

MILACA CITY COUNCIL AGENDA  
SEPTEMBER 13, 2012

6:30

Call meeting to order  
Roll Call

Consent Agenda

Minutes of August 16 regular council meeting  
Bills for payment  
TIF funds from 4-10 back to TIF 5 to be sent back to county  
Approval of city acting as fiscal agent for 2013 Rec Fest  
Approve mobile/cell phone usage policy for police department  
City Treasurer's report

Citizens Forum

Public Hearing

Requests and Communications

Brian Swanson – option agreement  
Marc Dunker – Princeton Insurance Agency

Ordinances and Resolutions

Ordinance No. 395 – Temporary sign ordinance  
Resolution No. 12 – 36 Approving the 2013 preliminary budget and levy  
Resolution No. 12 – 37 Storm sewer cover

Reports of Boards and Commissions

Planning commission  
Economic Development commission  
Airport commission  
Parks commission  
Downtown Initiative

Unfinished Business

Approve loan for Great Favor Properties

New Business

SCDP w/Princeton

Council Comments

Adjourn

**This agenda and attachments are available on the city's website, [www.cityofmilaca.org](http://www.cityofmilaca.org)**

MILACA CITY COUNCIL MINUTES  
AUGUST 16, 2012 MEETING

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

Staff present: Lerud, Gann, Toven, and Schieffer.

Others present: Daryl Bronniche, John Savage, and Luther Dorr.

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

1. Minutes of the July 19 regular council meeting
2. General bills, 812159E-812166E, #38669-38670, #38738-38762, #38768-38830, totaling \$176,421.80; Liquor bills, 912029E-912032E, #22241-22256, #22291-22307, totaling \$133,920.91.
3. RESOLUTION NO. 12 – 32 A RESOLUTION ASSESSING UNPAID FIRE DEPARTMENT CHARGES FOR SERVICE (entire text appears in Resolution book.)
4. RESOLUTION NO. 12 – 33 A RESOLUTION ASSESSING UNPAID FIRE DEPARTMENT CHARGES FOR SERVICE (entire text appears in Resolution book.)
5. RESOLUTION NO. 12 – 34 A RESOLUTION ASSESSING AN UNPAID SEWER SERVICE CHARGE (entire text appears in Resolution book.)
6. City Treasurer's report.

Unanimous consent.

Mayor Petersen opened citizen's forum and invited anyone to speak to an item not on the agenda. John Savage asked when the ordinance permitting chickens was going to be discussed. Mayor Pedersen said it was discussed at the last council meeting, and the council, based on the recommendation from the planning commission, denied the application. Savage said it was disappointing because there was not a valid discussion at the planning commission, and that it was said they were requesting 30 chickens not three. Council member Bekius said the planning commission did discuss the issue, and the matter regarding the number of chickens was made clear at the public hearing. He said that there were four letters received against and those in attendance at the public hearing were against it as well, and the council based their decision on the recommendation of the planning commission.

Savage said that he did not see how the Twin Cities with as many people as are there permit chickens and Milaca chooses not to. Lerud said that there are many cities in the Twin Cities area, and not all of them permit chickens. Each city council makes the decision based on what they believe is best for their city, and Milaca actually does allow chickens on lots 10 acres or larger.

There was no further discussion. No one else came forward. Mayor Pedersen closed citizen's forum.

Council member Dillan offered Resolution No. 12 – 35 and moved for its adoption, second by Johnson

RESOLUTION NO. 12 – 35

A RESOLUTION APPROVING A LOAN FROM THE MILACA ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

(entire text appears in Resolution book)

Bronniche said they are planning to renovate the remaining portion of the building they own on First Street for retail. He said they have interest in the space, but it is obviously is contingent on building it out. Bronniche said they have redone the front of the building and they believe this building will be a very nice addition to the downtown once it is completed.

Council member Bekius asked if all the businesses were aware of this revolving loan fund. Lerud said it has been talked about for the past several months when we requested the funds back from the MN Community Capital Fund, and Dillan said it has been in the paper several times.

Mayor Pedersen asked if it is approved tonight would all the documents come back to the council for approval. The city attorney said it would. The consensus of the council was to have mortgage payments made on a quarterly basis.

Upon voting all voted in favor of the motion.

Council member Bekius said there was no planning commission this month.

Lerud said the minutes of the last economic development commission were in the agenda packet, and the commission meets next Friday.

Council member Muller said they had an airport commission meeting but there was no quorum. He said there were 92 airplanes that came in for the fly-in and 10 stayed overnight. He said the Legion served between 450 and 500 breakfasts. Muller said the city crew did a great job getting the airport ready.

Mayor Pedersen said the parks commission met on Tuesday and discussed removing the railroad ties in Rec Park, reshaping the area for better drainage, and replacing with boulders and trees. He said the disc golf course is getting a lot of play. Council member Dillan said they hope to have all the disc golf signs in by the end of next week because there is a disc golf demonstration as a part of First National's celebration.

