2.50)	(2.50)	
Deposit in transit		0.00	0.00	
Deposit correction		0.00	0.00	
NSF Check				
Guinn 5/17	14.75	0.00	0.00	14.75
Hamilton 6/17	0.00	0.00	(88.75)	88.75
Larsen 1/17	14.75	0.00	0.00	14.75
Reams 5/17	61.75	0.00	0.00	61.75
Veerkamp 6/17	0.00	(27.00)	(27.00)	0.00
Book Balance	137,087.17	245,695.71	242,011.80	140,771.08
Book Balance		245,695.71	232,097.00	
Payroll			10,688.53	
Gen Exp			(773.73)	
		245,695.71	242,011.80	
		0.00	0.00	

**2017
Second Quarter
Interest Allocation
\$24,521**





CITY OF MILACA SPECIAL EVENT PERMIT APPLICATION

Permit No. _____
Return to City Hall By: _____
Date of Application: <u>June 22, 2017</u>

NAME OF SPECIAL EVENT: Birthday Bash - Celebrating 120 years

TYPE OF SPECIAL EVENT: Parade _____ Runs/Walks _____ Other: Street Dance, Anniversary Party

Applicant's or Organization's Name: First National Bank of Milaca

Name of Contact Person: Traci Otten Daytime Phone: 320-983-3155

Address: PO Box 38 190 2nd Ave SW Evening Phone: _____
Milaca, MN 56353 Fax Phone #: _____

Email Address: traci.otten@fnbmilaca.com

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

Starting Date August 25, 2017 Starting Time 4:00 pm

Ending Date August 25, 2017 Ending Time 11:00 pm

Estimated Number of Participants Attending the Event 300-400 people

Number of Sanitary Facilities 3 Sanitary Locations Molacek's Parking Lot

Where will Individuals Park Teal's parking lot, behind bank, whenever is open

Will Security Be Provided Yes Explain Arrangements: _____
 No

If using a public address system, give the location of speakers in the street/on the trailer for the band

How will drinking water be provided bottles of water.

Will electricity be required, and if so, how will it be provided Yes, we will use ~~the~~ the outlets in the Bank's park for the band to hook up to.

How will refuse be disposed of Iron's Mill Lacs Disposal

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

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

1.

Location 2nd Ave. SW Between 2nd St SW & Molacek's on 2nd Ave. SW
(Street to be Closed) (Cross Street) (Cross Street)
Date August 25, 2017 Time 2pm - 12am
(Beginning) (End)
Contact Person Traci Otten Daytime Phone 320-883-3101 Cell Phone _____
Special Requests Barricades requested.

2.

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

3.

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

4.

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

5.

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

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

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

SIGN IF APPROVED

COMMENTS

City Administration

(date)

Milaca Police Dept.

(date)

Street Dept.

(date)

Building/Zoning Admin.

(date)

Parks Dept.

(date)

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

(320) 632-9255
405 First Street SE
Little Falls, MN 56345



ifound.org

June 15, 2017

Tammy Pfaff
City Manager
City of Milaca
255 1st St E
Milaca, MN 56353-1609

Dear Mayor Pedersen, City Council and Ms. Pfaff,

Your partnership has proven to be a vital part of our ability to stimulate business growth, create and maintain quality jobs and ensure a climate for economic success. Together, we have provided favorable opportunities to advance community and economic health. We appreciate your past investment and request continued support in 2018.

For more than 30 years the Initiative Foundation has focused on building strong local economies and vibrant communities. In Mille Lacs County, we have contributed a total of \$1,225,160 in grants to support nonprofit organizations and local government projects, as well as \$2,549,651 in business loans to secure 674 quality jobs. Our grant-making, lending and community development activities are designed to make Central Minnesota a destination of choice to live, work, and play.

Our 2018 strategic priorities continue to include efforts to support and grow existing for profit and nonprofit businesses, and assist entrepreneurs with the start-up of new businesses and social enterprises. The enclosed Strategic Framework provides additional detail. Please contact us if you have any questions or to request a presentation at an upcoming council meeting.

We respectfully request that you consider allocating \$3,100 to the Initiative Foundation in your 2018 Budget.

This appropriation is essential to our ability to provide a climate for economic success in our region. An Initiative Foundation contribution has historically earned a substantial return on investment. For every local dollar invested, the Foundation has returned \$5.45 back to Mille Lacs County communities in grants, loans and scholarships.

Thank you for your consideration. After your budget is finalized, please sign the enclosed budget confirmation form and return it in the self-addressed envelope.

All the best,

A handwritten signature in black ink, appearing to read 'Matt'.

Matt Varilek
President

A handwritten signature in black ink, appearing to read 'Carrie'.

Carrie Tripp
Vice President for External Relations

Enclosures



Powering Possible

Equal opportunity lender, provider and employer.



2018 Budget Confirmation

Please indicate below your city council's decision regarding support for the Initiative Foundation in 2018 and kindly return this form to:

Initiative Foundation

405 First St. SE, Little Falls, MN 56345

Email: ctripp@ifound.org Fax: (320) 632-9258

Name of City : Milaca

YES, city council has approved funding to the Initiative Foundation in 2018 in the amount of \$ _____

Would you like the Initiative Foundation to send you a payment reminder?

Yes, please invoice us before ____/____.
Month / Year

Not necessary, we'll send payment to IF without an invoice.

Payment attached.

NO, we are unable to fund the work of the Initiative Foundation in 2018.

City official _____

Printed Name

Title

Signature

Date

Email Address

Phone #

We do want to hear from the cities of Central Minnesota to discuss your needs, answer questions, and provide an update on our local projects. Please call Carrie Tripp at 320-631-2015 to schedule a presentation.

Thank you for considering our request. Together, we can continue to serve this great region that we call home.



Strategic Framework

2017-19 ACTION PLAN

Mission

- To empower people to build thriving communities and a vibrant region across Central Minnesota.

Vision

- Central Minnesota is recognized as the ideal place where people choose to live, work, give and play.

Values

- Our primary resources are **local people** who invest their time, talent and assets.
- A shared vision among many **partners** is the best way to achieve lasting change.
- **Inclusiveness** and respect for **diversity** enriches communities and the region.
- We embrace our responsibility to introduce, promote and defend **pioneering ideas**.
- We will remain **responsive**, nimble and ready to adapt to emerging needs and opportunities.

Role

- **Convene** people and organizations to advance emerging economic and community issues.
- Provide access to **strategic funding** in the form of grants, loans, scholarships and fellowships.
- Deliver **expertise** and **build capacity** through technical assistance, training and referrals.
- Promote **philanthropy** and **leverage resources** through funding tools and volunteer opportunities.

Mission Critical Outcomes

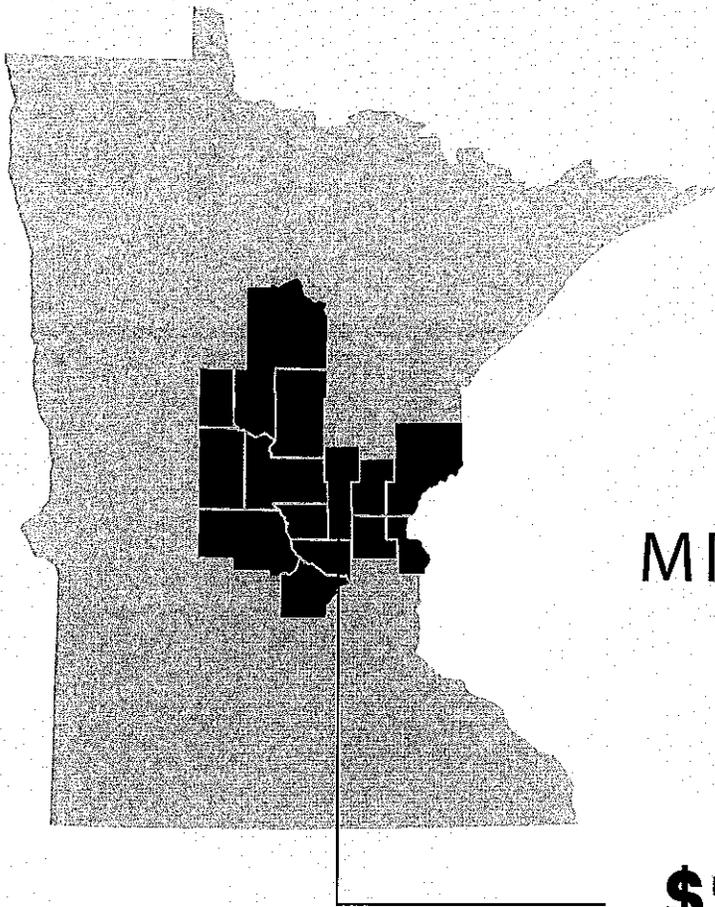
- **Grow Economy:** Central Minnesota has an abundance of talented people and job-creating enterprises that contribute to economic growth and vitality.
- **Build Community:** Central Minnesota is a thriving region where people choose to live, work, give and play.
- **Foster Philanthropy:** The people of Central Minnesota give generously of their time, talent and resources.

5 Key Priorities

- Support and grow existing for profit and nonprofit businesses.
- Support new entrepreneurs and the start-up of businesses and social enterprise ventures.
- Improve the economic status of financially disadvantaged people.
- Enhance kindergarten readiness for children (ages 0-5) living in poverty.
- Cultivate the next generation of leaders (ages 40 and under) working and living in our region.

Measurable Impacts

- 900 quality jobs secured
- \$9 million new loans resulting in \$54 million in funds leveraged
- 975 people are positioned to succeed in skilled work environment
- 300 emerging entrepreneurs have increased skills
- 9,000 young children living in impoverished areas are enriched through literacy activities
- 456 nonprofits and 9 low-income communities increase capacity
- 900 early childhood caregivers and providers increase workforce skills
- 50 new businesses/social enterprises launched
- 900 new Americans and economically disadvantaged rural residents have greater economic opportunity
- 345 next generation leaders increase skills, serve in community, board or nonprofit roles
- 20% increase in endowment contributions



Initiative Foundation at work in
MILLE LACS COUNTY

\$754,086

in local donations to the Initiative Foundation.

\$3.9 MILLION

returned to Mille Lacs County in grants, loans, and scholarships.

Our Mission:

To empower people to build thriving communities and a vibrant region across Central Minnesota.

405 First Street SE
Little Falls, MN 56345
(877) 632-9255
ifound.org

Return on Investment

For every local dollar contributed, the Initiative Foundation has invested **\$5.45** back into Mille Lacs County.

Economic Impact

[1986 to present]

- Awarded 238 grants totaling **\$1.23 million**
- Awarded 151 scholarships totaling **\$156,289**
- 81 loans totaling **\$2.6 million**
- Secured 674 quality jobs
- Leveraged **\$9.4 million** in private business financing



Powering Possible

Equal opportunity lender, provider and employer.



PROJECTS FUNDED IN MILLE LACS COUNTY | 2015 - 2017

	GRANT AWARDS	City	Project Title	Partner Fund	Amount
2017	Milaca High School Hall of Fame	Milaca	Construct Additional Display Cases for Hall of Fame Inductees	Rum River Community Foundation	\$250.00
	Milaca School District	Milaca	Community Education Program Support	Rum River Community Foundation	\$1,000.00
	Milaca School District	Milaca	MHS Scotland Performance	Rum River Community Foundation	\$1,000.00
	Mille Lacs County	Milaca	Mille Lacs County Cavity Free Birth-5 and Pregnant Mothers		\$17,500.00
	Mille Lacs Health System	Milaca	1000 Books Before Kindergarten in Onamia Area		\$7,500.00
	Princeton School District	Princeton	Princeton Early Childhood Coalition	Rum River Community Foundation	\$7,000.00
2016	Children's Dental Services, Inc.	Minneapolis	Dental Care and Education for Low-income Central Minnesota Children		\$5,000.00
	City of Milaca	Milaca	Band Shell Restoration Project	Rum River Community Foundation	\$31,872.78
	City of Milaca	Milaca	Preparing for Natural Disasters		\$2,000.00
	City of Wahkon	Wahkon	Feasibility Study for Veterans Park		\$2,500.00
	Isle School District	Isle	Dental Awareness in Isle Early Childhood		\$1,500.00
	Milaca School District	Milaca	Community Education Program Support	Rum River Community Foundation	\$500.00
	Milaca School District	Milaca	Prairie Fire Children's Theater Program	Rum River Community Foundation	\$500.00
	Mille Lacs Band of Ojibwe	Onamia	Early Education Oral Health Improvement Project		\$6,640.00
	Mille Lacs Band of Ojibwe	Onamia	PreK-Grade 3 Alignment		\$2,350.00
	Princeton School District	Princeton	Early Childhood Preventative Dental Services		\$3,000.00
2015	City of Milaca	Milaca	Band Shell Project	Rum River Community Foundation (Bandshell Project)	\$30,000.00
	Family Pathways	North Branch	Backpack Food Program for Isle Elementary		\$3,500.00
	Mille Lacs County Administrative Services Office	Milaca	Broadband Connectivity		\$5,000.00

GRANT AWARDS	City	Project Title	Partner Fund	Amount
Mille Lacs Health System	Onamia	Early Childhood Dental Vista Project		\$2,500.00
Mille Lacs Health System	Onamia	Onamia Early Childhood Coalition - Panthers' Little Libraries		\$7,500.00
Pearl Crisis Center	Milaca	Capacity Building Support		\$4,000.00
Princeton School District	Princeton	Princeton Area Early Childhood Coalition		\$7,000.00

SCHOLARSHIP AWARDS	Recipient / Community	Award Amount
2016	Alternative Sources of Energy	\$4,125
	Bob & Pauline Johnson Scholarship Fund	\$3,000
2015	Alternative Sources of Energy	\$3,975
	Bob & Pauline Johnson Scholarship Fund	\$3,000

RESOLUTION NO. 17-25

A RESOLUTION ASSESSING UNPAID FIRE DEPARTMENT CHARGES FOR SERVICE

WHEREAS the Milaca Fire Department responded to a call at 15962 220th Street on March 11, 2017 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 2018 with a payment period of 1 (one) year and an interest rate of 7 (seven) percent.

\$250.00
Edward E. Straka
15962 220th St.
Milaca, MN 56353
PID #15-017-0700

Adopted this 20th day of July, 2017.

Mayor Harold Pedersen

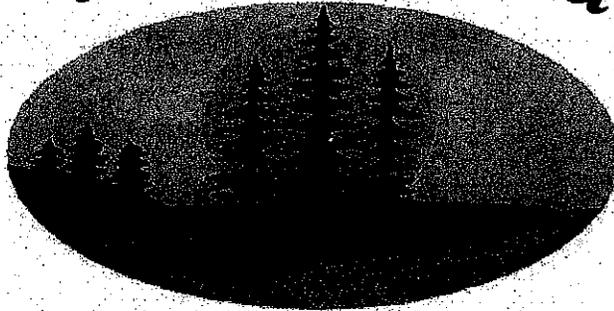
ATTEST

Tammy Pfaff, City Manager

City of Milaca

255 First Street East
Milaca, MN 56353

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



www.cityofmilaca.org

June 26, 2017

Dear Property Owner:

**Subject: Informational Neighborhood Meeting Regarding
Water/Sewer Utility Improvements on Fifth Street SW**

The City of Milaca council members will be holding an informational meeting to consider the possibility of water and sewer utility improvements on Fifth Street SW. During this meeting, the council will be looking at preliminary estimated construction costs involving the following two options:

Option 1 – Gravity Water and Sewer Main – Cost estimation = \$535,200
Option 2 – Pressure Sewer Only – Cost estimation = \$98,300

Since your property is within the project area, we invite you to attend this informational meeting to give the council any comments you may have regarding this project.

The meeting date, time and location is as follows:

Date: Thursday, July 20
Location: Milaca City Hall
Time: 6:30 p.m.

If you have any questions, don't hesitate to call me at 320-983-3141.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tammy Pfaff".

Tammy Pfaff
City Manager

TP:pm



Stantec Consulting Services Inc.
2335 Highway 36 West, St. Paul MN 55113-3819

June 7, 2017

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

Reference: Fifth Street SW – Possible Utility Improvements

Dear Tammy,

As requested, we have completed a preliminary review of possible utility improvements for the Fifth Street SW area of the city. This review is the result of an inquiry from residents in the area and subsequent direction from the City Council.

Our review includes two specific options for providing municipal utility service to the project area:

- **Option 1 - Gravity Sewer and Water Main** includes traditional gravity sewer and water main.
- **Option 2 – Pressure Sewer only** includes a small diameter pressure system only without municipal water service.

Further information regarding the two options is presented below. Hand sketches of the two options and a preliminary cost estimate of each option are attached to this letter.

BACKGROUND.

The area along Fifth Street SW presently does not have municipal sanitary sewer or water works service. In 2005, the City considered extending municipal sewer and water to the area in conjunction with a street improvement project. Installation of sewer and water in the area was not completed in 2005 due mainly to cost considerations.

Since 2005, the Dollar General site has been developed and the new building has been connected to city sewer.

There are nine identified homes and businesses in the project area that do not have municipal sewer. For this review, it has been assumed that the westernmost house (#485 Fifth Street SW, Johnson) will remain unsewered. The remaining eight homes and businesses included in the project area are:

- #315 Fifth Street SW (Evans)
- #325 Fifth Street SW (Gruba)



Reference: Fifth Street SW – Possible Utility Improvements

- #335 Fifth Street SW (Fransen)
- #355 Fifth Street SW (Klumper)
- #445 Fifth Street SW (Miller)
- #465 Fifth Street SW (Bremer)
- #450 Third Ave SW (Nelson)
- #400 Third Ave SW (Credit Union)

In addition to the homes/businesses listed above, there are one or two possible undeveloped lots in the project area. For this discussion, we can assume 9 connections.

OPTIONS CONSIDERED FOR PROVIDING MUNICIPAL SEWER SERVICE.

Two service options were considered for this review.

Option 1 - Gravity Sewer and Water Main. This option includes standard municipal gravity sanitary sewer service. Service would be provided by constructing a small municipal lift station at the east end of the project area and extending gravity sewer from the lift station. The lift station would pump the sewer into the existing sanitary sewer system.

Gravity sewer would be extended westward from the lift station. Since the road surface of Fifth Street SW is in good condition, it is proposed to install the gravity sewer using the trenchless technology method of directional drilling. Sewer segments between manholes would be installed by drilling the pipe without excavation. Excavation would be required at each manhole location and where sewer service lateral connections need to be made. To limit the street disruption, it is proposed to locate several of the proposed manholes outside of the existing street surface. Locating the manholes outside of the existing road surface is proposed with the assumption that the impacted property owners would grant utility easements for the work.

Option 1 would also include extending municipal water service westward down Fifth Street SW. It is proposed to install the water main using the trenchless technology method of directional drilling. To limit disturbance of the existing street surface, it is proposed to locate the water main outside of the street surface where possible. Spot excavations will be required for the water main construction to install house services, fire hydrants, and valves.

Under this option, sanitary sewer and water service stubs would be installed for the homes and business. The stubs would be extended approximately to the property line and plugged. Property owners would connect to the sewer and water stubs using their own plumbing contractor. The attached cost estimates do not reflect the cost for connecting between the home/business and the service stubs.

Option 2 – Pressure Sewer only includes a small diameter pressure system only without municipal water service.



Reference: Fifth Street SW – Possible Utility Improvements

Small diameter pressure sewer is a technology often used for smaller clusters of homes where traditional gravity sewer isn't practical. This is technology is frequently used when new sewer is added around lakes.

Under this option, the city would install a small diameter (1 1/2 – inch diameter) pressure main in the street right of way and provide a stub with a shut-off valve for each property. The small diameter pressure main would be installed by directional drilling. Excavations would be required where the individual service stubs would be located. It is assumed for this option that the pressure main could mostly be located outside of the existing roadway to minimize disruption of the road surface.

Property owners would be required to install their own grinder pump system and service line to connect to the provided stub.

The private individual grinder pump stations would need to meet certain city specifications. The private pumping stations would be similar to the systems manufactured by Environment One Corporation (E/One). Individual grinder pump stations like the E/One model do not require a septic tank. A copy of an Owners Guide for a standard E/One pumping station is attached to this letter.

APPROXIMATE COSTS.

A preliminary Opinion of Estimated Construction Costs has been prepared for each option. A copy of the detailed estimates is attached to this letter. A summary is presented below. These amounts should be used for planning and discussion purposes. More detailed estimates for financing and possible assessments can be prepared once initial discussions of the options have been held and a final alternative is determined.

Option 1 - Gravity Sewer and Water Main. An approximate cost for this option based on the layout on the attached sketch is \$535,200. In addition to this amount, there would be a cost for each property owner to connect to the city provided sewer and water stubs. There may also be septic system abandonment costs for property owners.

Option 2 – Pressure Sewer only. An approximate cost for this option based on the layout on the attached sketch is \$98,300. In addition to this amount, there would be a cost for each property owner to provide and individual grinder pump station and to connect to the city provided sewer stub. There may also be septic system abandonment costs for property owners.

A planning level cost estimate for furnishing and installing a typical individual grinder pump station is \$5,500 to \$6,500. There would be an additional cost of \$1,500 to \$4,500 for connection piping and septic system abandonment costs. For discussion purposes, a homeowner private cost of \$7,000 to \$11,000 for the pumping station and private piping connection could be assumed. This would be in addition to the homeowners share of the \$98,300 pressure sewer in the street.



June 7, 2017
City of Milaca
Page 4 of 4

Reference: Fifth Street SW – Possible Utility Improvements

CONCLUSIONS AND RECOMMENDATIONS.

The information contained herein is based on available information and our understanding of the issues wishing to be addressed. We offer the following suggestions.

1. City Council and Staff review the information and provide comments.
2. Conduct an informal neighborhood meeting to present the information and obtain feedback from the property owners.
3. Update the information presented herein based on feedback from the property owners and city council.
4. If a project is to proceed, discuss financing and assessment options.
5. If a project is to proceed, discuss ongoing user charge options (i.e. if a project proceeds without water service how will the city estimate sewer usage for billing).
6. If a project proceeds, discuss ongoing maintenance issues.

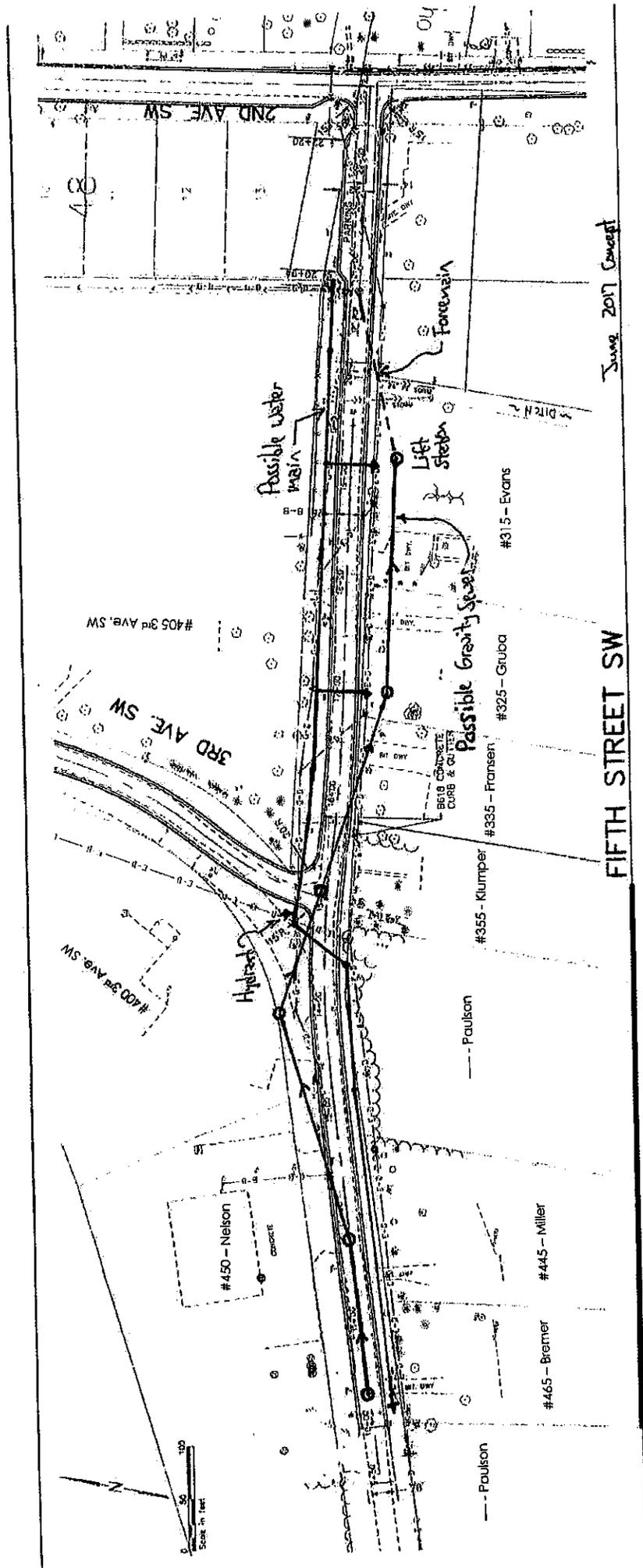
We'd be please to meet to discuss this matter further. Feel free to contact me if you have any questions or require any additional information.

