

**CITY OF MILACA  
CITY COUNCIL MEETING  
COUNCIL AGENDA  
March 21, 2019**

1. Call Meeting to Order 6:30 p.m.
2. Pledge of Allegiance
3. **OATH OF OFFICE- LINDSEE LARSEN**
4. Roll Call- Present: Mayor-Pete Pedersen\_\_ Council Members; Dave Dillan\_\_ Lindsee Larsen\_\_ Norris Johnson\_\_ Cory Pedersen\_\_  
Absent; \_\_\_\_\_
5. **Approval of Agenda** MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
6. **Consent Agenda** MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - A. Approval of the Minutes – February 21, 2019
  - B. Approval of Bills and Treasure’s Report
  - C. Resolution 19-12 Police Officer Declaration-Part-time status Henry Harris- Effective April 1<sup>st</sup>, 2019
  - D. Resolution 19-13 Renewal of Consumption and Display License for Back Alley Bowl, LLC
7. **Citizen Open Forum-**
8. **Requests and Communications-**
9. **PUBLIC HEARING-** 8<sup>th</sup> St. NE, 6<sup>th</sup> Ave NE & Cemetery Road Street Reconstruction Plan and the intent to issue General Obligation Street Reconstruction Bonds
10. **Ordinances and Resolutions-**
  - E. **Resolution 19-14-**Adopting a Street Reconstruction Plan and the Issuance of General Obligation Street Reconstruction Bonds with a bond term of \_\_\_\_\_ years. MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
11. **Reports of Departments, Boards and Commissions**
  - F. Police Department- Monthly Activity-
  - G. Parks Commission- **Resolution 19-15** Outdoor Recreation Grant Program MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - H. Public Works Department- Activity Report- CSAH 2 & 32 2<sup>ND</sup> ST NE-City Project Cost \$628,000 MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - I. Planning Commission – **Resolution 19-16** Approving Conditional Use Request to have Vehicle Sales in a Light Industrial District with conditions. MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - J. Economic Development Commission- Minutes February 25<sup>th</sup>- Goals for 2019
  - K. Fire Department- Advertise -Request for Proposals for a Fire Truck, 3000 Gallon Tanker-Pumper MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - L. Airport Commission- March 13<sup>th</sup> Mtg- No quorum- Update on the Airport Layout Plan
  - M. Airport Commission- Professional Services Agreement for Airport Engineer for Bolton and Menk INC. MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - N. MCAT-IF – TCI Phase 3
  - O. Joint Powers Board- No Activity
  - P. Safety Committee- Next Meeting March
12. **Unfinished Business**
13. **New Business-**
14. LMC Statutory Tort Liability Limits MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
15. Special Events Permits- Concerts July 21<sup>st</sup> and September 15<sup>th</sup> Lighthouse Fellowship MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
16. **Council Comments**
17. **Adjourn** \_\_\_\_\_ p.m. MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_



## OATH OF OFFICE

### OATH

*State of Minnesota*

SS:

*County of Mille Lacs*

*I, Lindsee Larsen, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will discharge faithfully the duties of the office of City Council of Milaca in the County of Mille Lacs, the State of Minnesota, to the best of my judgment and ability. So help me God.*

\_\_\_\_\_  
*Signature*

ATTEST:

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

\_\_\_\_\_  
Date

**MILACA CITY COUNCIL MINUTES  
FEBRUARY 21, 2019 MEETING**

**Call to Order Roll Call**

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

Councilors Absent:

Staff present: City Manager Tammy Pfaff, Police Chief Todd Quaintance, Officer Craig Elgin, City Attorney Damien Toven.

Also Present (Signed In) Tim Hennagir, Jesse Gerads, James and Roxanne Gerards, Andrea Mikla, Lindsee Larsen, Damien Patnode, Shannon Sailor, and Amber Kent.

**Approval of the Agenda**

Mayor Pedersen added Resolution 19-11 Designating a City Depository and Appointing a Broker for Professional Services to the consent agenda. On a motion by Johnson and seconded by Dillan, the agenda was approved. Motion carried unanimously.

**Consent Agenda**

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

- a) Minutes of the January 17, 2019 City Council Meeting.
- b) Bills for Payment
- c) Treasurer's Report
- d) Resolution 19-06 Unpaid fire call Lansing and Iaquinto \$250.00
- e) Resolution 19-07 Police Officer Declaration part-time status Craig Elgin
- f) Resolution 19-11 Designating a City Depository and Appointing a Broker for Professional Services

**Citizens Forum-** Present a Plaque to Ken Muller honoring his 10 years of public service as a council member.

Damien Patnode from the Milaca Schools was present to discuss the snowmobile trails and allowing access in to the north side of the school building. It was the consensus of the council to allow them to cross the south side of the trail to have access to and from the school as long as they stay on the trail. Damien Patnode explained they would have a policy in place at the next meeting with the school board.

**Public Hearing – None**

**Requests and Communications-** School Board Recognition Week. Amber Kent representing RISE presented before the council the program and the progress they have made getting the information to the public and the school students. Amber stressed the importance of educating the parents and students regarding underage drinking.

**Ordinances and Resolutions**

Resolution 19-08 Calling a Public Hearing for a Street Reconstruction Bond and a 5-Year Street Improvement Plan. Upon a motion by C. Pedersen and a second by Johnson the public hearing is set for March 21, 2019. Motion carried unanimously.

Resolution 19-09 Authorizing the preparation of plans and specifications for 2019 street reconstruction project. Mayor Pedersen called for a motion to approve the Resolution. Upon a motion by Johnson and seconded by Dillan, the resolution authoring the preparation of plans and specifications is approved. Motion carried unanimously.

Resolution 19-11 Filling a Council Vacancy by Appointment. Council members were given a list of the applicants from whom applications were received. Council members then proceeded to make a selection by marking which applicant they preferred. Mayor Pedersen collected the votes and announced the selection of Lindsee Larson with 3 votes and 1 vote for Tom Kvamme. Mayor Pedersen welcomed her to the city council position and that she would be attending the March meeting.

**Reports of Departments, Boards and Commissions**

**Police Department-** Council reviewed the monthly report. Oath of Office - the Police Chief Todd Quaintance performed the oath of office to Officer Craig Elgin.

**Parks Commission** – Mayor reviewed the parks activity and stated that they would like to do a Veterans Memorial. It was the consensus of the council to proceed with the project.

**Public Works Department-** Council reviewed the activity report as presented. Mayor Pedersen reviewed with the council the Safety Boot Policy as presented. Mayor Pedersen then called for a motion to approve the policy. Upon a motion by Johnson and seconded by Dillan the Safety Boot Policy was approved. Motion carried unanimously.

**Planning and Zoning Commission-** no meeting held.

**Economic Development Commission-** Next meeting February 25th

**Fire Department-**

**Airport Commission-** Next meeting March 13<sup>th</sup>. Mayor Pedersen then proceeded with appointing Lindsee Larson to the Airport Commission.

**MCAT** – Dillan stated they will be meeting on February 25<sup>th</sup> at 6:00 p.m. at city hall.

**Unfinished Business**

**New Business-**

Special Event Permit- Mille Lacs Soil and Water for Conservation Day May 15<sup>th</sup>. Upon a motion by Dillan and seconded by C. Pedersen the permit is approved. Motion carried unanimously.

**Council Comments**

Mayor Pedersen asked the council for comments:

Johnson- none

Dillan- Stated the trails look good. Gave thanks to Ken Muller for his time and effort on the council.

C. Pedersen- Thanked Ken Muller for his time as a council member.

**Adjourn**

With no other business presented before the council, a motion to adjourn was made by C. Pedersen, seconded by Johnson, all present voted in favor and the meeting adjourned at 7:16 p.m.

Motion carried unanimously.

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

ATTEST:

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

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

	<b>Name</b>	<b>Check Date</b>	<b>Check Amt</b>	<b>Description</b>
Paid Chk# 819039E	EFTPS-STATE TAXPAYMENT	2/20/2019	\$2,193.26	STATE W/H
Paid Chk# 819040E	EFTPS-STATE TAXPAYMENT	2/20/2019	\$149.53	STATE W/H
Paid Chk# 819047E	ENDICIA ACCOUNTING	2/20/2019	\$500.00	POSTAGE FOR METER
Paid Chk# 819048E	EFTPS-STATE TAXPAYMENT	3/5/2019	\$2,325.44	STATE W/H
Paid Chk# 819049E	EFTPS-STATE TAXPAYMENT	3/5/2019	\$149.53	STATE W/H
Paid Chk# 819056E	CENTERPOINT ENERGY	3/21/2019	\$4,594.85	NATURAL GAS
Paid Chk# 819057E	EAST CENTRAL ENERGY	3/7/2019	\$13,799.18	ELECTRIC
Paid Chk# 819058E	MILACA LOCAL LINK	3/20/2019	\$294.74	PHONE SERVICE
Paid Chk# 819059E	INCONTACT INC	3/30/2019	\$53.82	LONG DISTANCE SERVICE
Paid Chk# 819060E	FURTHER	3/6/2019	\$250.00	ELGIN-MARCH CONTRIBUTION
Paid Chk# 819061E	MIDCONTINENT	3/11/2019	\$85.00	INTERNET-MAR 2019
	<b>Total Checks</b>		<b>\$24,375.35</b>	

