

**CITY OF MILACA
CITY COUNCIL MEETING
COUNCIL AGENDA
JANUARY 15, 2026**

1. Call Meeting to Order 6:00 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____2nd____AIF____O____
5. **Consent Agenda** MB____2nd____AIF____O____
 - a. Approval of Minutes –December 18, 2025
 - b. Approval of Bills
 - c. Resolution #26-01 Appointing Election Judges and Designating Polling Hours and Location
 - d. Statutory Tort Limits-Liability Coverage Waiver Form
6. **Open Forum**
7. **Public Hearing**
8. **Requests and Communications**
9. **Ordinances and Resolutions**
 - a. Resolution #26-02 Annual Appointments MB____2nd____AIF____O____
 - b. Resolution #26-03 Approving Budget Adjustment MB____2nd____AIF____O____
 - c. Ordinance #553 Amending 90.02 Hours and Access-Second Reading MB____2nd____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-
 1. Engineer’s Report (info only-no action needed)
 2. Authorize Preparation of Plans/Specification and Bidding for 2026 Manhole Replacement Project MB____2nd____AIF____O____
 3. Lead Service Line Replacement Improvements Proposal from Stantec MB____2nd____AIF____O____
 - e. Liquor Store-
 - f. Fire Department- Silent Moment to Honor Fallen Firefighter Andy Ziegler
 - g. Planning and Zoning – Meeting on January 20 to Define AtTRACTIONS In Adult Use Cannabis and Cannabis Business and Cultivation Ordinance MB____2nd____AIF____O____

h. Airport-

11. Committees

- a. Budget –
- b. EDC

12. Unfinished Business

13. New Business

- a. Purchase Agreement between River Oaks Properties and City of Milaca MB 2nd AIF O
- b. Easement between River Oaks Properties and City of Milaca MB 2nd AIF O
- c. Approval of Drainage and Utility Easement between Rum River Special Education Coop and Bemis' MB 2nd AIF O
- d. Call for a Special Meeting to discuss Adult Use Cannabis and Cannabis Business and Cultivation to Define Setbacks and Adding Definition of Attractions MB 2nd AIF O
- e. Closed Meeting-Personnel Hiring Issues-Police Department

Time Meeting Closed _____ p.m.

MB 2nd AIF O

Time Meeting Re-Opened _____ p.m.

MB 2nd AIF O

14. Miscellaneous

15. Council Comments

16. Adjournment Time _____

MB 2nd 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
COUNCIL MINUTES**
December 18, 2025

Call to Order Roll Call

Mayor Dillan called the meeting of the Milaca City Council to order at 6:00 p.m.

Pledge of Allegiance

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

Staff present: City Manager Tammy Pfaff, Communications Specialist Mary Mickelson, Police Chief Rasmussen, Public Works Superintendent Gary Kirkeby, Fire Chief Jesse Gerads and City Attorney Damien.

Others present: Roxanne Gerads

Approval of Agenda

Mayor Dillan called for a motion to approve the agenda. Larsen made a motion for approval, seconded by Johnson. Mayor Dillan stated some changes to the agenda: Under Consent Agenda item f.. Resolution #25-43 Approving Final 2026 Budget and Tax Levy move to i. Ordinances & Resolutions, under Ordinance #552 and #553 we need to add First Reading, under #10 Report of Departments, Boards and Commissions add handout of calls for Police report, after Public Hearing for Wellhead Protection Plan we need to add a motion to approve Submittal to MN Department of Health for review and approval and one more thing under #13 New Business add item d. Discussion on Cannabis Licensing Issue-Mellow Fellow. With no additions or 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 Minutes-November 19, 2025
- b. Approval of December 10, 2025 Special Meeting
- c. Approval of Bills
- d. Resolution #25-41 Accepting Donations
- e. Resolution #25-42 Write Off Invoice Amounts
- f. Resolution #25-43 Approving Final 2026 Budget and Tax Levy – moved to #9 i.
- g. Resolution #25-44 Approving 2026 Liquor and Tobacco Licenses
- h. Resolution #25-45 Approving Gambling Premises Permit Application for Milaca Firefighters Relief Association

Mayor Dillan called for a motion to approve the consent agenda. Poorker made a motion for approval, seconded by Muller. No further discussion. All others in favor of approving 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-Mayor Dillan called for a motion to open public hearing. Motion by Johnson, seconded by Larsen. Time PH Opened 6:04 p.m. No one came forward. Mayor Dillan called for a motion to close public hearing. Motion by Muller, seconded by Johnson. All in favor. Public Hearing Closed 6:05 p.m.
- b. Public Hearing on Wellhead Protection Plan Draft- Mayor Dillan called for a motion to open public hearing. Motion by Johnson, seconded by Larsen. All in favor. Public Hearing opened at 6:05 p.m. Public Works Superintendent Kirkeby briefed the council on the purpose of the Wellhead Protection Plan. Poorker asked Kirkeby about the possibility of exploring more sites for a third city well and asked when that would be? Kirkeby responded that it would depend on the population growth or water usage increase. No one came forward. Mayor Dillan called for a motion to close public hearing. Motion by Muller, seconded by Johnson. Public Hearing closed at 6:08 p.m.

Mayor Dillan called for a motion to approve submittal to Minnesota Department of Health for their review and approval. Motion by Lasen, seconded by Poorker. No further discussion. All in favor of submittal to MN Dept of Health for review and approval. Motion passes.

Requests and Communications

- a. Request from Pastor Trent Bergeron to Extend Curfew Hours for New Years Eve Event in Gorecki Center- Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Muller. No further discussion. All in favor of extending curfew hours for New Year's Eve event in Gorecki Center.. Motion passes.

Ordinances and Resolutions

- a. *Ordinance #549: Fee Increases-Second Reading:* Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Larsen. No further discussion. All in favor of Ordinance #549: Fee Increases-Second Reading. Motion passes.
- b. *Ordinance #550: Amending Title V Chapter 51.24 Subdivision C Water Pipes Installation-Second Reading:* Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Muller. No further discussion. All in favor of Ordinance #550: Amending Title V Chapter 51.24 Subdivision C Water Pipes Installation-Second Reading. Motion passes.
- c. *Ordinance #551: Amending Title IX Chapter 95 Section 95.11 Dangerous Dogs- Second Reading:* Mayor Dillan called for a motion to approve. Motion by Larsen, seconded by Poorker. No further discussion. All in favor of Ordinance #551: Amending Title IX Chapter 95 Section 95.11 Dangerous Dogs- Second Reading. Motion passes.
- d. *Ordinance #552 Amending Title v Chapter 50.07 Garbage Licensed Collector; Duties and Obligations First Reading.* Mayor Dillan called for a motion to waive a second reading. Motion by Johnson, seconded by Muller. All in favor. Motion passes. Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Larsen. No further discussion. All in favor of Ordinance #552 Amending Title V Chapter 50.07 Garbage Licensed Collector; Duties and Obligations. Motion passes.

e. *Ordinance #553 Amending Title IX Chapter 90.02 Hours and Access-First Reading:* Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Poorker. Mayor Dillan stated there was just the one change – After the third day camper must vacate the campground for a minimum of five days before returning. No further discussion. All in favor of Ordinance #553 Amending Title IX Chapter 90.02 Hours and Access-First Reading. Motion passes.

f. *Resolution #25-46 Summarizing Ordinance #549 for Publication Purposes-* Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Muller. No further discussion. All in favor of Resolution #25-46 Summarizing Ordinance #549 for Publication Purposes. Motion passes.

g. *Resolution #25-47 Summarizing Ordinance #551 for Publication Purposes-* Mayor Dillan called for a motion to approve. Motion by Muller, seconded by Poorker. No further discussion. All in favor of Resolution #25-47 Summarizing Ordinance #551 for Publication Purposes. Motion passes.

h. *Resolution #25-48 Approving State Airport Fund Grant Agreement with the MN DOT Contract #1061954-* Mayor Dillan called for a motion to approve. Motion by Poorker, seconded by Larsen. No further discussion. All in favor of Resolution #25-48 Approving State Airport Fund Grant Agreement with the MN DOT Contract #1061954. Motion passes.

i. *Resolution #25-43 Approving Final 2026 Budget and Tax Levy:* Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Muller. Poorker stated he felt they did a good job on the budget going from an initial levy of 6.59 down to 5% down to 4.97%. No further discussion. All in favor of Resolution #25-43 Approving Final 2026 Budget and Tax Levy. Motion passes.

Reports of Departments, Boards and Commissions

City Manager – Starting audit.

Police – Incident report handout. Chief Rasmussen commented

Parks –

Public Works – Final Contractors Payment Request for Northern Lines Contracting in the amount of \$92,726.81: Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Muller. City Manager Pfaff stated this is the final payment for the airport road. No further discussion. All in favor of Final Contractors Payment Request for Northern Lines Contracting in the amount of \$92,726.81. Motion passes.

Public Works - Request for Authorization to Proceed with Plans and Specifications for Rum River Special Education Coop Utilities Project - Mayor Dillan called for a motion to approve. Motion by Poorker, seconded by Johnson. City Manager Pfaff stated they still need to finalize the easement with Terry Bemis. No further discussion. All in favor of Request for Authorization to Proceed with Plans and Specifications for Rum River Special Education Coop Utilities Project. Motion passes.

Liquor Store –

Fire Department – Fire Chief Gerads stated they had a fire call last night with fireworks shooting off.

Planning & Zoning -Resolution #25-49 Denying Milaca Park Variance - Mayor Dillan called for a motion to approve. Motion by Larsen, seconded by Muller. Roxanne Gerads stated that she was in favor of the denial. Johnson asked her when the building was built seven years ago or so, how come they didn't

oppose the building back then? Roxanne Gerads stated that at that time they did not have a survey done and now the survey shows the discrepancy. Gerads further explained when the building permit was taken out, that the building was not built according to the permit. The permit indicates dimension of 50x80, he built it 50x96 and bumped it out 4 feet onto their property. Johnson questioned again why they didn't oppose at the time it was being built. Ms. Gerads again stated they did not know exactly where the property line was. She continued to say they knew it had to be close because years ago when Paul built a building, it was on Russ' property and Paul had to buy 20 feet from Russ. No further discussion. All in favor of Resolution #25-49 Denying Milaca Park Variance. Motion passes.

Planning and Zoning - Resolution #25-50 Denying Milaca Park Minor Lot Split - Mayor Dillan called for a motion to approve. Motion by Muller, seconded by Poorker. No further discussion. All in favor of Resolution #25-50 Denying Milaca Park Minor Lot Split. Motion passes.

Airport-

Committees

Budget:

EDC:

Unfinished Business

New Business

- a. Tri-Cap Contract- Mayor Dillan called for a motion to approve. Motion by Muller, seconded by Johnson. No further discussion. All in favor of Tri-Cap contract. Motion passes.
- b. Mid-MN Inspections Contract -Mayor Dillan called for a motion to approve. Motion by Johnson, seconded by Larsen. No further discussion. All in favor of Mid-MN Inspections contract. Motion passes.
- c. City Manager Contract- Mayor Dillan called for a motion to approve. Motion by Muller, seconded by Johnson. No further discussion. All in favor of City Manager Contract. Motion passes.
- d. Discussion – Cannabis-Mellow Fellow – Mayor Dillan stated Joe Opager, owner of Mellow Fellow, has received an opportunity to get a cannabis license and it is important to have a good, solid, person operating the business. City Attorney Damien stated the statutes keep changing. One of the changes is setbacks and the interaction with our Ordinance. The state did not make a specific definition of setbacks. As the particular statute reads now in regard to setbacks and parks, it talks about attractions within a park where minor children are present, including playgrounds and ballfields. As a city, we can be more restrictive than that and currently our Ordinance in regard to setbacks is more restrictive as we measure to the property lines of the parks. There is some conflict between a business owner and my interpretation based on the laws. I think it is important that the city try and be as clear in what we mean in our Ordinance and try to define our Ordinances. In an effort to solve not just this problem that exists with this one particular business as it could be the same issue down the road. We don't want to spot zone, we don't want to run into an issue addressing setbacks because we want to benefit one business. So, the city needs to do is to define the word "attraction" for the city and for its individual parks so it is defined as in this particular park what attractions are, such as, park, this bathroom, this playground, this ballfield, this splash pad, whatever, these attractions are within all four parks. So, the thought is, if the council can't

take action, the first thing to happen would be to amend the zoning ordinance by holding a public hearing before the Planning Commission, which could be January 12. This would give the city time to publish the public hearing, I would amend the Ordinance, then it would go before the Planning Commission and then go to city council for first reading at your January meeting and then a second reading for your February meeting.

Johnson asked what the distance is now and City Attorney Damien replied 500 feet is the setback and the way the Ordinance reads is from the property line of the park to the nearest access point of the business and this particular business is I think about 470 something. But again, this should not be fixed for one business but rather for the city.

