

CITY OF MILACA  
CITY COUNCIL MEETING  
COUNCIL AGENDA  
JANUARY 15, 2025

1. Call Meeting to Order 6:30 p.m.
2. Pledge of Allegiance
3. Roll Call- Present: Mayor-Dave Dillan\_\_\_\_ Council Members; Norris Johnson\_\_\_\_ Lindsee Larsen\_\_\_\_  
Ken Muller\_\_\_\_ Tim Poorker\_\_\_\_ Absent;\_\_\_\_\_
4. **Approval of Agenda** MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
5. **Consent Agenda** MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - a. Approval of Minutes –December 12, 2024 Special Meeting
  - b. Approval of Minutes-December 18, 2024
  - c. Approval of Bills
  - d. Resolution #25-01 Accepting Donation
6. **Open Forum**
7. **Public Hearing**
8. **Requests and Communications**
9. **Ordinances and Resolutions**
  - a. Ord. #537 Water and Sewer Rate Increase - Second Reading MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - b. Resolution #25-02 Annual Appointments (Meeting time change) MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
10. **Reports of Departments, Boards and Commissions**
  - a. City Manager-
  - b. Police-Incident Summary (Info only – no action needed)
  - c. Parks –
  - d. Public Works- Contractor Request Payment #5 to Northern Lines Contracting in the amount  
of \$29,440.37 for 110<sup>th</sup> Ave Federal Grant Project Number B-23-CP-MN-0884 MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - e. Liquor Store-
  - f. Fire Department-
  - g. Planning and Zoning –Resolution #25-03 Approving Conditional Use for ML Homes –  
Birch Country Addition (Mitch Long) **HANDOUT** MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_
  - h. Planning and Zoning – Resolution #25-04 Approving Preliminary and Final Plats for ML Homes –  
Birch Country Addition (ML Homes) **HANDOUT** MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_

i. Airport-Resolution #25-05 Resolution to Accept Grant Agreement for Clear Zone Acquisition

Plan (CZAP)

MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_

11. **Committees**

- a. Budget –
- b. EDC

12. **Unfinished Business**

13. **New Business**

- a. Amended Contract for Private Development with Rum River Living, LLC
- b. Site Lease Agreement for GigFire (Formerly Genesis)
- c. Statutory Tort Limits-Liability Coverage Waiver Form
- d. Closed meeting for Potential Real Estate Purchase

MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_

MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_

MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_

Time Closed \_\_\_\_\_ pm

Time Opened \_\_\_\_\_ pm

14. **Miscellaneous**

15. **Council Comments**

16. **Adjournment** Time\_\_\_\_\_

MB\_\_2<sup>nd</sup>\_\_AIF\_\_O\_\_

**§ 30.19 ORDER OF BUSINESS; AGENDA**

(C) Unless the Council, in its discretion, votes to consider matters not appearing on the agenda, no item of business shall be considered unless it appears on the agenda for the meeting.

**CITY OF MILACA  
SPECIAL CITY COUNCIL MINUTES  
2025 Budget and Tax Levy Work Session  
December 12, 2024**

**Call to Order**

Mayor Dillan called the meeting of the Milaca City Council to order at 12:00 p.m.

**Pledge of Allegiance**

**Roll Call**

Upon roll call, the following council members were present: Mayor Dave Dillan, Councilors: Ken Muller, Lindsee Larsen, Norris Johnson and Laurie Gahm.

Staff present: City Manager Tammy Pfaff, Police Chief Quinn Rasmussen, City Treasurer Elizabeth Nealley, Assistant City Clerk Deloris Katke, and Milaca Liquor Store Manager Vicki Jeys

Others present: None

**Work Session for 2025 Budget and 2025 Tax Levy**

City Manager gave an overview of the budget changes:

Health Insurance came in lower

Security improvements were reduced a little bit

An officer signed up for health insurance so that increased

Added \$5500 to Equipment for Tasers

Last Year of Payment Plan Increased

Fire Department current year wage increase

Public Works – Sidewalk improvements

Added Equipment for Roller and Barricades

Airport: Reduced Professional Services to \$10,000

Grant for the airport Equipment (Mower) which is 90% paid through state

Water – increased water rates

Sewer – increased sewer rates

Included engineers estimate to put water line into Milaca Junction Addition

Lift Station Rehab of \$60,000

Reduced Building Repairs

Liquor – increased Improvements to replace concrete by delivery door

Dep Reg- minor changes

Wages- No changes

Special Revenue-No Changes

Debt Service – No changes

Should we have a School Resource Officer, that would increase \$28,037 to the budget and if we do the grant for the airport, that would add \$60,000 and for the street project we can add \$231,000 from our RBC money market account.

With those changes, under the general fund we now have an excess of \$13,000 and I have reduced the levy of \$15,000 so the levy would be reduced to a 3.4% increase (was 4.94%).

There are 5 items that council needs to decide:

1. Airport Grant: Keep in mind that quotes may come in lower. This is a 90% covered grant. Our portion would be \$6,000. These equipment grants are not offered very often. Total cost for a mower would be \$60,000. Would council like to move ahead with the airport grant? Muller made a motion to approve airport grant, seconded by Gahm. No further discussion. All in favor. Motion for airport grant passes.

2. Water and Sewer Rate Increase: Revenue would be \$689,927 (per rate study) and Expenditures would \$166,250 for water line to new property and \$55,000 water plant generator for a total deficit of \$144,456. For sewer, the revenue did not increase much and the expenditures would be \$55,000 sewer jetting and \$169,250 sewer line to the development property. Which puts a \$243,015 deficit. This is in the budget but if this doesn't happen then budget would increase. Mayor Dillan asked if this sewer line was to the edge of the development or through the development? City Manager Pfaff stated it was about 900 feet into the development. Mayor Dillan questioned if this rate study was mainly for the water tower and City Manager Pfaff stated for the water tower and for this development. City Manager stated that the plan would be to put it on the PPL list so we can get PFA funding at 1% but if we don't have to bond for the full amount of 1.5 million, then we could bond for less. PFA would require a water rate study so this study we just did will help. City Manager Pfaff then asked if the council would like to increase the water and sewer rates per the rate study? Gahm made a motion to approve to increase water and sewer rates. Seconded by Johnson. No further discussion. All in favor. Motion passes to increase water and sewer rates.

3. Water and Sewer Lines to Milaca Junction Addition: That is also already built into the budget. Johnson stated we need to plan for that as the sooner we develop, the better. Johnson made a motion, seconded by Muller. No further discussion. All in favor. Motion to install water and sewer lines to Milaca Junction Addition passes.

4. Sidewalk Improvement on 1<sup>st</sup> St W: We can pay for this by using our RBC money market account and that \$53,610 from state transportation aid and I added \$35,000 just as a buffer. I would transfer the \$231,000 into the Revenue under Miscellaneous so that is in the budget. City Manager asked if the council would like to proceed with the sidewalk improvements? Gahm made a motion to approve, seconded by Johnson. No further discussion. All in favor. Motion to improve sidewalk improvements on 1<sup>st</sup> St W passes.

5. School Resource Officer: They would not be in the school until August of 2025 so we could add the *estimated* revenue of \$28,037 to revenue. City Manager Pfaff asked if council would like to add that revenue to the General Fund? Motion made by Gahm, seconded by Larsen. No further discussion. All in favor. Motion to add revenue of school resource officer to general ledger passes.

With those changes, under the General Fund the \$13,000 excess and the levy would go down to 3.4%. Gahm questioned if we should keep the levy at 4.94%? Mayor Dillan stated that since the water rates are going to increase, we should lower the levy as low as we can.

City Manager Pfaff stated that if council was comfortable with the 2025 budget, she will be including this in the council packet for December 18. Some discussion on street improvements was that the city may have to wait a year or two to improve streets. City Manager also stated that in a couple of years, there is a possibility that Local Government Aid may be cut so the city needs to think about that. Johnson made a motion to approve the 2025 budget, seconded by Muller. No further discussion. All in favor. Motion to approve 2025 budget passes.

**Adjourn:**

Mayor Dillan called for a motion to adjourn. Motion made by Muller, seconded by Johnson to adjourn. No further discussion. All in favor, motion to adjourn passes. Meeting adjourned at 12:29 p.m.

\_\_\_\_\_  
Mayor Dave Dillan

Attest:

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

UNAPPROVED

**CITY OF MILACA  
COUNCIL MINUTES  
December 18, 2024**

**Call to Order Roll Call**

Mayor Dillan called the meeting of the Milaca City Council to order at 6:36 p.m.

**Pledge of Allegiance**

Upon roll call, the following council members were present: Mayor Dave Dillan, Councilors: Norris Johnson, Lindsee Larsen, and Laurie Gahm. Ken Muller absent.

Staff present: City Manager Tammy Pfaff, Police Chief Quinn Rasmussen, Communications Specialist Mary Mickelson, Assistant City Clerk Deloris Katke, Liquor Store Manager Vicki Jeys, Fire Chief Jesse Gerads, Fire Chief Chris Ehlen, City Attorney Damien Toven

Others present: Chloe Smith, Arla Johnson,

**Approval of Agenda**

Mayor Dillan called for a motion to approve the agenda. Johnson made a motion for approval, seconded by Larsen. With no further discussion, all in favor of the approval of the agenda; motion passes.

**Approval of Consent Agenda**

Mayor Dillan called for a motion to approve the Consent Agenda.

- a. Approval of the Minutes – November 14 Special Meeting, November 20, 2024 Regular Meeting, and November 25 Special Meeting
- b. Approval of Bills
- c. Resolution #24-43 Accepting Donation
- d. Resolution #24-44 Approving 2025 Liquor/Tobacco/THC Licenses
- e. Resolution #24-45 Approving 2025 Final Budget and 2025 Tax Levy

Johnson made a motion for approval of Consent Agenda, seconded by Gahm. No further discussion. All in favor of the Consent Agenda; motion passes.

**Citizen Open Forum**

Mayor Dillan asked if anybody present wanted to address anything not on the agenda. No one came forward.

**Public Hearing:**

- a. Truth and Taxation Public Hearing – Mayor Dillan called for a motion to open the public hearing. Motion by Larsen, seconded by Gahm. Public Hearing opened at 6:32 p.m. No one came forward for Public Hearing. Mayor Dillan called for a motion to close the public hearing. Motion by Johnson, seconded by Larsen to close Public Hearing at 6:33 p.m.

## **Requests and Communications**

- a. Arla Johnson – Retiring from Planning Commission after 27 years. Mayor Dillan presented Arla Johnson with a plaque for her 27 years of service on the Planning Commission.
- b. Laurie Gahm – Mayor Dillan presented Laurie with a Certificate of Appreciation for her two years of service on the City Council.

## **Ordinances and Resolutions**

- a. *Ordinance #535 Recreational Vehicles – Second Reading* – Mayor Dillan called for a motion to approve. Motion by Larsen, seconded by Johnson. No further discussion. All in favor. Ordinance #535 Recreational Vehicles Second Reading passes.
- b. *Ordinance #536 Allowing Retail Sales in I-1 Industrial District – Second Reading* - Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Larsen. No further discussion. All in favor. Ordinance #536 Allowing Retail Sales in I-1 District Second Reading passes.
- c. *Ordinance #537 Water and Sewer Rate Increase - First Reading* - Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Larsen. No further discussion. All in favor. Ordinance #537 Water and Sewer Rate Increase First Reading passes.
- d. *Resolution #24-46 Authorization to Execute MN DOT Grant Agreement for Airport Improvement Excluding Land Acquisition* - Mayor Dillan called for a motion to approve. Motion by Gahm, seconded by Larsen. No further discussion. All in favor. Resolution #24-46 Authorization to Execute MN DOT Grant Agreement for Airport Improvement Excluding Land Acquisition passes.
- e. *Resolution #24-47 Summarizing Ord. #535* - Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Larsen. No further discussion. All in favor. Resolution #24-47 Summarizing Ord. #535 passes.

## **Reports of Departments, Boards and Commissions**

*City Manager* – Starting the audit process

*Police* – Nothing.

*Parks* – Skating rink is open Should be open during winter break.

*Public Works* - Final Pay Request to OMG Midwest, dba Minnesota Paving & Materials \$25,436.94 for 2024 Street Improvement Project - Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Gahm. No further discussion. All in favor. Final Pay Request to OMG Midwest, dba Minnesota Paving & Materials \$25,436.94 for 2024 Street Improvement Project passes.

*Public Works*- 2025 Street Improvements Project – 1<sup>st</sup> St W Sidewalk between 3<sup>rd</sup> St SW and Central Ave (Authorize Plans and Specs) - Mayor Dillan called for a motion to approve. Motion by Gahm, seconded by Larsen. No further discussion. All in favor. 2025 Street Improvements Project – 1<sup>st</sup> St W Sidewalk between 3<sup>rd</sup> St SW and Central Ave (Authorize Plans and Specs) passes.

*Liquor Store* – Busy with inventory. Participated in a social media with Mrs. Claus.

*Fire Department* – Fire Chief Gerads stated they are starting work on the new engine and hoping by the end of February that it will be ready.

*Planning and Zoning* – Next meeting will be January 13.

*Airport* - Final Pay Request OMG Midwest dba MN Paving and Materials \$16,228.90 - Mayor Dillan called for a motion to approve. Motion by Gahm, seconded by Johnson. No further discussion. All in favor. Final Pay Request to OMG Midwest dba MN Paving and Materials in the amount of \$16,228.90 passes.

### **Committees**

Budget:

EDC:

### **Unfinished Business**

#### **New Business**

a. Approval for Request for Proposal (RFP) and a Request for Qualifications (RFQ) for a Realtor - Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Larsen. No further discussion. All in favor.

b. DAC Contracts for City Hall, Library, Gorecki Center and Fire Hall - Mayor Dillan called for a motion to approve. Motion by Gahm, seconded by Johnson. Mayor Dillan stated he will be abstaining from voting as he is on the board of the DAC. Gahm stated that her daughter used to work here at city hall through the DAC but is now a fill in here. Gahm was wondering if she should abstain but City Manager Pfaff stated she would not need to abstain. No further discussion. All in favor. DAC Contracts passes.

c. Closed meeting- Contract Amendment & Performance Evaluation - City Manager – Mayor Dillan read script for a closed meeting for a personnel issue. Mayor Dillan called for a motion to close this portion of the meeting. Motion by Johnson, seconded by Larsen. All in favor.

Time Meeting Closed at 6:46 pm upon a motion by Johnson and seconded by Larsen. All in favor, motion carried.

Time Meeting Opened 6.56 pm upon a motion by Johnson and seconded by Gahm. All in favor, motion carried.

d. City Manager Contract. A motion by Johnson to approve the city manager's contract, the motion was seconded by Gahm. All in favor, motion carried.



**Miscellaneous**

**Council Comments**

Dillan informed the council that the Milaca Development Addition workgroup would be meeting on January 21.

**Adjourn:**

Mayor Dillan called for a motion to adjourn. Motion made by Johnson, seconded by Larsen to adjourn. No further discussion. All in favor, motion to adjourn passes. Meeting adjourned at 6:59 p.m.

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Mayor Dave Dillan

Attest:

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Tammy Pfaff, City Manager

UNAPPROVED

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
52070	12/23/24	AMERICAN BOTTLING CO.	4851502092	1	609-49750-254	335.36	335.36	NA
Total 52070:							335.36	
52071	12/23/24	BERNICKS	10295138	1	609-49750-251	240.00	240.00	LIQUOR
52071	12/23/24	BERNICKS	10295138	2	609-49750-252	2,105.00	2,105.00	BEER
52071	12/23/24	BERNICKS	10295139	1	609-49750-254	68.68	68.68	NA
52071	12/23/24	BERNICKS	10297934	1	609-49750-252	310.50	310.50	BEER
52071	12/23/24	BERNICKS	10297934	2	609-49750-251	950.00	950.00	LIQUOR
52071	12/23/24	BERNICKS	10297935	1	609-49750-254	16.80	16.80	NA
Total 52071:							3,690.98	
52072	12/23/24	BREAKTHRU BEVERAGE MN W	119018495	1	609-49750-251	10,286.06	10,286.06	LIQUOR
52072	12/23/24	BREAKTHRU BEVERAGE MN W	119018495	2	609-49750-333	127.65	127.65	DELIVERY
52072	12/23/24	BREAKTHRU BEVERAGE MN W	119129463	1	609-49750-254	145.96	145.96	NA
52072	12/23/24	BREAKTHRU BEVERAGE MN W	119129463	2	609-49750-253	50.01-	50.01-	CREDIT WINE
52072	12/23/24	BREAKTHRU BEVERAGE MN W	119129463	3	609-49750-251	2,028.16	2,028.16	LIQUOR
52072	12/23/24	BREAKTHRU BEVERAGE MN W	119129463	4	609-49750-333	44.86	44.86	DELIVERY
Total 52072:							12,582.68	
52073	12/23/24	C & L DISTRIBUTING CO.	2021658	1	609-49750-259	483.00	483.00	OTHER FOR RESALE
52073	12/23/24	C & L DISTRIBUTING CO.	2021659	1	609-49750-251	95.00	95.00	LIQUOR
52073	12/23/24	C & L DISTRIBUTING CO.	2021659	2	609-49750-252	16,079.85	16,079.85	BEER
52073	12/23/24	C & L DISTRIBUTING CO.	2021659	3	609-49750-254	448.78	448.78	NA
52073	12/23/24	C & L DISTRIBUTING CO.	2025015	1	609-49750-251	729.02	729.02	LIQUOR
52073	12/23/24	C & L DISTRIBUTING CO.	2025230	1	609-49750-259	288.40	288.40	OTHER FOR RESALE
52073	12/23/24	C & L DISTRIBUTING CO.	2025231	1	609-49750-252	3,641.90	3,641.90	BEER
52073	12/23/24	C & L DISTRIBUTING CO.	2025231	2	609-49750-253	140.00	140.00	WINE
52073	12/23/24	C & L DISTRIBUTING CO.	2025231	3	609-49750-254	70.00	70.00	NA
52073	12/23/24	C & L DISTRIBUTING CO.	2692000745	1	609-49750-252	98.00-	98.00-	CREDIT BEER
Total 52073:							21,877.95	
52074	12/23/24	CRYSTAL SPRINGS ICE	02-400135	1	609-49750-259	159.20	159.20	OTHER FOR RESALE
52074	12/23/24	CRYSTAL SPRINGS ICE	02-400135	2	609-49750-333	4.00	4.00	DELIVERY
Total 52074:							163.20	
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2345580	1	609-49750-251	94.00	94.00	LIQUOR
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2345580	2	609-49750-252	12,303.90	12,303.90	BEER
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2345580	3	609-49750-253	41.55	41.55	WINE
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2345580	4	609-49750-254	232.50	232.50	NA
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2345580	5	609-49750-259	154.00	154.00	OTHER FOR RESALE
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2347316	1	609-49750-252	80.00-	80.00-	CREDIT BEER
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2351036	1	609-49750-252	7,560.55	7,560.55	BEER
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2351036	2	609-49750-254	87.90	87.90	NA
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2351456	1	609-49750-252	110.40-	110.40-	CREDIT BEER
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2355830	1	609-49750-251	177.00	177.00	LIQUOR
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2355830	2	609-49750-252	14,345.95	14,345.95	BEER
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2355830	3	609-49750-253	282.00	282.00	WINE
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2355830	4	609-49750-254	26.10	26.10	NA
52075	12/23/24	DAHLHEIMER DISTRIBUTING C	2356355	1	609-49750-252	209.20-	209.20-	CREDIT BEER
Total 52075:							34,905.85	
52076	12/23/24	GRANITE CITY JOBBING	427636	1	609-49750-256	803.04	803.04	TOBACCO

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
52076	12/23/24	GRANITE CITY JOBBING	427636	2	609-49750-333	10.00	10.00	DELIVERY
52076	12/23/24	GRANITE CITY JOBBING	428879	1	609-49750-254	17.93	17.93	NA
52076	12/23/24	GRANITE CITY JOBBING	428879	2	609-49750-256	365.34	365.34	TOBACCO
52076	12/23/24	GRANITE CITY JOBBING	428879	3	609-49750-259	53.37	53.37	OTHER FOR RESALE
52076	12/23/24	GRANITE CITY JOBBING	428879	4	609-49750-333	10.00	10.00	DELIVERY
Total 52076:							1,259.68	
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2678431	1	609-49750-254	370.00	370.00	NA
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2678431	2	609-49750-253	213.88	213.88	WINE
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2678431	3	609-49750-251	1,586.92	1,586.92	LIQUOR
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2678431	4	609-49750-333	82.56	82.56	DELIVERY
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2678432	1	609-49750-251	4,875.50	4,875.50	LIQUOR
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2678432	2	609-49750-333	69.12	69.12	DELIVERY
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2681835	1	609-49750-251	75.00	75.00	LIQUOR
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2681835	2	609-49750-333	17.00	17.00	DELIVERY
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2683110	1	609-49750-251	961.50	961.50	LIQUOR
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2683110	2	609-49750-333	11.52	11.52	DELIVERY
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2683111	1	609-49750-253	1,305.05	1,305.05	WINE
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2683111	2	609-49750-251	5,154.03	5,154.03	LIQUOR
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2683111	3	609-49750-333	109.60	109.60	DELIVERY
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2688257	1	609-49750-251	4,610.50	4,610.50	LIQUOR
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2688257	2	609-49750-333	65.28	65.28	DELIVERY
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2688258	1	609-49750-253	777.20	777.20	WINE
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2688258	2	609-49750-251	974.00	974.00	LIQUOR
52077	12/23/24	JOHNSON BROTHERS LIQUOR	2688258	3	609-49750-333	57.60	57.60	DELIVERY
Total 52077:							21,316.26	
52078	12/23/24	M. AMUNDSON LLP	394171	1	609-49750-256	941.63	941.63	TOBACCO
Total 52078:							941.63	
52079	12/23/24	MID-MN INSPECTIONS LLC	1172	1	101-42400-300	2,317.91	2,317.91	CONTRACTED BLDG OFFICIAL-OCT & NOV BIL
Total 52079:							2,317.91	
52080	12/23/24	MINNESOTA PAVING AND MATE	193806371-F	1	101-43000-530	25,436.94	25,436.94	2024 STREET IMP-PAYMENT REQUEST FINAL P
Total 52080:							25,436.94	
52081	12/23/24	MINNESOTA PAVING AND MATE	SP NO A480	1	101-49810-530	16,228.90	16,228.90	AIRPORT ENTRANCE & PARKING LOT FINAL PM
Total 52081:							16,228.90	
52082	12/23/24	MN PEIP	1464345	1	101-21706	32,660.54	32,660.54	MEDICAL INS-JAN
Total 52082:							32,660.54	
52083	12/23/24	PHILLIPS WINE AND SPIRITS	6889597	1	609-49750-253	983.00	983.00	WINE
52083	12/23/24	PHILLIPS WINE AND SPIRITS	6889597	2	609-49750-251	2,783.45	2,783.45	LIQUOR
52083	12/23/24	PHILLIPS WINE AND SPIRITS	6889597	3	609-49750-333	82.56	82.56	DELIVERY
52083	12/23/24	PHILLIPS WINE AND SPIRITS	6897460	1	609-49750-253	66.00	66.00	WINE
52083	12/23/24	PHILLIPS WINE AND SPIRITS	6897460	2	609-49750-251	2,150.40	2,150.40	LIQUOR
52083	12/23/24	PHILLIPS WINE AND SPIRITS	6897460	3	609-49750-333	65.28	65.28	DELIVERY
Total 52083:							6,130.69	