Mayor Pedersen said Rec Fest was successful, and they would be looking for a grant again next year. He said they had 83 campers this year and 85% of the people were from out of town.

Council member Dillan asked if the commission discussed a sign for Rec Park. He said the disc golf course received a grant for a sign, and it is important to have that sign up when the course officially opens. Dillan said he thought it could be a three-side sign with trails, parks, and disc golf information.

Council member Dillan said the benches and flower pots are all in and they have worked with a local greenhouse to grow the flowers over the winter in their greenhouse so they look good when they go in next year. He said they hope to add additional benches next year on first and along Central.

Lerud said he had hoped to come to the council tonight and seek approval to go out on bids but the architect sent an estimate out on Monday that was more than twice the original estimate. Lerud said he would be looking at additional options and coming back to the council in September because all parties want this to move forward.

Mayor Pedersen asked for an update on the bridge and dam project. Lerud said in mid-July he received a call from the Army Corps of Engineers saying they had wrongly authorized the project to proceed, and they were stopping it until they could complete a Section 106 historical evaluation of the bridge. Lerud said the Corps had previously given permission to proceed, and the MN State Historical Office had sent their approval letter. The city has the required DNR permits to proceed, but this process could take up 120 days to complete. Lerud said the contractor is aware of the issue.

Motion by Muller, second by Dillan to approve the special event permit application from First National Bank, unanimous consent.

Motion by Dillan, second by Muller to approve a temporary liquor license for Jigger's to sell at the First National event. Mayor Pedersen questioned whether or not they could sell wine, as the golf course was told they could not for Rec Fest. Lerud said he would verify and let the applicant know. Upon voting, all voted in favor.

A bid for sidewalk replacement was reviewed. Lerud said the work would replace the sidewalk along 1<sup>st</sup> Street West, and on the perimeter of the old Baptist church site. Tax Increment funds would be used to pay for the work. He said there are two curb stops along First Street that will need to be replaced if this project moves forward, and the owners are aware of the issue, and that would be done at their expense. However, with the sidewalk out, their cost would be cheaper because there would be no restorations.

Motion by Bekius, second by Johnson to accept the bid from French Lake Curb in the amount of \$37,593.30, unanimous consent.

Mayor Pedersen called for council comments.

Council member Dillan said the Mega Meet will be held September 22.

With no other business a motion to adjourn was made by Johnson, second by Muller, all voted in favor and the meeting adjourned at 7:12 p.m.

ATTEST

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Mayor Harold Pedersen

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Greg Lerud, City Manager

Approve transferring \$45,478.22 that was transferred to TIF District 4-10, back to TIF 5 for disbursement back to the county of excess TIF Funds.

## Greg Lerud

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**From:** David Drown <David@daviddrown.com>  
**Sent:** Friday, August 31, 2012 1:05 PM  
**To:** 'Kurt.Mueller@osa.state.mn.us'  
**Cc:** Greg Lerud; Tracy Gann  
**Subject:** Milaca TIF 5 transfer

Kurt: I do TIF consulting with City of Milaca and they asked me to look into your recent email and respond to you.

I have confirmed that the last PayGo obligation payment was indeed made in 2010 and there were no in-District obligations remaining. At that point, the City was required to terminate District 5 at the end of 2010 and return any surplus. Allowing the TIF District to remain outstanding for another year and transferring funds in 2011 was not allowable.

The City will be returning all transferred funds back to TIF #5, sending the full balance to the County Auditor, and closing the books on this TIF District in the next few days.

Sorry for the error; it was not intentional. Any further questions or concerns, please feel free to contact me directly.

David Drown, President  
David Drown Associates, Inc.  
612-920-3320

**From:** Kurt Mueller [<mailto:Kurt.Mueller@osa.state.mn.us>]  
**Sent:** Thursday, August 23, 2012 6:20 AM  
**To:** Tracy Gann  
**Subject:** TIF 5

Tracy,

In the PAYG tab of the 2010 TIF report, the City reported a final maturity date of 8/7/2010. Instead of decertifying the district in 2010, \$31,521 of tax increment was collected in 2011 and \$45,478 was transferred to TIF 4-10.

Please explain why the City believes it was allowed to collect the 2011 increment and transfer that increment to another TIF district.

Please provide a response by 9/1/2012. If you have any question or concerns, please don't hesitate to contact me.

Thanks you.

Kurt Mueller  
OSA TIF Division  
651-297-3680

*Caution: This e-mail may contain CONFIDENTIAL information or information protected by state or federal law. If you have received this e-mail by mistake, please do not read, distribute, or reproduce it (including any attachments). Please notify us immediately by return e-mail, and then delete it from your system. Thank you.*

## MOBILE/CELLULAR TELEPHONES

### POLICY

It shall be the policy of the Milaca Police Department that all employees of the agency are prohibited from using a cell phone or similar device while operating a city-owned vehicle, or a personal vehicle that is being used on city business, whether the device is being used for personal or city business. This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to e-mail, checking for phone messages, or any other city or personally related activities not named here.