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

	Name	Check Date	Check Amt	Description
Paid Chk# 044950	AMAZON	2/26/2019	\$1,271.14	TOILET PAPER-CITY
Paid Chk# 044951	BLUE CROSS BLUE SHIELD OF MINN	2/26/2019	\$13,825.97	MEDICAL INSUR-MARCH 2019
Paid Chk# 044952	DELTA DENTAL OF MINNESOTA	2/26/2019	\$33.50	PED DENTAL-MARCH 2019
Paid Chk# 044953	FAMILY HERITAGE LIFE INS CO	2/26/2019	\$79.00	SUPPL LIFE INS - FEB 2019
Paid Chk# 044954	HARTMAN, PAMELA	2/26/2019	\$10.00	REIMB-FINGERPRINTING-S RAMLER
Paid Chk# 044955	L.E.L.S.	2/26/2019	\$255.00	POLICE UNION DUES-FEB 2019
Paid Chk# 044956	MN BENEFIT ASSOCIATION	2/26/2019	\$572.08	LIFE/DENTAL-MARCH 2019
Paid Chk# 044957	MN RURAL WATER ASSOC	2/26/2019	\$720.00	ANNL TRNG-W JOHNSON
Paid Chk# 044958	TENVOORDE FORD, INC.	2/26/2019	\$41,931.52	2019 FORD F250 XL
Paid Chk# 044959	UNUM LIFE INSURANCE CO	2/26/2019	\$640.97	LIFE, STD, LTD-MARCH 2019
Paid Chk# 044960	VERIZON WIRELESS	2/26/2019	\$686.02	FEB WIRELESS ROUTER SVC
Paid Chk# 044961	VISA	2/26/2019	\$684.00	DESERT SNOW TRNG-ISAACSON-10/2
Paid Chk# 044962	U.S. POSTAL SERVICE	2/26/2019	\$244.10	FEB BILLINGS
Paid Chk# 044963	BUREAU OF CRIM APPREHENSION	3/6/2019	\$33.25	BKGRND CHK-A CAIN
Paid Chk# 044964	FRONTIER	3/6/2019	\$768.04	PHONE SVC-WATER
Paid Chk# 044965	JIM'S MILLE LACS DISPOSAL	3/6/2019	\$122.96	GARBAGE-CITY
Paid Chk# 044966	MILACA BLDG CENTER	3/6/2019	\$112.49	SHOVEL-CITY
Paid Chk# 044967	MILLE LACS CO. SHERIFF	3/6/2019	\$10.00	FINGERPRINTING-A CAIN
Paid Chk# 044968	ALL STAR TROPHY & AWARDS, INC.	3/21/2019	\$105.00	PLAQUE-MULLER
Paid Chk# 044969	AMERIPRIDE	3/21/2019	\$139.75	RUGS-DEP REG
Paid Chk# 044970	ASPEN MILLS	3/21/2019	\$324.83	BADGES-FIRE DEPT
Paid Chk# 044971	AW RESEARCH LABORATORIES	3/21/2019	\$66.00	TESTING-WATER
Paid Chk# 044972	BEAUDRY OIL & PROPANE CO.	3/21/2019	\$157.05	TRANSMISSION FLUID-PW
Paid Chk# 044973	BELFORD, MYRON	3/21/2019	\$15.00	OVERPMT-320 5TH AVE SE
Paid Chk# 044974	BILLINGS SERVICE	3/21/2019	\$3,759.55	GAS-PW
Paid Chk# 044975	BILLINGS, SHERIE	3/21/2019	\$25.00	MARCH PLANNING COMMISSION
Paid Chk# 044976	BOLTON & MENK INC	3/21/2019	\$10,230.00	2018 ALP UPDATE
Paid Chk# 044977	BRUNETTE, DOLORES	3/21/2019	\$23.20	REIMB-MLG AAMVA TRNG-3/4
Paid Chk# 044978	CENTRAL FLEET SERVICE	3/21/2019	\$91.80	DOT TRUCK INSPECTION-2006 MACK
Paid Chk# 044979	CORNER MART	3/21/2019	\$1,811.44	GAS-JP
Paid Chk# 044980	CUSTOM STITCH AND DESIGN	3/21/2019	\$363.00	JACKETS/SHIRTS/SWEATSHIRTS W/L
Paid Chk# 044981	DOVE FRETLAND PLLP	3/21/2019	\$3,581.20	CIVIL RETAINER-FEB 2019
Paid Chk# 044982	E.C.M. PUBLISHERS, INC.	3/21/2019	\$779.82	TOURISM COORD AD
Paid Chk# 044983	EMERGENCY RESPONSE SOLUTION	3/21/2019	\$563.57	PARTS-FIRE DEPT
Paid Chk# 044984	FAIRVIEW HEALTH SERVICES	3/21/2019	\$76.00	C ELGIN PHYSICAL
Paid Chk# 044985	FIRE INSTRUCTION & RESCUE ED.	3/21/2019	\$500.00	OSHA REFRESHER
Paid Chk# 044986	GALL'S INC.	3/21/2019	\$1,348.40	BADGES
Paid Chk# 044987	GK CONSULTING LLC	3/21/2019	\$847.00	SSL CERTIFICATE
Paid Chk# 044988	GOPHER STATE ONE-CALL, INC.	3/21/2019	\$6.75	FEB LOCATES
Paid Chk# 044989	GRANITE ELECTRONICS	3/21/2019	\$5,662.00	PAGERS (12)-FIRE
Paid Chk# 044990	GRANITE LEDGE ELECTRIC	3/21/2019	\$368.00	SUPPLIES-PW
Paid Chk# 044991	HABERMAN, DIONNE	3/21/2019	\$150.80	FEB 2019 OGILVIE MILEAGE
Paid Chk# 044992	HARLICKER, SCOTT	3/21/2019	\$25.00	MARCH PLANNING COMMISSION
Paid Chk# 044993	HJORT EXCAVATING	3/21/2019	\$3,847.50	SNOW REMOVAL-FEB
Paid Chk# 044994	HY-TECH AUTOMOTIVE	3/21/2019	\$532.70	SQUAD 16 MAINT/REPAIR-IGNITION
Paid Chk# 044995	ISAACSON, JACOB	3/21/2019	\$20.02	GAS-POLICE-2/21
Paid Chk# 044996	JEFFERSON FIRE & SAFETY, INC	3/21/2019	\$234.00	PARTS-FIRE

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

	<b>Name</b>	<b>Check Date</b>	<b>Check Amt</b>	<b>Description</b>
Paid Chk# 044997	KIRKEBY, GARY	3/21/2019	\$40.00	REIMB PARKING-MN RURAL WATER C
Paid Chk# 044998	KOCH'S HARDWARE HANK	3/21/2019	\$1,174.87	SHOP SUPPLIES-PW
Paid Chk# 044999	M.E. PLUMBING & HEATING	3/21/2019	\$253.00	PRESS SWITCH REPAIR-FIRE
Paid Chk# 045000	MILACA AUTO VALUE	3/21/2019	\$372.98	SQUAD REPAIR
Paid Chk# 045001	MILACA CHAMBER OF COMMERCE	3/21/2019	\$508.82	JAN 19 LODGING TAX
Paid Chk# 045002	MILLAM, JOEL	3/21/2019	\$25.00	MARCH PLANNING COMMISSION
Paid Chk# 045003	MILLE LACS CO. - AUDITOR	3/21/2019	\$10,301.00	2018 ASSESSOR FEE
Paid Chk# 045004	MILLE LACS CO. SHERIFF	3/21/2019	\$2,675.00	2019 PORTABLE RADIO
Paid Chk# 045005	MN COMPUTER SYSTEMS, INC.	3/21/2019	\$146.81	COPIER MAINTENANCE-DEP REG
Paid Chk# 045006	MN DEPT OF HEALTH	3/21/2019	\$1,590.00	1ST QTR TEST FEE
Paid Chk# 045007	PFAFF, TAMMY	3/21/2019	\$183.73	REIMB MLG-2/19-3/6
Paid Chk# 045008	POWERPLAN	3/21/2019	\$82.08	PARTS-PW
Paid Chk# 045009	QUILL CORPORATION	3/21/2019	\$306.09	PAPER-SEWER
Paid Chk# 045010	RWB EMERGENCY LIGHTING	3/21/2019	\$633.96	LIGHTS FOR NEW TRUCK
Paid Chk# 045011	SMITH, CHRISTOPHER	3/21/2019	\$368.04	REIMB-MANKATO FIRE SCHOOL-3/1-
Paid Chk# 045012	STANTEC	3/21/2019	\$2,630.64	2019 SEAL COAT PROJECT
Paid Chk# 045013	TENVOORDE FORD, INC.	3/21/2019	\$31,908.99	2019 FORD EXPLORER-POLICE
Paid Chk# 045014	TIMMER IMPLEMENT	3/21/2019	\$80.00	LOADER PARTS-PW
Paid Chk# 045015	USA BLUEBOOK	3/21/2019	\$264.16	CHART PAPER-SEWER
Paid Chk# 045016	WEINREICH, JACOB	3/21/2019	\$28.87	GAS-PW
Paid Chk# 045017	WEYER ELECTRIC LLC	3/21/2019	\$1,240.00	REPLACE EXISTING LIGHTS WITH L
Paid Chk# 045018	ZIEGLER, ANDY	3/21/2019	\$114.69	REIMB MEALS-MANKATO FIRE SCHOO
	<b>Total Checks</b>		<b>\$152,583.15</b>	

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

	<b>Name</b>	<b>Check Date</b>	<b>Check Amt</b>	<b>Description</b>
Paid Chk# 919011E	EAST CENTRAL ENERGY	3/7/2019	\$1,857.48	ELECTRIC
Paid Chk# 919012E	CENTERPOINT ENERGY	3/13/2019	\$762.04	NATURAL GAS
Paid Chk# 919013E	MN DEPT OF REVENUE	3/20/2019	\$14,943.00	LIQUOR SALES TAX
Paid Chk# 919014E	MILACA, CITY OF	3/15/2019	\$32.70	WATER/SEWER
Paid Chk# 919015E	HIBU	3/1/2019	\$129.99	WEB HOSTING-MAR 2019
	<b>Total Checks</b>		<u>\$17,725.21</u>	

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

	Name	Check Date	Check Amt	Description
Paid Chk# 024757	AMAZON	2/26/2019	\$70.18	PRINTER TONER
Paid Chk# 024758	VERIZON WIRELESS	2/26/2019	\$41.52	FEB DIGITAL SIGN
Paid Chk# 024759	BERNICKS	2/28/2019	\$2,293.74	NA
Paid Chk# 024760	BREAKTHRU BEVERAGE MN	2/28/2019	\$2,019.14	BEER
Paid Chk# 024761	BRITZ STORE EQUIPMENT	2/28/2019	\$6,937.69	ADDITIONAL SHELVING-BEER COOLE
Paid Chk# 024762	C & L DISTRIBUTING CO.	2/28/2019	\$29,061.89	BEER
Paid Chk# 024763	DAHLHEIMER DISTRIBUTING CO.	2/28/2019	\$28,240.17	WINE
Paid Chk# 024764	JOHNSON BROTHERS LIQUOR	2/28/2019	\$17,608.14	WINE
Paid Chk# 024765	PAUSTIS WINE CO.	2/28/2019	\$1,029.75	DELIVERY
Paid Chk# 024766	PHILLIPS WINE AND SPIRITS	2/28/2019	\$7,631.05	WINE
Paid Chk# 024767	SOUTHERN GLAZERS OF MN	2/28/2019	\$7,173.16	LIQUOR
Paid Chk# 024768	THE WINE COMPANY	2/28/2019	\$167.00	DELIVERY
Paid Chk# 024769	VINOCOPIA	2/28/2019	\$695.50	DELIVERY
Paid Chk# 024770	WINE MERCHANTS	2/28/2019	\$1,136.50	DELIVERY
Paid Chk# 024771	AMERIPRIDE	3/14/2019	\$249.54	RUGS
Paid Chk# 024772	BERNICKS	3/14/2019	\$1,565.60	BEER
Paid Chk# 024773	CRYSTAL SPRINGS ICE	3/14/2019	\$129.60	ICE
Paid Chk# 024774	FRONTIER	3/14/2019	\$145.33	MARCH SERVICE
Paid Chk# 024775	GODFATHER'S EXTERMINATING	3/14/2019	\$51.45	PEST CONTROL
Paid Chk# 024776	VOID CHECK	3/14/2019	\$0.00	
Paid Chk# 024777	JEYS, VICTORIA	3/14/2019	\$122.72	REIMB PRICE CARDS
Paid Chk# 024778	JIM'S MILLE LACS DISPOSAL	3/14/2019	\$67.86	REFUSE COLLECTION
Paid Chk# 024779	JOHNSON BROTHERS LIQUOR	3/14/2019	\$12,528.98	DELIVERY
Paid Chk# 024780	M. AMUNDSON LLP	3/14/2019	\$2,525.85	SUPPLIES
Paid Chk# 024781	PHILLIPS WINE AND SPIRITS	3/14/2019	\$862.85	DELIVERY
Paid Chk# 024782	QUILL CORPORATION	3/14/2019	\$34.01	PAPER
Paid Chk# 024783	RED BULL DISTRIBUTION CO INC	3/14/2019	\$263.50	NA
Paid Chk# 024784	VIKING BOTTLING CO.	3/14/2019	\$860.00	NA
Paid Chk# 024785	WATSON COMPANY	3/14/2019	\$1,122.22	TOBACCO
Paid Chk# 024786	GRANITE CITY JOBBING	3/14/2019	\$6,344.67	MISC
	<b>Total Checks</b>		<b>\$130,979.61</b>	