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52084	12/23/24	QUADIENT FINANCING USA, IN	7900044080	2	101-41940-322	500.00	500.00	CITY POSTAGE
Total 52084:							500.00	
52085	12/23/24	QUADIENT LEASING USA, INC.	Q1644730	1	101-41940-240	425.97	425.97	FOLDER/INSERTER 3 MTH LEASE
Total 52085:							425.97	
52086	12/23/24	RDT PROPERTIES LLC	TIF2024-2	1	404-49100-439	20,220.15	20,220.15	TIF REIMBURSEMENT-AUG 2024
52086	12/23/24	RDT PROPERTIES LLC	TIF2024-2	2	404-49100-439	24,563.57	24,563.57	TIF REIMBURSEMENT-FEB 2025
Total 52086:							44,783.72	
52087	12/23/24	SOUTHERN GLAZERS OF MN	2563027	1	609-49750-251	8,390.30	8,390.30	LIQUOR
52087	12/23/24	SOUTHERN GLAZERS OF MN	2563027	2	609-49750-333	135.62	135.62	DELIVERY
52087	12/23/24	SOUTHERN GLAZERS OF MN	2563028	1	609-49750-253	1,611.00	1,611.00	WINE
52087	12/23/24	SOUTHERN GLAZERS OF MN	2563028	2	609-49750-333	43.40	43.40	DELIVERY
52087	12/23/24	SOUTHERN GLAZERS OF MN	2566008	1	609-49750-251	1,539.60	1,539.60	LIQUOR
52087	12/23/24	SOUTHERN GLAZERS OF MN	2566008	2	609-49750-333	15.50	15.50	DELIVERY
52087	12/23/24	SOUTHERN GLAZERS OF MN	2566009	1	609-49750-253	1,058.76	1,058.76	WINE
52087	12/23/24	SOUTHERN GLAZERS OF MN	2566009	2	609-49750-333	24.80	24.80	DELIVERY
Total 52087:							12,818.98	
52088	12/23/24	VERIZON WIRELESS	6100699725	1	609-49750-321	40.01	40.01	DIGITAL SIGN 0868- LIQUOR STORE
52088	12/23/24	VERIZON WIRELESS	6100699725	2	101-43000-321	46.39	46.39	CELL PHONE SVC 4055-PW
Total 52088:							86.40	
52089	12/23/24	VIKING BOTTLING CO.	3577864	1	609-49750-254	454.50	454.50	NA
Total 52089:							454.50	
52090	12/23/24	WATSON COMPANY	146415	1	609-49750-256	423.08	423.08	TOBACCO
52090	12/23/24	WATSON COMPANY	146415	2	609-49750-259	146.80	146.80	OTHER FOR RESALE
52090	12/23/24	WATSON COMPANY	146415	3	609-49750-333	6.00	6.00	DELIVERY
52090	12/23/24	WATSON COMPANY	146569	1	609-49750-259	69.70	69.70	OTHER FOR RESALE
52090	12/23/24	WATSON COMPANY	146569	2	609-49750-256	416.26	416.26	TOBACCO
52090	12/23/24	WATSON COMPANY	146569	3	609-49750-333	6.00	6.00	DELIVERY
Total 52090:							1,067.84	
52091	12/23/24	WINE MERCHANTS	7499737	1	609-49750-253	1,024.00	1,024.00	WINE
52091	12/23/24	WINE MERCHANTS	7499737	2	609-49750-333	17.28	17.28	DELIVERY
Total 52091:							1,041.28	
52092	12/23/24	WORKMAN'S RELIEF	27897	1	609-49750-259	594.00	594.00	OTHER FOR RESALE
Total 52092:							594.00	
52093	12/30/24	CURTIS, ALICIA	31-7510-00	1	001-10005	20.85	20.85	CREDIT ON FINAL WATER BILL
Total 52093:							20.85	
52094	12/30/24	SUSSMAN, SUSAN	31-6450-00	1	001-10005	15.50	15.50	CREDIT ON FINAL WATER BILL

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Total 52094:							15.50	
52095	12/30/24	VISA	8948121324	1	101-45200-437	52.00	52.00	RESERVATION KEY-PARKS
52095	12/30/24	VISA	8948121324	3	101-42110-208	495.00	495.00	AXON TASER COURSE-PD
52095	12/30/24	VISA	8948121324	4	101-42110-437	50.00	50.00	MID-STATE INFORMATION CTR-PD
52095	12/30/24	VISA	8948121324	5	101-42110-437	27.58	27.58	DEP REG-TITLE TRANSFER-PD
Total 52095:							624.58	
52096	01/10/25	AMAZON CAPITAL SERVICES	1NJF-WFDN-	1	101-41110-217	199.45	199.45	MINUTE BOOK-COUNCIL
52096	01/10/25	AMAZON CAPITAL SERVICES	1NJF-WFDN-	2	101-41940-201	66.52	66.52	OFFICE SUPPLIES-CITY
52096	01/10/25	AMAZON CAPITAL SERVICES	1NJF-WFDN-	3	101-41940-217	91.37	91.37	TRASH BAGS/FACIAL TISSUE-CITY
52096	01/10/25	AMAZON CAPITAL SERVICES	1NJF-WFDN-	4	101-42110-201	419.48	419.48	THERMAL PAPER/PRINTER-PD
52096	01/10/25	AMAZON CAPITAL SERVICES	1NJF-WFDN-	5	101-43000-221	8.46	8.46	IGNITION KEY-PW
52096	01/10/25	AMAZON CAPITAL SERVICES	1NJF-WFDN-	6	101-45500-217	92.73	92.73	CLEANING SUPPLIES-LIBRARY
52096	01/10/25	AMAZON CAPITAL SERVICES	1NJF-WFDN-	7	609-49750-240	85.89	85.89	BATTERY BACKUP-LIQUOR
Total 52096:							963.90	
52097	01/10/25	AMERICAN WATER WORKS AS	SO191240	1	602-49400-433	394.00	394.00	2025 MEMBERSHIP
Total 52097:							394.00	
52098	01/10/25	ASCAP	1000065047	1	101-41940-433	445.00	445.00	2025 LICENSE FEES
Total 52098:							445.00	
52099	01/10/25	AT&T MOBILITY	2873260566	1	101-42280-321	38.23	38.23	FIRE TABLET
52099	01/10/25	AT&T MOBILITY	2873260566	2	101-42110-321	496.32	496.32	POLICE-12 LINES
Total 52099:							534.55	
52100	01/10/25	AT&T MOBILITY	2873260586	1	602-49400-321	158.92	158.92	WATER-4 LINES
52100	01/10/25	AT&T MOBILITY	2873260586	2	101-43000-321	89.76	89.76	PUBLIC WORKS-2 LINES
52100	01/10/25	AT&T MOBILITY	2873260586	3	101-41940-321	86.11	86.11	ADMINISTRATION-2 LINES
Total 52100:							334.79	
52101	01/10/25	AW RESEARCH LABORATORIE	67572	1	602-49400-310	107.00	107.00	COLIFORM BACTERIA/E.COLI TESTING
52101	01/10/25	AW RESEARCH LABORATORIE	67688	1	603-49450-310	83.30	83.30	SEWER TESTNG
Total 52101:							190.30	
52102	01/10/25	BENTON COMMUNICATIONS	238009658	1	101-41940-401	1,363.66	1,363.66	PHONE LINES DOWN/REPAIR-CITY
Total 52102:							1,363.66	
52103	01/10/25	BERNICKS	10300447	1	609-49750-254	49.20	49.20	NA
52103	01/10/25	BERNICKS	10300447	2	609-49750-252	1,608.65	1,608.65	BEER
52103	01/10/25	BERNICKS	10300448	1	609-49750-254	177.84	177.84	NA
52103	01/10/25	BERNICKS	10304612	1	609-49750-252	320.00	320.00	BEER
Total 52103:							2,155.69	
52104	01/10/25	BIG J'S SERVICE STATION	0002374	1	602-49400-212	308.24	308.24	GAS-WATER
52104	01/10/25	BIG J'S SERVICE STATION	0002374	2	603-49450-212	308.24	308.24	GAS-SEWER
52104	01/10/25	BIG J'S SERVICE STATION	0002374	3	101-43000-212	521.62	521.62	GAS-PW

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52104	01/10/25	BIG J'S SERVICE STATION	0002374	4	101-42280-212	137.35	137.35	GAS-FIRE
52104	01/10/25	BIG J'S SERVICE STATION	0002374	5	101-45200-212	21.02	21.02	GAS-PARKS
Total 52104:							1,296.47	
52105	01/10/25	BOLTON & MENK INC	0351409	1	101-49810-310	3,870.00	3,870.00	AIRPORT PARKING LOT & ENTRANCE RD PAV
Total 52105:							3,870.00	
52106	01/10/25	BREAKTHRU BEVERAGE MN W	119238424	1	609-49750-251	425.85	425.85	LIQUOR
52106	01/10/25	BREAKTHRU BEVERAGE MN W	119238424	2	609-49750-333	2.47	2.47	DELIVERY
52106	01/10/25	BREAKTHRU BEVERAGE MN W	119248120	1	609-49750-251	1,410.69	1,410.69	LIQUOR
52106	01/10/25	BREAKTHRU BEVERAGE MN W	119248120	2	609-49750-253	424.00	424.00	WINE
52106	01/10/25	BREAKTHRU BEVERAGE MN W	119248120	3	609-49750-333	37.00	37.00	DELIVERY
52106	01/10/25	BREAKTHRU BEVERAGE MN W	119342584	1	609-49750-253	1,256.00	1,256.00	WINE
52106	01/10/25	BREAKTHRU BEVERAGE MN W	119342584	2	609-49750-254	39.96	39.96	NA
52106	01/10/25	BREAKTHRU BEVERAGE MN W	119342584	3	609-49750-251	937.45	937.45	LIQUOR
52106	01/10/25	BREAKTHRU BEVERAGE MN W	119342584	4	609-49750-333	42.70	42.70	DELIVERY
52106	01/10/25	BREAKTHRU BEVERAGE MN W	412970461	1	609-49750-254	13.02-	13.02-	CREDIT NA
52106	01/10/25	BREAKTHRU BEVERAGE MN W	412970461	2	609-49750-333	.93-	.93-	CREDIT DELIVERY
52106	01/10/25	BREAKTHRU BEVERAGE MN W	412970462	1	609-49750-254	8.69-	8.69-	CREDIT NA
52106	01/10/25	BREAKTHRU BEVERAGE MN W	412970462	2	609-49750-333	.62-	.62-	CREDIT DELIVERY
Total 52106:							4,552.86	
52107	01/10/25	BROTHERS FIRE & SECURITY	C007765	1	101-41940-310	375.00	375.00	ANNUAL MONITORING-CITY HALL
52107	01/10/25	BROTHERS FIRE & SECURITY	C007766	1	101-45500-310	375.00	375.00	ANNUAL MONITORING-LIBRARY
Total 52107:							750.00	
52108	01/10/25	C & L DISTRIBUTING CO.	2028550	1	609-49750-254	200.90	200.90	NA
52108	01/10/25	C & L DISTRIBUTING CO.	2028550	2	609-49750-259	2.00-	2.00-	CREDIT OTHER FOR RESALE
52108	01/10/25	C & L DISTRIBUTING CO.	2028550	3	609-49750-251	888.75	888.75	LIQUOR
52108	01/10/25	C & L DISTRIBUTING CO.	2028550	4	609-49750-252	12,491.90	12,491.90	BEER
52108	01/10/25	C & L DISTRIBUTING CO.	2031489	1	609-49750-252	482.90	482.90	BEER
52108	01/10/25	C & L DISTRIBUTING CO.	2031489	2	609-49750-253	31.15	31.15	WINE
52108	01/10/25	C & L DISTRIBUTING CO.	2034571	1	609-49750-252	18,436.10	18,436.10	BEER
52108	01/10/25	C & L DISTRIBUTING CO.	2034571	2	609-49750-253	215.65	215.65	WINE
52108	01/10/25	C & L DISTRIBUTING CO.	2034571	3	609-49750-254	816.10	816.10	NA
52108	01/10/25	C & L DISTRIBUTING CO.	2692000758	1	609-49750-254	1.87-	1.87-	CREDIT NA
52108	01/10/25	C & L DISTRIBUTING CO.	2692000758	2	609-49750-252	22.86-	22.86-	CREDIT BEER
52108	01/10/25	C & L DISTRIBUTING CO.	2692000774	1	609-49750-252	19.60-	19.60-	CREDIT BEER
Total 52108:							33,517.12	
52109	01/10/25	CINTAS	4213243570	1	101-45200-310	57.66	57.66	RUGS-GCC
52109	01/10/25	CINTAS	4213243600	1	101-43000-434	121.67	121.67	UNIFORMS-PW
52109	01/10/25	CINTAS	4213243879	1	101-41940-310	44.32	44.32	RUGS-CITY HALL
52109	01/10/25	CINTAS	4213243886	1	101-45500-310	45.37	45.37	RUGS-LIBRARY
52109	01/10/25	CINTAS	4214019309	1	101-43000-434	115.02	115.02	UNIFORMS-PW
52109	01/10/25	CINTAS	4214721142	1	101-45200-310	57.66	57.66	RUGS-GCC
52109	01/10/25	CINTAS	4214721159	1	101-43000-434	113.21	113.21	UNIFORMS-PW
52109	01/10/25	CINTAS	4214721311	1	101-45500-310	45.37	45.37	RUGS-LIBRARY
52109	01/10/25	CINTAS	4214721361	1	101-41940-310	19.44	19.44	RUGS-CITY HALL
52109	01/10/25	CINTAS	4215493136	1	101-43000-434	113.21	113.21	UNIFORMS-PW
52109	01/10/25	CINTAS	4216170397	1	101-45200-310	57.66	57.66	RUGS-GCC
52109	01/10/25	CINTAS	4216170462	1	101-43000-434	121.67	121.67	UNIFORMS-PW
52109	01/10/25	CINTAS	4216170631	1	101-41940-310	52.62	52.62	RUGS-CITY HALL

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52109	01/10/25	CINTAS	4216170676	1	101-45500-310	45.37	45.37	RUGS-LIBRARY
Total 52109:							1,010.25	
52110	01/10/25	CINTAS	4214019375	1	609-49750-310	94.58	94.58	RUGS - LIQUOR STORE
52110	01/10/25	CINTAS	4215493091	1	609-49750-310	94.58	94.58	RUGS - LIQUOR STORE
Total 52110:							189.16	
52111	01/10/25	DAHLHEIMER DISTRIBUTING C	2359112	1	609-49750-252	2,397.05	2,397.05	BEER
52111	01/10/25	DAHLHEIMER DISTRIBUTING C	2359112	2	609-49750-253	161.50	161.50	WINE
52111	01/10/25	DAHLHEIMER DISTRIBUTING C	2359112	3	609-49750-254	112.50	112.50	NA
52111	01/10/25	DAHLHEIMER DISTRIBUTING C	2361798	1	609-49750-252	88.00-	88.00-	CREDIT BEER
52111	01/10/25	DAHLHEIMER DISTRIBUTING C	2365794	1	609-49750-251	940.00	940.00	LIQUOR
52111	01/10/25	DAHLHEIMER DISTRIBUTING C	2365794	2	609-49750-252	2,460.95	2,460.95	BEER
52111	01/10/25	DAHLHEIMER DISTRIBUTING C	2365794	3	609-49750-254	112.50	112.50	NA
Total 52111:							6,096.50	
52112	01/10/25	Damien F. Toven & Associates, LL	1499-1	1	101-41610-304	393.75	393.75	CRIMINAL RETAINER-AMENDED
52112	01/10/25	Damien F. Toven & Associates, LL	1506	1	101-41610-304	4,009.87	4,009.87	CRIMINAL RETAINER
52112	01/10/25	Damien F. Toven & Associates, LL	1507	1	101-41610-304	1,075.00	1,075.00	CIVIL RETAINER
Total 52112:							5,478.62	
52113	01/10/25	DELUXE CORPORATION	0090679	1	101-41940-217	22.85	22.85	TAX FORMS
Total 52113:							22.85	
52114	01/10/25	E.C.M. PUBLISHERS, INC.	1028128	1	101-41110-351	40.25	40.25	TRUTH IN TAXATION
52114	01/10/25	E.C.M. PUBLISHERS, INC.	1028129	1	101-43000-310	20.00	20.00	AUCTION ITEMS-PW
52114	01/10/25	E.C.M. PUBLISHERS, INC.	1028129	2	101-42110-343	20.25	20.25	AUCTION ITEMS-PD
52114	01/10/25	E.C.M. PUBLISHERS, INC.	1029871	1	101-41110-351	40.25	40.25	ORD. #530
52114	01/10/25	E.C.M. PUBLISHERS, INC.	1029872	1	101-41110-351	40.25	40.25	ORD. #531
52114	01/10/25	E.C.M. PUBLISHERS, INC.	1029873	1	101-41110-351	52.33	52.33	BIRCH COUNTRY PRELIM & FINAL PLAT PH
52114	01/10/25	E.C.M. PUBLISHERS, INC.	1029874	1	101-41110-351	52.33	52.33	BIRCH COUNTRY CUP PH
Total 52114:							265.66	
52115	01/10/25	FORESTEDGE WINERY	5838	1	609-49750-253	276.00	276.00	WINE
Total 52115:							276.00	
52116	01/10/25	FRONTIER	011993-2-12	1	609-49750-321	211.57	211.57	PHONE SVC-LIQUOR STORE
52116	01/10/25	FRONTIER	032802-2-12	1	101-42280-321	53.64	53.64	PHONE SVC-FIRE (3465)
52116	01/10/25	FRONTIER	072480-2-12	1	602-49400-321	160.58	160.58	PHONE SVC-WATER (6134)
52116	01/10/25	FRONTIER	082197-2-12	1	602-49400-321	1.80	1.80	PHONE SVC-WATER (0121)
52116	01/10/25	FRONTIER	082488-2-12	1	101-49810-321	282.49	282.49	PHONE SVC-AIRPORT (2648)
Total 52116:							710.08	
52117	01/10/25	GOPHER STATE ONE CALL	4120599	1	602-49400-310	5.40	5.40	DECEMBER LOCATES
Total 52117:							5.40	
52118	01/10/25	GRAINGER	9346850127	1	101-42110-201	76.96	76.96	LAMINATING PIECES-PD

