

CITY OF MILACA  
CITY COUNCIL MEETING  
COUNCIL AGENDA  
July 21, 2022

**CELEBRATING 125 YEARS 1897-2022- CITY ESTABLISHED FEBRUARY 16, 1897**

1. Call Meeting to Order 6:30 p.m.
2. Pledge of Allegiance
3. OATH OF OFFICE- KEN MULLER
4. Roll Call
5. Approval of Agenda
6. Approval of Minutes - June 21, 2022
7. Approval of Bills & 2<sup>nd</sup> Qtr Reports
8. Public Hearing-None
9. Open Forum (5-minute limit, must request to be on the agenda) Mille Lacs Sheriff Travis Johnson
10. Requests, Communications, Petitions and Complaints (must request to be on the agenda)
  - (a) Update State-Airport road funding has been approved in the first draft. Stauber to continue to advocate for this project
  - (b) Update County-
  - (c) Update Township-

**Ordinances and Resolutions**

- (a) Resolution 22-27 Assessing Mowing Costs
- (b) Resolution 22-28 Donations Rec Fest
- (c) Ordinance No. 494 Chapter 30 Amending Sections of Ordinance of the City of Milaca Second Reading
- (d) Ordinance No. 495 Chapter 31 Amending Boards, Commissions, and Departments Second Reading
- (e) Ordinance No. 496 Adopting a Supplement to the Code (Revisions) First Reading
- (f) Discussion regarding Temporary Liquor Licenses- Follow up of Legislative changes
- (g) Executed Resolution #22-22 and Approved Minutes from 06-06-22

**11. Reports of Departments**

- (a) City Manager-
- (b) Police-Activity Report/St of MN Joint Powers Agreement and CJDN Subscribers Agreement
- (c) Parks-
- (d) Public Works-
- (e) Public Works- 2022 Street Improvement Contractors Pay Request No. 2 \$350,621.62
- (f) Liquor Store-
- (g) Fire Department
- (h) Planning & Zoning-Minor Lot Split for Friday Bay Inc.
- (i) Airport- Apron Reconstruction Pay Request No. 1 \$128,874.67

12. Committees

- (a) Personnel-
- (b) Budget-
- (c) Tourism-
- (d) EDC-

13. Unfinished Business

14. New Business

- (a) Special Event Application- 125<sup>th</sup> City Celebration Lumber Jack Show, Kids Event, Craft Fair
- (b) Timber Valley Grill- Temporary Off Premise Sales for Existing On-Sale Intoxicating Liquor Licensee
- (c) Agreement between Mid-MN Inspections and City of Milaca-Renewal
- (d) Discussion per Councilmember Norris Johnson regarding city employee's compensation

15. Miscellaneous

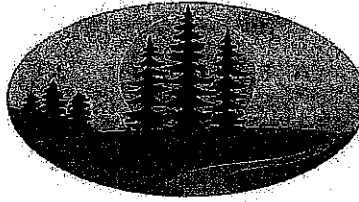
16. Council Comments

17. Adjournment \_\_\_\_\_p.m.

**§ 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.

# OATH OF CITY OFFICE



STATE OF MINNESOTA }

County of Mille Lacs }

City of Milaca }

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

---

---

*Subscribed and sworn to before me this 21st day of*

*July, 2022.*

\_\_\_\_\_  
*Signature of Councilmember*

\_\_\_\_\_  
*Date*

**CITY OF MILACA  
COUNCIL MINUTES  
June 21, 2022**

**Call to Order Roll Call**

Mayor Pedersen called the regular meeting of the Milaca City Council to order at 6:32 p.m.

Upon roll call, the following council members were present: Mayor Harold Pedersen; Councilors: Dave Dillan, Norris Johnson, and Lindsee Larsen. Councilors Absent:

**Staff Present:** City Manager Tammy Pfaff, City Attorney Damien Toven, Assistant City Clerk Deloris Katke, Police Chief Quinn Rasmussen, Public Works Supervisor Gary Kirkeby, Administrative Communications Specialist Mary Mickelson, Public Works/Events Coordinator Mark Wubben, Public Works-Troy Roelofs, Warne Johnson, Liquor Store Manager Vicki Jeys, City Treasurer Jessica Humphreys, and Fire Chief Jesse Gerads.

**Others Present:** Marshall Lind, Dan Hollenkamp, Ken Muller, Andy and Jojean Ziegler, James and Roxanne Gerads, Chloe Smith, Ryan Meyer, and Molly Thompson.

**Approval of the Agenda**

Mayor Pedersen called for a motion to approve the agenda. Motion for approval from Johnson. Dillan seconded the motion. Motion carried unanimously upon roll call of all council members.

**Approval of the Minutes – May 19, 2022 and June 6, 2022**

Mayor Pedersen called for a motion to approve the minutes of May 19, 2022. Motion by Dillan to approve the minutes. Johnson seconded the motion. Motion carried unanimously upon roll call of all council members. Mayor Pedersen called for a motion to approve the minutes of June 6, 2022. Motion by Johnson to approve the minutes. Larsen seconded the motion. Mayor Pedersen discussed the corrections to the minutes to add at least one and multiple employees, mayor and one employee attend mediation and no mention of the letter he read. Mayor Pedersen called for a motion to amend the minutes. Motion by Dillan for approval. Johnson seconded the motion. Motion carried unanimously upon roll call of all council members.

**Approval of Bills**

Mayor Pedersen called for a motion to approve the bills. Motion by Johnson for approval of the bills. Larsen seconded the motion. Motion carried unanimously upon roll call of all council members.

**Open Forum**

**Jim's Mille Lacs Disposal.** Roxanne discussed with council the vandalism to the portable toilets. She stated one was burned at Rec Park and they have graffiti on all of them. One was damaged on the inside. The council will check with our insurance company to see if they are covered.

**Requests, Communications, Petitions and Complaints**

*Update State –*

*Update County –*

*Update Townships –* Norris asked about the grading. Gary mentioned that they have been grading the airport road.

Mayor announced Mille Lacs Health Systems is moving into the old clinic in four to six months. Dillan thanked Buzz on all his hard work.

**Annual Audit –** Molly Thompson and Ryan Meyer CPA from Schlenner Wenner and Co. Molly presented the audit reports. She stated they obtain records, inquiries, analytical procedures and stated the city has an unmodified (Clean) Opinion. She stated the audit went smoothly with a positive working relationship with management. She stated they helped with audit adjustments, the lack of segregation of

duties and they prepared the financial statements. She stated all of these findings are common and are in 95% of the audits they do. Other legal compliance items were the FDIC deposits because of the timing of deposits. There was a conflict of interest and noted the publication of the financials in which they will prepare.

*The General Fund Trend Analysis and Budget Comparison.* Four-year analysis shows revenues exceeded the budget almost by \$500,000 due to federal, state, FEMA, and Airport grants. Miscellaneous revenue resulted in the dissolution of the Joint Powers agreement in which the funds were transferred to the General Fund. Expenditures exceeded the budget by \$380,376 due to capital outlay expenditures, which she stated these are common findings with capital outlay.

*General Fund Detail Revenue Analysis.* Molly stated the intergovernmental increase is due to the grants. Interest income had a loss due to the market change and contribution and donations shows an excess in donations.

*General Fund Detailed Expenditure Analysis.* Molly stated insurance lines changes and the increase in capital outlay.

*Unassigned Fund Balance as a Percentage of the Annual Budget.* Molly stated policy sets a target for five months of operating expenditures, and we are hitting what the policy says and makes sense.

*General Fund Cash Trend Analysis.* Molly stated we are up about \$118,000 over the prior year resulted from transfers in.

*Financial Highlights Other Governmental Funds.* Molly stated these are non-major capital projects funds. She noted that the other sources and uses is due to transfers of \$47,500 out Gorecki Improvement fund and transfers in to the Gorecki Improvement Fund II of \$37,500. She stated the Cash Trend Analysis for the three funds shows the Gorecki Improvement Fund was due to the transfer out, and the Gorecki Improvement Fund II stayed relatively the same over the prior year, and the Veterans Memorial Fund actually spent \$135,000 over revenue as the project get completed.

Debt Service Funds went down \$190,000, Capital Projects Fund went up \$144,000 and Non-Major Funds went up \$31,000. Cash Trend Analysis of Other Government Funds. Molly stated debt service went down as we spent more than we brought in and Capital Projects is due to the transfer in and the other non-major funds similar year to year.

*Water Enterprise Funds Financial Highlights.* Water fund operating expenses were higher than revenue due to repairs and maintenance up about \$122,000 and also includes depreciation of about \$182,000 with an operation loss of about \$129,000 and with transfers in and out it ended the year to the good about \$60,000. Sewer Fund operating expenses due include depreciation of about \$77,000 and with transfer in of \$28,000 and transfers out we about broke even.

*Liquor Enterprise Fund Financial Highlights.* Revenue is ahead of operating expenses and we had an operating income of about \$160,000. Transfers out of about \$193,000 to support other funds, which is a loss of about \$26,000 and commented to council to keep in mind the transfers supported other funds.

*Enterprise Funds Cash Trend Analysis.* Sewer similar year to year, liquor is down from last year and water is similar year to year.

*Government Wide Asset.* Total Assets of \$20,600,000 up from the previous year of \$1,100,000 and \$6,500,000 is sitting in cash and investments at the end of the year.

*Government Wide Liabilities.* Liabilities are at \$4,200,000 and it leaves the rest as net position as the health of the city.

Mayor Pedersen questioned page 5 of the audited financials regarding the MDA a report that summarizes the financial statements in 10 to 12 pages. Molly stated that with the 10 or 12 pages or more the audit fee goes up and most cities decide they don't want it and it isn't required. She said more government entities omit it, rather than include it.

Mayor Pedersen questioned pages 10 and 11 of the audit and Molly referred to the government wide statement page 8 of the statement of net position of \$15,923,149, which includes all infrastructure and the cash on hand, is roughly \$6,500,000 government wide. Page 12 review of the revenues and expenditures relating to the losses. Molly related the losses to the pay down of debt service and capital projects. Page 14 review of the water, sewer and liquor funds statement of net position. Molly pointed out the cash on hand is \$2,900,000 and the net position is \$6,700,000 and stated we are a healthy city. Page 75 review of the findings. Mayor asked if anything unusual. Molly said 95% similar to other cities and didn't see anything unusual. Discussion on the segregation of duties and Molly stated you would need six accountants to comply. As related to the FDIC we had too much cash on hand due to the LGA, property tax revenue all come in late December and Molly stated they see this finding frequently. At the conclusion of the audit, Mayor Pedersen called for a motion to accept the audited financial statements. Motion by Johnson for approval. Larsen seconded the motion. Motion carried unanimously upon roll call of all council members.

**Petition** – Chickens and Bees- Dan Hollenkamp was present to discuss the changing the ordinance. Dan will need to submit the application and pay the fee. The city attorney will draw up the ordinance and Council consensus is for it go to Planning and Zoning they will make any recommendation or restrictions on the location and the amount of chickens. Dan asked if he could attend the meetings and council agreed.

### **Ordinances and Resolutions**

Mayor Pedersen moved agenda items (a), (b) and (j) to later in the meeting.

#### **Resolution 22-24 – Resolution Accepting Donations Milaca Building Center.**

Mayor Pedersen called for a motion for approval. Motion for approval by Johnson. Dillan seconded the motion. Motion carried unanimously upon roll call of all council members.

**Resolution 22-25 – Resolution Appointing Election Judges and Designation of Polling Hours and Location.** Mayor Pedersen called for a motion for approval. Motion by Larsen for approval. Dillan seconded the motion. Motion carried unanimously upon roll call of all council members.

**Resolution 22-26 – Resolution Special Assessment Keith Rott Sewer Line Repair.** Mayor Pedersen called for a motion for approval. Motion by Johnson for approval. Larsen seconded the motion. Motion carried unanimously upon roll call of all council members.

#### **Ordinance No. 493 Enacting and Adopting a Supplement to the Code of Ordinances First Reading.**

Mayor Pedersen called for a motion for approval. Motion by Dillan for approval. Larsen seconded the motion. Motion carried unanimously upon roll call of all council members. Mayor Pedersen called for a

motion to suspend the first reading and adopt the ordinance. Motion by Johnson for approval. Dillan seconded the motion. Motion carried unanimously upon roll call of all council members.

**Ordinance No. 494 Chapter 30 Amending Sections of the Ordinance First Reading.**

Mayor Pedersen called for a motion for approval. Motion by Dillan for approval. Johnson seconded the motion. Motion carried unanimously upon roll call of all council members.

**Ordinance No. 495 Chapter 31 Amending Boards, Commissions, and Departments First Reading.**

Mayor Pedersen called for a motion for approval. Motion by Larsen for approval. Dillan seconded the motion. Motion carried unanimously upon roll call of all council members.

**City Ordinance Chapter 115 Peddlers, Solicitors and Transient Merchants.** Council reviewed and ordinance and decided the city manager can approve them.

Temporary Liquor License were discussed and the city manager will be attending the LMC conference and will find out more information.

**Reports of Departments, Boards and Commissions**

**City Manager –**

**Police – Activity Report**

**Park –** Gary stated they would be starting on the parking lot and sidewalks by the Gorecki Center.

**Public Works –** Activity report. Water Meter Replacement Bids and contract award. Three bids were received from Core and Main LP \$509,164.00, Dakota Supply Group \$559,821.00 and Minn Paving and Materials \$589,721.94. The council commented on the large amount. The City Manager stated that we have the ARPA funds of \$148,022 A budgeted amount \$235,000 which we would need a budget adjustment for the remaining \$126,142. Mayor Pedersen called for a motion to approve to lowest bid to Core and Main LP. Motion by Johnson for approval. Dillan seconded the motion. Motion carried unanimously upon roll call of all council members.

**Public Works – 2022 Street Improvement Contractors pay request No. 1. \$ 55,204.03.** Mayor Pedersen called for a motion for approval. Motion by Johnson for approval. Larsen seconded the motion. Motion carried unanimously upon roll call of all council members.

**Liquor Store –** No activity.

**Fire Department –** Jesse stated they received confirmation of the Benton County grant for \$25,000 and announced the Golf Tournament on July 9, 2022.

**Planning Commission –**

**Airport –**

**Personnel Committee –**

**Budget Committee –**

**Tourism –**

**EDC –**

**Unfinished Business**

**New Business**

**Special Event Application** – Movies in the Park July 21 and August 4. Mayor Pedersen called for a motion for approval. Motion by Johnson for approval. Larsen seconded the motion. Motion carried unanimously upon roll call of all council members.

**Special Event Application** – Fall Fundraising Picnic September 27. Mayor Pedersen called for a motion for approval. Motion by Dillan for approval. Larsen seconded the motion. Motion carried unanimously upon roll call of all council members.

**Special Event Application** – First National Bank Community Pork Chop Dinner August 4. Mayor Pedersen called for a motion for approval. Motion by Dillan for approval. Johnson seconded the motion. Motion carried unanimously upon roll call of all council members.

**Transient Merchant Application** – Steven Ehlen Lily's Wings LLC. Mayor Pedersen called for a motion for approval. Motion by Johnson for approval. Dillan seconded the motion. Motion carried unanimously upon roll call of all council members.

**Transient Merchant Application** – Roger Wold The Flaming Bowl LLC. Mayor Pedersen called for a motion for approval. Motion by Johnson for approval. Larsen seconded the motion. Motion carried unanimously upon roll call of all council members.

**Service Agreement** – Linda Hunter DBA Gingerbread Shows Craft Fair August 26 and 27<sup>th</sup>. Mayor Pedersen called for a motion for approval. Motion by Dillan for approval. Larsen seconded the motion. Motion carried unanimously upon roll call of all council members.

**Library Agreement** – East Central Regional Library. Mayor Pedersen called for a motion for approval. Motion by Dillan for approval. Larsen seconded the motion. Motion carried unanimously upon roll call of all council members.

**Resolution 22-22 A Resolution Censuring Mayor Harold Pedersen and Restricting His Mayoral Duties.** Council had a detailed discussion as to the mayor censure. Details of this discussion can be viewed via the city Facebook and taped recording of the meeting. Motion by Larsen to approve Resolution 22-22. Johnson seconded the motion. Motion carried.

**Discussion on changing city from a Plan B city to Plan A City.** It is the consensus of the council to leave the city as it is.

**Resolution 22-23 Filling a Council Vacancy.** Three applications were received. Ken Muller, Dan Hollenkamp and Marshall Lind. Council cast their votes and the results of the votes were: Ken Muller three votes, Dan Hollenkamp one vote, and Marshall Lind zero votes. Mayor Pedersen called for a motion for approval for Resolution 22-23. Motion by Dillan for approval. Johnson seconded the motion. Motion carried unanimously upon roll call of all council members.

**Council Comments**



**Adjourn**

With no other business presented before the council, Mayor Pedersen called for a motion to adjourn. Motion by Johnson to adjourn. Dillan seconded the motion. Motion carried unanimously upon roll call of all council members. Meeting adjourned at 9:13 p.m.

---

Mayor Harold Pedersen

ATTEST:

---

City Manager Tammy Pfaff

Check Issue Dates: 6/17/2022 - 7/21/2022

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
48529	06/27/22	AMAZON	4368333939	1	101-45200-437	33.96	33.96	MIRROR-PARKS	
48529	06/27/22	AMAZON	4457695676	1	101-45500-217	29.94	29.94	PAPER TOWELS-LIBRARY	
48529	06/27/22	AMAZON	4495875435	1	101-45200-437	47.65	47.65	PICKLEBALL-PARKS	
48529	06/27/22	AMAZON	4545363638	1	101-43000-212	54.90	54.90	SEAT FOR DODGE RAM-PW	
48529	06/27/22	AMAZON	4584887837	1	101-45200-401	49.98	49.98	SLOAN VALVES-PARKS	
48529	06/27/22	AMAZON	4589385636	1	101-45200-437	48.30	48.30	BASKETBALL-PARKS	
48529	06/27/22	AMAZON	4647956398	1	215-49000-437	28.99	28.99	GARLAND FOR FLOAT	
48529	06/27/22	AMAZON	4787366767	1	101-45200-437	90.44	90.44	HORSESHOES-PARKS	
48529	06/27/22	AMAZON	4884768538	1	101-45200-437	79.98	79.98	BASKETBALL-PARKS	
48529	06/27/22	AMAZON	5355967947	1	101-45200-437	267.11	267.11	MAILBOX/PICKLEBALL PADDLES/VOLLEYBALL-PARKS	
48529	06/27/22	AMAZON	5655939534	1	101-45500-217	22.87	22.87	GARBAGE BAGS-LIBRARY	
48529	06/27/22	AMAZON	8379463563	1	101-45200-437	168.18	168.18	NUMBERS & ETHERNET CABLE	
48529	06/27/22	AMAZON	8599346937	1	101-45500-217	67.98	67.98	LARGE GARBAGE BAGS-LIBRARY	
48529	06/27/22	AMAZON	8645974447	1	215-49000-437	34.76	34.76	FLYING DISCS-EVENTS	
48529	06/27/22	AMAZON	8689686989	1	101-45500-217	43.42	43.42	TOILET PAPER-LIBRARY	
48529	06/27/22	AMAZON	8954963396	1	101-45200-215	63.28	63.28	PAPER TOWELS-PARKS	
48529	06/27/22	AMAZON	9349675477	1	101-45200-212	62.00	62.00	SEAT FOR DODGE RAM-PARKS	
48529	06/27/22	AMAZON	9654688854	1	101-45500-217	37.41	37.41	POLISH CLEANER-LIBRARY	
48529	06/27/22	AMAZON	9766457834	1	101-45200-437	39.99	39.99	BASKETBALL-PARKS	
48529	06/27/22	AMAZON	9774693664	1	101-45500-217	41.76	41.76	CLEANING SUPPLIES-LIBRARY	
Total 48529:						1,312.90			
48530	06/27/22	BERNICKS	15132	1	101-42280-437	374.91	374.91	POP MACHINE REPAIR-FIRE	
48530	06/27/22	BERNICKS	342651	1	609-49750-252	2.00	2.00	CREDIT BEER	
48530	06/27/22	BERNICKS	342652	1	609-49750-254	25.33	25.33	NA	
48530	06/27/22	BERNICKS	342653	2	609-49750-254	492.30	492.30	NA	
48530	06/27/22	BERNICKS	345004	1	609-49750-252	11.88	11.88	CREDIT BEER	
48530	06/27/22	BERNICKS	345005	1	609-49750-254	121.40	121.40	NA	
48530	06/27/22	BERNICKS	345006	2	609-49750-253	4,777.30	4,777.30	WINE	
48530	06/27/22	BERNICKS	347435	1	609-49750-254	62.20	62.20	NA	
48530	06/27/22	BERNICKS	347436	2	609-49750-254	3,640.50	3,640.50	NA	
Total 48530:						9,480.06			
48531	06/27/22	BREAKTHRU BEVERAGE MN	344364192	2	609-49750-333	2,188.67	2,188.67	DELIVERY	
48531	06/27/22	BREAKTHRU BEVERAGE MN	344448048	3	609-49750-333	1,068.16	1,068.16	DELIVERY	
48531	06/27/22	BREAKTHRU BEVERAGE MN	344533305	4	609-49750-333	4,656.57	4,656.57	DELIVERY	
Total 48531:						7,913.40			