Johnson stated that he agrees with Mayor Dillan in that the city has a relationship with this particular business and business owner and that could be helpful to have a good working relationship and a responsible owner. Larsen asked City Attorney Damien if he could draft something up for the city to review, to which he agreed he would do. Damien further stated the first thing to do would be for Tammy to publish the public hearing, he would draft up an amendment to the Ordinance defining setbacks or adding attractions to the Ordinance. City Manager Pfaff stated that for the future, each park would have their own definition of attractions like swing set, playground, bandshell, Gorecki Center, etc. City Attorney Damien stated by the meeting date of the Planning Commission, there will be definitions of each park's attractions with language that if something is built in the future, that it would be designed to include that. Muller asked if we were to amend the setbacks and City Attorney stated no, we are not amending the setback numbers at all. We are not changing the portion of the setback nor are we changing the language that says for the purpose of setbacks we measure to the property lines. But, we are adding clarifying language in that section to make sure we are consistent with state statute.

Larsen questioned that in this particular business the distance is 470 feet away but if you add attraction in there, and a swing set is 600 feet away, you can never move that swing set? City Attorney stated we move nothing in the parks. Larsen asked what if we had to? City Attorney Damien stated then we do it. He further stated nothing in the way that we do this, in any shape, form or fashion, restricts the city's ability to do whatever we want to do, within the scope of the law, within any of the parks. So, if you want to build something, if you want to move something, we can. If the new distance creates a violation of setbacks because of what we've done, it makes that business a lawful, non-conforming use, which would put some restrictions on their building or expansion. Larsen stated so they are grand-fathered in and Mayor Dillan stated that was an easier way to look at it.

Mayor Dillan asked if the consensus was to move forward and council stated yes.

Miscellaneous

Council Comments

Poorker was wondering if Chief Rasmussen if he offers rental registration classes often.

Adjourn:

Mayor Dillan called for a motion to adjourn. Motion made by Muller, seconded by Larsen to adjourn. No further discussion. All in favor, motion to adjourn passes. Meeting adjourned at 6:47 p.m.

Mayor Dave Dillan

Attest:

Tammy Pfaff, City Manager

Check Register - Council Bill List								Page: 1
Check Issue Dates: 12/14/2025 - 1/15/2026								Jan 08, 2026 12:35PM
Check Number	Check Issue Date	Payee	Invoice Number	Invoice Date	In S	Invoice GL Account	Check Amount	Description
53363	12/22/25	NORTHERN LINES CONTRACTI	193806178-8	12/08/2025	1	501-43100-405	92,726.81	110TH AVE PAY REQUEST #8 FINAL AIRPORT ROA
Total 53363:							92,726.81	
53364	12/22/25	VISA	8948121425	12/14/2025	1	101-45200-437	52.00	RESERVATION KEY-PARKS
53364	12/22/25	VISA	8948121425	12/14/2025	3	101-41940-437	16.99	ZOOM-CITY
53364	12/22/25	VISA	8948121425	12/14/2025	4	101-45200-437	9.09	TELEMETRYTV-PARKS
Total 53364:							78.08	
53365	12/26/25	AMERICAN BOTTLING CO.	4851507161	12/11/2025	1	609-49750-254	395.14	NA
Total 53365:							395.14	
53366	12/26/25	BERNICKS	10432267	12/03/2025	1	609-49750-252	2,177.80	BEER
53366	12/26/25	BERNICKS	10432267	12/03/2025	2	609-49750-254	120.00	NA
53366	12/26/25	BERNICKS	10432268	12/03/2025	1	609-49750-254	20.00	NA
53366	12/26/25	BERNICKS	10432269	12/03/2025	1	609-49750-252	123.96-	CREDIT BEER
53366	12/26/25	BERNICKS	10432270	12/03/2025	1	609-49750-259	87.75-	CREDIT OTHER FOR RESALE
53366	12/26/25	BERNICKS	10434456	12/10/2025	1	609-49750-252	2,603.00	BEER
53366	12/26/25	BERNICKS	10434458	12/10/2025	1	609-49750-254	20.00	NA
53366	12/26/25	BERNICKS	10434459	12/10/2025	1	609-49750-252	581.00-	CREDIT BEER
53366	12/26/25	BERNICKS	10436986	12/17/2025	1	609-49750-252	1,325.20	BEER
53366	12/26/25	BERNICKS	10436987	12/17/2025	1	609-49750-254	96.96	NA
Total 53366:							5,570.25	
53367	12/26/25	BREAKTHRU BEVERAGE MN W	124586423	12/04/2025	1	609-49750-251	2,903.85	LIQUOR
53367	12/26/25	BREAKTHRU BEVERAGE MN W	124586423	12/04/2025	2	609-49750-259	301.61-	CREDIT OTHER FOR RESALE
53367	12/26/25	BREAKTHRU BEVERAGE MN W	124586423	12/04/2025	3	609-49750-253	2,792.22	WINE
53367	12/26/25	BREAKTHRU BEVERAGE MN W	124586423	12/04/2025	4	609-49750-333	99.90	DELIVERY
Total 53367:							5,494.36	
53368	12/26/25	BREAKTHRU BEVERAGE MN W	124609677	12/04/2025	1	609-49750-251	180.00	LIQUOR
53368	12/26/25	BREAKTHRU BEVERAGE MN W	124609677	12/04/2025	2	609-49750-333	3.70	DELIVERY
53368	12/26/25	BREAKTHRU BEVERAGE MN W	124698262	12/11/2025	1	609-49750-251	1,313.22	LIQUOR
53368	12/26/25	BREAKTHRU BEVERAGE MN W	124698262	12/11/2025	2	609-49750-253	152.00	WINE
53368	12/26/25	BREAKTHRU BEVERAGE MN W	124698262	12/11/2025	3	609-49750-333	31.45	DELIVERY
53368	12/26/25	BREAKTHRU BEVERAGE MN W	124809142	12/18/2025	1	609-49750-251	356.97	LIQUOR
53368	12/26/25	BREAKTHRU BEVERAGE MN W	124809142	12/18/2025	2	609-49750-333	1.86	DELIVERY
53368	12/26/25	BREAKTHRU BEVERAGE MN W	124814239	12/18/2025	1	609-49750-251	2,886.50	LIQUOR
53368	12/26/25	BREAKTHRU BEVERAGE MN W	124814239	12/18/2025	2	609-49750-333	78.33	DELIVERY
53368	12/26/25	BREAKTHRU BEVERAGE MN W	414259401	12/09/2025	1	609-49750-251	197.75-	CREDIT LIQUOR
53368	12/26/25	BREAKTHRU BEVERAGE MN W	414259401	12/09/2025	2	609-49750-333	1.85-	CREDIT DELIVERY
Total 53368:							4,804.43	
53369	12/26/25	C & L DISTRIBUTING CO.	2215704	12/03/2025	1	609-49750-259	700.00	OTHER FOR RESALE
53369	12/26/25	C & L DISTRIBUTING CO.	2215706	12/03/2025	1	609-49750-217	160.00	OTHER OPERATING SUPPLIES
53369	12/26/25	C & L DISTRIBUTING CO.	2215706	12/03/2025	2	609-49750-252	7,750.35	BEER
53369	12/26/25	C & L DISTRIBUTING CO.	2215706	12/03/2025	3	609-49750-254	572.04	NA
53369	12/26/25	C & L DISTRIBUTING CO.	2219452	12/10/2025	1	609-49750-259	270.00	OTHER FOR RESALE
53369	12/26/25	C & L DISTRIBUTING CO.	2219453	12/10/2025	1	609-49750-251	210.00	LIQUOR
53369	12/26/25	C & L DISTRIBUTING CO.	2219453	12/10/2025	2	609-49750-252	8,680.43	BEER
53369	12/26/25	C & L DISTRIBUTING CO.	2219453	12/10/2025	3	609-49750-253	299.00	WINE
53369	12/26/25	C & L DISTRIBUTING CO.	2219453	12/10/2025	4	609-49750-254	45.00	NA
53369	12/26/25	C & L DISTRIBUTING CO.	3702001148	12/03/2025	1	609-49750-252	45.35-	CREDIT BEER

Check Number	Check Issue Date	Payee	Invoice Number	Invoice Date	In S	Invoice GL Account	Check Amount	Description
53369	12/26/25	C & L DISTRIBUTING CO.	3702001156	12/10/2025	1	609-49750-254	9.64-	CREDIT NA
53369	12/26/25	C & L DISTRIBUTING CO.	3702001157	12/10/2025	1	609-49750-252	8.00-	CREDIT BEER
Total 53369:							18,623.83	
53370	12/26/25	COOPER, STEVE & BECKY	30-1291-00	12/09/2025	1	001-10005	20.62	CREDIT ON FINAL WATER BILL
Total 53370:							20.62	
53371	12/26/25	CRYSTAL SPRINGS ICE	02-503301	12/11/2025	1	609-49750-259	144.56	OTHER FOR RESALE
53371	12/26/25	CRYSTAL SPRINGS ICE	02-503301	12/11/2025	2	609-49750-333	4.00	DELIVERY
Total 53371:							148.56	
53372	12/26/25	DAHLHEIMER DISTRIBUTING C	2638853	12/02/2025	1	609-49750-251	1,175.00	LIQUOR
53372	12/26/25	DAHLHEIMER DISTRIBUTING C	2638853	12/02/2025	2	609-49750-252	14,687.05	BEER
53372	12/26/25	DAHLHEIMER DISTRIBUTING C	2638853	12/02/2025	3	609-49750-253	282.00	WINE
53372	12/26/25	DAHLHEIMER DISTRIBUTING C	2638853	12/02/2025	4	609-49750-254	164.00	NA
53372	12/26/25	DAHLHEIMER DISTRIBUTING C	2638853	12/02/2025	5	609-49750-259	148.00	OTHER FOR RESALE
53372	12/26/25	DAHLHEIMER DISTRIBUTING C	2644136	12/09/2025	1	609-49750-252	9,086.15	BEER
53372	12/26/25	DAHLHEIMER DISTRIBUTING C	2644136	12/09/2025	2	609-49750-253	170.00	WINE
53372	12/26/25	DAHLHEIMER DISTRIBUTING C	2644136	12/09/2025	3	609-49750-254	74.15	NA
53372	12/26/25	DAHLHEIMER DISTRIBUTING C	2644136	12/09/2025	4	609-49750-259	3.42-	CREDIT OTHER FOR RESALE
53372	12/26/25	DAHLHEIMER DISTRIBUTING C	2644684	12/08/2025	1	609-49750-252	188.40-	CREDIT BEER
53372	12/26/25	DAHLHEIMER DISTRIBUTING C	2650274	12/15/2025	1	609-49750-252	327.75-	CREDIT BEER
Total 53372:							25,266.78	
53373	12/26/25	FRITZE, WARREN & BETTY	11-8002-22	12/24/2025	1	001-10005	153.65	CREDIT ON FINAL WATER BILL
Total 53373:							153.65	
53374	12/26/25	GRANITE CITY JOBBING	497108	12/05/2025	1	609-49750-254	54.30	NA
53374	12/26/25	GRANITE CITY JOBBING	497108	12/05/2025	2	609-49750-256	331.90	TOBACCO
53374	12/26/25	GRANITE CITY JOBBING	497108	12/05/2025	3	609-49750-259	516.30	OTHER FOR RESALE
53374	12/26/25	GRANITE CITY JOBBING	497109	12/05/2025	1	609-49750-259	100.00	OTHER FOR RESALE
53374	12/26/25	GRANITE CITY JOBBING	497748	12/12/2025	1	609-49750-259	45.67	OTHER FOR RESALE
53374	12/26/25	GRANITE CITY JOBBING	497748	12/12/2025	2	609-49750-256	27.11	TOBACCO
53374	12/26/25	GRANITE CITY JOBBING	498425	12/12/2025	1	609-49750-256	142.35	TOBACCO
53374	12/26/25	GRANITE CITY JOBBING	498425	12/12/2025	2	609-49750-259	973.01	OTHER FOR RESALE
53374	12/26/25	GRANITE CITY JOBBING	499592	12/19/2025	1	609-49750-259	45.96	OTHER FOR RESALE
53374	12/26/25	GRANITE CITY JOBBING	499592	12/19/2025	2	609-49750-256	592.42	TOBACCO
53374	12/26/25	GRANITE CITY JOBBING	499592	12/19/2025	3	609-49750-333	10.00	DELIVERY
Total 53374:							2,839.02	
53375	12/26/25	JOHNSON BROTHERS LIQUOR	2936979	12/02/2025	1	609-49750-251	15,991.51	LIQUOR
53375	12/26/25	JOHNSON BROTHERS LIQUOR	2936979	12/02/2025	2	609-49750-253	1,728.24	WINE
53375	12/26/25	JOHNSON BROTHERS LIQUOR	2936979	12/02/2025	3	609-49750-254	222.00	NA
53375	12/26/25	JOHNSON BROTHERS LIQUOR	2936979	12/02/2025	4	609-49750-333	269.98	DELIVERY
53375	12/26/25	JOHNSON BROTHERS LIQUOR	2942187	12/09/2025	1	609-49750-253	225.15	WINE
53375	12/26/25	JOHNSON BROTHERS LIQUOR	2942187	12/09/2025	2	609-49750-251	6,396.58	LIQUOR
53375	12/26/25	JOHNSON BROTHERS LIQUOR	2942187	12/09/2025	3	609-49750-333	126.10	DELIVERY
53375	12/26/25	JOHNSON BROTHERS LIQUOR	2945911	12/12/2025	1	609-49750-251	3,828.10	LIQUOR
53375	12/26/25	JOHNSON BROTHERS LIQUOR	2945911	12/12/2025	2	609-49750-333	38.80	DELIVERY
Total 53375:							28,826.46	

