

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

1. Call Meeting to Order 6:30 p.m.
2. Pledge of Allegiance
3. Roll Call- Present: Mayor-Pete Pedersen__ Council Members; Dave Dillan__ Ken Muller__ Norris Johnson__ Laurie Gahm__
Absent; _____
4. **Approval of Agenda** MB__2nd__ AIF__O__
5. **Consent Agenda** MB__2nd__ AIF__O__
 - A. Approval of the Minutes – October 18, 2018
 - B. Approval of Bills
 - C. Resolution 18-46 Certifying the 2018 Municipal Election results of the General Election
 - D. Resolution 18-47 Joint Powers Agreement Fire Personnel and Equipment with the City of Mora
 - E. Resolution 18-48 Mileage Reimbursement Rate Policy amended to IRS Mileage Rate.
 - F. Resolution 18-49 Calling a Public Hearing for December 20th for Elim Nursing Home- Requesting Conduit Debt
6. **Citizen Open Forum-**
7. **PUBLIC HEARING- NONE**
8. **Requests and Communications-**
9. **Ordinance and Resolution**
Reports of Departments, Boards and Commissions
 - G. Police Department- Activity Report-
 - H. Parks Commission- Mayor to review activity
 - I. Public Works Department-Activity Report-
 - J. Planning Commission- CUP LiAnna Clement-Massage Therapy in Business District MB__2nd__ AIF__O__
 - K. Planning Commission- CUP Crossing Church- Church in Business District MB__2nd__ AIF__O__
 - L. Joint Powers- Activity for October 25th Mtg-Budget and Tort Limit
 - M. Economic Development Commission- Minutes
 - N. Fire Department-
 - O. Airport Commission- No Meeting in October
 - P. MCAT-IF Training- Phase III –
10. **Unfinished Business-**
11. **New Business-**
 - Q. Phase 1 Environmental Site Assessment 210 8th Street NE-Walters-Prev Fire on Site MB__2nd__ AIF__O__
 - R. MB__2nd__ AIF__O__
12. **Council Comments**

13. **Adjourn _____ p.m. MB__2nd__ AIF__O__**

**MILACA CITY COUNCIL MINUTES
OCTOBER 18, 2018 MEETING**

Call to Order Roll Call

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

Councilors Absent:

Staff present: City Manager Tammy Pfaff, City Attorney Damien Toven.

Also Present (Signed In) Debbie Griffin, Tim Trudembach, Lori Schultz, Tom Sauer, Jere Day.

Approval of the Agenda

On a motion by Muller and seconded by Johnson, the agenda was approved with the addition of Resolution 18-45. Motion carried unanimously.

Consent Agenda

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

- a) Minutes of the September 20, 2018 City Council Meeting.
- b) Bills for Payment
- c) Approval of the Quarterly Reports from the Treasurer
- d) Approve transfer of \$517.03 from 2009 Equipment Certificate to General Fund, Debt is paid in full.
- e) Approval of RBC Wealth Management as Official Depositories.
- f) Approval of Resolution 18-45 Statewide Volunteer Firefighter Retirement Plan Benefit Increase to \$3,000.

Citizens Forum- Tim Truedenbach Superintendent of Milaca Schools was present to discuss with council the November 6th Election and the two questions on the ballot for operating referendum and bond referendum.

Public Hearing –None

Mayor Pedersen proceeded to Resolutions 18-42 and Resolution 18-43. Upon a motion by Johnson and seconded by Gahm Resolution 18-42 is approved. Motion carried unanimously. Resolution 18-43 is introduced adopting the recertification of assessments of street improvements for Fieldstone Greene. Upon a motion by Johnson and seconded by Gahm. Resolution 18-43 is approved. Motion carried unanimously.

Requests and Communications- Tom Sauer expressed concern with the sidewalks getting shoveled when winter comes.

Ordinances and Resolutions

Reports of Departments, Boards and Commissions

Police Department- Council reviewed the monthly report.

Parks Commission- Mayor Pedersen reported on the Parks Commission meeting. Mayor Pedersen stated they intend to go to quarterly or as needed meetings.

Public Works Department- Council reviewed the activity report as presented.

Planning and Zoning Commission- No meeting.

Economic Development Commission- The minutes were presented before the council.

Fire Department-

Airport Commission- No meeting.

MCAT – Dillan reported-They are meeting to determine how to raise funding and the Phase III will resume meeting in November.

Unfinished Business –

New Business-

Tri-CAP Lot Lease Agreement. Lori Schultz the Executive Director was present to inform the council that they will have transportation services available in Milaca starting in January of 2019. Mayor Pedersen called for a motion to approve the lot lease agreement with Tri-CAP. Johnson introduce a motion to approve the lot lease agreement and the motion was seconded by Muller. Motion carried unanimously. Discussion as to some language within the agreement by Mayor Pederson was in Section 1, to remove the words, (hires and) from the sentence. Section 4, change language to state, “Annual Rent in the amount of \$475.00 shall be paid in cash on or before December 1st of 2018, and each year thereafter”. With no other amendments to the lot lease agreement, Gahm introduced a motion to amend the lot lease agreement with the revised language changes. The motion was then seconded by Dillan. Motion carried unanimously.

Resolution 18-44 Approval of Purchase of Real Estate- Walters property PID 21-561-0110 for an amount of \$35,000. Mayor Pedersen called for a motion. Johnson introduced a motion to approve the purchase. The motion was then seconded by Gahm. Motion carried unanimously.

Council Comments

Mayor Pedersen asked the council for comments:

Council member Johnson- No comments

Council member Muller- Appreciated the school being here to explain the ballot questions

Council member Dillan- Dillan commented that they had the biggest and best turn out for the Mega Meet at 6400 people registered and 5340 finished the race.

Council member Gahm-commented on how fast the Kwik Trip is going up in Princeton and it will be great when they come to Milaca next year.

Mayor Pedersen commented that he and Tammy attended the open house at the court house for the CSAH 2 and CSAH 32 Reconstruction project in regards to the storm sewer and water main replacement.

Adjourn

With no other business presented before the council, a motion to adjourn was made by Johnson, seconded by Muller, all present voted in favor and the meeting adjourned at 7:19 p.m.

Motion carried unanimously.

Mayor Harold Pedersen

ATTEST

City Manager Tammy Pfaff

CITY OF MILACA
Check Summary Register
10100 General Bank - ACH

	Name	Check Date	Check Amt	Description
Paid Chk# 818229E	EFTPS-STATE TAXPAYMENT	10/17/2018	\$1,951.93	STATE W/H
Paid Chk# 818230E	EFTPS-STATE TAXPAYMENT	10/17/2018	\$146.50	STATE W/H
Paid Chk# 818237E	EFTPS-STATE TAXPAYMENT	10/30/2018	\$2,042.35	STATE W/H
Paid Chk# 818238E	EFTPS-STATE TAXPAYMENT	10/30/2018	\$146.50	STATE W/H
Paid Chk# 818245E	CENTERPOINT ENERGY	11/19/2018	\$442.61	NATURAL GAS
Paid Chk# 818246E	EAST CENTRAL ENERGY	11/7/2018	\$9,591.36	ELECTRIC
Paid Chk# 818247E	MILACA LOCAL LINK	11/20/2018	\$296.73	PHONE SERVICE
Paid Chk# 818248E	MIDCONTINENT COMMUNICATIONS	11/6/2018	\$65.00	INTERNET-NOV
Paid Chk# 818249E	ENDICIA ACCOUNTING	11/2/2018	\$500.00	POSTAGE FOR METER
	Total Checks		\$15,182.98	