#### Use:

1. Phones will not be used in lieu of answering, in person, a call for service.
2. All calls shall be kept short, concise, and limited to non-extraneous conversations.
3. When needed, cellular phones may be used for contacting callers for additional information.
4. Cellular phones should be used for making contacts with acceptable guardians for youth needing assistance.
5. If at all possible, officers should bring their vehicle to a stop when answering incoming phone calls. All outgoing phone calls, when practical, shall be made when the vehicle is in the parked position.
6. Mobile/Cellular phones should not normally be used for personal calls while on patrol. Personal calls should be limited to emergencies within the officer's immediate family or matters that cannot be delayed.

#### This prohibition does not include the following:

1. The use of a "hands-free" cell phone or similar device for receiving (not sending) audible messages, such as receiving a telephone call while driving;
2. The use of a Global Positioning Device for the purpose of navigating to or from a destination while driving;
3. The use of a cell phone or similar device after the vehicle has been brought to a full and complete stop at a safe distance from moving traffic;
4. The use of a cell phone or similar device for necessary coordinated activities by emergency vehicle operators;
5. The use of a cell phone or similar device by a city employee who is a passenger in a city-owned vehicle, or a personal vehicle that is being used on city business.

**\*Cautionary note:** Officers should know that cellular communications are not considered a secure form of communication. Sensitive case information should be conveyed through the regular telephone system or in person when possible.

(08/12)

## OPTION AGREEMENT

This Agreement is made this 13th day of September, 2012, by and between City of Milaca ("Seller") and Land & Lease Development L.L.C., a Minnesota limited liability company, or its nominee ("Land & Lease").

WHEREAS, Seller is the fee owner of land, and any improvements thereon, located at 97,300 SF (at corner and extending South for a total of 97,300 SF) subject to final survey in the town/city of Milaca, county of Mille Lacs, State of Minnesota, legally described as shown on Exhibit A, attached hereto and incorporated herein (the land and any improvements and personal property thereon are collectively referred to herein as the "Property"); and

WHEREAS, Seller wishes to grant to Land & Lease, and Land & Lease wishes to acquire from Seller, on the terms herein, an option for the purchase of the Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Grant of Option.** Seller hereby grants to Land & Lease the exclusive right and option (the "Option") to purchase the Property. Seller shall neither sell nor attempt to sell the Property to any third party during the Option Term, which shall be the period of time beginning with the signed acceptance date of this Agreement and terminating 12 months from such date. In the event a signed lease with McDonalds Corp. is not finalized by that date, seller agrees to extend this option a like amount of time as required to finalize the lease, not to exceed 6 months from the original termination date.

2. **Option Payment.** Seller hereby acknowledges receipt of the sum of \$500.00 (the "Option Payment") as payment for the Option. The Option Payment shall be refundable except as otherwise provided herein.

3. **Purchase Price.** If the Option is exercised, Land & Lease shall purchase the Property by making a payment to Seller in the amount of \$ 150,000 (the "Purchase Price"). The Purchase Price shall be paid on the Closing Date (as defined below).

4. **Exercise of Option.** Land & Lease may exercise the Option by giving notice to Seller, during the Option Term, of Land & Lease's intention to purchase the Property (the "Option Notice"). The Option Notice shall be accompanied by a check in the amount of \$5,000 (the "Earnest Money"), which shall be nonrefundable (except in the event of breach by Seller under this Agreement or Seller's inability to provide marketable title to the Property, as provided in Section 7 herein) and shall be applied toward the Purchase Price on the Closing Date. The Earnest Money shall be deposited by Seller in an interest-bearing account; all accrued interest shall be deemed part of the Earnest Money, as that term is used herein. The Option Notice shall specify as the date of purchase a date not more than 90 days after delivery of the Option Notice (the "Closing Date").

5. **Property.** The Property shall include all real and personal property located at or on, or used in conjunction with, the land described in Exhibit A, including without limitation

land, improvements, fixtures, equipment, furniture, files, and permits. Notwithstanding the preceding sentence, Land & Lease shall be entitled to identify personal property which it does not wish to purchase and which shall not be a part of the Property and shall be removed from the land by Seller prior to the Closing Date. **This option shall be contingent upon successful plat approval of a minimum of 2 tracts. Seller to provide Sewer, Water and Street to lot line.**

6. **Delivery of Information.** Seller acknowledges that Land & Lease, in determining whether to exercise the Option, will be examining the structural, physical, environmental, and financial condition of the Property. To facilitate this examination, Seller shall deliver to Land & Lease, as soon after execution of this Agreement as is practicable, copies of all leases, permits, utility and service contracts, warranties, plans, surveys, reports, environmental reports or assessments, and financial information with respect to the Property and in Seller's possession or control. Seller shall further provide to Land & Lease any additional information reasonably requested by Land & Lease. Seller shall permit Land & Lease or its agents to physically enter and inspect the Property at all reasonable times, upon reasonable notice.