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Total 52118:							76.96	
52119	01/10/25	GRANITE CITY JOBBING	430126	1	609-49750-217	21.40	21.40	OTHER OPERATING SUPPLIES
52119	01/10/25	GRANITE CITY JOBBING	430126	2	609-49750-256	1,099.05	1,099.05	TOBACCO
52119	01/10/25	GRANITE CITY JOBBING	430126	3	609-49750-259	183.60	183.60	OTHER FOR RESALE
52119	01/10/25	GRANITE CITY JOBBING	430126	4	609-49750-333	10.00	10.00	DELIVERY
Total 52119:							1,314.05	
52120	01/10/25	GRANITE LEDGE ELECTRIC	F24466	1	602-49400-401	821.06	821.06	TREATMENT PLANT REPAIR-WATER
Total 52120:							821.06	
52121	01/10/25	HAWKINS, INC.	6937659	1	602-49400-216	20.00	20.00	CHEMICALS
Total 52121:							20.00	
52122	01/10/25	HEALTHEQUITY	CVD63W7	1	101-41940-310	45.00	45.00	JAN MONTHLY PARTICIPATION FEES
Total 52122:							45.00	
52123	01/10/25	HERC-U-LIFT INC	W659574-1	1	101-43000-208	500.00	500.00	SAFETY TRAINING-PW
Total 52123:							500.00	
52124	01/10/25	HY-TECH AUTOMOTIVE	59093	1	101-42110-212	47.77	47.77	2025 INTERCEPTOR OIL CHANGE 534-PD
52124	01/10/25	HY-TECH AUTOMOTIVE	59094	1	101-42110-212	47.77	47.77	2025 INTERCEPTOR OIL CHANGE 532-PD
Total 52124:							95.54	
52125	01/10/25	IPRINT TECHNOLOGIES	1189881	1	602-49400-201	178.50	178.50	TONER - WATER
52125	01/10/25	IPRINT TECHNOLOGIES	1189881	2	603-49450-201	178.50	178.50	TONER - SEWER
52125	01/10/25	IPRINT TECHNOLOGIES	1190427	1	609-49750-201	204.01	204.01	PRINTER TONER-LIQUOR
Total 52125:							561.01	
52126	01/10/25	JIMS MILLE LACS DISPOSAL IN	211948-0101	1	101-42280-384	25.00	25.00	GARBAGE-FIRE
52126	01/10/25	JIMS MILLE LACS DISPOSAL IN	211948-0101	2	101-41940-310	93.61	93.61	GARBAGE-CITY
52126	01/10/25	JIMS MILLE LACS DISPOSAL IN	211948-0101	3	101-45200-384	52.65	52.65	GARBAGE-PARKS
52126	01/10/25	JIMS MILLE LACS DISPOSAL IN	212276-0101	1	101-45200-384	113.94	113.94	GARBAGE-PARKS
52126	01/10/25	JIMS MILLE LACS DISPOSAL IN	219225-0101	1	609-49750-384	100.62	100.62	GARBAGE - LIQUOR
52126	01/10/25	JIMS MILLE LACS DISPOSAL IN	3249517-010	1	101-45200-415	148.39	148.39	CHANGING SHELTER
Total 52126:							534.21	
52127	01/10/25	JOHN DEERE FINANCIAL	10293617	1	101-43000-221	690.32	690.32	PARTS-PW
Total 52127:							690.32	
52128	01/10/25	JOHNSON BROTHERS LIQUOR	2697340	1	609-49750-253	96.00	96.00	WINE
52128	01/10/25	JOHNSON BROTHERS LIQUOR	2697340	2	609-49750-251	810.00	810.00	LIQUOR
52128	01/10/25	JOHNSON BROTHERS LIQUOR	2697340	3	609-49750-333	9.60	9.60	DELIVERY
52128	01/10/25	JOHNSON BROTHERS LIQUOR	2697341	1	609-49750-251	441.00	441.00	LIQUOR
52128	01/10/25	JOHNSON BROTHERS LIQUOR	2697341	2	609-49750-333	5.76	5.76	DELIVERY
Total 52128:							1,362.36	



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52129	01/10/25	JONS DOOR SERVICE LLC	4706	1	101-43000-401	248.33	248.33	GARAGE DOOR REPAIR - PW
Total 52129:							248.33	
52130	01/10/25	KEPHART, RAYMOND & SANDR	11-2100-00	1	001-10005	15.00	15.00	CREDIT ON FINAL WATER BILL
Total 52130:							15.00	
52131	01/10/25	KOCHS HARDWARE HANK	3181-123124	1	101-41940-437	5.99	5.99	CARPET TAPE-CITY
52131	01/10/25	KOCHS HARDWARE HANK	3181-123124	2	101-42110-437	36.98	36.98	KEY/DOG FOOD-PD
52131	01/10/25	KOCHS HARDWARE HANK	3181-123124	3	101-43000-215	168.91	168.91	BATTERIES/PAINT/GLOVES/MASKING FILM-PW
52131	01/10/25	KOCHS HARDWARE HANK	3181-123124	4	101-43000-240	29.99	29.99	BIT SET-PW
52131	01/10/25	KOCHS HARDWARE HANK	3181-123124	5	101-45200-215	15.98	15.98	PENT OIL/BATTERY-PARKS
52131	01/10/25	KOCHS HARDWARE HANK	3181-123124	6	101-45200-401	74.99	74.99	CO SMOKE ALARM-PARKS
52131	01/10/25	KOCHS HARDWARE HANK	3181-123124	7	101-45200-437	38.63	38.63	MOUSE TRAPS/KEY/NUTS/BOLTS/ELBOW-PAR
52131	01/10/25	KOCHS HARDWARE HANK	3181-123124	8	101-49810-437	31.96	31.96	TUBE SAND-AIRPORT
52131	01/10/25	KOCHS HARDWARE HANK	3181-123124	9	602-49400-322	13.82	13.82	POSTAGE-WATER
Total 52131:							417.25	
52132	01/10/25	L.E.L.S.	238-0125	1	101-21710	365.00	365.00	JANUARY UNION DUES-PD
Total 52132:							365.00	
52133	01/10/25	LEAGUE OF MINNESOTA CITIE	010125	1	101-41110-433	30.00	30.00	MAYOR MEMBERSHIP 2025
Total 52133:							30.00	
52134	01/10/25	MILACA AUTO VALUE	1302823-122	1	101-42280-221	53.99	53.99	PARTS-FIRE
52134	01/10/25	MILACA AUTO VALUE	1302823-122	2	101-42110-212	8.49	8.49	PARTS-PD
Total 52134:							62.48	
52135	01/10/25	MILACA IRON & METAL	001148	1	101-43000-221	22.00	22.00	1/4 X 2 FLAT-PW
Total 52135:							22.00	
52136	01/10/25	MILLE LACS COUNTY DAC	41548	1	101-41940-310	402.98	402.98	CLEANING-CITY
52136	01/10/25	MILLE LACS COUNTY DAC	41548	2	101-45500-310	335.90	335.90	CLEANING-LIBRARY
52136	01/10/25	MILLE LACS COUNTY DAC	41548	3	101-45200-310	71.94	71.94	CLEANING-GORECKI CENTER
52136	01/10/25	MILLE LACS COUNTY DAC	41548	4	101-42280-310	52.32	52.32	CLEANING-FIRE HALL
Total 52136:							863.14	
52137	01/10/25	MINUTEMAN PRESS	39150	1	602-49400-201	162.40	162.40	ENVELOPES-WATER
52137	01/10/25	MINUTEMAN PRESS	39150	2	603-49450-201	162.40	162.40	ENVELOPES-SEWER
Total 52137:							324.80	
52138	01/10/25	MN COMPUTER SYSTEMS INC	415520	1	101-41940-310	42.30	42.30	COPIER CONTRACT-CITY
Total 52138:							42.30	
52139	01/10/25	MN DEPT OF PUBLIC SAFETY (	4806900292	1	602-49400-433	100.00	100.00	HAZ MAT RIGHT TO KNOW
Total 52139:							100.00	
52140	01/10/25	MOOSE LAKE BREWING CO. LL	WB51-001	1	609-49750-252	201.00	201.00	BEER

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
Total 52140:							201.00	
52141	01/10/25	NAPA CENTRAL MN	14381-12312	1	101-43000-212	42.06	42.06	OIL FILTER-PW
Total 52141:							42.06	
52142	01/10/25	NORTHLAND TRUST SERVICES	MILACA19A-	1	388-47000-601	50,000.00	50,000.00	GO 2019A PRINCIPAL
52142	01/10/25	NORTHLAND TRUST SERVICES	MILACA19A-	2	388-47000-611	5,025.00	5,025.00	GO 2019A INTEREST
52142	01/10/25	NORTHLAND TRUST SERVICES	MILACA21A-	1	303-47000-601	45,000.00	45,000.00	GO 2021A PRINCIPAL
52142	01/10/25	NORTHLAND TRUST SERVICES	MILACA21A-	2	303-47000-611	5,265.00	5,265.00	GO 2021A INTEREST
52142	01/10/25	NORTHLAND TRUST SERVICES	MILACA22A-	1	350-47000-601	30,000.00	30,000.00	GO 2022A PRINCIPAL
52142	01/10/25	NORTHLAND TRUST SERVICES	MILACA22A-	2	350-47000-611	9,563.75	9,563.75	GO 2022A INTEREST
Total 52142:							144,853.75	
52143	01/10/25	OLDENBURG, JOHN	010225	1	101-43000-321	75.00	75.00	1ST QTR CELL PHONE REIMBURSEMENT
Total 52143:							75.00	
52144	01/10/25	OMANN BROTHERS INC	33512	1	101-45200-580	14,800.00	14,800.00	PICKLE BALL COURT
52144	01/10/25	OMANN BROTHERS INC	33513	1	101-43000-403	74,470.95	74,470.95	ALLEY'S
52144	01/10/25	OMANN BROTHERS INC	33514	1	101-43000-403	10,565.06	10,565.06	7TH ST NE CULDA SAC
Total 52144:							99,836.01	
52145	01/10/25	PELARSKI, ZACH	010225	1	101-43000-321	75.00	75.00	1ST QUARTER CELL PHONE REIMB
Total 52145:							75.00	
52146	01/10/25	PFAFF, TAMMY	010225	1	101-41310-321	150.00	150.00	1ST QTR CELL PHONE REIMB
Total 52146:							150.00	
52147	01/10/25	PHILLIPS WINE AND SPIRITS	6900755	1	609-49750-251	253.50	253.50	LIQUOR
52147	01/10/25	PHILLIPS WINE AND SPIRITS	6900755	2	609-49750-253	165.00	165.00	WINE
52147	01/10/25	PHILLIPS WINE AND SPIRITS	6900755	3	609-49750-333	17.00	17.00	DELIVERY
52147	01/10/25	PHILLIPS WINE AND SPIRITS	6904655	1	609-49750-253	56.74	56.74	WINE
52147	01/10/25	PHILLIPS WINE AND SPIRITS	6904655	2	609-49750-254	224.40	224.40	NA
52147	01/10/25	PHILLIPS WINE AND SPIRITS	6904655	3	609-49750-333	14.08	14.08	DELIVERY
Total 52147:							730.72	
52148	01/10/25	PRINCETON AUTO CENTER	120803	1	101-42110-212	11.50	11.50	WASHER FLUID PUMP-PD
Total 52148:							11.50	
52149	01/10/25	QUILL CORPORATION	41788761	1	101-41940-201	77.98	77.98	COPIER PAPER-CITY
52149	01/10/25	QUILL CORPORATION	41788761	2	101-41940-201	83.98	83.98	STORAGE BOXES-CITY
52149	01/10/25	QUILL CORPORATION	42087726	1	101-41940-201	12.99	12.99	TAPE-CITY
Total 52149:							174.95	
52150	01/10/25	ROELOFS, TROY	010225	1	101-43000-221	75.00	75.00	1ST QTR CELL PHONE REIMB
Total 52150:							75.00	
52151	01/10/25	SAHLSTROM PLUMBING & HEA	123024	1	101-41940-401	150.00	150.00	FURNACE @CITY HALL

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
52151	01/10/25	SAHLSTROM PLUMBING & HEA	57174	1	101-43000-520	19,800.00	19,800.00	NEW BOILERS AT PW GARAGE-2024 CIP
Total 52151:							19,950.00	
52152	01/10/25	SENTRY SYSTEMS, INC.	798871	1	609-49750-310	598.71	598.71	2025 ALARM MONITORING-LIQUOR
Total 52152:							598.71	
52153	01/10/25	SOUTHERN GLAZERS OF MN	2569204	1	609-49750-251	1,881.51	1,881.51	LIQUOR
52153	01/10/25	SOUTHERN GLAZERS OF MN	2569204	2	609-49750-333	32.81	32.81	DELIVERY
52153	01/10/25	SOUTHERN GLAZERS OF MN	2569205	1	609-49750-253	390.68	390.68	WINE
52153	01/10/25	SOUTHERN GLAZERS OF MN	2569205	2	609-49750-333	10.85	10.85	DELIVERY
Total 52153:							2,315.85	
52154	01/10/25	ST. CLOUD ACOUSTICS, INC.	9034	1	216-45200-520	10,600.00	10,600.00	ACOUSTICAL WALL PANELS-GORECKI CENTER
Total 52154:							10,600.00	
52155	01/10/25	STAR PUBLICATIONS	228207	1	609-49750-343	190.00	190.00	ADVERTISING
Total 52155:							190.00	
52156	01/10/25	TEALS MARKET	3141018-012	1	101-43000-215	2.89	2.89	MISC-PW
Total 52156:							2.89	
52157	01/10/25	VIKING BOTTLING CO.	3587441	1	609-49750-254	288.50	288.50	NA
52157	01/10/25	VIKING BOTTLING CO.	3587515	1	609-49750-254	146.30	146.30	NA
Total 52157:							434.80	
52158	01/10/25	WEX BANK	102153658	1	101-42110-212	1,132.54	1,132.54	GAS-POLICE VEHICLES
52158	01/10/25	WEX BANK	102153658	2	101-43000-212	186.40	186.40	GAS-PW
Total 52158:							1,318.94	
52159	01/10/25	WIDSETH SMITH NOLTING & AS	235246	1	101-42280-310	2,000.00	2,000.00	GRANT WRITING-FIRE DEPT
Total 52159:							2,000.00	
52160	01/10/25	YOST, EDWARD	INV205	1	101-41940-309	125.00	125.00	IT SERVICES-CITY
52160	01/10/25	YOST, EDWARD	INV205	2	101-42280-309	125.00	125.00	IT SERVICES-FIRE
52160	01/10/25	YOST, EDWARD	INV205	3	101-43000-309	125.00	125.00	IT SERVICES-PW
52160	01/10/25	YOST, EDWARD	INV205	4	602-49400-309	62.50	62.50	IT SERVICES-WATER
52160	01/10/25	YOST, EDWARD	INV205	5	603-49450-309	62.50	62.50	IT SERVICES-SEWER
52160	01/10/25	YOST, EDWARD	INV205	6	101-42110-310	125.00	125.00	IT SERVICES-PD
Total 52160:							625.00	
821639	12/30/24	U.S. POSTMASTER	123024	1	602-49400-322	236.32	236.32	DECEMBER WATER BILLS-WATER
821639	12/30/24	U.S. POSTMASTER	123024	2	603-49450-322	236.32	236.32	DECEMBER WATER BILLS-SEWER
Total 821639:							472.64	
821640	01/08/25	BENTON COMMUNICATIONS	0238009623-	1	101-42280-321	100.45	100.45	PHONE SERVICE - FIRE

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
Total 821640:							100.45	
821641	01/08/25	BENTON COMMUNICATIONS	0238009658-	1	101-45500-321	45.72	45.72	PHONE SERVICE - LIBRARY
821641	01/08/25	BENTON COMMUNICATIONS	0238009658-	2	101-45200-321	45.71	45.71	PHONE SERVICE - PARKS
821641	01/08/25	BENTON COMMUNICATIONS	0238009658-	3	101-43000-321	158.61	158.61	PHONE SERVICE - PW
821641	01/08/25	BENTON COMMUNICATIONS	0238009658-	4	101-42110-321	179.88	179.88	PHONE SERVICE - POLICE
821641	01/08/25	BENTON COMMUNICATIONS	0238009658-	5	101-41940-321	235.83	235.83	PHONE SERVICE - CITY HALL
821641	01/08/25	BENTON COMMUNICATIONS	0238009658-	6	619-49900-321	73.50	73.50	PHONE SERVICE - DEP REG
Total 821641:							739.25	
821642	01/08/25	CENTERPOINT ENERGY	5826769-1-0	1	609-49750-381	661.36	661.36	LIQUOR STORE
Total 821642:							661.36	
821643	01/08/25	CENTERPOINT ENERGY	8000014099-	1	101-42280-381	304.61	304.61	FIRE HALL
821643	01/08/25	CENTERPOINT ENERGY	8000014099-	2	208-45600-381	325.05	325.05	HISTORICAL SOCIETY
821643	01/08/25	CENTERPOINT ENERGY	8000014099-	3	101-43000-381	1,232.12	1,232.12	PUBLIC WORKS
821643	01/08/25	CENTERPOINT ENERGY	8000014099-	4	101-49010-381	261.60	261.60	SENIOR CENTER
821643	01/08/25	CENTERPOINT ENERGY	8000014099-	5	101-41940-381	406.10	406.10	CITY HALL
821643	01/08/25	CENTERPOINT ENERGY	8000014099-	6	602-49400-381	458.31	458.31	WATER PLANT
821643	01/08/25	CENTERPOINT ENERGY	8000014099-	7	101-45500-381	683.56	683.56	LIBRARY
821643	01/08/25	CENTERPOINT ENERGY	8000014099-	8	101-45200-381	143.78	143.78	GORECKI BLDG
Total 821643:							3,815.13	
821644	01/08/25	CITY HIVE INC	6775610379	1	609-49750-310	99.00	99.00	LIQUOR WEBSITE-DECEMBER
Total 821644:							99.00	
821645	01/08/25	DELTA DENTAL OF MN	CNS0001730	1	101-21712	1,938.69	1,938.69	DENTAL INS-JANUARY
Total 821645:							1,938.69	
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	1	101-43000-381	490.80	490.80	PUBLIC WORKS
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	2	101-49010-381	88.17	88.17	SENIOR CENTER
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	3	101-49810-381	365.85	365.85	AIRPORT
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	4	101-45200-381	206.31	206.31	PARKS
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	5	101-43000-380	3,060.84	3,060.84	STREET LIGHTS
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	6	101-42110-437	136.61	136.61	PUBLIC SAFETY
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	7	208-45600-381	203.21	203.21	HISTORICAL SOCIETY
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	8	101-45500-381	645.48	645.48	LIBRARY
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	9	602-49400-381	3,154.64	3,154.64	WATER DEPT
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	10	603-49450-381	1,009.39	1,009.39	SEWER DEPT
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	11	101-42280-381	1,232.02	1,232.02	FIRE HALL
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	12	101-41940-381	841.70	841.70	CITY HALL
821646	01/08/25	EAST CENTRAL ENERGY	832400-0125	13	609-49750-381	2,109.22	2,109.22	LIQUOR STORE
Total 821646:							13,544.24	
821647	01/08/25	HEALTHY EQUITY	010125	1	101-21705	8,695.00	8,695.00	JANUARY HSA CONTRIBUTIONS
Total 821647:							8,695.00	
821648	01/08/25	MIDCONTINENT COMMUNICATI	14799080114	1	101-42110-321	143.39	143.39	INTERNET- POLICE

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
Total 821648:							143.39	
821649	01/08/25	NCPERS GROUP LIFE INS	6272000120	1	101-21709	128.00	128.00	GROUP LIFE INS JANUARY
Total 821649:							128.00	
821650	01/08/25	UNUM	0691590-001	1	101-21707	984.70	984.70	LIFE, STD, LTD-JAN
Total 821650:							984.70	
992412181	12/16/24	AMERICAN FDS	PR1215241	1	101-21708	325.00	325.00	AMERICAN FUNDS AMERICAN FUNDS Pay Per
Total 992412181:							325.00	
992412182	12/16/24	EFTPS-FED TAXPAYMENT	PR1215241	1	101-21703	2,735.80	2,735.80	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
992412182	12/16/24	EFTPS-FED TAXPAYMENT	PR1215241	2	101-21701	4,270.80	4,270.80	FED/SSI/MEDICARE FEDERAL WITHHOLDING T
992412182	12/16/24	EFTPS-FED TAXPAYMENT	PR1215241	3	101-21703	2,735.80	2,735.80	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
992412182	12/16/24	EFTPS-FED TAXPAYMENT	PR1215241	4	101-21703	884.13	884.13	FED/SSI/MEDICARE MEDICARE Pay Period: 12/
992412182	12/16/24	EFTPS-FED TAXPAYMENT	PR1215241	5	101-21703	884.13	884.13	FED/SSI/MEDICARE MEDICARE Pay Period: 12/
Total 992412182:							11,510.66	
992412183	12/16/24	GOVONE SOLUTIONS	PR1215241	1	101-21704	3,066.03	3,066.03	PERA PERA PROTECTIVE Pay Period: 12/15/20
992412183	12/16/24	GOVONE SOLUTIONS	PR1215241	2	101-21704	2,865.38	2,865.38	PERA PERA COORDINATED Pay Period: 12/15/2
992412183	12/16/24	GOVONE SOLUTIONS	PR1215241	3	101-21704	3,306.23	3,306.23	PERA PERA COORDINATED Pay Period: 12/15/2
992412183	12/16/24	GOVONE SOLUTIONS	PR1215241	4	101-21704	2,044.02	2,044.02	PERA PERA PROTECTIVE Pay Period: 12/15/20
Total 992412183:							11,281.66	
992412184	12/16/24	MN-STATE TAXPAYMENT	PR1215241	1	101-21702	2,255.54	2,255.54	SWT STATE WITHHOLDING TAX Pay Period: 12/
Total 992412184:							2,255.54	
992501021	12/30/24	AMERICAN FDS	PR1229241	1	101-21708	325.00	325.00	AMERICAN FUNDS AMERICAN FUNDS Pay Per
Total 992501021:							325.00	
992501022	12/30/24	EFTPS-FED TAXPAYMENT	PR1229241	1	101-21703	2,657.39	2,657.39	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
992501022	12/30/24	EFTPS-FED TAXPAYMENT	PR1229241	2	101-21701	4,378.55	4,378.55	FED/SSI/MEDICARE FEDERAL WITHHOLDING T
992501022	12/30/24	EFTPS-FED TAXPAYMENT	PR1229241	3	101-21703	2,657.39	2,657.39	FED/SSI/MEDICARE SOCIAL SECURITY Pay Pe
992501022	12/30/24	EFTPS-FED TAXPAYMENT	PR1229241	4	101-21703	880.34	880.34	FED/SSI/MEDICARE MEDICARE Pay Period: 12/
992501022	12/30/24	EFTPS-FED TAXPAYMENT	PR1229241	5	101-21703	880.34	880.34	FED/SSI/MEDICARE MEDICARE Pay Period: 12/
Total 992501022:							11,454.01	
992501023	12/30/24	GOVONE SOLUTIONS	PR1229241	1	101-21704	3,251.63	3,251.63	PERA PERA PROTECTIVE Pay Period: 12/29/20
992501023	12/30/24	GOVONE SOLUTIONS	PR1229241	2	101-21704	2,862.31	2,862.31	PERA PERA COORDINATED Pay Period: 12/29/2
992501023	12/30/24	GOVONE SOLUTIONS	PR1229241	3	101-21704	3,302.71	3,302.71	PERA PERA COORDINATED Pay Period: 12/29/2
992501023	12/30/24	GOVONE SOLUTIONS	PR1229241	4	101-21704	2,167.76	2,167.76	PERA PERA PROTECTIVE Pay Period: 12/29/20
Total 992501023:							11,584.41	
992501024	12/30/24	MN-STATE TAXPAYMENT	PR1229241	1	101-21702	2,296.15	2,296.15	SWT STATE WITHHOLDING TAX Pay Period: 12/
Total 992501024:							2,296.15	