CITY OF MILACA
Check Summary Register
10100 General Bank - Checks

	Name	Check Date	Check Amt	Description
Paid Chk# 044639	AMAZON	10/25/2018	\$3,378.89	TRAINING SUPPLIES-POLICE
Paid Chk# 044640	BLUE CROSS BLUE SHIELD OF MINN	10/25/2018	\$14,211.78	MEDICAL INSUR-NOV 2018
Paid Chk# 044641	DELTA DENTAL OF MINNESOTA	10/25/2018	\$30.45	PED DENTAL-NOV 2018
Paid Chk# 044642	FAMILY HERITAGE LIFE INS CO	10/25/2018	\$79.00	SUPPL LIFE INS - NOV 2018
Paid Chk# 044643	HOME SECURITY ABSTRACT & TITLI	10/25/2018	\$1,553.65	CLOSING COSTS-JUDD.PROPERTY
Paid Chk# 044644	L.E.L.S.	10/25/2018	\$245.00	POLICE UNION DUES-NOV 2018
Paid Chk# 044645	MN BENEFIT ASSOCIATION	10/25/2018	\$572.08	LIFE/DENTAL-NOV 2018
Paid Chk# 044646	UNUM LIFE INSURANCE CO	10/25/2018	\$550.24	LIFE, STD, LTD-NOV 2018
Paid Chk# 044647	VERIZON WIRELESS	10/25/2018	\$650.63	OCT WIRELESS ROUTER/PHONE SVC
Paid Chk# 044648	VISA	10/25/2018	\$1,399.52	ECRDC TRAINING-COFFEE CORNER
Paid Chk# 044649	U.S. POSTAL SERVICE	10/30/2018	\$249.55	OCT BILLINGS
Paid Chk# 044650	MN BCA	11/6/2018	\$25.00	R PORTER-DATA PRACTICES
Paid Chk# 044651	FRONTIER	11/6/2018	\$858.82	PHONE SVC-WATER
Paid Chk# 044652	JIM'S MILLE LACS DISPOSAL	11/6/2018	\$966.56	GARBAGE-PARKS
Paid Chk# 044653	MILACA BLDG CENTER	11/6/2018	\$277.35	RAMP-CITY HALL
Paid Chk# 044654	MILLE LACS CO. SHERIFF	11/6/2018	\$10.00	FINGERPRINTING-R DOUGHERTY
Paid Chk# 044655	AITKIN INDEPENDENT AGE	11/15/2018	\$156.88	COND USE PUBLIC HEARING-CLEMEN
Paid Chk# 044656	AMERIPRIDE	11/15/2018	\$212.32	SOAP
Paid Chk# 044657	ANFINSON, LESLIE	11/15/2018	\$209.00	ELECTION JUDGE
Paid Chk# 044658	ANOKA RAMSEY COMMUNITY COLL	11/15/2018	\$750.00	EMERGENCY MEDICAL RESPONDER TR
Paid Chk# 044659	AW RESEARCH LABORATORIES	11/15/2018	\$1,302.50	TESTING-WATER
Paid Chk# 044660	BANYON DATA SYSTEMS, INC.	11/15/2018	\$765.00	PERMITS/PROP MGMT SUPPORT
Paid Chk# 044661	BEAUDRY OIL & PROPANE CO.	11/15/2018	\$104.70	HYDRAULIC OIL-PW
Paid Chk# 044662	BECKLIN, ARDIS	11/15/2018	\$288.00	ELECTION JUDGE
Paid Chk# 044663	BILLINGS SERVICE	11/15/2018	\$1,105.03	GAS-PW
Paid Chk# 044664	BILLINGS, SHERIE	11/15/2018	\$181.50	ELECTION JUDGE
Paid Chk# 044665	BLENKUSH, STEPHEN	11/15/2018	\$110.00	ELECTION JUDGE
Paid Chk# 044666	BOLTON & MENK INC	11/15/2018	\$13,020.00	2018 ALP UPDATE
Paid Chk# 044667	BROTHERS FIRE & SECURITY	11/15/2018	\$3,250.00	5 YR FIRE SPRINKLER INSPECTION
Paid Chk# 044668	BRUGGEMAN, CARLA	11/15/2018	\$192.50	ELECTION JUDGE
Paid Chk# 044669	CARTER, KAREN	11/15/2018	\$176.00	ELECTION JUDGE
Paid Chk# 044670	COMPASS MINERALS AMERICA	11/15/2018	\$3,722.93	24.67 TONS ROAD SALT
Paid Chk# 044671	CORE & MAIN LP	11/15/2018	\$2,830.91	WATER PARTS
Paid Chk# 044672	D'AMICO, SCOTT & JUSTINE	11/15/2018	\$3.69	REFUND OVERPMT-1314 3RD AVE NE
Paid Chk# 044673	DOVE FRETLAND PLLP	11/15/2018	\$3,586.41	CRIMINAL RETAINER-OCT 2018
Paid Chk# 044674	FAIRVIEW HEALTH SERVICES	11/15/2018	\$471.00	PHYSICAL-C WEYER
Paid Chk# 044675	FIRE INSTRUCTION & RESCUE ED.	11/15/2018	\$550.00	ROPES/KNOTS/RIGGING TRNG 10/15
Paid Chk# 044676	GK CONSULTING LLC	11/15/2018	\$757.00	CLOUD BACKUP-FIRE
Paid Chk# 044677	GOPHER STATE ONE-CALL, INC.	11/15/2018	\$67.50	OCT LOCATES
Paid Chk# 044678	GRANITE LEDGE ELECTRIC	11/15/2018	\$591.00	WELLHOUSE POWER GATE REPAIR
Paid Chk# 044679	HABERMAN, DIONNE	11/15/2018	\$172.38	OCT 18 OGILVIE MILEAGE
Paid Chk# 044680	HARDRIVES, INC.	11/15/2018	\$361.20	COLD ASPHALT MIX
Paid Chk# 044681	HEAT MIZER GLASS INC	11/15/2018	\$999.00	DOOR REPAIR-CITY HALL
Paid Chk# 044682	INDEPENDENT TESTING TECH INC	11/15/2018	\$1,935.00	SOIL BORINGS-2019 ST PROJECT
Paid Chk# 044683	INTOXIMETERS	11/15/2018	\$339.75	PBT REPAIR
Paid Chk# 044684	IPRINT TECHNOLOGIES	11/15/2018	\$534.00	PRINTER TONER-DEP REG
Paid Chk# 044685	ISAACSON, JACOB	11/15/2018	\$323.12	DESERT SNOW TRNG-10/16-18

CITY OF MILACA
Check Summary Register
10100 General Bank - Checks

	Name	Check Date	Check Amt	Description
Paid Chk# 044686	JOHNSON, ARLA	11/15/2018	\$198.00	ELECTION JUDGE
Paid Chk# 044687	JONS DOOR SERVICE LLC	11/15/2018	\$3,933.24	LIFTMASTER GATE OPENER-PW
Paid Chk# 044688	K.E.E.P.R.S.	11/15/2018	\$210.00	UNIFORMS
Paid Chk# 044689	KATKE, DELORIS	11/15/2018	\$143.00	ELECTION JUDGE
Paid Chk# 044690	KIRVIDA FIRE INC	11/15/2018	\$312.87	ENGINE #1 REPAIR
Paid Chk# 044691	KNIFE RIVER CORP. - NORTH CENT	11/15/2018	\$3,166.90	CLASS 5 AGGREGATE
Paid Chk# 044692	KOCH'S HARDWARE HANK	11/15/2018	\$1,375.99	SUPPLIES-FIRE
Paid Chk# 044693	M.E. PLUMBING & HEATING	11/15/2018	\$427.90	BOILER REPAIR-PW
Paid Chk# 044694	MARTIN, VIRGINIA	11/15/2018	\$291.50	ELECTION JUDGE
Paid Chk# 044695	MED-COMPASS, INC.	11/15/2018	\$178.50	HEARING TESTS
Paid Chk# 044696	MID STATE TREE SERVICE	11/15/2018	\$5,725.00	TREE REMOVAL-PARKS
Paid Chk# 044697	MILACA AUTO VALUE	11/15/2018	\$253.71	PARTS-PW
Paid Chk# 044698	MILACA CHAMBER OF COMMERCE	11/15/2018	\$1,256.52	SEPT 18 LODGING TAX
Paid Chk# 044699	MILLE LACS CO. SHERIFF	11/15/2018	\$1,750.00	PIT/EVOC TRNG-JUNE 2018
Paid Chk# 044700	MILLE LACS COUNTY DAC	11/15/2018	\$1,486.29	CLEANING SVCS - CITY
Paid Chk# 044701	MN COMPUTER SYSTEMS, INC.	11/15/2018	\$146.18	COPIER MAINTENANCE-CITY HALL
Paid Chk# 044702	MN DEPT MANAGEMENT & BUDGET	11/15/2018	\$20.00	ADMINISTRATIVE FINES-OCT 2018
Paid Chk# 044703	MN DEPT OF LABOR & INDUSTRY	11/15/2018	\$20.00	PRESSURE VESSEL/BOILER-PW
Paid Chk# 044704	MN RURAL WATER ASSOC	11/15/2018	\$125.00	WINTERIZING WATER SYS-G KIRKEB
Paid Chk# 044705	NOVAK, PAM	11/15/2018	\$99.00	ELECTION JUDGE
Paid Chk# 044706	NUSS TRUCK & EQUIPMENT INC	11/15/2018	\$72.01	PARTS-PW MACK TRUCK
Paid Chk# 044707	OLDENBURG, JOHN	11/15/2018	\$75.00	CELL PHONE REIMB-4TH QTR 2018
Paid Chk# 044708	PRO EDGE TOOL	11/15/2018	\$79.00	GRASS RANGER REPAIR
Paid Chk# 044709	PRO HYDRO-TESTING LLC	11/15/2018	\$869.00	HYDRO TESTING SCBA
Paid Chk# 044710	QUILL CORPORATION	11/15/2018	\$394.45	PAPER
Paid Chk# 044711	R & H PAINTING LLC	11/15/2018	\$21,630.00	SEWER LINING-SEWER
Paid Chk# 044712	RWB EMERGENCY LIGHTING	11/15/2018	\$57.66	REPAIR LIGHTS-MACK TRUCK-PW
Paid Chk# 044713	SAFEGUARD LOCKSMITH	11/15/2018	\$900.00	ALARM LOCK-FIRE DEPT
Paid Chk# 044714	SCHLENKER, KAREN	11/15/2018	\$115.50	ELECTION JUDGE
Paid Chk# 044715	SUPER X POWER	11/15/2018	\$69.26	WEED WHIP REPAIR
Paid Chk# 044716	TEAL'S MARKET	11/15/2018	\$9.28	SUPPLIES-FIRE
Paid Chk# 044717	TOTAL CONTROL SYSTEMS, INC.	11/15/2018	\$9,957.64	MAIN LS REPAIR
Paid Chk# 044718	USA BLUEBOOK	11/15/2018	\$1,342.75	PARTS-WATER
	Total Checks		\$120,817.99	

CITY OF MILACA
Check Summary Register
10900 Liquor Bank - ACH

	Name	Check Date	Check Amt	Description
Paid Chk# 918054E	EAST CENTRAL ENERGY	11/7/2018	\$1,668.07	ELECTRIC
Paid Chk# 918055E	CENTERPOINT ENERGY	11/9/2018	\$124.12	NATURAL GAS
Paid Chk# 918056E	MN DEPT OF REVENUE	11/20/2018	\$16,920.00	LIQUOR SALES TAX
Paid Chk# 918057E	MILACA, CITY OF (WATER/SEWER)	11/15/2018	\$27.40	WATER/SEWER
Paid Chk# 918058E	HIBU	11/8/2018	\$129.99	WEB HOSTING-NOV 2018
	Total Checks		\$18,869.58	