7. **Title.** Seller shall deliver to Land & Lease, within 30 days of binding acceptance of this option, a title insurance commitment (the "Title Commitment") and address to the Property. Seller shall bear the cost of the Title Commitment. Land & Lease shall have 20 business days after receipt of the Title Commitment to make written objections to any title matters which would interfere with Land & Lease's intended use of the Property, which objections shall be waived if not so made. Land & Lease shall not be entitled to object to any rights of tenants terminable on or prior to the Closing Date. Seller's cure of title objections shall be reasonable, diligent, and prompt. The Closing Date shall be postponed pending cure of title objections, except that liens or encumbrances for liquidated amounts which can be released by payment or escrowed from proceeds of closing shall not delay the Closing Date. Until such time as Seller cures the title objections, Land & Lease shall be entitled to waive its objections and proceed to close; or, at its election, terminate this Agreement, in which event the Option Payment and Earnest Money shall be reimbursed to Land & Lease and the parties shall have no further obligations hereunder.

8. **Environmental Investigation.** Seller hereby grants Land & Lease, from and after the date hereof, access to the Property so that Land & Lease or its agents may conduct such tests as Land & Lease deems prudent to determine the environmental condition of the Property. Such testing shall be done at the expense of Land & Lease. In conducting such tests, Land & Lease shall use reasonable efforts to avoid disrupting the business of Seller or any tenants then occupying the Property.

- (a) Land & Lease shall provide prior notice to Seller and, if different, the occupant of the Property of the dates and times on which Land & Lease or its environmental consultants will be conducting inspections, audits, and tests of the Property; and will permit representatives of Seller and of the Property's occupant to be present for such inspections, audits, and tests.
- (b) Land & Lease shall restore any damage caused to the Property as a result of its testing procedures.

9. **Closing.** The closing shall occur on the Closing Date, at such time and place as the parties shall mutually agree. At closing, Land & Lease shall deliver the Purchase Price (less the Earnest Money and Option Payment previously paid) to Seller, and Seller shall deliver to Land & Lease:

- (a) A warranty deed to the Property, subject to all matters not timely objected to by Land & Lease.
- (b) A bill of sale to the Property.
- (c) An assignment of leases, permits, contracts, and warranties with respect to the Property.
- (d) Such title affidavits as shall be required for issuance of an owner's title insurance policy from the Title Commitment.
- (e) Originals of all leases, permits, contracts, warranties, plans, surveys, reports, and environmental assessments and reports with respect to the Property and in Seller's possession or control.
- (f) Such other documents as shall be reasonably requested by Land & Lease to facilitate the closing and transfer of title of the Property.

10. **Closing Prorations.** All expenses and income with respect to the Property (including, without limitation, rents, utilities, real estate taxes, and special assessments) shall be prorated as of the Closing Date, with Seller to pay (or be credited with) those items attributable to the period of time prior to the Closing Date, and with Land & Lease to pay (or be credited with) those items attributable to the period of time on or subsequent to the Closing Date. Seller shall pay any required state deed tax and the cost of filing all documents necessary to make title to the property marketable. Land & Lease shall pay the cost of filing the deed from Seller and the premium on any title insurance policy resulting from the Title Commitment. All other closing costs shall be paid in a manner consistent with local practice. Any and all real estate commissions due and owing in conjunction with the option or sale hereunder shall be paid by Seller.

11. **Possessory Rights.** Land & Lease shall be entitled to full and complete possession of the Property (free of any and all rights of tenants or subtenants) immediately following the closing. Seller covenants to give any and all tenants and subtenants, in a timely manner, such notices as may be required to terminate their tenancies prior to or as of the Closing Date. Seller shall have the right and obligation to remove from the Property, on or before the Closing Date, all personal property and debris designated by Land & Lease, in its sole and absolute discretion, as not being part of the Property.

12. **Property is "As Is."** The Property is not new, and is being purchased "as is." Land & Lease shall have the right and duty to inspect the Property or to have it inspected by a person of Land & Lease's choice, at Land & Lease's expense, and shall also have the right to make a preclosing inspection of the Property to determine that the Property is in the same

condition as of the date of this Agreement. Seller agrees to provide reasonable access to the Property to Land & Lease and inspectors representing Land & Lease.

13. **Notice.** Each notice given pursuant to this Agreement shall be in writing and shall be addressed as follows:

(a) If to Seller:

City of Milaca  
Attn: Greg Lerud, City Manager  
255 First Street East  
Milaca MN 56353

(b) If to Land & Lease:

Land & Lease Development L.L.C.  
Attn: Brian Weidendorf  
24226 Lone Pine Road  
Hinckley, Minnesota 55037

(c) Notice shall be deemed delivered on the date it is personally delivered, faxed, or emailed; or two business days after the date it is deposited in the United States mail. Any party may change its address for the delivery of notice by giving notice of such change to the other party, in any manner specified above, no fewer than five business days prior to the effective date of such change.