Sincerely,
Stantec

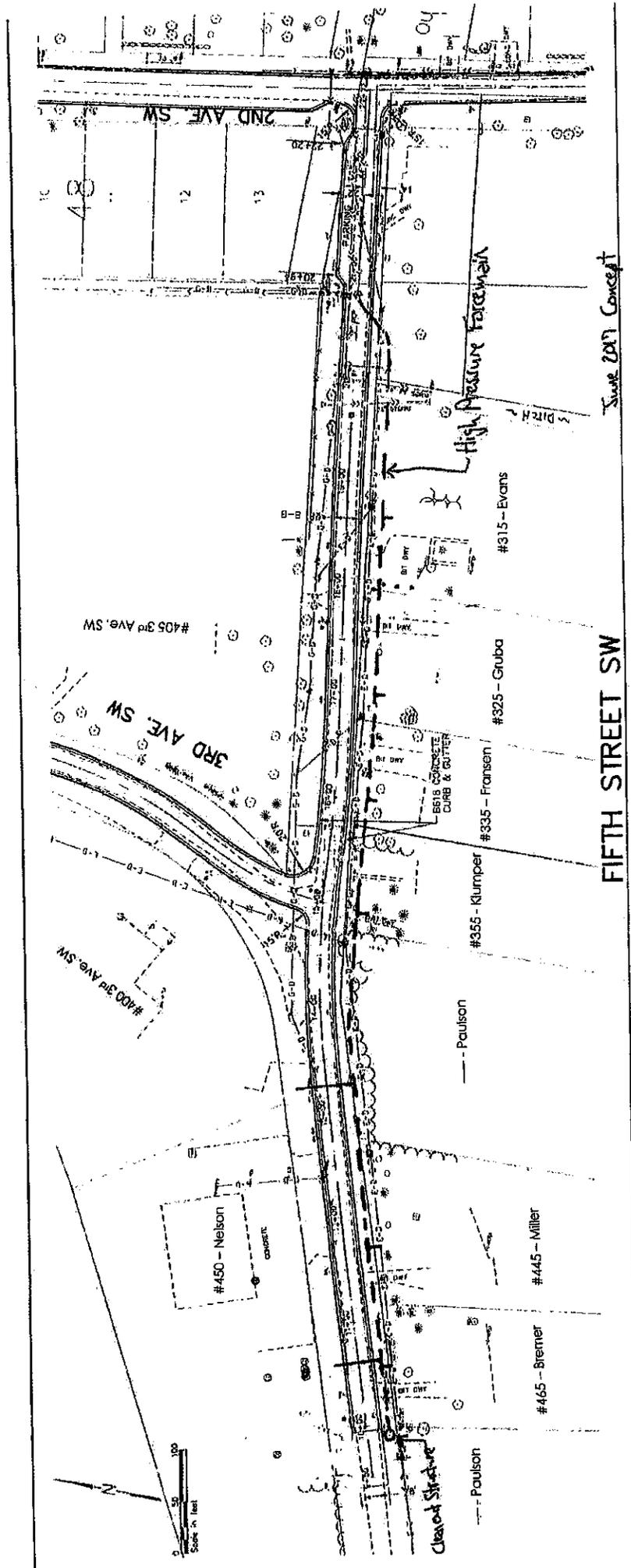
A handwritten signature in black ink that reads "Phil Gravel".

Phil Gravel, City Engineer

cc: Steve Burklund, Public Works Director



Option 1 - Gravity Sewer and Water Main



Option 2 - Pressure Sewer only

June 2017 Estimate.

Item Num	Item	Units	Estim. Quantity	Unit Price	Total
OPTION NO. 1 - WATER MAIN AND GRAVITY SANITARY SEWER WITH LIFT STATION:					
1	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
2	TRAFFIC CONTROL	LS	1	\$3,994.50	\$3,994.50
3	REMOVE BITUMINOUS PAVEMENT	SY	1180	\$1.50	\$1,770.00
4	REMOVE BITUMINOUS DRIVEWAY	SY	25	\$3.50	\$87.50
5	AGGREGATE BASE, CLASS 5	TN	850	\$9.00	\$7,650.00
6	4" CONCRETE SIDEWALK	SF	25	\$5.00	\$125.00
7	REMOVE AND INSTALL NEW CONCRETE CURB AND GUTTER	LF	350	\$25.00	\$8,750.00
8	TYPE LV 3 NON WEARING COURSE MIXTURE (B)	TN	150	\$60.00	\$9,000.00
9	TYPE LV 4 WEARING COURSE MIXTURE (B)	TN	145	\$65.00	\$9,425.00
10	BITUMINOUS MATERIAL FOR TACK COAT	GAL	65	\$2.00	\$130.00
11	BITUMINOUS PARKING LOT OR DRIVEWAY	SY	400	\$15.00	\$6,000.00
12	SILT FENCE, REGULAR	LF	500	\$2.00	\$1,000.00
13	EROSION CONTROL BLANKET	SY	2000	\$1.50	\$3,000.00
14	SEEDING, INCL SEED, FERTILIZER, MULCH AND DISK ANCHOR	AC	1	\$1,300.00	\$1,300.00
15	SODDING, LAWN TYPE	SY	1500	\$2.50	\$3,750.00
	TOTAL PART 1 - STREETS				\$70,982.00
PART 2 - WATER MAIN:					
16	CONNECT TO EXISTING WATER MAIN	EA	1	\$1,100.00	\$1,100.00
17	6" PVC WATER MAIN	LF	1270	\$60.00	\$76,200.00
18	8" PVC WATER MAIN	LF	0	\$65.00	\$0.00
19	INSULATION, 3" THICK	SY	20	\$24.00	\$480.00
20	INSTALL HYDRANT	EA	5	\$2,700.00	\$13,500.00
21	6" GATE VALVE AND BOX	EA	7	\$1,200.00	\$8,400.00
22	8" GATE VALVE AND BOX	EA	0	\$1,600.00	\$0.00
23	VALVE ADAPTOR	EA	7	\$100.00	\$700.00
24	6" BEND	EA	2	\$240.00	\$480.00
25	6" PLUG	EA	1	\$100.00	\$100.00
26	6" X 8" TEE	EA	5	\$340.00	\$1,700.00
27	6" PIPE RESTRAINT	EA	38	\$21.00	\$798.00
28	8" PIPE RESTRAINT	EA	0	\$30.00	\$0.00
29	1" CORPORATION STOP	EA	9	\$210.00	\$1,890.00
30	1" CURB STOP AND BOX	EA	9	\$220.00	\$1,980.00
31	1" TYPE "K" COPPER WATER SERVICE	LF	240	\$25.00	\$6,000.00
	TOTAL PART 2 - WATER MAIN				\$113,328.00
GRAVITY SANITARY SEWER AND LIFT STATION:					
32	LUMP SUM LIFT STATION BID PRICE	LS	1	\$120,000.00	\$120,000.00
33	YARD HYDRANT	EA	1	\$800.00	\$800.00
34	1-1/2" TYPE "K" COPPER WATER SERVICE	LF	50	\$22.00	\$1,100.00
35	1-1/2" CURB STOP AND BOX	EA	1	\$330.00	\$330.00
36	4" DIRECTIONAL DRILL HDPE FORCEMAIN	LF	160	\$50.00	\$8,000.00
37	CONNECT TO EXISTING MANHOLE	EA	1	\$1,500.00	\$1,500.00
38	4' DIAMETER SANITARY MANHOLES	EA	6	\$2,600.00	\$15,600.00
39	4' DIAMETER SANITARY MANHOLE OVERDEPTH	LF	35	\$80.00	\$2,800.00
40	8" DIRECTIONAL DRILL SANITARY SEWER, HDPE	LF	960	\$105.00	\$100,800.00

June 2017 Estimate.

Item Num	Item	Units	Estim. Quantity	Unit Price	Total
41	8" DIP SANITARY SEWER	LF	10	\$124.00	\$1,240.00
42	CLOSED CIRCUIT TV INSPECTION	LF	960	\$1.50	\$1,440.00
43	8" X 4" FUSED WYE	EA	4	\$100.00	\$400.00
44	4" PVC, SDR 26 SERVICE PIPE	LF	240	\$32.00	\$7,680.00
TOTAL GRAVITY SANITARY SEWER AND LIFT STATION					\$261,690.00
TOTAL EST. OPTION 1 CONST.					\$446,000.00
ADMIN AND ENGINEERING					\$89,200.00
TOTAL OPTION NO. 1 -WATER MAIN AND GRAVITY SANITARY SEWER WITH LIFT STATION:					\$535,200.00

OPTION NO. 2 -PRESSURE SANITARY SEWER:

1	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
2	TRAFFIC CONTROL	LS	1	\$3,959.50	\$3,959.50
3	REMOVE BITUMINOUS PAVEMENT	SY	250	\$1.50	\$375.00
4	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	10	\$8.00	\$80.00
5	REMOVE BITUMINOUS DRIVEWAY	SY	25	\$2.00	\$50.00
6	AGGREGATE BASE, CLASS 5	TN	180	\$9.00	\$1,620.00
7	4" CONCRETE SIDEWALK	SF	40	\$5.00	\$200.00
8	REMOVE AND INSTALL NEW CONCRETE CURB AND GUTTER	LF	120	\$25.00	\$3,000.00
9	TYPE LV 3 NON WEARING COURSE MIXTURE (B)	TN	35	\$80.00	\$2,800.00
10	TYPE LV 4 WEARING COURSE MIXTURE (B)	TN	30	\$85.00	\$2,550.00
11	BITUMINOUS MATERIAL FOR TACK COAT	GAL	30	\$2.00	\$60.00
12	6" CONCRETE DRIVEWAY PAVEMENT	SF	10	\$3.05	\$30.50
13	BITUMINOUS DRIVEWAY OR LOT	SY	25	\$15.00	\$375.00
14	SILT FENCE, REGULAR	LF	500	\$2.00	\$1,000.00
15	EROSION CONTROL BLANKET	SY	500	\$2.00	\$1,000.00
16	SEEDING, INCL SEED, FERTILIZER, MULCH AND DISK ANCHOR	AC	1	\$1,300.00	\$1,300.00
17	SODDING, LAWN TYPE	SY	1000	\$2.50	\$2,500.00
18	1 1/2" PRESSURE MAIN (DRILLED)	LF	1130	\$20.00	\$22,600.00
19	1 1/4" PRESSURE SEWER SERVICE PIPE	LF	200	\$30.00	\$6,000.00
20	TERMINATION FLUSHING MANHOLE	EA	1	\$3,000.00	\$3,000.00
21	SEWER SERVICE CONNECTION	EA	10	\$100.00	\$1,000.00
22	1-1/4" CURB STOP AND BOX	EA	10	\$500.00	\$5,000.00
23	1 1/4" HDPE PLUG	EA	10	\$100.00	\$1,000.00
24	CONNECT TO EXISTING SANITARY SEWER PIPE	EA	1	\$1,100.00	\$1,100.00
TOTAL ESTIMATED OPTION NO. 2 CONSTRUCTION					\$75,600.00
ADMIN AND ENGINEERING					\$22,700.00
TOTAL OPTION NO. 2 - PRESSURE SANITARY SEWER					\$98,300.00

R:\client\municipal\milaca_ci_rm\472GEN\5th St SW Utilities Study - 2017

The Pressure Sewer System

A pressure sewer system is used in areas because of the high water table. It is a conventional sewer system.

The pressure sewer system is installed on your property within a few feet of the ground. The pipes from other pumping units in the area are connected to this system.

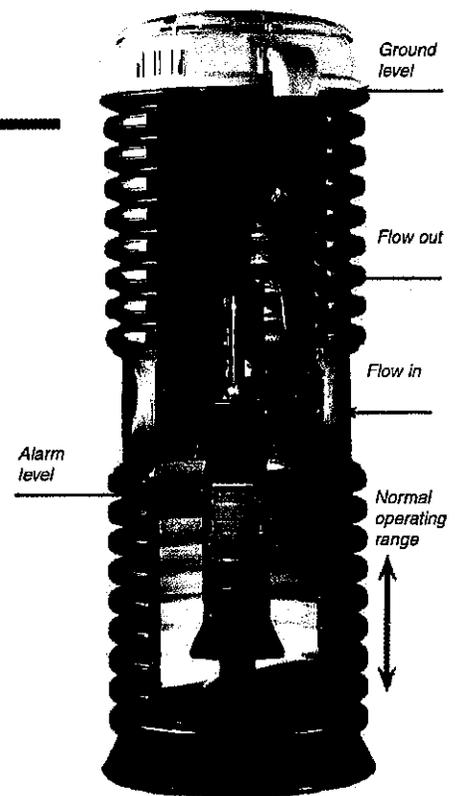
These pipes transfer wastewater to the sewer treatment plant that processes the wastewater into water suitable for reuse or recycling.

The systems installed are extremely reliable and durable.

There is not much you need to do to maintain the system. The diagram opposite shows how it works.

You have approximately 300 gallons of water in your house. This is the amount of water usage.

** Your grinder pump station may be different than model shown.*



The Pressure Sewer System

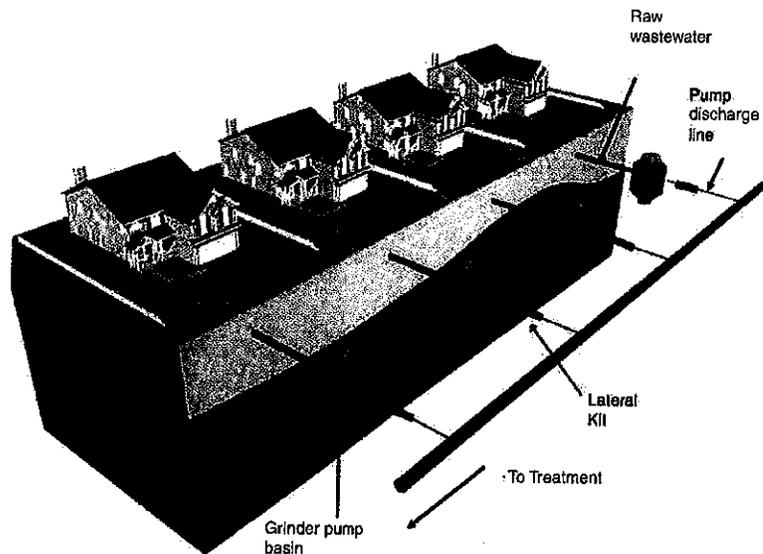
Using the System

There are a few things you need to know to ensure the system runs smoothly.

The system operates like a normal sewer system, taking waste liquids from your toilet, sink, shower, bath, dishwasher and washing machine and transferring it to the sewer system or treatment plant.

To avoid blockages and damage to the pump, the following items should NOT be placed into the system:

- Glass
- Metal
- Gravel, sand (including aquarium stone), and coffee grinds
- Seafood shells
- Socks, rags or cloths
- Plastic
- Sanitary napkins or tampons
- Disposable diapers
- Kitty litter
- Explosives
- Flammable materials
- Lubricating oil, grease, cooking oil, paint
- Strong chemicals
- Gasoline or diesel
- Stormwater runoff



Using the System



45 South 7th Street
Suite 2000
Minneapolis, MN 55402

(800) 851-2920
(612) 851-5906
Fax (612) 851-5917

DATE: July 13, 2017

TO: Honorable Pete Pedersen, Mayor & Members of the City Council
Ms. Tammy Pfaff, Manager
City of Milaca

FROM: George Eilertson, Sr. Vice President
Northland Securities

RE: July 20th City Council Meeting Discussion Items
1. Review of 5th Street SW Utility Improvements Financing Options
2. Review of Bank Qualification Request

I plan to attend the July 20th City Council meeting to review the following items:

1. Review of 5th Street SW Utility Improvements Financing Options

The spreadsheet shows the financing approaches related to the 5th Street utility improvements. The two options that are reviewed are the pressure sewer option (assessed 100% to the nine properties) and the gravity water and sewer option with 30% or 50% assessed to the nine properties.

I will plan to review the spreadsheet and answer any questions.

2. Review of Bank Qualification

It is my understanding that a local non-profit business has approached the City requesting that the City issue approximately \$3 million in bank-qualified bonds to finance their project improvements. Each year, a municipality is allocated \$10 million to issue bank qualified, tax-exempt bonds. Non-profit businesses do not have the ability to issue bank qualified, tax-exempt bonds on their own – they need to issue this type of debt through a municipality. This type of debt is not considered an obligation or debt of the City. If the business has a shortfall in revenue to make debt service payments on a bond issue there is no legal obligation for the City to raise taxes to cover the difference. The benefit to a non-profit business issuing bank qualified and tax-exempt debt is that the interest rate is lower, perhaps as much as 1 ½% lower than a taxable conventional financing.

In 2016, the City of Milaca issued bank-qualified bonds for Grand View in Cambridge a Presbyterian Homes affiliate. The bond issue size was \$9,150,000 and the City of Milaca charged a one-time fee of .25% which totaled \$22,875.

The City has issued \$653,000 of bank-qualified bonds in 2017 (the library refinance). As a result, the City has over \$9 million of bank-qualification limit remaining.

Please let me know if you have any questions. Thank you.

City of Milaca, Minnesota
5th Street SW Utility Improvements - Financing Scenarios
Gravity Sewer Option compared to Grinder Pump Option
(based upon preliminary AA-, bank qualified interest rates / Assumes 9 Property Owners)

Gravity Water & Sewer Options

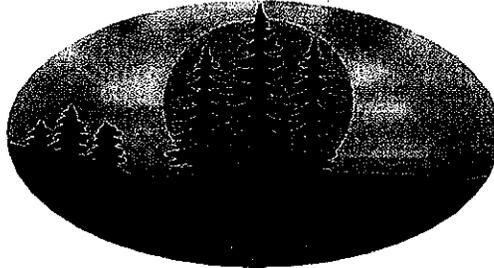
	30% assessed	50% assessed
TAX LEVY REVENUE (portion not covered by Public special assessments)		
	\$ 34,069	\$ 23,727
Net Tax Capacity Value (Pay 2016)	\$ 860,644	\$ 860,644
Estimated Net Tax Rate Increase	3.9586%	2.7569%

Pressure Sewer

	100% assessed
TAX LEVY REVENUE (portion not covered by Public special assessments)	
	\$ -
Net Tax Capacity Value (Pay 2016)	\$ 860,644
Estimated Net Tax Rate Increase	0.0000%

(B - F)

Market Value of Residential Property	30% assessed	50% assessed
100,000	\$ 28.41	\$ 19.78
150,000	\$ 49.98	\$ 34.81
175,000	\$ 60.77	\$ 42.32
200,000	\$ 71.55	\$ 49.83
250,000	\$ 93.13	\$ 64.86
300,000	\$ 114.70	\$ 79.88
Market Value of Commercial-Industrial Property	30% assessed	50% assessed
100,000	\$ 59.38	\$ 41.35
250,000	\$ 168.24	\$ 117.17
500,000	\$ 366.17	\$ 255.02
750,000	\$ 584.10	\$ 392.86



**CITY OF MILACA
PUBLIC NOTICE
PUBLIC HEARING
ALLEY VACATION**

Thursday, July 20, 2017

6:30 p.m.

Milaca City Hall

NOTICE IS HEREBY GIVEN that the Milaca City Council will call a meeting on Thursday, July 20th, 2017, at 6:30 p.m., to conduct a PUBLIC HEARING on a portion of an alley vacation located between 4th Street NE and 5th Street NE a 16.5 foot width and 162 feet in length of the alley between PID 21-042-0230 and PID 21-042-0240 platted Second Addition to Milaca, Block 12, within the City of Milaca.

All persons interested are invited to attend said hearing and be heard. Written comments may be submitted to the City Manager's office 255 First Street East, Milaca Minnesota 56353. Please contact the City Manager's office at, 320-983-3141 if you have any questions.

Tammy Pfaff
City Manager
City of Milaca

RESOLUTION NO. 17-26

A RESOLUTION DECLARING SUFFICIENCY OF PETITION AND SETTING A PUBLIC HEARING ON A VACATION COMMENCED BY A PETITION OF A MAJORITY OF ABUTTING LANDOWNERS

WHEREAS, a petition signed by the majority of property owners abutting a portion of an alley between 4th St. NE and 5th St. NE in the City of Milaca was received by the City Clerk on the 5th day of July, 2017; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute §412.851 vacate a portion of an alley between 4th St. NE and 5th St. NE legally described as:

An alley approximately 16.5 feet in width and approximately 162 feet in length, lying between Lot 3 (PID 21-042-0230) and Lot 4 (PID 21-042-0240), Block 12, Second Addition to Milaca, according to the plat thereof and of record in the office of the County Recorder, Mille Lacs County, Minnesota.

WHEREAS, the City Manager has reviewed and examined the signatures on said petition and determined that such signatures constitute a majority of the landowners abutting upon the portion of an alley between 4th St. NE and 5th St. NE to be vacated; and

WHEREAS, a copy of said petition is attached hereto; and

WHEREAS, at the regularly scheduled City Council meeting on the 14th day of June, 2017, the City Council passed a motion ordering the City Manager to set the public hearing on this matter for the 20th day of July 2017, and prepare this resolution for formal execution therein.

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

The Council will consider the vacation of such alley and a public hearing shall be held on such proposed vacation on the 20th day of July, 2017, before the City Council in the Milaca City Hall located at 255 1st St. E., Milaca, MN at 6:30 p.m. and

BE IT FURTHER RESOLVED that the City Manager was previously duly directed to give published, posted and mailed notice of such hearing as required by law.

Passed by the City Council of Milaca, Minnesota this 20th day of July, 2017.

Harold "Pete" Pedersen
Mayor

Attested:

Tammy Pfaff
City Manager

**PETITION FOR VACATION OF A PORTION OF ALLEY STREET
IN THE CITY OF MILACA, COUNTY OF MILLE LACS, MINNESOTA, LEGALLY
DESCRIBED AS:**

TO: The City Council of Milaca, Minnesota

The undersigned, a majority of the property owners as set forth opposite their respective names, abutting on ~~3rd Street~~ ALLEY NEVER USED street, respectfully petition the city council to vacation the aforesaid portion of

Print Name	Signature	Address or Description of Property
JAN ANDERSON	<i>[Signature]</i>	440 2ND AVE NE
STEVEN C FOX	<i>[Signature]</i>	430 2 ND AVE NE Milaca
Vicki A Fox	<i>[Signature]</i>	430 2 ND AVE NE Milaca

Received on the 5th day of July, 2017

[Signature]
(Signature of City Clerk)

**PETITION FOR VACATION OF A PORTION OF ALLEY STREET
IN THE CITY OF MILACA, COUNTY OF MILLE LACS, MINNESOTA, LEGALLY
DESCIRBED AS:**

TO: The City Council of Milaca, Minnesota

The undersigned, a majority of the property owners as set forth opposite their respective names,
abutting on 2nd Alley NE street, respectfully petition the city council to vacation the aforesaid portion of
ALLEY NEVER USED street.

Print Name	Signature	Address or Description of Property
Jan Amundson	Janice Amundson	440 2nd Ave NE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Received on the 5th day of July, 20 17

Jimmy Bluff
(Signature of City Clerk)

RESOLUTION NO. 17-27

A RESOLUTION VACATING A PORTION OF AN ALLEY UPON PETITION OF A MAJORITY OF ABUTTING LANDOWNERS.

WHEREAS, a petition signed by the majority of property owners abutting a portion of an alley between 4th St. NE and 5th St. NE in the City of Milaca was received by the City Manager on the _____ day of _____, 2017; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute §412.851 vacate a portion of an alley between 4th St. NE and 5th St. NE legally described as:

An alley approximately 16.5 feet in width and approximately 162 feet in length, lying between Lot 3 (PID 21-042-0230) and Lot 4 (PID 21-042-0240), Block 12, Second Addition to Milaca, according to the plat thereof and of record in the office of the County Recorder, Mille Lacs County, Minnesota.