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Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description
Grand Totals:							<u>681,831.32</u>	

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Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-10005	51.35	.00	51.35
001-20200	.00	51.35-	51.35-
101-20200	.00	295,929.22-	295,929.22-
101-21701	8,649.35	.00	8,649.35
101-21702	4,551.69	.00	4,551.69
101-21703	14,315.32	.00	14,315.32
101-21704	22,866.07	.00	22,866.07
101-21705	8,695.00	.00	8,695.00
101-21706	32,660.54	.00	32,660.54
101-21707	984.70	.00	984.70
101-21708	650.00	.00	650.00
101-21709	128.00	.00	128.00
101-21710	365.00	.00	365.00
101-21712	1,938.69	.00	1,938.69
101-41110-217	199.45	.00	199.45
101-41110-351	225.41	.00	225.41
101-41110-433	30.00	.00	30.00
101-41310-321	150.00	.00	150.00
101-41610-304	5,478.62	.00	5,478.62
101-41940-201	241.47	.00	241.47
101-41940-217	114.22	.00	114.22
101-41940-240	425.97	.00	425.97
101-41940-309	125.00	.00	125.00
101-41940-310	1,075.27	.00	1,075.27
101-41940-321	321.94	.00	321.94
101-41940-322	500.00	.00	500.00
101-41940-381	1,247.80	.00	1,247.80
101-41940-401	1,513.66	.00	1,513.66
101-41940-433	445.00	.00	445.00
101-41940-437	5.99	.00	5.99
101-42110-201	496.44	.00	496.44
101-42110-208	495.00	.00	495.00
101-42110-212	1,248.07	.00	1,248.07
101-42110-310	125.00	.00	125.00
101-42110-321	819.59	.00	819.59
101-42110-343	20.25	.00	20.25
101-42110-437	251.17	.00	251.17
101-42280-212	137.35	.00	137.35
101-42280-221	53.99	.00	53.99
101-42280-309	125.00	.00	125.00
101-42280-310	2,052.32	.00	2,052.32
101-42280-321	192.32	.00	192.32
101-42280-381	1,536.63	.00	1,536.63
101-42280-384	25.00	.00	25.00
101-42400-300	2,317.91	.00	2,317.91
101-43000-208	500.00	.00	500.00
101-43000-212	750.08	.00	750.08
101-43000-215	171.80	.00	171.80
101-43000-221	795.78	.00	795.78
101-43000-240	29.99	.00	29.99
101-43000-309	125.00	.00	125.00
101-43000-310	20.00	.00	20.00
101-43000-321	444.76	.00	444.76
101-43000-380	3,060.84	.00	3,060.84
101-43000-381	1,722.92	.00	1,722.92
101-43000-401	248.33	.00	248.33
101-43000-403	85,036.01	.00	85,036.01

GL Account	Debit	Credit	Proof
101-43000-434	584.78	.00	584.78
101-43000-520	19,800.00	.00	19,800.00
101-43000-530	25,436.94	.00	25,436.94
101-45200-212	21.02	.00	21.02
101-45200-215	15.98	.00	15.98
101-45200-310	244.92	.00	244.92
101-45200-321	45.71	.00	45.71
101-45200-381	350.09	.00	350.09
101-45200-384	166.59	.00	166.59
101-45200-401	74.99	.00	74.99
101-45200-415	148.39	.00	148.39
101-45200-437	90.63	.00	90.63
101-45200-580	14,800.00	.00	14,800.00
101-45500-217	92.73	.00	92.73
101-45500-310	847.01	.00	847.01
101-45500-321	45.72	.00	45.72
101-45500-381	1,329.04	.00	1,329.04
101-49010-381	349.77	.00	349.77
101-49810-310	3,870.00	.00	3,870.00
101-49810-321	282.49	.00	282.49
101-49810-381	365.85	.00	365.85
101-49810-437	31.96	.00	31.96
101-49810-530	16,228.90	.00	16,228.90
208-20200	.00	528.26-	528.26-
208-45600-381	528.26	.00	528.26
216-20200	.00	10,600.00-	10,600.00-
216-45200-520	10,600.00	.00	10,600.00
303-20200	.00	50,265.00-	50,265.00-
303-47000-601	45,000.00	.00	45,000.00
303-47000-611	5,265.00	.00	5,265.00
350-20200	.00	39,563.75-	39,563.75-
350-47000-601	30,000.00	.00	30,000.00
350-47000-611	9,563.75	.00	9,563.75
388-20200	.00	55,025.00-	55,025.00-
388-47000-601	50,000.00	.00	50,000.00
388-47000-611	5,025.00	.00	5,025.00
404-20200	.00	44,783.72-	44,783.72-
404-49100-439	44,783.72	.00	44,783.72
602-20200	.00	6,343.49-	6,343.49-
602-49400-201	340.90	.00	340.90
602-49400-212	308.24	.00	308.24
602-49400-216	20.00	.00	20.00
602-49400-309	62.50	.00	62.50
602-49400-310	112.40	.00	112.40
602-49400-321	321.30	.00	321.30
602-49400-322	250.14	.00	250.14
602-49400-381	3,612.95	.00	3,612.95
602-49400-401	821.06	.00	821.06
602-49400-433	494.00	.00	494.00
603-20200	.00	2,040.65-	2,040.65-
603-49450-201	340.90	.00	340.90
603-49450-212	308.24	.00	308.24
603-49450-309	62.50	.00	62.50
603-49450-310	83.30	.00	83.30
603-49450-322	236.32	.00	236.32
603-49450-381	1,009.39	.00	1,009.39
609-20200	705.20	177,332.58-	176,627.38-
609-49750-201	204.01	.00	204.01
609-49750-217	21.40	.00	21.40



GL Account	Debit	Credit	Proof
609-49750-240	85.89	.00	85.89
609-49750-251	55,689.19	.00	55,689.19
609-49750-252	94,746.20	628.06-	94,118.14
609-49750-253	10,575.16	50.01-	10,525.15
609-49750-254	4,442.71	23.58-	4,419.13
609-49750-256	4,048.40	.00	4,048.40
609-49750-259	2,132.07	2.00-	2,130.07
609-49750-310	886.87	.00	886.87
609-49750-321	251.58	.00	251.58
609-49750-333	1,187.90	1.55-	1,186.35
609-49750-343	190.00	.00	190.00
609-49750-381	2,770.58	.00	2,770.58
609-49750-384	100.62	.00	100.62
619-20200	.00	73.50-	73.50-
619-49900-321	73.50	.00	73.50
Grand Totals:	<u>683,241.72</u>	<u>683,241.72-</u>	<u>.00</u>

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

RESOLUTION NO. 25-01

RESOLUTION ACCEPTING DONATION

WHEREAS, The City of Milaca is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of recreational pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, the following individual has offered to contribute the cash amount set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>	<u>Committed To</u>
1 <sup>st</sup> National Bank	\$1,000.00	Water/Sewer Accounts

WHEREAS, said donations have been contributed to assist the city in the establishment as allowed by law; and

WHEREAS, The City Council finds that it is appropriate to accept the donation offered.

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

1. The donation described above is accepted and shall be used to the funds as indicated either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipt to the donor acknowledging the city's receipt of the donor's donation.

Adopted this 15th day of January, 2025.

\_\_\_\_\_  
Mayor Dave Dillan

ATTEST

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

ORDINANCE NO. 537

ORDINANCE AMENDING TITLE III ADMINISTRATION; CHAPTER 34.40 SEWER RATES; SCHEDULE AND CHAPTER 34.41(A) WATER RATES AND CHARGES; SCHEDULE

The Milaca City Council ordains the following fee increase as it pertains to Chapter 34.40 Sewer Rates; Schedule and Chapter 34.41 Water Rates and Charges; Schedule:

34.40 SEWER RATES; SCHEDULE

Residential and Commercial	NEW RATE
Base rate	\$3.09
Minimum	\$8.76
Usage (in 1,000 gallons)	COST PER 1,000 GALLONS
1,000 Gallons and up	\$3.79
Sewer only	\$20.60

Item	Code Section	Description	Charge
Use		Per month rate based upon the water meter reading, an amount for sewer services; a cap on the residential monthly sewer charge shall be established for sewer used during the months of June, July, August and September of each year. The sewer cap is set at 8,000 gallons. No residential account shall be charged for more than 8,000 gallons of sewer usage during those months.	\$3.79 per 1,000 gallons

### 34.41 WATER RATES AND CHARGES; SCHEDULE

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

DESCRIPTION	Description	NEW RATE
Applicant fee		\$45
Meter, radio transmission equipment	Failure to allow access for installation	\$77 per month
Meter testing		\$67
Reconnection fee	Existing stubbed in line requesting reconnection	\$46
Shut off of water supply	Shut off for customer request	\$36
Turn on fee	Turning on water during normal business hours after disconnection for non-payment	\$52
After Hours Service Fee	Turning on water outside normal business hours regardless of reason for reconnection	\$103
Snowbird Fee	Winter disconnect fee; during months of November 1 through April 1	\$75

<b>RESIDENTIAL</b>		<b>NEWRATE</b>
Base Rate		\$17.03
Minimum up to 1,000 gallons		\$4.26
1,001 gallons and up		\$6.88 per 1,000 gallons

<b>COMMERCIAL</b>		<b>NEW RATE</b>
Base Rate		\$17.03
Minimum up to 1,000 gallons		\$4.26
1,001 gallons and up		\$6.88

Rates to be effective for the February 2025 billing.

Adopted by the city council of the City of Milaca this 15<sup>th</sup> day of January, 2025.

ATTEST:

\_\_\_\_\_  
Mayor, Dave Dillan

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

First Reading: 12-18-2024

Second Reading: 01-15-2025

Published: \_\_\_\_\_

**RESOLUTION #25-02  
RESOLUTION SETTING ANNUAL APPOINTMENTS AND  
OFFICIAL DESIGNATIONS FOR 2025**

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Milaca, hereby sets the following annual appointments and official designations for 2025:

Official Newspaper: Union Times

Official Depositories: First National Bank of Milaca, LPL Financial, Capital Bank and Trust/American Funds, 4M Fund, RBC Wealth Management, any FDIC insured institution

Individuals Authorized to conduct electronic transfers: City Manager and City Treasurer

Council Meetings Date and Time: 3<sup>rd</sup> Thursday of the Month at **6:00 p.m. – NOTE TIME CHANGE**

Mayor Protem: Norris Johnson

Order of Succession for  
Declaring an Emergency: Dillan-Johnson-Larsen-Muller-Poorker

Commission Appointments:

**PARKS**

Gary Kirkeby	Continuous
Jordan DeBoer	12/31/2027
Kurt Bauerly	12/31/2027
Matt Follmuth	12/31/2025
Cory Greninger	12/31/2025
Amy Goeble	12/31/2025
<b>Council Member-Laurie Gahm</b>	<b>12/31/2024 (Annual Designation)</b>

**PLANNING COMMISSION**

Brad Tolzman, Chairman	12/31/2025
Brett Freese, Secretary	12/31/2025
Joel Millam	12/31/2026
Greg Kuperus	12/31/2027
Mitch Siemers	12/31/2026
Jake Lepper	12/31/2027
One Vacancy	
Council Member-Norris Johnson	12/31/2025 (Annual Designation)

**Fire Department Officers**

Fire Chief 1 Jesse Gerads  
Fire Chief 2 Chris Ehlen  
Deputy Chief 1 Michael Nelson  
Deputy Chief 2 Adam Solomon  
Captain 1 Andy Ziegler  
Captain 2 Mike Talberg  
Secretary Chris Ehlen

**Budget Committee**

City Manager Tammy Pfaff  
City Treasurer- Elizabeth Nealley  
Council Member-Norris Johnson  
**Council Member-Ken Muller**

12/31/2025 (Annual Designation)  
**12/31/2025 (Annual Designation)**

**EDC-Economic Development Committee**

Chair-Joe Cronin  
Council Member-Dave Dillan  
City Manager- Tammy Pfaff  
Secretary- John Creasy  
Dave Wedin  
Rachelle Nelson  
Matt Heggerness  
Jeff Brown  
Lainy Hoskins

Adopted this 15<sup>th</sup> day of January, 2025.

\_\_\_\_\_  
Mayor Dave Dillan

ATTEST

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



## Incident Summary by Incident Type

Date Range: 12/1/2024 to 12/31/2024

Incident Type	# of Incidents
911 Hang Up	3
Accident	4
Agency Assist	15
Alarm	9
Animal	5
Child Custody	1
Community Contact	2
Community Contact	1
Csc	1
Danco Violation	1
Disturbance	3
Driving Complaint	8
Drugs	1
Family Services Referral	2
Fraud-forgery-scam	1
Funeral Escort	1
Gas Drive Off	1
Harassment Complaint	1
Icr Misc	18
Juvenile Complaint	1
Lockout	3
Mailbox Vandalism	1
Medical	40
Motorist Assist	4
Noise Complaint	3
Ofp Violation	3
Parking Complaint	17





## Incident Summary by Incident Type

Date Range: 12/1/2024 to 12/31/2024

Public Assist	21
Suicidal Party	1
Suspicious Activity	8
Theft	4
Threats Complaint	2
Traffic	52
Welfare Check	6
<b>Total: 244</b>	



December 30, 2024

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

**Reference:** B-23-CP-MN-0884, City of Milaca  
110<sup>th</sup> Avenue (airport road) Improvements Project (193806178)  
**Contractor's Request for Payment No 5.**

Dear Tammy:

Attached for city approval is Contractor's Request for Payment No. 5 for the 110th Avenue Improvements Project. The Contractor is Northern Lines Contracting, Inc.

This partial payment request includes payment for the paving of the intersection of 110<sup>th</sup> Ave. and 10<sup>th</sup> St. NE. This payment also includes payment for half of the gravel base material (as discussed previously). This request includes a retainage in the amount of 5% of the completed value.

We have reviewed the contractor's payment request and found it to be in order. We recommend approval. **If the City wishes to approve this request, then payment should be made to Northern Lines Contracting, Inc. in the amount of \$29,440.37.**

Please execute the payment request document. Keep a signed copy for your records. Forward a signed copy to Northern Lines Contracting, Inc. (Brady Enright, Brady@nl-contracting.com ). Send a scanned copy to Stantec.

Should you have any questions, please feel free to contact Zac Stiller, Chuck Boser, or me.

Sincerely,  
Stantec

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

Phil Gravel, City Engineer



Owner: City of Milaca, 255 1st St. E., Milaca, MN 56353	Date: December 5, 2024
For Period: 10/8/2024 to 12/5/2024	Request No: 5
Contractor: Northern Lines Contracting	

**CONTRACTOR'S REQUEST FOR PAYMENT**  
 2024 110th AVENUE IMPROVEMENTS PROJECT  
 STANTEC PROJECT NO. 193806178

SUMMARY

1	Original Contract Amount		\$	1,575,256.20
2	Change Order - Addition	\$ 0.00		
3	Change Order - Deduction	\$ 0.00		
4	Revised Contract Amount		\$	1,575,256.20
5	Value Completed to Date		\$	908,634.85
6	Material on Hand		\$	0.00
7	Amount Earned		\$	908,634.85
8	Less Retainage 5%		\$	45,431.74
9	Subtotal		\$	863,203.11
10	Less Amount Paid Previously		\$	833,762.74
11	Liquidated damages -		\$	0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>5</u>		\$	<u>29,440.37</u>

Recommended for Approval by:  
**STANTEC**

*Phil Gravel* 12/30/2024

Approved by Contractor:  
**NORTHERN LINES CONTRACTING**

*Brady Enright*

Approved by Owner:  
**CITY OF MILACA**

\_\_\_\_\_  
 \_\_\_\_\_

Specified Contract Completion Date:  
 \_\_\_\_\_

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

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
<b>BASE BID</b>							
1	MOBILIZATION	LS	1	40000.00		0.9	\$36,000.00
2	CLEARING	ACRE	0.11	38000.00		0.08	\$3,040.00
3	GRUBBING	ACRE	0.11	38000.00		0.08	\$3,040.00
4	SALVAGE SIGN TYPE C	EACH	4	55.00		2	\$110.00
5	SALVAGE SIGN TYPE SPECIAL	EACH	14	45.00		7	\$315.00
6	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	21	4.00		21	\$84.00
7	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	233	5.00		167	\$835.00
8	REMOVE PIPE CULVERTS	LIN FT	585	18.00		585	\$10,530.00
9	REMOVE BITUMINOUS PAVEMENT	SQ YD	1124	3.50		1040	\$3,640.00
10	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ FT	461	1.15		400	\$460.00
11	SALVAGE MAIL BOX ASSEMBLY	EACH	13	80.00		13	\$1,040.00
12	EXCAVATION - COMMON (EV) (P)	CU YD	16609	10.30	640	16609	\$171,072.70
13	EXCAVATION - SUBGRADE (EV)	CU YD	500	20.00		174.34	\$3,486.80
14	SELECT GRANULAR BORROW (MODIFIED) (CV)	CU YD	6417	30.50		6713.46	\$204,760.53
15	COMMON BORROW (CV)	CU YD	500	10.30			\$0.00
16	GEOTEXTILE NONWOVEN FABRIC, TYPE 5 (MODIFIED)	SQ YD	18330	1.75		18330	\$32,077.50
17	AGGREGATE SURFACING (CV) CLASS 2 (P)	CU YD	336	35.00			\$0.00
18	AGGREGATE BASE CLASS 5	TON	14800	14.65	880	5880	\$86,142.00
19	BITUMINOUS PATCH SPECIAL	SQ FT	450	4.60	332	332	\$1,527.20
20	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1688	4.05			\$0.00
21	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) (2025)	TON	1710	93.25			\$0.00
22	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	3355	87.15	114.5	114.5	\$9,978.67
23	12" CS PIPE APRON	EACH	20	350.00		22	\$7,700.00
24	15" CS PIPE APRON	EACH	16	395.00		14	\$5,530.00
25	18" RC PIPE APRON	EACH	2	1070.00		2	\$2,140.00
26	24" RC PIPE APRON	EACH	2	1295.00		2	\$2,590.00
27	12" CS PIPE CULVERT	LIN FT	405	47.00		444	\$20,868.00
28	15" CS PIPE CULVERT	LIN FT	265	51.00		225	\$11,475.00
29	18-INCH RC Pipe CULVERT DESIGN 3006 CLASS V	LIN FT	56	75.00		56	\$4,200.00
30	24-INCH RC Pipe CULVERT DESIGN 3006 CLASS V	LIN FT	59	115.00		59	\$6,785.00
31	8-INCH PVC SDR26 SANITARY SEWER	LIN FT	508	230.00		491	\$112,930.00
32	CONNECT TO EXISTING SANITARY SEWER	EACH	1	21000.00		1	\$21,000.00
33	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	1	1500.00		1	\$1,500.00
34	CONSTRUCT SANITARY MANHOLE	EACH	3	9600.00		3	\$28,800.00
35	BULKHEAD SANITARY SERVICE	EACH	2	375.00			\$0.00
36	8" PIPE PLUG	EACH	2	250.00		2	\$500.00
37	8x4 PVC WYE	EACH	1	750.00		1	\$750.00
38	4-INCH PVC SDR26 SEWER SERVICE	LIN FT	52	60.00		64	\$3,840.00
39	CONNECT TO EXISTING WATER MAIN	EACH	1	2700.00		1	\$2,700.00
40	CONNECT TO EXISTING WATER SERVICE	EACH	1	1500.00		1	\$1,500.00
41	5" HYDRANT	EACH	2	6350.00		1	\$6,350.00
42	1.5" CORPORATION STOP	EACH	1	930.00		1	\$930.00
43	8" GATE VALVE AND BOX	EACH	3	3635.00		3	\$10,905.00
44	10"X8" WET TAP	EACH	1	6500.00		1	\$6,500.00
45	1.5" TYPE K COPPER PIPE	LIN FT	60	75.00		58	\$4,350.00
46	6" PVC WATERMAIN	LIN FT	10	89.00		6.5	\$578.50
47	8" PVC WATERMAIN	LIN FT	610	68.00		610	\$41,480.00
48	DUCTILE IRON FITTINGS	POUND	300	14.00		300.00	\$4,200.00
49	TEMPORARY MAIL BOX	EACH	13	69.00		13	\$897.00
50	INSTALL MAIL BOX	EACH	13	185.00			\$0.00
51	TRAFFIC CONTROL	LS	1	13500.00		0.9	\$12,150.00
52	INSTALL SIGN TYPE C	EACH	4	265.00			\$0.00
53	INSTALL SIGN TYPE SPECIAL	EACH	14	135.00			\$0.00
54	CULVERT END CONTROLS	EACH	21	175.00		20	\$3,500.00
55	SILT FENCE, TYPE MS	LIN FT	9257	1.95		7101	\$13,846.95
56	LOAM TOPSOIL BORROW (LV)	CU YD	50	45.00			\$0.00
57	FERTILIZER TYPE 1	POUND	1790	1.25			\$0.00
58	SEEDING	ACRE	5.2	400.00			\$0.00
59	SEED MIXTURE 25-141	POUND	410	9.00			\$0.00