14. **Loss.** In the event Land & Lease's intended use of the Property is materially and adversely affected by fire or other casualty to the Property, or by the institution of condemnation proceedings, Land & Lease may elect, prior to the Closing Date, to give notice of termination of this Agreement, in which event Seller shall reimburse any paid Option Payment and Earnest Money to Land & Lease and the parties shall have no further obligations hereunder. In the event Land & Lease does not elect to terminate this Agreement, Seller shall be entitled to receive all insurance or condemnation proceeds, but Land & Lease shall be credited with such amounts at closing, and shall further be credited with any applicable deductibles.

15. **Default Remedies.** In the event of breach of this Agreement, the non-breaching party shall, if the breach is not cured within five business days following notice to the breaching party, be entitled to all remedies provided at law or in equity, including specific performance. A party who fails to cure its breach within five business days following notice shall pay the reasonable attorney fees and court costs incurred by the non-breaching party in pursuing its remedies hereunder. Nothing in this section shall preclude a party from immediately seeking injunctive relief to prevent irreparable harm.

16. **Miscellaneous.** This Agreement contains the entire understanding of the parties with respect to the Property and supersedes all prior agreements and understandings between the parties with respect to the Property. This Agreement may not be modified except in a writing





## Greg Lerud

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**From:** Marc Dunker <marcd@princetonins.com>  
**Sent:** Wednesday, September 05, 2012 12:20 PM  
**To:** Greg Lerud  
**Subject:** September 26th 3-6 PM

**Importance:** High

Good afternoon

I would ask the city council to approve a request to close three parking spaces in front of 210 SW 2<sup>nd</sup> Ave. Milaca. This is the office location of Princeton Agencies and we plan to hold a client appreciation luncheon from 3-6 PM on September 26. This will include grilling hot dogs and burgers. We ask that the three parking stalls in front of our building be blocked off for the safety of our staff and our friends who will be joining us.

I have spoken with Cory Bremer at the barber shop and Attorney Greg Davis. Both have stated no issue with this request.

I can be reached at 983.3913 or by email at [marcd@princetonins.com](mailto:marcd@princetonins.com)

Thank you for your consideration,

Marc

Marc Dunker  
Princeton Agencies, Inc.



CITY OF MILACA, MINNESOTA

ORDINANCE NO. 395

AN ORDINANCE AMENDING CHAPTER 156 (SIGNS) OF TITLE XV (LAND USAGE) OF THE MILACA CODE OF ORDINANCES IN ORDER TO ADD REGULATIONS TO ADDRESS THE LOCATION, NUMBER, SIZE, SETBACKS, AND PERMITTING OF TEMPORARY OFF-PREMISE SIGNS WITHIN THE CITY OF MILACA

SECTION 1. Chapter 156 (Signs) of Title XV (Land Usage) of the Milaca Code of Ordinances is hereby amended to add a new Section 136

**§ 136 SIGNS PERMITTED WITH A TEMPORARY SIGN PERMIT**

Temporary Off-Premise Special Event Signs commemorating a special event, business anniversary, limited hours, grand opening or other promotion may be permitted, subject to the following:

A. Permit Requirements:

1. Permit Application: A temporary off-premise sign permit application form signed by the applicant and the property owner upon whose property the sign will be erected, together with a fee set by council resolution, shall be submitted to the Building Official ten (10) days prior to the special event. The Building Official is hereby authorized to review and approve permits for temporary off-premise signs.
2. Duration Of Permit; Expiration; Sign Removal Required: All permits issued hereunder shall be for a maximum duration of seven (7) calendar days and shall automatically expire after said period. Upon permit expiration, the applicant shall cease to display any and all signs approved by the permit,

B. Limitation On Permits:

1. No more than one temporary sign permitted under this subsection shall be allowed to any business entity at one time.
2. No more than twelve (12) permits per calendar year shall be issued to any business entity.
3. If two (2) or more permits are obtained in succession by any applicant, both permits shall be counted for the purpose of determining the yearly limitations of this subsection.
4. Maximum temporary sign size shall be limited to sixteen (16) square feet.

C. Location/Setbacks:

1. Signs may be placed in any Zoning District.
2. Signs may be located off the premises of the business sponsoring the special event.

3. Signs shall not be placed in any public right-of-way.
  4. Signs shall not be placed in a location that could cause any visual obstruction to motorists or pedestrians using the public right-of-way.
- D. Sign Requirements:
1. Signs shall be erected and maintained so as to present no danger to the public.
  2. The applicant shall be responsible for locating all utilities.

SECTION 2: The remaining sections of Chapter XV shall be renumbered accordingly.