Check Issue Dates: 6/17/2022 - 7/21/2022

Check Number	Check Issue Date	Payee	Invoice Number	In S	In Account	Invoice Amount	Check Amount	Description	Void/Manual
48532	06/27/22	C & L DISTRIBUTING CO.	1463627	3	609-49750-254	18,142.10	18,142.10	NA	
48532	06/27/22	C & L DISTRIBUTING CO.	1466726	3	609-49750-252	12,299.88	12,299.88	BEER	
48532	06/27/22	C & L DISTRIBUTING CO.	1466763	1	609-49750-252	553.06	553.06	CREDIT BEER	
48532	06/27/22	C & L DISTRIBUTING CO.	1467025	1	609-49750-253	175.20	175.20	WINE	
48532	06/27/22	C & L DISTRIBUTING CO.	1469763	1	609-49750-252	188.30	188.30	BEER	
48532	06/27/22	C & L DISTRIBUTING CO.	1470016	4	609-49750-252	18,751.85	18,751.85	BEER	
48532	06/27/22	C & L DISTRIBUTING CO.	1470158	1	609-49750-252	168.75	168.75	CREDIT BEER	
48532	06/27/22	C & L DISTRIBUTING CO.	2144000122	1	609-49750-252	12.53	12.53	CREDIT BEER	
48532	06/27/22	C & L DISTRIBUTING CO.	2144000135	1	609-49750-252	17.20	17.20	CREDIT BEER	
Total 48532:								48,805.79	
48533	06/27/22	DAHLHEIMER DISTRIBUTING C	1589179	5	609-49750-254	17,031.75	17,031.75	NA	
48533	06/27/22	DAHLHEIMER DISTRIBUTING C	1582966	1	609-49750-252	439.40	439.40	CREDIT BEER	
48533	06/27/22	DAHLHEIMER DISTRIBUTING C	1596564	3	609-49750-252	10,331.45	10,331.45	BEER	
48533	06/27/22	DAHLHEIMER DISTRIBUTING C	1600382	4	609-49750-252	13,921.00	13,921.00	BEER	
48533	06/27/22	DAHLHEIMER DISTRIBUTING C	965-00039	1	609-49750-252	58.40	58.40	CREDIT BEER	
Total 48533:								40,786.40	
48534	06/27/22	ELECTRO WATCHMAN	386944	2	101-42110-437	280.00	280.00	PANIC MONITORING - PD	
Total 48534:								280.00	
48535	06/27/22	GRANITE CITY JOBBING	283909	1	609-49750-259	2.12	2.12	CREDIT OTHER FOR RESALE	
48535	06/27/22	GRANITE CITY JOBBING	284107	4	609-49750-333	1,684.42	1,684.42	DELIVERY	
48535	06/27/22	GRANITE CITY JOBBING	285171	2	609-49750-259	498.73	498.73	OTHER FOR RESALE	
48535	06/27/22	GRANITE CITY JOBBING	286280	3	609-49750-333	1,187.49	1,187.49	DELIVERY	
48535	06/27/22	GRANITE CITY JOBBING	384324	4	609-49750-333	829.62	829.62	DELIVERY	
Total 48535:								4,198.14	
48536	06/27/22	GRATUS CAPITAL PROPERTIES	11-1900-00	1	001-10005	100.43	100.43	CREDIT ON FINAL BILL	
Total 48536:								100.43	
48537	06/27/22	JOHNSON BROTHERS LIQUOR	2066738	2	609-49750-333	244.25	244.25	DELIVERY	
48537	06/27/22	JOHNSON BROTHERS LIQUOR	2071120	2	609-49750-333	3,011.54	3,011.54	DELIVERY	
48537	06/27/22	JOHNSON BROTHERS LIQUOR	2072481	2	609-49750-333	1,491.35	1,491.35	DELIVERY	
48537	06/27/22	JOHNSON BROTHERS LIQUOR	2072482	3	609-49750-333	5,753.10	5,753.10	DELIVERY	
48537	06/27/22	JOHNSON BROTHERS LIQUOR	2076073	3	609-49750-333	566.32	566.32	DELIVERY	

Check Issue Dates: 6/17/2022 - 7/21/2022

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
48537	06/27/22	JOHNSON BROTHERS LIQUOR	2077318	4	609-49750-333	1,092.65	1,092.65	DELIVERY	
48537	06/27/22	JOHNSON BROTHERS LIQUOR	2077319	2	609-49750-333	687.70	687.70	DELIVERY	
Total 48537:						12,846.91			
48538	06/27/22	LARSEN, SARAH	31-8420-00	1	001-10005	1.06	1.06	CREDIT ON FINAL BILL	
Total 48538:						1.06			
48539	06/27/22	LUECK, AARON	11-0580-00	1	001-10005	98.79	98.79	CREDIT ON FINAL BILL	
Total 48539:						98.79			
48540	06/27/22	MILACA FIRE RELIEF ASSOC.	062422	1	609-49750-343	200.00	200.00	GOLF TOURNAMENT HOLE SPONSORSHIP	
Total 48540:						200.00			
48541	06/27/22	MOOSE LAKE BREWING CO. LL	68-003	1	609-49750-252	72.00	72.00	BEER	
Total 48541:						72.00			
48542	06/27/22	NCPEERS GROUP LIFE INS	6272000720	1	101-21709	112.00	112.00	GROUP LIFE INS-JULY 2022	
Total 48542:						112.00			
48543	06/27/22	NORTHLAND SECURITIES INC	7085	1	350-47000-620	150.00	150.00	2022 G.O. BOND CERT FEE	
Total 48543:						150.00			
48544	06/27/22	PHILLIPS WINE AND SPIRITS	6404516	4	609-49750-333	2,621.69	2,621.69	DELIVERY	
48544	06/27/22	PHILLIPS WINE AND SPIRITS	6410928	2	609-49750-333	2,434.95	2,434.95	DELIVERY	
48544	06/27/22	PHILLIPS WINE AND SPIRITS	6414790	4	609-49750-333	1,926.22	1,926.22	DELIVERY	
Total 48544:						6,982.86			
48545	06/27/22	Southern Glazer's Wine & Spirits	0077072	1	609-49750-251	103.50-	103.50-	CREDIT LIQUOR	
48545	06/27/22	Southern Glazer's Wine & Spirits	0077073	1	609-49750-251	25.83-	25.83-	CREDIT LIQUOR	
48545	06/27/22	Southern Glazer's Wine & Spirits	2221855	2	609-49750-333	1,558.01	1,558.01	DELIVERY	
48545	06/27/22	Southern Glazer's Wine & Spirits	2221856	2	609-49750-333	255.75	255.75	DELIVERY	
48545	06/27/22	Southern Glazer's Wine & Spirits	2224547	2	609-49750-333	2,958.75	2,958.75	DELIVERY	
48545	06/27/22	Southern Glazer's Wine & Spirits	2224548	2	609-49750-333	81.55	81.55	DELIVERY	

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
Total 48545:									
48546	06/27/22	U.S. POSTMASTER	062422	2	602-49400-322	383.01	383.01	JUNE WATER BILLS-WATER	
Total 48546:									
48547	06/27/22	VERIZON WIRELESS	9906379766	5	609-49750-321	710.45	710.45	STORE DISPLAY SIGN - LIQUOR	
Total 48547:									
48548	06/27/22	VISA	7957-061222	7	215-49000-437	1,482.76	1,482.76	PARADE-SP HD TRANSFERS	
Total 48548:									
48549	06/27/22	WINE MERCHANTS	7383382	2	609-49750-333	81.85	81.85	DELIVERY	
Total 48549:									
48550	07/01/22	RASINKSKI TOTAL DOOR SERVI	3172	1	609-20200	6,739.96	6,739.96	REPLACEMENT BACK DOOR	
48550	07/01/22	RASINKSKI TOTAL DOOR SERVI	3173	1	609-20200	8,830.60	8,830.60	3RD DOOR FRONT	
Total 48550:									
48551	07/07/22	AMERICAN BOTTLING CO.	3566316231	1	609-49750-254	334.36	334.36	NA	
Total 48551:									
48552	07/07/22	AMERICAN LEGAL PUBLISHING	16849	1	101-41940-310	1,669.00	1,669.00	ORDINANCE CODE BOOK UPDATE	
48552	07/07/22	AMERICAN LEGAL PUBLISHING	16935	1	101-41940-310	203.00	203.00	INTERNET ORD UPDATES	
Total 48552:									
48553	07/07/22	BCAMINJIS SECTION	7062022	1	101-42280-310	33.25	33.25	BKGRND CHK- A HOSKINS	
Total 48553:									
48554	07/07/22	BELLBOY CORP.	0095493100	1	609-49750-251	2,712.05	2,712.05	LIQUOR	
48554	07/07/22	BELLBOY CORP.	0095498200	1	609-49750-251	2,656.55	2,656.55	LIQUOR	

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
Total 48554:									
48555	07/07/22	BERNICKS	349817	1	609-49750-252	6.78	6.78	CREDIT BEER	
48555	07/07/22	BERNICKS	349818	1	609-49750-254	193.30	193.30	NA	
48555	07/07/22	BERNICKS	349819	1	609-49750-252	2,204.00	2,204.00	BEER	
Total 48555:									
48556	07/07/22	BREAKTHRU BEVERAGE MN	344619727	3	609-49750-333	4,762.24	4,762.24	DELIVERY	
48556	07/07/22	BREAKTHRU BEVERAGE MN	344710856	4	609-49750-333	490.51	490.51	DELIVERY	
Total 48556:									
48557	07/07/22	C & L DISTRIBUTING CO.	1473474	4	609-49750-254	7,792.00	7,792.00	NA	
48557	07/07/22	C & L DISTRIBUTING CO.	1476781	2	609-49750-252	94.90	94.90	CREDIT BEER	
48557	07/07/22	C & L DISTRIBUTING CO.	1476782	4	609-49750-252	15,233.45	15,233.45	BEER	
Total 48557:									
48558	07/07/22	DAHLHEIMER DISTRIBUTING C	1597170	1	609-49750-252	82.00	82.00	CREDIT BEER	
48558	07/07/22	DAHLHEIMER DISTRIBUTING C	1600427	1	609-49750-252	203.80	203.80	CREDIT BEER	
48558	07/07/22	DAHLHEIMER DISTRIBUTING C	1604272	4	609-49750-252	13,144.70	13,144.70	BEER	
48558	07/07/22	DAHLHEIMER DISTRIBUTING C	1606481	1	609-49750-252	60.00	60.00	CREDIT BEER	
48558	07/07/22	DAHLHEIMER DISTRIBUTING C	1608068	3	609-49750-252	9,727.40	9,727.40	BEER	
Total 48558:									
48559	07/07/22	FRONTIER	011993-2-7	1	609-49750-321	149.12	149.12	PHONE SVC-LIQUOR STORE	
48559	07/07/22	FRONTIER	032802-2-7	1	101-42280-321	52.13	52.13	PHONE SVC-FIRE	
48559	07/07/22	FRONTIER	072480-2-7	1	602-49400-321	147.07	147.07	PHONE SVC-WATER (6134)	
48559	07/07/22	FRONTIER	082197-2-7	1	602-49400-321	1.80	1.80	PHONE SVC-WATER (0121)	
48559	07/07/22	FRONTIER	082488-2-7	1	101-49810-321	95.18	95.18	PHONE SVC-AIRPORT (2648)	
Total 48559:									
48560	07/07/22	GRANITE CITY JOBBING	286362	2	609-49750-333	212.50	212.50	DELIVERY	
48560	07/07/22	GRANITE CITY JOBBING	287281	3	609-49750-256	806.11	806.11	TOBACCO	
48560	07/07/22	GRANITE CITY JOBBING	287350	1	609-49750-217	27.98	27.98	OTHER OPERATING SUPPLIES	

Check Issue Dates: 6/17/2022 - 7/21/2022

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
--------------	------------------	-------	----------------	------	--------------------	----------------	--------------	-------------	-------------

Total 48560:

1,046.59

48561	07/07/22	JOHNSON BROTHERS LIQUOR	2080810	4	609-49750-333	2,976.41	2,976.41	DELIVERY	
48561	07/07/22	JOHNSON BROTHERS LIQUOR	2080811	1	609-49750-252	90.00	90.00	BEER	
48561	07/07/22	JOHNSON BROTHERS LIQUOR	2082013	4	609-49750-333	3,096.75	3,096.75	DELIVERY	
48561	07/07/22	JOHNSON BROTHERS LIQUOR	2082014	2	609-49750-333	6,890.11	6,890.11	DELIVERY	

Total 48561:

13,053.27

48562	07/07/22	KNIFE RIVER CORP. - NORTH C	193805453	1	500-43100-530	55,204.03	55,204.03	2022 STREET IMP PROJECT PMT #1	
-------	----------	-----------------------------	-----------	---	---------------	-----------	-----------	--------------------------------	--

Total 48562:

55,204.03

48563	07/07/22	M. AMUNDSON LLP	343642	2	609-49750-256	1,318.17	1,318.17	TOBACCO	
-------	----------	-----------------	--------	---	---------------	----------	----------	---------	--

Total 48563:

1,318.17

48564	07/07/22	MAVERICK WINE COMPANY MI	INV797384	3	609-49750-333	866.84	866.84	DELIVERY	
-------	----------	--------------------------	-----------	---	---------------	--------	--------	----------	--

Total 48564:

866.84

48565	07/07/22	MID-MN INSPECTIONS LLC	1087	1	101-42400-300	9,233.31	9,233.31	CONTRACTED BLDG OFFICIAL	
-------	----------	------------------------	------	---	---------------	----------	----------	--------------------------	--

Total 48565:

9,233.31

48566	07/07/22	MILLER TRUCKING	6510	1	609-49750-333	96.60	96.60	DELIVERY	
-------	----------	-----------------	------	---	---------------	-------	-------	----------	--

Total 48566:

96.60

48567	07/07/22	MINUTEMAN PRESS	30622	1	215-49000-343	165.00	165.00	3RD LAIR SIGNS	
-------	----------	-----------------	-------	---	---------------	--------	--------	----------------	--

Total 48567:

165.00

48568	07/07/22	OBERG, JO	061122	1	101-34780	10.00	10.00	REFUND ON CAMPING	
-------	----------	-----------	--------	---	-----------	-------	-------	-------------------	--

Total 48568:

10.00

48569	07/07/22	PHILLIPS WINE AND SPIRITS	6418632	3	609-49750-333	2,404.35	2,404.35	DELIVERY	
48569	07/07/22	PHILLIPS WINE AND SPIRITS	6419693	4	609-49750-333	591.76	591.76	DELIVERY	

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
Total 48569:									
48570	07/07/22	QUADIENT LEASING USA, INC.	N9460716	1	101-41940-240	425.97	425.97	FOLDER/INSERTER 3 MTH LEASE	
48570	07/07/22	QUADIENT LEASING USA, INC.	N9467235	1	101-41940-240	280.47	280.47	POSTAGE MACHINE 3 MTH LEASE	
Total 48570:									
48571	07/07/22	Southern Glazer's Wine & Spirits	2227361	2	609-49750-333	7,008.64	7,008.64	DELIVERY	
48571	07/07/22	Southern Glazer's Wine & Spirits	2227362	2	609-49750-333	450.56	450.56	DELIVERY	
Total 48571:									
48572	07/07/22	VERIZON WIRELESS	9909852566	1	602-49400-321	117.57	117.57	PHONE SVC WATER TRMT PLANT	
Total 48572:									
48573	07/07/22	VIKING BOTTLING CO.	2938906	1	609-49750-254	349.65	349.65	NA	
48573	07/07/22	VIKING BOTTLING CO.	2946605	1	609-49750-254	256.80	256.80	NA	
Total 48573:									
48574	07/07/22	WATSON COMPANY	125923	3	609-49750-333	1,097.50	1,097.50	DELIVERY	
48574	07/07/22	WATSON COMPANY	126166	2	609-49750-333	527.20	527.20	DELIVERY	
48574	07/07/22	WATSON COMPANY	126386	3	609-49750-333	1,155.73	1,155.73	DELIVERY	
Total 48574:									
48575	07/21/22	ANTHONY LEE BAKER	RECFFEST22	3	214-49000-310	300.00	300.00	STAR CHIEFS BAND REC FEST	
Total 48575:									
48576	07/21/22	AW RESEARCH LABORATORIE	48162	1	603-49450-310	113.00	113.00	SEWER TESTING	
48576	07/21/22	AW RESEARCH LABORATORIE	48167	1	603-49450-310	212.00	212.00	SEWER TESTING	
48576	07/21/22	AW RESEARCH LABORATORIE	48758	1	603-49450-310	485.00	485.00	SEWER TESTING	
48576	07/21/22	AW RESEARCH LABORATORIE	48761	1	602-49400-310	95.00	95.00	WATER TESTING	
48576	07/21/22	AW RESEARCH LABORATORIE	49004	1	603-49450-310	122.00	122.00	SEWER TESTING	
Total 48576:									
48577	07/21/22	BILLINGS SERVICE	062922	7	101-42110-212	5,395.88	5,395.88	TIRE REPAIR-PD	



Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
Total 48577:									
48578	07/21/22	BLUE ROSE CAPITAL ADVISOR	2779	1	101-43000-310	1,600.00	1,600.00	STREET CONSTRUCTION BOND	
Total 48578:									
48579	07/21/22	BUG COMMANDER PEST SOLU	9236	1	602-49400-310	139.00	139.00	PEST CONTROL - SW RIVER DR	
Total 48579:									
48580	07/21/22	CHRIS TATARIAN	7292022	1	214-49000-310	500.00	500.00	REC FEST SVCS - RUM RIVER BAND	
Total 48580:									
48581	07/21/22	CINTAS	4121117849	1	609-49750-310	95.74	95.74	RUGS - LIQUOR STORE	
48581	07/21/22	CINTAS	4121192728	1	101-43000-434	78.79	78.79	UNIFORMS-PW	
48581	07/21/22	CINTAS	4121826243	1	101-45200-310	41.60	41.60	RUGS-GCC	
48581	07/21/22	CINTAS	4121826266	1	101-41940-310	14.67	14.67	RUGS-CITY HALL	
48581	07/21/22	CINTAS	4121826315	1	101-45500-310	40.53	40.53	RUGS-LIBRARY	
48581	07/21/22	CINTAS	4121957503	1	101-43000-434	87.24	87.24	UNIFORMS-PW	
48581	07/21/22	CINTAS	4122503093	1	609-49750-310	83.88	83.88	RUGS - LIQUOR STORE	
48581	07/21/22	CINTAS	4122630108	1	101-43000-434	78.79	78.79	UNIFORMS-PW	
48581	07/21/22	CINTAS	4123211567	1	101-45500-310	40.53	40.53	RUGS-LIBRARY	
48581	07/21/22	CINTAS	4123211621	1	101-41940-310	17.06	17.06	RUGS-CITY HALL	
48581	07/21/22	CINTAS	4123211633	1	101-45200-310	41.60	41.60	RUGS-GCC	
48581	07/21/22	CINTAS	4123324215	1	101-43000-434	78.79	78.79	UNIFORMS-PW	
48581	07/21/22	CINTAS	4123862339	1	609-49750-310	95.74	95.74	RUGS - LIQUOR STORE	
48581	07/21/22	CINTAS	4123991405	1	101-43000-434	82.89	82.89	UNIFORMS-PW	
Total 48581:									
48582	07/21/22	CIVIC SYSTEMS, LLC	CVC22187	5	101-41940-309	4,337.39	4,337.39	SEMI-ANNUAL SUPPORT FEES-CITY	
Total 48582:									
48583	07/21/22	COMPASS MINERALS AMERICA	1009847	1	101-43000-216	8,728.27	8,728.27	97.73 TONS ROAD SALT	
48583	07/21/22	COMPASS MINERALS AMERICA	1010234	1	101-43000-216	10,952.98	10,952.98	122.64 TONS ROAD SALT	
Total 48583:									