**CITY OF MILACA**  
**Council Monthly Budget Report**  
February 2019

<b>DEPT Descr</b>	<b>2019 YTD Budget</b>	<b>2019 YTD Amt</b>	<b>Balance</b>	<b>2019 % of Budget Remain</b>
Airport	\$99,075.00	\$28,464.03	\$70,610.97	71.27%
Assessing	\$10,600.00	\$27.00	\$10,573.00	99.75%
Auditing	\$7,250.00	\$0.00	\$7,250.00	100.00%
Building Inspection	\$48,960.00	\$47,671.13	\$1,288.87	2.63%
City Attorney	\$45,000.00	\$7,164.86	\$37,835.14	84.08%
City Hall	\$335,385.00	\$54,881.33	\$280,503.67	83.64%
City Manager	\$30,800.00	\$6,310.10	\$24,489.90	79.51%
Council	\$19,200.00	\$3,880.60	\$15,319.40	79.79%
Elections	\$0.00	\$0.00	\$0.00	0.00%
Fire Dept.	\$387,120.00	\$29,446.54	\$357,673.46	92.39%
Liaison Officer	\$84,850.00	\$15,327.10	\$69,522.90	81.94%
Libraries	\$26,810.00	\$5,181.67	\$21,628.33	80.67%
Ogilvie	\$63,805.00	\$14,152.69	\$49,652.31	77.82%
Parks	\$151,230.00	\$14,507.19	\$136,722.81	90.41%
Planning Comm.	\$1,000.00	\$127.32	\$872.68	87.27%
Police Dept.	\$545,285.00	\$147,285.52	\$397,999.48	72.99%
Public Works	\$300,635.00	\$66,641.95	\$233,993.05	77.83%
Recreation	\$2,500.00	\$3,193.88	(\$693.88)	-27.76%
Senior Center	\$6,700.00	\$532.97	\$6,167.03	92.05%
Treasurer	\$29,720.00	\$5,952.96	\$23,767.04	79.97%
Unallocated	\$7,200.00	\$0.00	\$7,200.00	100.00%
	\$2,203,125.00	\$450,748.84	\$1,752,376.16	79.54%

RESOLUTION NO. 19 – 12

POLICE OFFICER DECLARATION

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

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

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

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

BE IT FURTHER RESOLVED that this governing body hereby requests that the above-named employee be accepted as a member of the Public Employees Police and Fire Plan effective April 1, 2019, the date of this employee's part-time status.

Adopted this 21<sup>th</sup> day of March, 2019.

---

Mayor Harold Pedersen

ATTEST

---

Tammy Pfaff City Manager

RESOLUTION NO. 19-13

RESOLUTION APPROVING THE RENEWAL OF A CONSUMPTION AND DISPLAY (SET UP) LICENSE FOR BACK ALLEY BOWL, LLC

**WHEREAS**, Chad Wedell has applied for the renewal of a Consumption and Display (Set up) license for the Back Alley Bowl, LLC for the time frame of April 1, 2019 through March 31, 2020; and

**WHEREAS**, the City has received all the necessary documentation to process the application for Back Alley Bowl, LLC; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Milaca hereby approves renewal of the Consumption and Display (Set Up) license for Back Alley Bowl, LLC for the time frame of April 1, 2019 through March 31, 2020.

Adopted this 21<sup>st</sup> day of March, 2019.

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

ATTEST

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

CITY OF MILACA, MINNESOTA

NOTICE OF PUBLIC HEARING  
ON THE PROPOSAL TO ADOPT A STREET RECONSTRUCTION PLAN AND THE  
INTENT TO ISSUE GENERAL OBLIGATION STREET RECONSTRUCTION BONDS

Notice is hereby given that the City Council of the City of Milaca, Minnesota, will meet on March 21, 2019, at 6:30 p.m. at the Milaca City Hall, 255 First Street East, in Milaca, Minnesota, for the purpose of conducting a public hearing on (a) the proposal to adopt a five year street reconstruction plan and (b) the intent to issue not to exceed approximately \$550,000 general obligation street reconstruction bonds in 2019 under its street reconstruction plan to finance street reconstruction improvements described in the street reconstruction plan.

All persons may appear at the March 21, 2019, public hearing and present their views to the Council orally or in writing.

If a petition requesting a vote on the issuance of the general obligation street reconstruction bonds is signed by voters equal to five percent of the votes cast in the last municipal general election and is filed with the City Manager within 30 days of March 21, 2019, the City may issue the general obligation street reconstruction bonds only after obtaining the approval of a majority of the voters voting on the question of the issuance of the general obligation street reconstruction bonds.



Stantec Consulting Services Inc.  
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

March 15, 2019

Tammy Pfaff, Manager  
City of Milaca  
255 1<sup>st</sup> Street E  
Milaca, MN 56353

Re: **8th Street NE and 6th Avenue NE Improvements Project**  
**Approve Plans and Authorize Advertisement for Bids**

Dear Tammy,

Attached for your approval are plans and specifications for the 8th Street NE and 6th Avenue NE Improvements Project. This project also includes a bituminous overlay of the northern end of River Drive SW (Cemetery Road).

The improvements on 8<sup>th</sup> St. and 6<sup>th</sup> Ave. include removal of approximately 5-inches of the existing bituminous (by milling) and a bituminous overlay of 5-inches. Replacement of the existing concrete curb and gutter is not going to be part of the project. However, about 10-percent of the existing curb will be removed and replaced in the most distressed locations. No improvements are proposed for the existing sewer and water main.

The estimated total project costs for the improvements are still the same as presented previously in the Street Reconstruction Plan (see below). The estimated total project costs below include construction costs plus administrative and engineering costs of 19%. The estimated construction amount for the forthcoming bid is \$406,100.

**OPINION OF PROBABLE TOTAL PROJECT COSTS**

<u>Improvement</u>	<u>Estimated Cost</u>
8 <sup>th</sup> and 6 <sup>th</sup> Mill and Overlay	\$450,000
Cemetery road (SW River Drive)	\$ 35,000

The current project schedule is outlined below.

Authorize Preparation of Plans and Specifications	February 21, 2019
Public Hearing	March 21, 2019
Approve Plans / Authorize Advertisement for Bids	March 21, 2019
Receive/Open Bids	May 2, 2019
Award Construction Contract	May 16, 2019
Start Construction	June 2019
Substantial/Final Completion	Fall 2019

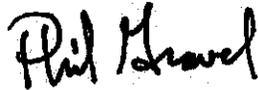
March 15, 2019  
City of Milaca  
Page 2 of 2

Reference: **8th Street NE and 6th Avenue NE Street Improvements Approve Plans and Authorize Advertisement for Bids**

**At this time, we request that the City formally Approve the Plans and Specification and Authorize Advertisement for Bids.**

Feel free to contact Chuck Boser or me if you have any questions. We'd be pleased to meet with you to review this information.

Regards,  
**Stantec Consulting Services Inc.**



**Phil Gravel**, Principal  
Phone: 612-712-2053  
Phil.Gravel@stantec.com

Attachment: Plans and specifications



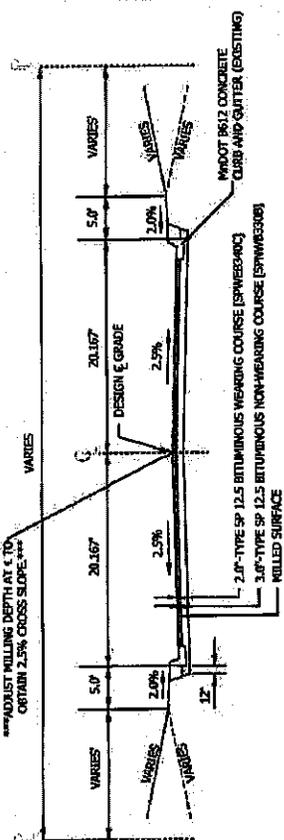




DATE: 08/11/2019  
 PROJECT: 2019 STREET PROJECT  
 SHEET: 6TH STREET & 6TH AVENUE ROADWAY SHEET

NO.	DATE	DESCRIPTION
1	08/11/2019	ISSUED FOR PERMIT
2		
3		
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C6.01