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53376	12/26/25	KLOCKOW BREWING COMPAN	7990	12/11/2025	1	609-49750-252	135.00	BEER
53376	12/26/25	KLOCKOW BREWING COMPAN	7990	12/11/2025	2	609-49750-254	72.00	NA
Total 53376:								207.00
53377	12/26/25	M. AMUNDSON LLP	414820	12/08/2025	1	609-49750-256	321.48	TOBACCO
53377	12/26/25	M. AMUNDSON LLP	414820	12/08/2025	2	609-49750-259	60.20	OTHER FOR RESALE
53377	12/26/25	M. AMUNDSON LLP	414820	12/08/2025	3	609-49750-217	12.00	OTHER OPERATING SUPPLIES
53377	12/26/25	M. AMUNDSON LLP	415348	12/16/2025	1	609-49750-217	132.38	OTHER OPERATING SUPPLIES
53377	12/26/25	M. AMUNDSON LLP	415348	12/16/2025	2	609-49750-256	843.05	TOBACCO
Total 53377:								1,369.11
53378	12/26/25	MID-MN INSPECTIONS LLC	1206	12/14/2025	1	101-42400-300	2,046.70	CONTRACTED BLDG OFFICIAL-NOV BILLING
Total 53378:								2,046.70
53379	12/26/25	MILACA AREA TOURISM BUREA	OCT RECEIP	11/30/2025	1	101-31410	771.27	LODGING TAX-NOVEMBER
Total 53379:								771.27
53380	12/26/25	MILLE LACS CO. ASSESSOR	120925	12/09/2025	1	101-41550-300	14,666.00	2025 ASSESSMENTS
Total 53380:								14,666.00
53381	12/26/25	MILLER, MARTIN	31-8520-01	12/19/2025	1	001-10005	7.79	CREDIT ON FINAL WATER BILL
Total 53381:								7.79
53382	12/26/25	MN PEIP	1582469	12/10/2025	1	101-21706	33,292.46	MEDICAL INS-JAN
Total 53382:								33,292.46
53383	12/26/25	PHILLIPS WINE AND SPIRITS	5087287	12/02/2025	1	609-49750-251	1,110.70	LIQUOR
53383	12/26/25	PHILLIPS WINE AND SPIRITS	5087287	12/02/2025	2	609-49750-253	1,151.80	WINE
53383	12/26/25	PHILLIPS WINE AND SPIRITS	5087287	12/02/2025	3	609-49750-254	56.10	NA
53383	12/26/25	PHILLIPS WINE AND SPIRITS	5087287	12/02/2025	4	609-49750-333	60.14	DELIVERY
53383	12/26/25	PHILLIPS WINE AND SPIRITS	5091153	12/09/2025	1	609-49750-251	2,904.80	LIQUOR
53383	12/26/25	PHILLIPS WINE AND SPIRITS	5091153	12/09/2025	2	609-49750-253	88.00	WINE
53383	12/26/25	PHILLIPS WINE AND SPIRITS	5091153	12/09/2025	3	609-49750-333	70.81	DELIVERY
Total 53383:								5,442.35
53384	12/26/25	RED BULL DISTRIBUTION CO IN	2029612951-	12/01/2025	1	609-49750-254	5.25-	CREDIT NA
53384	12/26/25	RED BULL DISTRIBUTION CO IN	2030103618	11/04/2025	1	609-49750-254	7.00-	CREDIT NA
53384	12/26/25	RED BULL DISTRIBUTION CO IN	5020181566	12/02/2025	1	609-49750-254	223.93	NA
Total 53384:								211.68
53385	12/26/25	SCHMATZ, TODD	31-8585-00	12/22/2025	1	001-10005	71.55	CREDIT ON FINAL WATER BILL
Total 53385:								71.55
53386	12/26/25	SOUTHERN GLAZERS OF MN	2700595	12/05/2025	1	609-49750-259	66.67-	CREDIT OTHER FOR RESALE
53386	12/26/25	SOUTHERN GLAZERS OF MN	2700595	12/05/2025	2	609-49750-251	9,469.80	LIQUOR
53386	12/26/25	SOUTHERN GLAZERS OF MN	2700595	12/05/2025	3	609-49750-333	114.69	DELIVERY
53386	12/26/25	SOUTHERN GLAZERS OF MN	2700596	12/05/2025	1	609-49750-253	3,497.96	WINE
53386	12/26/25	SOUTHERN GLAZERS OF MN	2700596	12/05/2025	2	609-49750-259	89.96-	CREDIT OTHER FOR RESALE

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53386	12/26/25	SOUTHERN GLAZERS OF MN	2700596	12/05/2025	3	609-49750-333	86.80	DELIVERY
53386	12/26/25	SOUTHERN GLAZERS OF MN	2706071	12/19/2025	1	609-49750-259	38.88-	CREDIT OTHER FOR RESALE
53386	12/26/25	SOUTHERN GLAZERS OF MN	2706071	12/19/2025	2	609-49750-251	15,402.97	LIQUOR
53386	12/26/25	SOUTHERN GLAZERS OF MN	2706071	12/19/2025	3	609-49750-333	163.66	DELIVERY
53386	12/26/25	SOUTHERN GLAZERS OF MN	2706072	12/19/2025	1	609-49750-253	540.28	WINE
53386	12/26/25	SOUTHERN GLAZERS OF MN	2706072	12/19/2025	2	609-49750-333	10.85	DELIVERY
Total 53386:								29,091.50
53387	12/26/25	STANLEY, CRYSTALIE	11-0320-00	12/09/2025	1	001-10005	64.28	CREDIT ON FINAL WATER BILL
Total 53387:								64.28
53388	12/26/25	TAPES PLUS ADVERTISING	17131	12/07/2025	1	609-49750-343	275.00	ADVERTISING
Total 53388:								275.00
53389	12/26/25	TRUE FABRICATIONS, INC.	1680155	12/04/2025	1	609-49750-259	487.89	OTHER FOR RESALE
Total 53389:								487.89
53390	12/26/25	VIKING BOTTLING CO.	3828082	12/05/2025	1	609-49750-254	227.40	NA
53390	12/26/25	VIKING BOTTLING CO.	3828163	12/12/2025	1	609-49750-254	247.70	NA
53390	12/26/25	VIKING BOTTLING CO.	3838247	12/19/2025	1	609-49750-254	266.90	NA
Total 53390:								742.00
53391	12/26/25	VINOCOPIA	0387359-IN	12/19/2025	1	609-49750-251	279.25	LIQUOR
53391	12/26/25	VINOCOPIA	0387359-IN	12/19/2025	2	609-49750-253	272.00	WINE
53391	12/26/25	VINOCOPIA	0387359-IN	12/19/2025	3	609-49750-333	10.00	DELIVERY
Total 53391:								561.25
53392	12/26/25	WATSON COMPANY	154282	12/02/2025	1	609-49750-256	483.60	TOBACCO
53392	12/26/25	WATSON COMPANY	154282	12/02/2025	2	609-49750-259	34.29	OTHER FOR RESALE
53392	12/26/25	WATSON COMPANY	154282	12/02/2025	3	609-49750-333	6.00	DELIVERY
53392	12/26/25	WATSON COMPANY	154598	12/16/2025	1	609-49750-256	371.52	TOBACCO
53392	12/26/25	WATSON COMPANY	154598	12/16/2025	2	609-49750-333	6.00	DELIVERY
Total 53392:								901.41
53393	01/09/26	AMAZON CAPITAL SERVICES IN	14Y7-D4F7-	12/31/2025	1	101-41940-201	51.62	OFFICE SUPPLIES-CITY
53393	01/09/26	AMAZON CAPITAL SERVICES IN	14Y7-D4F7-	12/31/2025	2	101-41940-217	56.56	FACIAL TISSUES/TP-CITY
53393	01/09/26	AMAZON CAPITAL SERVICES IN	14Y7-D4F7-	12/31/2025	3	101-41940-437	164.94	MEMORY MODULES-CITY
53393	01/09/26	AMAZON CAPITAL SERVICES IN	14Y7-D4F7-	12/31/2025	4	101-43000-221	92.12	CIGARETTE LIGHTER SPLITTER/SEAL KIT-PW
53393	01/09/26	AMAZON CAPITAL SERVICES IN	14Y7-D4F7-	12/31/2025	5	101-45200-437	260.94	PAPER TOWELS-PARKS
53393	01/09/26	AMAZON CAPITAL SERVICES IN	14Y7-D4F7-	12/31/2025	6	101-45500-217	86.98	PAPER TOWELS-LIBRARY
53393	01/09/26	AMAZON CAPITAL SERVICES IN	14Y7-D4F7-	12/31/2025	7	602-49400-401	218.24	REZNOR PRODUCT-WATER
53393	01/09/26	AMAZON CAPITAL SERVICES IN	14Y7-D4F7-	12/31/2025	8	609-49750-217	69.78	BEER CAN RINGS-LIQUOR
53393	01/09/26	AMAZON CAPITAL SERVICES IN	14Y7-D4F7-	12/31/2025	9	101-42110-437	6.39	CABLE PROTECTOR-POLICE
Total 53393:								1,007.57
53394	01/09/26	ASCAP	1000067477	12/20/2025	1	101-41940-433	458.00	2026 LICENSE FEES
Total 53394:								458.00
53395	01/09/26	AT&T MOBILITY	2873260566	12/25/2025	1	101-42280-321	38.73	FIRE TABLET

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53395	01/09/26	AT&T MOBILITY	2873260566	12/25/2025	2	101-42110-321	489.82	POLICE-12 LINES
Total 53395:							528.55	
53396	01/09/26	AT&T MOBILITY	2873260586	12/25/2025	1	602-49400-321	160.92	WATER-4 LINES
53396	01/09/26	AT&T MOBILITY	2873260586	12/25/2025	2	101-43000-321	90.98	PUBLIC WORKS-2 LINES
53396	01/09/26	AT&T MOBILITY	2873260586	12/25/2025	3	101-41940-321	87.22	ADMINISTRATION-2 LINES
53396	01/09/26	AT&T MOBILITY	2873260586	12/25/2025	4	609-49750-343	41.73	LIQUOR STORE DIGITAL SIGN
Total 53396:							380.85	
53397	01/09/26	AW RESEARCH LABORATORIE	76264	12/30/2025	1	603-49450-310	108.00	SEWER TESTNG
53397	01/09/26	AW RESEARCH LABORATORIE	76363	12/31/2025	1	602-49400-310	75.00	ANNUAL FEE
Total 53397:							183.00	
53398	01/09/26	AXON ENTERPRISE, INC.	INUS400896	12/01/2025	1	101-42110-240	16,560.06	TASER 7-POLICE
Total 53398:							16,560.06	
53399	01/09/26	BERNICKS	10419768-1	01/05/2026	1	609-49750-252	15.00-	CREDIT BEER
53399	01/09/26	BERNICKS	10441254	12/30/2025	1	609-49750-252	1,596.70	BEER
53399	01/09/26	BERNICKS	10441255	12/30/2025	1	609-49750-254	162.88	NA
Total 53399:							1,744.58	
53400	01/09/26	BIG J'S SERVICE STATION	0003642	01/02/2026	1	101-43000-212	1,845.77	GAS-PW
53400	01/09/26	BIG J'S SERVICE STATION	0003642	01/02/2026	2	101-42280-212	408.23	GAS-FIRE
53400	01/09/26	BIG J'S SERVICE STATION	0003642	01/02/2026	3	602-49400-212	161.82	GAS-WATER
53400	01/09/26	BIG J'S SERVICE STATION	0003642	01/02/2026	4	603-49450-212	161.81	GAS-SEWER
53400	01/09/26	BIG J'S SERVICE STATION	0003642	01/02/2026	5	101-49810-212	287.41	GAS-AIRPORT
53400	01/09/26	BIG J'S SERVICE STATION	0003642	01/02/2026	6	101-45200-212	31.41	GAS-PARKS
53400	01/09/26	BIG J'S SERVICE STATION	0003642	01/02/2026	7	101-42110-212	803.96	TIRES-PD
Total 53400:							3,700.41	
53401	01/09/26	BORGHOLM TOWNSHIP	120125	12/01/2025	1	501-43100-437	530.53	3 SIGNS & INSTALLATION
Total 53401:							530.53	
53402	01/09/26	BROTHERS FIRE & SECURITY	C009475	01/01/2026	1	101-41940-310	400.00	ANNUAL MONITORING-CITY HALL
53402	01/09/26	BROTHERS FIRE & SECURITY	C009476	01/01/2026	1	101-45500-310	400.00	ANNUAL MONITORING-LIBRARY
Total 53402:							800.00	
53403	01/09/26	C & L DISTRIBUTING CO.	2223058	12/17/2025	1	609-49750-253	36.75	WINE
53403	01/09/26	C & L DISTRIBUTING CO.	2223058	12/17/2025	2	609-49750-254	78.00	NA
53403	01/09/26	C & L DISTRIBUTING CO.	2223058	12/17/2025	3	609-49750-259	118.35-	CREDIT OTHER FOR RESALE
53403	01/09/26	C & L DISTRIBUTING CO.	2223058	12/17/2025	4	609-49750-251	266.25	LIQUOR
53403	01/09/26	C & L DISTRIBUTING CO.	2223058	12/17/2025	5	609-49750-252	7,792.70	BEER
53403	01/09/26	C & L DISTRIBUTING CO.	2225477	12/23/2025	1	609-49750-259	1,069.00	OTHER FOR RESALE
53403	01/09/26	C & L DISTRIBUTING CO.	2225478	12/23/2025	1	609-49750-251	154.40	LIQUOR
53403	01/09/26	C & L DISTRIBUTING CO.	2225478	12/23/2025	2	609-49750-252	6,833.35	BEER
53403	01/09/26	C & L DISTRIBUTING CO.	2228509	12/30/2025	1	609-49750-252	19.60-	CREDIT BEER
53403	01/09/26	C & L DISTRIBUTING CO.	2228510	12/30/2025	1	609-49750-251	313.00	LIQUOR
53403	01/09/26	C & L DISTRIBUTING CO.	2228510	12/30/2025	2	609-49750-252	5,572.60	BEER
53403	01/09/26	C & L DISTRIBUTING CO.	2228510	12/30/2025	3	609-49750-253	247.35	WINE
53403	01/09/26	C & L DISTRIBUTING CO.	3702001166	12/23/2025	1	609-49750-252	80.45-	CREDIT BEER