Check Issue Dates: 6/17/2022 - 7/21/2022

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
48584	07/21/22	CORE & MAIN LP	Q064019	1	602-49400-218	334.33	334.33	REGISTERS	
Total 48584:									
48585	07/21/22	CRYSTAL SPRINGS ICE	2006222	2	609-49750-333	285.20	285.20	DELIVERY	
48585	07/21/22	CRYSTAL SPRINGS ICE	2006314	2	609-49750-333	374.20	374.20	DELIVERY	
48585	07/21/22	CRYSTAL SPRINGS ICE	2006415	2	609-49750-333	300.00	300.00	DELIVERY	
Total 48585:									
48586	07/21/22	Damien F. Toven & Associates, LL	1075	1	101-41610-304	1,075.00	1,075.00	CIVIL RETAINER	
48586	07/21/22	Damien F. Toven & Associates, LL	1076	1	101-41610-304	2,509.31	2,509.31	CRIMINAL RETAINER	
Total 48586:									
48587	07/21/22	DAN SUNDVALL	7292022	1	214-49000-310	300.00	300.00	REC FEST BAND-FACES TURNED	
Total 48587:									
48588	07/21/22	DAVID JOHNSTON	7292022	3	214-49000-310	300.00	300.00	REC FEST BAND-FACES TURNED COUNTRY BAND	
Total 48588:									
48589	07/21/22	DON EGGEN	7292022	1	214-49000-310	300.00	300.00	REC FEST BAND-BARBWIRE	
Total 48589:									
48590	07/21/22	DONE RIGHT LAWN SERVICES	1138	1	101-45200-310	155.00	155.00	WEED CONTROL-PARADE ROUTE	
48590	07/21/22	DONE RIGHT LAWN SERVICES	1433	10	101-45500-310	2,827.50	2,827.50	WEED CONTROL-LIBRARY	
Total 48590:									
48591	07/21/22	E.C.M. PUBLISHERS, INC.	89042	1	101-41110-351	40.24	40.24	CITY COUNCIL DATE CHANGE NOTICE	
48591	07/21/22	E.C.M. PUBLISHERS, INC.	896045	1	101-41110-351	155.00	155.00	CITY COUNCIL VACANCY AD	
48591	07/21/22	E.C.M. PUBLISHERS, INC.	897295	1	101-41110-351	135.00	135.00	CITY COUNCIL VACANCY AD	
48591	07/21/22	E.C.M. PUBLISHERS, INC.	900065	1	101-41110-351	76.47	76.47	ORDINANCE 493	
48591	07/21/22	E.C.M. PUBLISHERS, INC.	900188	1	101-41940-310	188.40	188.40	CITY TREASURER AD	
Total 48591:									
48592	07/21/22	ERIC H. MOHRING	7292022	1	214-49000-310	600.00	600.00	REC FEST BAND-NEW RIVERSIDE RAMBLERS	

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
Total 48592:									
48593	07/21/22	ESS BROTHERS & SONS LLC	CC3699	1	603-49450-409	269.50	269.50	GRATE	
Total 48593:									
48594	07/21/22	FARM AND HOME PUBLISHERS	F672988	1	101-42280-437	462.00	462.00	MAPS FOR FIRE STATION	
Total 48594:									
48595	07/21/22	FARM-RITE EQUIPMENT INC.	R02621	1	101-43000-403	504.00	504.00	SOIL CONDITIONER	
Total 48595:									
48596	07/21/22	FLEXIBLE PIPE TOOL COMPAN	27665	1	603-49450-221	3,645.75	3,645.75	JETTER REPAIR	
Total 48596:									
48597	07/21/22	GERADS, JESSE	062222	2	101-42280-208	761.99	761.99	TRAVEL REIMB FOR PRESSURE WASHER REPAIR-FD	
Total 48597:									
48598	07/21/22	GLOBAL INDUSTRIAL	119284935	2	609-20800	3,844.89	3,844.89	SALES TAX	
Total 48598:									
48599	07/21/22	GOPHER STATE ONE CALL	2060588	1	602-49400-310	81.00	81.00	JUNE LOCATES	
Total 48599:									
48600	07/21/22	GRANITE CITY JOBBING	281086	1	609-49750-217	40.43	40.43	OTHER OPERATING SUPPLIES	
Total 48600:									
48601	07/21/22	GRANITE ELECTRONICS	150011690-1	1	101-43000-433	60.00	60.00	RENEWAL OF CALL SIGN WQPY651	
Total 48601:									
48602	07/21/22	GRANITE LEDGE ELECTRIC	F22027	1	609-49750-520	4,423.75	4,423.75	BEER CAVE	

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
Total 48602:									
48603	07/21/22	HACH COMPANY	13094676	1	602-49400-216	270.76	270.76	CHEMICALS	
Total 48603:									
48604	07/21/22	HARRIS, HENRY	062222	1	101-42110-434	245.38	245.38	REIMB FOR TACTICAL CARRIER-PD	
Total 48604:									
48605	07/21/22	HY-TECH AUTOMOTIVE	48062	1	101-42110-212	218.57	218.57	2016 FORD EXPLORER COOLANT WORK	
48605	07/21/22	HY-TECH AUTOMOTIVE	48109	1	101-42110-212	55.99	55.99	2019 FORD EXPLORER OIL CHANGE	
Total 48605:									
48606	07/21/22	IAN HARDING	060122	1	101-45200-208	150.00	150.00	TRAVEL REIMBURSEMENT	
Total 48606:									
48607	07/21/22	INDEPENDENT TESTING TECH	40937	1	500-43100-530	670.00	670.00	2022 STREET PROJECT HIDDEN PINES DENSITY TEST	
Total 48607:									
48608	07/21/22	IPRINT TECHNOLOGIES	901493	1	609-49750-201	135.00	135.00	PRINTER TONER-LIQUOR	
48608	07/21/22	IPRINT TECHNOLOGIES	909201	1	101-41940-201	285.00	285.00	PRINTER TONER-CITY	
Total 48608:									
48609	07/21/22	JAYSEN S FERN	10058	1	609-49750-259	67.68	67.68	OTHER FOR RESALE	
48609	07/21/22	JAYSEN S FERN	10060	1	609-49750-259	36.00	36.00	OTHER FOR RESALE	
Total 48609:									
48610	07/21/22	JENSEN - ANDERSEN	9719	1	101-41940-401	428.00	428.00	AMBULANCE GARAGE REPAIR	
Total 48610:									
48611	07/21/22	JEYS, VICTORIA	061522	1	609-49750-437	53.58	53.58	CANDY FOR PARADE REIMB	

Check Issue Dates: 6/17/2022 - 7/21/2022

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
Total 48611:									
48612	07/21/22	JIMS MILLE LACS DISPOSAL	211948-0722	4	101-45200-384	475.94	475.94	GARBAGE-PARKS	
48612	07/21/22	JIMS MILLE LACS DISPOSAL	212276-0722	1	101-45200-384	123.30	123.30	GARBAGE-PARKS	
48612	07/21/22	JIMS MILLE LACS DISPOSAL	219225-0722	1	609-49750-384	81.90	81.90	GARBAGE - LIQUOR	
48612	07/21/22	JIMS MILLE LACS DISPOSAL	2860218-072	1	101-45200-310	93.39	93.39	PORTA-POTTY REC PARK	
48612	07/21/22	JIMS MILLE LACS DISPOSAL	3249517-072	1	101-45200-415	148.39	148.39	CHANGING SHELTER	
48612	07/21/22	JIMS MILLE LACS DISPOSAL	3488032-072	1	101-45200-384	95.12	95.12	ARCHERY RANGE	
48612	07/21/22	JIMS MILLE LACS DISPOSAL	3629225-072	1	215-49000-437	186.78	186.78	3RD LAIR EVENT	
Total 48612:									
48613	07/21/22	JOEL OSTROM	7292022	1	214-49000-310	450.00	450.00	REC FEST BAND-OSTROM FAMILY BAND	
Total 48613:									
48614	07/21/22	JOHNNY FI PRODUCTIONS	7292022	1	214-49000-310	2,800.00	2,800.00	REC FEST SOUND & LIGHT	
Total 48614:									
48615	07/21/22	JOHNSON, WARNE	070122	1	101-43000-321	75.00	75.00	3RD QTR CELL PHONE REIMBURSEMENT	
Total 48615:									
48616	07/21/22	KIRVIDA FIRE INC	10530	1	101-42280-212	486.28	486.28	ENGINE 1 REPAIR	
Total 48616:									
48617	07/21/22	KOCHS HARDWARE HANK	063022	9	101-42280-217	1,572.35	1,572.35	CANOPY	
Total 48617:									
48618	07/21/22	LATCHAM-LIND LUMBER, INC	26110	1	101-45200-530	101.76	101.76	STEEL FOR OUTDOOR TV STAND-PARKS	
Total 48618:									
48619	07/21/22	LEAGUE OF MINNESOTA CITIE	364690	1	101-42110-309	56.60	56.60	ADOBE ACROBAT SUBSCRIPTIONS-PD	
Total 48619:									

Check Issue Dates: 6/17/2022 - 7/21/2022

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
48620	07/21/22	LINDA HUORT-TATARIAN	7292022	1	214-49000-310	500.00	500.00	REC FEST BAND-RUM RIVER BLEND	
Total 48620:									
48621	07/21/22	LOCATORS & SUPPLIES INC	0300411-IN	1	602-49400-217	109.20	109.20	KRYLON MARKING STICK	
Total 48621:									
48622	07/21/22	M. AMUNDSON LLP	344041	1	609-49750-256	452.92	452.92	TOBACCO	
Total 48622:									
48623	07/21/22	MARRONE, MARTIN	7292022	1	214-49000-310	1,000.00	1,000.00	REC FEST BAND-THE PALE ALE BLUEGRASS BAND	
Total 48623:									
48624	07/21/22	MEYERS MILACA PARTS CITY	2071-0622	2	101-45200-212	204.89	204.89	VEHICLE EXPENSE-PARKS	
Total 48624:									
48625	07/21/22	MICHAEL BECK DBA	0701122	4	101-45200-437	16,100.00	16,100.00	REC PARK SIDEWALKS	
Total 48625:									
48626	07/21/22	MICHAEL RUGH	7292022	1	214-49000-310	300.00	300.00	REC FEST BAND-STAR CHIEFS	
Total 48626:									
48627	07/21/22	MICKELSON, MARY	062322	1	101-41940-437	133.73	133.73	MILEAGE REIMBURSEMENT	
Total 48627:									
48628	07/21/22	MID STATE TREE SERVICE	801522	1	101-45200-310	900.00	900.00	TREE REMOVAL-REINEKE PARK	
48628	07/21/22	MID STATE TREE SERVICE	801524	1	101-43000-310	1,200.00	1,200.00	TREE REMOVAL-RIVERVIEW PARK	
Total 48628:									
48629	07/21/22	MIDWEST FIRE EQUIP & REPAI	22-6130	1	101-42280-212	114.02	114.02	GAUGE FOR TANKER 2	
Total 48629:									

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
48630	07/21/22	MILACA ARTS COUNCIL	5	1	215-49000-437	199.33	199.33	CATERING FOR ART SHOW	
Total 48630:									
48631	07/21/22	MILACA AUTO VALUE	1302823-062	2	101-43000-212	61.31	61.31	VEHICLE PARTS/REPAIR-PW	
Total 48631:									
48632	07/21/22	MILACA BLDG CENTER	3141-0622	4	101-45200-437	689.19	689.19	MISC-PARKS	
Total 48632:									
48633	07/21/22	MILACA CHAMBER OF COMME	6012022	1	101-31410	791.42	791.42	JUNE LODGING TAX	
Total 48633:									
48634	07/21/22	MILACA GENERAL RENTAL CEN	1-59146	1	101-45200-225	85.32	85.32	AUGER RENTAL - PARKS	
Total 48634:									
48635	07/21/22	MILACA UNCLAIMED FREIGHT	061622	1	101-43000-221	40.97	40.97	MISC- PW	
Total 48635:									
48636	07/21/22	MILLE LACS COUNTY DAC	40230	4	101-45200-310	831.19	831.19	CLEANING-GORECKI CENTER	
Total 48636:									
48637	07/21/22	MINNESOTA BLUEGRASS	782	1	214-49000-343	160.00	160.00	ADVERTISING-REC FEST	
Total 48637:									
48638	07/21/22	MINUTEMAN PRESS	30565	1	215-49000-343	75.00	75.00	FARMERS MARKET SIGNS	
Total 48638:									
48639	07/21/22	MIN COMPUTER SYSTEMS INC	346342	1	101-41940-310	60.30	60.30	COPIER MAINTENANCE-CITY HALL	
Total 48639:									
48640	07/21/22	MIN DEPT OF LABOR & INDUST	ABR0283393	1	101-42280-401	10.00	10.00	PRESSURE VESSEL-FIRE	

Check Issue Dates: 6/17/2022 - 7/21/2022

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
48640	07/21/22	MN DEPT OF LABOR & INDUST	ALR0135393	1	101-45200-310	100.00	100.00	ELEVATOR-PARKS	
Total 48640:									
48641	07/21/22	MN MUNICIPAL BEVERAGE ASS	070122	1	609-49750-433	1,700.00	1,700.00	ANNUAL DUES	
Total 48641:									
48642	07/21/22	MN PEIP	1209824	1	101-21706	21,589.38	21,589.38	MEDICAL INS-AUGUST 2022	
Total 48642:									
48643	07/21/22	MN PUBLIC FACILITIES AUTHO	602-2022	2	602-49400-601	170,526.10	170,526.10	2006 WATER GO BOND PRINCIPAL	
Total 48643:									
48644	07/21/22	NELSON SANITATION & RENTA	INV/2022/54	1	603-49450-310	1,344.20	1,344.20	JET/VACUUM SANIT SEWER LINES-630 2ND AVE SE	
48644	07/21/22	NELSON SANITATION & RENTA	INV/2022/54	1	603-49450-310	715.00	715.00	TELEWISE SANITATION LINES-630 2ND AVE SE	
Total 48644:									
48645	07/21/22	NORTHLAND TRUST SERVICES	MILACA12A-	1	383-47000-611	1,343.75	1,343.75	GO 2012A INTEREST	
48645	07/21/22	NORTHLAND TRUST SERVICES	MILACA19A-	2	388-47000-620	6,465.00	6,465.00	2019A GO BOND AGENT FEE	
48645	07/21/22	NORTHLAND TRUST SERVICES	MILACA21A-	2	303-47000-620	11,849.62	11,849.62	2021A GO BOND AGENT FEE	
48645	07/21/22	NORTHLAND TRUST SERVICES	MILACA22A	2	500-43100-307	750.00	750.00	AGENT ANNUAL FEE	
Total 48645:									
48646	07/21/22	OLDENBURG, JOHN	070122	1	101-43000-321	75.00	75.00	3RD QTR CELL PHONE REIMBURSEMENT	
Total 48646:									
48647	07/21/22	PAUSTIS WINE COMPANY	170283	2	609-49750-333	1,545.00	1,545.00	DELIVERY	
Total 48647:									
48648	07/21/22	PELARSKI, ZACH	070122	1	101-43000-321	75.00	75.00	3RD QUARTER CELL PHONE REIMB	
Total 48648:									
48649	07/21/22	PAFF, TAMMY	070122	3	101-41310-208	295.75	295.75	PARKING REIMB	



Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
Total 48649:									
48650	07/21/22	PHILIP A ROOK	7292022	1	214-49000-310	1,000.00	1,000.00	REC FEST BAND-TONY ROOK BAND	
Total 48650:									
48651	07/21/22	QUILL CORPORATION	25569876	2	101-41940-201	91.77	91.77	OFFICE SUPPLIES - CITY	
Total 48651:									
48652	07/21/22	RDT PROPERTIES LLC	TIF2022-1	1	404-49100-439	19,297.57	19,297.57	DEVELOPER 90% TIF DIST 77	
Total 48652:									
48653	07/21/22	RICHARD ANDERSON	7292022	1	214-49000-310	900.00	900.00	REC FEST BAND-SWITCHED AT BIRTH	
Total 48653:									
48654	07/21/22	ROELOFS, TROY	070122	1	101-43000-321	75.00	75.00	3RD QTR CELL PHONE REIMBURSEMENT	
Total 48654:									
48655	07/21/22	RON WALKER	7292022	1	214-49000-310	300.00	300.00	REC FEST SVCS - BARBWIRE	
Total 48655:									
48656	07/21/22	SHAW, JEFF	060822	1	101-42110-208	48.25	48.25	MILEAGE AND MEAL REIMB TASER TRAINING	
Total 48656:									
48657	07/21/22	ST. CLOUD REFRIGERATION	W76867	1	101-45500-401	611.00	611.00	AC START UP/CLEANING - LIBRARY	
Total 48657:									
48658	07/21/22	ST. CROIX RECREATION FUN	21229	1	101-45200-221	188.00	188.00	PULLEY-ZIP LINE	
Total 48658:									
48659	07/21/22	STANTEC	1940188	2	603-49450-303	599.00	599.00	SEWER ENGINEERING FEES	
48659	07/21/22	STANTEC	1940198	1	602-49400-303	3,417.75	3,417.75	2022 WATER METER REPLACEMENT PROJECT	

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/ Manual
48659	07/21/22	STANTEC	1940203	1	500-43100-303	2,841.96	2,841.96	2021 STREET IMP PROJECT ENGINEER FEES	
48659	07/21/22	STANTEC	1940239	1	500-43100-303	16,158.16	16,158.16	2022 STREET IMP PROJECT ENGINEER FEES	
Total 48659:						23,016.87			
48660	07/21/22	STAR PUBLICATIONS	204837	1	609-49750-343	187.10	187.10	ADVERTISING	
Total 48660:						187.10			
48661	07/21/22	THE SHERWIN-WILLIAMS CO	6471-6	1	101-49010-401	579.68	579.68	PAINT-SENIOR CENTER	
Total 48661:						579.68			
48662	07/21/22	TIMMER IMPLEMENT	IP55224	1	101-45200-221	315.00	315.00	PARTS-PARKS	
Total 48662:						315.00			
48663	07/21/22	TREASURER, STATE OF MN	8443	1	101-49810-437	40.00	40.00	3 YR LICENSE RENEWAL	
Total 48663:						40.00			
48664	07/21/22	UNION-TIMES	UNT-171344-	1	101-41940-433	57.00	57.00	SUBSCRIPTION-CITY	
Total 48664:						57.00			
48665	07/21/22	VERSATILE VEHICLES	39002	1	214-49000-437	800.00	800.00	GOLF CART RENTAL-REC FEST	
Total 48665:						800.00			
48666	07/21/22	WEX BANK	82317663	1	101-42110-212	2,599.85	2,599.85	GAS-POLICE VEHICLES	
Total 48666:						2,599.85			
48667	07/21/22	WILLS LAWN CARE LLC	5387	2	101-49200-450	110.00	110.00	355 3RD AVE SE LAWN MOWING	
Total 48667:						110.00			
48668	07/21/22	WUBBEN, MARK	070122	1	101-43000-321	75.00	75.00	3RD QTR CELL PHONE REIMBURSEMENT	
Total 48668:						75.00			

Check Issue Dates: 6/17/2022 - 7/21/2022

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
48669	07/21/22	YOST, EDWARD	INV149	7	101-42110-309	625.00	625.00	IT SERVICES-PD	
Total 48669:									
821225	07/08/22	BENTON COMMUNICATIONS	0238009623	1	101-42280-321	100.19	100.19	PHONE SERVICE - FIRE	
Total 821225:									
821226	07/08/22	BENTON COMMUNICATIONS	0238009658	12	619-49900-321	715.26	715.26	PHONE SERVICE 3449 - DEP REG	
Total 821226:									
821227	07/08/22	CENTERPOINT ENERGY	5826769-107	1	609-49750-381	156.18	156.18	GAS - LIQUOR STORE	
Total 821227:									
821228	07/08/22	CENTERPOINT ENERGY	8000014099	8	101-45200-381	2,052.22	2,052.22	NATURAL GAS-COMM CTR 10551998-7	
Total 821228:									
821229	07/08/22	DELTA DENTAL OF MN	CNS0000993	1	101-21712	1,377.28	1,377.28	DENTAL INS	
Total 821229:									
821230	07/08/22	EAST CENTRAL ENERGY	7115200-072	1	609-49750-381	2,498.50	2,498.50	ELECTRIC - LIQUOR STORE	
Total 821230:									
821231	07/08/22	EAST CENTRAL ENERGY	832400-0722	12	101-41940-381	10,558.25	10,558.25	ELECTRIC - CITY HALL	
Total 821231:									
821232	07/08/22	EAST CENTRAL ENERGY	070122	1	212-49000-603	555.56	555.56	RLF LOAN	
Total 821232:									
821233	07/08/22	FURTHER-HSA	07012022	1	101-21705	22,797.50	22,797.50	3RD QTR 2022 CONTRIBUTIONS	
Total 821233:									
821234	07/08/22	MIDCONTINENT COMMUNICATI	14799080112	1	101-42110-321	133.39	133.39	INTERNET- POLICE	