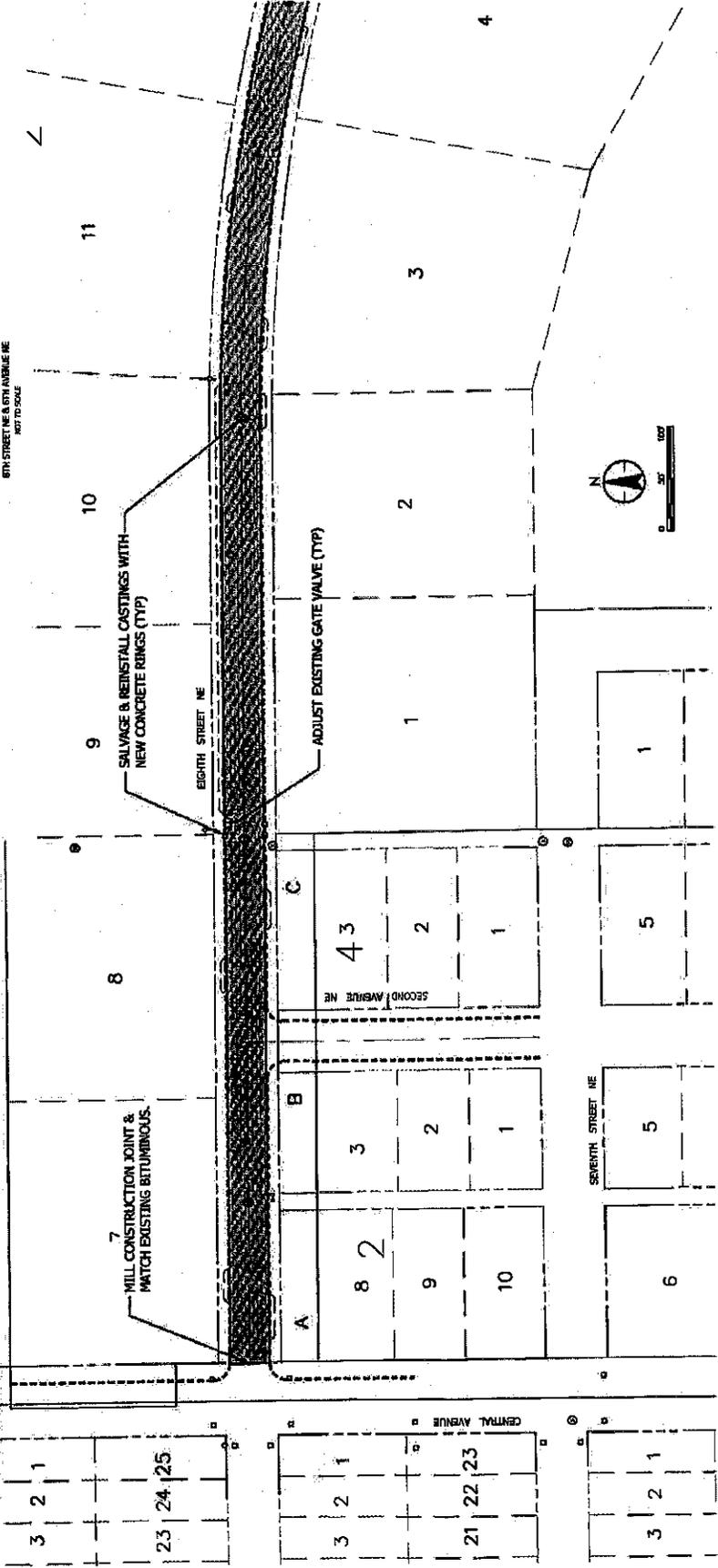


TYPICAL SECTION 1  
 6TH STREET W/ 6TH AVENUE NE  
 6TH TO 8TH

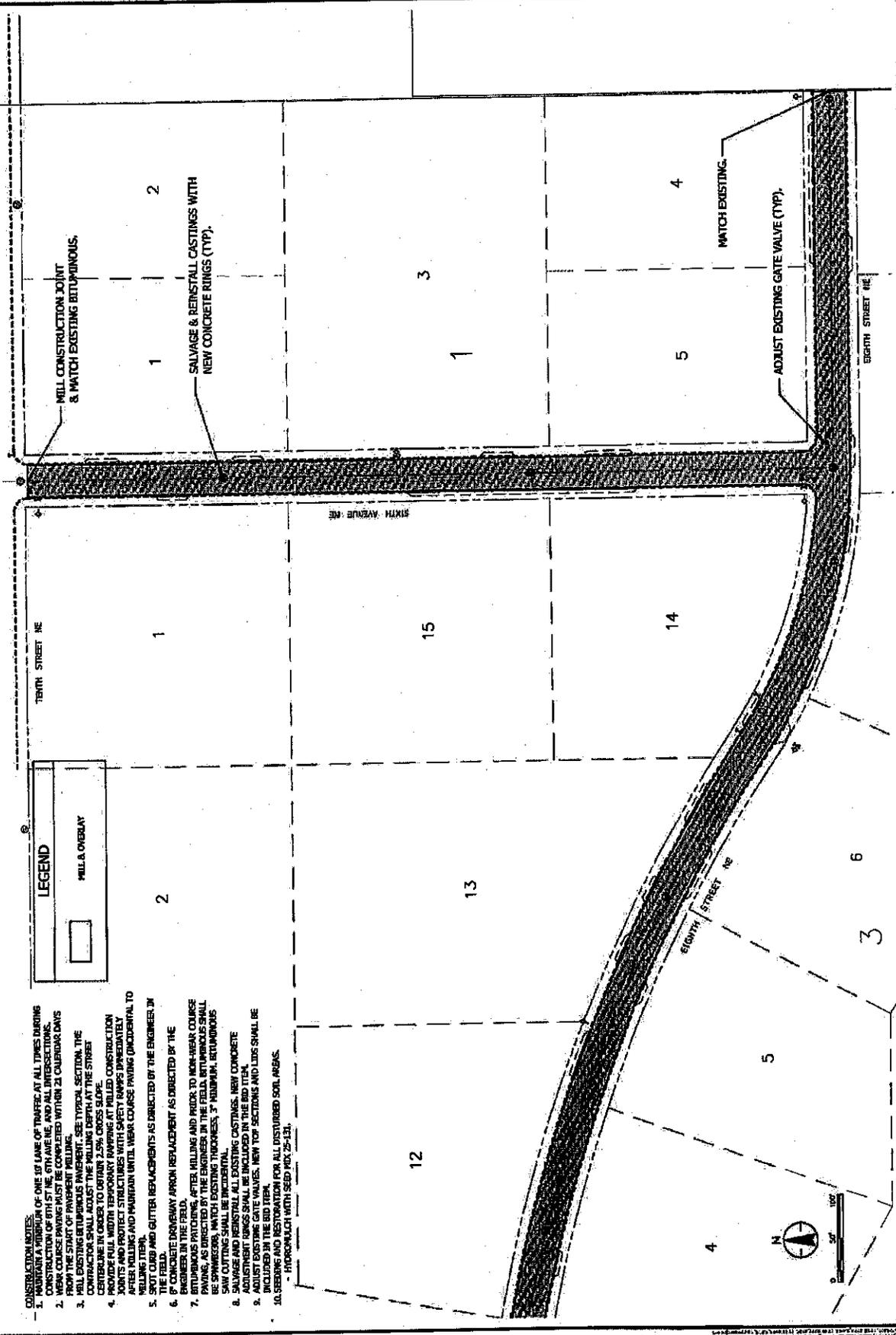
**LEGEND**

[Symbol]	MILL & OVERLAY
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- CONSTRUCTION NOTES:**
1. MAINTAIN A MINIMUM OF ONE (1) LANE OF TRAFFIC AT ALL TIMES DURING CONSTRUCTION OF 6TH ST NE, 6TH AVE NE, AND ALL INTERSECTIONS.
  2. WEAR COURSE PAVING MUST BE COMPLETED WITHIN 21 CALENDAR DAYS FROM THE START OF PAVING OPERATIONS. SEE TYPICAL SECTION, THE CONTRACTOR SHALL ADJUST THE MILLING DEPTH AT THE STREET CENTERLINE IN ORDER TO OBTAIN 2.5% CROSS SLOPE.
  3. PROVIDE FULL WIDTH TEMPORARY RAMPING AT MILLED CONSTRUCTION JOINTS AND PROTECT STRUCTURES WITH SAFETY BARRIERS IMMEDIATELY AFTER MILLING AND MAINTAIN UNTIL WEAR COURSE PAVING (INCORPORAL TO MILLING TIPS).
  4. THE MILLING AND GUTTER REPLACEMENTS AS DIRECTED BY THE ENGINEER IN THE FIELD.
  5. IF CONCRETE DRIVEWAY CARLON REPLACEMENT AS DIRECTED BY THE ENGINEER IN THE FIELD.
  6. BITUMINOUS PATCHING, AFTER MILLING AND PRIOR TO NON-WEAR COURSE PAVING, AS DIRECTED BY THE ENGINEER IN THE FIELD. BITUMINOUS SHALL BE SPREADER MATCH EXISTING THICKNESS, IF MINIMUM. BITUMINOUS SHALL BE SPREADER MATCH EXISTING THICKNESS, NEW CONCRETE.
  7. SALVAGE AND REINSTALL ALL EXISTING CASTINGS, NEW CONCRETE ADJUSTMENT RINGS SHALL BE INCLUDED IN THE BID ITEM.
  8. ADJUST EXISTING GATE VALVES, NEW TOP SECTIONS AND LIDS SHALL BE INCLUDED BY THE BID ITEM.
  9. REPAIR AND RESTORATION FOR ALL DISTURBED SOIL AREAS. - RECONSTRUCT WITH SECT MIX 25-151.



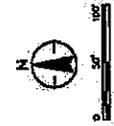
THIS DOCUMENT IS THE PROPERTY OF STANTEC INC. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF STANTEC INC.



- CONSTRUCTION NOTES:**
1. MAINTAIN A MINIMUM OF ONE (1) LANE OF TRAFFIC AT ALL TIMES DURING CONSTRUCTION OF 6TH ST NE, 6TH AVE NE, AND ALL INTERSECTIONS.
  2. WEAR COURSE PAVING MUST BE COMPLETED WITHIN 21 CONCRETE DAYS FROM THE START OF PAVING THE WEAR COURSE. SEE TYPICAL SECTION, THE CONSTRUCTION SHALL ADJUST THE MILLING DEPTH AT THE STREET CENTERLINE IN ORDER TO OBTAIN A 2.5% CROSS SLOPE.
  3. PROVIDE FULL WIDTH TEMPORARY PAVING AT MILLED CONSTRUCTION JOINTS AND PROTECT STRUCTURES WITH SAFETY BARRIERS IMMEDIATELY AFTER MILLING AND MAINTAIN UNTIL WEAR COURSE PAVING INCIDENTALLY TO MILLING ITEM.
  4. ALL CURB AND GUTTER REPLACEMENTS AS DIRECTED BY THE ENGINEER, IN THE FIELD.
  5. BY CONCRETE DRIVEWAY APRON REPLACEMENT AS DIRECTED BY THE ENGINEER IN THE FIELD.
  6. BITUMINOUS PATCHING, AFTER MILLING AND PAVER TO HIGH-CURVE COURSE PAVING, AS DIRECTED BY THE ENGINEER IN THE FIELD, BITUMINOUS SHALL BE 3" MINIMUM THICKNESS WITH 10% FIBER REINFORCEMENT.
  7. SALVAGE AND REINSTALL ALL EXISTING CASTINGS, NEW CONCRETE ADJUSTMENT RINGS SHALL BE INCLUDED IN THE BID ITEM.
  8. ADJUST EXISTING GATE VALVES, NEW TOP SECTIONS AND LIDS SHALL BE INCLUDED IN THE BID ITEM.
  9. SEEDING AND RESTORATION FOR ALL DISTURBED SOIL AREAS.
  10. HIDE/BLANCH WITH SED POC, 2" x 1".

**LEGEND**

MILL & OVERLAY

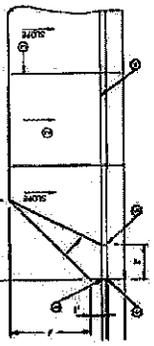




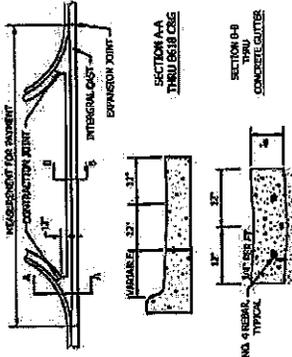
NO.	DATE	DESCRIPTION
1	06/20/20	ISSUED FOR PERMITS
2	06/20/20	ISSUED FOR CONSTRUCTION
3	06/20/20	ISSUED FOR CONSTRUCTION
4	06/20/20	ISSUED FOR CONSTRUCTION
5	06/20/20	ISSUED FOR CONSTRUCTION
6	06/20/20	ISSUED FOR CONSTRUCTION
7	06/20/20	ISSUED FOR CONSTRUCTION
8	06/20/20	ISSUED FOR CONSTRUCTION
9	06/20/20	ISSUED FOR CONSTRUCTION
10	06/20/20	ISSUED FOR CONSTRUCTION

C8-01

- 1. 1/2" EXPANSION JOINT
- 2. CONTRACT LAYER OF 8" CONCRETE
- 3. FINISHMENT, 1/2" SAND
- 4. CONTRACTION JOINT
- 5. FINISHMENT, 1/2" SAND
- 6. FINISHMENT, 1/2" SAND
- 7. FINISHMENT, 1/2" SAND
- 8. FINISHMENT, 1/2" SAND
- 9. FINISHMENT, 1/2" SAND
- 10. FINISHMENT, 1/2" SAND



**8" CONCRETE APRON**  
 NOT TO SCALE



**SECTION A-A THROUGH BS18 C&G**  
**SECTION B-B CONCRETE GUTTER**  
 8" FILL, AGGREGATE BASE  
 NOT TO SCALE

**6" SHOE FORMED BITUMINOUS CURB INTERIOR W/ MAT SURFICABLE PDES**

LAST REVISION: JUNE 2020  
 SHEET NO.: STR-100

**CURB AND GUTTER (DESIGN B)**

LAST REVISION: JUNE 2020  
 SHEET NO.: STR-100

**INLET PROTECTION TYPE C**

LAST REVISION: JUNE 2020  
 SHEET NO.: STR-100

**MANHOLE AND VALVE ADJUSTMENT**

LAST REVISION: JUNE 2020  
 SHEET NO.: STR-100

**BS18 CURB & GUTTER CONSTRUCTION AT CURB BASIN**

LAST REVISION: APRIL 2021  
 SHEET NO.: STR-100



**5-Year Street Reconstruction Plan  
2019 - 2023**

**City of Milaca, Minnesota**

**January 2019**

**Project No. 193800515**

## CITY OF MILACA

### STREET RECONSTRUCTION PLAN

#### **INTRODUCTION**

The City of Milaca has historically conducted street maintenance and reconstructions as part of routine operations. This maintenance and reconstruction generally includes:

- Seal coat
- Mill and overlay
- Full bituminous replacement
- Complete reconstruction

As part of ongoing infrastructure maintenance planning, the City has ordered preparation of a Street Reconstruction Plan (SRP) in 2012. The 2012 plan was adopted by Resolution 12-17. This report is an update of the original 2012 SRP.