No.	Item	Contract Unit	Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
60	SEED MIXTURE 25-151	POUND	410	7.00			\$0.00
61	HYDRAULIC MULCH MATRIX	POUND	12800	1.15			\$0.00
62	4" SOLID LINE MULTI-COMPONENT	LIN FT	10500	0.45			\$0.00
63	24" SOLID LINE MULTI-COMPONENT	LIN FT	28	26.25			\$0.00
64	4" BROKEN LINE MULTI-COMPONENT	LIN FT	7	0.45			\$0.00
65	4" DOUBLE SOLID LINE MULTI-COMPONENT	LIN FT	10526	0.90			\$0.00
TOTAL BASE BID							<u>\$908,634.85</u>
TOTAL BASE BID							<u>\$908,634.85</u>
<b>WORK COMPLETED TO DATE:</b>							<u><b>\$908,634.85</b></u>

**PROJECT PAYMENT STATUS**

OWNER CITY OF MILACA  
 STANTEC PROJECT NO. 193806178  
 CONTRACTOR NORTHERN LINES CONTRACTING

**CHANGE ORDERS**

No.	Date	Description	Amount
<b>Total Change Orders</b>			

**PAYMENT SUMMARY**

No.	From	To	Payment	Retainage	Completed
1	06/01/2024	07/09/2024	13,376.00	704.00	14,080.00
2	07/10/2024	08/06/2024	200,703.37	11,267.33	225,346.70
3	08/07/2024	09/11/2024	312,465.69	27,712.89	554,257.95
4	09/12/2024	10/07/2024	307,217.68	43,882.24	877,644.98
5	10/08/2024	12/05/2024	29,440.37	45,431.74	908,634.85

**Material on Hand**

Total Payment to Date		\$863,203.11	Original Contract	\$1,575,256.20
Retainage Pay No.	5	45,431.74	Change Orders	
Total Amount Earned		\$908,634.85	Revised Contract	\$1,575,256.20

# Planning Report

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**Date:** January 13, 2025

**To:** Milaca Planning Commission

**From:** Phil Carlson, AICP; Kribashini Moorthy; Stantec

**Request:** Conditional Use Permit/Preliminary & Final Plat

**Owner:** Open Range Property Acquisitions LLC (Susan Oeffling)

**Applicant:** Mitchell Long, ML Homes

**Address:** 1000 Block of 3<sup>rd</sup> Avenue NE

**PIDS:** 21-120-0035, 21-120-0040, 21-120-0050, 21-120-0060, 21-120-0070, 21-120-0080, & 21-120-0090

**Zoning:** R-2

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## INTRODUCTION

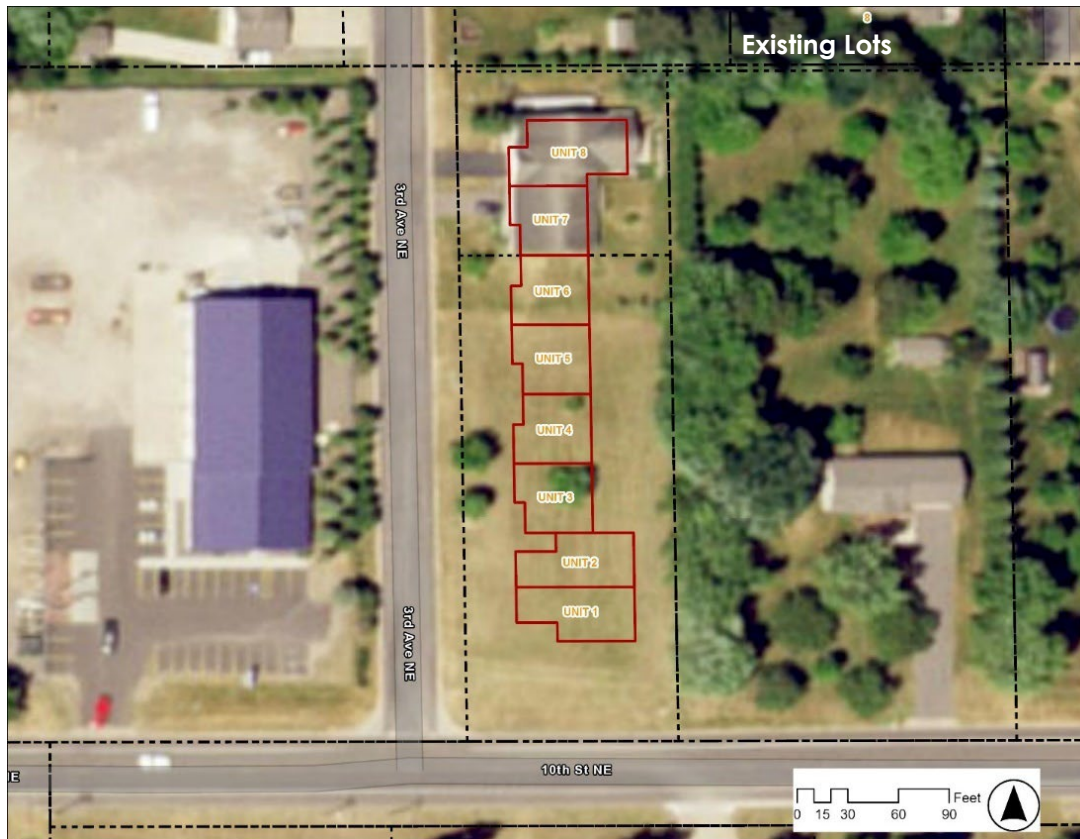
Open Range Property Acquisitions LLC owns the vacant townhouse parcels at the intersection of 10<sup>th</sup> St NE and 3<sup>rd</sup> Ave NE in the R-2 One and Two Family Residential (Medium Density) zoning district. The parcels were platted for the Birch Country Townhomes project that proposed eight townhomes, but only two were built, Units 7 and 8, at the north end of the property. The remaining parcels are vacant. The applicant wants to replat the vacant property as four single-family lots instead of the six platted townhouse lots and the one common area lot. The request involves a subdivision (preliminary and final plat) and a conditional use permit (CUP).



The R-2 district allows townhomes and other multi-family dwellings with a CUP, with minimum lot area of 5,500 square feet per unit, which the current request meets. Re-platting the property for denser single family dwellings fits the intent of the district. Essentially this request is being processed as *detached* townhomes (single family lots) with lots that meet the lot size standards, with a CUP. There are numerous criteria for approval of a CUP in the CUP section of the code, excerpted at the end of this report, all of which this request meets.

### AMENDMENT TO PLAT, CONDITIONAL USE PERMIT

The proposed lots range from 7,100 to 9,600 square feet in area, with lot widths from 57 to 77 feet. The single family homes would be similar in character to the properties in the neighborhood and would look less dense than the previously developed townhome development.



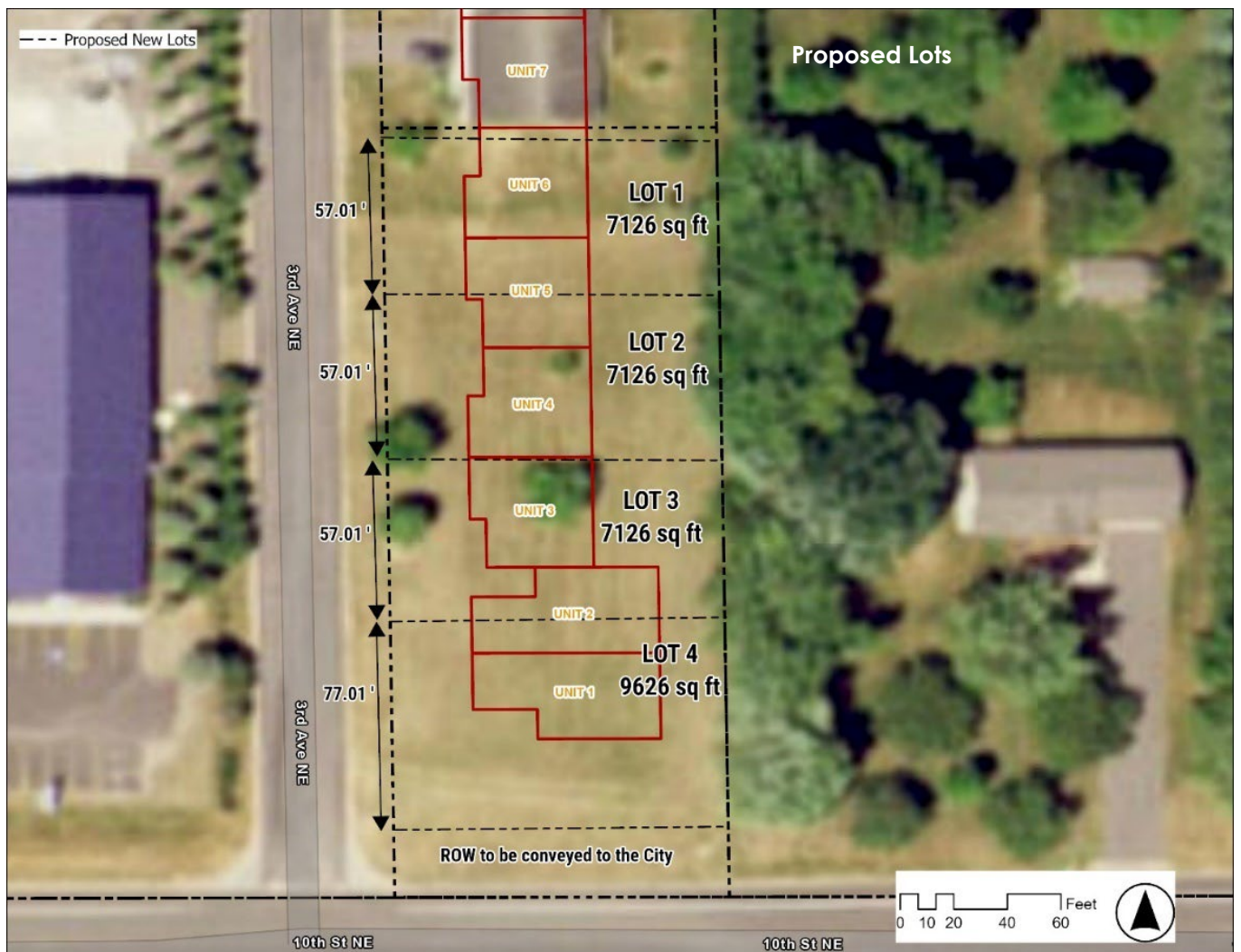
The Milaca Subdivision Code, in Section 155.023, allows the amendment of lot lines after a plat is approved following a simplified process if the plat is not too different from the original plat. This current plat request is different enough from the original that a new plat and public hearing are required.

The new plat (see next two pages) dedicates 33 ft of right-of-way to 10<sup>th</sup> Street NE on the south side. The south side wall of existing townhouse Unit 7 is on the property line (zero setback). As noted in the applicant's narrative, the proposed plat includes a strip of land 5 to 7 feet wide, shown as Outlot A on the proposed plat, that will be conveyed to the owner of Unit 7, allowing access to the south wall of Unit 7 and some private yard space.



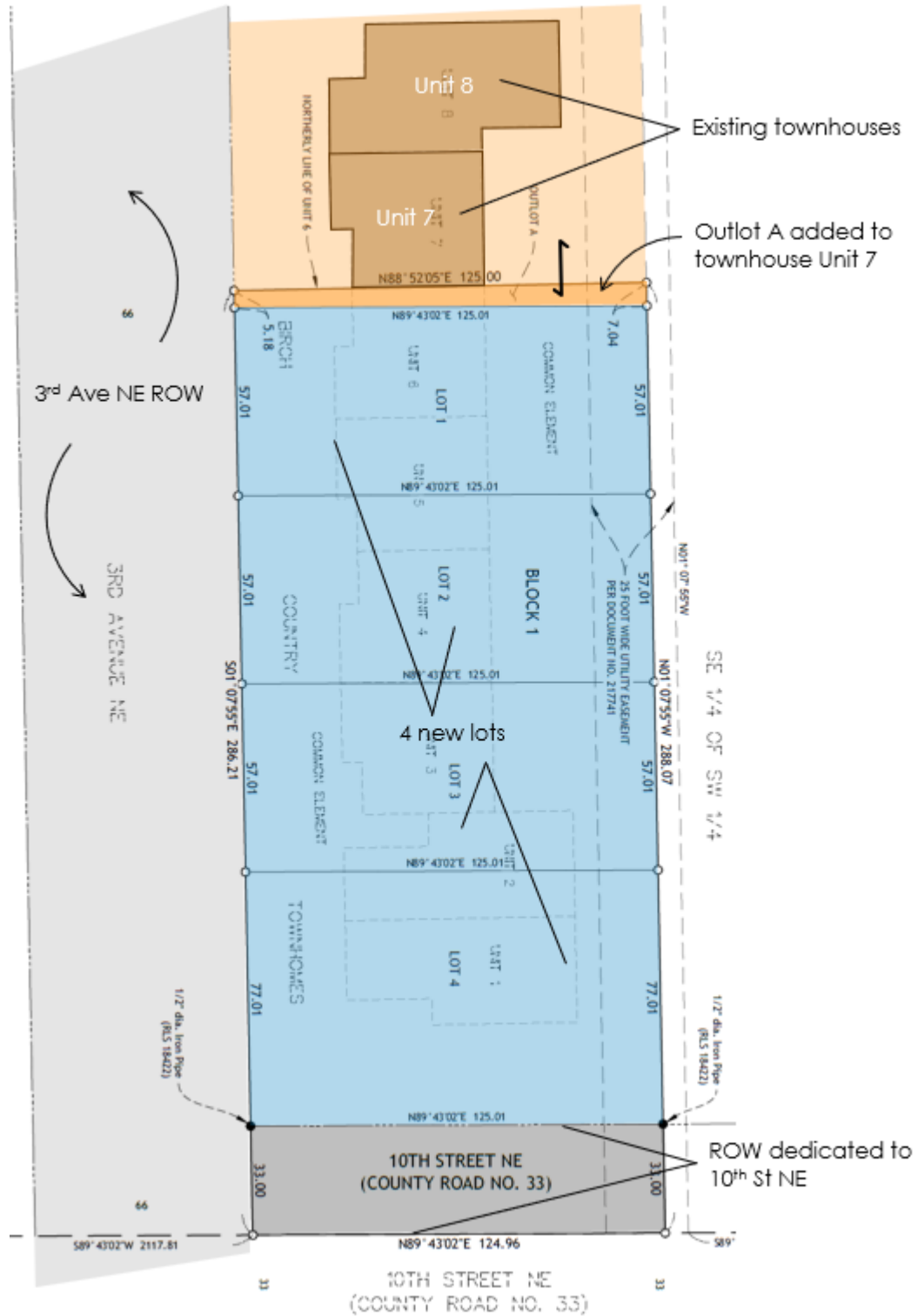
## ENGINEERING COMMENTS

- 1) Grading. Lot grading shall be completed such that no new hard surface drainage is directed to adjacent properties.
- 2) Municipal Utilities. Existing sanitary sewer and water services are to be used for the new homes. Services that are not used shall be abandoned behind the street curb as directed by the Public Works Director.
- 3) Erosion and Sediment Control. Erosion and sediment control during construction shall be as directed by the Public Works Director.



Proposed Preliminary Plat

^ North



## **RECOMMENDATION**

The request involves two separate actions – a CUP and a plat. The CUP can be acted on conditioned on the plat being approved, and vice versa. The request should be handled with two separate motions and votes.

### **Conditional Use Permit**

We recommend approval of the conditional use permit to allow four small-lot single family dwellings on the property owned by Open Range Property Acquisitions LLC, as depicted on the preliminary plat for the Birch Country Addition, prepared by Kramer Leas and Deleo, dated 11/7/2024, with the following condition and findings of fact:

#### *Condition for Approval of Conditional Use Permit*

- 1) The conditional use permit is approved only if the requested replat is approved.

#### *Findings of Fact for Approval of Conditional Use Permit*

- 1) Open Range Property Acquisitions LLC owns the property in the 1000 block of 3<sup>rd</sup> Avenue NE, consisting of six vacant townhome lots and a common lot, zoned R-2 One and Two Family Residential (Medium Density), with existing PID numbers 21-120-0035, 21-120-0040, 21-120-0050, 21-120-0060, 21-120-0070, 21-120-0080, & 21-120-0090.
- 2) The Milaca Zoning Code for the R-2 zoning district allows townhomes and multi-family dwellings as conditional uses, with minimum lot size of 5,500 square feet.
- 3) The applicant proposes to replat the property with four single family lots ranging in size from 7,100 to 9,600 square feet in area, with lot widths from 57 to 77 feet. The proposed lot sizes and resulting density meet the R-2 standards for multi-family dwellings.
- 4) The Milaca Zoning Code, in Section 156.150 (D), (F), and (G) has criteria and issues to be considered for conditional uses, including impact on the surrounding area; provision of parking and utilities; adequacy of the street serving the property; and other issues.
- 5) The proposed replat for smaller lot single family home lots is compatible with the surrounding area and meets the Zoning Code criteria for approval of a conditional use permit.

### **Preliminary and Final Plan**

We recommend approval of the preliminary and final plat of the Birch Country Addition, prepared by Kramer Leas and Deleo, dated 11/7/2024, with the following conditions and findings of fact:

#### *Condition for Approval of Preliminary and Final Plat*

- 1) The preliminary and final are approved only if the requested conditional use permit is approved.
- 2) Lot grading shall be completed such that no new hard surface drainage is directed to adjacent properties.
- 3) Existing sanitary sewer and water services are to be used for the new homes. Services that are not used shall be abandoned behind the street curb as directed by the Public Works Director.
- 4) Erosion and sediment control during construction shall be as directed by the Public Works Director.

#### *Findings of Fact for Approval of Preliminary and Final Plat*

- 1) Open Range Property Acquisitions LLC owns the property in the 1000 block of 3<sup>rd</sup> Avenue NE, consisting of six vacant townhome lots and a common lot, zoned R-2 One and Two Family Residential (Medium Density), with existing PID numbers 21-120-0035, 21-120-0040, 21-120-0050, 21-120-0060, 21-120-0070, 21-120-0080, & 21-120-0090.
- 2) The applicant proposes the Birch Country Addition plat to replat the property with four single family lots, Lots 1, 2, 3, and 4, Block 1.
- 3) The proposed lots range in size from 7,100 to 9,600 square feet in area, with lot widths from 57 to 77 feet. The proposed lot sizes and resulting density meet the R-2 standards for multi-family dwellings.
- 4) The applicant has applied for a conditional use permit to allow the single family lots in the R-2 zoning district.
- 5) The proposed Birch Country Addition plat satisfies the conditions for approval of a plat in Chapter 155 of the Milaca Code.

## **MOTION TEMPLATES**

### *Approval*

- The Planning Commission recommends approval of the conditional use permit for the lots in the Birch Country Addition plat as described in the applicant's submitted materials and with the conditions and findings of fact (or as modified) in the Planner's report of January 13, 2025.
- The Planning Commission recommends approval of the preliminary and final plat for Birch Country Addition as described in the applicant's submitted materials and with the conditions and findings of fact (or as modified) in the Planner's report of January 13, 2025.

### *Denial*

If the Planning Commission wishes to recommend denial of either the CUP or plat, the members would need to craft findings that would support denial.

## **DEADLINE FOR ACTION**

The final revised applications were received December 31, 2024. The 60-day deadline for final action by the City Council on the CUP per State statute 15.99 is March 2, 2025. The deadline for final action on the preliminary plat by the City Council (120 days, not 60 days like zoning applications) per State statute 462.358 Subd. 3b is May 1, 2025.

## **SUBDIVISION CODE EXCERPTS**

### **§ 155.023 AMENDMENT TO PLAT; PROCEDURE.**

Should the subdivider desire to amend the plat as approved, he or she may submit an amended plat that shall follow the same procedure as a new plat, except for the public hearing and fee, unless the amendment is in the opinion of the City Council of such scope as to constitute a new plat, and then it shall be refiled.

### **§ 155.020 PRELIMINARY PLAT; PREPARING AND FILING.**

(A) Prior to the preparation of the preliminary plat, the subdivider shall prepare a subdivision sketch plan for review by the Planning Commission. The sketch plan will be submitted as a basis for informal discussion between the subdivider and the Planning Commission and shall not constitute formal filing of the plat with the city. The Planning Commission shall provide advice and assistance to the subdivider but will take no action on the sketch plan. The sketch plan should, as a minimum, show the site's location in the community, the type of development proposed, and preliminary lot and road layout including proposed minimum lot size. The subdivider shall pay the expense (if any) incurred by the city for the services to the city and/or Planning Commission of the Engineer and Attorney in the review of the sketch plan.

(B) When the subdivider feels he or she is ready to prepare the preliminary plat, he or she shall have his or her surveyor and/or planner draw one which is in conformity with the requirements of this chapter, as described in §§ [155.080](#) *et seq.*

(C) The subdivider shall fill out an application for consideration of planning request, or other application blanks as may be required. At the time of filing, the subdivider shall pay appropriate fees as set forth in [Chapter 34](#).

(D) The subdivider shall furnish the City Manager-Clerk with 12 copies of the preliminary plat at least 15 days prior to the Planning Commission meeting at which it is to be considered.

(Ord. 179, passed 2-16-78)

### **§ 155.021 REVIEW OF PRELIMINARY PLAT.**

(A) The City Manager-Clerk shall, upon receipt of the preliminary plat and application, refer three copies of the plat and application to the City Council, two copies of the plat to the Planning Commission, one copy of the plat to the school district if applicable, one copy to the County Planning Commission, and one copy to the Town Board if applicable.

(B) If the proposed subdivision abuts any state trunk highway, the City Manager-Clerk shall also refer one copy to the state District Highway Headquarters for review as required by state law; if it adjoins a public body of water one copy shall be referred to the state Commission of Natural Resources for review, and one copy to the Watershed District Board if applicable. Within five days after receiving the preliminary plat that includes or borders on an existing or proposed county road, the City Manager shall submit it to the County Engineer for review.