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53422	01/09/26	JIMS MILLE LACS DISPOSAL IN	211948-0101	01/01/2026	2	101-41940-381	87.62	GARBAGE-CITY
53422	01/09/26	JIMS MILLE LACS DISPOSAL IN	211948-0101	01/01/2026	3	101-45200-384	49.28	GARBAGE-PARKS
53422	01/09/26	JIMS MILLE LACS DISPOSAL IN	212276-0101	01/01/2026	1	101-45200-384	142.02	GARBAGE-PARKS
53422	01/09/26	JIMS MILLE LACS DISPOSAL IN	219225-0101	01/01/2026	1	609-49750-384	81.90	GARBAGE - LIQUOR
53422	01/09/26	JIMS MILLE LACS DISPOSAL IN	3249517-010	01/01/2026	1	101-45200-415	148.39	CHANGING SHELTER
53422	01/09/26	JIMS MILLE LACS DISPOSAL IN	3280373-010	01/01/2026	1	101-45200-415	93.39	PORTA-POTTY REC PARK
Total 53422:							627.60	
53423	01/09/26	JOHN DEERE FINANCIAL	10729667	12/02/2025	1	101-43000-221	116.71	PARTS-PW
Total 53423:							116.71	
53424	01/09/26	JOHNSON BROTHERS LIQUOR	164160	12/29/2025	1	609-49750-251	9.00-	CREDIT LIQUOR
53424	01/09/26	JOHNSON BROTHERS LIQUOR	2947332	12/16/2025	1	609-49750-251	6,018.50	LIQUOR
53424	01/09/26	JOHNSON BROTHERS LIQUOR	2947332	12/16/2025	2	609-49750-253	668.75	WINE
53424	01/09/26	JOHNSON BROTHERS LIQUOR	2947332	12/16/2025	3	609-49750-333	120.28	DELIVERY
53424	01/09/26	JOHNSON BROTHERS LIQUOR	2957138	12/27/2025	1	609-49750-251	17.00	LIQUOR
53424	01/09/26	JOHNSON BROTHERS LIQUOR	2957139	12/27/2025	1	609-49750-253	200.00	WINE
53424	01/09/26	JOHNSON BROTHERS LIQUOR	2957139	12/27/2025	2	609-49750-333	9.70	DELIVERY
Total 53424:							7,025.23	
53425	01/09/26	KEN JUETTEN ELECTRIC INC	1745	12/21/2025	1	609-49750-401	225.00	HOOK UP WATER HEATER-LIQUOR
Total 53425:							225.00	
53426	01/09/26	KOCHS HARDWARE HANK	3181-123125	12/31/2025	1	101-41940-437	6.99	SILICONE-CITY
53426	01/09/26	KOCHS HARDWARE HANK	3181-123125	12/31/2025	2	101-42280-217	29.97	FIRE STARTER/TONGS-FIRE
53426	01/09/26	KOCHS HARDWARE HANK	3181-123125	12/31/2025	3	101-43000-217	94.96	BATTERIES/GLOVES-PW
53426	01/09/26	KOCHS HARDWARE HANK	3181-123125	12/31/2025	4	101-45200-437	53.95	CLEANING SUPPLIES-PARKS
53426	01/09/26	KOCHS HARDWARE HANK	3181-123125	12/31/2025	5	101-45500-401	14.99	LIGHT BULBS-LIBRARY
53426	01/09/26	KOCHS HARDWARE HANK	3181-123125	12/31/2025	6	602-49400-217	13.99	BULB-WATER
53426	01/09/26	KOCHS HARDWARE HANK	3181-123125	12/31/2025	7	602-49400-240	124.98	HEATER-WATER
53426	01/09/26	KOCHS HARDWARE HANK	3181-123125	12/31/2025	8	602-49400-322	14.58	POSTAGE-WATER
53426	01/09/26	KOCHS HARDWARE HANK	3181-123125	12/31/2025	9	602-49400-437	7.96	SINGLE CUT KEYS-WATER
Total 53426:							362.37	
53427	01/09/26	L.E.L.S.	238-0126	01/01/2026	1	101-21710	292.00	JANUARY UNION DUES-PD
Total 53427:							292.00	
53428	01/09/26	LEAGUE OF MINNESOTA CITIE	010126	01/01/2026	1	101-41110-433	30.00	MAYOR MEMBERSHIP 2026
53428	01/09/26	LEAGUE OF MINNESOTA CITIE	441586	01/01/2026	1	101-41940-433	4,196.00	2026 MEMBERSHIP DUES
Total 53428:							4,226.00	
53429	01/09/26	MEYERS MILACA PARTS CITY	2071-123125	12/31/2025	1	101-43000-215	36.27	SHOP SUPPLIES-PW
53429	01/09/26	MEYERS MILACA PARTS CITY	2071-123125	12/31/2025	2	101-43000-221	176.53	PARTS-PW
53429	01/09/26	MEYERS MILACA PARTS CITY	2071-123125	12/31/2025	3	101-43000-217	143.44	OTHER OPERATING SUPPLIES-PW
Total 53429:							356.24	
53430	01/09/26	MILACA AUTO VALUE	1302823-122	12/25/2025	1	101-42110-221	26.98	WIPER BLADES-PD
53430	01/09/26	MILACA AUTO VALUE	1302823-122	12/25/2025	2	101-42280-221	43.98	WIPER BLADE-FIRE

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53443	01/09/26	STANTEC	2506292	01/06/2026	2	602-49400-303	593.00	HWY 23 PROJECT WATER ENGINEER
53443	01/09/26	STANTEC	2506292	01/06/2026	3	602-49400-303	426.00	WATER TOWER
53443	01/09/26	STANTEC	2506292	01/06/2026	4	101-41120-310	484.00	PLANNER CONSULTANT
53443	01/09/26	STANTEC	2506293	01/06/2026	1	101-43000-303	1,976.00	GENERAL ENGINEERING
53443	01/09/26	STANTEC	2506296	01/06/2026	1	602-49400-303	1,378.50	WELLHEAD PROTECTION PLAN
53443	01/09/26	STANTEC	2506298	01/06/2026	1	602-49400-303	2,431.00	HWY 23 PROJECT WATER ENGINEER
53443	01/09/26	STANTEC	2506298	01/06/2026	2	603-49450-303	2,666.00	HWY 23 PROJECT SEWER ENGINEER
53443	01/09/26	STANTEC	2506299	01/06/2026	1	602-49400-303	579.38	HWY 23 PROJECT WATER ENGINEER
53443	01/09/26	STANTEC	2506299	01/06/2026	2	603-49450-303	579.37	HWY 23 PROJECT SEWER ENGINEER
Total 53443:							11,779.59	
53444	01/09/26	STAR PUBLICATIONS	2025CI-3373	12/31/2025	1	609-49750-343	190.00	ADVERTISING
Total 53444:							190.00	
53445	01/09/26	TACTICAL LLC	75561	12/08/2025	1	609-49750-259	268.60	OTHER FOR RESALE
Total 53445:							268.60	
53446	01/09/26	ULINE	202149169	12/22/2025	1	101-41940-217	400.52	BATH TISSUE-CITY
Total 53446:							400.52	
821816	12/24/25	U.S. POSTMASTER	12242025	12/24/2025	1	602-49400-322	229.78	DECEMBER WATER BILLS-WATER
821816	12/24/25	U.S. POSTMASTER	12242025	12/24/2025	2	603-49450-322	229.78	DECEMBER WATER BILLS-SEWER
Total 821816:							459.56	
821817	01/08/26	BENTON COMMUNICATIONS	0238009623-	01/01/2026	1	101-42280-321	88.39	PHONE SERVICE - FIRE
Total 821817:							88.39	
821818	01/08/26	BENTON COMMUNICATIONS	0238009658-	01/01/2026	1	101-45500-321	130.32	PHONE SERVICE - LIBRARY
821818	01/08/26	BENTON COMMUNICATIONS	0238009658-	01/01/2026	2	101-43000-321	88.45	PHONE SERVICE - PW
821818	01/08/26	BENTON COMMUNICATIONS	0238009658-	01/01/2026	3	101-42110-321	196.11	PHONE SERVICE - POLICE
821818	01/08/26	BENTON COMMUNICATIONS	0238009658-	01/01/2026	4	101-41940-321	284.07	PHONE SERVICE - CITY HALL
821818	01/08/26	BENTON COMMUNICATIONS	0238009658-	01/01/2026	5	619-49900-321	58.16	PHONE SERVICE - DEP REG
821818	01/08/26	BENTON COMMUNICATIONS	0238009658-	01/01/2026	6	101-45200-321	64.95	PHONE SERVICE - PARKS
821818	01/08/26	BENTON COMMUNICATIONS	0238009658-	01/01/2026	7	101-49810-321	88.39	PHONE SERVICE - AIRPORT
821818	01/08/26	BENTON COMMUNICATIONS	0238009658-	01/01/2026	8	602-49400-321	93.45	PHONE SERVICE - WATER
821818	01/08/26	BENTON COMMUNICATIONS	0238009658-	01/01/2026	9	609-49750-321	161.14	PHONE SERVICE - LIQUOR STORE
Total 821818:							1,165.04	
821819	01/08/26	CENTERPOINT ENERGY	5826769-1-0	12/15/2025	1	609-49750-381	652.32	GAS - LIQUOR STORE
Total 821819:							652.32	
821820	01/08/26	CENTERPOINT ENERGY	8000014099-	12/23/2025	1	101-42280-381	322.29	FIRE HALL
821820	01/08/26	CENTERPOINT ENERGY	8000014099-	12/23/2025	2	208-45600-381	338.45	HISTORICAL SOCIETY
821820	01/08/26	CENTERPOINT ENERGY	8000014099-	12/23/2025	3	101-43000-381	1,334.97	PUBLIC WORKS
821820	01/08/26	CENTERPOINT ENERGY	8000014099-	12/23/2025	4	101-49010-381	235.47	SENIOR CENTER
821820	01/08/26	CENTERPOINT ENERGY	8000014099-	12/23/2025	5	101-41940-381	496.51	CITY HALL
821820	01/08/26	CENTERPOINT ENERGY	8000014099-	12/23/2025	6	602-49400-381	474.87	WATER PLANT
821820	01/08/26	CENTERPOINT ENERGY	8000014099-	12/23/2025	7	101-45500-381	850.94	LIBRARY
821820	01/08/26	CENTERPOINT ENERGY	8000014099-	12/23/2025	8	101-45200-381	212.76	GORECKI BLDG