An SRP is a document designed to anticipate street reconstruction expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method possible. An SRP allows the matching of expenditures with anticipated income. As potential expenditures are reviewed, the City considers the benefits, costs, alternatives and impact on operating expenditures.

The City of Milaca believes the street reconstruction process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. In these financially difficult times, good planning is essential for the wise use of limited financial resources.

#### **STATUTORY AUTHORITY AND REQUIREMENTS**

In 2002, the Minnesota State Legislature passed into law a bill which generally exempts city bonds issued under a street reconstruction program from the referendum requirements usually required for bonding expenditures.

Minnesota Statutes Chapter 475.58, Subd. 3b., authorizes a Minnesota city to adopt a Street Reconstruction Plan. The Plan must cover at least a five-year period and set forth the streets to be reconstructed, the estimated costs, and any planned reconstruction of other streets in the municipality over the next five years. The Plan must be approved unanimously by the City Council after a public hearing is held.

Street reconstruction is a major expenditure of City funds. Street reconstruction may include utility replacement and relocation, public safety modifications, and other activities incidental to the street reconstruction. Street reconstruction generally does not include the portion of the project cost allocable to widening a street or adding curbs and gutters where none previously existed.

A City may issue general obligation bonds for street reconstruction improvements included in an approved Street Reconstruction Plan if the following conditions are met:

1. The City must publish notice of and conduct a public hearing on the issuance of the bonds. The notice must be published at least ten days, but less than 28 days prior to the hearing date. The bonds are subject to referendum voter approval only if a petition requesting a vote signed by five percent of the votes cast in the last municipal general election is filed with the City Clerk within 30 days on the public hearing date.

2. The adoption of the Street Reconstruction Plan which authorizes the issuance of bonds must be approved by a vote of a two-thirds majority of the members of the City Council present.

**PROPOSED CAPITAL IMPROVEMENTS**

The 2019 – 2023 City of Milaca Street Reconstruction Plan includes priority street improvement areas as determined by the City Staff and City Council. The 2019 – 2023 SRP continues a city-wide street reconstruction plan that began in 1999. The City completed major street reconstruction projects in 2000, 2001, 2005, and 2012.

Improvements to be completed in 2019 include mill and bituminous overlay. Improvements to be completed in 2021-2023 include street patching, crack repair and bituminous overlay. No street widening or new curb installation is proposed.

**COST ESTIMATE**

It is anticipated that the reconstruction for 2019 will be financed through General Obligation Street Reconstruction Bonds. Financing for projects beyond 2019 will be determined on a case by case basis and may include the City’s annual operational budget out of the general fund or additional General Obligation Bonds.

The estimated cost of all projects identified in this SRP is shown in the table below. The reconstruction cost estimate includes construction, engineering, capitalized interest and administrative/legal fees.

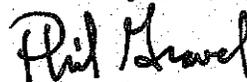
**Estimated Costs for 2019-2023 City of Milaca Street Reconstruction Plan**

<u>Street</u>	<u>Year</u>	<u>Estimated Cost</u>
8th St. NE and 6 <sup>th</sup> Avenue NE mill and overlay (south of 10 <sup>th</sup> St.)	2019	\$450,000
Cemetery Road mill & overlay (northern 1000-ft.)	2019	\$35,000
Patching, crack repair, and overlay on streets from 2000 Street project	2021	\$500,000
Patching, crack repair, and overlay on streets from 2001 Street project	2022	\$505,000
Patching, crack repair, and overlay on streets from 2005 Street project and other misc. repairs	2023	\$300,000

This SRP is designed to be updated on a regular basis. In this manner, it becomes an ongoing fiscal planning tool that continually anticipates future capital expenditures and funding sources.

**PROFESSIONAL ENGINEER**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



Phil Gravel License #19864

Date: January 31, 2019

R:\client\municipal\milaca\_ci\_mn\472GEN\Streets\2019\_Street\_Reconstruction\_Plan-Milaca

Council  
Select TERM AT  
Council MEETING

City of Milaca, Minnesota

2019 General Obligation Street Reconstruction Bonds

(Preliminary financing scenarios based on non-rated interest rates as of 1/14/19)

5 inch Mill & Overlay on 8th St. NE / 6th Avenue NE / Cemetary Road

	Scenario 1 10-Year Term	Scenario 2 15-Year Term
<b>BOND OVERVIEW</b>		
Net Project Fund Amount	\$ 480,000	\$ 480,000
Add Costs of Issuance and Rounding	\$ 20,000	\$ 20,000
Bond Amount	\$ 500,000	\$ 500,000
Bond term (Years)	10	15
Avg. Interest Rate	2.78%	3.24%
Total Net Debt Service	\$ 586,603	\$ 647,873
Avg. Annual Debt Service	\$ 58,660	\$ 43,192
0.5% Statutory Annual Debt Service	\$ 61,593	\$ 45,351

<b>TAX IMPACT</b>		
Annual Levy Required	\$ 61,593	\$ 45,351
Tax Impact Information		
Net Tax Capacity Value (Pay 2018)	\$ 1,366,901	\$ 1,366,901
Estimated Net Tax Rate Increase	4.5061%	3.3178%
Market Value of Residential Property		
50,000	\$ 13.52	\$ 9.95
75,000	\$ 20.28	\$ 14.93
100,000	\$ 32.34	\$ 23.81
150,000	\$ 56.89	\$ 41.89
200,000	\$ 81.45	\$ 59.97
250,000	\$ 106.01	\$ 78.05
300,000	\$ 130.57	\$ 96.14
350,000	\$ 155.12	\$ 114.22
Mkt Value of Commercial-Industrial Property		
100,000	\$ 67.59	\$ 49.77
250,000	\$ 191.51	\$ 141.01
400,000	\$ 326.69	\$ 240.54
600,000	\$ 506.93	\$ 373.25

RESOLUTION 19-14

RESOLUTION ADOPTING A STREET RECONSTRUCTION PLAN AND APPROVING  
THE ISSUANCE OF GENERAL OBLIGATION STREET RECONSTRUCTION BONDS

EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE  
CITY OF MILACA, MINNESOTA

HELD: March 21, 2019

Pursuant to due call, a regular or special meeting of the City Council of the City of Milaca, Mille Lacs County, Minnesota, was duly held at the city hall on March 21, 2019, at 6:30 p.m., for the purpose, in part, of adopting a street reconstruction plan and authorizing issuance of street reconstruction bonds.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

WHEREAS, the City of Milaca, Minnesota (the "City"), has determined that it is in the best interest of the City to authorize the issuance and sale of general obligation street reconstruction bonds pursuant to Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the "Act"), to finance the cost of street reconstruction projects, as described in the proposed street reconstruction plan described below, a copy of which is on file in the City Manager's office; and

WHEREAS, pursuant to the Act, the City is authorized to issue and sell general obligation street reconstruction bonds for street reconstruction under the circumstances and within the limitations set forth in the Act. The Act provides that a street reconstruction plan may be financed with general obligation street reconstruction bonds, following adoption of a street reconstruction plan, after a public hearing on the street reconstruction plan and on the issuance of general obligation street reconstruction bonds and other proceedings conducted in accordance with the requirements of the Act; and

WHEREAS, pursuant to the Act, the City has prepared a five year street reconstruction plan, which describes the streets to be reconstructed, the estimated costs and any planned reconstruction of other streets in the City, including the issuance of general obligation street reconstruction bonds under the Act (the "Plan"), to determine the funding strategy for street reconstruction projects; and

WHEREAS, on March 21, 2019, the City Council held a public hearing on the adoption of the Plan and the issuance of not to exceed approximately \$550,000 general obligation street reconstruction bonds (the "Bonds") under the Plan for street reconstruction improvements to those streets described in the Plan (the "Street Reconstruction Projects") after publication of the

notice of public hearing not less than 10 days nor more than 28 days prior to the date thereof in the City's official newspaper; and

WHEREAS, all parties who appeared at the public hearing were given an opportunity to express their views with respect to the proposal to adopt the Plan and to undertake and finance the Street Reconstruction Projects by the issuance of Bonds and any written comments submitted prior to the public hearing were considered.

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

1. City Policies and Goals. The financing of the Street Reconstruction Projects and the issuance and sale of the Bonds would further the policies and goals of the City as set forth in the Plan, hereby adopted by the City Council in connection with the issuance of the Bonds.
2. Adoption of Street Reconstruction Plan. Based on information received at the public hearing, such written comments (if any) and such other facts and circumstances as the City Council deems relevant, it is hereby found, determined and declared that:
  - (a) the Street Reconstruction Projects proposed in the Plan will allow the City to upgrade its transportation infrastructure to accommodate anticipated and existing residential and commercial development; and
  - (b) the Plan is hereby approved and adopted in the form presently on file with the City.
3. Authorization and Approval of Bonds. The City is hereby authorized to issue the Bonds, the proceeds of which will be used, together with any additional funds of the City which might be required, to finance certain costs of the Street Reconstruction Projects and to pay costs of issuance of the Bonds.
4. Execution of Documents. The Mayor and City Manager are authorized and directed to execute such other documents and instruments as may be required to give effect to the transactions herein contemplated.
5. Voter Referendum Contingency. Pursuant to the Act, a petition requesting a vote on the question of issuing the Bonds, signed by voters equal to five percent of the votes cast in the last municipal general election, may be filed within thirty days of the public hearing. Upon receipt of such petition within the prescribed time period, the City may issue the Bonds only after obtaining the approval of a majority of the voters voting on the question of the issuance of the Bonds. The authorizations and approvals contained herein are subject to and contingent upon not receiving such a petition, or, in the event such a petition is filed, the approving vote of a majority of the voters voting on the question of the issuance of the Bonds.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

[Bonds must be approved by at least a two-thirds vote of the membership.]

[Issuance of Bonds is subject to a 30-day reverse referendum after the public hearing.]

STATE OF MINNESOTA  
COUNTY OF MILLE LACS  
CITY OF MILACA

I, the undersigned, being the duly qualified and acting City Manager of the City of Milaca, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to adopting a street reconstruction plan and the issuance of general obligation street reconstruction bonds.