SECTION 3: EFFECTIVE DATE

The ordinance shall become effective upon passage and publication

Adopted by the City Council of the City of Milaca this \_\_\_\_ day of \_\_\_\_\_, 2012.

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Mayor Harold Pedersen

ATTEST:

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Greg Lerud, City Manager

RESOLUTION #12 – 36  
RESOLUTION APPROVING THE PRELIMINARY 2013 BUDGET AND PROPOSED  
2013 TAX LEVY

BE IT RESOLVED by the City Council for the City of Milaca, County of Mille Lacs, Minnesota, that the proposed 2013 City of Milaca Annual Budget and Program of Municipal Services be hereby adopted and that the following sums of money be levied for 2013 upon the taxable property in the said City of Milaca for the following purposes:

General Fund		\$494,477
Capital Equipment	PW	\$ 5,000
	Fire	\$ 25,000
	Parks	\$ 5,000
	Police	\$ 5,000
Debt Service		
2005 Street Improvement		\$ 56,000
2009 GO Refunding		\$ 62,000
2010 GO Refunding		\$135,000
Library		\$ 90,000
2012 GO Bond		\$ 27,500
	TOTAL LEVY	\$904,997

The City Manager is hereby instructed to:

1. Transmit a certified copy of this Resolution to the County Auditor of Mille Lacs County, Minnesota.
2. To certify to the Mille Lacs County Auditor that there are sufficient monies in the funds, together with the above schedule of amounts levied to pay the principal and interest due in 2013.
3. On January 2 of the budget year, the City Treasurer shall transfer \$25,000 from the Fire Department Relief Reserve to the Fire Department Equipment Reserve.

Adopted by the City Council this 13<sup>th</sup> day of September, 2012.

ATTEST

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

\_\_\_\_\_  
Greg Lerud, City Manager

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City Council of Milaca at a meeting thereof held in the City of Milaca, Minnesota on the 13th day of September, 2012, as disclosed by the records of said City in my possession.

\_\_\_\_\_  
Greg Lerud, City Manager

RESOLUTION NO. 12 – 37

RESOLUTION REGARDING FINDING OF FACT AND DECISION REGARDING PLACEMENT OF STORM SEWER  
INTAKE COVER

WHEREAS the City has a storm sewer intake pipe for the storm sewer serving that area provides drainage for a large area, including a portion of the golf course, as well as property in the town home development along 4<sup>th</sup> Avenue NW; and

WHEREAS the City of Milaca received a request to replace a culvert cover from a “stool” type cover to a “bee hive” type cover at the intake located behind the townhomes located in the 300 block of 11<sup>th</sup> Avenue NW; and,

WHEREAS the City Council has reviewed a memo from the Public Works Director and City Engineer,

NOW THEREFORE BE IT RESOLVED THAT:

The City Council for the City of Milaca hereby makes the following findings of fact:

1. That prior to the installation of the stool type cover, there were regular blockages of the bee hive cover on this particular pipe.
2. These backups caused property damage to the adjacent properties, as well as creating a potential hazard for the public works employees who had to clear the debris.
3. Since replacing the bee hive cover with the stool cover approximately 10 years ago, there has not been one complaint about the intake being blocked by debris, or backups being caused.
4. There were no injuries or accidents caused by the more open nature of the stool type cover.
5. The stool type cover allows approximately 38% more water than a bee hive cover, which makes better use of the city’s storm sewer infrastructure, as well as eliminating emergency responses during high water flow events.

BE IT FURTHER RESOLVED that the City Council, based on the above-findings hereby finds that the existing stool cover should remain, and denies the request to replace the existing stool cover.

Adopted this 13<sup>th</sup> day of September, 2011.

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Mayor Harold Pedersen

ATTEST

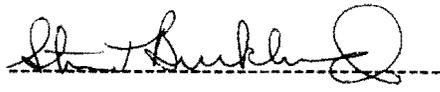
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Greg Lerud, City Manager