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-10005	317.89	.00	317.89
001-20200	.00	317.89-	317.89-
101-20200	.00	151,160.00-	151,160.00-
101-21701	5,685.22	.00	5,685.22
101-21702	2,745.57	.00	2,745.57
101-21703	7,996.62	.00	7,996.62
101-21704	12,326.22	.00	12,326.22
101-21706	33,292.46	.00	33,292.46
101-21707	787.63	.00	787.63
101-21708	325.00	.00	325.00
101-21709	96.00	.00	96.00
101-21710	292.00	.00	292.00
101-21712	1,757.79	.00	1,757.79
101-31410	771.27	.00	771.27
101-41110-351	80.50	.00	80.50
101-41110-433	30.00	.00	30.00
101-41120-310	484.00	.00	484.00
101-41550-300	14,666.00	.00	14,666.00
101-41610-304	6,011.78	.00	6,011.78
101-41940-201	51.62	.00	51.62
101-41940-217	457.08	.00	457.08
101-41940-310	1,086.27	.00	1,086.27
101-41940-321	371.29	.00	371.29
101-41940-381	1,409.22	.00	1,409.22
101-41940-433	4,654.00	.00	4,654.00
101-41940-437	188.92	.00	188.92
101-42110-212	803.96	.00	803.96
101-42110-221	26.98	.00	26.98
101-42110-240	16,560.06	.00	16,560.06
101-42110-310	1,446.25	.00	1,446.25
101-42110-321	831.32	.00	831.32
101-42110-437	281.85	.00	281.85
101-42280-212	408.23	.00	408.23
101-42280-217	29.97	.00	29.97
101-42280-221	43.98	.00	43.98
101-42280-321	127.12	.00	127.12
101-42280-381	1,695.59	.00	1,695.59
101-42280-384	25.00	.00	25.00
101-42280-434	1,920.00	.00	1,920.00
101-42400-300	2,046.70	.00	2,046.70
101-43000-212	1,845.77	.00	1,845.77
101-43000-215	36.27	.00	36.27
101-43000-217	238.40	.00	238.40
101-43000-221	4,283.11	.00	4,283.11
101-43000-303	2,642.34	.00	2,642.34
101-43000-321	329.43	.00	329.43
101-43000-380	3,020.71	.00	3,020.71
101-43000-381	1,843.27	.00	1,843.27
101-43000-433	318.75	.00	318.75
101-43000-434	258.04	.00	258.04
101-45200-212	31.41	.00	31.41
101-45200-310	93.15	.00	93.15
101-45200-321	64.95	.00	64.95
101-45200-381	421.82	.00	421.82
101-45200-384	191.30	.00	191.30
101-45200-415	241.78	.00	241.78
101-45200-437	397.23	.00	397.23

GL Account	Debit	Credit	Proof
101-45500-217	86.98	.00	86.98
101-45500-310	439.01	.00	439.01
101-45500-321	130.32	.00	130.32
101-45500-381	1,497.73	.00	1,497.73
101-45500-401	14.99	.00	14.99
101-49010-381	318.90	.00	318.90
101-49010-401	9,381.00	.00	9,381.00
101-49810-212	287.41	.00	287.41
101-49810-310	444.95	.00	444.95
101-49810-321	88.39	.00	88.39
101-49810-381	377.87	.00	377.87
101-49810-437	21.25	.00	21.25
208-20200	.00	555.79-	555.79-
208-45600-381	555.79	.00	555.79
303-20200	.00	50,073.75-	50,073.75-
303-47000-601	45,000.00	.00	45,000.00
303-47000-611	5,073.75	.00	5,073.75
350-20200	.00	39,061.25-	39,061.25-
350-47000-601	30,000.00	.00	30,000.00
350-47000-611	9,061.25	.00	9,061.25
388-20200	.00	54,500.00-	54,500.00-
388-47000-601	50,000.00	.00	50,000.00
388-47000-611	4,500.00	.00	4,500.00
501-20200	.00	93,257.34-	93,257.34-
501-43100-405	92,726.81	.00	92,726.81
501-43100-437	530.53	.00	530.53
602-20200	.00	48,238.64-	48,238.64-
602-49400-212	161.82	.00	161.82
602-49400-216	2,373.30	.00	2,373.30
602-49400-217	13.99	.00	13.99
602-49400-218	601.62	.00	601.62
602-49400-240	124.98	.00	124.98
602-49400-303	5,407.88	.00	5,407.88
602-49400-310	75.00	.00	75.00
602-49400-321	254.37	.00	254.37
602-49400-322	244.36	.00	244.36
602-49400-343	36.22	.00	36.22
602-49400-381	3,743.02	.00	3,743.02
602-49400-401	218.24	.00	218.24
602-49400-408	34,001.18	.00	34,001.18
602-49400-433	974.70	.00	974.70
602-49400-437	7.96	.00	7.96
603-20200	.00	6,120.14-	6,120.14-
603-49450-212	161.81	.00	161.81
603-49450-303	3,245.37	.00	3,245.37
603-49450-310	1,389.40	.00	1,389.40
603-49450-322	229.78	.00	229.78
603-49450-381	1,093.78	.00	1,093.78
609-20200	3,383.45	206,401.82-	203,018.37-
609-49750-217	374.16	.00	374.16
609-49750-251	76,617.26	206.75-	76,410.51
609-49750-252	93,053.10	1,738.61-	91,314.49
609-49750-253	13,323.59	.00	13,323.59
609-49750-254	3,533.20	21.89-	3,511.31
609-49750-256	3,732.21	.00	3,732.21
609-49750-259	6,676.16	1,414.35-	5,261.81
609-49750-310	790.87	.00	790.87
609-49750-321	161.14	.00	161.14
609-49750-333	1,434.90	1.85-	1,433.05

GL Account	Debit	Credit	Proof
609-49750-343	506.73	.00	506.73
609-49750-381	2,956.47	.00	2,956.47
609-49750-384	81.90	.00	81.90
609-49750-401	3,160.13	.00	3,160.13
619-20200	.00	58.16-	58.16-
619-49900-321	58.16	.00	58.16
Grand Totals:	653,128.23	653,128.23-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

RESOLUTION #26-01

RESOLUTION APPOINTING ELECTION JUDGES AND DESIGNATING POLLING HOURS AND LOCATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILACA, MINNESOTA;

1. Polling hours to be set from 7:00 a.m. to 8:00 p.m. for the following 2026 elections:

State Primary	August 11
General Elections	November 3

2. Polling place is Milaca City Hall, 255 1st Street E, Milaca, MN 56353.
3. To appoint the following election judges:

Ardy Becklin
Michelle Czech
Jessica Humphreys
Deloris Katke
Ginger Martin
Mary Mickelson
Mary Niedzielski
Tammy Pfaff
Holly Runyon-Martinson
Karen Schlenker

4. To appoint Mary Mickelson and Tammy Pfaff as head election judges.

Adopted this 15th day of January, 2026.

Mayor Dave Dillon

ATTEST

Tammy Pfaff, City Manager



LIABILITY COVERAGE – WAIVER FORM

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

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: _____

RESOLUTION #26-02

RESOLUTION SETTING ANNUAL APPOINTMENTS AND
OFFICIAL DESIGNATIONS FOR 2026

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Milaca, hereby sets the following annual appointments and official designations for 2026:

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: 3rd Thursday of the Month at 6:00 p.m.

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	12/31/2028 (TBD)
Council Member-Tim Poorker	12/31/2026 (Annual Designation)

PLANNING COMMISSION

Brad Tolzman, Chairman	12/31/2028
Brett Freese, Secretary	12/31/2028
Joel Millam	12/31/2026
Lainy Hoskins	12/31/2027
Mitch Siemers	12/31/2026
Jake Lepper	12/31/2027
Alex Veurink	12/31/2027
Council Member-Norris Johnson	12/31/2026 (Annual Designation)

Fire Department Officers

Fire Chief 1 Jesse Gerads
Fire Chief 2 Chris Ehlen
Deputy Chief 1 Adam Solomon
Deputy Chief 2 Shawn Kadelbach
Captain 1
Captain 2 Mike Talberg
Secretary Chris Ehlen

Budget Committee

City Manager Tammy Pfaff
City Treasurer- Elizabeth Nealley
Council Member-Norris Johnson 12/31/2025 (Annual Designation)
Council Member-Ken Muller 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
Jordan DeBoer
Lainy Hoskins

Adopted this 15th day of January, 2026.

Mayor Dave Dillan

ATTEST

City Manager Tammy Pfaff

RESOLUTION NO. 26-03
RESOLUTION APPROVING BUDGET ADJUSTMENT

BE IT RESOLVED by the Milaca City Council that the Council hereby approves the following budget changes for 2026:

Act			Original		
Type	Account		Budget	Increase	Decrease
General Fund					
E	101-42110-240	Small Tools and Minor Equipment	7,500.00	16,560.00	

Adopted this 15th day of January, 2026.

Mayor Dave Dillon

ATTEST

Tammy Pfaff, City Manager

ORDINANCE NO. 553

AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS) CHAPTER 90 (RECREATION) SECTION 90.02 (HOURS AND ACCESS) OF THE CITY OF MILACA CODE OF ORDINANCES

THE CITY COUNCIL OF THE CITY OF MILACA, MINNESOTA ORDAINS AS FOLLOWS:

CHAPTER 90: RECREATION

SECTION

§ 90.02 HOURS AND ACCESS

(A) The park system shall be open to the public between the hours of 6:00 a.m. and 10:00 p.m. No person shall remain, stop, use, or be present within the confines of any park between the hours of 10:00 p.m. and 6:00 a.m. Exceptions may be made at the discretion of the City Council in the case of emergency, when contained in park permits which have been issued, or for other reasons the City Council may determine necessary or desirable. Except as outlined in a park permit, parks are subject to any other curfew hours in force in the city.

(B) Any section or part of any park may be declared closed to the public by the City Council at any time or for any interval of time, either temporarily or at regular and stated intervals, and either entirely or for certain uses as the Council shall find necessary or desirable.

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

Passed this _____ day of _____, 2025.

ATTEST:

Mayor Dave Dillan

Tammy Pfaff, City Manager

First Reading: 12-18-25

Second Reading: 01-15-26

Published: _____



Incidents Summary List

Printed On: 01/07/26 10:56

Reporting Period : 12/01/2025 - 12/31/2025

	Milaca Police Department	Total
Accident Property Damage	3	3
Accident With Injuries	2	2
Agency Assist	8	8
Alarm	13	13
Animal	4	4
Assault	1	1
Background Check	7	7
Burglary	1	1
Civil Issue	1	1
Community Contact	6	6
Disturbance	3	3
Driving Complaint	3	3
Family Services Referral	4	4
Fire	1	1
Firearms Complaint	1	1
Found Property	1	1
Fugitive	1	1
Funeral Escort	3	3
Gas Leak	1	1
Icr Misc	9	9
Juvenile Complaint	2	2
Lockout	5	5
Medical	42	42
Motorist Assist	2	2
Noise Complaint	1	1
Parking Complaint	2	2
Permits/Licenses	4	4
Property Exchange	1	1
Public Assist	21	21
Remove Unwanted	1	1
Suspicious Activity	9	9
Theft	5	5
Threats Complaint	2	2
Traffic	13	13
Transport	6	6
Trespass Complaint	3	3
Welfare Check	8	8
Zoning Violation	1	1



Milaca Police Department
255 1st St E
Milaca, MN 56353

Incidents Summary List

Printed On: 01/07/26 10:56

Reporting Period : 12/01/2025 - 12/31/2025

	Milaca Police Department	Total
Total	201	201

City of Milaca

Engineer's Report – 01/07/2026

Information in italics is new since previous report.

General Planning Assistance. Milaca - General (193800515 Task 102). General on-going assistance with planning reviews (*Evan Monson*). *Currently working on miscellaneous issues including lot split & variance for 410 2nd St NE.*

Milaca 110th Ave. (HUD grant project). (193806178). Final Contractor payment was approved in December. *Project close-process with HUD can be completed.*

Milaca Junction Addition Development - plat. (193807178). *Final Plat is still at the County for review – contacted the County Surveyor again on 1-6-26. Mylar copies can be prepared after final County comments are received.*

Milaca Junction Addition Development – street and utilities). (19380____). Municipal utilities a city street will be extended into the development. *If requested, construction plans could be prepared now so that they are ready to go when the utilities are needed.*

Part 2 Wellhead Protection Plan. (193807329). Mark Janovec is working with Gary Kirkeby on this. A Public Hearing was held on December 18, 2025. *The plan will now be finalized and submitted to the MDH for final review and approval.*

City Utilities for MnDOT project SP4801-26(TH23). (193807341). This project includes plans for sanitary sewer and water main improvements associated with the MnDOT Highway 23 project. MnDOT wants steel casings on all City water main and forcemain – we have not added casings to the plans yet in hopes that MnDOT will change this requirement. *60-Percent complete plans have been sent to MnDOT.*

Milaca Lead and Galvanized Water Service Replacement Project (19380xxxx). A water service line inventory in 2024 identified several lead and galvanized water service lines. We worked with the Public Works Supt. to prepare a grant application for funding to replace some of the identified lead and galvanized service lines. *The Minnesota Department of Health (MDH) has included Milaca in the fundable range for up to \$1,000,000 to replace water services. Plans for the project need to be to the MDH by the end of March. See separate letter regarding this project.*

Rum River Special Education Cooperative - municipal utilities. (193807442). This project will extend municipal sanitary sewer and water service across CSAH 2 from the east 5th Street SE to the property for the new school. Public Hearing to present feasibility report letter was held on 11/19/25. *Developer needs to completed easement acquisition. Authorization to complete plans was approved in December. Plans will be available this Spring.*

Rum River Special Education Cooperative – site improvements. (193800515 Task 150). The school completed some site work (including utility installation) last fall. Remaining site improvements work will be completed in 2026.