WHEREAS, the City Manager has reviewed and examined the signatures on said petition and determined that such signatures constitute a majority of the landowners abutting upon the portion of an alley between 4th St. NE and 5th St. NE to be vacated; and

WHEREAS, a public hearing to consider the vacation of such alley was held on the 20th day of July, 2017, before the City Council in the City Hall located at 255 1st St. E, Milaca at 6:30 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Manager on the 25th day of June, 2017 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because:

1. Despite the fact the alley is platted as an alley, it has never been used as such, but the continuing existing of the alley places a burden on the city to continue to maintain said property for no public purpose.
2. The existence of the public alley has created encroachment issues that encumber neighboring properties and that it is in the city's interest to ensure these encroachments are removed such that the properties are no longer encumbered and remain marketable within the city.

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

That such petition for vacation is hereby granted and the portion of an alley between 4th St. NE and 5th St. NE in the City of Milaca described as follows is hereby vacated subject to the reservation of the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto public utilities and the like:

An alley approximately 16.5 feet in width and approximately 162 feet in length, lying between Lot 3 (PID 21-042-0230) and Lot 4 (PID 21-042-0240), Block 12, Second Addition to Milaca, according to the plat thereof and of record in the office of the County Recorder, Mille Lacs County, Minnesota.

BE IT FURTHER RESOLVED, that the Mayor and City Manager are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Passed by the City Council of Milaca, Minnesota this 20th day of July, 2017

Harold "Pete" Pedersen
Mayor

Attested:

Tammy Pfaff
City Manager

24-042-0230
Vicki + Scott Fox



July 17, 2017

City of Milaca
255 1st St E
Milaca, Mn. 56353

Dear City Council Members and City Administrator,

The Milaca Chamber of Commerce is in the process of searching for and hiring a new Executive Director. We would like to expand the roll of our director to better serve the Milaca Business Community and membership. In order to do this we are in need of additional funding. The City to this point has been a good partner with the chamber to reach their financial needs. As we go forward we would appreciate some additional funding help to cover those needs.

There have been some preliminary discussions about a potential lodging tax that could be imposed by the city to raise funds that could help with this. Our understanding is that these new funds could be used for promoting business and tourism in and around the Milaca community. As we feel this is the mission of the chamber, it could be a new revenue stream to help with our needs. This new tax would for the most part not be paid by local residents but by travelers through the area so it would not be a local resident tax burden. We would appreciate and encourage the City to research the benefits that this could provide.

We continue to look forward to our working relationship with the City. Together we can make Milaca a better place to live, work and play. Thank you for your consideration to this request.

Sincerely,
Mark McBroom
Milaca Chamber of Commerce President

ORDINANCE NO. XXX
CITY OF MILACA, MINNESOTA

AN ORDINANCE ESTABLISHING A TAX ON THE CONSIDERTION
PAID FOR LODGING WITHIN THE CITY OF MILACA

The City Council of Milaca does herby ordain:

1. DEFINITIONS.
 - A. LODGING FACILITY. Any hotel, motel, rooming house, tourist court or resort within the city.
 - B. LODGING INCOME. The gross receipts from the furnishing for consideration of lodging at a hotel, motel, rooming house, tourist court, or resort, except the renting or leasing to a person or entity for more than 29 continuous days.
 - C. OPERATOR. The person who is the proprietor or who otherwise has control of a facility providing lodging, whether in the capacity of owner, lessee, sublessee, licensee, or in any other capacity.
2. REGISTERING TO PAY TAX. Each and every lodging facility hereafter commencing business, or engaging in any activity generating lodging income shall file with the Clerk notice of that operation, including the name and address of same, the nature of the operation, the number or rooms open for use by the public, and a schedule of the rate(s) for said rooms.
3. IMPOSITION OF TAX. There is herby imposed a 3% tax on the total lodging income of any lodging facility, received after the effective date of this ordinance.
4. EXEMPTIONS. No tax shall be imposed for lodging paid by any officer or employee of a foreign government expressly exempt under federal or international law, nor by person to whom or whose occupancy is beyond the authority of this ordinance to tax. Further, no tax shall be imposed for lodging paid by a third party or the employee of a third party pursuant to a long-term contract between a lodging facility and a third party that was in existence prior to the effective date of this ordinance. No exemption shall be honored unless it is documented in writing, under the penalty of perjury.
5. COLLECTION OF TAX. Each operator shall impose and collect said tax at time of receipt of any income from lodging. All taxes so collected shall be held in trust by the operator for the benefit of the City.

6. NOTICE OF TAX. Each operator shall state the amount of the tax separately from the amount charged for lodging for each collection.
7. ADVERTISING NO TAX PROHIBITED. It shall be unlawful for an operator to advertise or hold out to the public or any person, directly or indirectly, that the tax here imposed, or any part of same will be assumed or absorbed by the operator, or that it will not be added to the lodging charge, or that any portion of same will be refunded.
8. PAYMENT OF TAX. Each operator shall pay the tax collected for each calendar month, to be paid no later than the 20th day following the month of, payable to the City, or to such entity as is authorized in writing by the City.
9. TAX RETURNS. At the time of each payment, each operator shall submit therewith a written return, furnished by the City, containing the following information for each reporting period:
 - A. The reporting period, with beginning and ending dates.
 - B. The itemized amount, if any, of lodging income that was not paid due to dishonored checks, credit card disputes, etc.
 - C. The total amount of exemptions, if any, with supporting documentation.
 - D. The total amount of lodging income actually received.
 - E. The amount of tax collected.
 - F. Any adjustments resulting from the curing or correction of items previously reported under B above.

Operators shall retain their returns for a period of three (3) years after their due date.

10. EXAMINATION OF RETURNS. The city shall examine each return for accuracy, and may conduct such further examinations and/or investigations deemed appropriate to assure that accuracy. Any deficient tax, or any over payment, shall be due and payable within 20 days of determination and notice of same.
11. FAILURE TO FILE A RETURN; FALSE RETURNS. If any operator fails to file a required return within the time prescribed, or shall, willfully or otherwise, file an incorrect, false or fraudulent return, the operator shall within 5 days of the receipt of written notice thereof file the required return, or a corrected return, and shall submit therewith any tax due.

If an operator fails to file the required return, or the corrected return, the City may prepare such return, base upon such knowledge and information that is available, and forward same to the operator, with a demand for the tax due. Unless objected to in writing within said 5 day period, the return prepared by the City shall be deemed valid and correct, and the operator shall have the burden of establishing that it is incorrect in any action or proceeding for the collection of same.

12. PENALTIES ON TAX.

- A. FAILURE TO PAY WHEN DUE. If any taxes imposed by this ordinance are not paid within the prescribed time, or any extension thereof, there shall be added thereto a penalty equal to 10% of any amount remaining so unpaid.
- B. FAILURE TO FILE RETURN. Should any person fail to timely file a return required by this ordinance, and it is shown that such failure is not due to willful neglect, then upon the filing of such return and the payment of the tax there shall be added thereto and paid therewith the sum of:
 - 1. Ten percent (10%), if paid within 30 days of the due date.
 - 2. An additional 5% for each additional 30 days, or part thereof, from the due date.

The minimum penalty shall be \$10, irrespective of the calculation.

- C. FALSE AND/OR FRAUDULENT RETURNS. If any person willfully files a false or fraudulent return, or willfully attempts in any manner to defeat, evade or unlawfully minimize any tax herein imposed, or any penalty thereon, there shall be imposed a penalty equal to 50% of any amount due, less any amounts actually paid, in addition to any other penalties imposed herein.

All payments due under this section shall be applied first to the penalties due, the balance to the tax.

- 13. REFUNDS. Any person may apply in writing for a refund of any tax paid in excess of the amount legally due for a given reporting period; provided, no such application shall be valid unless filed within 1 year of the date the tax was paid by the operator. The application shall set forth in detail all facts, accompanied by all relevant documents justifying the refund. If a refund is due, same shall be submitted to the applicant within 20 days of the date of that determination. If the application is denied, the applicant shall be so informed in writing, by certified mail.
- 14. ADMINISTRATION. The Clerk shall administer, implement and enforce the assessment and collections of taxes and penalties imposed by this ordinance, and shall prepare and provide forms for returns and other documents necessary or incidental thereto and furnish them to all lodge facilities. The failure to deliver such forms shall not relieve any person from the obligations to pay the taxes herein required.

The Clerk may examine the books, papers and records of any operator in order to verify the necessity of payment, or the accuracy of any payment required under this ordinance. Every operator of a lodging facility is hereby directed and required to provide the Clerk with the means, facilities and opportunity for such examinations.

In the event arrangements are made for the administration, implementation and enforcement of the provisions of this ordinance with an agent, or another entity, notice of that fact to a lodging facility shall require each such facility to comply and cooperate with such agency, or entity, in all respects and for all purposes.

15. **CRIMINAL PENALTIES.** Any person or entity who or which shall willfully fail or refuse to pay any tax or penalty herein imposed, after written demand for same, or who shall refuse to permit the examination of the books, records, and papers in its possession, or under its control, or who willfully makes an incomplete, false or fraudulent return, shall be guilty of a misdemeanor.

If found guilty, any tax and/or penalty due shall be required and paid as restitution as part of any such proceedings.

16. **USE OF PROCEEDS.** All of the proceeds obtained from the collection of taxes/or penalties herein shall be used in accordance M.S.469.190, as the same may be amended from time to time.

17. **SAVINGS CLAUSE.** Should a court of competent jurisdiction find any term, section or provision of this ordinance unlawful, such finding shall not void or invalidate any other part hereof.

This ordinance shall take effect on the date of its adoption September 1st, 2017.

Dated _____

Mayor, Harold Pedersen

City Manager, Tammy Pfaff

Published in Milaca Union Times on _____, _____, 2017

LODGING TAX REMITTANCE FORM

CITY OF MILACA
255 First Street East
Milaca, MN 56353
(320) 983-3141

Reporting Month of _____

Lodging Facility

Contact / Representative

Address of Lodging Facility

Telephone

Email

Instructions for calculating Lodging Tax.

The total amount of lodging tax income for the report month

A

--

Amount of lodging income not paid due to NSF checks,
credit card disputes, etc.

B

--

Total exemptions from the lodging tax.
Supporting documentation is required

C

--

Subtract lines B & C from A to define the total amount of
lodging income actually received

D

--

Add any adjustments resulting from corrections of items
previously reported for B

E

--

Tax due calculation. Multiply E by 3% (.03) to define total
lodging tax. This is the total amount due for the month.

F

--

(DUE BY THE 20TH OF THE FOLLOWING MONTH)

REMIT PAYMENT TO; City of Milaca

Please retain all supporting documents for three years. The City Clerk may need to refer to these forms to perform an audit. Keep a copy of this form for your records and remit a copy with your payment.

Late payments will be assessed a late fee fo 10% of the amount remaining unpaid, if it's paid within 30 days. Unpaid balances after 30 days will be charged another 5%. Not to exceed \$10.00 irrespective of the calculation.

You can make your own copies of this form or obtain copies from the City Clerk's office.

This form must accompany all future remittances.

Aitkin - 2016

LODGING TAX 2016

	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTAL
	Received in	For Jan Receipt	Received in	For Feb Receipt	Received in	For Mar Receipt	Received in	For Apr Receipt	Received in	For May Receipt	Received in	For Jun Receipt	Received in	For Jul Receipt	Received in	For Aug Receipt	Received in	For Sep Receipt	Received in	For Oct Receipt	Received in	For Nov Receipt	Received in	For Dec Receipt	
Percent to Total Yr																									
Taxable Receipts	16,694.33	22,713.00	17,886.33	25,237.67	27,867	35,454.67	31,790.00	43,270.67	44,310.33	31,043.66	46.57	864.74	766.65	807.00	717.09	1,464.85	1,344.31	1,277.09	884.74	931.31	807.00	717.09	754.83	348,828.32	
City Admin Fee	25.04	34.07	26.83	37.86	42	53.18	47.69	64.91	67.22	46.57	864.74	766.65	807.00	717.09	1,464.85	1,344.31	1,277.09	884.74	931.31	807.00	717.09	754.83	523.24	9,941.61	
VTB Excess	475.79	647.32	509.76	719.27	794	1,010.46	906.02	1,233.21	1,298.12	1,344.31	1,277.09	884.74	931.31	807.00	717.09	1,464.85	1,344.31	1,277.09	884.74	931.31	807.00	717.09	754.83	10,464.85	
Total Lodging Tax	500.83	681.39	536.59	757.13	836	1,063.64	953.70	1,298.12	1,344.31	1,277.09	884.74	931.31	807.00	717.09	1,464.85	1,344.31	1,277.09	884.74	931.31	807.00	717.09	754.83	523.24	9,941.61	
Pct of Prior Year																									
Cumulative																									

Sample

Percent to Total Yr																									
Taxable Receipts	3,683.00	3,401.00	3,196.00	4,993.00	5,074	13,108.00	24,586.00	47,705.00	34,981.00	18,170.00	16,366.00	5,126.00	180,369.00												
City Admin Fee	5.52	5.10	4.79	7.49	8	19.66	36.85	71.56	52.47	27.26	24.55	7.69	270.55												
VTB Excess	104.97	96.93	91.09	142.30	145	373.58	700.13	1,359.59	996.96	517.85	468.43	146.09	5,140.52												
Total Lodging Tax	110.49	102.03	95.88	149.79	152	393.24	736.98	1,431.15	1,049.43	545.10	490.98	153.78	5,411.07												
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ORDINANCE NO. 427
AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS) CHAPTER 90
(RECREATION) SECTION 90.03 (HOURS AND ACCESS) OF THE CITY OF MILACA
CODE OF ORDINANCES

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

It is the intent of this ordinance to amend Title IX (General Regulations) of Chapter 90 (Recreation) Section 90.03 (Hours and Access) of the City of Milaca Code of Ordinances to allow for a provision for overnight camping with permission from the City.

§90.03 AMENDMENT. TITLE IX (GENERAL REGULATIONS) CHAPTER 90 (RECREATION) SECTION 90.03 (HOURS AND ACCESS) OF THE CITY OF MILACA CODE OF ORDINANCES IS HEREBY AMENDED TO ADD A SUBSECTION (C) WITH SHALL READ:

- (C) Overnight camping in municipal parks shall be allowed in designated areas set forth by the city. All campers shall abide by any of the conditions set forth by the city and must register and receive permission from the city. Persons who have obtained permission are allowed access to the park outside the hours specified in this section for the purpose of going to or from their campsite. Under no circumstances shall persons be permitted to camp in the park for more than three consecutive nights and days. If campers violate any conditions, laws, or ordinances, they shall immediately lose their camping privileges. The city reserves the right to cancel camping privileges at any time without notice.

All portions of the City of Milaca Code of Ordinances not otherwise amended herein remain in full force and effect.

This ordinance will become effective upon summary publication.

Adopted by the City Council of the City of Milaca this 20th day of July, 2017.

Harold Pedersen, Mayor

ATTEST:

Tammy Pfaff, City Manager

1st Reading: 06-14-17

2nd Reading: 07-20-17

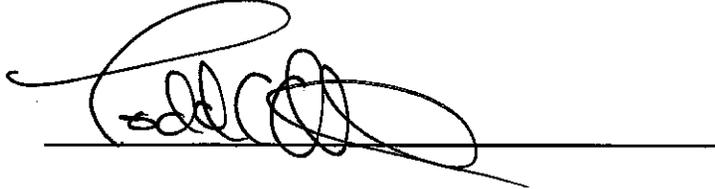
Published: _____

JUNE MONTHLY STATS

MILACA POLICE DEPARTMENT

Accident	7
Agency Assist	19
Alarm	7
Animal	12
Assault	2
Burglary	1
CDTP	3
Child Abuse	1
Child Custody	2
Civil Issue	2
Community Contact	7
Disturbance	2
Domestic	2
Driving Complaint	6
Drugs	2
Family Services Referral	7
Fire	3
Found Property	5
Fraud-Forgery-Scam	2
Funeral Escort	1
Gas Leak	2
Harassment Complaint	6
Icr Misc	2
Juvenile Complaint	9
Lockout	5
Lost Property	1
Medical	25
Missing Adult	1
Noise Complaint	2
Parking Complaint	8
Public Assist	16
Pursuit	1
Remove Unwanted	2
Suicidal Party	1
Suspicious Activity	22
Theft	15
Threats Complaint	3
Traffic	36
Trespass Complaint	1
Vulnerable Adult Report	3
Welfare Check	7
Zoning Violation	1

Community Events Attended	3
Training	2
Citations	6
Parking Citations	2
Park Related Incidents	27
Arrests	2



Submitted by Todd C. Quaintance for month of June

Park Commission Minutes

July 11, 2017

Members Present: Pete Pederson, Greg Moyer, Lynn Gallice, Joe Wildman, Matt Follmuth

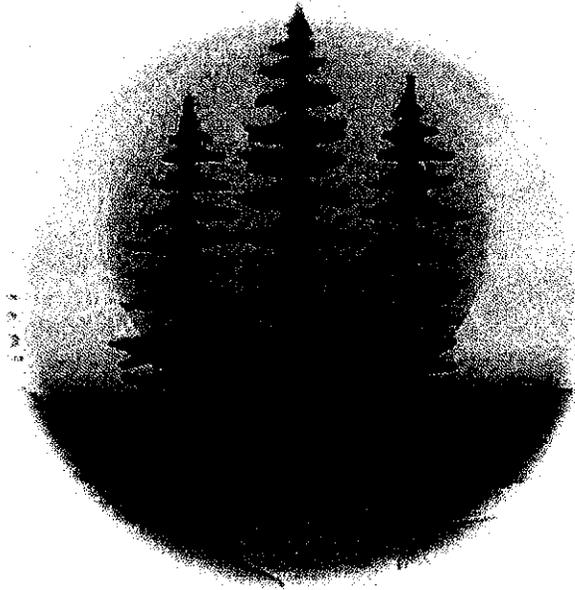
Pete Pederson – City Report

- Rec Fest
 - Volunteers needed. Meeting tomorrow. Cindy B. will assist with getting Rec Fest Volunteers
 - 79 paid camper so far
 - KBEK will be doing a live broadcast during Rec Fest
 - Heggies Pizza delivered over 2,500 advertisements throughout the state for Rec Fest
- Pete will be discussing with the city:
 - New camping ordinance
 - waive park fee for Rec Fest
- Pete and Joe will meet to discuss disc golf needs

Greg Moyer – Parks Report

- Archway in Rieneke Park almost complete
- Playground inspection almost complete
- New Bobcat. All employees seem to like it.
- New mower. Not impressed so far. Will let other employees try and give their opinions.
- Summer help is good, responsible.
- Discussed budget and the commission's 'Top 3'.
- Rec Park Priorities
 - Disc golf
 - Walkway
 - Signage
 - Extend parking by community building
 - Cameras

Submitted by Matt Follmuth



The City Of Milaca
Recognizes And Expresses
Its Appreciation To

Steve Burklund

For His 34 Years Of Public Service
To The City And Its Residents



1983 - 2017

Tammy Pfaff

From: Chris Gutschow <CGutschow@peopleservice.com>
Sent: Tuesday, July 18, 2017 9:33 AM
To: Tammy Pfaff
Cc: Paul Christensen
Subject: RE: People Service Proposal - Milaca MN

After we met it was asked that we do the operations of the water treatment plant and ponds. During the tour, we talked about adding in the main lift station due to the proximity of it to the water plant along with needing the flow data for the ponds.

Once Paul and I started working on the proposal we thought it made sense to include the other 6 lift stations into it since the SCADA is all connected at the water plant not knowing if they could be separated and didn't add a lot of time.

Our proposal currently includes the operations, maintenance and management of:

- Water treatment plant
- Ponds
- 7 lift stations

Chris

From: Tammy Pfaff [mailto:TPfaff@milacacity.com]
Sent: Tuesday, July 18, 2017 7:28 AM
To: Chris Gutschow <CGutschow@peopleservice.com>
Subject: RE: People Service Proposal - Milaca MN

Chris,
Can you give me a list of the services you will be doing. In our first meeting we set the needs list and I want a list from you that reflects what you have put in your contract. Thanks
Please get this to me before 11:00 today as I have the council packet going out today.

Tammy Pfaff

City Manager
City of Milaca
320-983-3141

From: Chris Gutschow [mailto:CGutschow@peopleservice.com]
Sent: Monday, July 17, 2017 3:25 PM
To: Tammy Pfaff
Cc: Paul Christensen
Subject: RE: People Service Proposal - Milaca MN

Tammy,

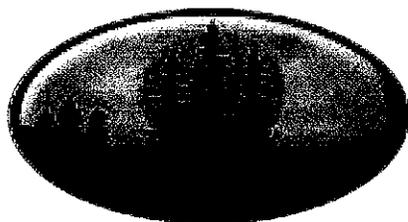
	\$70,000.00
	\$16,700.00
	\$5,000.00
	\$2,000.00
	\$5,000.00
	\$15,000.00
	\$7,000.00
	\$16,040.00
TOTAL	\$136,740.00

True-Up

True-Up

JULY, 2017

Operation, Maintenance & Management of the
Milaca, MN
Water & Wastewater Treatment Facilities



PeopleService INC.
Water & Wastewater Professionals

PeopleService.com

July 20, 2017

City of Milaca
Tammy Pfaff, City Manager
255 1st St. E
Milaca, MN 56353

Dear Ms. Pfaff,

PeopleService is pleased to submit our proposal for the – Operation, Maintenance and Management of the water and wastewater treatment facilities for the City of Milaca. Since being invited to present this option, we have collaborated to produce a preliminary plan that we believe will fulfill your needs.

PeopleService provides in depth expertise in the water and wastewater industry, from keeping our finger on the pulse of the latest regulations and how they will affect the City, to finding the most cost effective and efficient solutions giving you a strong peace of mind.

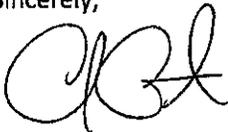
For twenty-nine years, we have specialized in providing high quality, dependable service to systems such as yours. As a result, we know many of the challenges you and your peers face and are prepared to help you address and overcome them. We are also proud of the professional water and wastewater operators that have been assembled to not only form the backbone of our Company, but who are also the Company's greatest and most valuable asset.

We are committed to working with you – in true partnership - to develop a transition plan to make this process as seamless as possible. We are a team of professionals that has the ability to successfully transform our plan into reality. You can be assured that we will manage the project closely and carefully.

We strive to have our partnerships last for many years, and pledge to you that we will continue to strive for this objective in the way we work with your customers as we never forget that we serve you and your City. It's a promise that's built the company behind our name – PeopleService.

Thank you in advance for your consideration. We appreciate the opportunity to present you with this alternative and the chance to build a mutually rewarding relationship with the City.

Sincerely,



Chris Gutschow
Director of Business Development

Executive Summary

This document shows that PeopleService demonstrates that they are the best option to operate and maintain your water and wastewater facilities and have highlighted the breadth of our services. Our experience in serving clients with similar concerns will ensure the continued delivery of our services in a reliable and environmentally sound manner.

Company Mission:

Creating a peace of mind.

Overview:

PeopleService understands that the City is faced with the task of providing their customers with quality and cost effective services. Accomplishing this under the increasing budgetary constraints and the ever changing regulatory compliance is not an easy task. PeopleService prides itself in forming partnerships with clients like the City of Milaca to face these challenges just as we have with other clients throughout the Midwest. We are confident that a partnership with the City for the operational and maintenance issues can be addressed to the satisfaction of all parties. The following illustrates a brief list of the many advantages that we can bring the City during our agreement:

- Optimization of plant operations
- Utilization of a Region Manager for project oversight who has a vast knowledge in water and wastewater treatment
- Reduced liability
- Cross-train other PeopleService operators on the operation of the facilities
- Fixed pricing other than an annual increase using the consumer price index
- Providing a maintenance program to protect your investment

Summary:

PeopleService is aware of the capital investment that the City has made in its water and wastewater facilities, as well as providing reliable services to your customers. We understand the importance of the job we do to your customers, businesses and to the environment. It's more than the services we provide, it's also the way our services are delivered.

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Appendix

- A Client Listing**
- B Region Manager Bio**
- C Case Studies**
- D Standard Form of Contract**
- E Generic Insurance Certificate**

Section II - Corporate Profile

A. Demographic Information

Name of Corporation –	PeopleService, Inc.
Corporation’s Headquarters Address –	209 S. 19 th Street, Suite 555 Omaha, Nebraska 68102

B. Where And When Organized

Date of Incorporation –	September 12, 1996
State of Incorporation –	Nebraska
Years in Business (see note) –	First Contract Implemented December 1, 1988

Note: PeopleService was started as a division of Aquila, Inc. and operated as such until the employees purchased it in January of 1997. Since that time it has operated as PeopleService, Inc.