CITY OF MILACA
Check Summary Register
10900 Liquor Bank - Checks

	Name	Check Date	Check Amt	Description
Paid Chk# 024621	AMAZON	10/25/2018	\$28.99	PAPER TOWELS
Paid Chk# 024622	VERIZON WIRELESS	10/25/2018	\$41.54	OCT DIGITAL SIGN
Paid Chk# 024623	BELLBOY CORP.	11/2/2018	\$4,065.16	WINE
Paid Chk# 024624	BERNICKS	11/2/2018	\$5,110.37	BEER
Paid Chk# 024625	BREAKTHRU BEVERAGE MN	11/2/2018	\$11,184.26	DELIVERY
Paid Chk# 024626	BROOKVIEW WINERY	11/2/2018	\$216.00	WINE
Paid Chk# 024627	C & L DISTRIBUTING CO.	11/2/2018	\$27,658.82	BEER
Paid Chk# 024628	DAHLHEIMER DISTRIBUTING CO.	11/2/2018	\$30,089.52	WINE
Paid Chk# 024629	FRONTIER	11/2/2018	\$144.06	NOV PHONE SVC
Paid Chk# 024630	J.J. TAYLOR DIST OF MN	11/2/2018	\$212.05	BEER
Paid Chk# 024631	JOHNSON BROTHERS LIQUOR CO.	11/2/2018	\$23,285.58	WINE
Paid Chk# 024632	MCDONALD DISTRIBUTING	11/2/2018	\$91.40	BEER
Paid Chk# 024633	MILACA BLDG CENTER	11/2/2018	\$88.94	PARTS-LIQUOR
Paid Chk# 024634	PAUSTIS WINE CO.	11/2/2018	\$2,028.75	WINE
Paid Chk# 024635	PHILLIPS WINE AND SPIRITS	11/2/2018	\$5,501.69	LIQUOR
Paid Chk# 024636	SOUTHERN GLAZERS OF MN	11/2/2018	\$13,877.56	WINE
Paid Chk# 024637	ST. CLOUD REFRIGERATION	11/2/2018	\$1,084.28	FURNACE REPAIR
Paid Chk# 024638	TKO WINES INC	11/2/2018	\$696.60	WINE
Paid Chk# 024639	VINOCOPIA	11/2/2018	\$942.60	DELIVERY
Paid Chk# 024640	AMERICAN BOTTLING CO.	11/15/2018	\$258.74	NA
Paid Chk# 024641	AMERIPRIDE	11/15/2018	\$170.31	RUGS
Paid Chk# 024642	CRYSTAL SPRINGS ICE	11/15/2018	\$367.46	ICE
Paid Chk# 024643	DEPT. OF PUBLIC SAFETY	11/15/2018	\$20.00	2019 BUYERS CARD #6613
Paid Chk# 024644	GRANITE CITY JOBBING	11/15/2018	\$6,156.64	TOBACCO
Paid Chk# 024645	HEAT MIZER GLASS INC	11/15/2018	\$445.90	DOOR REPAIRS/MAINT
Paid Chk# 024646	JEYS, VICTORIA	11/15/2018	\$23.03	KIDDIE CANDY-HALLOWEEN
Paid Chk# 024647	JIM'S MILLE LACS DISPOSAL	11/15/2018	\$86.58	REFUSE COLLECTION
Paid Chk# 024648	JOHNSON BROTHERS LIQUOR CO.	11/15/2018	\$720.91	WINE
Paid Chk# 024649	M. AMUNDSON LLP	11/15/2018	\$2,585.96	SUPPLIES
Paid Chk# 024650	MID STATE TREE SERVICE	11/15/2018	\$5,000.00	TREE REMOVAL
Paid Chk# 024651	MILACA UNCLAIMED FREIGHT	11/15/2018	\$21.78	SUPPLIES
Paid Chk# 024652	MILACA, CITY OF	11/15/2018	\$50.00	2019 CIGARETTE LICENSE
Paid Chk# 024653	MILLER TRUCKING INC.	11/15/2018	\$71.90	DELIVERY
Paid Chk# 024654	PHILLIPS WINE AND SPIRITS	11/15/2018	\$346.90	MISC
Paid Chk# 024655	QUILL CORPORATION	11/15/2018	\$34.01	PAPER
Paid Chk# 024656	RED BULL DISTRIBUTION CO INC	11/15/2018	\$92.42	NA
Paid Chk# 024657	SOUTHERN GLAZERS OF MN	11/15/2018	\$2,402.80	DELIVERY
Paid Chk# 024658	TRUE BRANDS	11/15/2018	\$405.58	DELIVERY
Paid Chk# 024659	VIKING BOTTLING CO.	11/15/2018	\$1,034.22	NA
Paid Chk# 024660	WATSON COMPANY	11/15/2018	\$3,830.55	SUPPLIES
Paid Chk# 024661	WINE MERCHANTS	11/15/2018	\$180.30	WINE
	Total Checks		\$150,654.16	

CITY OF MILACA

Council Monthly Budget Report

October 2018

DEPT Descr	2018 YTD Budget	2018 YTD Amt	Balance	2018 % of Budget Remain
Airport	\$104,900.00	\$165,196.80	(\$60,296.80)	-57.48%
Assessing	\$10,600.00	\$178.00	\$10,422.00	98.32%
Auditing	\$6,500.00	\$6,600.00	(\$100.00)	-1.54%
Building Inspection	\$48,495.00	\$47,703.28	\$791.72	1.63%
City Attorney	\$45,000.00	\$37,021.00	\$7,979.00	17.73%
City Hall	\$278,800.00	\$274,171.49	\$4,628.51	1.66%
City Manager	\$28,375.00	\$23,457.07	\$4,917.93	17.33%
Council	\$12,600.00	\$10,523.38	\$2,076.62	16.48%
Elections	\$3,000.00	\$2,212.02	\$787.98	26.27%
Fire Dept.	\$127,590.00	\$106,693.04	\$20,896.96	16.38%
Historical Society	\$0.00	\$0.00	\$0.00	0.00%
Liaison Officer	\$78,040.00	\$41,909.72	\$36,130.28	46.30%
Libraries	\$27,810.00	\$29,673.64	(\$1,863.64)	-6.70%
Ogilvie	\$61,920.00	\$53,057.51	\$8,862.49	14.31%
Parks	\$181,520.00	\$179,268.77	\$2,251.23	1.24%
Planning Comm.	\$1,000.00	\$535.67	\$464.33	46.43%
Police Dept.	\$507,720.00	\$411,020.24	\$96,699.76	19.05%
Public Works	\$421,635.00	\$357,945.16	\$63,689.84	15.11%
Recreation	\$2,500.00	\$3,493.31	(\$993.31)	-39.73%
Senior Center	\$5,200.00	\$2,922.52	\$2,277.48	43.80%
Treasurer	\$28,975.00	\$23,525.70	\$5,449.30	18.81%
Unallocated	\$7,200.00	\$8,942.54	(\$759.54)	-10.55%
	\$1,989,380.00	\$1,786,050.86	\$203,329.14	10.22%

RESOLUTION NO. 18 - 46

A RESOLUTION CERTIFYING THE 2018 MUNICIPAL ELECTION RESULTS

BE IT RESOLVED by the City Council of the City of Milaca, Minnesota that it hereby found and determined that at the General Election held in the City of Milaca on November 6, 2018, the results were as follows:

	Total Ballots Election Day	Total AB	Total Secretary of State
Mayor:			
"Pete" Harold Pedersen	713	229	942
Write-in	18	4	22
Under Votes	133	46	
Council:			
Cory Pedersen	475	156	631
Norris Johnson	444	132	576
Thomas A. Kvamme	325	114	439
Write-in	7		
Under Votes	477	158	

The City Council of the City of Milaca hereby accepts the returns as submitted by the election judges.

Adopted this 15th day of November, 2018.

Mayor Harold Pedersen

ATTEST

Tammy Pfaff, City Manager

Mayor CITY OF HILACA

"Pete" Harold Pedersen	713
Write In	18
Over Votes	0
Under Votes	133
.....	
Total Votes	864

Cnc Mbr CITY OF HILACA
Number to Vote For: 2

Cory Pedersen	475
Norris Johnson	444
Thomas A. Kvanne	325
Write In	7
Over Votes	0
Under Votes	477
.....	
Total Votes	1728

Sch Brd Mbr NO. 912 (HILACA)
Number to Vote For: 4

Phil Herwig	242
Jere Day	337
Rachelle A. Nelson	373
Blayne Parkos	165
Genevieve Plumadore	325
Todd C. Quaintance	271
Sara A. (Herr) Larsen	488
Brian Sjoberg	191
Write In	2
Over Votes	8
Under Votes	1054
.....	
Total Votes	3456

QUESTION 1 NO. 912 (HILACA)

Yes	363
No	426
Over Votes	1
Under Votes	54
.....	
Total Votes	864

QUESTION 2 NO. 912 (HILACA)

Yes	403
No	409
Over Votes	1
Under Votes	51
.....	
Total Votes	864

ABSENTEES

NOV - 6 2018

MILACA
CITY

SNCD Supervisor DISTRICT 3

Jake Janski	223
Write In	1
Over Votes	0
Under Votes	55
.....
Total Votes	279

SNCD Supervisor DISTRICT 5

Robert Hoefert	224
Write In	1
Over Votes	0
Under Votes	54
.....
Total Votes	279

Mayor CITY OF MILACA

"Pete" Harold Pedersen	229
Write In	4
Over Votes	0
Under Votes	46
.....
Total Votes	279

Cnc Mbr CITY OF MILACA

Number to Vote For: 2

Cory Pedersen	156
Norris Johnson	132
Thomas A. Kvamne	114
Write In	0
Over Votes	0
Under Votes	156
.....
Total Votes	558

Sch Brd Mbr NO. 912 (MILACA)

Number to Vote For: 4

Phil Herwig	84
Jaye Day	118
Rachelle A. Nelson	138
Blayne Parkos	57
Genevieve Plumadore	101
Todd G. Quaintance	78
Sara A. (Herr) Larsen	156
Brian Sjoberg	77
Write In	1
Over Votes	0
Under Votes	306
.....
Total Votes	1116

QUESTION 1 NO. 912 (MILACA)

Yes	129
No	124
Over Votes	0
Under Votes	26
.....
Total Votes	279

QUESTION 2 NO. 912 (MILACA)

Yes	128
No	129
Over Votes	0
Under Votes	24
.....
Total Votes	279

Chief Justice - Supreme Court MILLE LACS

Loyie SkJerven Gilda	194
Write In	1
Over Votes	0
Under Votes	84
.....
Total Votes	279

Assoc. Just. 2 - Supreme Court MILLE LAC

Margaret Chulich	108
Michelle MacDonald	99
Write In	0
Over Votes	0
Under Votes	72
.....
Total Votes	279

Assoc. Just. 1 - Supreme Court MILLE LAC

Barry Anderson	189
Write In	0
Over Votes	0

**OFFICE OF THE MINNESOTA
SECRETARY OF STATE STEVE SIMON**

Unofficial Results Tuesday, November 6, 2018 Tiếng Việt Русский 中文 မာလာဘာဝ Afaan Oromoo বাংলা Results Home Election Precincts Page

Precincts Reporting in Municipality: 100% 1 of 1 Last Updated: 11/07/18 12:12 AM Voters Registered at 7AM: 1638

Results for Selected Contests in 42110 - Milaca

Mayor (Milaca) Results By Precinct		1 precincts in contest. 1 of 1 precincts reported in municipality.		
Party	Candidate	Totals	Pct	Graph
Nonpartisan	"Pete" Harold Pedersen	942	97.72%	
WRITE-IN**	WRITE-IN**	22	2.28%	
Council Member (Milaca) (Elect 2) Results By Precinct		1 precincts in contest. 1 of 1 precincts reported in municipality.		
Party	Candidate	Totals	Pct	Graph
Nonpartisan	Cory Pedersen	631	38.17%	
Nonpartisan	Norris Johnson	576	34.85%	
Nonpartisan	Thomas A. Kvamme	439	26.56%	
WRITE-IN**	WRITE-IN**	7	0.42%	

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RESOLUTION NO. 18 – 47

RESOLUTION APPROVING A JOINT COOPERATIVE AGREEMENT FOR USE OF
FIRE PERSONNEL AND EQUIPMENT BETWEEN THE CITY OF MILACA AND
THE CITY OF MORA

WHEREAS, pursuant to MN Stat. #471.59, which authorizes joint and cooperative exercise of powers common to contracting parties; and

WHEREAS, mutual aid agreements allow equipment, personnel and other resources to be available to other political subdivisions in the event of emergencies; and

WHEREAS, the City has previously entered into a mutual aid agreement with the City of Mora; and

WHEREAS, the agreement has expired; therefore, staff recommends approval of the Joint Cooperative Agreement for Use of Fire Personnel and Equipment.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILACA, MINNESOTA, that the attached agreement is approved as written, and that the Mayor and City Manager are hereby authorized to enter into the “Joint Cooperative Agreement for Use of Fire Personnel and Equipment.”