WITNESS my hand on March 21, 2019.

---

City Manager, Tammy Pfaff

# Calls for Service By Type

2/1/2019 to 2/28/2019

Type	Sub Type	Total
911 Hang Up		1
Accident		9
Agency Assist		21
Alarm		11
Assault		3
Child Custody		3
Civil Issue		2
Civil Process		1
Community Contact		3
Disturbance		8
Driving Complaint		4
Drugs		2
Family Services Referral		9
Fire		2
Firearms Complaint		1
Found Property		1
Fraud-Forgery-Scam		4
Funeral Escort		3
Gas Drive Off		2
Gas Leak		1
Harassment Complaint		5
Icr Misc		25
Juvenile Complaint		8
Lockout		16
Medical		41
Motorist Assist		1
Noise Complaint		1
Parking Complaint		32
Public Assist		17
Pursuit		1
Recovered Property		1
Remove Unwanted		1
Suspicious Activity		8
Theft		5
Threats Complaint		2
Traffic		22
Welfare Check		5
<b>Grand Total</b>		<b>282</b>

**RESOLUTION 19-15**  
**Outdoor Recreation Grant Program**

BE IT RESOLVED that CITY OF MILACA act as legal sponsor for the project contained in the Outdoor Recreation grant application to be submitted on this \_\_\_\_ day of March 2019 and that TAMMY PFAFF-CITY MANAGER is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of CITY OF MILACA.

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Outdoor Recreation Grant Program Manual and certifies it will report any actual, potential, perceived or organizational conflicts of interest upon discovery to the state related to the application or a grant award.

BE IT FURTHER RESOLVED that CITY OF MILACA has the legal authority to apply for financial assistance, and financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that CITY OF MILACA has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that CITY OF MILACA has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the state, CITY OF MILACA may enter into an agreement with the State of Minnesota for the above-referenced project, and that CITY OF MILACA certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that CITY MANAGER TAMMY PFAFF is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council, of the CITY OF MILACA on this 21st day of March 2019.

SIGNED:

WITNESSED:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Mayor Pete Pedersen)      (Date)

\_\_\_\_\_  
(City Manager Tammy Pfaff)      (Date)

# Milaca Public Works

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

### **Public Works:**

- Plowing & downtown snow removal.
- Clearing snow from fire hydrants.
- Hauling snow from intersection corners.
- Snowblow senior center roof. Replacement will be started **Monday 3/25/19**
- Clearing storm sewer catch basins.
- Rural water training in St. Cloud for water & wastewater credits.
- Getting sweeper ready for spring cleaning.
- Getting bids for seal coating.
- 8<sup>th</sup> St. NE & 6<sup>th</sup> Ave. NE mill and overlay, and River Dr. SW overlay going out for bid end of March.

### **Parks:**

- Hockey rink and ski trails closed for season.
- Getting quotes for park improvements this summer.
- ATV engine locked up while grooming trails, getting state pricing on new options.
- Signs ordered for northern area of mountain bike trails.

### **Airport:**

- Runway and taxiways clear of snow and open.



Plan Date: Print Date: 3/15/2019



**Existing and Proposed Utilities**  
Milaca, Minnesota

**FIGURE 1**  
Storm, Sanitary, & Water Utilities

## Tammy Pfaff

---

**From:** Greg Anderson <ganderson@sehinc.com>  
**Sent:** Wednesday, September 26, 2018 4:04 PM  
**To:** Bruce Cochran; Tammy Pfaff  
**Cc:** Gary Kirkeby  
**Subject:** CSAH 2 and 32

*Mille Lacs County Engineer's  
Estimate*

Bruce/Tammy,

Here is a breakout of the estimated costs to date based on the 60% plans:

City water & sanitary sewer improvements:	\$200,000
CSAH 2 street & storm sewer:	\$1,600,000
CSAH 32 street & storm sewer:	\$1,140,000

Of the above street & storm costs, they can be broken out further into:

Catch basins and leads:	\$265,000
Manholes and main line:	\$84,000

Greg

Greg Anderson, PE | Project Manager  
SEH  
3535 Vadnais Center Drive, St. Paul, MN 55110  
651.490.2172 direct  
888.908.8166 fax  
sehinc.com  
Building a Better World for All of Us®

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[Spam](#)

[Phish/Fraud](#)

[Not spam](#)

[Forget previous vote](#)

**City of Milaca, Minnesota**  
**Overview of Financing Options for Water and Sewer Improvements**  
(based upon interest rates as of 3/15/19)

	5-Year G.O. Utility Revenue Bonds	7-Year G.O. Utility Revenue Bonds	10-Year G.O. Utility Revenue Bonds	15-Year G.O. Utility Revenue Bonds
<b>Bond Payment Information</b>				
Net Proceeds for Construction	\$ 428,293	\$ 428,293	\$ 428,293	\$ 428,293
Add: Costs of Issuance, Rounding	\$ 11,707	\$ 11,707	\$ 11,707	\$ 11,707
Bond Amount	\$ 440,000	\$ 440,000	\$ 440,000	\$ 440,000
Bond term (Years)	5	7	10	15
Avg. Interest Rate	2.75%	3.00%	3.30%	3.90%
Total Net Debt Service	\$ 482,002	\$ 499,890	\$ 529,804	\$ 596,481
Avg. Annual Debt Service	\$ 96,400	\$ 71,413	\$ 52,980	\$ 39,765
105% Statutory Annual Debt Service	\$ 101,220	\$ 74,984	\$ 55,629	\$ 41,754

<b>Utility Rate Information</b>				
<b>Water Utility</b>				
Avg. Annual Water Utility Revenue Required (35% of project cost)	\$ 35,427	\$ 26,244	\$ 19,470	\$ 14,614
Avg. Annual Water Utility Cost Per Account (1,094 accounts)	\$ 32.38	\$ 23.99	\$ 17.80	\$ 13.36
Avg. Monthly Water Utility Cost Per Account (1,094 accounts)	\$ 2.70	\$ 2.00	\$ 1.48	\$ 1.11
<b>Sewer Utility</b>				
Avg. Annual Sewer Utility Revenue Required (65% of project cost)	\$ 65,793	\$ 48,739	\$ 36,159	\$ 27,140
Avg. Annual Sewer Utility Cost Per Account (1,094 accounts)	\$ 60.14	\$ 44.55	\$ 33.05	\$ 24.81
Avg. Monthly Sewer Utility Cost Per Account (1,094 accounts)	\$ 5.01	\$ 3.71	\$ 2.75	\$ 2.07

**CITY OF MILACA**  
**Debt Payment Schedule**

		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>SPECIAL ASSESSMENT</b>													
845,000 2024 Fund 383	2012 G.O. REFUNDING												
	Principal	\$90,000	\$95,000	\$90,000	\$95,000	\$95,000	\$30,000						
	Interest	\$8,583	\$7,010	\$5,348	\$3,590	\$1,666	\$323						
1,250,000 2023 Fund 382	2010 G.O. REFUNDING												
	Principal	\$110,000	\$115,000	\$120,000	\$125,000	\$50,000							
	Interest	\$13,955	\$10,830	\$7,363	\$3,594	\$813							
475,000 2030 Fund 386	2015 G.O. PARK IMPROV BOND												
	Principal	\$25,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$35,000	\$35,000	\$35,000	\$40,000	\$40,000	\$40,000
	Interest	\$11,590	\$11,090	\$10,490	\$9,710	\$8,930	\$8,150	\$7,370	\$6,460	\$5,270	\$4,080	\$2,720	\$1,360
3,060,000 2026 Fund 602	2006 WATER												
	Principal	\$40,000	\$41,000	\$41,000	\$41,000	\$42,000	\$42,000	\$42,000	\$43,000	\$43,000	\$43,000	\$44,000	\$44,000
	Interest (1.07%)												
295,000 2015 Fund 603	2010 REFUNDING (NEW SEWER)												
	Principal	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000							
	Interest	\$361	\$223	\$75									
1,670,000 2022 Fund 387	2017 LIBRARY REFUNDING												
	Principal	\$161,000	\$162,000	\$164,000	\$166,000	\$167,000	\$169,000	\$171,000	\$173,000				
	Interest	\$14,263	\$12,540	\$10,807	\$9,052	\$7,276	\$5,489	\$3,681	\$1,851				
138,800 2020 Fund 384	2012 EQUIP CERT - BRIDGE												
	Principal	\$30,000	\$30,000	\$35,000									
	Interest (2.6%)	\$2,318	\$1,485	\$525									
190,000 2024 Fund 385	AMBULANCE - ECE LOAN												
	Principal	\$126,000	\$129,000	\$132,000	\$135,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000
	Interest (2%)	\$10,557	\$7,625	\$4,623	\$1,553	\$760	\$380	\$380	\$380	\$380	\$380	\$380	\$380
Lease Payments		\$160,000	\$160,000	\$165,000		\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
Total Governmental Principal Payments		\$265,000	\$281,000	\$259,000	\$269,000	\$194,000	\$79,000	\$35,000	\$35,000	\$35,000	\$40,000	\$40,000	\$40,000
Total Governmental Interest Payments		\$37,253	\$31,116	\$24,720	\$18,034	\$12,169	\$8,853	\$7,370	\$6,460	\$5,270	\$4,080	\$2,720	\$1,360

RESOLUTION NO. 19 - 16

A RESOLUTION APPROVING A CONDITIONAL USE REQUEST TO HAVE VEHICLE SALES IN A I-1 ZONING DISTRICT

WHEREAS, Randy Reiman is requesting a conditional use to have vehicle sales located at 420 2<sup>nd</sup> Street NE in the City of Milaca; and

WHEREAS, this property is located in an I-1 Light Industrial Zoning District and requires a conditional use to have vehicle sales; and

WHEREAS, the Milaca Planning Commission held a public meeting on March 11, 2019, to allow for public input regarding the conditional use request.

NOW, THEREFORE, BE IT RESOLVED that the Milaca City Council hereby *grants* the conditional use to allow vehicles sales at 420 2<sup>nd</sup> Street NE with the conditions of:

1. A maximum of 5 unenclosed vehicles are for sale on the property
2. A maximum of 10 unenclosed vehicles total on the property
3. Must submit to the City of Milaca a copy of the State of MN vehicle sales license for the property listed above.

Adopted this 21<sup>st</sup> day of March, 2019.

\_\_\_\_\_  
Mayor Harold Pederson

ATTEST

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

## MILACA PLANNING COMMISSION

**A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MILACA WAS DULY HELD ON THE 11<sup>th</sup> DAY OF MARCH 2019, AT 255 1<sup>st</sup> ST. E. FOR THE PURPOSE OF PUBLIC HEARING AND REGULAR MEETINGS.**

**UPON ROLL CALL, THE FOLLOWING MEMBERS WERE PRESENT:**

Scott Harlicker X                      Joel Millam X                      Sherie BillingsX                      Arla Johnson  
Pam Novak

**EX-OFFICIO MEMBERS:**

Marshall Lind, Building Official/ Zoning Administrator    X

Cory Pederson, City Council Liaison

**Others Present:**

None

**Chairman Harlicker opened the public hearing for the request from Randy Reiman for a conditional use to have a vehicle sales business in the I-1 Light Industrial Zoning District.**

With no comments, Chairman Harlicker closed the public hearing for the conditional use.