Check Issue Dates: 6/17/2022 - 7/21/2022

Jul 13, 2022 12:21PM

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/Manual
Total 821234:									
821235	07/08/22	MIN DEPT OF REVENUE	070122	1	609-20800	26,244.00	26,244.00	LIQUOR SALES TAX	
Total 821235:									
821236	07/08/22	MIN DEPT OF REVENUE	JUN2022	4	101-34780	493.00	493.00	SALES TAX-RESERVATION FEE	
Total 821236:									
990000077	06/23/22	AMERICAN FDS-EFTPS	PR0619221	1	101-21708	425.00	425.00	AMERICAN FUNDS AMERICAN FUNDS Pay Period: 6/19/2022	
Total 990000077:									
990000078	06/23/22	EFTPS-FED TAXPAYMENT	PR0619221	5	101-21703	13,124.99	13,124.99	FED/SS/MEDICARE MEDICARE Pay Period: 6/19/2022	
Total 990000078:									
990000079	06/23/22	EFTPS-STATE TAXPAYMENT	PR0619221	1	101-21702	2,694.14	2,694.14	SWT STATE WITHHOLDING TAX Pay Period: 6/19/2022	
Total 990000079:									
990000080	06/23/22	GOVONE SOLUTIONS	PR0619221	4	101-21704	11,456.38	11,456.38	PERA PERA PROTECTIVE Pay Period: 6/19/2022	
Total 990000080:									
990000081	07/05/22	AMERICAN FDS-EFTPS	PR0703221	1	101-21708	325.00	325.00	AMERICAN FUNDS AMERICAN FUNDS Pay Period: 7/3/2022	
Total 990000081:									
990000082	07/05/22	EFTPS-FED TAXPAYMENT	PR0703221	5	101-21703	11,500.43	11,500.43	FED/SS/MEDICARE MEDICARE Pay Period: 7/3/2022	
Total 990000082:									
990000083	07/05/22	EFTPS-STATE TAXPAYMENT	PR0703221	1	101-21702	2,356.44	2,356.44	SWT STATE WITHHOLDING TAX Pay Period: 7/3/2022	
Total 990000083:									
990000084	07/05/22	GOVONE SOLUTIONS	PR0703221	4	101-21704	10,340.38	10,340.38	PERA PERA PROTECTIVE Pay Period: 7/3/2022	

Check Issue Dates: 6/17/2022 - 7/21/2022

Check Number	Check Issue Date	Payee	Invoice Number	In S	Invoice GL Account	Invoice Amount	Check Amount	Description	Void/ Manual
--------------	------------------	-------	----------------	------	--------------------	----------------	--------------	-------------	--------------

Total 990000084:

10,340.38

Grand Totals:

793,591.61

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-10005	200.28	.00	200.28
001-20200	.00	200.28-	200.28-
101-20200	.00	176,930.65-	176,930.65-
101-21701	10,160.42	.00	10,160.42
101-21702	5,050.58	.00	5,050.58
101-21703	14,465.00	.00	14,465.00
101-21704	21,796.76	.00	21,796.76
101-21705	22,797.50	.00	22,797.50
101-21706	21,589.38	.00	21,589.38
101-21708	750.00	.00	750.00
101-21709	112.00	.00	112.00
101-21712	1,377.28	.00	1,377.28
101-31410	791.42	.00	791.42
101-34107	2.00	.00	2.00
101-34780	71.00	.00	71.00
101-36200	10.00	.00	10.00
101-41110-351	406.71	.00	406.71
101-41310-208	145.75	.00	145.75
101-41310-321	150.00	.00	150.00
101-41610-304	3,584.31	.00	3,584.31
101-41940-201	298.79	.00	298.79
101-41940-217	89.99	.00	89.99
101-41940-240	706.44	.00	706.44
101-41940-309	2,603.50	.00	2,603.50
101-41940-310	2,990.05	.00	2,990.05
101-41940-321	145.37	.00	145.37
101-41940-381	854.77	.00	854.77
101-41940-401	1,228.00	.00	1,228.00
101-41940-433	57.00	.00	57.00
101-41940-437	274.72	.00	274.72
101-42110-201	8.66	.00	8.66
101-42110-208	48.25	.00	48.25
101-42110-212	3,726.85	.00	3,726.85
101-42110-309	181.60	.00	181.60
101-42110-310	87.50	.00	87.50
101-42110-321	743.37	.00	743.37
101-42110-434	245.38	.00	245.38
101-42110-437	291.71	.00	291.71
101-42280-208	181.44	.00	181.44
101-42280-212	1,135.62	.00	1,135.62

GL Account	Debit	Credit	Proof
101-42280-217	773.94	.00	773.94
101-42280-221	580.55	.00	580.55
101-42280-309	125.00	.00	125.00
101-42280-310	136.92	.00	136.92
101-42280-321	216.46	.00	216.46
101-42280-381	814.96	.00	814.96
101-42280-384	25.00	.00	25.00
101-42280-401	10.00	.00	10.00
101-42280-437	836.91	.00	836.91
101-42400-300	9,233.31	.00	9,233.31
101-43000-212	1,819.86	.00	1,819.86
101-43000-216	19,681.25	.00	19,681.25
101-43000-217	47.98	.00	47.98
101-43000-221	40.97	.00	40.97
101-43000-309	125.00	.00	125.00
101-43000-310	2,862.50	.00	2,862.50
101-43000-312	300.00	.00	300.00
101-43000-321	610.89	.00	610.89
101-43000-380	3,078.52	.00	3,078.52
101-43000-381	1,212.93	.00	1,212.93
101-43000-403	504.00	.00	504.00
101-43000-433	60.00	.00	60.00
101-43000-434	406.50	.00	406.50
101-45200-208	150.00	.00	150.00
101-45200-212	878.14	.00	878.14
101-45200-215	63.28	.00	63.28
101-45200-221	503.00	.00	503.00
101-45200-225	85.32	.00	85.32
101-45200-240	329.99	.00	329.99
101-45200-310	2,857.88	.00	2,857.88
101-45200-381	220.20	.00	220.20
101-45200-384	272.76	.00	272.76
101-45200-401	49.98	.00	49.98
101-45200-415	148.39	.00	148.39
101-45200-437	3,380.68	.00	3,380.68
101-45200-530	225.26	.00	225.26
101-45500-217	243.38	.00	243.38
101-45500-310	458.77	.00	458.77
101-45500-321	45.56	.00	45.56
101-45500-381	1,282.58	.00	1,282.58
101-45500-401	611.00	.00	611.00
101-45500-530	800.00	.00	800.00

GL Account	Debit	Credit	Proof
101-49010-381	121.63	.00	121.63
101-49010-401	579.68	.00	579.68
101-49200-450	110.00	.00	110.00
101-49810-212	499.07	.00	499.07
101-49810-321	95.18	.00	95.18
101-49810-381	216.35	.00	216.35
101-49810-437	40.00	.00	40.00
208-20200	.00	293.44	293.44
208-45600-310	35.00	.00	35.00
208-45600-381	243.46	.00	243.46
208-45600-437	14.98	.00	14.98
212-20200	.00	555.56	555.56
212-49000-603	555.56	.00	555.56
214-20200	.00	10,510.00	10,510.00
214-49000-310	9,550.00	.00	9,550.00
214-49000-343	160.00	.00	160.00
214-49000-437	800.00	.00	800.00
215-20200	.00	2,611.07	2,611.07
215-49000-343	240.00	.00	240.00
215-49000-437	2,371.07	.00	2,371.07
303-20200	.00	11,849.62	11,849.62
303-47000-611	11,354.62	.00	11,354.62
303-47000-620	495.00	.00	495.00
350-20200	.00	150.00	150.00
350-47000-620	150.00	.00	150.00
383-20200	.00	1,343.75	1,343.75
383-47000-611	1,343.75	.00	1,343.75
388-20200	.00	6,465.00	6,465.00
388-47000-611	5,970.00	.00	5,970.00
388-47000-620	495.00	.00	495.00
404-20200	.00	19,297.57	19,297.57
404-49100-439	19,297.57	.00	19,297.57
500-20200	.00	75,624.15	75,624.15
500-43100-303	19,000.12	.00	19,000.12
500-43100-307	750.00	.00	750.00
500-43100-530	55,874.03	.00	55,874.03
602-20200	.00	180,819.38	180,819.38
602-20800	420.00	.00	420.00
602-49400-212	539.02	.00	539.02
602-49400-216	270.76	.00	270.76
602-49400-217	109.20	.00	109.20
602-49400-218	334.33	.00	334.33



Check Issue Dates: 6/17/2022 - 7/21/2022

GL Account	Debit	Credit	Proof
602-49400-303	3,417.75	.00	3,417.75
602-49400-309	682.13	.00	682.13
602-49400-310	477.50	.00	477.50
602-49400-321	346.48	.00	346.48
602-49400-322	191.51	.00	191.51
602-49400-381	3,206.60	.00	3,206.60
602-49400-437	298.00	.00	298.00
602-49400-601	166,000.00	.00	166,000.00
602-49400-611	4,526.10	.00	4,526.10
603-20200	.00	22,808.46	22,808.46
603-49450-212	635.15	.00	635.15
603-49450-221	3,645.75	.00	3,645.75
603-49450-303	249.00	.00	249.00
603-49450-309	682.13	.00	682.13
603-49450-310	3,878.70	.00	3,878.70
603-49450-322	191.50	.00	191.50
603-49450-381	1,256.73	.00	1,256.73
603-49450-409	269.50	.00	269.50
603-49450-530	12,000.00	.00	12,000.00
609-20200	17,712.86	286,070.26	268,357.40
609-20800	26,244.00	257.60	25,986.40
609-49750-201	212.98	.00	212.98
609-49750-217	120.08	.00	120.08
609-49750-240	4,102.49	.00	4,102.49
609-49750-251	60,772.90	138.03	60,634.87
609-49750-252	141,724.35	1,665.20	140,059.15
609-49750-253	10,094.14	33.85	10,060.29
609-49750-254	4,531.95	45.50	4,486.45
609-49750-256	7,714.91	.00	7,714.91
609-49750-259	2,951.15	2.12	2,949.03
609-49750-260	270.00	.00	270.00
609-49750-309	619.63	.00	619.63
609-49750-310	300.36	.00	300.36
609-49750-321	189.13	.00	189.13
609-49750-333	1,350.62	.00	1,350.62
609-49750-343	387.10	.00	387.10
609-49750-381	2,654.68	.00	2,654.68
609-49750-384	81.90	.00	81.90
609-49750-433	1,700.00	.00	1,700.00
609-49750-437	53.58	.00	53.58
609-49750-520	4,423.75	.00	4,423.75
619-20200	.00	204.72	204.72

GL Account	Debit	Credit	Proof
619-49900-321	204.72	.00	204.72
<b>Grand Totals:</b>	<b>797,876.21</b>	<b>797,876.21-</b>	<b>.00</b>

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

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

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

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

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

CITY OF MILACA  
FUND SUMMARY  
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
GENERAL PROPERTY TAXES	.00	.00	628,360.00	628,360.00	.0
LODGING TAX	41.65	150.90	1,500.00	1,349.10	10.1
PENALTIES AND INTEREST	.00	.00	600.00	600.00	.0
OTHER PERMITS	100.00	400.00	2,100.00	1,700.00	19.1
LICENSES	15.00	1,780.00	12,815.00	11,035.00	13.9
PERMITS	5,943.79	20,051.95	39,700.00	19,648.05	50.5
GRANTS/GIFTS	7,133.00	8,133.00	26,250.00	18,117.00	31.0
STATE GRANTS AND AIDS	.00	6,103.00	1,165,833.00	1,159,730.00	.5
CHARGES FOR SERVICES	3,332.80	22,625.87	37,115.00	14,489.13	61.0
PUBLIC SAFETY	4,400.00	112,347.00	109,918.00	( 2,429.00)	102.2
CULTURE - RECREATION	2,700.00	9,291.70	12,000.00	2,708.30	77.4
OTHER CHARGES	851.37	5,156.09	12,500.00	7,343.91	41.3
FINES AND FORFEITS	629.93	7,099.25	15,039.00	7,939.75	47.2
SPECIAL ASSESSMENTS	.00	672.36	2,363.00	1,690.64	28.5
MISCELLANEOUS REVENUES	2,913.28	15,312.60	43,300.00	27,987.40	35.4
OTHER PROPRIETARY FUND REVENUE	834.82	4,300.66	12,000.00	7,699.34	35.8
OTHER FINANCING SOURCES	.00	2,223.24	.00	( 2,223.24)	.0
TRANSFER FROM OTHER FUNDS	16,666.66	99,999.96	333,000.00	233,000.04	30.0
	<u>45,562.30</u>	<u>315,647.58</u>	<u>2,454,393.00</u>	<u>2,138,745.42</u>	<u>12.9</u>
<u>EXPENDITURES</u>					
COUNCIL	479.25	7,348.80	19,375.00	12,026.20	37.9
PLANNING COMM.	.00	217.50	800.00	582.50	27.2
CITY MANAGER	( 1,478.02)	21,938.99	44,244.00	22,305.01	49.6
ELECTIONS	.00	.00	2,500.00	2,500.00	.0
TREASURER	( 4,543.25)	27,260.84	60,102.00	32,841.16	45.4
AUDITING	.00	6,624.00	14,049.00	7,425.00	47.2
ASSESSING	.00	127.00	13,551.00	13,424.00	.9
CITY ATTORNEY	4,660.18	19,309.73	45,000.00	25,690.27	42.9
CITY HALL	134,640.13	273,783.43	540,317.00	266,533.57	50.7
POLICE DEPT.	35,437.38	367,732.50	702,979.00	335,246.50	52.3
FIRE DEPT.	18,682.57	85,274.26	273,813.00	188,538.74	31.1
BUILDING INSPECTION	9,233.31	14,771.51	45,000.00	30,228.49	32.8
PUBLIC WORKS	252.73	116,294.65	349,675.00	233,380.35	33.3
PARKS	( 1,794.81)	56,162.77	128,820.00	72,657.23	43.6
RECREATION	.00	.00	4,000.00	4,000.00	.0
LIBRARIES	524.24	27,491.46	45,525.00	18,033.54	60.4
SENIOR CENTER	49.94	2,355.18	6,490.00	4,134.82	36.3
UNALLOCATED	110.00	34,531.64	34,416.00	( 115.64)	100.3
AIRPORT	( 2,806.85)	10,822.70	87,038.00	76,215.30	12.4
	<u>193,446.80</u>	<u>1,072,046.96</u>	<u>2,417,694.00</u>	<u>1,345,647.04</u>	<u>44.3</u>
	<u>( 147,884.50)</u>	<u>( 756,399.38)</u>	<u>36,699.00</u>	<u>793,098.38</u>	<u>(2061.</u>

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

ECONOMIC DEV. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
MISCELLANEOUS REVENUES	15.12	86.53	100.00	13.47	86.5
	15.12	86.53	100.00	13.47	86.5
<u>EXPENDITURES</u>					
ECONOMIC DEVEL. & ASSISTANCE	.00	.00	1,000.00	1,000.00	.0
	.00	.00	1,000.00	1,000.00	.0
	15.12	86.53	( 900.00)	( 986.53)	9.6

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

YOUTH SAFETY PROGRAMS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
MISCELLANEOUS REVENUES	1.74	9.95	.00	( 9.95)	.0
	1.74	9.95	.00	( 9.95)	.0
<u>EXPENDITURES</u>					
OTHER MISCELLANEOUS	.00	.00	250.00	250.00	.0
	.00	.00	250.00	250.00	.0
	1.74	9.95	( 250.00)	( 259.95)	4.0

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

CHARITABLE GAMBLING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
MISCELLANEOUS REVENUE	2,751.32	14,415.48	28,150.00	13,734.52	51.2
	2,751.32	14,415.48	28,150.00	13,734.52	51.2
<u>EXPENDITURES</u>					
HISTORICAL SOCIETY	85.00	6,878.27	31,600.00	24,721.73	21.8
OTHER MISCELLANEOUS	.00	38.95	.00	( 38.95)	.0
RECREATION	138.45	1,324.31	11,000.00	9,675.69	12.0
	223.45	8,241.53	42,600.00	34,358.47	19.4
	2,527.87	6,173.95	( 14,450.00)	( 20,623.95)	42.7

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

H.O.F. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
MISCELLANEOUS REVENUES	3.55	20.29	100.00	79.71	20.3
	3.55	20.29	100.00	79.71	20.3
<u>EXPENDITURES</u>					
	.00	.00	.00	.00	.0
	3.55	20.29	100.00	79.71	20.3

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

FIRE DEPT RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
MISCELLANEOUS REVENUES	9,643.82	84,580.23	125,150.00	40,569.77	67.6
	9,643.82	84,580.23	125,150.00	40,569.77	67.6
<u>EXPENDITURES</u>					
FIRE DEPARTMENT	.00	.00	125,000.00	125,000.00	.0
	.00	.00	125,000.00	125,000.00	.0
	9,643.82	84,580.23	150.00	( 84,430.23)	56386.



CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

REVOLVING LOAN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
MISCELLANEOUS REVENUES	58.56	342.93	450.00	107.07	76.2
	58.56	342.93	450.00	107.07	76.2
<u>EXPENDITURES</u>					
REVOLVING LOAN FUND - OTHER	555.56	3,333.36	6,667.00	3,333.64	50.0
	555.56	3,333.36	6,667.00	3,333.64	50.0
	( 497.00)	( 2,990.43)	( 6,217.00)	( 3,226.57)	( 48.1)

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

DWI/DRUG FORFEITURE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
FINES AND FORFEITS	.00	.00	12,500.00	12,500.00	.0
MISCELLANEOUS REVENUES	11.01	63.87	100.00	36.13	63.9
	<u>11.01</u>	<u>63.87</u>	<u>12,600.00</u>	<u>12,536.13</u>	<u>.5</u>
<u>EXPENDITURES</u>					
POLICE DEPT.	.00	362.78	.00	( 362.78)	.0
	<u>.00</u>	<u>362.78</u>	<u>.00</u>	<u>( 362.78)</u>	<u>.0</u>
	<u>11.01</u>	<u>( 298.91)</u>	<u>12,600.00</u>	<u>12,898.91</u>	<u>( 2.4)</u>

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

REC FEST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
OTHER GRANTS/GIFTS	.00	500.00	.00	( 500.00)	.0
CHARGES FOR SERVICES	.00	1,130.19	11,500.00	10,369.81	9.8
MICELLANEOUS REVENUES	3,807.80	3,830.36	6,292.00	2,461.84	60.9
INTERFUND TRANSFERS	.00	1,000.00	1,000.00	.00	100.0
	<u>3,807.80</u>	<u>6,460.55</u>	<u>18,792.00</u>	<u>12,331.45</u>	<u>34.4</u>
<u>EXPENDITURES</u>					
REC FEST - OTHER	40.00	1,092.41	16,500.00	15,407.59	6.6
	<u>40.00</u>	<u>1,092.41</u>	<u>16,500.00</u>	<u>15,407.59</u>	<u>6.6</u>
	<u>3,767.80</u>	<u>5,368.14</u>	<u>2,292.00</u>	<u>( 3,076.14)</u>	<u>234.2</u>

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

CITY EVENTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
OTHER GRANTS/GIFTS	.00	500.00	.00	( 500.00)	.0
CHARGES FOR SERVICES	.00	1,790.00	3,000.00	1,210.00	59.7
MICELLANEOUS REVENUES	38.14	6,101.30	5,000.00	( 1,101.30)	122.0
INTERFUND TRANSFERS	.00	36,500.00	36,500.00	.00	100.0
	<u>38.14</u>	<u>44,891.30</u>	<u>44,500.00</u>	<u>( 391.30)</u>	<u>100.9</u>
<u>EXPENDITURES</u>					
CITY EVENTS - OTHER	<u>5,416.30</u>	<u>12,754.20</u>	<u>3,875.00</u>	<u>( 8,879.20)</u>	<u>329.1</u>
	<u>5,416.30</u>	<u>12,754.20</u>	<u>3,875.00</u>	<u>( 8,879.20)</u>	<u>329.1</u>
	<u>( 5,378.16)</u>	<u>32,137.10</u>	<u>40,625.00</u>	<u>8,487.90</u>	<u>79.1</u>

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

ALL PARKS IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
MICELLANEOUS REVENUES	196.84	1,104.76	3,000.00	1,895.24	36.8
TRANSFER FROM OTHER FUND	.00	100,000.00	.00	( 100,000.00)	.0
	<u>196.84</u>	<u>101,104.76</u>	<u>3,000.00</u>	<u>( 98,104.76)</u>	<u>3370.2</u>
<u>EXPENDITURES</u>					
PARKS - OTHER	.00	8,127.00	30,000.00	21,873.00	27.1
	<u>.00</u>	<u>8,127.00</u>	<u>30,000.00</u>	<u>21,873.00</u>	<u>27.1</u>
	<u>196.84</u>	<u>92,977.76</u>	<u>( 27,000.00)</u>	<u>( 119,977.76)</u>	<u>344.4</u>

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

REC PARK IMPROVEMENTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
MICELLANEOUS REVENUES	121.87	783.42	1,900.00	1,116.58	41.2
	121.87	783.42	1,900.00	1,116.58	41.2
<u>EXPENDITURES</u>					
PARKS - OTHER	.00	12,500.00	12,500.00	.00	100.0
	.00	12,500.00	12,500.00	.00	100.0
	121.87	( 11,716.58)	( 10,600.00)	1,116.58	(110.5)