2026 Manhole Replacement Project. Street Project (1st St.). (19380____). There are a few sewer manhole structures in town that need to be repaired or replaced and two locations where new manholes need to be added. *The City should consider completing a manhole repair project in 2026 (see separate letter).*

2025-2026 Circle K High Service Diesel Project. (193800515 Task 148). A site construction kick-off meeting was held on 10/27/25. *Circle K has completed the tank installation and some site improvements. They would like to begin operating the facility this winter if they can. The site contractor intends to dispose of some excess soils on the city's property. Some site work (including sidewalk and curb on 10th Ave. SE) will not be completed until this spring.*

Milaca 2025-2026 AT&T Work on Water Tower. (19380____) (AT&T Site MILACA RELO/ FA# 10137997 / IWM WSUMW0048627). Revised Construction Drawings were submitted on 10/23/2025. *As of 12/12/25 the Building Official has reviewed plans. The City is waiting for AT&T to submit bond and insurance documents before issuing approvals. KLM will be handling the city's construction inspection on this.*

2027 Water Tower Painting Project. Milaca - General (193800515 Task 106). Project Priority List (PPL) application was submitted by Gary Kirkeby on 2/4/2025. In early 2026, we will need to start the Intended Use Plan (IUP) application process and work with KLM to get interior and exterior inspections completed. *Heidi Peper prepared a Public Facility Grant Application for this project. The first step of the grant application was submitted in November. DEED is saying that they will provide an initial ranking of applications by the end of January.*

Wastewater Treatment Plant Assistance. Milaca - General (193800515 Task 107). Peter Daniels works with Gary Kirkeby on wastewater plant issues.

- Annual Compliance Summary was received from MPCA on 4/15/2025.
- The NPDES Permit reissuance application has been submitted and received by MPCA (1/6/25). On 4/16/2025, Gary reminded MPCA that the application had been submitted.
- Mercury Minimization Plan (MMP). The MMP was submitted to the MPCA on 12/30/2024 and is still pending review. At this time, the City just needs to continue sampling for mercury.

Milaca 2027 Street Project(s). (19380____). The City could consider a street paving and maintenance project in 2027 (and beyond). Below is the most recent list of possible future projects from street planning reports.

- 3rd Avenue NW (from 5th St. to 10th St.) and 10th Street NW (from 3rd Ave. to Central Ave) – mill and overlay - 2027.
- TH-23 Improvements (city sanitary sewer and water main) - 2027.
- 10th Ave. SE and 5th St. SE (bypass area) - 2028.
- 2nd Street NW (from 3rd Ave. to Central Ave.) – reclaim and water main - 2029
- 1st Street Reconstruction (from 3rd to Central) and 2nd Ave. NW (2nd St. to 1st St) – reconstruct & water main - 2030



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

January 6, 2026

Attention: Tammy Pfaff, City Manager

City of Milaca
255 1st Street East
Milaca, MN 56353

Reference: 2026 Manhole Replacement Project – Authorize Plans and Bidding

Dear Tammy,

There are a few sewer manhole structures in town that need to be repaired or replaced and two locations where new manholes need to be added. Budget wise, not all of the structure replacement repair/replacement can be completed at one time.

For 2026 we recommend installing new manholes at the two most important locations:

1. *On Central Ave. between 3rd St. and TH-23. At this location there is presently a sewer tee with a sewer line coming from the west into the Central Avenue Sewer. A new manhole needs to be installed in Central Avenue to replace the tee. This construction needs to be completed ahead of the MnDOT TH-23 project because that project will eliminate a manhole at the traffic signal intersection.*
2. *In the alley west of Central Avenue and south of First Street. This is a dead end sewer segment where they had a tough time getting a camera through the line and are unable to clean it. A new manhole will be installed at the end of the dead-end sewer to allow access to the line.*

We have reviewed the above information with the Public Works Director and he recommends proceeding with the work. The estimated project cost at this time is \$50,000.

At this time, we request that the city authorize preparation of plans/specifications and bidding for the 2026 Manhole Replacement Project.

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

Sincerely,
STANTEC CONSULTING SERVICES INC.

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

Phil Gravel

cc: Gary Kirkeby



January 5, 2026

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

Reference: **Milaca LSL Replacement Improvements (replace water services)
Proposal for Public Engagement, Design, Administration & Construction
Services**

Dear Tammy,

Over the past two years, the City of Milaca has worked on a Lead Water Service Line Inventory as mandated by the Minnesota Department of Health (MDH) in identifying all lead and galvanized steel water services lines within its service area. In early 2025, the City applied for Lead Service Line Replacement (LSLR) grant funding through the MDH via the Drinking Water Revolving Fund (DWRF) Project Priority List (PPL) administered by the Public Facilities Authority (PFA).

Following placement on the PPL, Milaca's requested project placement on the Intended Use Plan (IUP) for fiscal year 2026. Recently, the Minnesota DWRF IUP was approved and Milaca's proposed lead service line replacement project was included in the grant fundable range with up to \$1,000,000 in grant funding to replace the 98 water services identified as being partially or fully constructed of lead or galvanized pipe. The DWRF grant does not require a local funding match and no costs are anticipated for either the City of Milaca or the 98 property owners proposed to receive a new water service.

On December 16, 2025 Stantec met with project administrators with both the MDH and PFA to discuss project funding requirements and submittal deadlines as it pertains to the Drinking Water Revolving Fund (DWRF) program for LSLR and the City of Milaca. Following this meeting, the City of Milaca requested Stantec provide this letter proposal for public engagement, preparation of construction plans, project management and administration, and construction services for the proposed Milaca LSL Replacement Improvement Project.

Task Breakdown

We have discussed this project with City staff and consulted with various members of our municipal design services team to develop a detailed work plan for this improvement project. Attached is a detailed Project Work Plan which includes a proposed project scope and work tasks for your review and consideration. The project work plan breaks the project work tasks down into three elements:

- Task 1 – Project Management and Administration.
- Task 2 - Design and Bidding.
- Task 3 - Construction Services.

Compensation and Schedule



January 5, 2026
Page 2 of 2

Reference: Milaca LSL Replacement Improvements

The enclosed Project Work Plan includes our estimated work hours and associated fees for each work task, including project reimbursable expenses. Construction of the improvements will take place over a 3 year period with improvements completed in 2026, 2027, & 2028. Additional State Funding will be required for the 2027 and 2028 construction phases.

We propose to complete the work detailed in our scope of services on an hourly rate basis, with a total cost estimated to be \$192,444.00 plus reimbursable expenses estimated at \$6,000 for a total estimated fee of \$198,444.00. **At this time, we request authorization to proceed with the project.**

The work will be completed in accordance with the terms and conditions of our Master Services Agreement from October 2021. Upon acceptance of this proposal and notification to proceed from the City, we will initiate work on the proposed tasks as described in the Work Plan. Work will be completed as needed to meet project funding deadlines as specified by PFA and MDH. Should you have any questions or concerns, please feel free to contact Phil Gravel or me.

Regards,
STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink that reads "Charles J. Boser".

Chuck Boser, PE
Associate
Phone: (320) 229-5537
Chuck.Boser@stantec.com

By signing this proposal, the City of Milaca authorizes Stantec Consulting Services Inc. to proceed with the services herein described and the Client acknowledges that this work shall be completed in accordance with the Master Service Agreement.

This proposal is accepted and agreed on the ____ day of January, 2026.

Per:
City of Milaca
Tammy Pfaff
Milaca City Manager

Signature



City of Miliaca
Miliaca LSL Replacement Improvements
Work Plan Tasks - January 2026

Task 1 - Project Management, Administration and Public Engagement

General description of work task: Coordination with impacted property owners, City Staff, Minnesota Department of Health (MDH) and Public Facilities Authority (PFA) to manage and administer the project. Draft and facilitate execution of a City / Owner agreement for Lead Service Line Replacement (LSLR) work within private property. Provide City with LSLR project information to be posted on City Website and letters to be mailed to property owners impacted by the project. Project correspondence with MDH and PFA to assure program requirements are met and grant agreements are prepared and executed. Management and coordination with City Staff, property owners and Contractor throughout project.

Assumptions:

- ~ LSLR = Lead Service Line Replacement.
- ~ 98 lead or galvanized services have been identified by the previous LSL Inventory that require replacement.
- ~ City Staff will provide LSLR property owner name, property address, mailing address and phone number to facilitate contacting the property owner.
- ~ With permission from property owners, Stantec staff will access each home proposed for water service line replacement and confirm water service material type is lead or galvanized pipe requiring replacement.
- ~ We assume that a few of the unknown services will require replacement and will be added to the project and a few of the proposed services listed for replacement will be found to be compliant and not require replacement.
- ~ Stantec Staff will document up to five (5) attempts to contact the property owner via phone, letter or in person visit to secure executed LSLR Agreement. After five attempts, the property owner will be deemed unresponsive and City Staff will be notified and may attempt to contact resident and secure execute LSLR Agreement. Unresponsive property owners at the time of project certification will not be included in the project.
- ~ Stantec Staff will work with the Minnesota Department of Health, Public Facilities Authority and City Staff to meet all agency design, bidding, construction and funding requirements.
- ~ Construction plans and specifications must be completed and submitted for MDH certification by ~March 31, 2026.

Tasks 1.1 - Develop transmittal letter explaining City's LSLR project and discussing the importance of replacing lead and Galvanized water services, anticipated impacts to property owner, project schedule, the need to execute City / Property owner LSLR agreement that will be attached to letter and providing links for additional information about LSLR. Stantec will complete mailing.

Tasks 1.2 - Work with City to develop LSLR project content to be placed on City project Website as needed.

38 Tasks 1.3 - Track resident responses to initial letter and LSLR Agreement mailing. Develop spreadsheet including resident contact information, agreement status, resident concerns, etc. Mail out second letter and LSLR agreement for to property owners who fail to respond to initial mailing.



Milaca LSL Replacement Improvements

City of Milaca

Work Plan Tasks - January 2026

Task 1.4 - Site visits and / or phone calls to property owners who fail to respond to initial mailings and / or execute LSLR Agreements. Document attempts to contact property owners. All property owners will be contacted a maximum of five times. City to provide phone numbers for property owners where possible.

Tasks 1.5 - General project management and invoicing during design, construction and project close-out phases of the LSL Replacement Improvements.

task 2 - Design Bidding Documents and Project Specifications

General description of work task: Mapping / photographs of existing conditions and preparation of construction documents detailing LSL Replacement Improvements. Complete construction plans, bidding documents and technical specifications in accordance with the regulatory agency requirements and submit for MDH review and Assumptions:

task 1 = Total Estimated Costs

General description of work task: Mapping / photographs of existing conditions and preparation of construction documents detailing LSL Replacement Improvements. Complete construction plans, bidding documents and technical specifications in accordance with the regulatory agency requirements and submit for MDH review and Assumptions:

- ~ City Staff will locate water and sewer services for all LSLR sites and all connecting sanitary sewer, storm sewer and watermain utilities potentially impacted by construction. Stantec will GPS survey location of curb stops only. All other utility mapping will be based upon G/S database provided by City. No Gopher State One Call will be conducted

~ Stanier will review the I/SUB Agreement with property owner while on site for field inspections address property owner questions facilitate execution of the

agreements, and provide executed agreements to the City of Milaca.

~ Plan set will contain title sheet (1), Legend sheet (1), Quantity Tabulation for each lump sum LSLR site (2), Construction Notes (1), Standard Details / typical sections (2), Site Location Maps (4) and LSLR Construction Plan (+/- 68) with plan view of water service replacement including aerial photo, GIS utility mapping, water / sewer service, photos, site address, property owner name and contact information, and site specific notes regarding construction.

~ Stanton Staff complete work and submit all project plans, specifications and submittal checklist to the MHD and PFA by the deadlines set by the agencies.

Tasks 2.1 - Project data collection (field work). Stantec Staff will visit and photograph each LSLR site and enter all homes / businesses scheduled for LSLR as necessary to verify water service material type and to collect the following information: Location of curb stop, note private utilities impacting service replacement, note landscaping & hardscaping possibly impacted by construction, location where service enters into home, approximate depth of service at home, condition and materials in finished / unfinished basement, obstructions to service replacement, estimate of length of service from water meter to structure foundation.

Tasks 2.2 - LSLR design, mapping and construction plan preparation for each site. Utilize aerial photos, City GIS utility mapping, and parcel / right-of-way mapping in combination with Stantec site photos, measurements and field notes to develop construction plans and tabulations to facilitate bidding and construction of the LSLR

Tasks 2.3 - Project Manual preparation. Develop Project Manual including ad for bid, construction contracts, bidding requirements, Form of Proposal, PFA Contract packet and supporting funding requirements / documents, technical construction specifications, etc.