C. Client Listing

Since commencing operations in 1988, PeopleService has demonstrated rapid growth in bidding on and obtaining O&M contracts. We currently have 172 O&M water/wastewater contracts under management: 71 full service contracts and 101 management services contracts. Of the 172 O&M projects, 76 are located in Minnesota, 40 in Iowa, 35 in Nebraska, 19 in Missouri, 1 in Illinois and 1 in North Dakota. In Appendix A you will find a client listing with varying scope of services.

By type of services provided, some include both water and wastewater, others are either water or wastewater. Our wastewater projects consist of stabilization ponds/lagoons, trickling filter, activated sludge (SBR, Aero-Mod, Oxidation Ditch, BioLac, etc.) and aerated lagoons. Our water projects consist of pressure filters, gravity filtration, membrane filtration, lime softening, ion exchange softening, reverse osmosis, surface water – or water systems which pump well water directly into their connected distribution system and utilize chemical addition such as chlorine, and poly phosphate. The remainder of the water systems we operate pump well water directly to a distribution system with no chemical addition. PeopleService employs one hundred certified, licensed operators to operate and maintain these treatment plants.

To get a more complete picture of our full line of services, our level of expertise, and our vast experience in the industry, it is important to look at PeopleService as a company comprised of accomplished and dedicated professionals who have achieved an impressive level of production and performance in our relatively short history. Regulatory agencies have recognized this performance and as a result have awarded several state, regional and national E.P.A. awards to plants managed and operated by PeopleService. With PeopleService as your operator, you are not just hiring individuals, but a team of

Building partnerships for 29 years.

Vast knowledge of different types of treatment facilities.

professionals who can maintain your facilities in the most efficient and cost-effective manner.

D. Experience With Public Contracts

PeopleService has twenty-nine years of experience with full service contracts. These are contracts by which PeopleService provides all personnel, pays for most operating costs (to include but not limited to communication services, chemical purchases, and laboratory fees, preventive maintenance supplies, materials and services, and any required transportation). The first full service contract signed by PeopleService was in Ackley, Iowa in late 1988, and is a client that PeopleService still serves today.

We have firsthand experience with the operations management for facilities like yours. We have also worked with water and wastewater treatment plants, and water distribution and wastewater collection systems that are undergoing upgrades, modifications or that are being newly constructed. For potable water treatment solutions, PeopleService currently operates surface water treatment plants, lime softening plants, a membrane filtration plant, reverse osmosis plants and several other filtration and softening plants. For wastewater solutions, PeopleService operates mechanical wastewater treatment plants including trickling filters, rotating biological contact (RBC), sequencing batch reactors (SBR), and various designs of activated sludge wastewater treatment plants, along with stabilization ponds or aerated lagoons used to treat wastewater. PeopleService also operates systems where our sole responsibility is the operation of all or a portion of a wastewater collection system, lift stations, or grinder pumps.

E. Depth Of Resources

Our Region Manager for your area is Paul Christensen. Paul has operating experience and is involved in offering support to on-site personnel and has many years of experience in the water and wastewater fields. He is a specialist in the day-to-day treatment of water and wastewater and is in constant communication with all members of his team. A copy of his bio is included in Appendix B. There are no organizational or regulatory boundaries that preclude us from bringing any or all team members to bear on issues affecting the operation of your facility. Along with regulatory compliance and protection, one of PeopleService's highest priorities is that our clients be satisfied with our service.

Because of the large number of clients PeopleService serves in the States of Minnesota, Iowa, Nebraska and Missouri, it has an excellent reputation and relationship with the regulatory agencies at the statewide level as well as the local level. In addition, employees of PeopleService have in the past and are currently serving on committees of industry associations, including the Board of the Iowa Water Environment Association and the American Water Works Association. These relationships give PeopleService ready access to other resources in the various states where the company operates.

PeopleService currently operates water and wastewater treatment plants with varying capacities and design flows. We also operate many other water systems where no

Our first contract that was signed is still a client we serve today.

Utilization of Region Manager who is himself a licensed, experienced operator to provide direction, oversight, training and mentoring of all employees at the facilities.

treatment or only chemical addition is performed, as well as wastewater systems that use stabilization ponds or aerated lagoons for treatment. In most of these cases, PeopleService's responsibilities also include the water distribution and wastewater collection systems. All of the systems operated by PeopleService are located in the Midwest.

F. Experience With System Upgrades Or Modifications

PeopleService has been involved in upgrades and the construction of new facilities at many locations. Our involvement has ranged from working with our client's engineers to design projects, to inspecting construction projects, to developing concepts for inclusion by engineers in the design for upgrades and modifications. Example case studies can be found in Appendix C.

G. Experience With Treatability Issues

PeopleService has had experience treating various water supplies that contain numerous contaminants. Examples include the removal of arsenic and radio-nuclides (with chemical additions developed by PeopleService and proven to be effective in two different locations). In addition, we operate surface water treatment plants that have ever more stringent requirements with regard to turbidity, where PeopleService again tested various chemicals until it found the right combination of chemicals to achieve the most cost effective method of compliance.

In the wastewater treatment field PeopleService has experience with treating difficult wastewater streams from industrial users (egg processors, packing houses, etc.), and utilized spent "pickle liquor" (used ferric chloride), the by-product of an industrial steel process, for the removal of phosphorus at a fraction of the cost (a portion of the transportation cost only) of other treatment options.

H. Ability To Deal With New Regulations

PeopleService has served clients with water systems that have been previously untreated. Putting into operation a filtration plant that includes the addition of chemicals can create many regulatory considerations. The same is true from a wastewater treatment perspective when clients served by PeopleService have gone from stabilization ponds for treatment to activated sludge treatment. This also produces dramatic changes in applicable regulations. At other facilities operated by PeopleService, revised permits have been issued adding treatment for only one additional contaminant (such as ammonia or phosphorus). In these cases, PeopleService was able to modify treatment procedures to accommodate the required removal, or to work with clients to make necessary facility changes.

*Work with your
Engineer and
contractors on
projects at the
facilities*

Section III - Operational Approach

This proposal is subject to the execution of an Operation and Maintenance Agreement (Contract) between PeopleService, Inc. and the City of Milaca, Minnesota containing such terms and conditions upon which all parties shall agree. The paragraphs following discuss some of the major terms that are included.

A. Facility Responsibility

As the contractor to Milaca, PeopleService would manage, operate and maintain the water (treatment) and wastewater (treatment, lift stations) systems. These activities would include the normal operations and maintenance duties required to assure that the facilities meet all water quality and environmental regulations, and that the City's investment in these facilities is protected.

B. Staffing Plan

The Milaca facilities and operating personnel would become part of PeopleService's Northern Minnesota region. The Regional Manager for the Milaca facilities, Paul Christensen, would be the overall project manager. Mr. Christensen, an experienced, licensed operator (he possesses a Class B water license, Class A wastewater license and a Type IV Bio-solids license), will be responsible for providing (i.e., hiring) the necessary, licensed personnel to complete the daily operation and maintenance of the facilities and to meet permit requirements. For example, the operator who will be assigned to the Milaca operations will be required to obtain a Class D wastewater and Class C water license.

In addition to hiring qualified personnel, the Region Manager has the ongoing responsibility of providing direction, oversight, training and mentoring to employees assigned to the City's facilities. Having this management position filled by an individual who is experienced in the water and wastewater industry is one of the advantages the City derives from using PeopleService. We also require that the on-site operator (s) live within or near the Milaca area. The on-site operator (s) would: 1) be supported by and become part of PeopleService's network of over one hundred licensed, professional operators, 2) have access to specialized equipment owned by PeopleService, and 3) have access to the technical expertise of PeopleService's entire Management Team.

PeopleService understands the value of trained and motivated personnel. We provide our employees the opportunity to attend company-paid training to give them improved knowledge of the water and wastewater profession, certification advancement opportunities and the information to work more safely, including OSHA compliance training.

PeopleService stresses the importance of providing good customer service to all of its employees, and urges them to act in a professional manner when dealing with users of the systems they operate. To assure its employees are in a position to deliver high quality customer service, PeopleService has adopted policies such as a residency

PeopleService provides collaborative, knowledgeable staff and proven solutions.

Employees are encouraged and receive incentives for increasing their certifications.

requirement. We compensate personnel to be on-call and available to respond quickly. We also administer random drug and alcohol tests in an attempt to make sure employees are physically competent to respond to emergencies. Smartphones are provided to on-call personnel so clients can easily reach the personnel needed to respond to any emergencies.

PeopleService will have an employee on call 24 hours a day, 7 days a week.

C. Outside Contractors

PeopleService will only use subcontractors for the completion of very specific and specialized tasks, such as but not limited to repair of pumps/controls, flow meter calibration, the annual servicing of any backup generators, etc. The actual subcontractors to be used will be determined at the time they are required and will be hired based on quality and price of the service to be delivered. Employees of PeopleService will complete the routine operation and maintenance tasks.

D. Owner's Equipment

PeopleService would use all of the equipment currently assigned to the City's water and wastewater facilities to continue operation and maintenance of the facilities. Acquisition of new or replacement equipment would be the City's responsibility. PeopleService would provide vehicle(s) for its operator(s).

E. Operational Assessment

PeopleService will continue to search for ways to improve the treatment processes and/or lower the cost of all processes without degrading the quality of water produced by the treatment plant or without sacrificing the integrity of the systems. As a result of our experience with similar facilities, we believe there are some areas where we could make changes that might improve treatment, the quality of service provided and the cost of service. We will implement improvements that do not require capital expenditures and will make recommendations to the City with respect to those that do. Some of the items identified are as follows:

- Cross-training for PeopleService's operators on the operation of the Milaca facilities so they can provide effective backup and emergency support.
- Evaluate the type and amount of chemicals being used at the facilities. The objective of this evaluation would be to identify the blend and dosage of chemicals that would not only be the most effective at contaminant removal but from a cost perspective as well.
- Develop, implement and maintain a phosphorus management plan that would reduce the phosphorus loading to the facility. Phosphorus loading to the facility would be reduced by identifying potential sources of phosphorus used by the discharges to the sewer system and encouraging them to change to low phosphorus or phosphorus free products.

F. Maintenance Assessment

PeopleService appreciates the fact that our clients have a major investment in the water and wastewater infrastructure serving their community. We also know that completing preventative maintenance and keeping the infrastructure in excellent condition and operating at peak efficiency saves our clients and us time and money. It also helps make sure the facility is compliant with all wastewater regulations.

PeopleService uses a computerized maintenance program to both schedule maintenance work orders for completion and create a history of completed maintenance. The records from this system will be available for review by the City.

PeopleService does not formulate policy nor do we assume any ownership of the facilities. The City continues to be responsible for all capital outlay items, which in general are expenditures for non-routine, nonrecurring repairs, replacements or additions that cost in excess of \$1,000. The following are some items that we focus on in an effort to assist our clients with the proper operation and maintenance of their infrastructure:

- Analyzing pump operational efficiencies to determine if pumps are currently operating at or near the original equipment specifications.
- Implementing a long-term painting program that is intended to reduce or eliminate corrosion of the piping, structures, pumps, safety railings, etc.

Our business is to operate and maintain water and wastewater facilities. If you choose PeopleService, you will not be paying for expertise that you are not using, or duplicating expertise already available to you from your Engineer. As a result, while PeopleService can provide input to the needs assessment for the facilities and the planning for the improvements needed to address these needs, any actual design or construction of the improvements would be outside the scope of our contract.

PeopleService is an operations and maintenance company, and as such, we perform the routine, preventative maintenance on the equipment for which we are responsible. This may include many minor repairs. However, any major repairs or replacements will remain the financial responsibility of the City. On their behalf, PeopleService will secure the most cost-effective and efficient means of completing those repairs and replacements, and we will work with the chosen contractors/vendors to assure the repairs/replacements are made with the least possible disruption to the operation of the facilities and service to consumers.

G. Safety

PeopleService stresses working safely as a way of operating and sponsors its own OSHA training program. All PeopleService operating personnel are required to attend the training program each year. In addition to the training, PeopleService provides its operators with any needed PPE (personal protective equipment) including safety shoes,

Focus on preventative maintenance with the use of a computerized maintenance program for all of the equipment at the facilities to protect your investment.

Safety is an important piece of our operations.

gas monitors, lock out/tag out equipment, safety signage, etc. PeopleService also conducts quarterly safety meetings, has safety committees within each organizational region, provides safety manuals for each employee and has instituted a safety incentive program that rewards employees for good safety records.

H. Quality Assurance/Quality Control Program

Develop a quality assurance and procedures program for essential wastewater laboratory tests. Personnel will be trained in the use of the techniques and procedures included in the program.

In order to promote accuracy of environmental reporting, PeopleService Inc. has developed procedures to aid in reviewing environmental data and reporting accuracy. These procedures were developed to monitor the status of reports and the quality of data reported to environmental regulatory agencies. The following procedures have been developed for the review of monitoring reports and data accuracy.

- Region Managers will complete unannounced, random audits of reports filed with regulatory agencies, and any supporting schedules, bench sheets, calibration forms, lab results, chain of custody forms, etc. The manager is required to audit at a minimum one month's regulatory reports per facility per year.
- Director, Operational Programs will complete unannounced, random audits of reports filed with regulatory agencies, and any supporting schedules, bench sheets, calibration forms, lab results, chain of custody forms, etc. The Director, Operational Programs is required to audit five percent of all regulatory reports submitted during the year.
- Results of each audit is reviewed and resubmitted if needed.
- Once the audits are completed they will be tracked and the results are evaluated every year.

I. Public Relations

PeopleService strongly believes in community relations and will participate in community programs to educate citizens concerning the function of the City's wastewater treatment system and how we address environmental protection. We provide tours, group presentations and other reasonable activities that may be requested.

J. Contractual Provisions

This proposal is subject to the execution of an Operation and Maintenance Agreement (Contract) between PeopleService, Inc. and the City of Milaca containing such terms and conditions as the parties shall both agree. The paragraphs following discuss some of the major terms that would be included. A draft of PeopleService's standard full service agreement is included in Appendix D of this proposal.

1 year

*Recommend
NO
Auto Renewal*

1. Term

Term of the agreement would be five years and is predicated on September 1, 2017 implementation date. On the expiration date of the original term of the agreement, the agreement would automatically be extended for an additional five-year term, unless terminated by either party through written notice at least ninety days prior to the normal expiration date.

2. Liability Coverage

The Company carries a business owner's policy that provides \$1,000,000 of liability coverage and an umbrella liability policy that provides at least \$4,000,000 of coverage, making the total liability coverage \$5,000,000. The Company also carries an environmental/pollution liability policy, including clean-up/remediation with a limit of \$5,000,000. A copy of a generic certificate of insurance is included in Appendix E of this proposal.

3. Price Adjustments

The compensation included in this proposal is valid for the first twelve months of the agreement only. PeopleService's approach to compensation for future fiscal years is to adjust the contract price annually based on the change in the Consumer Price Index (CPI). This compensates PeopleService for the inflationary changes to the price of the goods and services it purchases, as well as the increase in wages required for the retention of effective and competent employees.

That first adjustment would take place on September 1, 2018 and would be based on the change in the Consumer Price Index (CPI-U) from May, 2017 to May, 2018. Future cost-of-living increases would be based on the change from May the year immediately preceding the year of the adjustment and May the year of the adjustment. These CPI changes would be accomplished by a Letter of Acknowledgement and would not require formal action by the City or a signed contract amendment. There are no other automatic changes to price.

4. Flows and Loadings

There is a provision that should the flow of, or the quality of raw water arriving at the treatment plant change significantly, the parties agree to renegotiate the compensation if the changes have resulted in increased or decreased costs for PeopleService. Should changes in regulatory requirements result in a higher cost of treatment, these would be the responsibility of the City until a contract amendment could be negotiated.

Exhibit A to the agreement will contain a detailed description of the Milaca facilities for which PeopleService is responsible. Before major upgrades or modifications to those facilities become part of the agreement, the parties

would be required to negotiate an amendment to Exhibit A of the agreement and the compensation, if required.

With the exceptions noted, the compensation (including cost-of-living increases) due PeopleService under the terms of the contract is guaranteed for the term of the contract. Thus, PeopleService assumes the risk of any cost increases that exceed the rate of inflation as measured by the CPI, as well as minor changes to the facilities, increasing population, etc.

5. Maintenance True-Up

Part of the compensation paid by the City will be used by PeopleService to pay for the materials and supplies and outside contractors needed to perform the required preventative maintenance. By terms of the contract, this maintenance fund is "trued-up" at the end of each contract period. If at that time any of the budgeted funds remain unspent, PeopleService would refund these funds to the City. If expenditures for the contract year exceeded the amount budgeted, PeopleService would invoice the City for the excess expenditures. This amount would be over and above the normal monthly compensation and would be payable within thirty days of the invoice.

6. Chemical True-Up

Likewise, due to the volatility in chemical pricing, we use a "true-up" concept on this category of expense. This allows us to use a lower overhead number, as we are not attempting to cover the risk of chemical pricing. Again, a base amount would be included in the contract, and at the end of each fiscal year of the contract, PeopleService would either refund any unused portion of the budget or bill the City for expenditures in excess of the budget.

7. City Services

For purposes of this proposal, PeopleService makes the assumption that it would not be billed for the use of City utilities such as water, sewer, gas, electric and solid waste.

8. Non-Compliance

PeopleService also assumes the risk of any fines or penalties assessed for non-compliance with permits should the non-compliance be the result of negligence on the part of PeopleService or its employees.

Section IV - Scope of Service

The Scope of Services is the primary basis for the proposal that includes all elements involved in the management and operation of the physical facilities for water and wastewater. A version of this section will become exhibit B to the actual agreement signed by the parties. The Scope of Services for the full service contract operation includes the following:

A. Personnel and Responsibilities

PeopleService will provide the personnel necessary to manage, operate and maintain the City's water (treatment) and wastewater (treatment, lift stations) facilities in a manner intended to achieve optimum performance, and to maintain equipment for system integrity, within the City's budgeted resources.

B. Training

PeopleService will provide technical training to the wastewater operators on treatment process, preventive maintenance techniques, and safety awareness, including the continuing education units (CEU's) necessary for the operating personnel to maintain their licenses.

C. Communication, Vehicle and Consumable Supplies

PeopleService will procure and pay for one data/internet service at the water treatment plant, consumable supplies, vehicle(s), vehicle(s) fuel, materials and services necessary for the safe and efficient day-to-day operations.

PeopleService provides vehicles for their staff.

D. NPDES Testing

Monitor, sample, analyze, and report as required by the Minnesota Pollution Control Agency (MPCA) with respect to the NPDES permit MN0024147 with an effective date of June 28, 2012 for wastewater treatment and ground water monitoring. For the testing required by the NPDES permit (both influent and effluent CBOD, fecal coliform, mercury, TSS, phosphorus, ammonia, pH, nitrite + nitrate, TKN, DO, temperature, chloride, specific conductance), PeopleService shall be responsible for the cost of the laboratory analysis of the samples. For any additional testing required by regulatory agencies but not part of the current NPDES permit, PeopleService shall notify Owner, collect the samples, prepare them for delivery to the outside laboratory and ship them. Owner shall be responsible for the cost of shipping the samples and the cost of the laboratory analysis of the samples.

E. Water Testing

PeopleService will monitor, sample, analyze, and report as required by the Minnesota Department of Health (MDOH) in matters related to the potable water supply. Testing of the potable water will include tests such as chlorine residuals, fluoride as well as the coliform bacteria necessary to maintain the daily operation of the water treatment system. For any additional testing required by regulatory agencies such as total trihalomethanes, haloacetic acids, gross alpha, inorganic chemicals, volatile organic chemicals, radio nuclides, lead and copper and sodium, PeopleService shall collect the

samples, prepare them for delivery to the appropriate laboratory and ship them. The cost of the shipping and laboratory analysis of the samples will be the responsibility of the City.

F. Liaison

PeopleService will act as a liaison between the City and the MPCA, MDH and to the federal EPA in matters relating to compliance with water quality and other liaison activities, as required.

G. Effluent Quality

PeopleService will be responsible for effluent quality, including liability for fines and civil penalties should permit conditions be violated while plant loadings and flows are within the design capability of the wastewater treatment plant, but only in those situations where permit conditions could have been met using existing in-place equipment.

H. Maintenance Program

PeopleService will implement the use of a comprehensive, preventative maintenance program in an attempt to ensure the projected life expectancy of plant equipment, and we will enforce existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the effective date of an agreement.

I. General Appearance

PeopleService will maintain cleanliness of process equipment and buildings and the general appearance of all facilities. The Owner would remain responsible for the mowing and snow removal at the water and wastewater facilities.

J. Security

Within the limits of available security devices, PeopleService will secure and protect utility facilities for which it is responsible.

K. Monthly Report

PeopleService will provide a monthly written report to designated City officials summarizing plant performance, flows, major projects or accomplishments, and preventive and corrective maintenance activities for the month.

Provide a monthly written report.

L. Compliance with Laws

PeopleService will comply with all applicable City, state, and federal laws, regulations, and administrative rules.

M. Public Relations

PeopleService will use a professional manner in dealing with community groups concerned with any facet of the operations, including tours and other public relations programs.

N. Industry Liaison

PeopleService will serve as a liaison between Owner and any new or existing major contributing industries, and provide technical assistance to Owner in consultation to existing industries and to any new industries, in matters relating to their pretreatment process or agreements with Owner.

O. Expansion and Improvements

PeopleService will coordinate and cooperate with the City's engineer and contractors to facilitate the completion of any expansion or improvement to the facilities.

P. Value Added Services

PeopleService offers several types of professional services to our clients without charge. We term these additional services as "value added" services that clearly differentiate us from the typical O&M contract services provider. By providing these studies, audits, and assessments, we hope to gain a firm knowledge of our client's systems and at the same time increase our value to them so that we are able to establish a long-term, lasting relationship. The following lists our "value added" services, which we provide to our clients as part of our support services package:

1) SDWA Assessment and Consultation

Evaluate the effects of the public health regulatory requirements of Safe Drinking Water Act (SDWA) and amendments to it on the municipal water supply and offer procedures to comply with more stringent water quality standards. The U.S. Environmental Protection Agency (EPA) has mandated a comprehensive drinking water sampling and analysis program to test for the presence of potential contaminants. Any new required testing, such as but not limited to additional volatile organic compounds (VOC), synthetic organic chemicals (SOC), and heavy metals would be at the Owner's expense.

2) Water Rates Study

Conduct water rate analysis, review existing water rate structure, and compare existing water rates with other communities. Design water rate structure that includes projected capital and O&M requirements for all users of the water utility system. The base or minimum fees consider equity of all system users. Consumption or volume fees consider amount of water used (metered). Also determine amount and percent of water loss/unaccounted. Recommend procedures to close gap between production records and customer billing amounts.

3) Five Year Water Capital Improvements Assessment and O&M Budgeting Assistance

Determine condition of the infrastructure serving community. Present alternatives to consider when planning a facility upgrade or expansion depending upon community growth projections and regulatory agency

X

X

requirements. Work closely with client's consulting engineer to evaluate cost effectiveness of alternatives. Provide assistance to clients in preparing annual budgets for resources and monies of capital replacement/repair and O&M expenses for the water and wastewater treatment plant.

4) Wastewater Rates Study

Conduct wastewater rate analysis. Review existing wastewater rate structure. Compare existing wastewater rates with other communities. Design wastewater rate structure that includes projected capital and O&M requirements for all users of the wastewater utility system. Wastewater rates can be based as a percentage of water use or as a monthly flat billing rate to cover expenses.

5) Industrial Pre-Treatment Investigation

Conduct investigation of industrial pre-treatment processes. Assess impact of industrial loadings resulting from new or expanded operations on the municipal WWTP. Work with selected industries to add or improve current pre-treatment processes to minimize potential shock loadings to existing wastewater system.

6) Inflow/Infiltration (I/I) Analysis of Wastewater Collection System

Conduct I/I investigation of sanitary collection system to determine the extent of storm drainage into the wastewater treatment system utilizing smoke testing equipment. Analyze WWTP influent flows and compare with local precipitation data. Recommend additional studies, analyses or remedial action to reduce I/I flows.

X

Section V - Proposed Pricing

Total cost for the scope of services being proposed by PeopleService is currently estimated to be \$136,740 for the twelve months beginning September 1, 2017 and ending August 31, 2018. Based on this pricing, the monthly cost is \$11,395. This price is valid until September 1, 2017. After that date, PeopleService reserves the right to re-examine the scope of services offered and review all estimated costs. The details of what is included in this price proposal are discussed in the following paragraphs.