(C) The Engineer, Fire Chief, and Utilities Superintendent, and if appropriate, the School Board, County Planning Commission, Town Board, and the District Highway Engineer, shall within 30 days submit reports to the Planning Commission expressing recommendations for approval, disapproval, or revisions of the preliminary plat.

(D) Within 45 days after the plat is filed, the Planning Commission shall hold a public hearing on the plat. One notice of the purpose, time, and place of this public hearing shall be published in the official newspaper at

least ten days prior to the day of the hearing. The subdivider shall furnish the City Manager-Clerk with the names and mailing addresses of owners of all lands within 300 feet of the boundaries of the preliminary plat and the City Manager-Clerk shall give mailed notice of the hearing to these owners at least ten days prior to the day of the hearing, although failure of any property owner to receive notification shall not invalidate the proceedings.

(E) The subdivider or his or her representatives shall appear before the Planning Commission at the public hearing, in order to answer questions concerning the preliminary plat.

(F) The report of the Planning Commission shall be submitted to the City Council not later than 30 days after the public hearing on the plat. If the Planning Commission fails to make a report, the City Council shall proceed without the report. Failure to receive a report from the Planning Commission as herein provided shall not invalidate the proceedings or actions of the City Council.

(G) The City Council shall either approve or disapprove of a proposed plat within 120 days after a preliminary plat which contains all of the data required by § [155.041](#) and which conforms to the minimum design standards required by §§ [155.055](#) *et seq.* is submitted to the city unless the subdivider agrees to an extension of this time. The City Council may hold a public hearing on the plat following notice as provided herein. After receiving the Planning Commission's recommendations, the City Council will act to approve or disapprove the plat at its next regularly scheduled meeting. Approval of the plat shall be by passage upon a simple majority vote of the entire membership of the City Council.

(Ord. 179, passed 2-16-78)

#### **§ 155.022 PRELIMINARY PLAT APPROVAL OR DISAPPROVAL.**

(A) Approval of the preliminary plat is an acceptance of the general layout and indication to the subdivider that he or she may proceed toward fulfilling the necessary steps for approval of the plat in accordance with the terms of approval. This approval does not constitute final acceptance of the subdivision.

(B) The City Council may require modifications, changes, and revisions of the plat, as it deems necessary to protect the health, safety, morals, comfort, convenience, and general welfare of the community.

(C) If the City Council does not approve the plat, the reasons for this action shall be recorded in the proceedings and transmitted to the applicant within 15 days.

(Ord. 179, passed 2-16-78)

#### **§ 155.024 FINAL PLAT; PREPARING AND FILING.**

(A) After approval of the preliminary plat, the final plat may be prepared. It shall incorporate all changes, modifications, and revisions required; otherwise, it shall conform to the approved plat.

(B) In the case of large subdivisions, to be developed in stages, the subdivider may be granted permission to prepare a plat for only the portion of the approved plat that he or she proposes to develop at this time, provided this portion conforms with all the requirements of these regulations. The subdivider may be required, as a condition of approval, to submit an estimated time schedule for further staging of the platting and recording.

(C) All plats shall comply with the provisions of state statutes and the requirements of this chapter.

(D) The subdivider shall file 12 copies of the final plat with the City Manager-Clerk no later than six months after the date of approval of the preliminary plat. If this is not done, the approval of the preliminary plat will be considered void unless an extension is requested by the subdivider and granted in writing by the City Council.

(E) The subdivider shall submit, with the final plat, a current abstract of title or a registered property certificate along with any unrecorded documents and an opinion of title by the subdivider's attorney.

(Ord. 179, passed 2-16-78)

**§ 155.025 REVIEW OF FINAL PLAT.**

(A) The City Manager-Clerk shall, upon receipt of the plat, refer one copy to the City Council, the Engineer, and the County Planning Commission and Watershed District Board if applicable, and to applicable utility companies, to the State Department of Transportation, and to the applicable school district board; two copies to the Planning Commission; and one copy, with the abstract of title or registered property certificate and opinion of title, to the Attorney.

(B) The City Council may refer the plat to the Planning Commission for recommendation if they feel the plat is substantially different from the preliminary plat. The Planning Commission shall submit a report to the City Council within 45 days.

(C) The Engineer and Attorney shall submit a report to the City Council within 15 days upon receipt of the plat or at the next regular meeting of the City Council, whichever period is later, expressing their recommendations on the final plat. The City Council may require a report from the Fire Chief and/or Utility Superintendent.

(D) Prior to approval of the plat, the subdivider shall have installed all improvements or executed an agreement with the City Council for their installation. Improvements shall conform to approved engineering standards and be in compliance with the regulations in §§ [155.105](#) *et seq.*

(Ord. 179, passed 2-16-78)

**§ 155.026 FINAL PLAT APPROVAL OR DISAPPROVAL; RECORDING.**

(A) The City Council shall take action on the plat; this shall be done not more than 60 days after the final plat is filed with the City Manager-Clerk. If the plat is not approved, the reasons for this action shall be recorded in the official proceedings and transmitted to the subdivider within the 60-day period.

(B) If this plat is approved the City Council shall sign the plat and the subdivider shall then record it with the County Recorder within 180 days or the approved plat shall be considered void.

(C) The subdivider shall, immediately upon recording, furnish the City Manager-Clerk with a reproducible copy, either cron-aflex or its equivalent, of the recorded plat and two prints. Failure to furnish these copies shall be grounds for refusal to issue building permits for the lots within the plat.

(D) Upon receiving approval of the plat for a portion of the preliminary plat, the subdivider shall not be required to request a continuation of the recognition of the preliminary plat so as to maintain its approval, except that in the event a zoning amendment is adopted which requires a larger minimum lot size for land not yet platted and recorded, the larger minimum lot size may be required for any additional platting.

(Ord. 179, passed 2-16-78)



## ZONING AMENDMENTS AND CONDITIONAL USE PERMITS

### § 156.150 APPLICATION PROCEDURE.

(A) Request for chapter amendments or conditional use permits, as provided within this chapter, shall be filed with the Zoning Administrator on an official application form. The application shall also be accompanied by complimentary copies of detailed written and graphic materials fully explaining the proposed change, development, or use. The Zoning Administrator shall refer the application, along with all related information, to the city Planning Commission for consideration and a report at least 15 days before the next regular meeting.

(B) The Zoning Administrator, on behalf of the Planning Commission, shall set a date for a public hearing. Notice of the hearing shall be posted as provided by state law at least ten days prior to the date of the hearing. For conditional use permits and for amendments, notice shall be mailed not less than ten days prior to all property owners of record according to the county assessment records, within 350 feet of the property to which the request relates. A copy of the notice and a list of the property owners and addresses to which the notice was sent shall be attested to by the Zoning Administrator and made part of the official record. The failure to give mailed notice to individual property owners, or defects in the notice, shall not invalidate the proceedings, provided a bona fide attempt to comply with this division has been made.

(C) The Planning Commission shall consider the request and hold a public hearing at its next regular meeting unless the filing date falls within 15 days of that meeting, in which case the request would be placed on the agenda and considered at the regular meeting following the next regular meeting. The Zoning Administrator shall refer the application, along with all related information, to the Planning Commission for consideration. The applicant or a representative thereof shall appear before the Planning Commission in order to answer questions concerning the proposed amendment or conditional use.

(D) The Planning Commission shall consider possible adverse affects of the proposed amendment or conditional use. Its judgment 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.

(E) The Planning Commission, City Council, and city staff shall have the authority to request additional information from the applicant concerning operational factors, this information to be declared necessary to establish performance conditions in relation to all pertinent sections of this chapter.

(F) The Planning Commission shall make a finding of fact and recommend actions or conditions, including explanations of any negative votes, relating to the request to the City Council.

(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 the minimum established for the district.

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

(3) Adequate off-street parking and loading shall be provided in accordance with §§ [156.075](#) *et seq.* This parking and loading shall be screened and landscaped from abutting residential uses in compliance with this subchapter.

- (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 areas or from the public streets.
  - (9) The use or activity shall be properly drained to control surface water runoff.
  - (10) The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence.
  - (11) Where structures combine residential and non-residential uses, these uses shall be separated and provided with individual outside access, and the uses shall not conflict in any manner.
- (H) Upon receiving the report and recommendation of the Planning Commission, the City Council shall place the application and/or report and recommendation on the agenda for the next regular meeting. The reports and recommendations shall be entered in and made part of the permanent written record of the City Council meeting.
- (I) Upon reviewing the application and/or receiving the report and recommendation of the Planning Commission, the City Council shall take one of the following actions within the time frame established by M.S. § 15.99, as it may be amended from time to time:
- (1) Approve or disapprove the request as recommended by the Planning Commission;
  - (2) Approve or disapprove the recommendation of the Planning Commission with modifications, alterations, or differing conditions. These modifications, alterations, or differing conditions shall be in writing and made part of the Council's records; or
  - (3) Refer the recommendation back to the Planning Commission for future consideration. This procedure shall be followed only one time on a singular action.
- (J) The amendment of any portion of this chapter which changes all or part of the existing classification of a zoning district from residential to either commercial or industrial requires a two-thirds majority vote of all members of the City Council. Other amendments require a majority vote of the entire Council. Conditional use permit decisions shall be by a majority of those voting on the question. The Zoning Administrator shall notify the applicant in writing of the Council's action within the time frame established by M.S. § 15.99, as it may be amended from time to time.
- (K) The recommendation of the Planning Commission shall be advisory to the City Council. The decision of the City Council shall be final subject to judicial review.

(Ord. 134/94, passed 3-24-94)

**§ 156.151 PERMIT CONDITIONS.**

Conditional use permits shall remain in effect as long as the conditions agreed upon are observed. Nothing shall prevent the city from enacting or amending official controls to change the status of conditional uses.

(Ord. 134/94, passed 3-24-94)

**§ 156.152 PERMIT EXPIRATION AND EXTENSION.**

Whenever within one year after granting a conditional use permit, the terms as permitted by the permit shall not have been completed, then that permit shall become null and void unless a petition for extension of time in which to complete the work has been granted by the City Council. The extension shall be requested in writing and filed with the Zoning Administrator or City Manager-Clerk at least 30 days before the expiration of the original conditional use permit. There shall be no charge for the filing of this petition. The request for extension shall state facts showing a good faith attempt to complete the work permitted in the conditional use permit. The petition shall be presented to the Planning Commission for a recommendation and to the City Council for a decision and shall be requested only one time on a singular action.

(Ord. 134/94, passed 3-24-94)

**§ 156.153 PERFORMANCE BOND.**

(A) The Planning Commission and City Council shall have the authority to require a performance bond or other security when it is deemed necessary and appropriate.

(B) Except in the case of non-income producing residential property, upon approval of a conditional use permit the city may be provided with a surety bond, cash escrow, certificate of deposit, other securities, or cash deposit prior to the issuing of building permits or initiation of work on the proposed improvements or development. The security shall guarantee conformance and compliance with the conditions of the conditional use permit and the ordinances of the city.

(C) The security may be in the amount of the City Council's estimated costs of labor and materials for the proposed improvements or development. The project can be handled in stages upon the discretion of the City Council.

(Ord. 134/94, passed 3-24-94)

**§ 156.154 AMENDMENTS; INITIATION.**

The City Council or Planning Commission may, upon their own motion, initiate a request to amend the text or the district boundaries of this chapter. Any person owning real estate within the city may initiate a request to amend the district boundaries or text of this chapter so as to affect that real estate. All amendment requests must first be reviewed by the Planning Commission and then approved by the City Council.

(Ord. 134/94, passed 3-24-94)

**STATE OF MINNESOTA  
STATE AIRPORTS FUND  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the city of Milaca, 255-1st Street East, Milaca, MN 56353 ("Grantee").

**RECITALS**

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1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

**AGREEMENT TERMS**

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**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30<sup>th</sup>, 2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A4801-42, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A: Credit Application, Exhibit B: Grant Request Letter and Exhibit C: Cost Split.

**2 Grantee's Duties**

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

**2.6 Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d)(1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

**3 Time**

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

**4 Cost and Payment**

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Clear Zone Acquisition Plan (CZAP)	0%	95%	5%

Federal Committed:	<b><u>\$0.00</u></b>
State:	<b><u>\$9,500.00</u></b>
Grantee:	<b><u>\$500.00</u></b>

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** Blank.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$9,500.00.**

**4.5 Payment**

4.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State’s Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: continuous as needed.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State’s discretion.

4.5.3 **State’s Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes § 16A.124. State will make undisputed payments no later than 30 days after receiving Grantee’s invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

**4.5.5 Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

**4.5.6 Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

**4.5.7 Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

**4.6 Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

## 5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

## 6 Authorized Representatives

6.1 The State's Authorized Representative is:

Jason Radde, Airport Development Senior Engineer, 395 John Ireland Boulevard, Mail Stop 410, Saint Paul MN 55155, (612) 718-9158, jason.radde@state.mn.us, or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Tammy Pfaff, City Manager, 255-1st Street East, Milaca, MN 56353, 320-983-3141, tpfaff@milacacity.com, or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

**7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

**7.2 Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment),

MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

## 8 **Liability**

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

## 9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10 **Government Data Practices and Intellectual Property Rights**

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

### 10.2 **Intellectual Property Rights.**

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### 10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will

immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

**10.2.2.2 Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

## **11 Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Publicity and Endorsement**

**12.1 Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

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

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination; Suspension**

**14.1 Termination.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**14.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated



because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

#### 15 **Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see [www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp).

17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 **Telecommunications Certification.** Blank.

20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

#### 21 **Additional Provisions**

[Intentionally left blank.]

**[The remainder of this page has intentionally been left blank.]**

**MnDOT ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By:

Date:

SWIFT Contract # \_\_\_\_\_

SWIFT Purchase Order # \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION, as delegated**

By:

Date:

**MnDOT CONTRACT MANAGEMENT, for form and execution**

By:

Date:

**GRANTEE**

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

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

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

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

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

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

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

MINNESOTA DEPARTMENT OF TRANSPORTATION  
OFFICE OF AERONAUTICS  
395 JOHN IRELAND BOULEVARD, MS 410  
ST. PAUL, MINNESOTA 55155-1800  
airportdevelopment@state.mn.us

Airport Name \_\_\_\_\_  
State Project No. \_\_\_\_\_  
Federal Project No. \_\_\_\_\_  
Mn/DOT Agreement No. \_\_\_\_\_

**CREDIT APPLICATION**

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning \_\_\_\_\_, 20\_\_ ; ending \_\_\_\_\_, 20\_\_.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

**\*FINAL/PARTIAL (CIRCLE ONE)**

**NOTE:** PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

\*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the Municipality of \_\_\_\_\_, in the County of \_\_\_\_\_, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

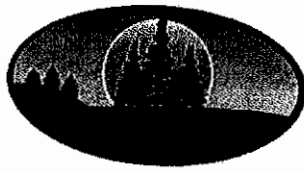
\_\_\_\_\_  
Signature

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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



CITY OF  
**MILACA** *Minnesota*

255 First Street East, Milaca, MN 56353

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

October 28, 2024

Ms. Arika Johnson, PE  
Airport Development Engineer  
Minnesota Department of Transportation  
Office of Aeronautics  
222 East Plato Blvd.  
St. Paul, MN 55107

RE: Grant Application  
Milaca Municipal Airport (18Y)  
Clear Zone Acquisition Plan (CZAP)

Dear Ms. Johnson:

Please find enclosed the professional services agreement for the aforementioned project at the Milaca Municipal Airport located in Milaca, Minnesota.

The project is for developing a CZAP for the Milaca Municipal Airport.

Funding shall be a combination of State and Local funds. The following is a breakdown of costs associated with this grant request

ENGINEERING (BOLTON & MENK, INC.)	TOTAL	STATE (95%)	LOCAL (5%)
PROFESSIONAL SERVICES	\$10,000.00	\$9,500.00	\$500.00
<b>TOTAL ENGINEERING:</b>	<b>\$10,000.00</b>	<b>\$9,500.00</b>	<b>\$500.00</b>

The City of Milaca requests a State grant agreement in the amount of **\$9,500.00** for the CZAP project. If you need any further information or documentation, please feel welcome to contact me at [tpfaff@milacacity.com](mailto:tpfaff@milacacity.com) or (320) 983-3141.

Sincerely,

Tammy Pfaff  
City Manager

cc: Travis Haskell, MnDOT Aeronautics  
Ronald Roetzel, Bolton & Menk, Inc.  
Nick Grahek, Bolton & Menk, Inc.

Enclosures:

- Professional Services Agreement

## EXHIBIT C

**Airport:** Milaca Municipal Airport  
**Ident:** 18Y  
**Sponsor:** Milaca, MN  
**State Project:** A4801-42  
**State Agreement #:** 1058741  
**Description:** Clear Zone Acquisition Plan (CZAP)  
**Version Date:** 11/12/2024

Construction	Description	Total	State Funding Rate	State	Local
		\$ -	95%	\$ -	\$ -
		\$ -	95%	\$ -	\$ -
		\$ -	95%	\$ -	\$ -
<b>CONSTRUCTION SUBTOTAL</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>
Engineering	Description	Total		State	Local
		\$ -	95%	\$ -	\$ -
	Clear Zone Acquisition Plan (CZAP) - Bolton & Menk, Inc.	\$ 10,000.00	95%	\$ 9,500.00	\$ 500.00
		\$ -	95%	\$ -	\$ -
<b>ENGINEERING SUBTOTAL</b>		<b>\$ 10,000.00</b>		<b>\$ 9,500.00</b>	<b>\$ 500.00</b>
Administration	Description	Total		State	Local
		\$ -	95%	\$ -	\$ -
		\$ -	95%	\$ -	\$ -
		\$ -	95%	\$ -	\$ -
<b>ADMINISTRATION SUBTOTAL</b>		<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>
		<b>Grant Amounts \$ 10,000.00</b>		<b>\$ 9,500.00</b>	<b>\$ 500.00</b>
		<b>Grant Percentages 100.00%</b>		<b>95.00%</b>	<b>5.00%</b>

**RESOLUTION #25-05**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT  
EXCLUDING LAND ACQUISITION**

It is resolved by the City of Milaca as follows:

1. That the state of Minnesota Agreement No. 1058741,  
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
State Project No. A4801-42 at the Milaca Municipal Airport is accepted.
2. That the Mayor and City Manager are  
  
authorized to execute this Agreement and any amendments on behalf of the  
  
City of Milaca.

**CERTIFICATION**

STATE OF MINNESOTA  
COUNTY OF MILLE LACS

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

CITY OF MILACA

at an authorized meeting held on the 15th day of January, 2025 as shown by the minutes of the  
meeting in my possession. \_\_\_\_\_

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

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



**CONTRACT FOR PRIVATE DEVELOPMENT**

**by and between**

**CITY OF MILACA, MINNESOTA**

**and**

**RUM RIVER LIVING, LLC**

**dated as of**

**January 15, 2025**

---

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.  
302 West Superior Street, Suite 700  
Duluth, Minnesota 55802

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## CONTRACT FOR PRIVATE DEVELOPMENT

This CONTRACT FOR PRIVATE DEVELOPMENT (this “Agreement”) is made as of January 15, 2025, by and between the CITY OF MILACA, MINNESOTA, a municipal corporation and political subdivision (the “City”) and RUM RIVER LIVING, LLC, a Minnesota limited liability company (the “Developer”).

### RECITALS

A. The City is authorized to exercise development and redevelopment powers within its jurisdiction pursuant to Minnesota Statutes, Sections 469.124 through 469.133 (the “Development District Act”), and Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”).

B. In furtherance of the objectives of the Development District Act, the City has undertaken a program to stimulate new development in areas of the City that are already built up in order to provide employment opportunities; to improve the tax base; to improve the general economy of the State of Minnesota (the “State”); to provide impetus for commercial development; to protect pedestrians from vehicle traffic and inclement weather; to provide the necessary linkage between peripheral parking facilities and places of employment and shopping; to provide off-street parking to serve the shoppers and employees of the district; to provide open space relief within the district; and to provide other facilities as are outlined in the Development Program (the “Development Program”) for Development District No. 2 (the “Development District”) approved by the City.

C. The City has additionally established Tax Increment Financing District Number 2-10 located in the Development District (hereinafter referred to as the “TIF District”) pursuant to the TIF Act and adopted a Tax Increment Financing Plan therefor (hereinafter referred to as the “TIF Plan”) prepared in accordance with the TIF Act.

D. The Developer owns certain real property located in the TIF District, more particularly described in **Exhibit B** hereto (hereinafter referred to as the “Development Property”) and the Developer intends to construct 8-units of rental housing.

E. In order to achieve the objectives of the Development Program, the City is considering providing substantial aid and assistance through tax increment financing to finance the redevelopment of the Development Property.

F. The City believes that the redevelopment of the Development Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements.

G. This Agreement was approved by the City Council on January 15, 2025.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, each of them covenant and agree as follows:

### ARTICLE I DEFINITIONS; EXHIBITS; RECITALS

**Section 1.1 Definitions.** As used in this Agreement, the following terms have the following respective meanings:

*“Act”* means collectively the Development District Act and the TIF Act.

*“Agreement”* means this Contract for Private Development, as originally executed or as it may from time to time be modified, amended or supplemented pursuant to the provisions hereof.

*“Auditor-Treasurer”* means the Mille Lacs County Auditor-Treasurer.

*“Available Tax Increment”* means 90 percent of the Tax Increment received by the City from the County with respect to the Project from the TIF District during the six months preceding any Payment Date.

*“Certificate of Completion”* means the Certificate of Completion, in substantially the form attached hereto as **Exhibit A**, to be provided by the City to the Developer pursuant to this Agreement as set forth in Section 5.4 hereof.