Adopted this 15th day of November, 2018.

ATTEST

Mayor Harold Pedersen

Tammy Pfaff, City Manager

JOINT COOPERATIVE AGREEMENT FOR USE OF FIRE PERSONNEL AND EQUIPMENT

1. Purpose

This agreement is made pursuant to Minnesota Statutes 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions.

2. Definitions

- A. "Party" means a political subdivision.
- B. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
- C. "Requesting Party" means a party that requests assistance from other parties.
- D. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
- E. "Responding Party" means a party that provides assistance to a Requesting Party.
- F. "Assistance" means, fire and/or emergency services personnel and/or equipment.
- G. "Specialized Activities" means non-emergency Assistance to include but not be limited to: fire investigators, fire inspectors, fire educators, fire instructors, training personnel and associated equipment and facilities.

3. PARTIES

The parties of this agreement shall consist of the City or Mora and the City of _____ . Upon the adoption of a resolution by its governing body, an executed copy of this Agreement and resolution shall be maintained by both parties.

4. Procedure

Subd. 1. Request for Assistance.

Whenever, in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of the other party to furnish assistance. Specialized activities of a non-emergency nature may be requested and/or provided by the Parties of this Agreement.

Subd. 2. Response to Request.

Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the responding party and the availability of resources.

Subd. 3. Recall of Assistance.

The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.

Subd. 4. Command of Scene.

The Requesting Party shall be in command of the mutual aid scene. All mutual aid operations will be carried out according to the Minnesota Incident Management System (MIMS). The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.

5. Workers' Compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

6. Damage to Equipment

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

7. Liability

Subd. 1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of the Requesting Party.

Subd. 2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

Subd. 3. No party to this agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.

8. Charges to the Requesting Party

Subd. 1. A Responding Party to this agreement will levy no charges for assistance rendered to a Requesting Party under the terms of this agreement unless that assistance continues for a period of more than eight (8) hours. The Requesting Party shall regardless to the length of time of the assistance, reimburse the Responding Party for supplies used. If assistance provided under this agreement continues for more than eight (8) hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial eight (8) hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing the assistance for that amount.

Subd. 2. Such charges are not contingent upon the availability of federal or state government funds.

9. Duration

This agreement will be in force from the date of execution. Either party may withdraw from this agreement upon thirty (30) days written notice to the other party to the agreement.

10. Execution

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date _____

Entity _____

By _____

Title _____

By _____

Title _____

Date _____

Entity City of Mora

By _____

Title Mayor

By _____

Title City Administrator

RESOLUTION NO. 18-48

RESOLUTION ADOPTING THE IRS STANDARD MILEAGE RATE
FOR THE CITY OF MILACA

WHEREAS, the City of Milaca had previously adopted a mileage reimbursement policy on January 1st of 2012; and

WHEREAS, The City Council of the City of Milaca will amend the policy to accept the IRS Standard Mileage Rate; and

WHEREAS, it is the intention of the City Council of the City of Milaca to continue the effectiveness of the City Policies by this Resolution and to comply with the IRS Standard Mileage rate hereafter and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Milaca that the Mileage Rate Reimbursement Policy of the City of Milaca is hereby revised and adopted by this Resolution, effective the 15th day of November, 2018:

Mayor Harold Pedersen

ATTEST:

City Manager Tammy Pfaff



Department of the Treasury
Internal Revenue Service

Most recently the IRS released the IRS 2018 Standard Mileage Rate and in preparation for the 2019 IRS mileage rates, we're creating this page in advance to keep you updated on mileage rate changes as they happen.

So, why do we update this page every year? Isn't the standard mileage rate a fixed rate? Unfortunately, the mileage rate is not set value. The amount-per-mile fluctuates on a yearly basis by a penny or two, up or down.

For instance, in 2017 the rate was \$0.535 per mile. In 2018 it's \$0.545 per mile. In 2019? Well, we don't quite know yet (though, we'd guess it might rise a penny to \$0.555) but when we do we'll post it here as soon as the numbers are released.

What is the IRS 2019 Standard Mileage Rate?

Beginning on Jan. 1, 2019, the standard mileage rates for the use of vehicles during the course of business is: TBD.

Business Mileage

54.5 cents per mile

no les

MILEAGE REIMBURSEMENT RATE POLICY

Effective January 1, 2012 the City shall reimburse mileage travelled in a personal vehicle for city business at a rate of \$0.51 per mile.



RHONDA M. SKOBY
(612) 492-6932
FAX (612) 545-2354
skoby.rhonda@dorsey.com

November 9, 2018

Tammy Pfaff, City Manager
City of Milaca, Minnesota
255 First Street East
Milaca, Minnesota 56353

VIA EMAIL

Re: ***Proposed issuance of not to exceed \$7,000,000 Revenue Bonds (A&E Care Properties, LLC Project), Series 2019***

Dear Ms. Pfaff:

The purpose of this letter is to outline the authority and procedures relating to the proposed issuance by the City of Milaca, Minnesota (the "City") of revenue bonds (the "Bonds") on behalf of A&E Care Properties, LLC ("A&E" or the "Borrower").

The Borrower has requested that the City issue the Bonds and loan the proceeds thereof to the Borrower to finance the purchase, renovation, and remodeling of an existing office building located in Edina, Minnesota (the "Project"). The Project will house approximately 100 staff employees of A&E Care Services. A&E Care Services, a Minnesota nonprofit and a tax-exempt 501(c)(3) organization, is the management company for both Elim Care, Inc. and Augustana Care, which have senior independent housing, assisted living and skilled nursing facilities located throughout Minnesota and four other states. Two of these facilities managed by A&E Care Services are located in the City: (i) Elim Home, Milaca, dba Elim Care and Rehab Center, located at 730 2nd Street SE in the City and (ii) Country Meadows of Milaca, Inc., located at 740 2nd Street SE in the City.

The Bonds are proposed to be issued under Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"). The interest on the Bonds is also intended to be exempt from taxation under the Internal Revenue Code of 1986, as amended (the "Code"), enabling the Borrower to borrow money at a lower interest rate than conventional (non-municipal) financing would allow.

Authority of Municipalities to Issue Revenue Bonds

The City is authorized under the Act to issue revenue bonds to finance a "project" as defined in Section 469.153, subdivision 2 of the Act. The proceeds of the sale of the bonds to bondholders are in turn loaned to the Borrower pursuant to a revenue agreement, as defined in Section 469.155, subdivision 5 of the Act (the "Loan Agreement"). Pursuant to the Loan Agreement, the Borrower will agree to pay all principal and interest due on the Bonds.

Pursuant to Section 469.162 of the Act, **the City will have no payment liability with respect to the Bonds.** Section 469.162 requires that the Bonds "recite in substance that the

Tammy Pfaff, City Manager
November 9, 2018
Page 2

bond, including interest thereon, is payable solely from the revenue pledged to its payment." Pursuant to Section 469.162, the Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation on debt issuance. The nonliability of the City will be prominently presented in the offering document for the Bonds.

No City funds or tax dollars are being provided to the Borrower. The Borrower is responsible for reimbursing the City for any direct costs incurred related to the issuance of the Bonds, including costs for publication of notice or other expenses. Our fees as Bond Counsel will be paid directly by the Borrower.

Procedures for Issuing Revenue Bonds

We would ask the City Council to consider adoption of a resolution at its November 15, 2018 City Council meeting to call for a public hearing on the Bonds. The public hearing would then be held at the City Council's December 20, 2018 meeting. At the conclusion of the public hearing, the City would consider a resolution to authorize issuance of the Bonds.

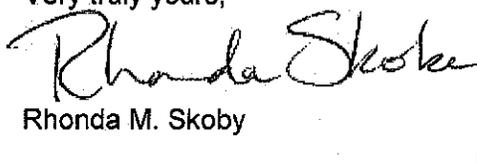
Because the Project is located in the City of Edina, federal tax regulations require that the City of Edina also hold a public hearing with respect to the bonds. The City of Edina has scheduled their public hearing for December 18, 2018.

Our Role as Bond Counsel

Our office will prepare each of the documents and proceedings necessary to close the transaction in order to ensure compliance with the necessary state and federal legal requirements. On the day of closing and issuance of the Bonds (scheduled for early January, 2019) we intend to issue our opinion stating, among other things, that all steps required to be taken by the City to issue the Bonds have been completed, that interest on the Bonds is exempt from taxation under the Code, and that the Bonds are not general obligations or indebtedness of the City within the meaning of any constitutional or statutory limitation and do not constitute or give rise to a pecuniary liability of the City or a charge against the general credit or taxing powers of the City.

I hope this information will be useful to you as the City Council considers this issuance of bonds for the Borrower. If you have any further questions in the interim, or if there is anything further I can provide to be of assistance, please do not hesitate to contact me.