A. Operating Personnel:

Includes wages, benefits and overtime for certified operators. During the transition period, vacations, emergencies or major projects, and other leave conditions, other PeopleService field and corporate personnel will provide supplemental support. In addition, this category covers the license fees for the individual operators as well as the training necessary for them to maintain or upgrade their licenses.

B. Supplies/Materials:

Includes consumables used in the operation and maintenance of the facilities such as but not limited to PeopleService vehicle gasoline, tools, vehicle expenses, office supplies, postage, clothing, safety equipment, etc.

C. Laboratory Testing:

Includes the cost of postage and sample analysis of the NPDES & MDOH required laboratory testing.

D. Communication Services:

Includes one data/internet service as well as cellular telephone(s) for its operator(s). The Company also maintains a toll-free answering service for emergencies.

E. Maintenance/Repair Expenditures:

Includes the cost of general maintenance and minor repairs to the wastewater facilities that do not exceed \$1,000. This does not include PeopleService's labor cost, which is included in the Operating Personnel category above. It also does not include major repairs or replacements, which are considered capital outlay items that remain the responsibility of the City. "Maintenance" includes routine and/or repetitive activities required or recommended by the equipment manufacturer to maximize the service life of equipment, vehicles, facilities or any component thereof. PeopleService pays for all routine maintenance costs such as parts, seals, bearings, lubricants, packings, hardware, nuts, bolts, fasteners, pipe, fittings, cleaning supplies, and electrical repair parts such as relays, fuses and switches. At PeopleService we believe maintenance management should minimize repair costs so they do not become capital expenditures for the City. Maintenance is estimated at \$5,000 for the first twelve months. This amount would be escalated annually using the CPI adjustment. Any budgeted funds for maintenance that remain unspent at the end of the contract year would be refunded. If maintenance costs exceed this amount, PeopleService would advise the City and provide documentation for all expenses over this limit, for which the City would be responsible.

F. Chemicals:

This category will be subject to a "true-up" provision that sets an annual base amount for these expenditures. Within sixty (60) days of the end of each contract year, PeopleService will provide the City with an accounting of the expenditures made for chemicals. If the actual expenditures are less than the base amount, a refund will be provided with the accounting. If actual expenditures exceeded the base amount, an invoice will be included which the City agrees to pay within thirty (30) days. The proposed "base amount" for the first twelve months of the contract is \$15,000. This base amount will be subject to the same CPI adjustment that is used to adjust the overall contract compensation.

G. Insurance:

Insurance coverage includes workman's compensation, property damage, comprehensive general liability, pollution liability and vehicle coverage on PeopleService supplied vehicles and equipment assigned to the facilities.

H. Administrative/Overhead:

These costs are indirect, administrative, support and/or overhead costs which cover technical troubleshooting by operations specialists, coordination with regulatory agencies, training, education, travel, operator certification, provided "value added" services, human resources, legal, clerical support, accounting, purchasing, finance, data processing and other supporting service costs. In addition, our management service fee, which represents the firm's risk, profit and earnings in this project are included.

I. Total O&M Costs:

As stated, the total O&M cost would be \$136,740. On the 15th of each month for the first twelve months of the contract, PeopleService would invoice the City for one twelve of the total amount or \$11,395 for the following month's service fees. Said invoice would carry a due date of the 1st of the month in which the service is rendered (i.e., the invoices for October 2017's service would be rendered on September 15, 2017, and would be due on October 1, 2017.) Any other invoices rendered by PeopleService for work it performs that is outside the agreed to scope of service would be due thirty days after the invoice date.

If our proposal leaves any questions unanswered, please contact:

Chris Gutschow

Director of Business Development
Office: 877-774-4311 ext. 7003
Cell: 402-960-5700
Email: cgutschow@peopleservice.com

Paul Christensen

Region Manager
Office: 507-964-2231
Cell: 320-420-5367
Email: pchristensen@peopleservice.com

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT A

Description of Facilities

For purposes of this Agreement, the following water/wastewater utility components are included:

- **WATER SYSTEM:** [The actual contract would contain a description of the water production, treatment, storage and distribution system.]

- **WASTEWATER SYSTEM:** [The actual contract would include a description of the wastewater collection system, lift stations and treatment.]

OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement (the "Agreement") dated as of _____, 2017, is between the City of _____, a municipal corporation (the "Owner"), whose address is _____, and PEOPLESERVICE, INC., and its successors and assigns ("PeopleService"), whose address is 209 South 19th Street, Suite 555, Omaha, Nebraska 68102-1758.

RECITALS:

WHEREAS, Owner is the owner of a municipal water and wastewater treatment plant as described in Exhibit A to this Agreement (the "Facilities"); and

WHEREAS, Owner desires to engage PeopleService to operate and maintain the Facilities on behalf of Owner and PeopleService desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, Owner is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

1.1 Commencing on _____, or such other date mutually acceptable in writing to PeopleService and Owner (the "Effective Date"), PeopleService will provide all routine operation and maintenance of Owner's Facilities on a 7 day per week basis within the design capacity of the Facilities as described in Exhibit A to this Agreement ("Description of Facilities"). The routine operation and maintenance services to be provided by PeopleService are further described in Exhibit B of this Agreement.

1.2 Commencing with the Effective Date of this Agreement, PeopleService shall implement its standard operating procedures. Within one hundred eighty (180) days after the Effective Date of this Agreement, PeopleService shall place into operation preventive maintenance and process control programs, including documentation of operation and maintenance procedures conducted for the water and wastewater utility system and a written analysis of the condition of all equipment in the Facilities together with a prioritized list of needed repairs. Such records shall be available for inspection by Owner at all reasonable times.

1.3 PeopleService will be responsible for expenses incurred in the routine operation and maintenance of the Facilities, including personnel services, communication services, materials, supplies, contracted services, insurance, and equipment maintenance and repair (subject to the limitations contained in Sections 1.4 and 2.1.b of this Agreement).

1.4 PeopleService shall provide all required maintenance to preserve the existing life of all assigned equipment and vehicles of the Facilities. PeopleService will bear the expense of maintenance and repair of all equipment, physical facilities, and vehicles assigned for PeopleService's use, except for capital replacement expenditures as defined in section 2.1 (b), provided that such expense does not exceed a maximum annual maintenance/repair (noncapital) expenditure of \$_____ for the first year of this Agreement. In subsequent years, the maximum annual maintenance/repair expenditure will be increased by the C.P.I. adjustment contained in section 4.2 of this Agreement. In performing maintenance and repairs, PeopleService will perform in an economical manner and make all reasonable efforts to remain below the annual maintenance/repair expenditure amount while remaining in compliance with all applicable regulations. PeopleService will refund to Owner any unused monies less than the maintenance/repair expenditure amount. In the event that such expenses approach or exceed this maximum annual amount, PeopleService shall promptly notify Owner. Any repair expenses in excess of the maximum amount set forth in this provision shall be approved by Owner. PeopleService shall invoice Owner the amount of maintenance/repair expenses in excess of the maximum annual maintenance/repair limit set forth in this provision at the end of the 12-month period. Owner shall reimburse

PeopleService for such excess expenditures.

1.5 PeopleService will provide properly certified employees for the staffing of Facilities. Backup services will be provided by PeopleService corporate personnel. In addition, PeopleService will be on call 24 hours per day, 7 days per week, for emergency situations.

1.6 PeopleService shall advise Owner and serve as Owner's liaison to regulatory agencies and industrial users in matters related to the operation of the Facilities. However, PeopleService will not act as, or provide, legal counsel in this capacity.

1.7 PeopleService will supervise all regulatory compliance and financial transactions pertaining to the day-to-day operation of the Facilities. Subject to the limitations of this Section 1.7, PeopleService shall operate the Facilities in compliance with state and federal regulatory requirements. PeopleService will pay all fines imposed for process upsets and violation of discharge limits unless the process upsets or violations are attributable to:

- (a) Flows or pollutants which are not within the Design Capabilities of the Facilities; pollutants include, but are not limited to soluble oil, heavy metals, excessive suspended solids and excessive organic loadings;
- (b) The malfunction or failure of equipment which is not solely due to the negligent acts, errors or omissions of PeopleService;
- (c) Construction activities which are undertaken to improve the wastewater treatment process but which are beyond the operating scope of services of PeopleService as delineated in this Article I; or
- (d) Discharges from industrial facilities in violation of any pretreatment standards applicable to those discharges.

In no event shall PeopleService be responsible for the payment of state or federal fines imposed or damages, attorney fees, and court costs awarded as a result of actions, inactions, process upsets or violations which occurred prior to or existed on the Effective Date of this Agreement, and which are not due solely to the negligence of PeopleService, nor shall PeopleService be responsible for payment of any fines, penalties, damages or attorney's fees resulting from requirements not expressly assumed by PeopleService herein, including any reporting requirements.

With regard to potable water supplies, PeopleService will not be responsible for inherent water quality that fails to meet specifications of the Safe Drinking Water Act and amendments thereto concerning inorganic chemicals, pesticides, volatile organic chemicals, synthetic organic compounds, lead and copper standards. However, PeopleService will use its best efforts to treat Owner's potable water supplies to meet drinking water standards.

1.8 PeopleService shall exercise the due care in performing its obligations and duties under this Agreement which is normally and reasonably provided with respect to similar contract services.

1.9 PeopleService will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

(a) Statutory Workers' Compensation Insurance in compliance with the laws of the state of _____ which has jurisdiction of PeopleService employees engaged in the performance of services hereunder; together with Employers Liability coverage in the amount of \$500,000 for each incident;

(b) General liability coverage of at least \$1,000,000 combined single limit, each occurrence, for bodily injury and property damage with Owner named as additional insured;

(c) Comprehensive auto liability insurance which shall include \$500,000 combined single limit coverage for bodily injury and property damage; and

(d) Umbrella liability coverage of at least \$4,000,000 is provided in addition to the statutory workman's compensation requirement, basic general liability or auto liability coverage noted above.

PeopleService will furnish Owner with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

ARTICLE II - RESPONSIBILITIES OF OWNER

2.1 As part of this Agreement Owner agrees to assume the following responsibilities:

(a) Owner shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses and other similar approvals and consents received or granted to Owner as owner of all Facilities and component parts thereof;

(b) Owner shall be responsible for all capital replacement and major maintenance/repair expenditures which are defined as nonrecurring expenditures greater than \$____, that Owner determines necessary and required, provided that PeopleService will first be consulted for justification and need;

(c) Owner shall be responsible for filing, obtaining, and maintaining current water supply operations permit and NPDES permit for discharge of wastewater; and for filing all required reports under the Emergency Planning and Community Right-To-Know Act or any other statute or authority; provided, however, PeopleService shall assist Owner with preparing these filings and shall provide ongoing assistance

regarding the maintenance of these permits;

(d) Owner shall at all times provide access to the Facilities for PeopleService, its agents and employees;

(e) Owner shall provide PeopleService the use of all existing equipment owned by Owner, necessary for the operation and maintenance of the Facilities and warrants that such operating equipment is in good condition;

(f) Owner shall be responsible for all damage to the Facilities, components thereof, PeopleService equipment on site, and all resulting liability to any and all third parties, when such damage and/or liability are caused by flood, fire, acts of God or other force majeure events, civil disturbance, extreme cold temperatures, excessive subsoil moisture, or misuse of property to the extent Owner was negligent regarding the misuse of such property;

(g) Owner shall be responsible for all fines imposed for process upsets and violations of discharge limits attributable to the operation and maintenance of the Facilities to the extent set forth in Section 1.7 as well as fines imposed for failure to report as required by Section 2.1(c).

(h) Owner shall designate an individual to act as liaison with PeopleService in connection with the performance of services by PeopleService under this Agreement;

(i) Owner shall be responsible for all property, excise and other taxes assessed on the Facilities; and

(j) Owner shall bear all costs incurred as a result of regulatory requirements not in effect on the Effective Date of this Agreement.

2.2 Owner shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the Facilities. Owner shall furnish PeopleService with Certificates of Insurance as evidence that such policies are in full force and effect under such policies. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

2.3 Owner shall indemnify and hold PeopleService, its officers, employees and agents, harmless under this Agreement for any and all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of Owner. Additionally, Owner shall indemnify PeopleService, its officers, employees and agents harmless for any and all fines, penalties, attorney's fees and damages resulting from Owner's failure to comply with permitting, reporting or other statutory or regulatory requirements which are the responsibility of the Owner. This provision shall survive the termination of this Agreement.

ARTICLE III - RESPONSIBILITIES OF PEOPLESERVICE

3.1 PeopleService shall indemnify and hold Owner, its employees and agents, harmless under this Agreement for all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of PeopleService. This provision shall survive the termination of this Agreement.

ARTICLE IV - COMPENSATION

4.1 As compensation for services rendered by PeopleService pursuant to this Agreement, Owner shall pay to PeopleService the sum of \$_____ per month during the first twelve (12) months of this Agreement, commencing with the Effective Date. The monthly payment shall be due and payable on the first day of the month in which services are to be rendered. All other compensation to PeopleService is due upon receipt of PeopleService's invoice and payable within thirty (30) days of the date of the invoice.

4.2 The monthly compensation provided in Section 4.1 shall be adjusted on _____ of each year, beginning on _____. The basis for the annual adjustment for _____ shall be the change in the Consumer Price Index for All Urban Consumers (CPI-U) as regularly reported by the U.S. Bureau of Labor Statistics, between _____ and _____. For each year thereafter, the adjustment shall be the change in the CPI-U as reported between _____ of the year immediately preceding the year of adjustment and _____ of the year of the adjustment. This annual adjustment shall be done by letter acknowledging the change and will not require official action or contract amendment.

4.3 If for any ninety (90) day consecutive day period during the term of this Agreement the average quality and/or quantity of wastewater influent or water production should significantly change (i.e. 20 percent in flow or loadings) compared to the average experienced during the twelve months immediately preceding the Effective Date of this Agreement, resulting in increased operating costs, both parties will mutually agree to negotiate an adjustment to reflect the incremental costs. If the parties cannot agree on an adjustment within ninety (90) days following PeopleService's request for an adjustment, either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

ARTICLE V - TERM OF AGREEMENT

5.1 This Agreement shall remain in full force and effect for five (5) years from the Effective Date. The Agreement shall be automatically renewed for successive terms of five (5) year each unless written notice of cancellation is given by either party to the other no less than ninety (90) days prior to the date of expiration.

ARTICLE VI - TERMINATION

6.1 This Agreement may be terminated by either party in the event of the other party's breach of a material term of the Agreement, by the first party's giving written notice of such breach and the second party's failure to correct within thirty (30) days of receipt of such notice.

6.2 PeopleService shall not be in breach under this Agreement for its failure to perform its obligations under this Agreement, to the extent that the performance of such obligations is prevented or delayed by any event which is beyond the reasonable control of PeopleService, including but not limited to Acts of God, strikes, labor disputes, and unavailability of parts. In the event PeopleService claims that its performance is prevented or delayed by any such event, PeopleService will promptly notify Owner of that fact and the circumstances preventing or delaying its performance.

ARTICLE VII - MISCELLANEOUS

7.1 Any temporary or portable equipment which is provided by PeopleService during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of PeopleService upon termination of this Agreement. PeopleService shall not make any expenditure for capital replacements of the Facilities or any component thereof without the prior approval of Owner unless there is an emergency. An emergency exists when such expenditures are necessary to continue operation of Owner's Facilities or to provide for public health, safety or environmental protection. If there is an emergency, PeopleService shall provide Owner with verbal notice of the need for the capital replacement expenditure as soon

as possible. Owner shall reimburse PeopleService for such emergency capital replacement expenditures in accordance with Section 4.1 of this Agreement.

7.2 This Agreement represents the entire agreement of the parties and may only be modified or amended in a writing signed by both parties.

7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to PeopleService, Attention: President, and to Owner, Attention: District Clerk, at the addresses set forth for each in the opening paragraph of this Agreement.

7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the state of _____.

7.5 Neither party shall assign, in whole or in part, any of the rights, obligations or benefits of this Agreement except to a parent, affiliate, or wholly owned subsidiary, without the prior written consent of the other party, which consent shall not be unreasonably withheld. For purposes of this Section 7.5, an affiliate is defined as a company, the controlling interest in which is owned by the parent of the party.

7.6 PeopleService shall register with and utilize an electronic verification system or program for all of its new hire employees. This electronic verification system or program now known as the "E-Verify Program", but also may include an equivalent federal program designated by the Department of Homeland Security or another federal agency authorized to verify the work eligibility status of employees. PeopleService shall contractually require all subcontractors performing work under this contract to also register and utilize such electronic verification system for employees hired on or after the Effective Date of this Agreement. PeopleService and all of its subcontractors shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services under this contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by PeopleService or a subcontractor to perform services under this contract.

7.7 As a government contractor, PeopleService must comply with the provisions of Executive Order 11246, as amended, and other existing laws related to Equal Employment Opportunity (EEO). Part of our commitment to EEO is to take affirmative action to ensure that job seekers are recruited; job applicants are considered for employment opportunities; and employees are treated without regard to their race, gender, color, religion, national origin, age, sexual orientation, gender identity or expression, genetic information, disability or veteran status or any other status protected by law. In addition, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort and responsibility, under similar working conditions, in the same establishment.

7.8 Owner agrees not to offer employment to or to hire any current or former employee of PeopleService until twelve (12) months has lapsed since the employee's termination from PeopleService. This restriction shall not apply to employees who worked for the Owner prior to their employment with PeopleService.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

PEOPLESERVICE, INC.

OWNER

President

Mayor

Attest: _____
Assistant Secretary

Attest: _____
City Clerk

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT B

Services to be Provided by PeopleService

Except as otherwise provided in the Operation and Maintenance Agreement, and subject to the limitations set forth therein, PeopleService shall provide the following services to Owner in connection with the Facilities:

[In this space in the actual contract, the Scope of Services from the original proposal, as agreed to by the parties during contract negotiations, would be repeated.]

Miscellaneous

A - PeopleService will provide the necessary information to complete all forms required through the administration of the water and wastewater treatment systems. PeopleService will not be required to pay any fees associated with the licenses or permits required by the state agencies. PeopleService will pay all expenses associated with the individual operator certification.

B - PeopleService will not be responsible for any additional costs associated with any construction project or upgrades involving the water and/or wastewater systems.

C - For services requested by the Owner and provided by PeopleService that are beyond the Scope of Services contained in this Exhibit B, PeopleService shall charge the Owner at the rate of \$50 per hour between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except for holidays). At all other times and during holidays, the billing rate shall be \$75 per hour. Hours billed shall include any required travel time. Owner agrees to pay invoices for said charges in compliance with the terms contained in the paragraph 4.1 of this Agreement.



PeopleService INC.
Water & Wastewater Professionals

209 S. 19th Street, Suite 555
Omaha, NE 68102

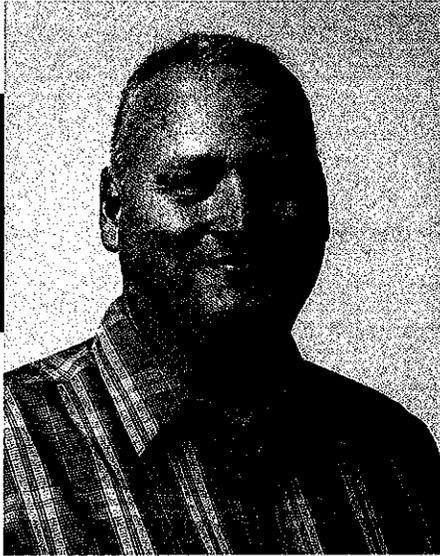
877-774-4311

email: info@peopleservice.com

PeopleService.com

Client Listing

Client	Process/Type	Customer Since	Scope of Services	Client Contact
Arlington, Minnesota	<ul style="list-style-type: none"> - Activated sludge - Anaerobic digestion - Gravity Belt Thickener - Chlorine Disinfection - Lift stations - Gravity filter water treatment plant 	12/01/06	<ul style="list-style-type: none"> - Wastewater plant O&M - Lift station O&M - Bio-solids management - Collection system O&M - Use of computerized maintenance program - Water treatment plant O&M - Meter repair/replacement - Meter reading - Locates - Distribution system O&M 	Laura Elevback, Interim City Administrator 204 Shamrock Drive Arlington, MN 55307 (507) 964-2378 lelvebak@arlingtonmn.com
Barnesville, Minnesota	<ul style="list-style-type: none"> -Ponds -Gravity filter water treatment plant - Chemical addition 	1/14/05	<ul style="list-style-type: none"> - Wastewater plant O&M - Lift station O&M - Bio-solids management - Collection system O&M - Use of computerized maintenance program - Water treatment plant O&M - Meter repair/replacement - Meter reading - Locates - Distribution system O&M - Sewer jetting 	Michael Rietz, City Administrator 102 Front St N Barnesville, MN 56514 (218) 354-2472 mrietz@bvillemn.net
Braham, Minnesota	<ul style="list-style-type: none"> - Activated Sludge - Aerobic Digestion - U V Disinfection - 7 Lift Stations - Gravity filter WTP - Water tower 	04/01/01	<ul style="list-style-type: none"> - Wastewater plant O&M - Use of computerized maintenance program - Lift station O&M - Bio-solids management - Land Application - Collection system O&M - Water plant O&M - Distribution system O&M - Locates - Sewer jetting - Meter reading 	Sally Hoy, City Administrator P.O. Box 521 Braham, MN 55006 (320) 396-3383 shoy@braham.com
Hinckley, Minnesota	<ul style="list-style-type: none"> - Activated Sludge - Aerobic Digestion - U V Disinfection - 8 Lift Stations - Gravity filter WTP - Pressure filter WTP - 2 water towers 	08/01/92	<ul style="list-style-type: none"> - Wastewater plant O&M - Use of computerized maintenance program - Lift station O&M - Bio-solids management - Collection system O&M - Water plant O&M - Distribution system O&M - Locates - Sewer jetting - Meter reading 	Kyle Morell, City Administrator P.O. Box 366 Hinckley, MN 55037 (320) 384-7491 cityadmin@cityofhinckley.com
Richmond, Minnesota	<ul style="list-style-type: none"> - Oxidation ditch - Aerobic digestion - Uv disinfection - Lift stations - Reed beds - Pressure filters - Chemical addition 	09/07/06	<ul style="list-style-type: none"> - Wastewater plant O&M - Lift station O&M - Bio-solids management - Collection system O&M - Water plant O&M - Distribution system O&M 	Tesa Tomaschett, City Administrator 45 Hall Ave SW Richmond, MN 56368 (320) 597-2075 ttomaschett@ci.richmond.mn.us
Virginia, Minnesota	<ul style="list-style-type: none"> - 3.1 MGD Activated sludge treatment plant - Screening - Effluent filtration - Anaerobic digestion - Belt filter press - UV Disinfection 	03/01/13	<ul style="list-style-type: none"> - Wastewater plant O&M - Bio-solids management - Land application - Use of computerized maintenance program 	Britt See-Benes, City Administrator 327 1 st Street Virginia, MN 55793 (218) 748-7500 britts@virginiamn.us



Meet **PAUL**

Paul Christensen

Northern Minnesota's Region Manager

CERTIFICATIONS

- Minnesota Class A Wastewater
- Minnesota Class B Water
- Minnesota Type IV Bio-Solids

"The seamless support among our team of co-workers creates the same level of support for our clients," said Paul. "Together, we encounter diverse issues. From these encounters, we pull unique, big-picture insights that translate into huge risk reduction for our clients and maximize reliability."

Paul has been at PeopleService in the water and wastewater field for almost 25 years. A manager for 16 of those years, Paul oversees 27 team members and has taken the lead on more than 32 projects throughout Minnesota.

He first perfected his management skills as a wildland firefighter. He served as crew leader, coordinating all firefighting activities in the areas of personnel assignments, equipment utilization, air-to-ground communications and crew safety.

Paul has received numerous awards and earned several certifications while at PeopleService. He is our resident expert in problem management thanks to his ability to meet constantly evolving industry regulations with deep understanding. Paul attributes this to his years of experience in the industry, his team and the depth of resources and knowledge available within the core PeopleService network.

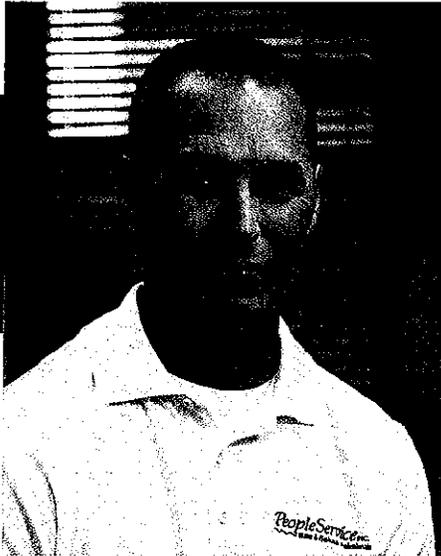
"We find solutions for our clients. We don't wait for them to ask."