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

VETERANS MEMORIAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
MISCELLANEOUS REVENUES	200.60	1,407.70	3,100.00	1,692.30	45.4
	200.60	1,407.70	3,100.00	1,692.30	45.4
<u>EXPENDITURES</u>					
PARKS - OTHER	.00	100,000.00	.00	( 100,000.00)	.0
OTHER MISCELLANEOUS	.00	.00	3,000.00	3,000.00	.0
	.00	100,000.00	3,000.00	( 97,000.00)	3333.3
	200.60	( 98,592.30)	100.00	98,692.30	(98592

CITY OF MILACA  
 FUND SUMMARY  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

BRAHAM-MILACA JOINT POWERS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
<u>EXPENDITURES</u>					
JOINT POWERS BOARD	.00	2,451.80	.00	( 2,451.80)	.0
	.00	2,451.80	.00	( 2,451.80)	.0
	.00	( 2,451.80)	.00	2,451.80	.0



CITY OF MILACA  
 COMBINED CASH INVESTMENT  
 JUNE 30, 2022

COMBINED CASH ACCOUNTS

001-10100	GENERAL CHECKING	(	35,185.08)
001-10101	4M FUND		2,350,943.58
001-10102	RBC WEALTH MANAGEMENT		3,565,915.69
001-10103	VETERANS MEMORIAL		4,974.64
	TOTAL COMBINED CASH		5,886,648.83
001-10000	CASH ALLOCATED TO OTHER FUNDS	(	5,886,648.83)
	TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

101	ALLOCATION TO GENERAL FUND		1,353,237.96
200	ALLOCATION TO ECONOMIC DEV. FUND		17,727.75
205	ALLOCATION TO MCDONALDS DEVELOPMENT	(	1,518.75)
207	ALLOCATION TO YOUTH SAFETY PROGRAMS		2,037.87
208	ALLOCATION TO CHARITABLE GAMBLING FUND		76,985.88
209	ALLOCATION TO H.O.F. FUND		4,158.02
210	ALLOCATION TO FIRE DEPT RESERVE FUND		173,371.58
212	ALLOCATION TO REVOLVING LOAN FUND		68,377.25
213	ALLOCATION TO DWI/DRUG FORFEITURE FUND		12,910.10
214	ALLOCATION TO REC FEST FUND		11,030.51
215	ALLOCATION TO CITY EVENTS FUND		42,385.01
216	ALLOCATION TO ALL PARKS IMPROVEMENT FUND		230,779.24
217	ALLOCATION TO REC PARK IMPROVEMENTS FUND		142,879.60
218	ALLOCATION TO VETERANS MEMORIAL FUND		4,974.64
303	ALLOCATION TO 2021 G.O. STREET PROJECT BOND	(	150.00)
350	ALLOCATION TO 2022 G.O. STREET PROJECT BOND	(	150.00)
382	ALLOCATION TO 2010 G.O. BOND	(	35,174.70)
383	ALLOCATION TO 2012 G.O. BOND		203,335.96
384	ALLOCATION TO 2012 EQUIP CERTIFICATE		1,029.85
385	ALLOCATION TO 2014 FIRE HALL IMPR LOAN		19,261.22
386	ALLOCATION TO 2015 GO PARK BOND		15,384.96
387	ALLOCATION TO 2017 LIBRARY LEASE REV REFUND		142,032.50
388	ALLOCATION TO 2019 G.O. BOND	(	1,035.34)
389	ALLOCATION TO LOADER EQUIPMENT LEASE	(	31,315.96)
404	ALLOCATION TO TIF# 1-10 DOWNTOWN	(	102,007.31)
500	ALLOCATION TO CAPITAL PROJECT FUND		688,501.95
602	ALLOCATION TO WATER FUND		1,054,581.48
603	ALLOCATION TO SEWER FUND		1,076,664.88
609	ALLOCATION TO MUNICIPAL LIQUOR FUND		716,352.68
	TOTAL ALLOCATIONS TO OTHER FUNDS		5,886,648.83
	ALLOCATION FROM COMBINED CASH FUND - 001-10000	(	5,886,648.83)
	ZERO PROOF IF ALLOCATIONS BALANCE		.00

CITY OF MILACA  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GRANTS/GIFTS</u>					
602-33160 OTHER GRANTS/GIFTS	160,098.47	160,098.47	3,500.00	( 156,598.47)	4574.2
TOTAL GRANTS/GIFTS	160,098.47	160,098.47	3,500.00	( 156,598.47)	4574.2
<u>SPECIAL ASSESSMENTS</u>					
602-36100 SPECIAL ASSESSMENTS	.00	.00	5,500.00	5,500.00	.0
TOTAL SPECIAL ASSESSMENTS	.00	.00	5,500.00	5,500.00	.0
<u>MISCELLANEOUS REVENUES</u>					
602-36200 MISCELLANEOUS REVENUES	1,920.12	12,825.95	28,600.00	15,774.05	44.9
602-36210 INTEREST EARNINGS	835.71	4,335.04	10,000.00	5,664.96	43.4
TOTAL MISCELLANEOUS REVENUES	2,755.83	17,160.99	38,600.00	21,439.01	44.5
<u>WATER SALES</u>					
602-37100 WATER SALES	43,617.65	256,995.34	547,500.00	290,504.66	46.9
602-37110 CUSTOMER CHARGES	80.00	440.00	3,780.00	3,340.00	11.6
602-37120 SALE OF WATER PARTS	( 5.00)	76.41	2,100.00	2,023.59	3.6
602-37150 WATER CONNECT/RECONNECT FEE	3,090.00	5,100.00	21,000.00	15,900.00	24.3
602-37160 WATER PENALTY	624.38	3,833.62	7,088.00	3,254.38	54.1
TOTAL WATER SALES	47,407.03	266,445.37	581,468.00	315,022.63	45.8
TOTAL FUND REVENUE	210,261.33	443,704.83	629,068.00	185,363.17	70.5

CITY OF MILACA  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 43190</u>					
602-43190-408 WATER/SEWER REPAIR	.00	5,077.06	.00	( 5,077.06)	.0
TOTAL DEPARTMENT 43190	.00	5,077.06	.00	( 5,077.06)	.0
<u>WATER OPERATION EXPENSE</u>					
602-49400-101 FULL-TIME REGULAR	7,102.82	43,452.71	81,156.00	37,703.29	53.5
602-49400-102 OVERTIME	663.86	1,773.77	2,000.00	226.23	88.7
602-49400-104 TEMP-SUMMER HELP	214.62	214.62	1,800.00	1,585.38	11.9
602-49400-106 ADMIN	3,324.48	20,364.94	50,610.00	30,245.06	40.2
602-49400-121 PERA	831.85	4,915.36	9,883.00	4,967.64	49.7
602-49400-122 FICA	798.73	4,685.94	10,218.00	5,532.06	45.9
602-49400-131 EMPLOYER PAID HEALTH	2,163.44	11,568.87	20,710.00	9,141.13	55.9
602-49400-132 EMPLOYER PAID HEALTH SAVING	1,050.00	5,604.88	10,200.00	4,595.12	55.0
602-49400-133 EMPLOYER PAID DENTAL	77.71	429.20	1,114.00	684.80	38.5
602-49400-134 EMPLOYER PAID DISABILITY	93.48	510.44	1,000.00	489.56	51.0
602-49400-151 WORKER S COMP INSURANCE PREM	1,936.00	1,936.00	3,000.00	1,064.00	64.5
602-49400-201 OFFICE SUPPLIES	.00	440.55	1,000.00	559.45	44.1
602-49400-208 TRAINING AND TRAVEL	.00	774.50	900.00	125.50	86.1
602-49400-212 AUTO EXPENSE (FUEL/REPAIR)	439.10	1,039.02	1,500.00	460.98	69.3
602-49400-216 CHEMICALS AND CHEM PRODUCTS	.00	7,097.06	16,000.00	8,902.94	44.4
602-49400-217 OTHER OPERATING SUPPLIES	.00	642.89	2,000.00	1,357.11	32.1
602-49400-218 PARTS - WATER DEPT.	336.66	2,424.73	5,000.00	2,575.27	48.5
602-49400-221 EQUIPMENT PARTS/REPAIRS	.00	4,803.54	4,000.00	( 803.54)	120.1
602-49400-240 SMALL TOOLS AND MINOR EQUIP	.00	1,464.98	3,500.00	2,035.02	41.9
602-49400-301 AUDITING AND ACCT G SERVICES	.00	1,345.50	3,122.00	1,776.50	43.1
602-49400-303 ENGINEERING FEES	4,900.00	9,919.50	.00	( 9,919.50)	.0
602-49400-306 BANK FEES/CHARGES	15.02	102.74	150.00	47.26	68.5
602-49400-309 EDP, SOFTWARE AND DESIGN	619.63	6,933.88	4,312.00	( 2,621.88)	160.8
602-49400-310 OTHER PROFESSIONAL SERVICES	.00	49,731.19	25,000.00	( 24,731.19)	198.9
602-49400-321 TELEPHONE	346.48	1,846.71	4,000.00	2,153.29	46.2
602-49400-322 POSTAGE	191.51	1,555.11	2,500.00	944.89	62.2
602-49400-343 OTHER ADVERTISING	.00	231.67	1,200.00	968.33	19.3
602-49400-361 LIABILITY/PROPERTY	.00	3,226.15	5,000.00	1,773.85	64.5
602-49400-363 AUTOMOTIVE INS	.00	837.00	500.00	( 337.00)	167.4
602-49400-381 UTILITIES	599.97	20,460.83	43,750.00	23,289.17	46.8
602-49400-401 REPAIRS/MAINT BUILDINGS	.00	.00	1,800.00	1,800.00	.0
602-49400-405 DEPRECIATION	.00	.00	165,000.00	165,000.00	.0
602-49400-433 DUES AND SUBSCRIPTIONS	.00	1,115.20	2,500.00	1,384.80	44.6
602-49400-434 UNIFORMS	.00	.00	500.00	500.00	.0
602-49400-437 OTHER MISCELLANEOUS	298.00	555.11	500.00	( 55.11)	111.0
602-49400-530 IMPROV OTHER THAN BLDGS	.00	.00	3,500.00	3,500.00	.0
602-49400-580 OTHER EQUIPMENT	.00	.00	235,000.00	235,000.00	.0
602-49400-601 DEBT SRV BOND PRINCIPAL	.00	.00	166,000.00	166,000.00	.0
602-49400-611 BOND INTEREST	.00	4,526.10	9,052.00	4,525.90	50.0
TOTAL WATER OPERATION EXPENSE	26,003.36	216,530.69	898,977.00	682,446.31	24.1

CITY OF MILACA  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	26,003.36	221,607.75	898,977.00	677,369.25	24.7
NET REVENUE OVER EXPENDITURES	184,257.97	222,097.08	( 269,909.00)	( 492,006.08)	82.3

CITY OF MILACA  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUES</u>					
603-36200 MISCELLANEOUS REVENUES	.00	.00	3,500.00	3,500.00	.0
603-36210 INTEREST EARNINGS	918.37	5,293.62	11,000.00	5,706.38	48.1
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>918.37</b>	<b>5,293.62</b>	<b>14,500.00</b>	<b>9,206.38</b>	<b>36.5</b>
<u>SEWER SALES</u>					
603-37200 SEWER SALES	26,054.05	155,285.26	330,750.00	175,464.74	47.0
603-37240 RESERVE	.00	.00	21,000.00	21,000.00	.0
603-37250 SEWER CONNECT/RECONNECT FEE	4,000.00	6,000.00	16,000.00	10,000.00	37.5
603-37260 SEWER PENALTY	351.37	2,119.26	4,100.00	1,980.74	51.7
<b>TOTAL SEWER SALES</b>	<b>30,405.42</b>	<b>163,404.52</b>	<b>371,850.00</b>	<b>208,445.48</b>	<b>43.9</b>
<b>TOTAL FUND REVENUE</b>	<b>31,323.79</b>	<b>168,698.14</b>	<b>386,350.00</b>	<b>217,651.86</b>	<b>43.7</b>

CITY OF MILACA  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2022

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER OPERATION EXPENSE</u>					
603-49450-101 FULL-TIME REGULAR	6,534.12	39,763.80	81,156.00	41,392.20	49.0
603-49450-102 OVERTIME	629.19	1,683.66	1,500.00	( 183.66)	112.2
603-49450-104 TEMP-SUMMER HELP	214.62	214.62	1,800.00	1,585.38	11.9
603-49450-106 ADMIN	4,181.36	25,897.62	53,795.00	27,897.38	48.1
603-49450-121 PERA	850.81	5,022.16	10,121.00	5,098.84	49.6
603-49450-122 FICA	815.22	4,779.84	10,461.00	5,681.16	45.7
603-49450-131 EMPLOYER PAID HEALTH	2,225.52	11,897.62	21,181.00	9,283.38	56.2
603-49450-132 EMPLOYER PAID HEALTH SAVING	1,081.23	5,770.39	10,500.00	4,729.61	55.0
603-49450-133 EMPLOYER PAID DENTAL	77.60	429.23	1,137.00	707.77	37.8
603-49450-134 EMPLOYER PAID DISABILITY	95.65	521.59	1,032.00	510.41	50.5
603-49450-151 WORKER S COMP INSURANCE PREM	2,288.00	2,288.00	3,500.00	1,212.00	65.4
603-49450-201 OFFICE SUPPLIES	.00	382.40	975.00	592.60	39.2
603-49450-208 TRAINING AND TRAVEL	.00	20.00	500.00	480.00	4.0
603-49450-212 AUTO EXPENSE (FUEL/REPAIR)	410.50	1,078.47	5,000.00	3,921.53	21.6
603-49450-217 OTHER OPERATING SUPPLIES	.00	152.97	2,000.00	1,847.03	7.7
603-49450-221 EQUIPMENT PARTS/REPAIRS	.00	590.44	300.00	( 290.44)	196.8
603-49450-226 RADIO REPAIR	.00	.00	100.00	100.00	.0
603-49450-240 SMALL TOOLS AND MINOR EQUIP	.00	288.48	500.00	211.52	57.7
603-49450-301 AUDITING AND ACCT G SERVICES	.00	1,035.00	2,230.00	1,195.00	46.4
603-49450-303 ENGINEERING FEES	.00	.00	4,000.00	4,000.00	.0
603-49450-309 EDP, SOFTWARE AND DESIGN	619.63	4,406.88	4,312.00	( 94.88)	102.2
603-49450-310 OTHER PROFESSIONAL SERVICES	2,406.00	27,387.92	25,000.00	( 2,387.92)	109.6
603-49450-322 POSTAGE	191.50	1,362.04	2,000.00	637.96	68.1
603-49450-343 OTHER ADVERTISING	.00	.00	150.00	150.00	.0
603-49450-361 LIABILITY/PROPERTY	.00	6,546.61	4,500.00	( 2,046.61)	145.5
603-49450-363 AUTOMOTIVE INS	.00	837.00	500.00	( 337.00)	167.4
603-49450-381 UTILITIES	.00	5,216.58	16,250.00	11,033.42	32.1
603-49450-401 REPAIRS/MAINT BUILDINGS	.00	.00	2,000.00	2,000.00	.0
603-49450-405 DEPRECIATION	.00	.00	90,000.00	90,000.00	.0
603-49450-407 LIFT STATION REPAIR	.00	.00	6,300.00	6,300.00	.0
603-49450-408 WATER/SEWER REPAIR	.00	5,093.00	5,250.00	157.00	97.0
603-49450-409 STORM SEWER REPAIR	.00	6,588.50	5,250.00	( 1,338.50)	125.5
603-49450-433 DUES AND SUBSCRIPTIONS	.00	23.00	2,625.00	2,602.00	.9
603-49450-434 UNIFORMS	.00	.00	525.00	525.00	.0
603-49450-437 OTHER MISCELLANEOUS	.00	.00	105.00	105.00	.0
603-49450-530 IMPROV OTHER THAN BLDGS	.00	.00	53,500.00	53,500.00	.0
<b>TOTAL SEWER OPERATION EXPENSE</b>	<b>22,620.95</b>	<b>159,277.82</b>	<b>430,055.00</b>	<b>270,777.18</b>	<b>37.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>22,620.95</b>	<b>159,277.82</b>	<b>430,055.00</b>	<b>270,777.18</b>	<b>37.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>8,702.84</b>	<b>9,420.32</b>	<b>( 43,705.00)</b>	<b>( 53,125.32)</b>	<b>21.6</b>

CITY OF MILACA  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2022

MUNICIPAL LIQUOR FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUES</u>					
609-36200 MISCELLANEOUS REVENUES	.00	.00	500.00	500.00	.0
609-36210 INTEREST EARNINGS	631.99	3,509.18	8,800.00	5,290.82	39.9
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>631.99</b>	<b>3,509.18</b>	<b>9,300.00</b>	<b>5,790.82</b>	<b>37.7</b>
<u>LIQUOR COST OF GOODS SOLD</u>					
609-37710 WINE COST OF GOODS SOLD	( 2,096.69)	( 914.32)	.00	914.32	.0
609-37711 LIQUOR COST OF GOODS SOLD	11,944.55	8,159.67	.00	( 8,159.67)	.0
609-37712 BEER COST OF GOODS SOLD	20,434.53	35,209.51	.00	( 35,209.51)	.0
609-37715 MIX COST OF GOODS SOLD	171.64	902.85	.00	( 902.85)	.0
609-37716 CIGARETTE COST OF GOODS SOLD	1,071.79	1,826.36	.00	( 1,826.36)	.0
609-37717 MISC. COST OF GOODS SOLD	511.94	( 717.36)	.00	717.36	.0
<b>TOTAL LIQUOR COST OF GOODS SOLD</b>	<b>32,037.76</b>	<b>44,466.71</b>	<b>.00</b>	<b>( 44,466.71)</b>	<b>.0</b>
<u>LIQUOR STORE SALES</u>					
609-37800 GIFT CERTIFICATES	16.40	( 436.51)	.00	436.51	.0
609-37811 LIQUOR SALES	83,568.94	435,661.18	812,000.00	376,338.82	53.7
609-37812 BEER SALES	155,147.79	679,559.98	1,387,157.00	707,597.02	49.0
609-37813 WINE SALES	20,505.26	116,620.63	222,762.00	106,141.37	52.4
609-37815 MIX/NA SALES	6,324.37	28,013.44	54,000.00	25,986.56	51.9
609-37816 CIGARETTE SALES	10,866.02	57,391.79	124,000.00	66,608.21	46.3
609-37817 OTHER MISC. SALES	5,488.35	22,280.81	50,943.00	28,662.19	43.7
<b>TOTAL LIQUOR STORE SALES</b>	<b>281,917.13</b>	<b>1,339,091.32</b>	<b>2,650,862.00</b>	<b>1,311,770.68</b>	<b>50.5</b>
<b>TOTAL FUND REVENUE</b>	<b>314,586.88</b>	<b>1,387,067.21</b>	<b>2,660,162.00</b>	<b>1,273,094.79</b>	<b>52.1</b>