Very truly yours,


Rhonda M. Skoby

RMS/pmh

Resolution No. 18-49

RESOLUTION RELATING TO A FINANCING UNDER MINNESOTA
STATUTES, SECTIONS 469.152 THROUGH 469.165, AS AMENDED, ON
BEHALF OF A&E CARE PROPERTIES, LLC, A MINNESOTA NONPROFIT
LIMITED LIABILITY COMPANY; CALLING FOR A PUBLIC HEARING
THEREON

BE IT RESOLVED by the City Council of the City of Milaca, Minnesota (the "City"), as follows:

SECTION 1

Recitals

1.1. A&E Care Properties, LLC ("A&E" or the "Borrower"), a Minnesota nonprofit limited liability company, has advised this Council of its desire to undertake a project consisting of financing all or a portion of the costs of (i) the acquisition, improvement and equipping of a 37,000 square foot office building located at 7171 Ohms Lane in the City of Edina, Minnesota (the "Project"), and (ii) financing capitalized interest, if any, and costs of issuance of the bonds. The Project will be owned by A&E and leased to and operated by A&E Care Services, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

1.2. The City is authorized by Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), to issue its revenue bonds to finance, in whole or in part, any properties, real or personal, used or useful in connection with a revenue producing enterprise, whether or not operated for profit. A&E has requested the City to issue, in one or more series, its revenue bonds in an aggregate principal amount not to exceed \$7,000,000 (the "Bonds") for the purposes described hereinabove.

SECTION 2

Public Hearing

2.1. Section 469.154, Subdivision 4 of the Act requires that, prior to submission of an Application to the Minnesota Department of Employment and Economic Development requesting approval of the Project, as required by Section 469.154, Subdivision 3 of the Act, this Council conduct a public hearing on the proposal to undertake and finance the Project. In addition, Section 147(f) of the Internal Revenue Code of 1986, as amended, requires that, as a condition to the exemption from federal income taxation of interest on the Bonds, this Council conduct a public hearing on the proposal to undertake and finance the Project.

A public hearing is hereby called and shall be held on December 20, 2018, at 6:30 p.m., at the City Hall.

2.2. The City Clerk shall cause notice of the public hearing to be published in the official newspaper of the City and a newspaper of general circulation in the City at least once, not less

than fourteen (14) nor more than thirty (30) days prior to the date fixed for the public hearing. The notice shall be published in substantially the form attached hereto as Exhibit A.

2.3. A draft copy of the proposed Application to the Minnesota Department of Employment and Economic Development, together with draft copies of all attachments and exhibits thereto, is hereby ordered placed on file with the City Clerk and shall be available for public inspection, following publication of the notice of public hearing, during regular business hours of the City.

Adopted by the City Council of the City of Milaca this 15th day of November, 2018.

Mayor Harold Pedersen

Attest: _____
City Manager Tammy Pfaff

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A PROPOSED FINANCING
ON BEHALF OF A&E CARE PROPERTIES, LLC
AND THE ISSUANCE OF REVENUE BONDS UNDER
MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.165,
AS AMENDED

CITY OF MILACA, MINNESOTA

NOTICE IS HEREBY GIVEN that the City Council of the City of Milaca, Minnesota (the "City"), will meet on Thursday, December 20, 2018, at 6:30 p.m., at the City Hall, 255 First Street East, Milaca, Minnesota for the purpose of conducting a public hearing on the proposal that the City issue its revenue bonds (the "Bonds"), in one or more series, under Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), on behalf of A&E Care Properties, LLC, a Minnesota nonprofit limited liability company (the "Borrower"). The Bonds are proposed to be issued for the purpose of financing a project consisting of financing all or a portion of the costs of (i) the acquisition, improvement and equipping of a 37,000 square foot office building located at 7171 Ohms Lane in the City of Edina, Minnesota (the "Project"), and (ii) financing capitalized interest, if any, and costs of issuance of the bonds. The Project will be owned by A&E and leased to and operated by A&E Care Services, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

The Bonds will be special, limited obligations of the City, and the principal thereof and interest thereon will be payable solely from the revenues pledged to the payment thereof. No holder of any Bonds will ever have the right to compel any exercise of the taxing powers of the City to pay the Bonds or the interest thereon, or to enforce payment against any property of the City except money payable by the Borrower to the City and pledged to the payment for the Bonds. The approximate aggregate amount of the proposed Bond issue is \$7,000,000.

A draft copy of the proposed Application to the Minnesota Department of Employment and Economic Development for approval of the Project, together with draft copies of all attachments and exhibits thereto, is available for public inspection at the office of the City Clerk, located in the City Hall, between the hours of 8:00 and 4:30 p.m. on normal City business days.

All persons interested may appear and be heard at the time and place set forth above, or may file written comments with the City Clerk of the City prior to the date of the hearing set forth above.

Dated: November 15, 2018.

City Manager Tammy Pfaff

CERTIFICATE
CITY OF MILACA

I, the undersigned, being a duly qualified and acting officer of the City of Milaca, Minnesota, hereby attest and certify that:

1. As such officer, I have the legal custody of the original record from which the attached resolution was transcribed.
2. I have carefully compared the attached resolution with the original record of the meeting at which the resolution was acted upon.
3. I find the attached resolution to be a true, correct and complete copy of the original:

RESOLUTION RELATING TO A FINANCING UNDER MINNESOTA
STATUTES, SECTIONS 469.152 THROUGH 469.165, AS AMENDED, ON
BEHALF OF A&E CARE PROPERTIES, LLC, A MINNESOTA NONPROFIT
LIMITED LIABILITY COMPANY; CALLING FOR A PUBLIC HEARING
THEREON

4. I further certify that the affirmative vote on said resolution was _____ ayes,
_____ nays, and _____ absent/abstention.

5. Said meeting was duly held, pursuant to call and notice thereof, as required by law, and a quorum was present.

WITNESS my hand officially as such officer this _____ day of _____, 2018.

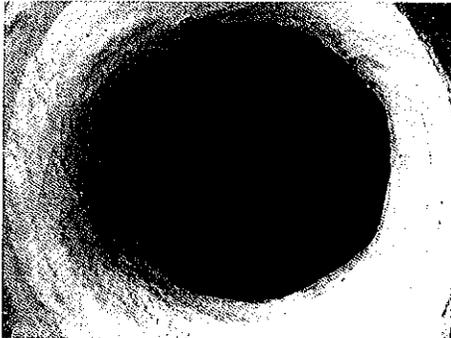
City Manager Tammy Pfaff

Milaca Public Works

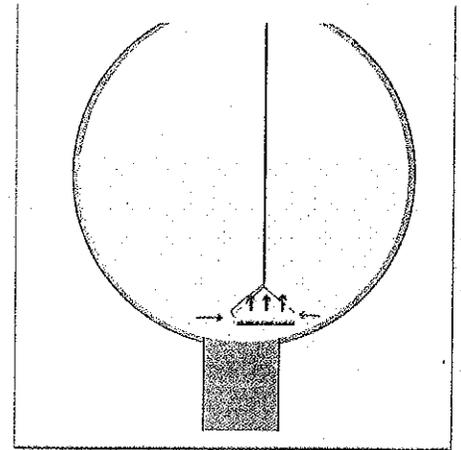
Supervisor's Report for October - November 2018

Public Works:

- Jetted problem sewers in town.
- Continued fall wastewater discharge from ponds.
- Street sweeping.
- 2 school tours at water treatment plant.
- New handicap parking space painted at city hall.
- Completed yearly maintenance on plow trucks, loader, grader, and tractor.
- Yearly liftstation maintenance completed, pumps pulled and cleaned.
- Christmas decorations will be put up mid-November.
- Putting plow wings and sanders back on trucks.
- Water tower mixer being installed Dec. 14th. Will result in better water quality, lower chemical by products, eliminates chances of tower freezing.
- 4 Manholes in NW portion of town & 1 on Hwy 23 relined. Provide structural support, prevents infiltration, and prevents bricks falling creating backups.



Manhole lining



Tower mixer

Parks:

- Finished fall clean up.
- Bathrooms winterized.
- 6 month playground equipment inspection completed.

Airport:

- Met with Gary Judd and went over property, well maintenance, and electric.

City of Milaca
Planning Commission Agenda
November 13, 2018
6:00 P. M.
255 1st St. E City Hall Council Room

1. Open public hearing for a request from LiAnna Clement for a conditional use to have a massage therapy business in the B-1 Central Business Zoning District.
2. Open public hearing for a request from The Crossing Church for a conditional use to have a church in the B-1 Central Business Zoning District.
3. Close public hearing
4. Open Regular Planning Commission Meeting
5. Call to Order/ Roll Call
6. Approve the minutes from the May 14, 2018 Planning Commission Meeting
7. New Business
 - LiAnna Clement for a conditional use request for a massage therapy business in the B-1 Central Business Zoning District.
 - The Crossing Church for a conditional Use request for a church in the B-1 Central Business Zoning District
8. Other Business
9. Adjourn

MILACA PLANNING COMMISSION

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MILACA WAS DULY HELD ON THE 14th DAY OF MAY 2018, AT 255 1st ST. E. FOR THE PURPOSE OF PUBLIC HEARING AND REGULAR MEETINGS.

UPON ROLL CALL, THE FOLLOWING MEMBERS WERE PRESENT:

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

EX-OFFICIO MEMBERS:

Marshall Lind, Building Official/ Zoning Administrator X

Laurie Gahm, Liaison

Others Present:

John Przymus

Commissioner Novak opened the public hearing for the variance.

Public hearing for a request from City of Milaca Liquor Store for a sign variance for two free standing signs and one sign taller than the maximum height of 30 feet. The signs are located in the B-2 General Business District.

With no comments, Commissioner Novak closed the public hearing for the sign variance and opened the public hearing for the conditional use.

Public hearing for a request from John Przymus for a conditional use to have eighteen (18) assisted living units in a B-2 General Business Zoning District.

Mr. Przymus stated that the restaurant closed so he would like to add more assisted living on the East side of the building.

With no other comments, Commissioner Novak closed the public hearing for the conditional use and opened the public hearing for the final plat.

Public hearing for a request from AJW Contracting/CKW Developers for a Final Plat of Boulder Ridge Second Addition in the R-2 One and Two Family Residential District

With no comments, Commissioner Novak closed the public hearing.

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

Motion was made by Commissioner Johnson to approve the minutes of the April 9, 2018 planning commission meeting. Second by Commissioner Billings.

Motion **passed** unanimously

Commissioner Novak opened up discussion on the sign variance.