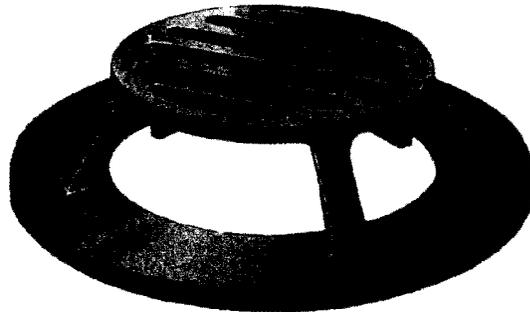
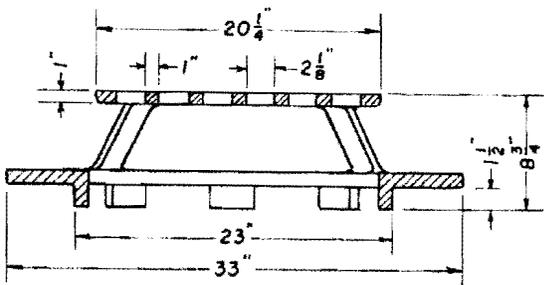
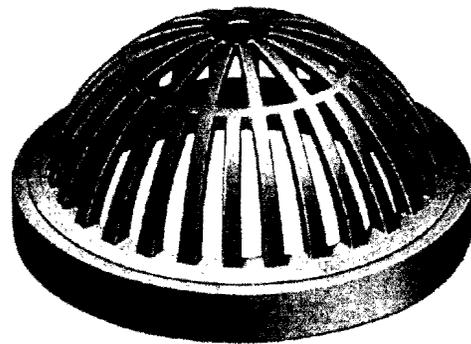
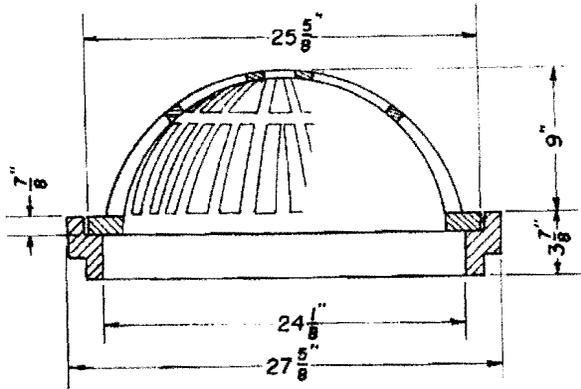
September 5<sup>th</sup> 2012

Storm sewer grate

About 10 years ago we were having a continues problems with the “beehive style” grate plugging with grass and debris on the catch basin located at the south end of the ditch in at the Bauerly townhomes. The main problem was that after it plugged, and the catch basin being so low in the ditch bottom, that the water would get so deep that we could not get to the beehive to unplug it. Then the water would back up in the ditch and come close to flooding the townhomes. This had happened multiple times. We ordered a different cover for the catch basin called a “stool type” with larger openings. To the best of my knowledge we have not had a single incident since we switched to this style cover.



Steve Burklund



## Memo



Stantec

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To: Greg Lerud, City Manager      From:  Phil Gravel, City Engineer

Re: Storm Sewer Grates      Date: September 7, 2012

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As requested, we have reviewed the inlet grate information available for the storm sewer along the south end of the ditch east of the Bauerly's townhomes.

We concur with the information contained in the September 5, 2012 memo from Steve Burklund.

An additional item to consider with this drainage structure and the grate options is the "capacity" of the grate. The capacity is the amount of drainage that is able to pass through the grate.

The beehive style grate referred to in Steve's memo is a Neenah R-4353 style grate. This grate has a capacity of approximately 8.7 cubic feet per second with a water depth of 12-inches.

The stool type grate in Steve's memo is a Neenah R-4341A style grate. This grate has a capacity of approximately 12.0 cubic feet per second with a water depth of 12-inches.

The stool type grate has about 38% more capacity than the beehive grate. In addition, we've learned from public works people that the stool type grate is less likely to experience plugging problems.

Please feel free to contact me if you have any questions or require any additional information.

MILACA ECONOMIC DEVELOPMENT COMMISSION MINUTES  
AUGUST 24, 2012

The meeting of the Milaca Economic Development Commission was called to order at 7:35 a.m. by Chair Joe Cronin. Board members present: Jerry Hansen, Jeff Brown, Joe Walsh, Steve Kosbab, Ken Muller, and Greg Lerud.

The secretary's report was approved as read.

Lerud said the letter from the EDC urging the County to hire an economic development coordinator was sent to the county board.

The local revolving loan fund was established. Lerud said the funds from the MN Community Capital Fund were received. He said the City Council approved a loan request at the last meeting, and there is still \$25,000 available in the fund.

The proposed McDonald's location was discussed. Lerud said the developers have asked for information about the site to the north of the Super 8 Hotel. He said he didn't know the status of the property north of Highway 23, but thought the developer was keeping his options open. Lerud passed out the information the developer provided at a previous council meeting.

Lerud said the city council approved replacing some sections of sidewalk in the down town area. The first area is along the south side of First Street West, from Central Avenue to Chapmans; and the second is around the old Baptist Church site. He said tax increment funds will be used to pay for the work.

Cronin said that First National Bank is having their 115<sup>th</sup> celebration and all are invited. He said there will be events all day, ending with a street dance tonight.

Muller said the golf course had a good year.

Hansen said that school enrollment is trending up, and last year was the first year in many where the number of open enroll students who come into the district exceeded the number who open enrolled out. He said the district has a volunteer public relations coordinator and explained the new methods of communicating with the community and area residents.

Muller said the skydivers have been having a good year.

With no other business, the meeting adjourned at 8:40 a.m.