CITY OF MILACA  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2022

MUNICIPAL LIQUOR FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIQUOR STORE OPERATION EXPENSE</u>					
609-49750-101 FULL-TIME REGULAR	7,847.31	42,304.49	67,891.00	25,586.51	62.3
609-49750-102 OVERTIME	.00	847.02	1,000.00	152.98	84.7
609-49750-103 PART-TIME EMPLOYEES	13,497.67	88,164.12	184,303.00	96,138.88	47.8
609-49750-106 ADMIN	3,204.78	19,858.62	40,986.00	21,127.38	48.5
609-49750-121 PERA	1,821.17	11,049.61	21,989.00	10,939.39	50.3
609-49750-122 FICA	1,867.14	11,525.75	22,428.00	10,902.25	51.4
609-49750-131 EMPLOYER PAID HEALTH	979.13	5,796.42	11,474.00	5,677.58	50.5
609-49750-132 EMPLOYER PAID HEALTH SAVING	450.00	2,662.50	5,700.00	3,037.50	46.7
609-49750-133 EMPLOYER PAID DENTAL	58.73	350.48	683.00	332.52	51.3
609-49750-134 EMPLOYER PAID DISABILITY	74.73	394.88	795.00	400.12	49.7
609-49750-151 WORKER S COMP INSURANCE PREM	6,460.00	6,460.00	8,925.00	2,465.00	72.4
609-49750-201 OFFICE SUPPLIES	77.98	320.84	1,500.00	1,179.16	21.4
609-49750-208 TRAINING AND TRAVEL	.00	972.92	2,000.00	1,027.08	48.7
609-49750-217 OTHER OPERATING SUPPLIES	229.65	3,096.13	6,500.00	3,403.87	47.6
609-49750-221 EQUIPMENT PARTS/REPAIRS	.00	3,150.00	2,000.00	( 1,150.00)	157.5
609-49750-240 SMALL TOOLS AND MINOR EQUIP	4,102.49	5,498.37	3,100.00	( 2,398.37)	177.4
609-49750-251 LIQUOR FOR RESALE	69,335.21	318,815.61	551,250.00	232,434.39	57.8
609-49750-252 BEER FOR RESALE	142,302.35	586,770.76	955,500.00	368,729.24	61.4
609-49750-253 WINE FOR RESALE	11,667.68	74,612.93	157,500.00	82,887.07	47.4
609-49750-254 MIX/NON ALCOHOLIC	4,974.75	19,388.02	34,125.00	14,736.98	56.8
609-49750-256 TOBACCO PRODUCTS FOR RESALE	9,043.90	45,274.74	89,250.00	43,975.26	50.7
609-49750-259 OTHER FOR RESALE	3,936.68	13,754.44	36,000.00	22,245.56	38.2
609-49750-260 DEPOSITS	270.00	270.00	.00	( 270.00)	.0
609-49750-301 AUDITING AND ACCT G SERVICES	.00	1,035.00	2,351.00	1,316.00	44.0
609-49750-309 EDP, SOFTWARE AND DESIGN	619.63	3,900.88	4,312.00	411.12	90.5
609-49750-310 OTHER PROFESSIONAL SERVICES	275.36	1,768.59	7,500.00	5,731.41	23.6
609-49750-321 TELEPHONE	189.13	895.83	2,200.00	1,304.17	40.7
609-49750-322 POSTAGE	.00	.00	500.00	500.00	.0
609-49750-333 FREIGHT AND EXPRESS	1,594.88	7,757.79	15,750.00	7,992.21	49.3
609-49750-343 OTHER ADVERTISING	200.00	1,627.90	1,500.00	( 127.90)	108.5
609-49750-361 LIABILITY/PROPERTY	.00	6,425.59	6,500.00	74.41	98.9
609-49750-364 DRAM SHOP	.00	2,970.00	2,625.00	( 345.00)	113.1
609-49750-381 UTILITIES	2,102.77	13,900.92	33,125.00	19,224.08	42.0
609-49750-384 REFUSE/GARBAGE DISPOSAL	105.30	556.92	1,000.00	443.08	55.7
609-49750-401 REPAIRS/MAINT BUILDINGS	.00	6,077.26	6,500.00	422.74	93.5
609-49750-405 DEPRECIATION	.00	.00	47,250.00	47,250.00	.0
609-49750-421 CREDIT CARD/BANK FEES	4,261.33	20,617.69	44,100.00	23,482.31	46.8
609-49750-431 CASH SHORT	.10	98.12	.00	( 98.12)	.0
609-49750-433 DUES AND SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
609-49750-434 UNIFORMS	.00	.00	750.00	750.00	.0
609-49750-437 OTHER MISCELLANEOUS	53.58	173.60	2,800.00	2,626.40	6.2
609-49750-520 BUILDINGS AND STRUCTURES	4,524.68	123,472.46	75,000.00	( 48,472.46)	164.6
609-49750-530 IMPROV OTHER THAN BLDGS	.00	157.28	.00	( 157.28)	.0
609-49750-580 OTHER EQUIPMENT	.00	8,758.76	.00	( 8,758.76)	.0
609-49750-700 TRANSFER TO GENERAL FUND	16,666.66	99,999.96	200,000.00	100,000.04	50.0
609-49750-730 TRANSFER TO OTHER FUND	.00	25,000.00	25,000.00	.00	100.0
<b>TOTAL LIQUOR STORE OPERATION EXPENS</b>	<b>312,794.77</b>	<b>1,586,533.20</b>	<b>2,685,162.00</b>	<b>1,098,628.80</b>	<b>59.1</b>



CITY OF MILACA  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

MUNICIPAL LIQUOR FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	312,794.77	1,586,533.20	2,685,162.00	1,098,628.80	59.1
NET REVENUE OVER EXPENDITURES	1,792.11	( 199,465.99)	( 25,000.00)	174,465.99	(797.9)

CITY OF MILACA  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

DEPUTY REGISTRAR FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUES</u>					
619-36200 MISCELLANEOUS REVENUES	.00	196.00	1,500.00	1,304.00	13.1
619-36210 INTEREST EARNINGS	4.10	23.06	1,000.00	976.94	2.3
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>4.10</b>	<b>219.06</b>	<b>2,500.00</b>	<b>2,280.94</b>	<b>8.8</b>
<u>MOTOR VEHICLE SALES</u>					
619-37900 MOTOR VEHICLE LICENSE	18,449.14	118,223.37	193,362.00	75,138.63	61.1
619-37911 DRIVER LICENSE	270.00	2,518.00	1,000.00	( 1,518.00)	251.8
619-37912 D.N.R.	2,995.60	2,441.40	16,094.00	13,652.60	15.2
<b>TOTAL MOTOR VEHICLE SALES</b>	<b>21,714.74</b>	<b>123,182.77</b>	<b>210,456.00</b>	<b>87,273.23</b>	<b>58.5</b>
<b>TOTAL FUND REVENUE</b>	<b>21,718.84</b>	<b>123,401.83</b>	<b>212,956.00</b>	<b>89,554.17</b>	<b>58.0</b>

CITY OF MILACA  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2022

DEPUTY REGISTRAR FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR VEHICLE EXPENSES</u>					
619-49900-101 FULL-TIME REGULAR	3,836.50	31,877.82	83,512.00	51,634.18	38.2
619-49900-102 OVERTIME	.00	291.90	500.00	208.10	58.4
619-49900-103 PART-TIME EMPLOYEES	3,702.57	25,677.93	34,870.00	9,192.07	73.6
619-49900-106 ADMIN	1,367.79	8,545.71	17,331.00	8,785.29	49.3
619-49900-121 PERA	668.05	4,811.65	10,178.00	5,366.35	47.3
619-49900-122 FICA	676.09	4,966.84	10,382.00	5,415.16	47.8
619-49900-131 EMPLOYER PAID HEALTH	739.13	6,435.84	21,043.00	14,607.18	30.6
619-49900-132 EMPLOYER PAID HEALTH SAVING	337.50	3,512.47	10,350.00	6,837.53	33.9
619-49900-133 EMPLOYER PAID DENTAL	47.38	358.12	1,023.00	664.88	35.0
619-49900-134 EMPLOYER PAID DISABILITY	45.39	336.44	830.00	493.56	40.5
619-49900-151 WORKER S COMP INSURANCE PREM	.00	.00	1,350.00	1,350.00	.0
619-49900-201 OFFICE SUPPLIES	.00	1,549.97	1,500.00	( 49.97)	103.3
619-49900-208 TRAINING AND TRAVEL	.00	36.96	250.00	213.04	14.8
619-49900-217 OTHER OPERATING SUPPLIES	.00	1,221.29	1,000.00	( 221.29)	122.1
619-49900-240 SMALL TOOLS AND MINOR EQUIP	.00	775.96	1,500.00	724.04	51.7
619-49900-301 AUDITING AND ACCT G SERVICES	.00	310.50	800.00	489.50	38.8
619-49900-309 EDP, SOFTWARE AND DESIGN	619.61	4,406.86	4,312.00	( 94.86)	102.2
619-49900-310 OTHER PROFESSIONAL SERVICES	90.66	664.28	1,300.00	635.72	51.1
619-49900-321 TELEPHONE	212.99	1,236.52	2,500.00	1,263.48	49.5
619-49900-322 POSTAGE	.00	2,113.74	1,500.00	( 613.74)	140.9
619-49900-343 OTHER ADVERTISING	.00	657.05	100.00	( 557.05)	657.1
619-49900-361 LIABILITY/PROPERTY	.00	261.69	200.00	( 61.69)	130.9
619-49900-410 RENTALS (GENERAL)	500.00	3,000.00	6,000.00	3,000.00	50.0
619-49900-421 CREDIT CARD/BANK FEES	.00	.00	25.00	25.00	.0
619-49900-432 UNCOLLECTABLE CHECKS	.00	118.25	100.00	( 18.25)	118.3
619-49900-433 DUES AND SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
<b>TOTAL MOTOR VEHICLE EXPENSES</b>	<b>12,843.66</b>	<b>103,167.79</b>	<b>212,956.00</b>	<b>109,788.21</b>	<b>48.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>12,843.66</b>	<b>103,167.79</b>	<b>212,956.00</b>	<b>109,788.21</b>	<b>48.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>8,875.18</b>	<b>20,234.04</b>	<b>.00</b>	<b>( 20,234.04)</b>	<b>.0</b>

## Tammy Pfaff

---

**From:** Bishop, Jeff <Jeff.Bishop@mail.house.gov>  
**Sent:** Monday, June 27, 2022 2:42 PM  
**To:** Tammy Pfaff  
**Cc:** Eloranta, John; Schultz, Isaac  
**Subject:** FY23 Stauber Community Project Request

Tammy -

I am reaching out with good news. Funding for your requested Airport Road project has been included in the *first draft* of the FY23 appropriations legislation released by the committee. It has been funded at the full \$1.5 million.

There is still a long way to go for this legislation and there are still no guarantees that this money will be included in the final version that will be signed into law in the Fall or early next year, however this is a good sign. Rep. Stauber will continue to advocate for this project.

There are no further actions needed from you at this time. Please let us know if you have any questions.

Jeff

**Jeff Bishop**  
Deputy Chief of Staff  
Rep. Pete Stauber  
202-225-6211  
461 Cannon House Office Building

RESOLUTION NO. 22-27

RESOLUTION ASSESSING MOWING COSTS

BE IT RESOLVED by the Milaca City Council that the council hereby assess the following cost of a nuisance abatement for a period of 1 (one) year at the rate of 7 (seven) percent payable for 2023 taxes:

PID #	OWNER	ADDRESS	DATE OF MOWING	ASSESSED
21-040-0220	Gustafson, Jennifer	245 3 <sup>rd</sup> Ave NW	06-23-22	\$60.00
21-043-0790	Lablanc, Leam	355 3 <sup>rd</sup> Ave SE	06-16-22	\$60.00

Adopted this 21st day of July, 2022.

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

ATTEST

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

RESOLUTION NO. 22-28

RESOLUTION ACCEPTING DONATIONS

WHEREAS, The City of Milaca is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of its citizens in accordance with the term prescribed by the donor to be used for the Rec Festival in Fund 214; and

WHEREAS, the following persons and entities have offered to contribute the cash in the actual amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Town and Country Finance	\$ 600.00
United Country Real Estate	\$ 450.00
American Legion	\$ 500.00
1 <sup>st</sup> National Bank of Milaca	\$1000.00
The Insurance Shop	\$ 450.00
Spire Credit Union	\$ 750.00
Teals Market	\$ 800.00
Granite Ledge Electrical	\$ 700.00
Jim's Mille Lacs Disposal	\$In-Kind

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

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

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

1. The donations described above are accepted and shall be used to fund the Rec Festival either alone or in cooperation with others, as allowed by law.
2. The city manager is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted this 21st day of July 2022.

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

ATTEST

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

**ORDINANCE NO. 494**  
**AN ORDINANCE AMENDING CHAPTER 30**  
**(CITY GOVERNMENT) OF THE CITY OF MILACA CODE OF ORDINANCES**

Added language is indicated by underline and removed language is indicated by ~~striketrough~~

THE CITY COUNCIL OF THE CITY OF MILACA DOES HEREBY ORDAIN THE FOLLOWING ORDINANCES ARE AMENDED AS FOLLOWS:

CHAPTER 30: CITY GOVERNMENT

Section

General Provisions

- 30.01 Committees
- 30.02 Other boards and commissions; advisory status
- 30.03 City Manager-Clerk established
- 30.04 Annual audit

City Council

- 30.15 Meetings; time and notification
- 30.16 Annual designations; officers, newspaper, and depositories
- 30.17 Presiding officer; Mayor
- 30.18 Meeting minutes
- 30.19 Order of business; agenda
- 30.20 Quorum; voting
- 30.21 Ordinances, resolutions, motions, and the like
- 30.22 Rules; suspension or amendment
- 30.23 Mayor and Council members; compensation

GENERAL PROVISIONS

§ 30.01 COMMITTEES.

(A) The City Council may create committees, standing or special, as it deems necessary, including, but not limited to the parks, planning, personnel, budget, economic development and tourism.

(B) These committees shall consist of as many members and perform duties, as the Council may require.

(74 Code, § 100:30)

§ 30.02 OTHER BOARDS AND COMMISSIONS; ADVISORY STATUS.

Pursuant to M.S. § 412.621, subd. 1, as amended from time to time, there shall be no board of health as defined in M.S. § 145A.02, subd. 2, as amended from time to time, library board, park board, public utilities commission, or any other administrative board or commission, except for the administration of a function jointly with another political subdivision. The Council shall

itself be and perform the duties and exercise the powers of the board of health and shall govern and administer the library, parks and utilities as fully as other municipal functions for the administration of which no independent boards are authorized by statute for cities generally. The Council may, however, create boards or commissions to advise the Council with respect to any municipal function or activity or to investigate any subject of interest to the city.

§ 30.03 CITY MANAGER-CLERK ESTABLISHED.

(A) The Office of City Clerk-Treasurer is hereby abolished.

(B) Pursuant to M.S. § 412.681, as amended from time to time, the Offices of City Manager and City Clerk in this city are hereby combined in the Office of City Manager-Clerk.

(C) The Office of City Treasurer shall be filled by appointment of the City Manager-Clerk. (Ord. 194, passed 5-17-79)

§ 30.04 ANNUAL AUDIT.

Beginning with the year in which this code becomes effective and each year thereafter, there shall be an audit of the city's financial affairs by the State Auditor or a public accountant in accordance with minimum auditing procedures prescribed by the State Auditor.

(74 Code, § 110:00) (Ord. 174, passed 12-1-76)

CITY COUNCIL

§ 30.15 MEETINGS; TIME AND NOTIFICATION.

(A) Regular meetings of the Council shall be designated at the first regular meeting of the Council in January of each year, except that the first regular meeting shall be held on the same day as the previous year. Any regular meeting falling upon a holiday shall be held on the next following business day, unless changed by the Council, at the same time and place. All meetings, including special and adjourned meetings, shall be held in the City Hall, unless otherwise designated by the Council with proper notice.

(B) Special meetings of the Council may be called by the Mayor or by any two members of the Council by writing filed with the City Manager-Clerk. At least one day before the meeting the City Manager-Clerk shall notify each member of the time, place, and purpose of the meeting by causing written notice thereof to be delivered to him or her personally if he or she can be found, or, if he or she cannot be found, by leaving a copy at the home of the member with some person of suitable age and discretion. Special meetings may be held without prior written notice when all Council members are present at the meeting or consent thereto in writing. This consent shall be filed with the City Manager-Clerk prior to the beginning of the meeting. Any special meeting attended by all the Council members shall be a valid meeting for the transaction of any business that may come before the meeting. Written notice of any special meeting shall be posted giving the date, time, place and purpose of the meeting at least three days before the meeting. Written notice shall be mailed at least three days before the meeting to anyone who has filed a written request for notice of special meetings. In calculating the three days, if the last day falls on a Saturday, Sunday or legal holiday, the next regular business day shall be counted as the third day.



(C) All Council meetings, including special meetings and adjourned meetings, shall be open to the public, unless closure is permitted or required by the Open Meeting Law, M.S. Ch. 13D, as it may be amended from time to time.

(D) No Council meeting shall be conducted after 7:00 p.m. on the day of a political party precinct caucus.

(74 Code, § 100:00)

#### § 30.16 ANNUAL DESIGNATIONS; OFFICERS, NEWSPAPER, AND DEPOSITORIES.

At the first regular Council meeting in January of each year, the Council shall:

(A) Designate the official newspaper;

(B) Designate the depositories of city funds;

(C) Choose an acting mayor from the Council members, who shall perform the duties of the Mayor during the disability or absence of the Mayor from the city or, in case of a vacancy in the office of Mayor, until a successor has been appointed and qualified; and

(D) Appoint officers and employees and members of boards, commissions, and committees as may be necessary.

(74 Code, § 100:00)

#### § 30.17 PRESIDING OFFICER; MAYOR.

(A) The Mayor shall preside at all meetings of the Council. In the absence of the Mayor, the acting mayor shall preside. In the absence of both, the City Manager-Clerk shall call the meeting to order and shall preside until the Council members present at the meeting choose one of their number to act temporarily as presiding officer.

(B) The presiding officer shall preserve order, enforce rules of procedure herein prescribed, and determine without debate, subject to the final decision of the Council on appeal, all questions of procedure and order. Except as otherwise provided by statute or by these rules, the proceedings of the Council shall be conducted in accordance with Robert's Rules of Order Revised.

(C) Any member may appeal to the Council from a ruling of the presiding officer. If the appeal is seconded, the member may speak once solely on the question involved and the presiding officer may explain his or her ruling, but no other Council member shall participate in the discussion. The appeal shall be sustained if it is approved by a majority of the members present exclusive of the presiding officer.

(74 Code, § 100:05)

#### § 30.18 MEETING MINUTES.

(A) (1) Minutes of each Council meeting shall be kept by the City Manager-Clerk, or in his or her absence, by the Assistant City Clerk ~~Deputy City Manager-Clerk~~. In the absence of both, the presiding officer shall appoint a secretary pro tem.

(2) Ordinances, resolutions, and claims need not be recorded in full in the minutes if they appear in other permanent records of the City Manager-Clerk and can be accurately identified from the description given in the minutes.

(B) The minutes of each meeting shall be reduced to typewritten form, and shall be signed by the City Manager-Clerk, and copies thereof shall be delivered to each Council member as soon

as practicable after the meeting. At the next regular Council meeting following delivery, approval of the minutes shall be considered by the Council. The minutes need not be read aloud, but the presiding officer shall call for any additions or corrections. If there is no objection to a proposed addition or correction, approval may be made without a vote of the Council. If there is an objection, the Council shall vote upon the addition or correction. If there are no additions or corrections, the minutes shall stand approved.

(74 Code, § 100:10)

§ 30.19 ORDER OF BUSINESS; AGENDA.

(A) Each meeting of the Council shall convene at the time and place appointed therefor. Council business shall be conducted in the following order:

- (1) Call to order;
- (2) Pledge of Allegiance;
- ~~(2)~~ (3) Roll call;
- (4) Approval of agenda;
- ~~(3)~~ (5) Approval of minutes and bills;
- (6) Approval of bills;
- ~~(4)~~ (7) Public hearings;
- (8) Open Forum
- ~~(5)~~ (9) Petitions, requests, and communications;
- ~~(6)~~ (10) Ordinances and resolutions;
- ~~(7)~~ (11) Reports of Departments of officers, boards, and committees;
  - (a) City Manger
  - (b) Police
  - (c) Parks
  - (d) Public Works
  - (e) Liquor Store
  - (f) Fire Department
  - (g) Planning & Zoning
  - (h) Airport
- (12) Committees
  - (a) Personnel
  - (b) Budget
  - (c) Tourism
  - (d) EDC
- ~~(8)~~ (13) Unfinished business;
- ~~(9)~~ (14) New business;
- ~~(10)~~ (15) Miscellaneous;
- ~~(11)~~ (16) Council Comments;

(17) Adjournment.

(B) The order of business may be varied by the presiding officer, but all public hearings shall be held at the time specified in the notice of the hearing.

(C) An agenda of business for each Council meeting shall be prepared and filed in the office of the City Manager-Clerk not later than the Friday immediately preceding the regular scheduled meeting of the City Council. The agenda shall be prepared in accordance with the order of business and copies thereof shall be delivered to each Council member and to the City Attorney as far in advance of the meeting as time for preparation will permit. 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. In the event any Council member wishes to propose a new ordinance including amendments to existing ordinances, and the new ordinance does not relate directly to a subject or item of business on the agenda, then one week prior to the regular scheduled meeting of the Council, the Council member introducing that ordinance must present to the City Manager-Clerk in writing a summary of the ordinance to be proposed. The City Manager-Clerk shall then include the proposed ordinance as part of the agenda and deliver a copy of the summary to other Council members and to the City Attorney at the same time the agenda is delivered.

(74 Code, § 100:15) (Am. Ord. 262, passed 11-10-83)

§ 30.20 QUORUM; VOTING.

(A) At all Council meetings a majority of all the Council members elected shall constitute a quorum for the transaction of business.

(B) The votes of the members on any question pending before the Council may be by voice vote, standing vote, or any other manner of voting which signifies the intention of the members, and the names of those voting for and against the question shall be recorded in the minutes. If any member, being present, does not vote, the minutes, as to his or her name, shall be marked "Present - Not voting."

(C) A majority vote of all members of the Council shall be necessary for approval of any ordinance unless a larger number is required by statute. Except as otherwise provided by statute, a majority vote of a quorum shall prevail in all other cases.

(D) Whenever a phrase "four-fifths vote of the Council" or a similar phrase is used in this code or any other ordinance contained in the municipal code of the city, these phrases shall be deemed to mean a four-fifths vote of all the members of the Council, including members not then and there present.

(74 Code, § 100:20) (Am. Ord. 262, passed 11-10-83)

§ 30.21 ORDINANCES, RESOLUTIONS, MOTIONS, AND THE LIKE.