Lind stated that the Milaca Municipal Liquor Store was asking to have two free standing signs, one sign already exists and is located at the entrance of the liquor store parking lot. The second sign would be located at the SW corner of the liquor store parking lot. This sign would be 50 feet high so that it could be seen from HWY 169.

Commissioner Millam asked why the ordinance only allows a 30 foot high sign.

Lind explained that the sign ordinance covers all of the commercial zoned areas, and the City does not want signs over 30 feet high in the downtown area or going up Central Ave. The ordinance was most likely in place before the HWY bypass came in.

Commissioner Billings made the motion to approve the variance request to have two free standing signs and to have one free standing sign 50 feet tall. Commissioner Millam seconded the motion.

Motion **passed** unanimously.

Commissioner Novak opened up discussion on the conditional use request for 18 assisted living units in a B-2 General Business Zoning District from John Przymus.

Lind explained that Mr. Przymus is asking to have an additional 18 assisted living units in his building. 4 units would go where the swimming pool is located and 14 units would be going on the East side of the building where the restaurant and the bar were located. Lind explained that the restaurant and the bar would require 157 parking spaces and now there would only be 9 parking spaces required to meet our parking ordinance.

Commissioner Novak asked if there would still be a banquet hall, Mr. Przymus stated at this time there would be but there would be no more daycare in the building.

Commissioner Millam made the motion to approve the conditional use request to have 18 assisted living units in the B-2 General Business District. Motion was seconded by Commissioner Johnson.

Motion **passed** unanimously.

Commissioner Novak opened up discussion on the Final Plat for Boulder Ridge Second Addition from AJW/CKW Developers.

Lind explained that because this is only for one lot, the City Engineer and I decided that it would only require a final plat. But all other new plats for this development would require a preliminary and a final plat. Lind stated that this plat consists of one lot at the end of 9th St. NE on the South side of the road and the rest of the property would be an Outlot. Lind stated that if the commission recommends approving the final plat, that there is a condition that it must meet all of the City Engineers requirements.

Commissioner Billings made the motion to approve the Final Plat of Boulder Ridge Second Addition with the condition that it meets all of the City Engineers requirements. Commissioner Johnson seconded the motion.

Motion **passed** unanimously.

Commissioner Novak opened up discussion on parking requirements.

Lind explained that the owner of 105 1st St. W. was at the City Council meeting and was asking to have the parking ordinance changed because he does not have any off street parking for his rental

units. The owner explained that he did rent parking space from the beauty shop down the road, but if the lot is plowed and his renters were still parked there, he had to pay to have the lot plowed again. Commissioner Millam stated that he did not think that the parking should be restricted during the summer, the City does not need to sweep everyday and maybe limit the parking for only a couple days of the week to allow for sweeping. But he did realize that snow fall cannot be predicted so the restrictions should be on during the winter time.

Commissioner Billings stated that she heard that the building was being sold.

~~Lind stated that he did receive a phone call from a person asking if there are any issues with the building because he was looking at purchasing it, Lind told him about the parking issues and the issue with the Fire Marshal, the person said he was aware of both of those issues.~~

Commission Millam stated that if he is aware of the issues and is still going to buy it, then the ordinance should stay the same.

It was the recommendation of the Planning Commission that the parking ordinance stay the same because it could not be changed in the winter because of plowing issues.

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

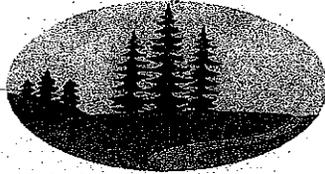
Motion **passed** unanimously

Minutes respectfully submitted by,

Marshall Lind

Marshall Lind
Zoning Administrator

CITY OF MILACA



255 1st STE
MILACA MN 56353
(320) 983-3141
(320) 983-3142 FAX
www.cityofmilaca.org

APPLICATION FOR CONDITIONAL USE PERMIT

Application is hereby made for a Conditional Use Permit for (description of Conditional Use Permit)

Massage Therapy business

Address of Property: 152nd 2nd Ave SW

Owner Name: ~~LiAnna Clement~~ Roger Wagner

Owner Address: ~~6731 152nd St~~ Circle 6 Appraisal

Street Address

Milaca

City

MN

State

56353

Zip Code

* Telephone: (320) 339-8909

Applicant's Name: LiAnna Clement

Applicant's Address: 6731 152nd St.

Street Address

Milaca

City

MN

State

56353

Zip Code

Applicant Telephone: (320) 339-8909

The following information is submitted in support of this application:

Completed Application for Conditional Use Permit

Fee of \$200 PAID BY VISA

Legal Description of property attached

Depending on the Conditional Use Permit requested, the following may be required:

_____ 16 copies of a Site Plan

_____ 16 copies of a Sign Plan

_____ 16 copies of any other appropriate plans or drawings

A narrative explaining the purpose of the request, the exact nature of the Conditional Use Permit, and the justification of the request.

Other

I fully understand that all of the above required information must be submitted at least 20 days prior to the Planning Commission meeting to ensure review by the Planning Commission on that date.

Applicant's Signature Jim Max Cloud

Date 10/01/2018

Comments/Revisions _____

Received By:

City Agent's Signature [Signature]

Date 10/3/18

Street
access

Office
2x8

Hallway
1/2 door

1/2 door

2nd Ave SW

1/2 door

Warehouse
2x8

Backroom



Hours: Mon - 9-5

Wed - 9-5

Friday - 9-5

Sat. 8-12

Tues/Thurs.

appt available up until 7 pm

* by appt only

of Employees - 0

Myself - owner & Massage Therapist

Parking - Street

Lighting - Lamps

Noise - mixed, quiet music

Signage - Hanging sign of front of building (chains already present)
Windows

Garbage - Lundford - Roger Wagner / Circle 6 Appraisal

Physical changes - N/A

Impact on neighbors - None

MILACA PLANNING COMMISSION

STAFF REPORT

Subject: 18-07 Conditional Use request

Applicant: LiAnna Clement

Location: 152 2nd Ave SW

Zoning: B-1 Central Business District

Request: To have a Message Therapy Business

Date of Public Hearing: November 13, 2018

Reported By: Marshall Lind

Application Submitted:

An application for a conditional use permit to have a massage therapy business to be located in the B-1 Central Business District.

Comments:

The applicant is asking to have a massage therapy business located in the B-1 Central Business District. Ordinance 156.038 B-1, Central Business District:

(A) Purpose. The Central Business District is designed and intended as a specialized district to service the pedestrians in a compact area for the City. The B-1 District will provide for a high density shopping and business environment, especially stressing the pedestrian function and interaction of people and businesses.

(F) Uses requiring a conditional use permit.

(13) Commercial uses determined to be of the same general character as identified permitted and conditional uses and found not to be detrimental to the general public health and welfare.

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

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

- (4) The character of the surrounding area; and
- (5) The demonstrated need for the use.

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

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

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

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

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

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

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

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

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

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

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

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

It was explained to the applicant that if she or anyone else would be providing any of the services listed in the City Adult Use Ordinance, the business would not be able to be located in the B-1 Zoning District. These are the definitions from the Adult Use Ordinance pertaining to massage parlors.

ADULT USE - MASSAGE PARLOR, HEALTH CLUB. A massage parlor or health club which provides the services of massage, if such service is distinguished or characterized by an emphasis on "specified sexual activities" or "specified anatomical areas."

SPECIFIED ANATOMICAL AREAS.

(1) Less than completely and opaquely covered human genitals pubic region, buttock, anus or female breasts below a point immediately above the top of the areola; and

(2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES. Includes any of the following:

(1) Actual or simulated sexual intercourse, oral copulation, anal intercourse, copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, the use of excretory functions in the context of a sexual relationship, and any of the following sexually-oriented acts or conduct: anilingus, buggery, coprophagy, coprophilia,

cunnilingus, fellatio, intercourse, necrophilia, oral copulation, pederasty, pedophilia, piquerism, sapphism, sodomy, zooerasty; or

(2) Actual or simulated of any of the following: use of human or animal ejaculation, sodomy, oral copulation, coitus, or masturbation; or

(3) Fondling or touching of nude human genitals, pubic region, buttocks, or female breast; or

(4) Situations involving a person or persons, any of whom are nude, clad in undergarments or in sexually revealing costumes, and who are engaged in activities involving the flagellation, torture, fettering, binding, or other physical restraint of any such persons; or

(5) Erotic or lewd touching, fondling or other sexually oriented contact with an animal by a human being; or

(6) Human excretion, urination, menstruation, vaginal or anal irrigation;

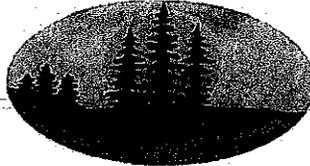
(7) Excretory functions as part of or in connection with any of the activities set forth in (1) through (6) above.

The applicant stated that she would not be providing any of these services.

Staff Recommendation:

The property is located in the B-1 Central Business Zoning District and the zoning ordinance does allow for commercial uses determined to be of the same general character as identified permitted and conditional uses and found not to be detrimental to the general public health and welfare. I would support granting the Conditional Use request if Planning Commission believe the business meets all of the requirements for the Conditional Use and that the business does not meet any of the requirements for an Adult Use.

CITY OF MILACA



255 1st STE
MILACA MN 56353
(320) 983-3141
(320) 983-3142 FAX
www.cityofmilaca.org

APPLICATION FOR CONDITIONAL USE PERMIT

Application is hereby made for a Conditional Use Permit for (description of Conditional Use Permit)

City Ordinance 156.038 Central Business District Regulations: (F) Uses requiring a Conditional Use Permit: (7) Churches

Address of Property: 225 2nd Street SW, Milaca, MN 56353

Owner Name: Allenjackson Properties, LLC

Owner Address: 157 Central Ave South

Street Address

Milaca

City

MN

State

56353

Zip Code

Telephone: (320) 983-6664

Applicant's Name: The Crossing Church - Pastors Jason & Tracy Keech / Ron Touchette, P.M.

Applicant's Address: 829 School Street

Street Address

Elk River

City

MN

State

56353

Zip Code

Applicant Telephone: (612) 435-7777 Ron

The following information is submitted in support of this application:

Completed Application for Conditional Use Permit

Fee of \$200

Legal Description of property attached

Depending on the Conditional Use Permit requested, the following may be required:

_____ 16 copies of a Site Plan

_____ 16 copies of a Sign Plan

_____ 16 copies of any other appropriate plans or drawings

A narrative explaining the purpose of the request, the exact nature of the Conditional Use Permit, and the justification of the request.