City of Milaca
Milaca LSL Replacement Improvements
Work Plan Tasks - January 2026



Tasks 2.4 - City Stantec QA/QC review and revisions followed by MDH submittal for review and project certification.

Task 2.5 - Assist City throughout the bidding process: Facilitate advertisement of bids for project construction in Local Paper and on Quest CDN for electronic bid submittal and opening. Prepare addenda as needed for corrections, clarifications, or additions during the bidding process. Assist the City in securing electronic bid submittals, analyze bids and prepare a bid tabulation, and prepare a letter to the City summarizing the bids and recommending bid award.

Task 3 - Construction Services

General description of work task: Perform Construction Services as necessary to assure that all project work completed by the contractor conforms with project plans

Assumptions:

- ~ Construction of the improvements will take place over a 3 year period with improvements completed in 2026, 2027, & 2028 and project close-out and punch list items being completed at the end of 2028 or earlier if possible.
- ~ Stantec Staff will provide part time observation services during the work by the contractor. City Staff may supplement Stantec Staff as needed.
- ~ Stantec will enter every home post construction to verify that all work was completed in accordance with project plans and specifications as well as produce a punch list as deemed necessary to complete the work.
- ~ No construction staking, materials testing or soil compaction tests will be provided. No record plan work is required.
- ~ All necessary post construction documentation will be collected and transferred to the City and the regulatory agencies in accordance with the project funding
- ~ Contractor will coordinate and pay for all plumbing inspections required by the City.

Tasks 3.1 - Public Engagement during construction. Prepare and distribute project update letter to property owners explaining schedule for LSLR construction, anticipated construction impacts and provide contractor / inspection contact information for resident questions. Provide similar information for City to post on City project website. Note that we assume construction will be completed in up to four phases and property owner notification letters will be mailed in with each phase. Stantec will complete all mailings.

3.2 - Prepare for and attend preconstruction meeting in ~2026 and 2027. Prepare and distribute meeting minutes.

Tasks 3.2 - Stantec team will provide periodic construction observation for the critical aspects of the project as budget allows. Inspection of water service installations, surface repairs from the subgrade to the final surface (roadway, pedestrian and turf improvements), turf and landscape restoration on private property and water service construction / restoration within home basements. Stantec will also provide overall construction administration services including project management and coordination responsibilities, quantity tracking, change orders / supplemental agreements, shop drawing review, and assist city staff with communication with the public and with impacted property owners throughout the duration of the project.



City of Milaca

Milaca LSL Replacement Improvements
Work Plan Tasks - January 2026

Tasks 3.4 - Package all final submittals and reports required by funding and regulatory agencies needed for project acceptance and close-out.

**PURCHASE AGREEMENT FOR REAL
PROPERTY LOCATED IN MILACA, MINNESOTA**

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between **THE CITY OF MILACA**, hereinafter referred to as "Buyer", and **River Oaks Properties, LLC**, hereinafter referred to as "Seller".

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, together with other good and valuable consideration, the Buyer and Seller agree as follows:

1. **Property Purchased.** Seller agrees to transfer and Buyer hereby agrees to accept, on such terms and conditions as are set forth herein, the following currently described property.

See Exhibit A

2. **Condition of Property.** Seller makes no warranties as to condition of the property, the same being unimproved and being sold "AS IS". All trash, waste and non-functional property identified by Buyer shall be removed by Seller at closing.

3. **Consideration.** As consideration for the transfer of the property of the Seller to the Buyer, the Buyer agrees to the following conditions and restrictions:

A. Buyer shall pay Seller the purchase price of One Dollar and Zero Cents and no/00 Dollars (\$1.00).

4. **Date, Place and Costs of Closing.** The date of closing shall be on the _____ day of _____, 2026, unless an earlier date is agreed to by and between

the parties. Closing shall take place at the office of the title company designated by the Seller, or, at such other location which shall be agreed to by the parties hereto.

Buyer and Seller agree that each will be responsible for payment of one half of the total closing costs.

Subject to performance by Buyer, Seller agrees to execute and deliver a Quit Claim Deed conveying marketable title to said premises subject only to the following exceptions:

- A. Building and zoning laws, ordinances, state and federal regulations.
- B. Restrictions relating to use or improvements of the property and agreed to by Buyer.
- C. Reservation of any minerals or mineral rights to the State of Minnesota.
- D. Utility and drainage easements.
- E. Subject to encumbrances, liens and easements arising prior to Seller's control of the subject property. Provided, however, Buyer shall not be required to accept title that the title company is not willing to insure as marketable.

5. **Examination of Title.** Within a reasonable time prior to closing, Seller shall, upon request of Buyer, furnish Buyer with a Commitment for Title Insurance including proper searches covering bankruptcies and state and federal judgments, federal court judgment liens in favor of the U.S., liens, and levied and pending special assessments. The Commitment shall be obtained from Home Security Abstract & Title so that Seller may obtain a reissue credit from the insurer. Seller shall not be required to provide Buyer with an Abstract.

Buyer shall have ten (10) business days after receipt of the Commitment for Title Insurance to provide Seller with a copy of written Title Objections. Buyer shall be deemed

to have waived any Title Objections not made within the ten-day (10 day) period.

Seller and Buyer shall each pay one half of all closing costs. Seller shall pay the State Deed Tax. Buyer shall pay all Title Insurance Premiums.

6. **Title Corrections and Remedies.** Upon receipt of Buyer's title objections, Seller shall, within fifteen (15) business days, notify Buyer of Seller's intention to make title marketable. Seller shall have one hundred twenty (120) days from receipt of Buyer's written title objections to make title marketable. Liens or encumbrances for liquidated amounts which can be released by payment or escrow shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, the closing shall be completed in escrow on the date hereinabove set forth and all documents and performances shall be held in abeyance until title is corrected.

- A. If notice is given and Seller proceeds in good faith to make title marketable but the one hundred twenty (120) day period expires without title being made marketable, Buyer may declare this Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other, and all escrowed closing documents shall be null and void and the parties shall agree to execute a release of this Purchase/Development Agreement.
- B. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller's remedies shall be limited to the right to cancel this Purchase/Development Agreement and declare all escrowed documents null and void.

7. **Real Estate Taxes, State Deed Tax and Special Assessments.** Real estate taxes due, utilities and other related expenses shall be prorated as of the date of closing with Seller and Buyer being responsible for their respective shares. Seller shall pay all special assessments on the property at, or prior to, closing.

Buyer shall pay all real estate taxes and assessments due thereafter. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

8. **Environmental Disclosure.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State, and Local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein, and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Buyer, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are or may be present on the Property.

9. **Seller's Representations.** Seller is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of Minnesota or another state; has the authority and power to enter into this agreement and to consummate the transactions contemplated herein; and upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this agreement. Seller further represents and warrants to and covenants with Buyer and its successors and assigns that to the best of Seller's knowledge and belief, at the time of execution by Seller of this agreement, there

are no environmental proceedings, applications, court pleadings, investigations by public or private agencies, or other matters pending which could prohibit, impede, delay or adversely affect the use of the Property for residential development.

10. **Buyer's Representations.** Buyer is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of Minnesota or another state; has the authority and power to enter into this agreement and to consummate the transactions contemplated herein; and upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this agreement.

11. **Closing Documents.** Subject to performance by the Buyer and the Seller of their respective obligations hereunder, the Buyer and the Seller agree to fully execute as necessary and to deliver at the closing the following:

- A. A Quit Claim Deed conveying title to the property, in which the Seller warrants that the property has not been encumbered by Seller during its ownership thereof.
- B. An Affidavit of Seller indicating that on the date of the closing there are no outstanding unsatisfied judgments, tax liens, or bankruptcies against or involving the Seller and that, if appropriate, there are no maintenance agreements, or other agreements in force as to the property and that the Seller knows of no unrecorded interests in the property of any kind, together with whatever standard owner's affidavit may be required by the Buyer.
- C. Certificate of Real Estate Value.
- D. Such other documents as may be reasonably necessary to complete the closing of the transaction.

12. **No Partnership or Joint Venture Created Hereby.** Nothing contained in this Agreement shall be interpreted as creating a partnership or joint venture between the Buyer and the Seller relative to the property.

13. **No Merger; Entire Agreement.** The terms, covenants, and conditions to be performed, or which may be performed, subsequent to the date of this closing shall survive the closing and thereafter continue in full effect and shall not merge with the deed.

This Agreement contains the entire understanding of the parties hereto with respect to the purchase of the subject property by the Buyer and supersedes all prior agreements and understandings between the parties with respect to such purchase.

14. **Notices.** Except as otherwise provided herein, all communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, postage prepaid, and addressed as set forth below. The current addresses of the parties are as follows:

BUYER: **City Manager, Tammy Pfaff**
City of Milaca
255 First St. E
Milaca, MN 56353
(320) 983-3141

With copy to: **Damien F. Toven, City Attorney**
Damien F. Toven & Associates, LLC
413 S. Rum River Dr., Suite 6
Princeton, MN 55371
(763) 389-2214

SELLER: **River Oaks Properties, LLC**
1905 West Gull River Rd. SW
Pillager, MN 56437

15. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties hereto and the assigns, executors, heirs, and successors of the parties.

16. **Amendment, Modification, or Waiver.** No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties hereto under and pursuant to this Agreement.

17. **Instrument Only Constitutes Offer.** This instrument shall not be effective and shall constitute only an offer by the Buyer until the Seller has executed the same and has inserted the date of the Seller's acceptance of the offer in the first line hereof, which shall be deemed the effective date of this Agreement. The Seller has five (5) days from the date of this offer, as specified below by the Buyer, to accept and to execute this Agreement. In the event the Seller does not accept and execute this Agreement within that period, the Seller shall in no manner be liable or responsible on account hereof except to return to the Buyer any money paid by the Buyer to the Seller on the execution by the Buyer of a Cancellation of Purchase Agreement.

18. **Severable Provisions.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

19. **Minnesota Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

20. **Agency Representation.** There is no agency representation involved in this transaction. Should Seller or Buyer secure agency representation, that party shall be solely responsible for payment of any and all costs associated with said agency representation.

21. **Other Terms.**

A. Buyer shall execute a use easement, in recordable format, in substantially the form attached hereto as Exhibit B, that allows for the continued use of the parking lot adjacent to parcel ID No. 21-045-0220, in favor of Riverbend Apartments Milaca, LLC, which was constructed within the City of Milaca's dedicated public right of way.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first above written.

BUYER:

CITY OF MILACA

BY: _____
Dave Dillan, Mayor

BY: _____
Tammy Pfaff, City Manager

SELLER:

RIVER OAKS PROPERTIES, LLC

BY: _____
Severin Neumann

BY: _____
Wesley C. Wagner

STATE OF MINNESOTA)
) SS:
COUNTY OF MILLE LACS)

On this _____ day of _____, 2026, before me, a Notary Public in and for said county, personally appeared Dave Dillan and Tammy Pfaff, to me personally known, who being duly sworn, did say that they are the Mayor and City Manager of the City of Milaca, a Minnesota Municipal Corporation named in the foregoing instrument and that said instrument was signed on behalf of said City of Milaca by authority of its Council and said Dave Dillan and Tammy Pfaff, acknowledged said instrument to be the free act and deed of said City of Milaca.

Notary Public

STATE OF MINNESOTA)
) SS:
COUNTY OF)

On this _____ day of _____, 2026, before me, a Notary Public in and for said county, personally appeared Severin Neumann and Wesley C. Wagner, to me personally known, who being duly sworn, did say that they are the Chief Manager/President and Chief Financial Officer/Treasurer of River Oaks Properties, LLC, and that said instrument was signed on behalf of said River Oaks Properties, LLC by authority of its Chief Manager/President and said Chief Financial Officer/Treasurer acknowledged said instrument to be the free act and deed of said River Oaks Properties, LLC.

Notary Public

DRAFTED BY:
Damien F. Toven (0300585)
Damien F. Toven & Associates, LLC
413 S. Rum River Dr., Suite 6
Princeton, MN 55371
(763) 389-2214

SEND REAL ESTATE TAX STATEMENTS TO:
City of Milaca
255 First St. E.
Milaca, MN 56353

Exhibit A – Legal Descriptions





Parcel Report

Parcel Number: 21-026-0500

General Information

Township/City: MILACA

Taxpayer Name: RIVER OAKS PROPERTIES LLC

Taxpayer Address: 6589 PARKVIEW CIR
BAXTER MN 56425

Property Address:

Township: 38

Plat: 0 -

Range: 27

Acres: 2.29

Section: 26

Legal Description: CITY OF MILACA PART OF SE OF NE WHICH LIES S'LY OF S LINE OF N 180 FT OF BLK 44 & ITS EXTN, & LIES E'LY OF E SHORE OF RUM RIVER SEE 7/13/19 SURVEY 48-0021-00
RUM RIVER RIVER

Rural Service District: 0

Tax Increment: No

School District: 912 - MILACA SCHOOL DIST

Tax Information

Class: QUALIFYING 4D LOW INCOME

Homestead: NON HOMESTEAD

Estimated Land Value: \$13,200.00

Estimated Building Value: \$0.00

Estimated Total Value: \$13,200.00

Total Taxable Value: \$13,200.00

(for recording purposes only)

This Easement is made this ____ day of _____, 2026 by the City of Milaca hereinafter "Grantor" and Jacob Zengerle and Riverbend Apartments, LLC, hereinafter "Grantee".