(A) Every ordinance shall be presented in writing and shall receive two readings by the City Manager-Clerk before the Council previous to its passage, but shall not be read twice at the same meeting unless the rules are suspended for that purpose. Every ordinance introduced or considered shall be recorded in the minutes by title.

(B) (1) This first reading of an ordinance shall be by title only and unless the rules are suspended, each member of the Council shall be furnished a copy of the ordinance before the next Council meeting. No vote on the first reading will be required except where a public hearing is required before passage of an ordinance.

(2) In cases where a public hearing is required, the first reading must pass by a majority vote of the Council members then and there present before a public hearing will be called, and if the ordinance shall fail to receive a majority vote to pass in the first reading, no public hearing will be called and the ordinance shall be deemed to have been defeated. A vote in favor of the passage of the first reading of the ordinance shall not be deemed a vote in favor of the ordinance on the second reading, nor shall a Council member voting for an approval of the first reading be required to vote in favor of the ordinance on the second reading. Nothing in this section shall be construed to deny the right to a public hearing where a citizen has a right to a hearing under law. The first reading of an ordinance shall be informational in nature only and unless the rules are suspended shall not be subject to debate at the first reading.

(C) The second reading of an ordinance shall be by section headings only, at which time amendments, if any, may be offered; but the reading of any sections shall not prevent a Council member from offering amendments to a previous section. If no amendments are made, the presiding officer shall submit the ordinance to a vote; but if amendments are made, the presiding officer shall so report and each section shall be read as amended before a vote upon the ordinance is taken.

(D) All motions shall be recorded in the minutes and stated in full before the presiding officer submits them to a vote. All petitions and other communications addressed to the Council shall be in writing and shall be read in full upon presentation of the same to the Council. They shall then be filed in the office of the City Manager-Clerk.

(E) Every ordinance and resolution by the Council shall be signed by the Mayor, attested by the City Manager-Clerk, and filed by him or her in the Ordinance or Resolution Book. Proof of publication of every ordinance shall be attached to and filed with the ordinance.

(F) Every ordinance or resolution repealing a previous ordinance or resolution or a section or division thereof shall give the number, if any, and the title of the ordinance or resolution to be repealed in whole or in part. No ordinance or resolution or division thereof shall be amended by reference to the title alone, but the amending ordinance or resolution shall set forth in full each section or division to be amended.

(74 Code, § 100:25) (Am. Ord. 262, passed 11-10-83)

#### § 30.22 RULES; SUSPENSION OR AMENDMENT.

These rules, or any of them, may be temporarily suspended by a three-fourths vote of all the Council members, and shall not be repealed or amended except by a majority vote of the whole Council after notice has been given at some preceding Council meeting.

(74 Code, § 100:35)

#### § 30.23 MAYOR AND COUNCIL MEMBERS; COMPENSATION.

Salaries of the Mayor and Council members shall be fixed by ordinance. No change in salary shall take place until after the next succeeding city election.

(74 Code, § 105:05) (Ord. 172, passed 11-10-76; Am. Ord. 443, passed 7-19-18)

Adopted by the City Council of the City of Milaca this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

Mayor Harold Pedersen

ATTEST

---

Tammy Pfaff, City Manager

First Reading: June 21, 2022  
Second Reading: July 21, 2022  
Published: \_\_\_\_\_

**ORDINANCE NO. 495**  
**AN ORDINANCE AMENDING CHAPTER 31**  
**(BOARDS, COMMISSIONS, AND DEPARTMENTS) OF THE CITY OF MILACA**  
**CODE OF ORDINANCES**

Added language is indicated by underline and removed language is indicated by ~~strikethrough~~

THE CITY COUNCIL OF THE CITY OF MILACA DOES HEREBY ORDAIN THE FOLLOWING ORDINANCES ARE AMENDED AS FOLLOWS:

**CHAPTER 31: BOARDS, COMMISSIONS, AND DEPARTMENTS**

**Section**

31.01 Reserved

**Fire Department**

31.20 Continuation of Department

31.21 Firefighter appointment

31.22 Duties of Chief

31.23 Records

31.24 Regulations

31.25 Compensation

31.26 Relief Association

**Planning Commission**

31.40 Establishment

31.41 Composition

31.42 Length of appointment

31.43 Officers; meetings and records

31.44 Program of work

31.45 Comprehensive Plan; preparation

31.46 Procedure for adoption of Plan

31.47 Execution of Plan

**Board of Adjustments and Appeals**

31.60 Establishment; composition and powers

**Parks and Recreation Advisory Commission**

31.75 Establishment; membership

31.76 Meetings; rules of procedure; officers

31.77 Duties

31.78 Director of Parks

**Cross-reference:**

Boards and commissions; advisory status, see § 30.02

Committees, see § 30.01

§ 31.01 RESERVED

FIRE DEPARTMENT

§ 31.20 CONTINUATION OF DEPARTMENT.

There is hereby continued in this city a Volunteer Fire Department consisting of a Chief(s) and other officers as the City Manager or City Council shall establish, and a number of firefighters as may be determined from time to time by the City Manager, but shall not be greater than 25.

(Ord. passed 1-19-89; Am. Ord. 406, passed 12-19-13)

§ 31.21 FIREFIGHTER APPOINTMENT.

(A) The officers on the department shall be selected annually by the Chief from an eligibility list subject to confirmation by the City Manager-Clerk following consultation with the City Council. Each shall hold office for one year and until his or her successor has been duly qualified and appointed, except that an officer may be removed by the City Manager-Clerk for cause.

(B) Firefighters and probationary firefighters shall be appointed or removed by the City Manager-Clerk, who shall take into consideration recommendations of the Department officers and members of the Department.

(Ord. passed 1-19-89; Am. Ord. 406, passed 12-19-13)

§ 31.22 DUTIES OF CHIEF.

(A) The Chief(s) shall have control of the firefighting apparatus and shall be solely responsible for its care and condition. He or she shall make an annual report to the Council at its meeting in June of each year on the condition of the equipment and needs of the Fire Department.

(B) He or she may submit additional reports and recommendations at any meeting of the Council, and shall report each suspension by him or her of a member of the Fire Department to the City Manager-Clerk as soon as reasonably practicable following the suspension.

(C) The Chief(s) shall be responsible for the proper training of Firefighters. The City Manager may discipline or suspend any member for refusal or neglect to obey orders or for violating Fire Department organization rules and regulations.

(Ord. passed 1-19-89; Am. Ord. 406, passed 12-19-13)

§ 31.23 RECORDS.

The Chief shall keep in convenient form a complete record of all fires. The record shall include the time of the alarm, location of fire, cause of fire (if known), type of building, name of owner and tenant, purpose for which occupied, value of building and contents, members of the Department responding to the alarm, and other information as he or she may deem advisable or as may be required from time to time by the City Manager-Clerk or the State Department of Commerce.

(Ord. passed 1-19-89; Am. Ord. 406, passed 12-19-13)

§ 31.24 REGULATIONS.

The Department may enact a department policy manual for its regulation as shall be necessary from time to time, all of which shall be subject to confirmation by the Council. All these regulations shall comply with all ordinances of this city as well as with all laws of the state, specifically including, but not by way of limitation, compliance with the State Human Rights Act (M.S. §§ 363.01 through 363.14, as amended from time to time), and comply with applicable federal laws.

(Ord. passed 1-19-89; Am. Ord. 406, passed 12-19-13)

§ 31.25 COMPENSATION.

The members and officers of the Fire Department shall receive compensation for their services to the Department as shall be set annually by the Council. The City Manager-Clerk and Chief shall annually or at other periods of time recommend to the Council the basis for and amount of compensation.

(Ord. passed 1-19-89; Am. Ord. 406, passed 12-19-13)

§ 31.26 RELIEF ASSOCIATION.

The city Fire Department Relief Association heretofore organized and maintained by the Department is hereby continued in accordance with law.

(Ord. passed 1-19-89; Am. Ord. 406, passed 12-19-13)

PLANNING COMMISSION

§ 31.40 ESTABLISHMENT.

The Planning Commission for this municipality is hereby continued as heretofore established.

(74 Code, § 220:00)

Cross-reference:

Board of Adjustment and Appeals, see § 31.60

§ 31.41 COMPOSITION.

(A) The Planning Commission shall consist of seven voting members. A minimum of five members shall be appointed from the resident population of the city and up to two members may be appointed from the surrounding community area. Any member may be removed by a majority vote of the Council.

(B) In addition to the seven members, the Council shall select one member for the Commission from among its own members to serve as a Planning Commission liaison. The Council member, City Manager-Clerk, City Attorney, and the City Zoning Administrator shall all be ex-officio members.

(74 Code, § 220:05) (Ord. 168, passed 5-12-76; Am. Ord. 168, passed 4-9-87; Am. Ord. 327, passed 3-15-01)



§ 31.42 LENGTH OF APPOINTMENT.

(A) Members of the Planning Commission shall be appointed for terms of three years. Both original and successive appointees shall hold their offices until their successors are appointed and qualified. The terms of ex-officio members shall correspond to their respective official tenures. Vacancies during the term shall be filled by the Council for the unexpired portion of the term. Every appointed member shall, before entering upon the discharge of his or her duties, take an oath that he or she will faithfully discharge the duties of the office. All members, excluding ex-officio members, of the Planning Commission shall receive a monthly stipend as set by ordinance to help defray their expenses.

(B) All current appointments shall expire on December 31, 2007, and initial appointments under this ordinance shall be made on January 1, 2008 as follows: Two seats for one-year terms, two seats for two-year terms, and three seats for three-year terms. All appointments made after the initial appointment shall convert to three-year terms.

(Ord. 367, passed 2-15-07)

§ 31.43 OFFICERS; MEETINGS AND RECORDS.

The Commission shall elect a Chairperson from among its appointed members for a term of one year, and the Commission may create and fill other offices as it may determine. The Commission shall ~~hold at least one regular meeting each month~~ meet as needed. It shall adopt rules for the transaction of business and shall keep a record of its resolutions, transactions, and findings, which record shall be a public record. On or before January 1 of each year the Commission shall submit to the Council a report of its work during the preceding year. Expenditures of the Commission shall be within amounts appropriated for the purpose by the Council.

('74 Code, § 220:15)

§ 31.44 PROGRAM OF WORK.

(A) Upon the appointment and organization of the Commission, it shall proceed with the preparation and adoption of resolution of a program of work, outlining activities proposed to be undertaken in the exercise of its powers and the performance of its duties. The program will include:

- (1) An outline of data and information to be assembled as a basis for the Comprehensive Plan;
- (2) An outline of subjects to be covered by the Comprehensive Plan; and
- (3) An outline of types of procedure necessary to make the Comprehensive Plan effective.

(B) The Planning Commission may, by resolution, revise its program of work from time to time.

('74 Code, § 220:20)

§ 31.45 COMPREHENSIVE PLAN; PREPARATION.

It shall be the function and duty of the Planning Commission to prepare and recommend to the Council a Comprehensive Plan for the physical development of this municipality, including proposed public buildings, street arrangements and improvements, public utility services, parks,

playgrounds, and other similar developments, the use of property, the density of population, and other matters relating to its physical development. The Plan may be prepared in sections, each of which shall relate to a major subject of the Plan, as outlined in the Commission's program of work.

(74 Code, § 220:25)

#### § 31.46 PROCEDURE FOR ADOPTION OF PLAN.

(A) Before recommending to the Council for adoption the Comprehensive Plan or any section of it or any substantial amendment thereof, the Commission shall hold at least one public hearing thereon, notice of the time and place of which shall be given by publication in a newspaper of general circulation at least ten days before the day of the hearing. The Council may amend and adopt the recommended Plan by a two-thirds vote for all its members.

(B) The Commission may from time to time recommend to the Council amendments or deletions to the Plan or section thereof as herein provided for the adoption of the original plan whenever changed conditions or further studies by the Commission indicate that an amendment or addition is necessary.

(74 Code, § 220:30)

#### § 31.47 EXECUTION OF PLAN.

(A) Upon the adoption of the Comprehensive Plan or any section thereof, it shall be the duty of the Planning Commission to recommend to the Council reasonable and practicable means for putting into effect the Plan or section thereof in order that the same will serve as a pattern and guide for the orderly physical development of this municipality and as a basis for the efficient expenditure of the funds thereof relating to the subjects of the Plan.

(B) These means shall consist of any proposed revision of the current existing zoning plan, the control of subdivision plats, a plan of future streets, coordination of the normal public improvements, a long-term program of capital expenditures, and other matters as will accomplish the purposes of this section.

(74 Code, § 220:35)

#### § 31.48 COMPENSATION.

The members and officers of the Planning Commission shall receive compensation for their services as shall be set annually by the Council. The City Manager-Clerk shall annually or at other periods of time recommend to the Council the basis for and amount of compensation.

### BOARD OF ADJUSTMENTS AND APPEALS

#### § 31.60 ESTABLISHMENT; COMPOSITION AND POWERS.

The Council for the city is hereby designated and appointed the Board of Adjustments and Appeals for the city with authority to exercise those powers granted to the Board of Adjustments and Appeals under city ordinances, including those powers set forth in §§ 156.165 et seq.

(Ord. 280, passed 2-14-85)

Cross-reference:

Flood plain districts; zoning appeals and variances, see § 153.132

Planning Commission, see §§ 31.60 through 31.63  
Sign variances, see § 156.138  
Zoning appeals and variances, see §§ 156.165 et seq.

## PARKS AND RECREATION ADVISORY COMMISSION

### § 31.75 ESTABLISHMENT; MEMBERSHIP.

There is hereby established a Parks and Recreation Commission for the city, pursuant to M.S. § 412.11, as amended from time to time. The Commission shall consist of nine voting members, who shall be appointed by the City Council, with names of candidates submitted 30 days prior to selection at January's regular Council meeting. The term of each member shall be three years. Vacancies during the term shall be filled by the Council for the unexpired portion of the term. There is no limit to the number of times of service, but reappointments are not to be automatic. A City Council member shall be appointed by the City Council as a liaison and shall serve as an ex-officio member of the Commission. ~~All members, excluding ex-officio members, of the Parks and Recreation Advisory Commission shall receive a monthly stipend for meetings attended, in an amount set by ordinance, to help defray their expenses.~~

(74 Code, § 235:00) (Ord. 166, passed 9-10-75; Am. Ord. 295, passed 11-17-88)

### § 31.76 MEETINGS; RULES OF PROCEDURE; OFFICERS.

The Commission shall ~~hold at least one regular meeting each month~~ meet as needed. The Commission shall establish regular meeting dates, but special meetings may be called by an officer of the Commission upon three days' notice to all members. The Commission shall establish rules of procedure as may be deemed necessary. The Commission shall select a Chairperson and a Secretary from its membership who shall serve for terms of one year, beginning with the first meeting of the year.

(74 Code, § 235:05) (Ord. 166, passed 9-10-75; Am. Ord. 295, passed 11-17-88)

### § 31.77 DUTIES.

The Commission shall submit to the City Council annually, prior to June 15, a report pertaining to the current status of the parks and recreation facilities and programs, and shall include, but not be limited to, any proposals which may be necessary for the acquisition, development, and proper use of park properties and recreation programming as may be deemed appropriate. Other reports shall be submitted to the city as requested or as the Commission deems appropriate in light of the matter under consideration.

(74 Code, § 235:10) (Ord. 166, passed 9-10-75; Am. Ord. 295, passed 11-17-88)

### § 31.78 DIRECTOR OF PARKS.

~~The City Council shall appoint a Director of Parks among the city's regular full-time employees.~~

(74 Code, § 235:15) (Ord. 166, passed 9-10-75)

Adopted by the City Council of the City of Milaca this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST

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

First Reading: June 21, 2022  
Second Reading: July 21, 2022  
Published: \_\_\_\_\_

ORDINANCE NO. 496

AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES FOR THE CITY OF MILACA, MN

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the S-18 Supplement to the Code of Ordinances of the Political Subdivision, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of this Political Subdivision; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to sections of the Minnesota code; and

WHEREAS, it is the intent of the city council to accept these updated sections in accordance with the changes of the law of the State of Minnesota; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MILACA:

Section 1. That the 2022 S-18 Supplement to the Code of Ordinance of the City of Milaca as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the Milaca City Council, and the City Manager is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the City Manager.

Section 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect at the earliest date provided by law.

Passed this 21st day of July, 2022.

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

ATTEST

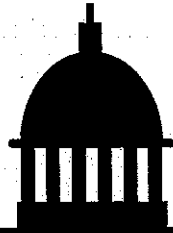
\_\_\_\_\_  
Tammy Pfaff, City Manager

1<sup>st</sup> reading: 07-21-22

2<sup>nd</sup> reading: 07-21-22

Published \_\_\_\_\_

LEAGUE OF MINNESOTA CITIES



**2022**  
**Law**  
**Summaries**

**Regular Session Legislative Action**

**MINNESOTA SESSION LAWS 2022**



**LMC**

**LEAGUE of**  
**MINNESOTA**  
**CITIES**



## INSURANCE/WORKERS' COMPENSATION

### COVID-19 presumption extension

Chapter 32 (HF 1203\*/SF 1203) reinstates as of Feb. 3, 2022, the COVID-19 workers' compensation occupational disease presumption for public safety and health care personnel who contract COVID-19. The presumption sunsets Jan. 13, 2023. The law clarifies that employees with dates of injury that occurred after Dec. 31, 2021 (the sunset of the former law) and before Feb. 3 or after the sunset of the re-enacted presumption on Jan. 13, 2023, are not precluded from claiming an occupational disease as a result of contracting COVID-19. However, without the occupational disease presumption, the burden of proof would be on the employee to demonstrate a work-related cause. *Effective Feb. 3, 2022, through Jan. 13, 2023. (GC)*



## LAND USE

### Intermediate care facilities as temporary permitted single-family residential use

Chapter 98 (\*HF 4065/SF 3816) is the omnibus health and human services policy bill. Article 4, section 11 amends Minn. Stat. § 245A.11, subd. 2 to temporarily allow licensed residential services provided to more than four persons with developmental disabilities in a supervised living facility with a licensed capacity of seven to eight persons as a permitted single-family residential use, unless otherwise provided in a zoning regulation. A zoning authority may require a conditional use or special use permit to assure proper maintenance and operation of the residential program. Conditions imposed on the residential program must not be more restrictive than those imposed on other conditional uses or special uses of residential property in the same zones, unless the additional conditions are necessary to protect the health and safety of the persons being served by the program. *Effective July 1, 2022, and expires on July 1, 2023. (IK)*



## LIQUOR

### Liquor licensing changes

Chapter 86 (HF 2767/SF 3008\*) is the omnibus liquor bill. It modifies provisions relating to liquor regulation and authorizes special local liquor laws. *Effective May 23, 2022. (AH)*

#### Article 1: Liquor regulation

- **Distiller license changes.** Article 1, section 1 amends Minn. Stat. § 340.101 to allow a municipality to issue a cocktail room license to the holder of a distilled spirits manufacturer license. This authorizes on-sale of distilled liquor produced by the distiller for consumption on the

premises of or adjacent to one distillery location owned by the distiller. Under this new authorization, a municipality must notify the commissioner of the Department of Public Safety within 10 days of issuance or of any adverse action involving the licenses, just as it would a microdistillery cocktail room license. This provision also changes the amount for cities' microdistillery off-sale licenses from 375 milliliters to up to 750 milliliters per customer per day in any size container or combination of approved containers.

- **Growler sales expanded to larger breweries.** Article 1, section 4 amends Minn. Stat. § 340A.28, subd. 2 to increase the number of barrels a brewer could produce annually to sell 750 of those barrels in growlers from 20,000 barrels annually to 150,000 barrels.
- **Small brewer off-sale of 128 ounces.** Article 1, section 5 creates Minn. Stat. § 340A.29 to allow a brewer licensed under Minn. Stat. § 340A.301 that produces 7,500 barrels or less of malt liquor annually to be issued a license by a municipality for off-sale of up to 128 ounces per customer per day in any packaging conforming to state and federal regulation.
- **Expanding authorized establishments to receive on-sale licenses.** Article 1, section 10 amends Minn. Stat. § 340A.404, subd. 1 to allow a city to issue on-sale intoxicating liquor licenses to "resorts," as defined in Minn. Stat. § 157.15, subd. 11. The change also allows a municipality to issue an on-sale wine and an on-sale malt liquor license to a baseball team competing in a league established by the Minnesota Baseball Association, or to a person holding a concessions or management contract for beverage sales at a ballpark for the purposes of summer town ball games.
- **Eliminates 30-day temporary license restriction.** Article 1, section 14 removes the restriction in Minn. Stat. § 340A.410, subd. 10 that a municipality may not issue more than one temporary license under Minn. Stat. § 340A.404, subd. 10 to any one organization or registered political committee, or for any one location, within any 30-day period.
- **Seven-day temporary license for county fairs.** Article 1, section 14 allows a municipality to issue one seven-day temporary license per year to a county agricultural society established under Minn. Stat. § 38.01 for alcoholic beverage sales at a county fair.
- **Expanded hours for FIFA World Cup.** Article 1, section 16 authorizes a licensing jurisdiction to issue special permits for service of alcohol during extended hours. The permit authorizes the sale of alcoholic beverages 30 minutes before, during, and 30 minutes after a scheduled broadcast of a live World Cup match. Only holders of an existing on-sale intoxicating liquor license or 3.2% malt liquor license are eligible for the extended hours. This new authorization expires on Sept. 1, 2023.