Paul and his team look for ways to find local, innovative and cost-effective solutions that benefit each community's water quality and its economy. In other words, he's the right guy for the job.

You can contact Paul here: pchristensen@PeopleService.com

PeopleService INC.
Water & Wastewater Professionals

PeopleService.com
877-774-4311



Meet **CHRIS**

Chris Gutschow

Director of Business Development

CERTIFICATIONS

- Nebraska Grade II Wastewater
- Nebraska Grade I Water

"Clean water equates to quality of life. Our work is a way to pay it forward and be good stewards."

Chris has more than 20 years of experience helping communities obtain safe and clean water.

He began as a water and wastewater operator in 1997 and has been our director of business development since 2003. Chris is the first person you'll meet when you inquire with PeopleService, and he will work with you to determine your needs and find innovative, cost-effective solutions for your community.

An outstanding communicator, Chris interacts regularly with clients and other PeopleService team members to fulfill the needs of those we serve. He is passionate about using our experts' unique knowledge to ensure success within each new community that entrusts their most important utilities to us.

Chris values directness in client interactions. His transparency is one reason why so many cities and towns trust PeopleService to manage their water and wastewater operations.

Contact Chris at cgutschow@PeopleService.com.

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Case Study

Arlington, Minnesota

Project Summary:

PeopleService has been operating the Arlington Water and Wastewater Treatment Facilities since 2007.

The Water System in the City of Arlington consists of pre-aeration, permanganate addition, 3 cell detention tank, a 4 cell sand filter, a 90,000 gallon clear well, chlorine and fluoride addition, 300,000 gallon water tower, 2 wells and a distribution system of 1200 service connections with 180 fire hydrants. PeopleService is also in charge of all water meter replacement and service.

PeopleService has been operating the Green Isle Water Treatment Facility since 2011.

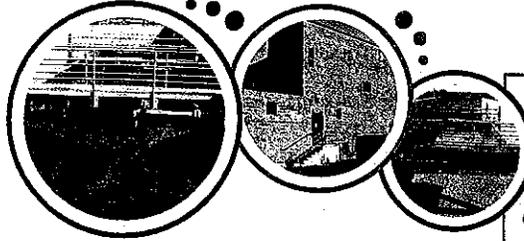
The Water System in the City of Green Isle consists of pre-treatment addition of tonkasorb, a 3 cell pressurized sand filter unit, chlorine and fluoride addition, 100,000 gallon water tower, 2 wells and a distribution system of 280 service connections with 80 fire hydrants.

The City of Arlington has an agreement to treat the wastewater from the City of Green Isle. PeopleService takes care of all the collection system for both communities, which includes 1306 service connections, 6 lift stations, over 38 miles of sewer main and over 6 miles of force main. PeopleService has implemented a sewer jetting and manhole inspection plan which has helped reduced back ups and identified potential problem areas.

The Wastewater Facility was recently upgraded to a Bio-P Removal System. Plant upgrades included new motors and gear reducers for the 3 screw pumps, bar screen rebuild and Aqua wash press unit installed. The upgrade also included, 3 new aeration basins, 1 new clarifier, replacement of 3 blowers, total replacement of the aeration system, and replacement of 3 RAS/WAS pumps and the adding of 2 new RAS/WAS pumps. A ferric chloride system was added along with a building to house the storage tank and the pumping system for the ferric chloride. Two rotary lobe pumps were replaced. The chlorine contact tank had new baffles installed and a new booster pumping unit was put in along with a new chlorine and So2 injection system. A second bio-solid storage tank was constructed along with a new load-out station. A new generator was installed along with all new electrical equipment. A SCADA System was installed along with many new controls.

Peopleservice is also responsible for service and maintenance of the 11 generators located in the two Cities.

Seneca Foods operates a canning plant in Arlington from June through October, which raises CBOD's and phosphorous loading of the wastewater stream. Through adjustments of processes, staff is able to achieve all permit limits.



Client:
Arlington, MN
Population: 2244
Employees:
2 Full -
1 Temp.

Responsibilities: Operations, Maintenance & Management of Wastewater Facility.

Description of Facilities:

Bio-P Removal Facility with an Average Dry Weather flow of .304 MGD, 3 screw lift pumps, mechanical bar screen, aqua wash press unit, grit removal, 1 anaerobic basin, 1 anoxic basin, 5 aeration basins, ferric chloride injection mixer, 3 final clarifiers, disinfection, gravity thickener, 2 stabilization storage tanks, 2 bio-solid storage tanks, and a bio-solid load out station.

Obstacles:

- Seneca Foods canning facility
- Regional Hospital
- Wastewater from Green Isle must be pump through 6+ miles of force main
- Older collection system with high I&I

Accomplishments:

- Digester conversion from anaerobic digestion to aerobic stabilization
- Lift station upgrades
- Treatment Plant upgrade to a Bio-P Process Facility

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Omaha, NE 68102

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Project Summary:

Our contract with Hinckley started out as a three cell stabilization pond system with an aerated primary lagoon, 4 lift stations and two wells with chemical addition of chlorine, fluoride, and polyphosphate. In order to meet the demands of a rapidly expanding gaming casino and hotel complex as well as community growth, this project has evolved into an activated sludge facility, a land application of biosolids program, eight lift stations, two water towers, and two wells that each have treatments plants attached to them. One facility is a pressure filter and the other is a gravity filter plant.

The well water that supplies the town and adjacent Native American Casino with drinking water contains concentrations of radionuclide higher than is allowed by USEPA and the Minnesota Department of Health. The city's iron and manganese removal water filter plant was unable to remove enough of the radionuclide to bring the water into compliance with the allowed concentration of these contaminants. PeopleService located a consultant with knowledge of a relatively new and inexpensive chemical treatment addition that could be made to the Hinckley water plant to lower the radionuclide to acceptable levels. PeopleService brought the consultant in to study the situation after his study he made a recommendation to the City for treatment and the City accepted that recommendation. PeopleService then worked with the consultant on installation of the chemical addition. This treatment addition brought the radionuclide down to acceptable levels and the plant is still in operation and meeting radionuclide limits. The City has built a second water treatment plant and this radionuclide treatment was an integral part of that plant's construction.

Client:
Hinckley, MN

Population: 1,365

Employees: 3

Responsibilities: Operations, Maintenance and Management of Water and Wastewater treatment plant.

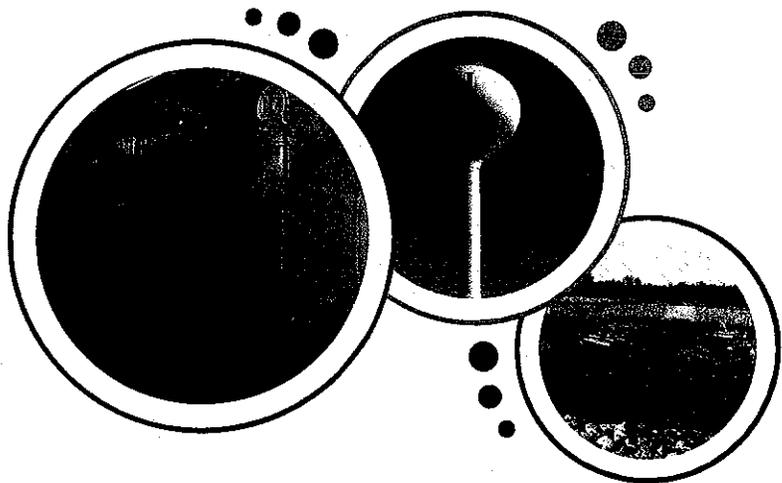
Description of Facilities: WWTP .362 MGD activated sludge plant, off-site biosolids treatment, 1 lift station.

Obstacles:

- Discharge to the Vermillion River
- New lift station and force main
- Biosolids management

Accomplishments:

- Staying within discharge limits
- Reduced wasted sludge
- Meeting Phosphorus limits



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Case Study

Virginia, Minnesota

Project Summary:

The Virginia wastewater treatment facility went through an upgrade which was completed in 2013 at a cost of 18.5 million dollars. Its design average daily flow is 3.1 MGD, 30 day wet weather flow is 4.3 MGD and peak hourly wet weather flow at 9.9 MGD. The treatment process includes flow measurement, screening, raw sewage pumping, vortex grit removal, flow retention primary clarification, biological treatment (conventional activated sludge) final clarification, effluent filtration (dual media gravity for reduction of mercury), effluent disinfection (ultra violet light), chemical phosphorous reduction primary and secondary anaerobic digestion, bio-solids dewatering (belt filter press) bio-solid storage (concrete walled bituminous pad with partial membrane cover) and land application of bio-solids. The WWTF is a Minnesota Class A facility.

The water treatment is managed by the Virginia Department of Public Utilities. The WTF is a Minnesota Department of Health Class A facility. The WTF is a conventional surface water treatment plant with its source water from Mesabi Mountain Mine Pit Lake. The Mesabi Mountain pump station which provides raw water to the plant was constructed in 1989 consisting of two - 24" vertical wells which enter a constructed 7' X 8' X 300' horizontal drift. The well pumps entering the drift wells are two - 225 hp, 2000 gpm VFD controlled submersible pumps. The WTF was constructed in 2001 at the cost of 6.2 million dollars. The design flow for the ultimate maximum daily demand is 5.0 MGD. The treatment processes include static chemical mixing, flocculation, sedimentation, filter feed pumping, dual media gravity filtration, clearwell, ground level reservoir, 3 elevated storage tanks high service pumping and backwash settling tanks. The WTF chemical feed processes include coagulation, pre polymer application, filtration polymer, backwash treatment polymer along with corrosion control, pre and post.

Client:
Virginia, MN
Population: 8,750
Employees: 4

Responsibilities: Operation, maintenance and management of the wastewater treatment, and operations and management of the water treatment facility

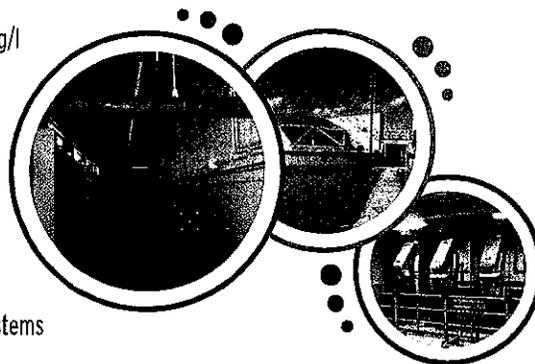
Description of Facilities: 3.1 MGD activated sludge facility, 5.0 MGD conventional surface water plant

Obstacles:

- New WWTF system start-up with process control, maintenance and management systems placement from day one of the contract
- The general tightening of governmental regulations including the highly restrictive Great Lakes Lake Superior basin regulations
- NPDES requirements for development and implementation of regulatory programs such as phosphorous reduction, salt reduction and mercury reduction plans
- The requirements to maintain the current NPDES standard Mercury which is set at 1.8ng/l
- Management of complex NPDES permit issued for the Virginia facility.

Accomplishments:

- Completing and startup associated to the WWTF construction project
- Created and implemented the operation, maintenance programs for the new WWTF
- Provided trained, certified operation staffing for each facility
- Developed standard of O/M procedures for each facility
- Implemented computer controlled maintenance management and personnel safety systems
- Work side by side with the City and the engineer in negotiations with the MPCA for the requirements outlined in the draft of the NPDES permit
- Manage each system for severe cold weather conditions of NE Minnesota



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Water & Wastewater Professionals

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Omaha, NE 68102

peopleservice.com

If you circulate this grant agreement internally, only offices that require access to the tax identification number AND all individuals/offices signing this grant agreement should have access to this document.

Minnesota Department of Health Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("State") and City of Milaca ("Grantee"). Grantee's address is 855 First Street East, Milaca, Minnesota 56353.

Recitals

1. Under Minnesota Statutes sections 144.0742 and 114D.50 (the Clean Water Fund), the State is empowered to enter into this grant agreement.
2. The State is in need of assisting public water suppliers to protect the source of drinking water.
3. The Grantee represents that it is duly qualified and will perform all the duties described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statutes section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. *Term of Agreement*

1.1 *Effective date* December 15, 2016, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later.
The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

1.2 *Expiration date* April 30, 2018, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first.

1.3 *Survival of Terms* The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10.1 Government Data Practices; 10.2 Data Disclosure; 12. Intellectual Property; 14.1 Publicity; 14.2 Endorsement; and 16. Governing Law, Jurisdiction, and Venue.

2. *Grantee's Duties* The Grantee, who is not a state employee, shall:

- Install security system at two of the city's well houses.

- Grantee agrees that no system of water supply for public use shall be installed, altered or extended until complete plans and specifications for the installation, alteration or extension have been submitted and approved by the State, and no construction shall take place except in accordance with the approved plans. No grant funds can be used prior to approval of the plans. Failure to submit plans for approval within the first 2 months from the start date of the grant may result in termination of the grant award.
- The Grantee shall use the Clean Water Land and Legacy Amendment logo on all materials that are purchased or produced under this Grant Agreement (equipment, reports, publications, displays, videos). An electronic copy of the logo will be made available to the Grantee. Failure to display the logo may render the Grantee ineligible for reimbursement.
- On or before the end date of this Agreement, the Grantee shall provide the State with one electronic copy of all final products produced under this Grant Agreement, including reports, publications, software and videos. Any Grantee activity that involves data collection must be submitted to the State upon completion of the project and in the format agreed by the State.
- The Grantee shall pay in full any licensed contractor hired for the purpose of completing any work under this Grant Agreement within 10 days of receiving payment from the State.
- The Grantee shall submit an itemized invoice for the total cost of the project
- Exhibits A and B are attached and incorporated into this grant agreement. Upon completion of the project the Grantee shall submit a Grant Invoice (Exhibit A) and a Grant Narrative Report (Exhibit B). The Grant Narrative Report and the Grant Invoice shall be due no later than the expiration day of this Grant Agreement.
- If required by the nature of the project, data collected during the project shall be reported in a format acceptable to the State.
- In the event the Grantee is unable to satisfactorily complete all the duties specified in this grant agreement, the Grantee may forfeit the final payment. Grantee who has not satisfactorily fulfilled the grant obligations, including but not limited to paying the contractor in full for all work performed by the contractor, will be denied participation in the next grant cycle.
- Grantee shall provide an equal cost share (of eligible funds in cash) for each work item. In-kind contributions are not accepted.

3. Time The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence, and failure to meet a deadline may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the grant.

The Grantee is required to perform all of the duties recited above within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Payment

4.1 Consideration The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) Compensation. The Grantee will be paid according to the following breakdown of costs:

Activity	Grant Amount	Cost Share
Install security system at two of the city's well houses.	\$ 8,871.10	\$ 8,871.10
Sub-Total	\$ 8,871.10	\$
TOTAL	\$ 8,871.10	

(b) Total Obligation The total obligation of the State for all compensation and reimbursements to the Grantee under this agreement will not exceed Eight Thousand Eight Hundred Seventy-one Dollars and Ten Cents (\$8,871.10).

The following costs are not eligible and will be deducted from the final invoice, before reimbursement:

- permitting fees payable to MDH (i.e. well construction fee; well sealing fee)
- pressure tank and associated plumbing
- water lines may be reimbursed only from the well to the pressure tank or to the building, whichever comes first)
- indirect or administrative costs related to the grant.

(c) Travel Expenses The Grantee will be reimbursed \$0.00 for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) and 4.1(b) or incorporated in Exhibit B) requires prior written approval from the State and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or

less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation listed in 4.1(b).

4.2 Terms of Payment

(a) Invoices The State will promptly pay the Grantee after the Grantee presents an Itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Upon completion of the services. The State does not pay merely for the passage of time.

All the grant documentation (Grant Narrative Report, Grant Invoice, itemized invoice(s), electronic copies) must be submitted in one packet by either email or mail. The Grantee shall use the following address:

kris.wenner@state.mn.us

Or

Attn: Kris Wenner
Source Water Protection
Minnesota Department of Health
PO Box 64975, St. Paul, MN 55164-0975

If the final invoice is not received by the State before the end date of this Grant Agreement, the Grantee may forfeit the final payment.

(b) Matching Requirements Grantee certifies that the following matching requirement, for the grant will be met by Grantee:

- Grantee will submit an invoice for the total cost of the project.
- By submitting an invoice for the total cost of the project Grantee certifies that the cost share requirement of Eight Thousand Eight Hundred Seventy-one Dollars and Ten Cents (\$8,871.10) has been met.
- If the total cost of the project ends up being less than \$17,742.20. (Seventeen Thousand Seven Hundred Forty-two dollars and Twenty Cents) the Grantee agrees to contribute a minimum cost share of 50% of the total cost of the project.

5. Conditions of Payment All services provided by Grantee pursuant to this agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, site visits of the Grantee, programmatic monitoring of work performed by the Grantee and program evaluation. The Grantee will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. Authorized Representatives

6.1 State's Authorized Representative The State's Authorized Representative for purposes of administering this agreement is Kris Wenner, SWP Grants Coordinator, 625 Robert Street N, PO Box 64975, Saint Paul, MN 55164-0975, 651-201-4696, Kris.Wenner@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative The Grantee's Authorized Representative is Greg Lerud, City Manager, 855 First Street East, Milaca, Minnesota 56353, 320-492-8246, steveburklund@aol.com, or his successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this agreement, the Grantee must immediately notify the State in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Merger

7.1 Assignment The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State.

7.2 Amendments If there are any amendments to this agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by the State and Grantee.

7.3 Waiver If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Merger This agreement contains all the negotiations and agreements between the State and the Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8. Liability The Grantee must indemnify and hold harmless the State, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by the State, arising from the performance of this agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this agreement. Nothing in this clause may be construed as a waiver by the Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to Minnesota Statutes Chapter 466, or any other statute or law.

9. State Audits Under Minnesota Statutes section 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee, or any other relevant party or transaction, are subject to examination by the State, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Data Disclosure

10.1 Government Data Practices Pursuant to Minnesota Statutes Chapter 13.05, Subd. 11(a), the Grantee and the State must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before any data is released. The Grantee's response to the request must comply with the applicable law.

10.2 Data Disclosure Pursuant to Minnesota Statutes section 270C.65, subdivision 3, and all other applicable laws, the Grantee consents to disclosure of its social security number, federal employee tax identification number, and Minnesota tax identification number, all of which have already been provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. Ownership of Equipment The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-State party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. Publicity and Endorsement

14.1 Publicity Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others, or any subgrantees shall identify the State as the sponsoring agency and shall not be released without prior written approval by the State's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

14.2 Endorsement The Grantee must not claim that the State endorses its products or services.

15. Termination

15.1 Termination by the State or Grantee The State or Grantee may cancel this grant agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

15.2 Termination for Cause If the Grantee fails to comply with the provisions of this grant agreement, the State may terminate this grant agreement without prejudice to the right of the State to recover any money previously paid. The termination shall be effective five business days after the State mails, by certified mail, return receipt requested, written notice of termination to the Grantee at its last known address.

15.3 Termination for Insufficient Funding The State may immediately terminate this agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this agreement. Termination must be by written or facsimile notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving notice of the same.

16. Governing Law, Jurisdiction, and Venue This grant agreement, and amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Lobbying Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.

IN WITNESS WHEREOF, the parties have caused this grant agreement to be duly executed intending to be bound thereby.

APPROVED:

1. Grantee

The Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Jammy Pfoff

Title: City Manager

Date: 5-18-17

By: _____

Title: Mayor

Date: 5-18-17

2. State Agency

Grant Agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

By: _____ (with delegated authority)

Title: _____

Date: _____

Distribution:

Agency – Original (fully executed) Grant Agreement

Grantee

State Authorized Representative

City of Milaca
Planning Commission Agenda
July 10, 2017
6:00 P. M.
255 1st St. E City Hall Council Room

1. Open public hearing for a Conditional Use request from Lynn Schlagel to have 3 more apartments located in the B-2 General Business Zoning District.
2. Close public hearing
3. Open Regular Planning Commission Meeting
4. Call to Order/ Roll Call
5. Approve the minutes from the May 8, 2017 Planning Commission Meeting
6. New Business
 - Conditional Use request from Lynn Schlagel to have 3 new apartments located in the B-2 General Business Zoning District
 - First review of the new rental/housing code ordinance
7. Other Business
8. Adjourn

MILACA PLANNING COMMISSION

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MILACA WAS DULY HELD ON THE 10th DAY OF JULY 2017, AT 255 1st ST. E. FOR THE PURPOSE OF PUBLIC HEARING AND REGULAR MEETINGS.

UPON ROLL CALL, THE FOLLOWING MEMBERS WERE PRESENT:

Scott Harlicker X Mike Cassens
Luke Kotsmith Sherie BillingsX Arla Johnson X Pam Novak

EX-OFFICIO MEMBERS:

Marshall Lind, Building Official/ Zoning X

Laurie Gahm, Liaison

Others Present: Ron Cardinal

Public Hearing – for conditional use request from Lynn Schlagel to have 3 more apartments located in the B-2 General Business Zoning District

Planning Commissioner Harlicker opened the public hearing and asked for comments or questions.

Lind explained that the applicant was asking to have 3 more apartments, efficiency, a 1 bedroom and a 2 bedroom apartment on the main level of the structure. It would be located to the south of the laundromat.

Being no comments or questions, the public hearing was closed.

The Regular Planning Commission was called to order and roll call was taken.

Motion was made by Commissioner Billings to approve the minutes of the May 8, 2017 planning commission meeting. Second by Commissioner Johnson.

Motion **passed** unanimously

Commissioner Harlicker stated the next item on the agenda is the Conditional Use request. Commissioner Billings asked Mr. Cardinal about how the apartments were going to be laid out in the building and if they had adequate egress. Mr. Cardinal stated that each apartment will have their own door going directly to the outside and then he showed everyone the layout he would be doing for the apartments.

Lind explained that even if the Conditional Use was granted, the applicant would still need to follow the MN State Building Code.

Commissioner Billing stated that there looks to be sufficient parking on the site.

Commission Johnson stated that there is a need for apartments in the City and it would be a good use at this location.

Commissioner Johnson made the motion to approve the Conditional Use request from Lynn Schlagel to have 3 more apartments at 525 Central Ave N., located in the B-2 General Business Zoning District. Planning Commissioner Billing seconded the motion.

Motion **passed** unanimously.

Other Business:

Lind explained stated that the City Council has requested that the Planning Commission review and establish a rental/housing code ordinance. Lind explained that staff has come up with a rough draft of a rental ordinance and that there would be a few different parts to the ordinance that will need to be reviewed. Once Planning Commission has reviewed all parts of the Ordinance, then there would be a public hearing and then it would be brought to Council.

Lind stated that in one section of the ordinance it states the City must create a Housing Advisory and Appeals Board. Lind stated that he is recommending that this would be the Planning Commission.

Commissioner Billings asked if the City Police Department is in favor of the Ordinance, Lind stated it was the Police Chief that brought the idea and the existing problems to the City Council.

All Commissioners believed that this would be a good thing for the City.

With no other business a motion to adjourn was made by Commissioner Billings, second by Commissioner Johnson.

Motion **passed** unanimously

Minutes respectfully submitted by,

Marshall Lind

Marshall Lind
Zoning Administrator

MILACA PLANNING COMMISSION

STAFF REPORT

Subject: 17-04 Conditional Use request

Applicant: Lynn Schlagel

Location: 525 Central Dr. N.

Zoning: B-2 General Business District

Request: To Install an additional 3 apartments

Date of Public Hearing: July 10, 2017

Reported By: Marshall Lind

Application Submitted:

The application for a conditional use to have 3 additional apartments located in the B-2 General Business District.

Comments:

The applicant is asking to have 3 additional apartments located in the B-2 General Business District. Ordinance 156.039 B-2, General Business District:

(A) Purpose. The General Business District is designed and intended to promote the development of uses which require large concentrations of automobile traffic. The district is also designed to accommodate those commercial activities which may be incompatible with the uses permitted in the B-1 District, and whose service is not confined to any one neighborhood or community.

(F) Uses requiring a conditional use permit.
(2) Multiple Family Dwelling

Ordinance 156.150 (D) The Planning Commission shall consider possible adverse effects of the proposed conditional use. Its judgement shall be based upon, but not limited to, the following factors:

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

(5) The demonstrated need for the use.

156.150 (G) For all Conditional Uses, the following conditions shall be met;

(1) The land area and setback requirements of the property containing the use or activity shall be established for the district.