Other

I fully understand that all of the above required information must be submitted at least 20 days prior to the Planning Commission meeting to ensure review by the Planning Commission on that date.

Applicant's Signature 

Date 10/22/18

Comments/Revisions _____

Received By:

City Agent's Signature 

Date 10/24/18



THE CROSSING CHURCH
GUILT FREE GRACE FULL

829 School Street | Elk River, MN 55330
763.633.9706 | office@crossing-church.com
freegrace.tv

October, 22, 2018

City of Milaca, MN
Mr. Marshall Lind
Zoning Administrator
255 1st St. E.
Milaca, MN 56353

RE: Crossing Church location, 225 2nd St. SW, Milaca, Use Permit Application

Dear Community of Milaca,

The Crossing Church is an outreach church affiliated with C3 Global, The Champions Network, and Converge. We currently have church's in Zimmerman, Elk River, St. Michael, St. Cloud, St. Paul, and Minneapolis. We believe in loving people where they are in life; helping them experience the love, hope, and grace of Jesus. The mission of The Crossing Church is to help as many people as divinely possible cross to the line of faith and follow Jesus. We achieve this mission in part through reachable Church locations and opportunities situated right in the middle of the communities that we serve. We are blessed to be able to deliver Church opportunities for people that *don't do Church!*

The Milaca congregation today consists of a passionate group of 20 Milaca area residents that together form the seeds that will raise the Church - we look to see that number grow to 50 or more in the next year or so. We anticipate and hope to be in the current 2nd St location, our current location as it exists today, for the next 1-3 years. We have made necessary aesthetic updates to clean up the interior space of the building, including cleaning, painting, decorating and miscellaneous maintenance type repairs and renewals.

The Crossing Church offers weekend worship service and will be continuing to host our weekday Freegrace Recovery group that has been meeting at the space for 13 months now. Small fellowship group and Bible study gatherings will also take place from time to time at the Church, typically evenings mid-week, allowing and encouraging our congregants to grow in their faith.

Our hope is to help people in the community find freedom in Christ, soar to new levels in faith and life, and to find help and support to conquer any hurt, habit, or personal challenge that may be holding them down!

God bless.

Pastor Jason Keech.

MILACA PLANNING COMMISSION

STAFF REPORT

Subject: 18-08 Conditional Use request

Applicant: The Crossing Church

Location: 225 2nd St SW

Zoning: B-1 Central Business District

Request: To have a Church

Date of Public Hearing: November 13, 2018

Reported By: Marshall Lind

Application Submitted:

An application for a conditional use permit to have a church, located in the B-1 Central Business District.

Comments:

The applicant is asking to have a church located in the B-1 Central Business District. Ordinance 156.038 B-1, Central Business District:

(A) Purpose. The Central Business District is designed and intended as a specialized district to service the pedestrians in a compact area for the City. The B-1 District will provide for a high density shopping and business environment, especially stressing the pedestrian function and interaction of people and businesses.

(F) Uses requiring a conditional use permit.
(7) Churches

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

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

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

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

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

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

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

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

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

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

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

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

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

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

156.08 Number of Required Parking Space:

Church – 1 space each for each 4 seats of main assembly hall

114.00 Liquor Regulations

(B) Places Ineligible for License

(2) Except for banquet facilities, no license shall be granted within 300 feet of any school or church

Staff Recommendation:

The property is located in the B-1 Central Business Zoning District and the zoning ordinance does allow for churches with a conditional use. I do not see how the church would be able to meet the City Parking Ordinance 156.08. Being downtown all of the parking is on the public streets.

It appears that the church property is 502 feet from the VFW property, 480 feet from Jiggers property & 747 feet from the Legion property.

I would support granting the Conditional Use request if Planning Commission believes the business meets all of the requirements for the Conditional Use and if the Planning Commission does not think the additional parking on the street will affect the other businesses. The church property would be at a distance far enough away from any property that currently has liquor sales.

All that part of Lot Six (6), Block Seventeen (17), Second Addition to the Village of Milaca according to the plat thereof on file and of record in the office of the Register of Deeds in and for Mille Lacs County, Minnesota, described as follows, to-wit: Commencing at the Northwest Corner of said Lot Six (6), Block Seventeen (17), thence East along the North line of said Lot Six (6) a distance of Sixty (60) feet; thence South at right angles a distance of Thirty-two feet and six inches (32'6"); thence West at right angles and parallel with the North line of said Lot Six (6) a distance of Sixty (60) feet; thence at right angles to the North a distance of Thirty-two feet and six inches (32'6") to the place of beginning.

The South Six (6) inches of the North Thirty-three (33) feet of the West Sixty (60) feet of Lot Six (6), Block Seventeen (17), Second Addition to the Village of Milaca, according to the plat thereof and of record in the office of the Register of Deeds in and for said Mille Lacs County, Minnesota.

The West Forty (40) feet of the North Sixteen (16) feet of the South Thirty-three (33) feet of Lot Six (6), Block Seventeen (17), Second Addition to the Village of Milaca, according to the plat thereof and of record in the office of the Register of Deeds in and for said Mille Lacs County, Minnesota.

The East Twelve and one-fourth feet (E 12 ¼') of the West Fifty-two and one-fourth feet (W 52 ¼') of the North Sixteen feet (N 16') of the South 33 feet (S 33') of Lot Six (6), Block Seventeen (17), Second Addition to the Village of Milaca, according to the plat thereof on file and of record in the office of the Register of Deeds within and for said Mille Lacs County, Minnesota.



225 2nd St Sw, Milaca, MN 56353-1103, Mille Lacs County



N/A	2,951	2,815	\$45,000
Beds	MLS Sq Ft	Lot Sq Ft	MLS Sale Price
N/A	N/A	COM'L BLDG	10/06/2016
Baths	Yr Built	Type	MLS Sale Date

Owner Information

Owner Name:	Allenjackson Properties LLC	Taxpayer ZIP+4:	1122
Taxpayer Address:	157 Central Ave S	Taxpayer Carrier Route:	C001
Taxpayer City and State:	Milaca, MN	Owner Occupied:	No
Taxpayer Zip:	56353		

Location Information

Municipality:	Milaca	Block:	17
Zip Code:	56353	School District Name:	Milaca School Dist
Carrier Route:	C002	School District:	912
Census Tract:	1705.00	Section #:	25
Subdivision:	Second Add To Milaca	Township #:	38
Lot:	6	Range #:	27

Tax Information

PID#:	210420820	% Improved:	91%
PID:	21-042-0820	Special Assessment:	\$1
Legal Description:	SECOND ADDITION TO MILACA W 60 FT OF N 33 FT OF LOT 6 BLK 17 & W 52.25 FT OF N 16 FT OF S 1/2 OF LOT 6 BLK 17		

Assessment & Tax

Assessment Year	2017	2016	2015
Estimated Mkt. Value - Total	\$65,100	\$61,700	\$64,000
Estimated Mkt. Value - Land	\$5,600	\$5,600	\$5,600
Estimated Mkt. Value - Building	\$59,500	\$56,100	\$58,400
Taxable Mkt. Value - Total	\$65,100	\$61,700	\$64,000
Taxable Mkt. Value - Land	\$5,600	\$5,600	\$5,600
Taxable Mkt. Value - Building	\$59,500	\$56,100	\$58,400
YOY Taxable Mkt. Value Chg (\$)	\$3,400	-\$2,300	
YOY Taxable Mkt. Value Chg (%)	5.51%	-3.59%	

Payable Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$2,364		
2017	\$2,252	-\$112	-4.74%
2018	\$1,860	-\$392	-17.41%

Characteristics

Lot Acres:	0.0646	Year Built:	MLS: 1920
Lot Sq Ft:	2,815	Finished Sq Ft:	MLS: 2,951
Land Use - County:	Commercial Preferred	Basement Type:	MLS: Partial, Stone, Unfinished
Land Use - CoreLogic:	Commercial Building		

Listing Information

MLS Listing Number:	4630926	MLS Sale Price :	\$45,000
MLS Status:	Sold	MLS Sale Date :	10/06/2016

Courtesy of Ron Touchette, NorthstarMLS

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Detail

Generated on 10/22/2018

Page 1 of 3

MLS Listing Date: **08/04/2015**
 MLS Current List Price: **\$49,900**
 MLS Orig. List Price: **\$59,900**
 MLS Cancellation Date : **09/22/2016**

MLS Listing Agent :
 MLS Listing Broker :
 MLS Selling Agent:
 MLS Selling Broker:

496501233-Marty G Ringham
COUNTRYSIDE REALTY
496505325-Paul J. Jackson
HEWITT JACKSON REAL ESTATE

MLS Listing # 4398707
 MLS Status Expired
 MLS Listing Date 08/05/2013
 MLS Orig Listing Price \$75,900
 MLS Listing Price \$74,900
 MLS Listing Cancellation Date 08/01/2015

Last Market Sale & Sales History

Recording Date:	00/2016	Deed Type:	Deed (Reg)
Sale Date:	10/06/2016	Owner Name:	Allenjackson Properties LLC
Sale Price:	\$45,000	Seller:	Apg Real Properties LLC

Recording Date 00/2016
 Sale/Settlement Date 10/06/2016
 Sale Price \$45,000
 Buyer Name Allenjackson Properties LLC
 Seller Name Apg Real Properties LLC
 Document Type Deed (Reg)

Certificates of Real Estate Value

CREV Sale Date	Buyer Name	Filing Date	CREV Sale Price	CREV #	CREV ID
10/06/2016	Allenjackson Properties LLC	01/01/2016	\$45,000	573248	4442860

CREV Sale Date 10/06/2016
 CREV Sale Price \$45,000
 Buyer Name Allenjackson Properties LLC
 Buyer Address 157 S Central Ave
 Buyer City/State/ZIP Milaca, MN, 56353
 Seller Name Apg Real Properties LLC
 Seller Address 29088 Airpark Dr
 Seller City/State/ZIP Easton, MD, 21601
 Down Payment \$45,000
 CREV Planned Use Other
 Planned Use Desc Otherother