**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 November 13, 2018 planning commission meeting. Motion was second by Commissioner Millam.

Motion **passed** unanimously

Commissioner Billings made the motion to approve the conditional use request from Randy Reiman to have vehicle sales located in the I-1 Light Industrial District with the following conditions:

1. Only 5 unenclosed vehicles for sale on the property.
2. A maximum of 10 unenclosed vehicles total on the property.
3. Must supply the City with a copy of the State of MN vehicle sales license with new address.

Commissioner Millam seconded the motion.

**Discussion:**

Lind stated that Mr. Reiman sold vehicles at his last location on 1<sup>st</sup> St. E.; since he has sold the property he is looking to have vehicle sales at his new location. The applicant stated he would only be selling a maximum of 5 vehicles at a time.

Commissioner Millam stated that Mr. Reiman buys vehicles that need to be fixed up, fixes them and then sells them.

Motion **passed** unanimously.

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

Motion **passed** unanimously

Minutes respectfully submitted by,

*Marshall Lind*

Marshall Lind  
Zoning Administrator

Full minutes can be heard on tape on file

**Milaca Economic Development Commission**

February 25, 2018 meeting 7:30 AM City Hall

Call Meeting to order

Secretary's Report

Old Business

Kanabec County Economic Development Conference February 7, Report

Walters Property in Industrial Park

Business Surveys

New Business

2019 Goals and Objectives

Financial Resources for Businesses - Draft Review

Other

Adjourn

Next meeting date Monday, March 25, 2019

## Milaca Economic Development Commission

February 25, 2018 meeting 7:30 AM City Hall

Present: Rodney, Joe C., Dave, Joe T., Marshal, Mike, John, Jeff, Tim

Call Meeting to order – 7:38

### Secretary's Report

#### Old Business

Kanabec County Economic Development Conference February 7, Report

*Joe C. explained that he recently went to a conference on Economic Development. He explained that the connection with the school offers a great opportunity for finding employees and learning the necessary skills to support the trades.*

*Tim offered to have Damian Patnode to come in and explain the different business connections and partnerships*

Walters Property in Industrial Park

*The city has closed on the property. They are still deciding what to do with the foundation still remaining. There is three acres available for industrial expansion. Discussion ensued about recommending to the city to remove the concrete and being "shovel ready." ECE offered to "shovel ready" certify the property when the time comes. Discussion continued to include the topic of continuing to look for opportunities from the city or county to gain industrial park areas/properties.*

Business Surveys

*Tammy will report on this later*

### New Business

2019 Goals and Objectives

*Joe C. handed out a copy of the action plans used in the previous year. He asked that we review it and bring ideas to the next meeting.*

Financial Resources for Businesses - Draft Review of a brochure was handed for the group to review. The concept is to hand this brochure out as a resource for new businesses to get support in these areas.

Other

*Inventors and Entrepreneurs Club Update - Rodney mentioned that the Entrepreneurs Club will be starting in Braham. He expressed how this is a great opportunity that could lead to more businesses. ECE will be providing the space to meet, with the intent to be for an economic developer to take over facilitating it. It was suggested that the sessions be recorded and sent out on utube. It was expressed that by 2026, there will be a significant gap of workforce. There will be a big demand from employees*

*Marshal reported that FEDEX is handing out grant dollars for small businesses. It appears to almost be a marketing grant type.*

*Rodney De Fouw announced that he is changing jobs at the end of this week. He will forward our contacts for support this week.*

*Pine Technical Community College is offering free first year for students that are considered free and/or reduced.*

*A brewery has been approaching the community to find a building to start their business here.*

*There was a county update on some legislative topics – broadband. Governor Walz is devoting money for this effort. \$2 million of grants for \$5,000 to help with local economic development is also being proposed.*

*Rum River Community Foundation is meeting next week to review the grant proposals and hopefully fund these proposals.*

Adjourn – 8:38

Next meeting date Monday, March 25, 2019

City of Milaca, Action Plan for Economic Development.

Work Plan - Long Range Economic Development Goals:

1. Support the retention of local businesses and assist in their expansion.
2. Develop and coordinate efforts to attract more employers to the Milaca community, creating new jobs and expanding job opportunities.
3. Look for opportunities to expand the City's tax base.
4. Coordinate with the community's service and fraternal organizations toward economic/community projects and programs.
5. Coordinate with local units of government on projects that are mutually beneficial.

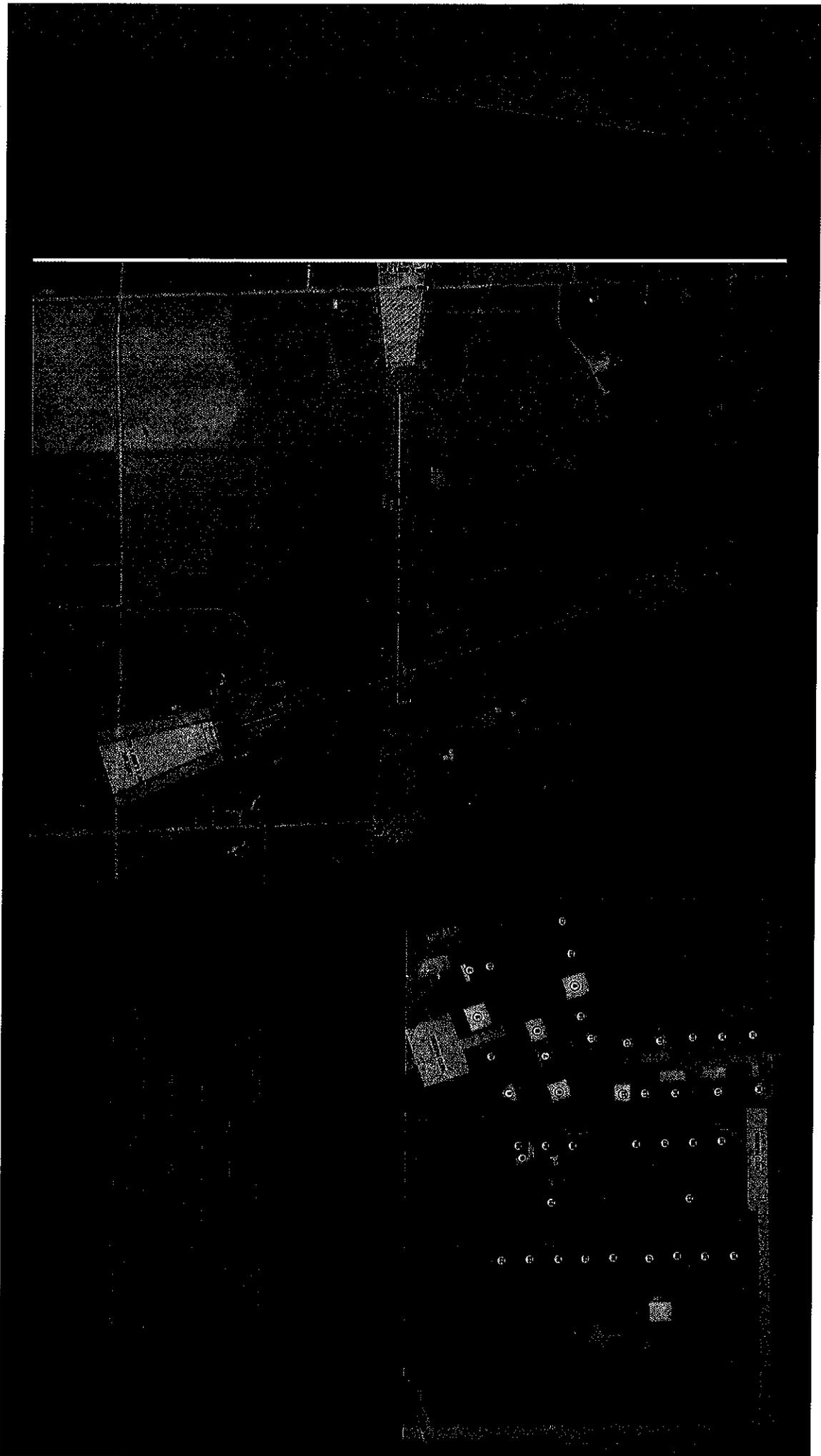
Work Plan Activities:

1. Develop a plan for downtown business expansion, redevelopment, and new development.
  - a. Work with the Initiative Foundation through the Healthy Community Partnership program.
  - b. Encourage use of the planned tax increment districts.
2. Support and facilitate expansion and new development in the Industrial Park.
  - a. Coordinate and serve as an economic development resource for existing industrial expansion.
  - b. Support and encourage construction of industrial building.
3. Encourage and support annexation.
4. Facilitate private and public occupancy of vacant commercial/business/service buildings throughout Milaca.
5. Facilitate, support, and promote new development at the 169/23 by-pass area, while encouraging the growth of the current businesses in that location.
6. Support and participate in the Mille Lacs County economic development task force. Support implementation of the newly adopted County Comprehensive plan.
7. Support the continued upgrading of the City's parks and trails for entertainment and recreation.
8. Develop and maintain a list of available commercial, residential, and public property in Milaca and the surrounding area and make available on the city's website. Maintain a database on available land and labor.
9. Update, develop, publish, and distribute appropriate public relations pieces to promote Milaca and the greater Milaca community to enhance the local economy. Maintain and update the city's home page on the Internet.
10. Support and promote businesses in Milaca that serve and support the tourism industry. Work specifically to market the trail system, golf course, sky diving business and other businesses involving the amenities of the area. Coordinate tourism efforts with surrounding communities and tourism groups.

11. Promote the use of State incentives and Tax Increment Financing to encourage business and industrial real estate development.
12. Support the continued operation and upgrading of Milaca's airport as a means to promote development. Work to attract a fixed base operator. Support hanger construction as a means to support the airport.
13. Support the school in upgrades of space needs, in light of current population trends.
14. Network and support grant writing activities.
15. Support the county-wide, Blandin Foundation funded, broad-band initiative as an important economic development tool.
16. Support the use of the school facility to hold evening courses to increase the availability of adult education.
17. Work to implement the recommendations contained in the recently completed housing study.
18. Work with the chamber of commerce on a business survey.
19. Promote the use of the new online volunteer signup called Got Time.
20. Work with the Chamber of Commerce and other partners to make sure that businesses and other entities are using technology to ensure information about their company is readily available and accurate to both residents and travelers.
21. The City and County work together on marketing and advertising the county for commercial development.

## REQUEST FOR PROPOSALS

The City of Milaca is soliciting proposals for a fire tanker-pumper truck in accordance with the Bid Specifications & Contractor Information packet posted on the City of Milaca's website at [www.cityofmilaca.org](http://www.cityofmilaca.org), under the Public Notice section of the website. Bid responses are due by 9 a.m. on April 15, 2019. Bids should be submitted to City of Milaca, ATTN: City Manager, 255 1<sup>st</sup> St. East, Milaca, MN 56353 in a sealed envelope with "BID ON FIRE TRUCK" written on the outside of the envelope. A Bidder's Bond in the amount of 10% of the cost of unit shall be furnished with the Bid Proposal, written by a Corporate Surety. Bid bond shall be payable to the City of Milaca. The City reserves the right to award the bid in the best interest of the City of Milaca Fire Department. Posted on LMC RFP until April 12, 2019.