(2) Where applicable, all city, state, and federal laws, regulations, and ordinances shall be complied with and all necessary permits secured.

(3) Adequate off-street parking and loading shall be provided in accordance with 156.075.

(4) The proposed water, sewer, and other utilities shall be capable of accommodating the proposed use.

(5) The street serving the proposed use or activity shall be of sufficient design to accommodate the proposed use or activity, and the use or activity shall not generate such additional extra traffic to create a nuisance or hazard to existing traffic or to surrounding land uses.

(6) All access roads, driveways, parking areas, and outside storage, service, or sales areas shall be surfaced or grassed to control dust and drainage.

(7) All open and outdoor storage, sales, and service areas shall be screened from view from the public streets and from abutting residential uses or districts.

(8) All lighting shall be designed as to have no direct source of light visible from adjacent residential area or from the public street.

(9) The use or activity shall be properly drained to control surface water runoff.

(10) The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence.

(11) Where Structures combine residential and non-residential uses, these uses shall be separated and provided with individual outside access, and the uses shall not conflict in any manner.

Ordinance 156.075 Off-Street Parking and Loading Requirements Purpose:

It is the purpose of this subchapter to provide for the regulation of and design standards for off-street parking facilities within all zoning districts in the city, to minimize congestion on the public right-of-way, and to maximize the safety and general welfare of the public.

Ordinance 156.080 Change of Use or Occupancy; Parking Requirements:

No change of use or occupancy of land, or of use or occupancy of any building shall be made until there are furnished sufficient parking and loading spaces as required by this subchapter.

Ordinance 156.084 Number of Required Spaces:

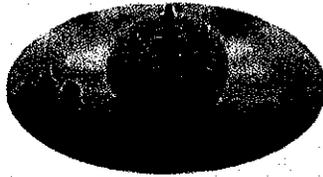
Multiple Family Dwelling 2 free spaces per unit

This property has multi tenants located on it. There is a car wash, a laundromat and 7 existing apartments in the building. The car wash requires 2 parking spaces, the laundromat requires 1 per 250 sq. ft. and with adding 3 more apartments the apartments would require 20 parking spaces.

Staff Recommendation:

The property is located in the B-2 General Business Zoning District and the zoning ordinance does allow for multi-family residential in the zoning district with a conditional use. The current building does have multiple uses in it, one being a car wash, laundromat and existing 7 apartments. The 3 apartments on the main level would be replacing the retail area on the South end of the building. The applicant has submitted a parking plan showing 7 spaces for the laundromat and carwash and 16 spaces for the apartments. There does seem to be a lot of area that isn't designated for anything. I do not believe that the parking would overflow onto the public street. I would support granting the Conditional Use request.

CITY OF MILACA



Municipal Liquor Store

Policies & Procedures Manual

Final Draft: July 20, 2017

Approved by Council _____

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Employer Authority

The City Manager retains the full and unrestricted right to operate and manage the Municipal Liquor Store personnel, facilities, and equipment. The City Manager, in conjunction with the Municipal Liquor Store Manager, establishes functions and programs; sets and amend budgets; determines the use of technology; establishes and modifies the organization and structure; selects, directs and determines the number of personnel; establishes work schedules; performs any inherent managerial function and amends this handbook at any time.

Hours of Operation

The Municipal Liquor Store hours change based on the season. Refer to the posted hours for complete hours.

Sales of liquor and beer can be made as early as 8:00 AM (off sale).

NO OFF-SALE on Christmas and Thanksgiving. No merchandise may be removed from the premises on these days.

Off-Sale on Sundays, 11am – 6pm permissible per State Statute 340A.54 as of July 1, 2017.

General Employee Policies

Keys & Security Code

Employees responsible for opening and closing the store are issued keys and the security code. Your keys and the security code are your responsibility. Handle both with care.

If you lose your keys, YOU will be charged to have the building rekeyed. DO NOT give your security code or keys to anyone. Distributing keys or the security code will result in disciplinary actions and possible termination.



NOTE: The security code is changed when an employee is terminated or resigns. The Liquor Store Manager will provide you the new code when this occurs.

Entering the Building

Enter the building through the employee entrance or front doors. Turn off the alarm and lock the door behind you.



NOTE: All doors must be shut to operate the alarm. Motion within the building when the alarm is on will set off the alarm. You have 20 seconds to deactivate the alarm when you come in or go out.

Scheduling

The Liquor Store Manager establishes the work schedule bi-weekly. When scheduled, you are responsible for being at your work area at the start of your shift.

Opening Off-Sale staff must arrive 15 minutes prior to store open time. Employees are otherwise not permitted to log in prior to their scheduled start time. Any early arrivals or late departures must be approved by the Liquor Store Manager. A deviation from this policy will result in disciplinary action and possible termination.

Trading Shifts

If you cannot work a shift, you are responsible for locating a replacement. Any shift changes must be approved by the Liquor Store Manager in advance.

Once a change is approved, notate the change on the master schedule.

Tardiness

If you will be later for work, contact the employee on duty to inform them of your expected arrival time.

Repeated late arrivals will result in written reprimand, suspension or termination.

Time Off Requests

Time off requests must be submitted to the Liquor Store Manager in writing as soon as possible.



NOTE: Submitting a request for time off does not guarantee time off will be granted. Every effort will be made in granting reasonable requests for time off with consideration given to seniority and previous requests for time off granted.

Management retains the authority to post dates blocked from requests for time off due to holidays, upcoming events, and staff availability (i.e., Gateway to the Northland Festival, 4th of July, etc.).

Illness

If you are unable to work a scheduled shift due to illness or other emergency, contact the Liquor Store Manager as soon as possible. Lack of proper notification may be cause for disciplinary action or dismissal.



NOTE: Whenever physically possible, attempt to locate another employee to cover your scheduled shift.

If you are unable to work for an extended period of time due to illness or accident, prior to returning to work, you may be required to provide medical evidence that you will be able to perform all significant duties of your position in a competent manner without hazard to you or others.

Claiming to be sick when physically fit may be cause for disciplinary action including suspension, demotion or dismissal.

Pay Period

The regular payday for all liquor store employees will be on alternating Wednesdays; the payroll is calculated for the two-week period through the Sunday prior to the Wednesday payday. In most cases, direct deposits will be in bank accounts by Wednesday at 9 a.m.

If a payday falls on an official holiday, employees' direct deposit will be in their banks the following day.

DIRECT DEPOSIT: Mandatory

Employee Purchasing & Discounts

Alcohol from off-sale must be purchased after your shift unless you are working past 10 PM. In this case, all off-sale purchases must be made by 10 PM.

Another staff member must complete all employee purchases (if possible).

The employee must keep a copy of the receipt attached to the item purchased.

Any deviation from this policy may result in disciplinary actions and possible termination.

Employee Discounts

All City of Milaca employees, Volunteer Fire Fighters and City Council Members are eligible for a ten percent (10%) discount on all regularly priced items in the off-sale.

The Employee Discount may not be used in conjunction with any other discounts.

The purchasing employee must initial / sign a copy of the receipt. The signed receipt should be included with daily paperwork.

Work Attire

Each employee is provided with 2 shirts and one pull-over (if working fall/winter). You may purchase additional shirts at cost. Wear respectful pants, shorts or skirts. Pants with holes or rips are NOT permissible unless approved by the Liquor Store Manager.

Employee Attitude

All employees are expected to use common sense and good judgment whether working or socializing. Treat all people just like you want to be treated. Bad Language, excessive loudness, and bad attitudes will not be tolerated, especially from employees.

Any deviation from this policy may result in disciplinary actions and possible termination.

Employee Meetings

Employee meetings are conducted on an as needed basis for the purpose of increasing product and industry knowledge, reviewing policies, procedures and safety standards, and to discuss promotions, suggestions and ideas.

Attendance is required, unless absence has been approved by the Liquor Store Manager. If you miss a meeting, it is your responsibility to discuss the topics with the Liquor Store Manager.

You will be paid your liquor store hourly rate for the length of the meeting.

Lifting

Safety of our employees is a concern. When handling large items, you are encouraged to use two-wheeled hand trucks.

Employees are prohibited from lifting kegs of beer or pop while on duty. Customers are to be notified at the time of ordering that they must provide their own carry out service for kegs.

All employees must be able to lift 50 pounds or more.

Personal Calls

Liquor store telephones are intended for business uses only. Use of telephones for personal calls is discouraged. If you must make or receive a personal call please use your own personal cell phone. Keep telephone conversations brief while on duty.

If you have to use a business line for personal purposes, no personal long distances calls are permitted.

Break Periods

Full time employees working under conditions where a break period is practical shall be granted a 15 minute break each half of the employee's shift. This is the only policy that is required by law for our City employees.

However, the Liquor Store Manager does feel that all employees need to take a break to rest and refuel for the rest of their shift, so employees working a 3-7 hour shift are encouraged to take a 15 minute break. Those employees

working an 8 hour shift may take a 15 minute lunch and a short break in the afternoon. If an employee feels they need a 30 minute lunch, please talk to the Liquor Store Manager.

Breaks can only be taken when it is not busy—customers come first!

General Customer Service

In today's retail environment, the customer is more knowledgeable than ever before. They expect prompt, professional service with extensive follow through as to their needs and requests. As a member of the Millaca Municipal Liquor Store staff, it is your responsibility to ensure customers are shown the courtesy and service expected in today's retail world.

We pride ourselves in maintaining the highest possible level of professionalism and service to our customers. The following guidelines have been established to assist you in achieving this:

Respond and greet the customers immediately. This conveys attentiveness to the customers while deterring potential shoplifters.

Always put the customer first.

Use a pleasant tone of voice; how you sound can often be as important as what you say.

Listen; extremely important role in positive communication.

Address the customer by name (if known).

Assure that all customers are provided any applicable discounts.

Complete special-order requests as applicable (see Special Orders on page 79).

Assist the customer to the best of your ability, if you are unable to answer their questions, seek assistance from a more experienced employee if possible.

Always thank them for stopping.

Remember, customer service requires the sales representative to offer "every" customer information on the products we carry in a knowledgeable manner. This goal is achieved through consistent reading industry related literature and books provided and by acquiring information from the more experienced staff members.

Customer Identification

As a Municipal Liquor Store staff member, it is your legal responsibility to verify that all customers are of legal drinking age (21 years of age). **Selling alcoholic beverages to an underage individual is punishable by law under Minnesota State Statute 340A.503.**

Our policy is to ID if a customer is under 30 (looks under 30). Whenever there is doubt, check the ID. If there is no ID, there is no service for that person regardless of what anybody says.

The law says, if you ask anybody for an ID, they must produce it or you cannot serve them even if you know they are old enough.

Forms of Identification Accepted:

The City of Milaca will accept the following forms of identification:

1. Valid photo Minnesota or out of State Driver License.
Paper license application must accompany all clipped driver's license.
2. Valid photo Minnesota Identification Card with one other form of ID.
3. Tribal ID.
4. Amish ID (no photo required).

When reviewing an ID, verify the expiration date, date of birth and photo.

If the license is expired, we cannot accept it.

If you have any doubts, do not make the sale.

Fake Identification

In the event that you identify a false or altered identification, or if a minor is attempting to purchase, complete the following process:

1. Withhold the identification from the customer.
2. Call and notify the police 911, inform the dispatcher whether the person is waiting or has left the premise.
3. If the customer agrees, have them wait for police verification. Do not ever place yourself or others in jeopardy by attempting to detain the customer.
4. If the customer flees the building, document the following information on an incident report immediately:
 - Vehicle make, model and description.
 - Vehicle license number.
 - Description of the suspect.
 - Direction the suspect headed.
5. Release identification to the responding officer.
6. Document all information on an incident report.

Telephone Etiquette

The telephone is to be considered our lifeline to the potential customer. The person at the other end of this line forms his/her first opinion of our organization according to how we handle their call.

When answering the phone:

Your greeting should be friendly.

Never assist a customer at the register while conversing on the telephone. If the telephone rings while waiting on a customer. Finish waiting on customer and then answer the phone.

When taking messages, always write down all information clearly and concisely.

If the customer is calling to communicate a complaint; forward his/her telephone call to the Liquor Store Manager or take a message if the Liquor Store Manager is not available. Notify the complainant that someone will contact them as soon as possible.

Special Orders

We are committed to providing superior customer service and selection, all attempts will be made to satisfy the customer's needs. In today's ever evolving spirit industry, it would be impossible for Milaca Municipal Liquor Store to carry and maintain every product available in the market. When a customer requests a product that we currently do not carry the following steps should be taken:

Obtain customer name and phone number and product request. Notify them the Liquor Store Manager will get back to them.

Submit to the Liquor Store Manager.

The Liquor Store Manager will contact the customer with availability and pricing.

Customer Related Issues

Language and Customer Behavior

Discourage bad language and never use it yourself in the store - whether working or not. If a customer is using bad language, ask them to stop. If they persist, let them know that they will need to leave. If there are issues, contact the Liquor Store Manager.

Customer Fighting

Should an argument between customers occur, do your best to subdue them but don't put yourself at risk. In extreme cases, contact the Liquor Store Manager and/or Police Department and complete an Incident Report form.

When the Police are involved none of the parties involved in the altercation will be allowed in the store for a minimum of 30 days.

Customers Behind the Counter

Customers are not allowed behind the counter under any circumstance. Only employees & approved repair people are allowed behind the counter.

Customer Use of Phone

If a customer requests to make a call, dial the phone for them. Local calls are permitted only.

No Shirt - No Shoes - No Booze

Customers are required to wear proper attire at all times. Any customer not adhering to this policy will be asked to leave.

Shoplifting

If you notice someone take something, ask them to pay for it or put it back. Do not interfere if you think there is a danger to yourself. If you suspect something but are not comfortable confronting the individual, note the time they were in, vehicle information and any other information you notice and contact the Liquor Store Manager **IMMEDIATELY**. The Liquor Store Manager will check the tapes and proceed accordingly.

In-Store Tasting

We do not allow customers to taste merchandise before purchasing it. However, on occasion, when there is a new product, the Municipal Liquor Store may utilize in store tasting as a marketing tool. This allows customers the opportunity to sample new and unique products prior to purchasing.

Customer tastings are regulated by Minnesota State Statute 340A.510; samples of malt liquor, wine, liqueurs, cordials, and distilled spirits may be dispensed at no charge to the customers in a quantity of less than 100 milliliters of malt liquor per variety per customer, 50 milliliters of wine per variety per customer, 25 milliliters of liqueur or cordial and 15 milliliters of distilled spirits per variety per customer.



NOTE: Customers who appear to be under the age of 30 must provide valid identification prior to sampling.

Samples will not be dispensed to any customer who appears to be obviously intoxicated.

For educational purposes, employees are allowed to sample the products in accordance with Minnesota State Statute 340A.510 (see Appendix A). Employee abuse of this privilege may result in a written warning or termination.

At the completion of the tasting, any remaining product should be given to the Liquor Store Manager.

Off Sale Procedures

AM/PM Off Sale

Opening liquor store employees should arrive no less than 15 minutes before opening.

Opening

1. Enter through employee door and disarm security alarm.
2. Unlock Office door.
3. Fill in timecard.
4. Turn On security camera computer screen.
5. Open safe.
6. Count tills to \$250.00 and put money in appropriate till bags.
7. Count change bank to \$1,000.
8. Put bags and change bank in safe and lock it.
9. Turn On store lights.
10. Put tills in the registers.
11. Turn On registers and log in.
12. Unlock front doors, turn on radio.
13. Smile!!!!!!

Daily Checklist of Duties

1. Stock both main coolers do not overstock lines.
2. Haul warm beer in coolers as needed!
3. Check 6-packs to be made.
4. Stock wine and liquor that we sell in door 1 and 30.
5. Stock Pepsi, 7Up, Monster and Red Bull Coolers.
6. Stock Tobacco and Tubes.
7. Stock all liquor. Always pull bottles forward when too busy to stock them.
8. Stock soda and mixes.
9. Stock pints, ½ pints and 50mls.
10. Pull wine forward, stock best sellers and bottles down to 2 bottles (Do Not Overstock Top Shelf)!
11. Clean bathroom.
12. Sweep and mop floors (in front of coolers, by checkout, up front, entry way and bathroom.
13. Vacuum all rugs and carpet.
14. Clean counter tops as needed!
15. Break down and take out cardboard.
16. Clean entry way doors, glass and frame.
17. Take out garbage (front, bathroom, back room and office) Don't forget **Outside!!**
18. Fill Humidor and stock cigars.

19. Fill displays.
20. Don't forget to SMILE!

Things to Do When Main Duties are Done

Remember to keep busy. If management hears you are just standing around, you will find your hours being given away to those that work hard.

1. Clean shelves and wipe off bottles.
2. Sweep and mop back room.
3. Sweep and mop coolers.
4. Clean window and ledges,
5. Dust wine racks, take out bottles and wipe down.
6. Wipe down pint shelves and bottles.
7. Clean Pepsi, 7-Up, Monster and Red Bull coolers (wipe shelves, racks, top, front, doors and dust vents).
8. Wipe/dust off cash registers and surrounding areas.
9. Restock bags, cigarettes, papers, and miscellaneous.
10. Wash baseboards throughout the store.
11. Clean ceiling vents.
12. Clean light fixtures.
13. Dust signs and pictures on the wall.
14. Sweep outside sidewalks.
15. Pick up garbage outside and around building.
16. Wash dishes.
17. Organize in the back room.

Closing

1. 3-5 minutes to 10 p.m., lock store doors. Any customer in store must be rung up and let out before 10 p.m.
2. Hit No-Sale on both registers and remove tills.
3. Reports for both registers.
4. Tap Dept. Menu.
5. Tap Mgr. Menu.
6. Tap Rpt. One Cashier.
7. Tap Rpt. End of Day.
8. Tap Rpt. Financial.
9. Put slips in each till.
10. Turn Off lights.
11. Put tills and all monies in safe and lock it.
12. Turn Off all computer MONITORS ONLY!
13. Lock Office door.

14. Turn On Security Alarm.
15. Exit building through employee exit and make sure door is locked behind you.

Cash Drawer Variances

Our expectation is that cash drawers balance out to zero each night.

In cases where the variance is greater than \$5.00, progressive discipline will apply (1st offense is verbal, 2nd is written, and 3rd is suspension and 4th is recommend termination to the City Manager). Note - progressive discipline restarts annually at the anniversary of the 1st offense.

In cases where the variance is greater than \$20, the Liquor Store Manager will notify the City Manager. The offending employee will be re-trained and will at least be issued a written warning. Additional discipline, including possible termination, will be determined by the Liquor Store Manager and Council Liaisons.

Payment Acceptance Procedures

Credit Card

Signatures are required for transactions greater than \$25.

Obtain valid ID for purchases greater than \$25 if the party is unknown.

We accept all major credit cards (Visa, Mastercard, Discover, Amex)

Smoking

No smoking in building. This is state law.

Incident Reporting

Incident reports are a communication tool employed in documenting any occurrences, which may jeopardize the safety, security, or the integrity of the City of Milaca, the Liquor Department, or its staff.

Incident reports must be completed immediately following any circumstances involving shoplifting, theft, underage attempts to purchase, intoxicated individuals attempting to purchase, observance of suspicious individuals or vehicles and any circumstance in which the police department has been notified.

Incident reports should be written in a clear, professional manner and should include the following information:

Date.

Time of occurrence.

Full names and identification of all employees on duty at the time of the incident.

Responding police officer's name or badge identification.

Vehicle description and license plate number. (If applicable).

Suspect description.

Brief but precise description of the incident.

Signature of primary staff member involved.

Note: A sample incident report is on next page. Blank forms are provided in office desk drawer.

INCIDENT REPORT

DATE: _____

TIME: _____

STAFF ON DUTY:

VEHICLE DESCRIPTION AND LICENSE #: _____

SUSPECT DESCRIPTION: _____

WERE POLICE NOTIFIED: Yes No If yes, time: _____

RESPONDING OFFICER: _____ **TIME:** _____

MANAGER CONTACTED: Yes No If yes, time: _____

BRIEF DESCRIPTION OF INCIDENT: _____

STAFF SIGNATURE: _____

Emergency Closing

In any emergency, the City Manager, Liquor Store Manager or Police Department has the authority to close the Liquor Store. Once closed, it will remain closed for the rest of the day.

Emergency examples may be snow storms, power outages, etc.

Once the announcement has been made to close - all service must be discontinued at once.

No more sales-- Nothing. Customers have a MAXIMUM of 10 minutes to leave the premises.

What to do if the Liquor Store closes (early or regular time) & people are caught here with no place to go, notify Police Department.

Try as best you can to find places for them.

As last resort, send over to the hotel next door to the Liquor Store.

Power Outage Procedure

In the event of a power outage, the primary concern is to ensure the safety of the employees and customers, as well as maintaining security of the operation.

Hand write all sales made during power outage. These are to be entered when power comes back on.

Call management and notify them of the situation.

Management will advise employees of the procedures to be taken.

Document time and procedures taken during the power outage on an incident report sheet.

Appendix A: Minnesota State Statute 340A.510

Note the statute references customers but employees are permitted to taste samples set out and designated as a sample by the Municipal Liquor Store Manager. Samples must be taken in accordance with this statute.

340A.510 SAMPLES.

Subdivision 1. Samples for other than malt liquor authorized.

On- or off-sale retail licensees and municipal liquor stores may provide, or permit a licensed manufacturer or a wholesaler or its agents to provide on the premises of the retail licensee or municipal liquor store, samples of wine, liqueurs, cordials, and distilled spirits which the retail licensee or municipal liquor store currently has in stock and is offering for sale to the general public without obtaining an additional license, provided the wine, liqueur, cordial, and distilled spirits samples are dispensed at no charge and consumed on the licensed premises during the permitted hours of sale in a quantity less than 50 milliliters of wine per variety per customer, 25 milliliters of liqueur or cordial, and 15 milliliters of distilled spirits per variety per customer.

Subd. 2. Malt liquor samples authorized.

(a) Notwithstanding section 340A.308, a brewer may purchase from or furnish at no cost to a licensed retailer malt liquor the brewer manufactures if:

- (1) the malt liquor is dispensed by the retailer only for samples in a quantity of less than 100 milliliters of malt liquor per variety per customer;
- (2) where the brewer furnishes the malt liquor, the retailer makes available for return to the brewer any unused malt liquor and empty containers;
- (3) the samples are dispensed by an employee of the retailer or brewer or by a sampling service retained by the retailer or brewer and not affiliated directly or indirectly with a malt liquor wholesaler;
- (4) not more than three cases of malt liquor are purchased from or furnished to the retailer by the brewer for each sampling;
- (5) each sampling continues for not more than eight hours;
- (6) the brewer has furnished malt liquor for not more than five samplings for any retailer in any calendar year;
- (7) where the brewer furnishes the malt liquor, the brewer delivers the malt liquor for the sampling to its exclusive wholesaler for that malt liquor;

(8) the brewer has at least seven days before the sampling filed with the commissioner, on a form the commissioner prescribes, written notice of intent to furnish malt liquor for the sampling, which contains (i) the name and address of the retailer conducting the sampling, (ii) the maximum amount of malt liquor to be furnished or purchased by the brewer, (iii) the number of times the brewer has furnished malt liquor to the retailer in the calendar year in which the notice is filed, (iv) the date and time of the sampling, (v) where the brewer furnishes the malt liquor, the exclusive wholesaler to whom the brewer will deliver the malt liquor, and (vi) a statement by the brewer to the effect that to the brewer's knowledge all requirements of this section have been or will be complied with; and

(9) the commissioner has not notified the brewer filing the notice under clause (8) that the commissioner disapproves the notice.

(b) For purposes of this subdivision, "licensed retailer" means a licensed on-sale or off-sale retailer of alcoholic beverages and a municipal liquor store.

ACKNOWLEDGEMENT OF RECEIPT OF POLICY

I acknowledge that I have received a copy of the Milaca Liquor Store Policy.

I understand it is my responsibility to be familiar with and comply with the requirements of this policy.

I understand that violations of this policy will result in disciplinary measures that may include reprimands, suspension and termination.

I, _____, AN EMPLOYEE OF THE City of Milaca acknowledge that I have received a copy of the City of Milaca's Municipal Liquor Store Policy.

Milaca Economic Development Committee

Meeting June 16, 2017

7:30 a.m. City Hall

Present- Joe Cronin, John Creasy, Ken Muller, Joe Tapp, Jeff Brown, and City Manager-Tammy Pfaff

Call to Order

The meeting was called to order by Joe Cronin.

Reading of the Minutes from April 21st, 2017.