*“City”* means the City of Milaca, Minnesota, a municipal corporation and political subdivision.

*“City Council”* means the City Council of the City of Milaca, Minnesota.

*“Completion Date”* means June 1, 2026.

*“Construction Plans”* means the plans, specifications, drawings and related documents for the construction of the Minimum Improvements which (a) shall be the plans and drawings and related documents in conformance with City zoning requirements, and (b) shall include at least the following: (i) site plan; (ii) foundation plan; (iii) floor plans; (iv) cross sections of the building (length and width) and elevations (all sides); (v) landscape plan; and (vi) a narrative description on exterior building materials.

*“County”* means Mille Lacs County, Minnesota.

*“Developer”* means Rum River Living, LLC, a Minnesota limited liability company, or its permitted successors or assigns under this Agreement.

*“Development District”* means the City’s Municipal Development District No. 2-10.

*“Development District Act”* means Minnesota Statutes, Sections 469.124 through 469.133, both inclusive, as amended.

“*Development Program*” means the Development Program for the Development District approved by the City for the Development District, as amended and modified and as may be further amended or modified.

“*Development Property*” means the real property described in **Exhibit B** of this Agreement.

“*Event of Default*” has the meaning provided in Section 8.1 hereof.

“*Housing District*” as defined in Section 469.174, Subdivision 11, of the Tax Increment Act, means a type of tax increment financing district that consists of a project, or a portion of a project, intended for occupancy, in part, by persons or families of low and moderate income, as defined in Minnesota Statutes, Chapter 462A, Title II of the National Housing Act of 1934, the National Housing Act of 1959, the United States Housing Act of 1937, as amended, Title V of the Housing Act of 1949, as amended, any other similar present or future federal, state, or municipal legislation, or the regulations promulgated under any of those acts, and that satisfies the requirements of Minnesota Statutes, Section 469.1761.

“*Indemnified Parties*” has the meaning provided in Section 6.4 hereof.

“*Minimum Improvements*” means the construction of an 8-unit multifamily rental housing project for persons and families of low and moderate income, pursuant to this Agreement as such improvements are described and detailed in the Construction Plans.

“*Payment Date*” means July 31 and December 31, which are payment dates under the TIF Note, and are expected to commence on July 31, 2027, and continue through the Termination Date.

“*Project*” means the Development Property, the Site Improvements and the Minimum Improvements.

“*Project Administrator*” means the City Manager or such other person or persons designated by the City Council to administer the Developer’s compliance with the terms and conditions of this Agreement.

“*Reimbursement Amount*” means the lesser of \$128,000 or the amount actually expended on Site Improvement Costs prior to the Completion Date.

“*Remedial Work*” has the meaning provided in Section 2.2(l) hereof.

“*Site Improvements*” means the activities identified in Section 4.1 hereof.

“*Site Improvement Costs*” means the Developer’s costs for Site Improvements identified in **Exhibit C** hereto.

“*State*” means the State of Minnesota.

“*Tax Official*” means any County assessor, County or State board of equalization, the Auditor-Treasurer, the Commissioner of Revenue of the State or any State or federal district court, the tax court of the State or the State Supreme Court.

“*Termination Date*” means the earlier of (i) the date that the TIF District ends, is terminated or decertified in accordance with the TIF Act; or (ii) the date that the TIF Note is paid in full, or (iii) December 31, 2036.

“*TIF Act*” means Minnesota Statutes, Sections 469.174 to 469.1794, as amended.

“*TIF District*” means Tax Increment Financing District No. 2-10 located within the Development District which qualifies as a “housing district” under the TIF Act.

“*TIF Note*” means the Tax Increment Revenue Note which is expected to be executed and delivered by the City to Developer pursuant to Section 4.2 in the maximum principal amount of \$128,000 to provide the funds for payment of a portion of the Site Improvement Costs, as described in Section 4.2 hereto; the definition of the TIF Note shall include any notes thereafter issued to refund the TIF Note.

“*TIF Plan*” means the Tax Increment Financing Plan for the TIF District, as such plan may be amended or modified.

“*Transfer*” has the meaning provided in Article VI hereof.

“*Unavoidable Delays*” means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, material shortages, severe or prolonged bad weather, acts of nature, fire or other casualty to the Minimum Improvements, acts of war or terrorism, discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state, or local government unit (other than the City in exercising its rights hereunder) which directly result in delays, and any delays resulting from other causes which are beyond the reasonable control of the party to be excused.

**Section 1.2 Recitals.** The foregoing recitals are true and accurate and incorporated by reference herein.

**Section 1.3 Exhibits.** The Exhibits to this Agreement are the following:

- (a) Exhibit A: Form of Certificate of Completion
- (b) Exhibit B: Legal Description of Development Property
- (c) Exhibit C: Site Improvements and Site Improvement Costs
- (d) Exhibit D: Form of Tax Increment Note
- (e) Exhibit E: Form of Income Certification

## **ARTICLE II – REPRESENTATIONS AND WARRANTIES**

**Section 2.1 Representations, Warranties and Covenants by the City.** The City represents, warrants and covenants that:

(a) The City has authority to exercise economic development powers under the Development District Act and the TIF Act and has the power to enter into this Agreement and to carry out its obligations hereunder.

(b) The Development District was created, adopted and approved in accordance with the terms of the Development District Act.

(c) TIF District No. 2-10 is a Housing District and was created, adopted and approved in accordance with the terms of the TIF Act.

(d) No part of this Agreement shall be construed as a representation or warranty of the City as to the condition (including soil condition) of the Development Property or as to its suitability for the Developer's purposes and needs.

(e) The City will act in a timely manner, consistent with statutory and the City's procedural requirements, with regard to all approvals required under this Agreement.

(f) Based on the information provided to the City by the Developer, the City has determined that the financial assistance contemplated by this Agreement is not considered a business subsidy under Minnesota Statutes, Sections 116J.993 through 116J.995, also commonly referred to as the State's Business Subsidy Act, because the Project involves the construction of housing.

**Section 2.2 Representations, Warranties and Covenants by the Developer.** The Developer represents, warrants, covenants, acknowledges and agrees that:

(a) The Developer is a Minnesota limited liability company, is qualified to do business in the State and is not in violation of any provisions of law or regulations of the State and has full power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) Subject to the terms and conditions of this Agreement, the Developer will construct, operate and maintain the Minimum Improvements upon the Development Property (or will cause the Project to be constructed, operated and maintained) in accordance with the terms of this Agreement, the Development Program, and all local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or will constitute a default under any of the foregoing.

(d) The Developer will promptly advise the City in writing of and cooperate with the City with respect to any litigation commenced with respect to the Development Property or the Minimum Improvements, except for litigation in which the City and the Developer are adverse parties.



(e) The Developer reasonably believes that the financing commitments which are available to the Developer to finance construction and equipping of the Minimum Improvements, together with the Developer's equity, will be sufficient to enable the Developer to successfully complete the Minimum Improvements in conformance with the Construction Plans and in accordance with the schedule contemplated in this Agreement.

(f) The construction of the Minimum Improvements would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(g) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed in accordance with the timelines set forth in Section 5.3 hereof.

(h) The Developer will make all reasonable efforts to obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(i) The Developer has not received any notice or communication from local, state or federal officials or any private party that the Developer's activities respecting the Development Property or the construction of the Minimum Improvements on the Development Property may or will be in violation of any law or regulation (including environmental laws and regulations).

(j) The Developer has relied on its own estimate or verification of the fair market value of the Minimum Improvements and the Development Property, the estimate of taxes and the Available Tax Increment, and has not relied on any estimates provided by the City.

(k) The Developer agrees that there shall be no discrimination related to the Project because of race, sex, age, sexual orientation or religious, political or other similar affiliations.

(l) If any investigation, site monitoring, containment, clean-up, removal, restoration, or other remedial work (the "Remedial Work") of any kind is necessary under any applicable local, State or federal laws or regulations, or is required by any governmental entity or other third person because of or in connection with the presence or suspected presence of Hazardous Substance on or under the Development Property, the Developer shall assume responsibility for all such Remedial Work resulting from the Developer's activities on the Development Property and all costs and expenses of such Remedial Work shall be paid by the Developer. Without limiting the foregoing, nothing contained in this paragraph shall be construed or interpreted in such a way to adversely affect the ability of the Developer to seek reimbursement of the cost of any Remedial Work undertaken by the Developer from the federal government, State or other third party.

(m) Unless otherwise approved by the City in writing, any portion of the Project that receives Tax Increment assistance under this Agreement will comply at all times with the requirements for a Housing District and the Developer shall rent at least 20% (2 units) of the Project to residents with income at or below 50% of the County area median income in order to comply with the requirements of the TIF Act.

- (n) The Developer owns the Development Property.

### **ARTICLE III – CONDITIONS PRECEDENT; ACKNOWLEDGMENT**

**Section 3.1 Conditions Precedent.** The City’s obligation to aid and assist the Developer’s proposed redevelopment of the Development Property in accordance with the Development Program, the TIF Plan and this Agreement, including through the assistance of tax increment financing to finance certain Site Improvement Costs described in Section 4.1 herein, shall be subject to the following conditions precedent:

- (1) There is no uncured Event of Default by the Developer under this Agreement;
- (2) The Developer shall have submitted evidence, in a form reasonably acceptable to the City, of financing for the Project for the construction and equipping of the Minimum Improvements;
- (3) The Construction Plans for the Minimum Improvements have been submitted and approved pursuant to Section 5.2 hereof;
- (4) The Project is in full compliance with all applicable planning, zoning and subdivision regulations of the City;
- (5) The Project Administrator has issued and delivered a Certificate of Completion to the Developer as provided herein.

The Developer agrees that if the conditions precedent provided above are not satisfied by June 1, 2026, the City shall have no obligation under this Agreement.

**Section 3.2 Payment of Administrative Costs.** The Developer agrees that is has or will deposit with the City \$5,750 for costs of establishing the TIF Plan, terms of assistance, and for legal fees associated with this Agreement.

### **ARTICLE IV – SITE IMPROVEMENT COSTS; PAYMENTS**

**Section 4.1 Site Improvement Costs.** In order to complete the Minimum Improvements, the Developer agrees that it will need to complete certain Site Improvements to the Development Property, including land acquisition, footings and foundations, site preparation, grading and earthwork, engineering, surveying, onsite utilities, storm water ponding, road, curb, gutter, driveway, sidewalk and streetscape improvements, landscaping, parking and SAC/WAC connections (the “Site Improvements”). The City will pay or reimburse the Developer for the Site Improvement Costs in accordance with the terms and conditions set forth in Section 4.2 hereof.

#### **Section 4.2 Financing for Certain Site Improvement Costs.**

(a) The Developer certifies that the Site Improvement Costs will not be less than \$128,000. Accordingly, and in consideration of the Developer’s obligations and performance under this Agreement, and in order to defray a portion of such costs over time, the City shall execute and deliver to the Developer the TIF Note in the form attached to this Agreement as **Exhibit D**. The TIF Note shall be executed and delivered by the City to Developer no later than

30 days after the Developer complies with paragraph (c) of this Section 4.2 so long as no Event of Default exists which has not been cured under this Agreement. As there is no interest payable on the TIF Note, interest will not accrue thereunder.

(b) The Developer acknowledges and agrees, as provided in the TIF Note, that payments under the TIF Note are to be made only as and to the extent that the City shall be able to receive and retain Available Tax Increment on the Payment Dates specified in the TIF Note. There shall be no interest on the TIF Note. The City shall not be obligated to make any payment or any further payment or payments as provided in the TIF Note if:

(i) There is an Event of Default by the Developer under this Agreement that has not been cured as of the Payment Date; or

(ii) There is a Transfer without prior approval from the City as provided in Article VI hereof.

(c) The Developer further acknowledges and agrees that the City has no obligation to issue and deliver to the Developer the TIF Note until:

(i) The Developer has provided the City with documentation reasonably satisfactory to the City (invoices, receipts, canceled checks, etc.) showing payment of at least \$128,000 in costs authorized under the TIF Plan or Section 4.1 of this Agreement; and

(ii) The City has issued the Certificate of Completion for the Minimum Improvements as provided herein.

(d) The TIF Note will be issued without registration under the State or federal securities laws pursuant to an exemption for such issuance; and, accordingly, the TIF Note may not be assigned or transferred in whole or in part, except in accordance with applicable exemptions from such registration requirements and with the consent of the City as provided herein or as otherwise provided in this Agreement. Each assignment or transfer of the TIF Note shall attest full compliance with applicable State and federal security laws.

**Section 4.3 No Representation Regarding Available Tax Increment.** The City's financial commitment for payment of the TIF Note under this Agreement is a revenue obligation only and will be paid by the City only out of Available Tax Increment for the TIF Note. The City makes no representations or warranties that the Available Tax Increment will be sufficient to pay the Developer on the TIF Note. The Developer acknowledges that Available Tax Increment is subject to calculation by the County and changes in State law and that some or all of the TIF Note may not be paid prior to the Termination Date. The Developer acknowledges that the estimates of Available Tax Increment which may have been made by the City or its agents, officers or employees are estimates only, are made for the sole use and benefit of the City and are not intended for the Developer's reliance.

## **ARTICLE V – CONSTRUCTION OF MINIMUM IMPROVEMENTS**

**Section 5.1 Construction of Minimum Improvements.** The Developer agrees that it will construct the Minimum Improvements on the Development Property in conformance with

approved Construction Plans. The Developer agrees that at all times it will operate and maintain, preserve and keep the Minimum Improvements or cause such improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof in good repair and condition, ordinary wear and tear and casualty damage excepted. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans. The City shall have no obligation whatsoever to operate or maintain the Minimum Improvements.

## **Section 5.2 Construction Plans.**

(a) Before commencement of construction of the Minimum Improvements, the Developer shall submit to the City the Construction Plans. The Construction Plans provide for construction of the Minimum Improvements and shall be in substantial conformity with the Development Program, this Agreement, and all applicable State and local building and zoning laws and regulations. The Project Administrator, on behalf of the City, shall review and approve the Construction Plans in writing if: (i) the Construction Plans substantially conform in all material respects to the terms and conditions of this Agreement relating thereto; (ii) the Construction Plans substantially conform in all material respects to all applicable federal, State and local laws, ordinances, rules, and regulations; (iii) the Construction Plans are adequate to provide for construction of the Minimum Improvements; and (iv) no Event of Default has occurred and remains uncured. As soon as the Construction Plans are complete, copies shall be filed with the Project Administrator.

(b) No approval by the Project Administrator shall relieve the Developer of the obligation to comply with the terms of this Agreement or of the Development Program, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. If approval of the Construction Plans is requested by the Developer in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the Project Administrator in whole or in part, within 10 days after the date of their receipt by the Project Administrator. Such rejection shall set forth in adequate detail the specific reasons therefor. If the Project Administrator rejects any Construction Plans in whole or in part as provided herein, the Developer shall submit new or corrected Construction Plans within 30 days after written notification to the Developer of the rejection. The provisions of this Section relate to approval, rejection and resubmission of corrected, amended or changed Construction Plans and shall continue to apply until the Construction Plans have been approved by the Project Administrator. The Project Administrator's approval shall not be unreasonably withheld, conditioned or delayed. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements constructed in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto.

(c) If prior to the issuance of the Certificate of Completion for the Minimum Improvements, the Developer desires to make any material change (a change proposing to decrease the construction cost of the Minimum Improvements by an amount in excess of \$100,000, unless the change is due only to a decrease in the cost of a specific product or material) in the Construction Plans after their approval by the Project Administrator, the Developer shall submit the proposed change to the Project Administrator for approval. The process for approval of the material change to the Construction Plans shall be as described above.

(d) The Developer certifies that the Construction Plans are in conformance with the Development Program, this Agreement and all applicable State and local building and zoning laws and regulations. The Developer agrees to indemnify, defend and hold harmless the City from any and all claims or causes of action resulting from any alleged defect in the design or construction of the Site Improvements or the Minimum Improvements, subject to the limitations imposed by law.

**Section 5.3 Commencement and Completion of Construction.** Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements by May 1, 2025 and complete construction of the Minimum Improvements by the Completion Date, or on such other date to which the parties shall mutually agree in writing.

**Section 5.4 Certificate of Completion.**

(a) Promptly after completion of the Minimum Improvements, in accordance with the provisions of this Agreement, and upon written request made by the Developer, the City will furnish the Developer with a Certificate of Completion, in substantially the form set forth in **Exhibit A** attached hereto. Compliance by the Developer with all the terms of this Agreement shall be a condition precedent to the issuance of the Certificate of Completion. The Certificate of Completion for the Minimum Improvements shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer to construct the Minimum Improvements. Such Certificate of Completion shall be filed with the Mille Lacs County Recorder. The Developer shall pay any filing costs.

(b) If the City determines that it cannot issue the Certificate of Completion, it shall, within ten days after written request by the Developer, provide the Developer with a written statement indicating in adequate and specific detail in what respect the Developer has failed, in the City's reasonable opinion, to complete either the Minimum Improvements in accordance with the provisions of this Agreement or is otherwise in default under the terms of this Agreement, and what measures or acts will be necessary for the Developer to take or perform in order to obtain the respective Certificate of Completion.

**Section 5.5 Insurance.** The Developer will provide and maintain, or cause its contractors to provide and maintain, at all times during the process of constructing the Minimum Improvements, an All Risk Broad Form Basis Insurance Policy in amounts and with such coverages as are commercially reasonable for undertakings of similar scope and nature to the Project.

**ARTICLE VI – RENT; INDEMNIFICATION**

**Section 6.1 Compliance With Income Requirements.** The City and the Developer understand and agree that Tax Increment District No. 2-10 will constitute a “housing district” under Section 469.174, Subd. 11 of the Tax Increment Act. Accordingly, in compliance with Section 469.1761, Subd. 3 of the Tax Increment Act, the Developer agrees that portions of the Project used as rental housing must satisfy the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. The parties further agree that no more than 20% of the square footage of the Housing Project may consist of commercial, retail, or other nonresidential uses. The Developer must meet the above requirements as follows:

(a) At least 20% of the residential units which are available for rent in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 50% of the County area median income;

(b) Income for occupants of units described in clause (a) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations;

(c) On or before March 1 of each year following substantial completion of the Project, the Developer or an agent of the Developer must deliver or cause to be delivered to the City income certification (see Exhibit E) or other written evidence satisfactory to the City of compliance with the covenants in this Section. This evidence must include a statement of the household income of each of qualifying renter or purchaser, a written determination that each qualifying renter's household income falls within the qualifying limits of this Section, and certification that the income documentation is correct and accurate. The City may review, upon request, all documentation supporting the Developer submissions and statements. In determining compliance with this Section, the Developer must use the County median incomes as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

**Section 6.2 Representation as to Development.** The Developer represents and agrees that its undertakings with respect to the Development Property pursuant to this Agreement are and will be for the purpose of development of said property and not for speculation in land holding.

**Section 6.3 Prohibitions Against Transfer of Development Property and Assignment of Agreement.** The Developer represents and agrees that prior to completion of the Minimum Improvements and prior to the issuance of the Certificate of Completion for the Minimum Improvements:

(a) Except only by way of security for the purposes of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to completing the Minimum Improvements under this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same (collectively, a "Transfer"), without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the City approves a Transfer, the City will complete a written statement indicating whether the Developer, before or at the time of the Transfer, has been or is in default as to any of the obligations of this Agreement, and stating that this Agreement is in full force and effect between the transferee and the City.

(b) In the event the Developer, upon Transfer, seeks to be released from and seeks to assign its rights and obligations under this Agreement, the City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that: (i) any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the

Developer; (ii) any proposed transferee, by instrument in writing reasonably satisfactory to the City and in form recordable among the land records, shall for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all the obligations of the Developer under this Agreement; and (iii) there shall be submitted to the City for review all instruments and other legal documents involved in effectuating transfers described herein; and if approved by the City its approval shall be indicated to the Developer in writing. In the absence of specific written agreement by the City to the contrary, no such Transfer approval by the City hereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto. Nor shall the Developer or any other party bound by this Agreement be released from any obligations hereunder without the written release of the City.

(c) After issuance of the Certificate of Completion on the Minimum Improvements, the Developer may transfer or assign any portion of the Development Property or the Minimum Improvements or the Developer's interest in this Agreement without the consent of the City, provided that the transferee or assignee is bound by all the Developer's obligations remaining hereunder. The Developer shall submit to the City written evidence of any such transfer or assignment, including the transferee or assignee's express assumption of the Developer's obligations under this Agreement. If the Developer fails to provide such evidence of transfer and assumption, the Developer shall remain bound by all its obligations under this Agreement.

#### **Section 6.4 Release and Indemnification Covenants.**

(a) The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, including its independent contractors, consultants, legal counsel and employees (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person resulting from any defect in the Project, except for loss or damage to property or any injury to or death of any person resulting from any defect in the Project resulting from the negligence, any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(b) Except for the negligence, any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties now and forever and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project, provided that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.

(c) The City and the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or officers, agents, servants, or employees or any other person who may be about the Development Property or the Minimum Improvements due to any act of negligence of any person, except the Indemnified Parties.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and

obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City.

- (e) This Section 6.4 shall survive the termination of this Agreement.

## **ARTICLE VII – REAL ESTATE TAXES**

**Section 7.1 Real Estate Taxes.** The Developer shall pay when due and prior to the imposition of penalty all real estate taxes and installments of special assessments, if any, payable with respect to the Development Property and the improvements thereon for real estate taxes due and payable in 2023 and thereafter.

**Section 7.2 Tax Increment.** In order to complete the Minimum Improvements, the Developer agrees that certain improvements are needed to prepare the Development Property for completion and operation of the Minimum Improvements. Accordingly, and in consideration of the Developer’s obligations and performance under this Agreement, and in order to defray a portion of such costs, the City shall issue the TIF Note to reimburse the Developer for a portion of the Site Improvement Costs.