Respectfully submitted,

Greg Lerud, Secretary

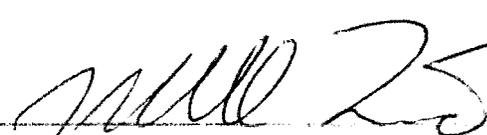
**BUILDING PERMIT APPLICATION  
CITY OF MILACA**

Permit No. 12463  
Date 9-5-12

1. DATE <u>9-5-12</u>		2. SITE ADDRESS <u>25 1st St W</u>	
3. LEGAL DESCRIPTION/PROPERTY I.D. #			
SECTION _____	LOT _____	BLOCK _____	PARCEL # _____
4. OWNER (Name) <u>GREAT FAVOR PROP. LLC</u>		(Address) _____ (Phone) <u>507-532-4799</u>	
5. ARCHITECT (Name) <u>self</u>		(Address) _____ (Phone) _____	
6. BUILDER (Name) <u>self</u>		(Address) _____ (Phone) _____	
7. CONTRACTOR'S LICENSE #			
8. TYPE OF WORK: COMMERCIAL _____ RESIDENTIAL _____ Addition <input checked="" type="checkbox"/> Alterations _____ Chimney _____ Deck _____ Fence _____ Finish Attic _____ Finish Basement _____ Fireplace _____ Garage <input checked="" type="checkbox"/> Heating _____ New Construction _____ Plumbing _____ Porch _____ Residing _____ Reroofing _____ Sign Misc. _____			
9. START DATE <u>9-15-12</u>	10. COMPLETION DATE <u>12-15-12</u>	11. ESTIMATED VALUE <u>79,000</u>	
12. SIZE OF STRUCTURE (Ht.) <u>15'</u> (Width) <u>23'</u> (Depth) <u>100'</u>		13. NO. OF STORIES <u>1</u>	14. PROPERTY DIMENSION (Width) _____ (Depth) <u>same</u>
15. PROPOSED ELEVATION IN RELATION TO CURB OR WATERWAY ELEVATION!		13. PROPERTY AREA OR ACRES Sq. Ft. _____	
17. FRONT YARD setback from street right-of-way _____	18. REAR YARD setback _____ Ft.	19. SIDE YARD setbacks Right Side _____ Left Side _____	
20. FLOOR AREA APPOINTMENT DATE Aggregate Floor Area _____ Sq. Ft. _____			
SPECIAL CONDITIONS: <u>HVAC, Lighting, Deep ceiling, Insulation, Flooring</u>			
APP. ACCEPTED BY: _____	PLANS CHECKED BY: _____	PLANS APPROVED BY: _____	
<p><b>THIS PERMIT BECOMES VOID IF WORK UNDER OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OF WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.</b></p> <p>I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH, WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR PERFORMANCE OF CONSTRUCTION.</p>			
Signature of Contractor/Owner <u>[Signature]</u>		Date _____	

<b>FEES</b>	
Permit Fee	<u>432.15</u>
Plan Check Fee	_____
Penalty Fee	_____
Fireplace	_____
Plumbing Fee	_____
Septic Fee	_____
Mechanical Fee	_____
Water Fee	_____
Sewer Fee	_____
Surcharge Fee	<u>14.50</u>
Others	_____
<b>TOTAL FEE</b>	<u>446.65</u>
<b>CODE ANALYSIS</b>	
Type of Const.	<u>V-B</u>
Use of Bldg.	<u>CCAM</u>
Occupancy Group	<u>B</u>
Zoning District	<u>CBD</u>
Variance Granted	_____
Date	_____
<b>OFF STREET PARKING</b>	
Spaces Required	_____
Spaces on Plan	_____
<b>MATERIALS FILED WITH APPLICATION</b>	
Soils Report	_____
Borings	_____
Percolation	_____
Compaction Test	_____
Final Specs.	<input checked="" type="checkbox"/> Sets
Drawings	_____ Copies
Engineering Calculations	_____
Piling Logs	_____
<b>FIRE SPRINKLERS REQ.</b>	
Yes	_____
No	<input checked="" type="checkbox"/>
<b>SPECIAL APPROVALS</b>	
Zonings	_____
Fire Dept.	_____
Health Dept.	_____
County	_____
Other	_____
<b>CERTIFICATE OF OCCUPANCY</b>	
Date	_____
By	_____

<b>COMPLETED BY CITY OF MILACA</b>	
Amt. Paid:	<u>446.65</u>
Check No:	<u>1111</u>
Money Order	_____
Cash:	_____
Date:	<u>9-5-12</u>
Initial:	<u>MHL</u>

  
 INSPECTOR DATE 9-5-12

12-063

125 1st St. W  
Milaca, MN

Insulate Ceiling	\$ 3,000.00
Lighting / Elect.	\$ 7,000.00
Drop Ceiling Grid	\$ 6,000.00
HVAC	1,200 \$ 11,450.00
Partition Walls + doors AS needed	?
Prepare Interior Walls + Floors, tape, paint, carpet ceramic tile, Mech. Room	\$ 12,000.00

\$ 29,000

12-063

125 1st St. W  
Milaca MN.