Courtesy of Ron Touchette, NorthstarMLS

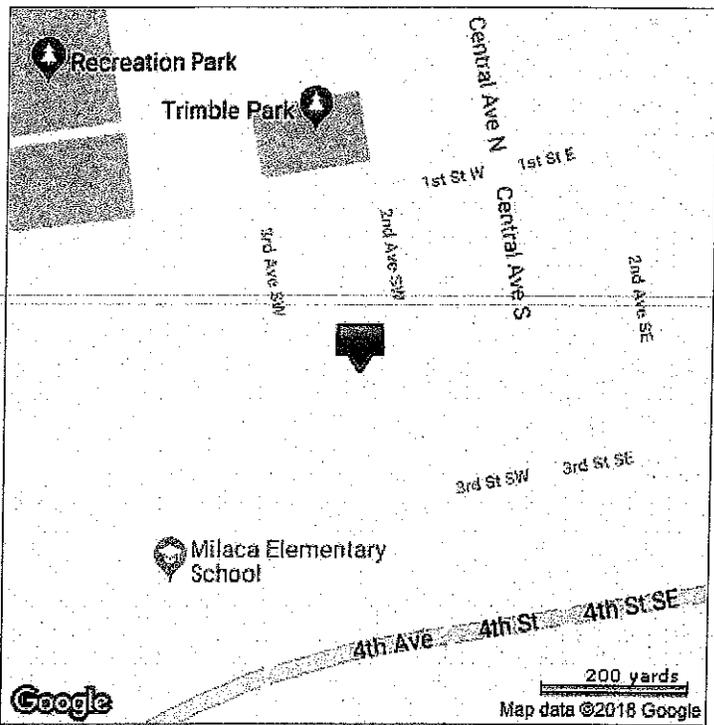
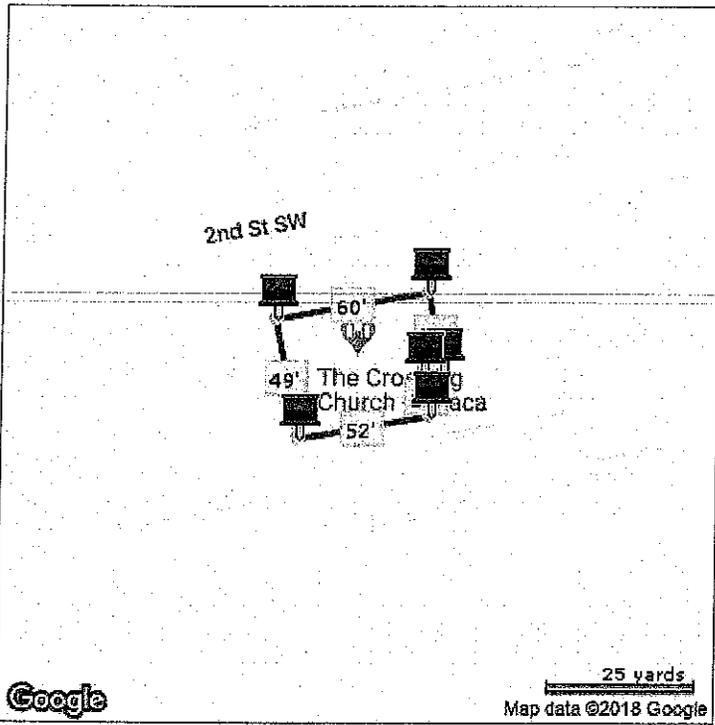
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Property Detail

Generated on 10/22/2018

Page 2 of 3

Property Map



*Lot Dimensions are Estimated

Courtesy of Ron Touchette, NorthstarMLS

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Detail

Generated on 10/22/2018

Page 3 of 3

Dani Murray

Full Name: Ronald J. Touchette
Last Name: Touchette
First Name: Ronald
Job Title: CEO
Company: ROCK SOLID Companies

Business Address: 7078 East Fish Lake Road
Maple Grove, MN 55311
Other Address: 625 SE Dean Ter
Port St Lucie, Florida 34984
United States

Business: (612) 435-7777
Business 2: (763) 786-7979
Company Main Pho: (612) 435-7770
Pager: 763-635-5413
Business Fax: (612) 435-7778

Email: Ron@rocksolidcos.com
Email Display As: Ronald J. Touchette

Web Page: www.rocksolidcos.com

Details Updated 3/24/2017:
Business Address Country/Region: United States United States of America

Details Updated 3/31/2017:
Business Address Country/Region: United States United States of America

Dani Murray

Full Name: Jason Keech
Last Name: Keech
First Name: Jason
Job Title: Campus Pastor Zimmerman / Milaca
Company: Crossing Church

Business Address: 12864 Fremont Ave,
Zimmerman 55398

Mobile: (763) 258-6849

Email: jason.keech@crossing-church.com
Email Display As: Jason Keech (jason.keech@crossing-church.com)

Web Page: <http://freegrace.tv>



November 2, 2018

Damien Toven
Dove Fretland, PLLP
413 South Rum River Drive, Suite 6
Princeton, MN 55371

*WALTERS PROP
PREV FIRE ON
THIS PROPERTY*

**Re: Scope of Work and Cost - Phase I Environmental Site Assessment
210 8th Street NE
Milaca, MN 56353**

Dear Mr. Toven:

As requested, outlined below is a scope of work and cost estimate to perform a Phase I Environmental Site Assessment (ESA) for the commercial property located at 210 8th Street NE in Milaca Minnesota (the Property). The Phase I ESA will be performed in general compliance with the ASTM E1527-13 Standard Practice for Environmental Site Assessments. WSB understands that the assessment report will be used for a real estate transaction purposes. The following items will be performed as part of the Phase I ESA:

Historic Records Review

WSB will obtain federal and state regulatory database information for the Property from a commercial regulatory vendor to evaluate for potential environmental conditions. This review will not include a detailed review of all listings identified in the regulatory database search, rather will focus on listings which have the potential to result in a recognized environmental condition (REC). The following historical records will be reviewed:

- Sanborn Fire Insurance Maps
- Historical Aerial Photographs
- City Directories
- Historical Topographic Maps
- Federal EPA-listed sites including NPL, CERCLIS, RCRA, and ERNS
- State MPCA-listed sites including UST, LUST, MERLA, VIC, spills, landfills, and other state listed sites
- Regulatory file review for applicable sites will be included as required per ASTM E 1527-13. Based upon current public information available from an MPCA website, one file review will be completed.

This task does not include obtaining an Environmental Lien and Other Activity Use Limitations (AULs) search.

Interviews

WSB will conduct interviews with Property representatives (via phone or in person) regarding past and current Property use activities. Any entity relying on the Phase I ESA will complete a User Questionnaire provided by WSB. The following representatives will be contacted and interviewed (if available):

- Current or past Property owners
- Current Property management or maintenance staff
- City building and inspection department
- City fire department

Site Reconnaissance

WSB will make a direct visual inspection of the Property and adjoining properties. All Property areas, including buildings and storage structures, will be accessed as part of the site reconnaissance. The adjoining properties will be viewed from the public right-of-way areas. The site reconnaissance will include observation and documentation of the following:

- Location of visible above ground or underground storage tanks
- Location of chemical or hazardous material storage
- Location of water bodies (if present)
- Condition of vegetation and exposed soils
- General parcel topography
- Photographic documentation

Reporting

WSB will summarize the results of the Phase I ESA in a final documentation report. This task does not include those items considered non-scope by ASTM Standard E1527-13 including; asbestos, lead-based paint, radon, lead in drinking water, wetlands, regulatory compliance, cultural/historic resources, industrial hygiene, indoor air quality, biological agents, or mold sampling and analysis. The report will be completed in accordance with the ASTM E1527-13 standard and shall include the following:

- Supporting documentation upon which the findings and opinions are based
- Scope of services performed
- A "findings" section which will detail any recognized environmental conditions (RECs) identified by the assessment
- The opinion of the environmental professional
- Any conclusions drawn from the assessment

Assumptions

The following items are assumed for this scope of work:

- Property access will be facilitated by the Dove Fretland, PLLP.
- Based on available MPCA information, no MPCA regulatory file reviews will be required.
- An Environmental Lien and AULs search will not be completed as part of this scope.
- Dove Fretland, PLLP will provide one review/comment of the Phase I ESA report.

Mr. Damien Toven
November 2, 2018
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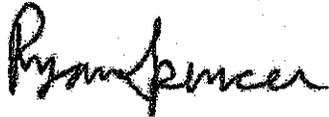
- If reliance letters are desired, the cost is \$300 per reliance letter and \$100 for each additional entity listed on the letter.

Total Cost and Schedule

The cost to perform the above described Phase I ESA is a lump sum of **\$2,780**. If additional work is required beyond this scope, WSB will provide the services on a time and materials basis with approval from Dove Fretland, PLLP. Upon authorization, WSB can initiate the work immediately and provide a draft report within two weeks of the site visit. If you wish to authorize this work, please sign below and submit a copy to WSB.

Sincerely,

WSB & Associates, Inc.



Ryan Spencer, CHMM
Senior Environmental Scientist

I hereby authorize the above scope of work, schedule, and cost.

Name (Print)

Signature

Date

Enclosures
WSB 2018 Rate Schedule
WSB General Contract Provisions



2018 Rate Schedule

	Billing Rate/Hour
Principal	\$163-\$182
Associate / Sr. Project Manager / Sr. Project Engineer	\$147-\$182
Project Manager	\$128-\$142
Project Engineer	\$112-\$142
Graduate Engineer	\$85-\$105
Sr. Landscape Architect / Sr. Planner / Sr. GIS Specialist	\$115-\$142
Landscape Architect / Planner / GIS Specialist	\$68-\$107
Engineering Specialist / Sr. Environmental Scientist	\$97-\$139
Engineering Technician / Environmental Scientist	\$56-\$92
Construction Observer	\$92-\$116
Pavement Coring	
One-Person Crew	\$170
Two-Person Crew	\$255
Survey	
One-Person Crew	\$140
Two-Person Crew	\$185
Three-Person Crew	\$198
Office Technician	\$50-\$90
<p>Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract.</p> <p>Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc.</p> <p>Multiple rates illustrate the varying levels of experience within each category.</p> <p>Rate Schedule is adjusted annually.</p>	

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONSTRUCTION OBSERVATION

If requested by Client, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

ARTICLE 5 – OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the

Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. 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. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

ARTICLE 10 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 11 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data

files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 12 – INDEMNIFICATION

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

ARTICLE 15 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. 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 Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 16 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 17 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 19 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of Minnesota.

ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.