General Discussion- Joe Cronin introduced to the committee the City Manager Tammy Pfaff.

Joe Cronin voiced disappointment with the county economic grants and that he was not sure if we would receive any grant money.

Joe also stated that Rich Melvin will be retiring from the Chamber of Commerce but will be working until the end of June and that they have received applications for the position.

Industrial Park Lots- Pfaff stated that we have some interest in the industrial park lots and that we will at some point have to finish the utilities in this area. Pfaff created a flyer for the industrial park lots to help promote the property and stated that these flyers will also be distributed by DEED at tradeshow.

Hotel Lodging Tax- Pfaff explained to the committee that by the council adopting an ordinance for lodging tax it would help promote the city and that the chamber would receive 95% of the tax to be used to promote the city and help offset staffing needs. Pfaff explained that the city would be the fiscal agent for this and that the city would retain 5% for administering the ordinance and the required reporting to the state. Pfaff informed the committee that the chamber board will need to submit a letter requesting and in support of the council adopting a lodging tax.

Pfaff also updated the committee on development within the city, and stated that we have a company interested in purchasing a lot in the industrial park. Other items discussed were the housing and that there are multiple housing projects starting this year.

Other items for discussion were the potential that we may have a radio station in the city. Pfaff stated that KBK owners called and are looking at purchasing a building to have a radio station and possibly an internet company all within the same location and will be meeting with them to discuss this further.

Pipeline information- Pfaff stated that she will be attending a meeting in Mora in regards to the pipeline and seeks more information at that time.

Milaca Economic Development Committee

Meeting June 16, 2017

7:30 a.m. City Hall

Page 2

Sidewalks- It was the consensus of all present that the sidewalks need to be reviewed and assessed to get them repaired and also that street projects should be coordinated with the county when they involve their roads.

City Parking- the group discussed the parking spaces and the need to find solutions to get additional parking space in the downtown area. They were interested in how many spots were removed and how many handicap parking spaces are needed and suggested that we evaluate what we have and what is needed for parking.

Cameras in the park. The committee was updated on the recent damage to the park and that the city will be updating the camera system and will be purchasing a better system.

Adjourn- 8:53 a.m.

Next Meeting July 21, 2017

Respectfully Submitted

Tammy Pfaff
City Manager

June 28, 2017

Milaca Airport Commission Meeting

6:00- Called to order by Steve Nelson

Old Business: No old business

New Business: Introductions were given around the room for new attendees.

We established the commission roster with the addition of Tim Ammerman (with the city councils acceptance) to replace Ken Muller.

The roster will be : Steve Nelson –Chairmen

Leo Vos

Doug Osten

Dave Smith

Tim Ammerman.

The Milaca airport Fly-In was discussed and arraignments are is on track for the August 6th Fly-In.

Tammy Pfaff asked for airport improvement ideas. A list was made including Equipment upgrades, Airport maintenance and expansion.

Tammy proposed a fund for such items so we can take advantage of the MnDot funding when available. All were in favor.

Gary Judd and Ken Muller suggested a Special overweight permit for trucks on the taxiway when needed. This could help with new construction on the existing taxiway with the current 3 ton per axel limit.

Gary Judd addressed the sale of his property to the city for the airport expansion plan. He would estimate a sale to be two years out .

With no other business Leo Vos motioned to adjourn and was seconded by Doug Osten .

The meeting was adjourned at 6:55 with four members present and one to be approved.

Also attending guests were : Pete Peterson, Tammy Pfaff, Gary Judd, Steve Burklund, Ken Muller, Judy Muller, Maynard Smith, Mike Smith and Delaine Jones.

Respectfully submitted,

Steve Nelson

Minutes

Joint Powers Board

City of Milaca & City of Braham

June 26th, 2017

Time- 3:30 P.M.

Location-Braham City Hall

Present: Braham Mayor Patricia Carlson, Braham City Administrator Sally Hoy, Milaca Mayor Pete Pedersen and Milaca City Manager Tammy Pfaff. Others present: Building Official Marshall Lind.

Call to Order.

The meeting of the Joint Powers Board of the Cities of Milaca and the City of Braham was called to order by Chairperson Patricia Carlson.

Approval of the Minutes of March 16th, 2017 were reviewed and upon a motion by Pederson and seconded by Hoy. The minutes are approved. All in favor, motion carried.

Pedersen made a motion to appoint a new secretary to be Tammy Pfaff, the motion was then seconded by Carlson. All in favor, motion carried.

General Discussion.

The meeting proceeded with discussion lead by Pederson to inform Braham that the city will be looking at an ordinance to have the building official conduct rental inspections. It was deemed to be necessary after an incident when it was discovered that a rental facility had been cited for 19 violations by the State Fire Marshal. Pedersen stated that the police chief and the building official brought this before the city council at the last council meeting and the city council is in favor of this ordinance and will have this go before the planning and zoning commission for review. Lind explained that he had been in contact with the City of Foley and that they adopted the ordinance. Pedersen asked that the City of Braham consider adopting this ordinance to be the same and keep it equal between the job duties as this will add to Lind job duties and that we would have a fee to offset the job duties. Hoy asked if Lind would check with the City of Foley for the benefits and the drawback to having this ordinance in place.

Pedersen asked if we had the contract with Foreston and Lind stated that we have contracts with Pease and Foreston and also with Royalton and Chengwatana. Lind commented that he is in the process of getting a contract with the City of Mora for the purpose of covering when the Mora building official is on vacation. It was discussed that the fees received for this service would be put into the Joint Powers fund.

Vehicle Discussion-

Pfaff asked when the next vehicle would be purchased, and stated that the scheduled purchase is set for budget year 2017. Hoy asked what the condition of the car we have is and Lind stated it has 110,000 miles and has rust above the wheels. Pfaff informed them that they have over \$91,000 available for the purchase and it was determined that we will wait until fall to look for a vehicle at the Braham Ford dealership. Lind will bring back a cost estimate at that time. Pedersen made a

Minutes

Joint Powers Board

City of Milaca & City of Braham

June 26th, 2017

Time- 3:30 P.M.

Location-Braham City Hall

Page 2

motion to purchase the vehicle in the fall and the motion was then seconded by Carlson. All in favor, motion carried.

2018 Budget-

The budget is to be created by Hoy and Pfaff and they will communicate by phone and email to work on the 2018 budget so that it will be adopted by August 1st.

Adjourn

With no other business, a motion to adjourn was made by Hoy and seconded by Carlson at 4:03 p.m. All in favor, motion carried.

Respectfully Submitted:

Tammy Pfaff-Recording Secretary and City Manager City of Milaca

APPLICATION FOR PERMIT FOR
OFF PREMISES SALES FOR EXISTING ON SALE
INTOXICATING LIQUOR LICENSEE

State of Minnesota
County of Mille Lacs
City of Milaca

\$100.00 Application Fee

PLEASE CHECK ONE OF THE FOLLOWING: Partnership Corporation Individual

I, ANNETTE M. BEUDTSEN, hereby make application for the
(Applicant's Name)

DBA: JUGGERS GRILL & BAR for a Permit for Off Premises Sales of
(Name of Business/Organization)

such liquor under and pursuant to an ordinance (resolution) passed by City of Milaca, County of Mille Lacs; and Chapter 340A, Minnesota Statutes, as amended, providing for licensing and regulating the sale of intoxicating liquor.

Business/Organization Address:

130 CENTRAL AVE SO. MILACA, MN 56353
Street Address City State Zip

Business/Organization was incorporated in 2003 in the State of MN and is authorized to do business in Minnesota.
(Year)

This license is for sale the following dates: 8/25/2017 to 8/25/2017 in connection with the following event:

FIRST NATIONAL BANK OF MILACA STREET DANCE

Location of temporary sales: 190 2nd Ave SW Milaca MN 56353

Time of sale: from 4:00 a.m./p.m. to ~~2:00~~ 11:30 pm AB

Gambling or gambling devices will not be permitted.

Applicant has not had an application for license rejected.

Applicant has no intention or agreement to transfer the license to another person.

Applicant submits the following names of persons, including a bank for reference with which he/she has had business relations as follows:

FIRST NATIONAL BANK OF MILACA

I hereby solemnly swear that the foregoing statements are true and correct to the best of my knowledge and that I agree to comply with all the provisions of the ordinance under which this license is granted.

ANNETTE M. BEUDTSEN
Applicant Name (Printed)

Annette M. Beudtzen
Applicant's Signature

7/12/2017
Date

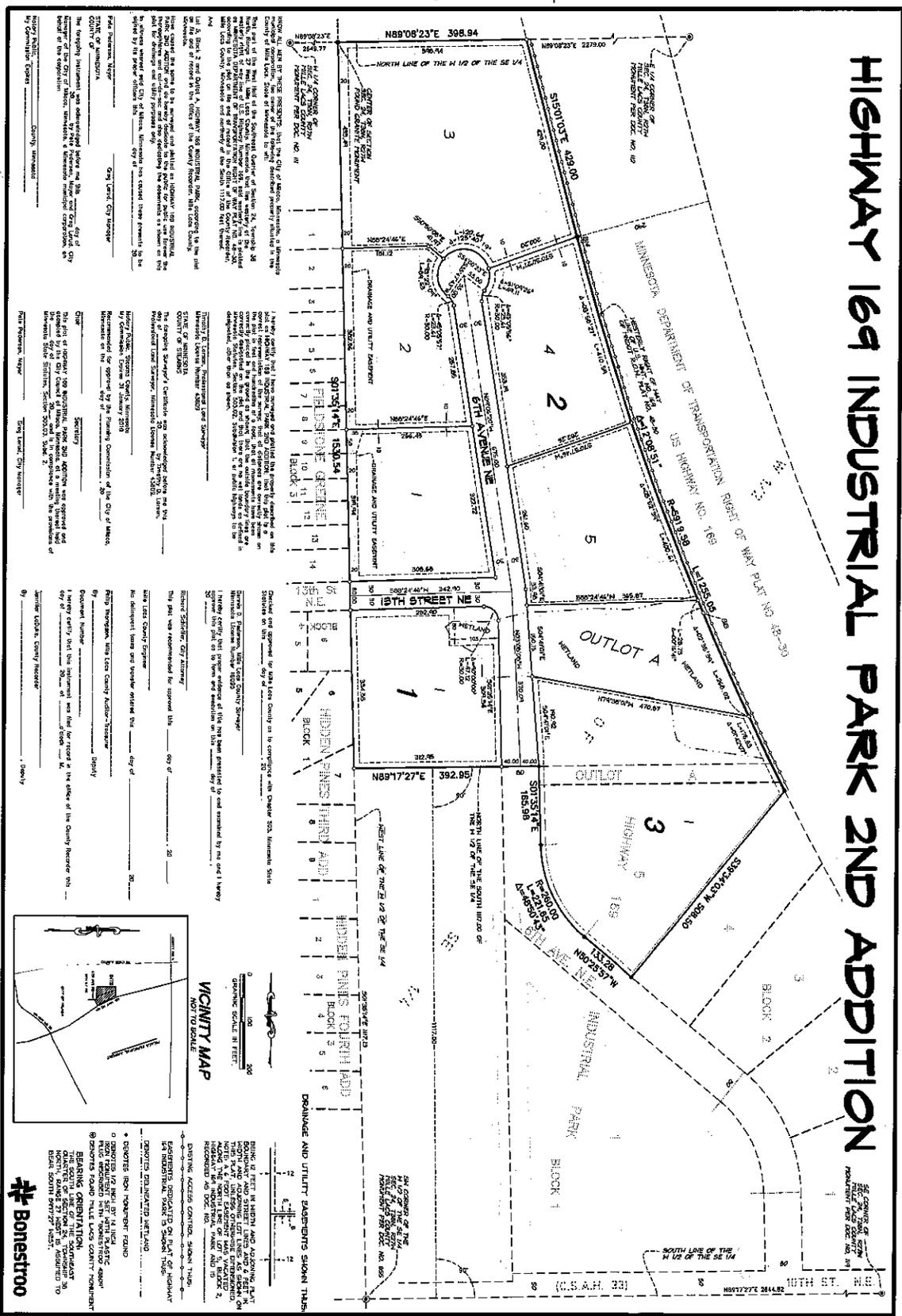
NOTE: Licenses may be issued only to organizations who are organized in the United States and who have a local presence.

Please attach a certificate of insurance

CITY OF MILACA
255 1ST STREET EAST
MILACA MN 56353
(320) 983-3141
(320) 983-3142 FAX

HIGHWAY 169 INDUSTRIAL PARK 2ND ADDITION

- LOT AREAS SF +/-
- BLOCK 1
- LOT 1 109,238
- BLOCK 2 79,992
- LOT 1 50,080
- LOT 2 10,000
- LOT 3 10,000
- LOT 4 10,000
- LOT 5 10,000
- LOT 6 10,000
- LOT 7 10,000
- LOT 8 10,000
- LOT 9 10,000
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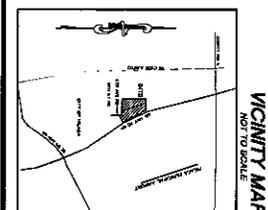
THESE LOTS ARE TO BE USED FOR INDUSTRIAL PURPOSES, AND THE CITY ENGINEER HAS REVIEWED THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS FOR INDUSTRIAL LOTS. THE CITY ENGINEER HAS ALSO REVIEWED THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS FOR INDUSTRIAL LOTS.

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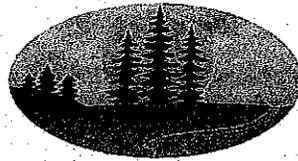
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Bonestroo

INDUSTRIAL PARK PROPERTIES					
PID	LEGAL	ACRES	TAX VALUE	TAXES	SELLING PRICE
21-362-0010	LOT 1 BLOCK 1 HWY 169 IND PART 1ST ADD	6.03	25900	2070	
21-363-0010	LOT 1 BLOCK 1 HWY 169 IND PART 2ND ADD	2.41	23700	1106	
21-363-0020	LOT 1 BLOCK 2 HWY 169 IND PART 2ND ADD	2.11	23400	1097	
21-363-0030	LOT 2 BLOCK 2 HWY 169 IND PART 2ND ADD	2.07	23400	1094	
21-363-0040	LOT 3 BLOCK 2 HWY 169 IND PART 2ND ADD	4.58	25900	1169	
21-363-0050	LOT 4 BLOCK 2 HWY 169 IND PART 2ND ADD	2.34	23600	1043	
21-363-0060	LOT 5 BLOCK 2 HWY 169 IND PART 2ND ADD	2.5	23800	1106	

CITY OF MILACA
255 1st St E
MILACA MN 56353



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

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

- Peddler Application:** A person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place, for the purpose of offering for sale, displaying or exposing for sale, selling or attempting to sell, and delivering immediately upon sale, the goods, wares, products, merchandise or other personal property that the person is carrying or otherwise transporting. The term *PEDDLER* shall mean the same as the term *HAWKER*. Fee of \$50.00
- Solicitor Application:** A person who goes from house-to-house, door-to-door, business-to-business, street-to-street, or any other type of place-to-place, for the purpose of obtaining or attempting to obtain orders for goods, wares, products, merchandise, other personal property, or services, of which he or she may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a later time. The absence of samples or catalogs shall not remove a person from the scope of this provision if the actual purpose of the person's activity is to obtain or attempt to obtain orders as discussed above. The term shall mean the same as the term *CANVASSER*. Fee of \$50.00
- Transient Merchant Application:** A person who temporarily sets up business out of a vehicle, trailer, boxcar, tent, other portable shelter, or empty storefront for the purpose of exposing or displaying for sale, selling or attempting to sell, and delivering, goods, wares, products, merchandise, or other personal property and who does not remain or intend to remain in any one location for more than 14 consecutive days. Fee of \$50.00

NAME OF APPLICANT: LAUMA RIKMANE
FIRST FULL MIDDLE LAST

OTHER OFFICIAL NAMES USED BY APPLICANT: 289 GRANDVIEW AVE W

PERMANENT ADDRESS: ROSEVILLE MN 55113
CITY STATE ZIP

APPLICANT HOME PHONE: _____ APPLICANT CELL PHONE: ~~XXXXXXXXXX~~

APPLICANT IS: Individual Partnership Corporation Other Organization

FULL NAME OF BUSINESS OR ORGANIZATION: SOUTHWESTERN ADVANTAGE

BUSINESS ADDRESS: 2451 ATRIUM WAY NASHVILLE TN 37214
CITY STATE ZIP

BUSINESS TELEPHONE: 888 602 7867 BUSINESS CELL PHONE: _____

Are you a U.S. citizen? Yes No

If employed, name of employer: _____

Address of employer: _____

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

- Is Partnership, Corporation or Other Organization organized under Minnesota Law? _____ Yes _____ No
- a) If no, State in which organized: _____
- b) Is Organization authorized to do business in Minnesota: _____ Yes _____ No
- c) Attach a copy of Certificate of Authority to transact business in Minnesota.

Address of registered office of registered agent in State of Minnesota:

City State Zip

Attach a list of each agent or employee of the applicant who will transact business within the City of Milaca on behalf of the applicant. If you checked Peddler Applicant on front page, each person must also submit a Background Consent Form. Please make copies if needed.

Name Address Telephone Number Driver's License # (along with a copy of license)

Type of business to be conducted: SELLING CHILDREN'S BOOKS , DOOR TO DOOR

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

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

Length of time license is desired: 30 Days from 07/21 to 08/21
(6 month maximum) _____ Months from _____ to _____

Describe vehicle(s) to be used, if any:
[REDACTED] 2013 CHEVY SPARK GREEN [REDACTED]
VIN # Year Make Color License #

VIN # Year Make Color License #

Please list last 3 cities you have been in: PRINCETON, BECKER, ANOKA

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

[Signature]
Applicant's Signature

07/17/2017
Date

INCLUDE THE FOLLOWING WITH APPLICATION:

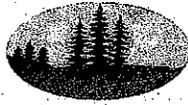
- PERMIT FOR RETAIL SALES (If applicable)
- BACKGROUND CONSENT FORM
- Certificate of Authority to transact business in Minnesota

Date Paid: 07.17.17 Cash Check Credit Card \$ 50.00

Approved/Denied by: _____ Date _____

UPDATED: June 2017

dKatke@milacacity.com



CITY OF MILACA SPECIAL EVENT PERMIT APPLICATION

Permit No. _____
Return to City Hall By: _____
Date of Application: <u>07.18.17</u>

NAME OF SPECIAL EVENT: Family Freedom Festival

TYPE OF SPECIAL EVENT: Parade _____ Runs/Walks _____ Other: Open to Veterans and public

Applicant's or Organization's Name: Siemers-Hakes VFW Auxiliary Post 10794

Name of Contact Person: Deann Reynolds Daytime Phone: 320-983-5245

Address: 16937-100th Ave Evening Phone: 320-983-5245

Milaca, MN 56353 Fax Phone #: _____

Email Address: deann_reynolds@yahoo.com

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

Starting Date Sept. 30th, 2017 Starting Time 10 am

Ending Date Sept. 30th, 2017 Ending Time 4 pm

Estimated Number of Participants Attending the Event open to public Free event

Number of Sanitary Facilities NONE Sanitary Locations public bathrooms

Where will Individuals Park parking lot and street

Will Security Be Provided Yes No Explain Arrangements: _____

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

How will drinking water be provided bottled water and pop

Will electricity be required, and if so, how will it be provided yes, at the shelter

How will refuse be disposed of use the garbage cans at the park shelter

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

REQUEST FOR CITY OF MILACA POLICE COVERAGE

Request is made for the Milaca Police Department to provide security for the following times:

Date: _____ Time _____ to _____
(Beginning) (End)

Date: _____ Time _____ to _____
(Beginning) (End)

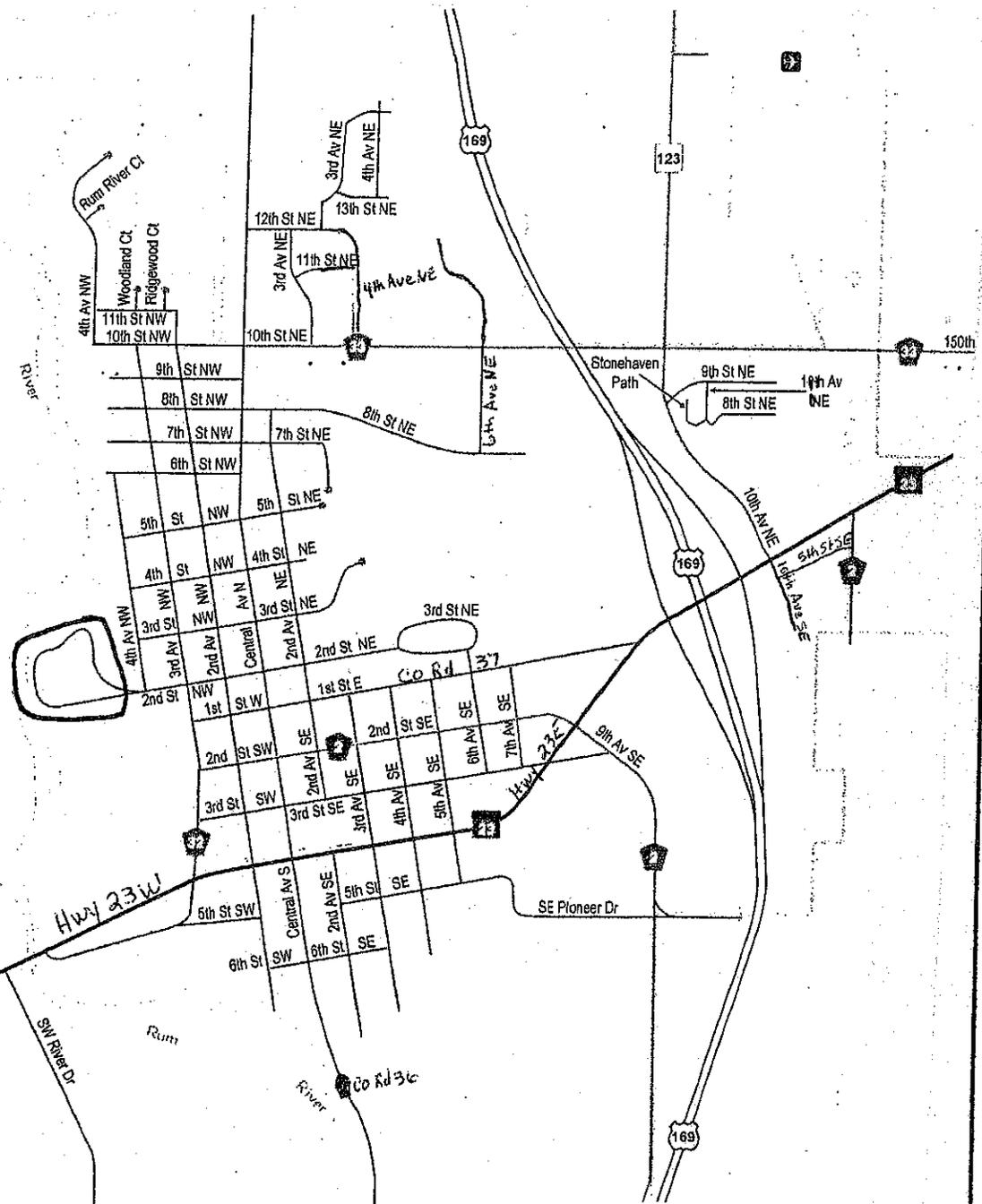
Date: _____ Time _____ to _____
(Beginning) (End)

DEFINED AREA OF EVENT

Provide a written description of all borders of jurisdiction for the event. Use the map below to highlight these borders. This will establish sole authority for all activities within this area.

Event will be held at the Rec park using the whole park for the Family Freedom Festival which is free to the public.

The whole park.



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

SIGN IF APPROVED

COMMENTS

City Administration

(date)

Milaca Police Dept.

(date)

Street Dept.

(date)

Building/Zoning Admin.

(date)

Parks Dept.

(date)

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

RECREATION SHELTER PERMIT



CITY OF MILACA
255 1ST ST E
Milaca MN 56353

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

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

Date of Event: Sept. 30, 2017

Day of Event: Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Time of Event: From 10 am To 4 pm

Name: Deann Reynolds

Address: 16937-100th Ave Milaca MN 56353
City ST Zip

Daytime Telephone: 320 983-5245

E-Mail: deann-reynolds@yahoo.com

Event: Family Freedom Festival

Approx. # of People: open to public

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

E

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

Hire Park

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

Method of Payment: Credit/Debit Card
 Check
 Cash

Confirmation # _____
Check # _____

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

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

- 3.2 MALT LIQUOR
 INTOXICATING BEER
 WINE

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