RECITALS

1. Grantor is a Minnesota Municipal Corporation and is identified as the Grantor herein.
2. Grantor is the owner of a dedicated public right-of-way, identified as 4th Avenue Northwest, City of Milaca, Minnesota.
3. Grantee is the owner of certain real property located in the City of Milaca legally described as: See Exhibit ____.
4. A survey-sketch prepared by _____, dated _____, showing the location of the real property in question together with the proposed easement is attached as: See Exhibit ____.
5. Grantor affirms that a portion of Grantee's exercised use of the real property, identified as the "Parking Lot" on Exhibit ____, encroaches upon the public right-of-way of 4th Avenue Northwest, City of Milaca, Minnesota.
6. The encroachment caused by the Parking Lot, encroaches upon the right-of-way of 4th Avenue Northwest, City of Milaca, Minnesota, and the proposed easement to address the encroachment is legally described as: See Exhibit ____.
7. Grantor desires to permit an easement over the identified area on Exhibit ____, for the Parking Lot purposes only, for the benefit of the Grantee its heirs, successors and assigns. This easement is limited to the existence of the current parking lot. No expansion of any structures, or other construction, that encroaches the right-of-way is permitted. If any construction or modification of the current parking lot occurs, that affects the encroachment, and the encroachment can be removed, it shall be.

Now, therefore, Grantor and Grantee hereby declare that the property and the easement shall be bound, benefitted and subject to the following:

- (a) Creation of Easement. Grantor, hereby declares that the property identified on Exhibit _____ as 4th Avenue Northwest, City of Milaca, Minnesota, shall be subject to an exclusive easement to Grantee, their heirs, successors and assigns., for a parking lot purpose, upon the real property described in Exhibit _____.
- (b) Maintenance and Relocation of Easement. Grantees, their heirs, successors and assigns shall be responsible for the maintenance and clean-up of the property located upon the real property described in Exhibit _____.
- (c) Prohibition on Expansion. The location of the easement area and the existence of the easement granted herein shall exist for so long as the preexisting Parking Lot on the easement area described in Exhibit _____ shall exist. This easement is limited to the existence of the current Parking Lot. No expansion of any structures, or other construction, that encroaches the right-of-way is permitted. If any construction or modification of the current Parking Lot occurs, that affects the encroachment, and the encroachment can be removed, it shall be.
- (d) Binding Declaration. This Declaration shall run with the title to the property described on Exhibit _____ and shall be binding upon the holders of all interest therein and their assigns.
- (e) Indemnification. Grantees shall indemnify and hold the Grantor harmless against and from any and all liability and claims of any kind for loss or damage to property of Grantor, or any other person, or for any injury or death of any person, arising out of or related to this easement arising as a result of the actions of Grantor, its employees, contractors or agents. Grantee shall defend Grantor in any action arising from any such claim and shall indemnify the Grantor against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action.
- (f) Waiver of Liability. GRANTEE HEREBY RELEASES, WAIVES, DISCHARGES the GRANTOR, its directors, officers, agents, volunteers and employees, FROM ALL LIABILITY TO THE GRANTOR, and all of its directors, officers, agents, volunteers and employees and COVENANTS NOT TO SUE FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE, WHETHER CAUSED BY THE NEGLIGENCE OF THE GRANTOR, its directors, officers, agents, volunteers and employees OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT FOR EASEMENT AND GRANTEES ASSUME ALL RISKS WHETHER KNOWN OR UNKNOWN.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first above written.

GRANTORS:

CITY OF MILACA

Date: _____

BY _____
Dave Dillan, Mayor

Date: _____

BY: _____
Tammy Pfaff, City Manager

GRANTEES:

Date: _____

BY: _____

Date: _____

BY: _____

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STATE OF MINNESOTA)
) SS:
COUNTY OF MILLE LACS)

On this _____ day of _____, 2026, before me, a Notary Public in and for said county, personally appeared Dave Dillan and Tammy Pfaff, to me personally known, who being duly sworn, did say that they are the Mayor and City Manager of the City of Milaca, a Minnesota Municipal Corporation named in the foregoing instrument and that said instrument was signed on behalf of said City of Milaca by authority of its Council and said Dave Dillan and Tammy Pfaff, acknowledged said instrument to be the free act and deed of said City of Milaca.

Notary Public

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STATE OF MINNESOTA)
) SS:
COUNTY OF)

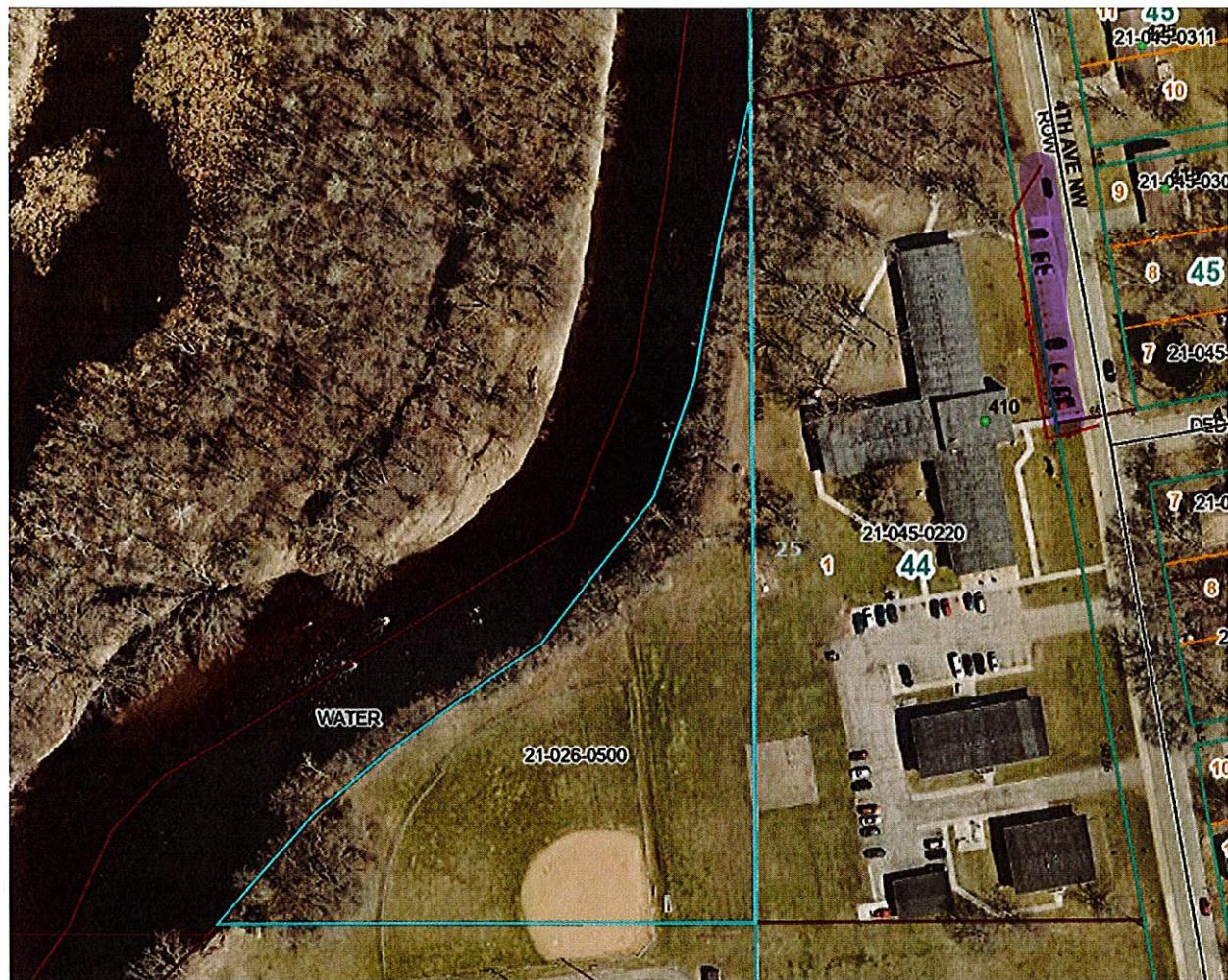
On this _____ day of _____, 2026, before me, a Notary Public
in and for said county, personally appeared _____ and
_____, as the _____ and
_____ of Riverbend Apartments, LLC, to me personally known,
who being duly sworn, did say that they are the authorized representatives of the
Grantee named in the foregoing instrument and acknowledged said instrument to be the
free act and deed of said Grantee.

Notary Public

DRAFTED BY:

Damien F. Toven (0300585)
Damien F. Toven & Associates, LLC
413 S. Rum River Dr., Suite 6
Princeton, MN 55371
(763) 389-2214

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Parcel Report

Parcel Number: 21-045-0220

General Information

Township/City: MILACA

Taxpayer Name: RIVER OAKS PROPERTIES LLC

Taxpayer Address: 6589 PARKVIEW CIR
BAXTER MN 56425

Property Address: 410 4TH AVE NW

Township: 38

Range: 27

Section: 25

Legal Description: PART OF BLK 44 LYING S'LY OF S LINE OF N 1800 FT & ITS EXTEN, & LIES N'LY OF S LINE
OF NW 1/4 SECTION 25 SEE 7/13/19 SURVEY 48-0021-00 RUM RIVER RIVER

Rural Service District: 0

Tax Increment: No

School District: 912 - MILACA SCHOOL DIST

Plat: 45 - FOURTH ADDITION TO MILACA

Acres: 0

Tax Information

Class: QUALIFYING 4D LOW INCOME

Homestead: NON HOMESTEAD

Estimated Land Value: \$389,500.00

Estimated Building Value: \$3,505,000.00

Estimated Total Value: \$3,894,500.00

Total Taxable Value: \$3,894,500.00

PARCEL ID	
QUARTER(S), QUARTER(S)	
SECTION, TWP, RANGE	
PREPARED BY	

DRAINAGE AND UTILITY EASEMENT

GRANTOR(S) Terry Bemis, Julie Bemis and Sarah Ryan

(Name)

14417 105th Avenue, Milaca, MN 56353

(Address)

(Signature)

(Signature)

(Signature)

Tanya Tacker, Rum River Special Education CO-OP

(Name)

140 Buchanan St N, Cambridge, MN 55008

(Address)



(Signature)

For good and valuable consideration made to Grantors, the receipt of which is hereby acknowledged, convey and warrant to the City of Milaca, Minnesota free and clear of all encumbrances, a permanent drainage and utility easement, together with the unrestricted right to improve the same, the following described real estate in Mille Lacs County, Minnesota (the "Easement Area"):

A permanent drainage and utility easement over, under, and across a 30.00 foot wide strip of land across that part of the Southwest Quarter of the Northeast Quarter, Section 30, Township 38, Range 26, Mille Lacs County, Minnesota lying northeasterly of the following described line: Commencing at the southwest corner of said Southwest Quarter of the Northeast Quarter; thence

South 89 degrees 03 minutes 05 seconds East, along the south line of said Southwest Quarter of the Northeast Quarter, a distance of 68.15 feet to the east right of way line of MNDOT RIGHT OF WAY PLAT NO. 48-11; thence North 0 degrees 03 minutes 32 seconds West, along said east right of way line, a distance of 495.75 feet to the point of beginning of the line to be described; thence South 53 degrees 43 minutes 54 seconds East, a distance of 235.49 feet and said line there terminating.

The side lines of said easement shall be prolonged or shortened at said east right of way line of MNDOT RIGHT OF WAY PLAT NO. 48-11 and perpendicular to the terminus point.

The City of Milaca shall have the right to use the Easement Area for any and all purposes related to drainage and utilities uses, including, without limitation, construction, installation, maintenance, repair and replacement of a public drainage facilities and utilities. The City of Milaca may remove structures, blacktop, soil, gravel, trees, crops, shrubs, sod, earth or other material within the Easement Area as the City of Milaca determines may be necessary for the full use of the Easement Area, and all such items shall be considered the property of the City of Milaca.

This easement shall be perpetual and shall run with the land binding the Grantors and their successors and assigns.

City of Milaca

(Grantee)

State of Minnesota, County of _____

The forgoing instrument was acknowledged before me on _____, 2025
by _____ City of Milaca _____ of Mille Lacs County.

(Stamp)

(signature of notary officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

This Instrument was drafted by:

Bogart Pederson and Associates, Inc.

13076 First Street

Becker, MN 55308

Element

ALTA/NSPS LAND TITLE SURVEY

Rum River Special Education Cooperative
Title Commitment Issuing Office ALTA ID: 10268597
Part of Section 30, Township 38, Range 28
City of Millaca, Mille Lacs County, Minnesota