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES  
AIRPORT PLANNING, ENGINEERING AND CONSTRUCTION SERVICES  
MARCH 2019 THROUGH MARCH 2024**

**MILACA MUNICIPAL AIRPORT  
CITY OF MILACA, MINNESOTA**

This Agreement, made this \_\_\_\_ day of March 2019, by and between the City of Milaca, 255 First Street East, Milaca MN 56353 Milaca, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 12224 Nicollet Ave South, Burnsville MN 55337, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with future airport planning, engineering and construction services as listed in the ACIP for the Milaca Municipal Airport and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT throughout the 5-year Airport Consultant Selection period.

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

**SECTION I - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in future Work Orders.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Work Orders or as described in Paragraph IV.B.

## SECTION II - THE CLIENT'S RESPONSIBILITIES

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

### SECTION III - COMPENSATION FOR SERVICES

#### A. FEES.

1. The CLIENT will compensate the CONSULTANT for performance of Agreement services as described in future Work Orders.

- a. Additional Construction Services

The CONSULTANT and CLIENT agree that the duration of the construction activity is dependent upon factors that are outside of the control of the CONSULTANT, such as weather, site conditions, contractor experience, contractor expertise, contractor scheduling and contractor efficiency. When the extent of these construction services beyond the control of the CONSULTANT occurs, the CLIENT agrees that the CONSULTANT will be reimbursed for additional Construction Services in excess of the budget stated in the Work Order. Compensation shall be based on the standard hourly rate for the individuals providing services on the project. The CLIENT may request an estimate of additional costs from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

2. Basic Services and Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed in accordance with the rate schedule attached to the Work Order. This schedule is subject to change at the start of each new year.
3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.
  - a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
  - b. CLIENT approved outside professional and technical services.
  - c. Identifiable reproduction and reprographic charges.
  - d. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
4. Additional services as outlined in Section I.B and described in Section I.A. will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.2.

- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the rates specified in the Work Order.

## SECTION IV - GENERAL

### A. STANDARD OF CARE

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

### B. CHANGE IN PROJECT SCOPE

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

### C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants.

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

#### D. INSURANCE

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

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,500,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,500,000 on a claims-made basis.

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

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

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

#### F. CONSTRUCTION SERVICES

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

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

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. Unless distribution of electronic data to third parties is explicitly authorized or required by this AGREEMENT, the distribution of electronic data from CONSULTANT to the CLIENT shall be for the sole benefit of the CLIENT and any release of such electronic data to third parties by the CLIENT for reuse or adaptation without written approval of CONSULTANT shall be at CLIENT'S sole risk without liability or legal exposure to the CONSULTANT.

#### H. REUSE OF DOCUMENTS

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

#### I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or

generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

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

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within forty-five (45) days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice, unless for cause in which event it may be terminated upon seven (7) days written notice.

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

M. CONTINGENT FEE

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

N. NON-DISCRIMINATION

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

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

O. CONTROLLING LAW

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

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation. Disputes not resolved by mediation shall then be submitted to arbitration in accordance with provisions of the Construction Industry Arbitration Rules of the American Arbitration Association. CONSULTANT and the CLIENT agree to require an equivalent dispute resolution process governing all contractors, sub-contractors, suppliers, consultants, and fabricators concerned with this project.

Q. SURVIVAL

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

R. SEVERABILITY

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

S. SECTION 508 OF THE REHABILITATION ACT

All electronic Information Technology (IT) procured, developed, maintained or used as part of this Contract shall comply with Section 508 standards.

T. AUDIT REVIEW

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

**SECTION V - SIGNATURES**

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

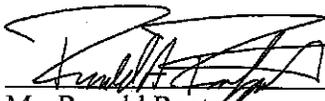
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Milaca, Minnesota

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_  
Ms. Pete Pederson

Mayor

  
\_\_\_\_\_  
Mr. Ronald Roetzel

Principal

\_\_\_\_\_  
Ms. Tammy Pfaff

City Manager

# 2019 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2019. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Principal	\$150-270/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-195
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$110-175
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$100-190
Project Engineer/Surveyor/Planner/Landscape Architect	\$85-175
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$80-185
Specialist (Nat. Resources, GIS, Traffic, Graphics, Other)	\$60-165
Senior Technician (Inc. Construction, GIS, Survey)	\$85-175
Technician (Inc. Construction, GIS, Survey)	\$65-140
Administrative	\$45-100
Structural/Electrical/Mechanical/Architect	\$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

*1 No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.*



CONNECTING & INNOVATING  
SINCE 1913

### LIABILITY COVERAGE – WAIVER FORM

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org).**

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: CITY OF MILACA

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.
- The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: MARCH 21, 2019

Signature: \_\_\_\_\_ Position: CITY MANAGER



## CITY OF MILACA SPECIAL EVENT PERMIT APPLICATION

Permit No. \_\_\_\_\_

Return to City Hall By: \_\_\_\_\_

Date of Application: \_\_\_\_\_

NAME OF SPECIAL EVENT: Fire In The Park

TYPE OF SPECIAL EVENT: Parade \_\_\_\_\_ Runs/Walks \_\_\_\_\_ Other: Concert

Applicant's or Organization's Name: \_\_\_\_\_

Name of Contact Person: Nathan Berglund Daytime Phone: (320) 362-1463

Address: 14238 9th Avenue SE Evening Phone: (320) 362-1463

Milaca, MN 56353 Fax Phone #: \_\_\_\_\_

Email Address: flyguy0886@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 July 21st, 2019 Starting Time 1pm

Ending Date July 21st, 2019 Ending Time 9pm

Estimated Number of Participants Attending the Event 100-150

Number of Sanitary Facilities 2 Sanitary Locations Around Bandshell

Where will Individuals Park Softball fields

Will Security Be Provided  Yes Explain Arrangements: \_\_\_\_\_

No \_\_\_\_\_

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

How will drinking water be provided Bottled Water

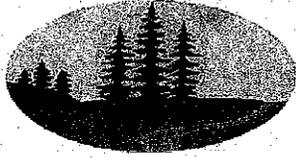
Will electricity be required, and if so, how will it be provided Yes, thru bandshell

How will refuse be disposed of Public receptacles or we can provide our own

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)

# RECREATION SHELTER PERMIT

FEB 19 2019



**CITY OF MILACA**  
255 1<sup>st</sup> 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: July 21, 2019

Day of Event:  Sunday  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday

Time of Event: From 1pm am/pm To 9pm am/pm

Name: Nathan R Berglund (Lighthouse Fellowship)

Address: 14238 9th Ave SE Milaca MN 56353  
City ST Zip

Daytime Telephone (320) 362-1463

E-Mail: flyguy0886@yahoo.com

Event: Concert

Approx. # of People: 150

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

DESCRIPTION	X	RESIDENT FEE	NONRESIDENT FEE	TOTAL DUE
Lion's Shelter* (Electricity) Seating Capacity - 80		\$50.00	\$75.00	
Small Shelter - Seating Capacity - 24		\$50.00	\$75.00	
Roger Mathison Field		No Charge	No Charge	
East Ballfield		No Charge	No Charge	
New Shelter* (Electricity) Seating Capacity - 32		\$50.00	\$75.00	
Bandshell* (Electricity) \$75.00 Deposit Required (Separate Check)		\$50.00	\$75.00	50.00
Wedding and/or Reception (Includes Band Shell, Lions Shelter and New Shelter)		\$200.00	\$300.00	
Gorecki Community Center \$150.00 Deposit Required (Separate Check)		Mon-Thurs \$60.00/day Fri-Sun \$110.00/day <b>ALL DAY RENTAL</b>	Mon-Thurs \$ 90.00/day Fri-Sun \$180.00/day <b>ALL DAY RENTAL</b>	
<b>TOTAL DUE</b>				<b>50.00</b>

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 BEVERAGES.

PLEASE COMPLETE BACK PAGE

**Important Information to Know:**

- Shelter is not considered reserved until this permit and nonrefundable fee is received at City Hall. Please make check payable to and mail to: City of Milaca, Attn: Deloris Katke, 255 1<sup>st</sup> St E, Milaca, MN 56353.
- Event organizers are responsible for cleaning and disposing of garbage into the garbage containers after event.
- Bring this permit with you the day of your event as proof that you have reserved the shelter. A copy of this completed permit will be mailed back to you as your confirmation.
- If using tablecloths, we strongly encourage use of the slide on clips. Please do NOT use staples, tape or tacks as they are hard to remove and cause the paint/stain to peel.
- **Alcoholic beverages are allowed in city park shelter IF INDICATED.**
- Park hours are 6 a.m. to 10 p.m. Music must end at 9:30 p.m.
- If police need to be contacted, please call (320) 983-6166 OR (320) 983-8257
- **For after hour assistance with the shelter, please call PW/Parks at 320-492-8248.**

**GUIDELINES/INFORMATION**

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

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

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

**Nathan R Berglund**

Digitally signed by Nathan R Berglund  
Date: 2019.02.19 10:36:44 -06'00'

**02/19/2019**

Signature

Date

**FOR OFFICE USE ONLY**

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



## CITY OF MILACA SPECIAL EVENT PERMIT APPLICATION

Permit No. \_\_\_\_\_

Return to City Hall By: \_\_\_\_\_

Date of Application: \_\_\_\_\_

NAME OF SPECIAL EVENT: Fire In The Park

TYPE OF SPECIAL EVENT: Parade \_\_\_\_\_ Runs/Walks \_\_\_\_\_ Other: Concert

Applicant's or Organization's Name: \_\_\_\_\_

Name of Contact Person: Nathan Berglund Daytime Phone: (320) 362-1463

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Milaca, MN 56353 Fax Phone #: \_\_\_\_\_

Email Address: flyguy0886@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 September 15th, 2019 Starting Time 1pm

Ending Date September 15th, 2019 Ending Time 9pm

Estimated Number of Participants Attending the Event 100-150

Number of Sanitary Facilities 2 Sanitary Locations Around Bandshell

Where will Individuals Park Softball fields

Will Security Be Provided  Yes Explain Arrangements: \_\_\_\_\_

No \_\_\_\_\_

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

How will drinking water be provided Bottled Water

Will electricity be required, and if so, how will it be provided Yes, thru bandshell

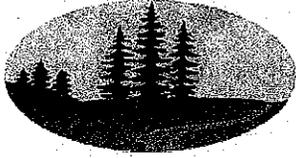
How will refuse be disposed of Public receptacles or we can provide our own

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)

# RECREATION SHELTER PERMIT

FEB 19 2019



**CITY OF MILACA**  
255 1<sup>st</sup> 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: September 15, 2019

Day of Event:  Sunday  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday

Time of Event: From 1pm am/pm To 9pm am/pm

Name: Nathan Berglund (Lighthouse Fellowship)

Address: 14238 9th Ave SE Milaca MN 56353  
City ST Zip

Daytime Telephone (320) 362-1463

E-Mail: flyguy0886@yahoo.com

Event: Concert Approx. # of People: 150

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

DESCRIPTION	X	RESIDENT FEE	NONRESIDENT FEE	TOTAL DUE
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3.2 MALT LIQUOR       INTOXICATING BEER       WINE

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

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

**Nathan R Berglund**

Digitally signed by Nathan R Berglund  
Date: 2019.02.19 10:39:58 -06'00'

**02/19/2019**

Signature

Date

**FOR OFFICE USE ONLY**

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