**Section 7.3. Requests for Reduction of Real Estate Taxes.** The Developer acknowledges that the sole source of money to make the payments on the TIF Note is the Available Tax Increment derived from the Development Property and Minimum Improvements. The Developer shall notify the City of any administrative or judicial review affecting the market value of the Development Property and the improvements thereon for real estate tax purposes. In such event, the City will continue to make payments under the TIF Note to the Developer but reduced based upon the Developer’s requested reduction in assessed market value and/or real estate taxes, with any additional Tax Increment available for payment being withheld from the Developer until such time that the administrative or judicial review affecting the Development Property and the improvements thereon is finally determined.

### **Section 7.4 Qualification of the TIF District.**

- (a) The TIF District constitutes a housing tax increment financing district.

(b) If, as a result of the Developer operating the Project so that the TIF District does not qualify or ceases to qualify as a Housing District, the City receives notice at any time during the duration of the TIF District from the State department of revenue, the State auditor, Tax Official, or any court of competent jurisdiction that the TIF District does not or ceases to qualify as a Housing District, this Agreement shall terminate and the Developer agrees to repay Available Tax Increment in the amounts necessary to satisfy the requirements of State department of revenue, the State auditor, Tax Official, or any court of competent jurisdiction. The Developer shall indemnify the City for any costs or expenses the City incurs as a result of such non-qualification of the TIF District as a Housing District.

**Section 7.5 Available Tax Increment Deficiencies.** The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of Available Tax Increment that will be generated by the Minimum Improvements or that Available Tax Increment will be sufficient to make the payments under Section 4.2 hereunder when due. Any estimates of Available Tax Increment prepared by the City, its financial advisors, or its other



officers, agents or employees in connection with the TIF District or this Agreement are for the benefit of the City and are not intended as representation on which the Developer may rely.

### ARTICLE XIII – EVENTS OF DEFAULT

**Section 8.1 Events of Default Defined.** The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events, but only if the subject event has not been cured within 60 days after receipt of written notice of such failure from the non-defaulting party, or if the event is by its nature incurable within 60 days, the defaulting party does not, within such 60-day period, provide assurances reasonably satisfactory to the non-defaulting party that the failure will be cured as soon as reasonably possible:

- (a) Failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement; or
- (b) If the Developer shall:
  - (1) File any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law;
  - (2) Make an assignment for benefit of its creditors;
  - (3) Admit in writing its inability to pay its debts generally as they become due; or
  - (4) Be adjudicated a bankrupt or insolvent.

**Section 8.2 Remedies on Default.** Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs and is continuing, the non-defaulting party may exercise the following rights under this Section 8.2:

- (a) The non-defaulting party may suspend its performance under the Agreement and until it receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under the Agreement.
- (b) The non-defaulting party may cancel and rescind the Agreement.
- (c) The City may withhold the Certificate of Completion and the payments under Section 4.2 hereof.
- (d) The non-defaulting party may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the non-defaulting party to collect any payments due under this Agreement, or to enforce the performance and observance of any obligation, agreement, or covenant of the defaulting party under this Agreement.

#### **Section 8.3 [Reserved]**

**Section 8.4 No Remedy Exclusive.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and

every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 8.5 No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party hereto, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**Section 8.6 Agreement to Pay Attorneys' Fees and Expenses.** Whenever any Event of Default occurs and either party shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall, on demand therefor, pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party, but only if the non-defaulting party prevails in such collection or enforcement action.

## ARTICLE IX – ADDITIONAL PROVISIONS

**Section 9.1 Restrictions on Use.** The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successor and assigns shall devote and use the Development Property for purposes permitted by the City's zoning ordinance and which are consistent with the City's comprehensive plan.

**Section 9.2 Titles of Articles and Sections.** Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

**Section 9.3 Notices and Demands.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by one party to the others shall be sufficiently given or delivered if sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

- (a) In the case of the Developer, is mailed to or delivered personally to:

Rum River Living, LLC  
Attention: Shawn Williams  
11428 - 293rd Avenue  
Princeton, Minnesota 55371

- (b) In the case of the City, is mailed to or delivered personally to:

City of Milaca  
Attention: City Manager  
255 First Street East  
Milaca, Minnesota 56353

or at such other address with respect to either such party hereto as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

**Section 9.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**Section 9.5 Law Governing.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 9.6 Amendments.** This Agreement may be amended in writing upon mutual agreement of the City and the Developer.

**Section 9.7 Recording.** The Developer or the City on behalf of the Developer shall record this Agreement and any amendments thereto with the Mille Lacs County Recorder. The Developer shall pay all costs for recording.

**Section 9.8 Survival.** All of the terms, representations, warranties and covenants in this Agreement shall survive and remain in force for the benefit of the parties after the delivery to the Developer of the Certificate of Completion as provided herein, except for those covenants and restrictions specifically released by the Certificates of Completion.

**Section 9.9 Termination of Agreement.** This Agreement shall terminate on the earlier of (i) the Termination Date; (ii) the date the Agreement is canceled and rescinded under Section 3.1 or 8.2 hereof; (iii) payment in full by the City of amounts due under Section 4.2 hereof; (iv) the date the TIF District ceases to qualify as such through no fault of the Developer; or (v) such other date as is mutually agreeable to the parties hereto. Except for Section 6.4, the Developer shall have no obligations under this Agreement after the Termination Date. At the request of the Developer, the City shall promptly provide an acknowledgment, in recordable form, that the Termination Date has occurred.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed as of the date first above written.

CITY OF MILACA, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

(Signature page to Contract for Private Development by and between the City of Milaca, Minnesota and Rum River Living, LLC)

RUM RIVER LIVING, LLC

By \_\_\_\_\_  
Shawn Williams, Chief Manager

**EXHIBIT A**  
**FORM OF CERTIFICATE OF COMPLETION**

WHEREAS, the CITY OF MILACA, MINNESOTA, a municipal corporation and political subdivision (the “City”), has entered into a Contract for Private Development dated as of January \_\_, 2025, with Rum River Living, LLC, a Minnesota limited liability company (the “Developer”), recorded in the office of the County Recorder or the Registrar of Titles in and for the County of Mille Lacs and the State of Minnesota, as Document No. \_\_\_\_\_, regarding the land described on Attachment A attached hereto in the County of Milaca and the State of Minnesota (collectively, the “Property”).

WHEREAS, said Contract for Private Development incorporated and contained certain covenants and restrictions with regard to the completion of the Minimum Improvements, as defined therein; and

WHEREAS, the Developer has, to the present date, performed such covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this Certificate.

NOW, THEREFORE, this is to certify that all building construction and other physical improvements on the Minimum Improvements specified to be done and made by the Developer on the Property have been completed and the above covenants and conditions in the Contract for Private Development have been performed by the Developer and that the provisions for completion of the Minimum Improvements contained therein are released absolutely and forever insofar as they apply to the Property, and the County Recorder or the Registrar of Titles in and for the County of Milaca and State of Minnesota is authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of the Contract for Private Development relating to the completion of the construction of the Minimum Improvements.

CITY OF MILACA, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager



ATTACHMENT A  
to  
CERTIFICATE OF COMPLETION

Parcel No. 21-043-1270



**EXHIBIT B  
LEGAL DESCRIPTION**

Parcel No. 21-043-1270

**EXHIBIT C**  
**SITE IMPROVEMENTS AND SITE IMPROVEMENT COSTS**

<b>Improvement</b>	<b>Estimated Cost</b>
Site Improvements	
Grading	
Parking Lot	
Utilities	
Foundation	
<b>TOTAL</b>	

**EXHIBIT D**  
**FORM OF TAX INCREMENT REVENUE NOTE**

No. R-\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF MILLE LACS

CITY OF MILACA, MINNESOTA

TAX INCREMENT REVENUE NOTE, SERIES 202\_\_\_

<u>Principal Amount</u>	<u>Annual Rate</u>
\$128,000	0.00%

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933 AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF FOR VALUE, OR TRANSFERRED, WITHOUT (i) AN OPINION OF COUNSEL APPROVED BY THE ISSUER THAT SUCH SALE, DISPOSITION OR TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933 AND UNDER APPLICABLE STATE SECURITIES LAWS, OR (ii) SUCH REGISTRATION. THE TRANSFERABILITY OF THIS NOTE IS SUBJECT TO RESTRICTIONS (a) REQUIRED BY FEDERAL AND STATE SECURITIES LAWS AND THE RULES, REGULATIONS, AND INTERPRETATIONS OF THE GOVERNMENTAL AGENCIES ADMINISTERING SUCH LAWS, AND THE PROCEDURE ESTABLISHED BY THE ISSUER TO EFFECT COMPLIANCE THEREWITH, GOVERNING UNREGISTERED SECURITIES, AND (b) AGREED TO BY THE OWNER OF SUCH SECURITIES.

THIS NOTE HAS NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS OR APPLICABLE STATE BLUE SKY LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF FOR VALUE EXCEPT PURSUANT TO REGISTRATION OR OPERATION OF LAW.

The CITY OF MILACA, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the Principal Amount specified above at the Annual Rate specified above (the "Payment Amounts"), to Rum River Living, LLC, a Minnesota limited liability company (the "Registered Owner"), or its registered assigns, but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The Payment Amounts due on this Note shall be payable solely from, and to the extent that the City shall receive the Available Tax Increment, as hereinafter defined.

For purposes of this Note, Available Tax Increment shall mean 90 percent of the Tax Increment received by the City from Mille Lacs County with respect to the Development Property described on Exhibit A hereto and improvements thereon, located in the City's Tax Increment Financing (Redevelopment Development) District No. 2-10 (the "TIF District") within its Development District No. 2 during the six months preceding any Payment Date specified below and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "TIF Act") (after deduction of the state auditor fee and the County Auditor-Treasurer fee) and subject to Section 4.3 of the Agreement. No interest shall be payable on this Note. Payments under this Note shall be applied to the unpaid principal amount hereof. The payments on this Note shall be made by the City on a semi-annual basis on July 31 and December 31 commencing July 31, 2027 and continuing through December 31, 2036 (each referred to herein as a "Payment Date"). This Note shall terminate and be of no further force and effect on January 1, 2037 or upon payment in full of the principal on this Note, or on any date upon which the City shall have terminated the Agreement (hereinafter defined), whichever occurs earliest ("Maturity").

The City's obligation hereunder to pay each Payment Amount on the respective Payment Dates shall be further conditioned on the fact that there shall not at the time have occurred and be continuing an Event of Default under that certain Contract for Private Development, dated as of January 15, 2025, as the same may be amended from time to time (the "Agreement"), by and between the City and the Registered Owner, and, further, if pursuant to the occurrence of an Event of Default under the Agreement the City elects to cancel and rescind the Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to the provisions of the Agreement for a fuller statement of the definitions of Tax Increment and Available Tax Increment and the rights and obligations of the City to pay the Payment Amounts of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of or interest on this Note and no property or other asset of the City, save and except the above-referenced Available Tax Increment, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act. The obligations on this Note are payable solely from Eligible Tax Increment as defined in the Agreement derived from the City's Tax Increment Financing (Housing) District No. 2-10 which the City duly established within its Development District No. 2.

Except as hereinafter qualified and subject to Section 6.3 of the Agreement, this Note may not be assigned but, upon such assignment, the assignor shall promptly notify the City at the office of the City Manager by registered mail, and the assignee shall surrender the same to the City Manager either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Milaca, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Chair and attested by its City Manager and has caused this Note to be issued on and dated \_\_\_\_\_, \_\_\_\_\_.

CITY OF MILACA, MINNESOTA

By \_\_\_\_\_  
Its Mayor

ATTEST:

By \_\_\_\_\_  
Its City Manager

## CERTIFICATE OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on \_\_\_\_\_, \_\_\_\_\_, was on said date registered in the name of Rum River Living, LLC and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<b>Registered Owner</b>	<b>Date of Registration</b>	<b>Signature of Manager</b>
Rum River Living, LLC  Federal Tax ID No.:		

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Note and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or any change whatsoever.

The City Manager will not effect transfer of this Note unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933 AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF FOR VALUE, OR TRANSFERRED, WITHOUT (i) AN OPINION OF COUNSEL APPROVED BY THE ISSUER THAT SUCH SALE, DISPOSITION OR TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933 AND UNDER APPLICABLE STATE SECURITIES LAWS, OR (ii) SUCH REGISTRATION. THE TRANSFERABILITY OF THIS NOTE IS SUBJECT TO RESTRICTIONS (a) REQUIRED BY FEDERAL AND STATE SECURITIES LAWS AND THE RULES, REGULATIONS, AND INTERPRETATIONS OF THE GOVERNMENTAL AGENCIES ADMINISTERING SUCH LAWS, AND THE PROCEDURE ESTABLISHED BY THE ISSUER TO EFFECT COMPLIANCE THEREWITH, GOVERNING UNREGISTERED SECURITIES, AND (b) AGREED TO BY THE OWNER OF SUCH SECURITIES.

THIS NOTE HAS NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS OR APPLICABLE STATE BLUE SKY LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF FOR VALUE EXCEPT PURSUANT TO REGISTRATION OR OPERATION OF LAW.

**EXHIBIT A**  
**TO TAX INCREMENT REVENUE NOTE**  
**Development Property**

Parcel No. 21-043-1270



**EXHIBIT E**  
**FORM OF INCOME CERTIFICATION**

**COMPLIANCE CERTIFICATE**

The undersigned Shawn Williams, the Chief Manager of Rum River Living, LLC, a Minnesota limited liability company, does hereby certify that as of the date of this Certificate not less than 20% of the residential units at \_\_\_\_\_ in Milaca, Minnesota (the "Project") are occupied by individuals whose income is 50% or less of the County area median income.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RUM RIVER LIVING, LLC

By \_\_\_\_\_  
Shawn Williams, Chief Manager

## SITE LEASE AGREEMENT

**THIS SITE LEASE AGREEMENT**, entered into this **19th** day of **October 2022**, by and between the City of Milaca, a Minnesota municipal corporation hereinafter designated and referred to as Lessor, and Genesis Technology Communication, LLC, hereinafter referred to as Tenant,

**WHEREAS** the Lessor owns a municipal water tower located at 145 Central Avenue South, Lot 10 Block 39 Kerrs Subdivision, City of Milaca that is suitable for the installation of wireless communication equipment; and

**WHEREAS** tenant is in the business of selling wireless communication services to the public and tenant currently desires a location to install their wireless communication equipment;

**NOW THEREFORE BE IT RESOLVED** that the parties hereby set forth the terms and provisions of their agreement

**PROPERTY SUBJECT TO LEASE.** Lessor in consideration of an exchange for services in lieu of rent and covenants hereinafter mentioned, to be performed by said Tenant, does hereby demise, lease, and let unto the said tenant, and the said tenant does hereby hire and take from the said Lessor, space on the municipal water tower for up to 5 (five) antennas and space outside the water tower together with any and all connecting wires and cables, which area is situated in the City of Milaca, County of Mille Lacs, State of Minnesota. Facilities shall be limited to those depicted and described on Attachment A to this Agreement and shall not be altered, enlarged, moved, or expanded without the written approval of the City.

To have and to hold the above premises just as they are, without any liability or obligation on the part of said Lessor of making any alterations, improvements or repairs of any kind on or about said premises, or the equipment and fixtures in, upon or serving same.

**TERM OF THE LEASE.** The term for the lease shall be for an initial two years beginning on **October 19, 2022** and ending on **December 31, 2025**, The Tenant must provide a written 90 (ninety) day notice of intent to renew mailed via certified mail to the following address:

Lessor: City of Milaca –City Manager 255 First Street E, Milaca, MN 56353  
Phone Number: 320-983-3141

Tenant: GigFire, LLC PO Box 3064 Blooming Prairie, MN 55917  
Phone Number: 320-396-2990

**CANCELLATION OF LEASE.** Either party can cancel this lease agreement upon providing a 90 (ninety)-day written notice of its intent to cancel.

Notice of intent to cancel shall be mailed via certified mail to the following address:

Lessor: City of Milaca –City Manager 255 First Street E, Milaca, MN 56353  
Tenant: GigFire, LLC PO Box 3064 Blooming Prairie, MN 55917

**SITE LEASE PAYMENTS.** The agreed upon monthly site lease payments of **\$200.00** shall be provided by Tenant each month in accordance with the terms set forth. Failure to provide the agreed upon services for a period lasting longer than one week shall result in lease cancellation and removal of equipment will begin as outlined in "DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE/PERFORMANCE SECURITY."

**UTILITIES.** Lessor shall provide Tenant with a 20-amp service that will be available at the water tower. Lessor shall be responsible for electric used by Tenant at said location.

**REPAIRS AND MAINTENANCE.** Tenant shall be responsible for all repairs and maintenance required to be performed on the equipment that is installed by Tenant pursuant to this agreement. Tenant is also obligated to maintain the equipment in a manner that assures that it is safe to the public and to any agents or employees of Lessor who may be working at or near the leased premises.

**ACCESS TO THE PREMISES.** Tenant acknowledges that unrestricted access to the area of the water tower where the equipment will be installed is not reasonable. Lessor acknowledges that Tenant needs access to the equipment and connecting cables on the water tower for repairs and for maintenance. Accordingly, Tenant shall give notice to Lessor prior to performing any inspections, installations, repairs or maintenance to the equipment or connecting cables in the water tower, and Lessor shall provide access for such purposes upon reasonable notice and request made by Tenant. In the case of non-routine inspections or repairs Lessor shall make every effort to provide access to the water tower to Tenant as soon as appropriate city employees can be dispatched to the premises.

**INSURANCE.** Tenant shall at all times during the term of this lease agreement and at Tenant's sole expense obtain and keep in effect a personal injury liability insurance policy covering the premises and appurtenances installed and/or used by Tenant in the amount of \$1,500,000 (One million five hundred thousand dollars) for injury to or death of any person(s). Tenant shall name Lessor as first loss payee under the policy and shall provide Lessor or Lessor's designee with a certificate of insurance required herein. Tenant shall provide its own personal property damage or loss insurance.

Tenant shall see that all persons or companies who/which do work on the premises carry liability insurance.

**REDELIVERY OF PREMISES.** The tenant agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in or may hereafter be put in, loss by fire and ordinary wear excepted, Further, at the end of the term of this lease, Tenant agrees to remove all equipment from the premises at Tenant's expense and to affect such repairs as well as be required to restore the premises to the condition they were in prior to this agreement.

**INDEMNIFICATION OF LESSOR:** The Tenant further agrees that the Lessor shall not be liable for any damage, either to person or persons or property or the loss of property sustained by the Tenant, or by any other person or persons due to the demised premises, premises access, or

the building of structure of which the demised premises are a part, or the equipment, fixtures, appliances or machinery in or upon the same, or due to any action or neglect of the tenant, or any other tenant or occupant of said premises, or of any other person, persons, or corporations.

The Tenant assumes all liability and obligation arising from all damages on account of the matters and things above referred to, and agrees to save the Lessor harmless thereon and therefrom, and to indemnify the Lessor on account thereof.

**ASSIGNMENT.** This lease agreement shall not be assignable by Tenant without the written consent of Lessor, except that Tenant may assign this lease to a business entity that is owned by the Tenant.

**SUBLEASING.** There shall be no subleasing of the premises.

**DEFAULT.** In the event of any breach of the lease agreement by Tenant, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the demised premises. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. Should Lessor elect to re-enter, as shall be specifically allowed by this lease agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, Lessor may either terminate this lease agreement or it may from time to time, without terminating this lease agreement re-let the demised premises or any part of the demised premises for such term or terms (which may be for a term extending beyond the term of this lease agreement) and at such rental or rentals and on such other terms and conditions as Lessor in the sole discretion of Lessor may deem advisable with the right to make alterations and repairs to the demised premises.

Should Lessor at any time terminate this lease agreement for any breach, in addition to any other remedy it may have, Lessor may recover from Tenant all damages incurred by Lessor in being restored to possession of the premises and in addition Lessor shall be entitled to recover all costs, expenses, and attorney fees incurred in recovering possession of the premises.

**DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE/PERFORMANCE SECURITY.** On termination of this lease agreement for any cause, Tenant shall promptly remove its equipment from the site, If Tenant fails to remove the equipment, Lessor will remove the equipment and bill all costs to Tenant. Tenant waives its rights to object to the costs if the equipment is not removed within 90 days after termination.

**WAIVER.** The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition contained in this lease agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this lease agreement .

The subsequent acceptance of rent under this lease agreement by Lessor shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this lease agreement, other than the failure of Tenant to pay the particular rental so accepted, regardless of Lessor's knowledge of a preceding breach at the time of acceptance of rent.

**PARTIES BOUND.** Each of the covenants, provisions, terms, and agreements of this lease shall inure to the benefit of and shall be obligatory upon the respective successors and assigns of the Lessor and Tenant respectively. There are no understandings or agreements outside of this lease.

**GOVERNING LAW.** It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

**ENTIRE AGREEMENT.** This lease agreement and attachments shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this agreement.

In Testimony Whereof the Lessor and Tenant have hereunto set their hands and seals the day and year first written.

City of Milaca, a municipal corporation

GigFire, LLC

By: \_\_\_\_\_  
Its Mayor, Lessor

By: \_\_\_\_\_  
Its Owner, Tenant

By: \_\_\_\_\_  
Its City Manager, Lessor

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF MILLE LACS    )

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Dave Dillan, Mayor and Tammy Pfaff, City Manager, of the City of Milaca.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA    )  
  )ss  
COUNTY OF MILLE LACS    )

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_, of GigFire, LLC.

\_\_\_\_\_  
Notary Public

## LIABILITY COVERAGE – WAIVER FORM

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

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

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

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

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

---

LMCIT Member Name:

---

*Check one:*

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

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