## Article 2: Special local liquor laws

- **Willmar on-sale licensing.** Article 2, section 1 authorizes the City of Willmar to issue an on-sale wine license and an on-sale malt liquor license to a person who is the owner of a junior league hockey team or to a person holding a concessions or management contract with the city or the team owner for beverage sales at Willmar Civic Center.
- **Sauk Rapids on-sale licensing.** Article 2, section 1 authorizes the City of Sauk Rapids to issue an on-sale intoxicating liquor license to an entity holding a management or concessions contract with the city for operation within Bob Cross Regional Park and for an entity holding a concessions or management contract with the city for operation of a regional event center located within Lions Park or Southside Park.
- **St. Paul license.** Article 2, section 3 authorizes the City of St. Paul to issue a temporary on-sale malt liquor license to the Thai Cultural Council of Minnesota for both days of the Minnesota Songkran Festival on the grounds of the state Capitol.
- **St. Cloud on-sale licensing.** Article 2, section 4 authorizes the City of St. Cloud to issue an on-sale wine license and an on-sale malt liquor license to the city recreation facility Whitney Recreation.
- **Anoka special license.** Article 2, section 5 authorizes the City of Anoka to issue a social district license to any holder of an on-sale license whose on-sale premises is contiguous with the premises of the social district designated by the city. The authorization requires that the City of Anoka clearly defines the boundaries of the social district, days, and times during which alcoholic beverages may be consumed and establish management and maintenance plans for the social district. The City of Anoka must provide a report to the chairs and ranking minority members of the legislative committees with jurisdiction over liquor registration within 24 months from the first issuance of a social district license.
- **Rochester on-sale licensing.** Article 2, section 6 authorizes the City of Rochester to issue an on-sale wine license and an on-sale malt liquor license to a person who is the owner of a junior league hockey team or to a person holding a concessions or management contract with the city or the team owner for beverage sales at the Runestone Community Center.



## LOCAL LAWS

### Bloomington Housing and Redevelopment Authority clarification

Chapter 60 (HF 3834\*/SF 3564) clarifies that the Bloomington Housing and Redevelopment Authority is subject to the housing and redevelopment authority provisions in Minn. Stat. ch. 469 and deletes references to sections of law that were repealed in 1987. *Effective the day after the city of Bloomington complies with requirements of Minn. Stat. § 645.021. (DL)*



## PENSIONS

### Retirement annuity for reemployed health care and long-term care workers

Chapter 34 (HF 3136/SF 2957) amends and extends 2020 Laws, chapter 79, article 5, section 1, the 2020 law that was enacted to encourage retired health care workers and long-term care workers to return to work or allow other near-retirement workers to continue to work without regard to existing statutory pension limitations on earnings or hours or percentage of time worked. Under the chapter, health care workers and long-term care workers, including those who provide operational support in a direct patient care environment, and who are receiving a retirement annuity from a Public Employees Retirement Association or Minnesota State Retirement System pension plan are able to receive their full retirement annuity, without reduction or suspension, upon reemployment or continued employment after retirement or under a phased retirement agreement. The chapter also corrects language in the original 2020 law to ensure that health care workers who did not meet the technical requirements of the session law, including those in phased-retirement agreements, will not be required to repay their annuity. *Effective March 5, 2022 and expires Dec. 31, 2023. (GC)*

### Omnibus pension policy bill

Chapter 65 (HF 4017/SF 3540\*) is the 2022 omnibus pension policy bill. Note: The Legislative Commission on Pensions and Retirement also recommended a pensions finance bill (HF 4016/SF 3541\*); however, that bill was not approved by the House or the Senate. Below is a summary of provisions that impact cities. *Effective dates vary and are noted below. (GC/AF)*

- **Duluth Transit Authority.** Article 2, sections 1 and 4 address the retirement benefits of employees of the Duluth Transit Authority (DTA), which is moving from a contracting model for services to being the employer. The DTA is in the process of acquiring that company and that acquisition will cause the new employees to





# Incident Summary by Incident Type

Date Range: 6/1/2022 to 6/30/2022

Incident Type	# of Incidents
911 Hang Up	3
Accident	3
Agency Assist	23
Alarm	6
Animal	4
Assault	4
Cdtp	6
Child Custody	3
Civil Issue	2
Community Contact	5
Csc	1
Disturbance	4
Domestic	2
Driving Complaint	7
Drugs	1
Family Services Referral	4
Fire	1
Found Property	5
Funeral Escort	1
Garbage Dumping	1
Gas Drive Off	5
Gas Leak	2
Harassment Complaint	3
Icr Misc	30
Juvenile Complaint	3
Lockout	6
Lost Property	1



## Incident Summary by Incident Type

Date Range: 6/1/2022 to 6/30/2022

Medical	32
Missing Juvenile	1
Motorist Assist	2
Noise Complaint	3
Parking Complaint	1
Property Exchange	2
Public Assist	16
Remove Unwanted	3
Suicidal Party	1
Suspicious Activity	13
Theft	4
Threats Complaint	2
Traffic	83
Vulnerable Adult Report	1
Welfare Check	14
<b>Total: 314</b>	



# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Milaca on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

## Agreement

### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

### 2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

### **3 Payment**

The Governmental Unit understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent  
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Avenue

Saint Paul, MN 55106  
Telephone: 651.793.2007  
Email Address: [Dana.Gotz@state.mn.us](mailto:Dana.Gotz@state.mn.us)

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Damien Toven, Attorney  
Address: 413 S Rum River Dr, Ste 6  
Princeton, MN 55371  
Telephone: 763.389.2214  
Email Address: [dtovendfvvlaw@yahoo.com](mailto:dtovendfvvlaw@yahoo.com)

## 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

## 7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**  
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

**9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

**9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

**10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11 Termination**

**11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

**12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK



**The Parties indicate their agreement and authority to execute this Agreement by signing below.**

**1. GOVERNMENTAL UNIT**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
As delegated to the Office of State Procurement

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

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

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Milaca on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 202861, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

**f.** “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

**g.** “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

**h.** “**Subscriber**” shall mean the Agency.

**i.** “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

**a. Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

**b. Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

**c. Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the



BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

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



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

July 6, 2022

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

Re: 2022 Street Improvements Project  
Stantec Project No. 193805453  
**Contractor's Request for Payment No. 2**

Dear Tammy:

Attached for city approval is Contractor's Request for Payment No. 2 for the 2022 Street Improvements Project (Hidden Pines area). The prime contractor is Knife River Corp.

This request includes the paving work. The payment amount includes a retainage in the amount of 5% of the payment to date. A final payment request, with release of the 5% retainage, will be processed later this summer when the contractor has completed the remaining punch-list work provided the required project closeout documents.

We have reviewed the contractor's payment request and found it to be in order. We recommend approval. **If the City wishes to approve this request, then payment should be made to Knife River Corp. – North Central in the amount of \$350,621.62.**

Please execute the payment request document. Keep a signed copy for your records. Forward a signed copy to Knife River Corp. Send a scanned copy to Stantec.

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  
Enclosure

cc: Gary Kirkeby  
Bryan Pearson, Knife River



Owner: City of Milaca, 255 1st. St., Milaca, MN 56353	Date: July 6, 2022
For Period: 6/14/2022 to 7/6/2022	Request No: 2
Contractor: Knife River Corp. - North Central, 4787 Shadow Wood Dr. NE, Sauk Rapids, MN 56379	

**CONTRACTOR'S REQUEST FOR PAYMENT**  
 2022 STREET IMPROVEMENTS PROJECT  
 STANTEC PROJECT NO. 193805453

SUMMARY

1	Original Contract Amount		\$	<u>432,959.20</u>
2	Change Order - Addition	\$	<u>0.00</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>432,959.20</u>
5	Value Completed to Date		\$	<u>427,184.89</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>427,184.89</u>
8	Less Retainage 5%		\$	<u>21,359.24</u>
9	Subtotal		\$	<u>405,825.65</u>
10	Less Amount Paid Previously		\$	<u>55,204.03</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>2</u>		\$	<u><u>350,621.62</u></u>

Recommended for Approval by:  
**STANTEC**

*Phil Havel* 7-6-2022

Approved by Contractor:  
**KNIFE RIVER CORP. - NORTH CENTRAL**

*Bryan Benson*

Approved by Owner:  
**CITY OF MILACA**

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

Specified Contract Completion Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

No.	Item	Unit	Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
<b>BASE BID</b>							
1	MOBILIZATION	LS	1	14500.00	0.5	1	\$14,500.00
2	TRAFFIC CONTROL	LS	1	3000.00	0.5	1	\$3,000.00
3	EROSION AND SEDIMENT CONTROL	LS	1	3000.00	0.5	1	\$3,000.00
4	SALVAGE CATCH BASIN CASTING (STORM)	EACH	12	175.00		12	\$2,100.00
5	SALVAGE MH CASTING (STORM)	EACH	2	175.00		2	\$350.00
6	SALVAGE MH CASTING (SANITARY)	EACH	17	175.00	1	18	\$3,150.00
7	REMOVE CURB AND GUTTER	LIN FT	1200	6.00	122	1244	\$7,464.00
8	SAWCUT BITUMINOUS PAVEMENT	LIN FT	120	5.00	120	120	\$600.00
9	FULL DEPTH RECLAMATION (FDR) (P)	SQ FT	132000	0.20	132000	132000	\$26,400.00
10	HAUL EXCESS RECLAIM MATERIAL TO CITY SITE	CY	200	8.00	200	200	\$1,600.00
11	HAUL AND DISPOSE EXCESS MATERIAL	LS	1	30000.00	1	1	\$30,000.00
12	SUBGRADE PREPARATION	LS	1	18000.00	1	1	\$18,000.00
13	ADJUST EXISTING VALVE BOX	EACH	8	500.00	9	9	\$4,500.00
14	ADJUST EXIST CB FRAME AND CASTING (STORM)	EACH	12	175.00	12	12	\$2,100.00
15	ADJUST EXISTING MH FRAME AND CASTING (STORM)	EACH	2	650.00	2	2	\$1,300.00
16	ADJUST EXISTING MH FRAME AND CASTING (SAN)	EACH	17	650.00	18	18	\$11,700.00
17	SUBGRADE EXCAVATION (EV)	CU YD	200	20.00			\$0.00
18	SELECT GRANULAR BORROW (CV)	CU YD	200	17.50			\$0.00
19	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B) - STREET	TON	1275	65.00	1368.9	1368.9	\$88,978.50
20	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B) - STREET	TON	2550	63.00	2498.8	2498.8	\$157,424.40
21	PREPARE SURFACE FOR WEAR PAVING	LS	1	1500.00	1	1	\$1,500.00
22	TACK COAT	GAL	920	0.01	700	700	\$7.00
23	CONCRETE CURB & GUTTER	LIN FT	1200	21.50	122	1244	\$26,746.00
24	4" PVC PERFORATED DRAINTILE W/ SOCK	LIN FT	1200	11.50		833	\$9,579.50
25	CONNECT TO EXIST STORM STRUCTURE (CORE DRILL)	EACH	19	200.00	9	19	\$3,800.00
26	SOD (YARD TYPE)	SQ YD	500	10.50	553.3	553.3	\$5,809.65
27	LOAM TOPSOIL BORROW (LV)	CU YD	60	60.00	20.8	20.8	\$1,248.00
28	RAISE GATE VALVES	LS	1	2327.84	1	1	\$2,327.84
	TOTAL BASE BID						\$427,184.89
	TOTAL BASE BID						\$427,184.89
	<b>WORK COMPLETED TO DATE:</b>						<b>\$427,184.89</b>

**PROJECT PAYMENT STATUS**

OWNER CITY OF MILACA  
STANTEC PROJECT NO. 193805453  
CONTRACTOR KNIFE RIVER CORP. - NORTH CENTRAL

**CHANGE ORDERS**

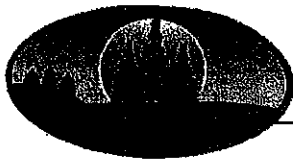
No.	Date	Description	Amount
<b>Total Change Orders</b>			

**PAYMENT SUMMARY**

No.	From	To	Payment	Retainage	Completed
1	05/01/2022	06/13/2022	55,204.03	2,905.47	58,109.50
2	06/14/2022	07/06/2022	350,621.62	21,359.24	427,184.89

**Material on Hand**

Total Payment to Date		\$405,825.65	Original Contract	\$432,959.20
Retainage Pay No.	2	21,359.24	Change Orders	
Total Amount Earned		\$427,184.89	Revised Contract	\$432,959.20



CITY OF  
**MILACA** *Minnesota*

255 First Street East, Milaca, MN 56353

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

**MINOR LOT SPLIT APPLICATION**

**APPLICANT**

OWNER NAME FRIDAY BAY INCORPORATED

OWNER ADDRESS 7240 337th AVE NW  
STREET ADDRESS

Princeton MN 55371  
CITY ST ZIP CODE

EMAIL: Steve@friday-bay.com

TELEPHONE (763) 401-2016

**PROPERTY INFORMATION**

ADDRESS/LOCATION 850 10th AVE NW

PIN & LEGAL DESCRIPTION PIN 21-025-0101  
THAT PART OF NE OF NE 1/4 NE 1/4 of HWY 169 R/W,  
AS DESCRIBED IN 9/7/99 SURVEY 25 38 27

CURRENT ZONING B-2 LOT AREA 1.81 ACRES

**APPLICANT INCLUDES:**

- COMPLETED SURVEY BY CERTIFIED SURVEYOR
- NONREFUNDABLE FEE OF \$200

**GENERAL REQUIREMENTS**

- ALL RESIDENTIAL LOTS MUST BE 10,000 SQUARE FEET
- 80 FOOT MINIMUM WIDTH FOR LOTS BEING CREATED
- ALL LOTS MUST HAVE STREET FRONTAGE

\*CITY WILL CONTACT YOU WHEN EXEMPTION CERTIFICATE IS COMPLETE

DATE RECEIVED 07.11.22 DATE PAID 07.17.22 \$ 200.00  
Receipt # 16814



**Exemption Certificate**

---

**NAME OF OWNER:**

**NAME OF BUYER:**

**ADDRESS OF OWNER:**

**LEGAL DESCRIPTION OF EXISTING PARCEL:**

**LEGAL DESCRIPTION OF NEW PARCEL SPLIT:**

SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_

**SURVEYOR'S NAME**

**SURVEY OF PARCELS REQUIRED**

I have reviewed the above subdivision request and find that:

The proposal meets all applicable requirements of the Zoning and Subdivision Ordinances and may be recorded without any additional review by the Planning Commission or City Council.

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

Zoning Administrator

**Original to be recorded with deed within six (6) months of the date approved. Failure to record within the six (6) month time period will make this Exemption Certificate null and void.**

**EXISTING PROPERTY DESCRIPTION:**

**(PID NO. 21-025-0101)**

That part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 38, Range 27, Mille Lacs County, Minnesota, described as follows: Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter; thence South 89 degrees 17 minutes 27 seconds West, assumed bearing along the North line thereof a distance of 50.00 feet to monument B903 as shown on the duly recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 48-39, Mille Lacs County, Minnesota; thence South 00 degrees 39 minutes 17 seconds East a distance of 478.67 feet to monument B2 as shown on said right of way plat; thence southeasterly along a tangential curve concave to the East, having a radius of 1004.92 feet, a central angle of 1 degree 12 minutes 58 seconds, for an arc length of 21.33 feet to the point of intersection with the South line of the North 500.00 feet of said Northeast Quarter of the Northeast Quarter and to the point of beginning of the property being described; thence continuing southerly along said curve having a central angle of 09 degrees 20 minutes 14 seconds, for an arc length of 163.77 feet to monument B1 as shown on said right of way plat; thence South 00 degrees 39 minutes 17 seconds East a distance of 341.01 feet to monument B2 as shown on the duly recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 48-11, Mille Lacs County, Minnesota; thence northwesterly along a non-tangential curve concave to the southwest having a radius of 5829.58 feet, a central angle of 05 degrees 25 minutes 22 seconds, a chord bearing of North 33 degrees 38 minutes 25 seconds West, a chord distance of 551.55 feet, for an arc length of 551.75 feet, to monument B1 as shown on said right of way plat No. 48-11; thence North 36 degrees 21 minutes 06 seconds West a distance of 50.23 feet to the point of intersection with said South line of the North 500.00 feet; thence North 89 degrees 17 minutes 27 seconds East along said South line of the North 500.00 feet a distance of 312.82 feet to said point of beginning.

**PROPOSED PARCEL A DESCRIPTION:**

The North 95.00 feet of the following described property:

That part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 38, Range 27, Mille Lacs County, Minnesota, described as follows: Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter; thence South 89 degrees 17 minutes 27 seconds West, assumed bearing along the North line thereof a distance of 50.00 feet to monument B903 as shown on the duly recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 48-39, Mille Lacs County, Minnesota; thence South 00 degrees 39 minutes 17 seconds East a distance of 478.67 feet to monument B2 as shown on said right of way plat; thence southeasterly along a tangential curve concave to the East, having a radius of 1004.92 feet, a central angle of 1 degree 12 minutes 58 seconds, for an arc length of 21.33 feet to the point of intersection with the South line of the North 500.00 feet of said Northeast Quarter of the Northeast Quarter and to the point of beginning of the property being described; thence continuing southerly along said curve having a central angle of 09 degrees 20 minutes 14 seconds, for an arc length of 163.77 feet to monument B1 as shown on said right of way plat; thence South 00 degrees 39 minutes 17 seconds East a distance of 341.01 feet to monument B2 as shown on the duly recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 48-11, Mille Lacs County, Minnesota; thence northwesterly along a non-tangential curve concave to the southwest having a radius of 5829.58 feet, a central angle of 05 degrees 25 minutes 22 seconds, a chord bearing of North 33 degrees 38 minutes 25 seconds West, a chord distance of 551.55 feet, for an arc length of 551.75 feet, to monument B1 as shown on said right of way plat No. 48-11; thence North 36 degrees 21 minutes 06 seconds West a distance of 50.23 feet to the point of intersection with said South line of the North 500.00 feet; thence North 89 degrees 17 minutes 27 seconds East along said South line of the North 500.00 feet a distance of 312.82 feet to said point of beginning.

**PROPOSED PARCEL B DESCRIPTION:**  
**(REVISED PID NO. 21-025-0101)**

That part of the following described property which lies South of the North 95.00 feet thereof.

That part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 38, Range 27, Mille Lacs County, Minnesota, described as follows: Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter; thence South 89 degrees 17 minutes 27 seconds West, assumed bearing along the North line thereof a distance of 50.00 feet to monument B903 as shown on the duly recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 48-39, Mille Lacs County, Minnesota; thence South 00 degrees 39 minutes 17 seconds East a distance of 478.67 feet to monument B2 as shown on said right of way plat; thence southeasterly along a tangential curve concave to the East, having a radius of 1004.92 feet, a central angle of 1 degree 12 minutes 58 seconds, for an arc length of 21.33 feet to the point of intersection with the South line of the North 500.00 feet of said Northeast Quarter of the Northeast Quarter and to the point of beginning of the property being described; thence continuing southerly along said curve having a central angle of 09 degrees 20 minutes 14 seconds, for an arc length of 163.77 feet to monument B1 as shown on said right of way plat; thence South 00 degrees 39 minutes 17 seconds East a distance of 341.01 feet to monument B2 as shown on the duly recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 48-11, Mille Lacs County, Minnesota; thence northwesterly along a non-tangential curve concave to the southwest having a radius of 5829.58 feet, a central angle of 05 degrees 25 minutes 22 seconds, a chord bearing of North 33 degrees 38 minutes 25 seconds West, a chord distance of 551.55 feet, for an arc length of 551.75 feet, to monument B1 as shown on said right of way plat No. 48-11; thence North 36 degrees 21 minutes 06 seconds West a distance of 50.23 feet to the point of intersection with said South line of the North 500.00 feet; thence North 89 degrees 17 minutes 27 seconds East along said South line of the North 500.00 feet a distance of 312.82 feet to said point of beginning.

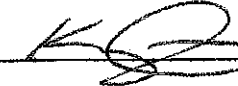
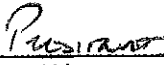


<b>CONTRACTOR'S PAY REQUEST</b>		<b>DISTRIBUTION:</b>
<b>APRON RECONSTRUCTION</b>		CONTRACTOR (1)
<b>SP NO. A4081-39</b>		OWNER (1)
<b>MILACA MUNICIPAL AIRPORT (18Y)</b>		ENGINEER (1)
<b>MILACA, MINNESOTA</b>		BONDING CO. (1)
<b>BMI PROJECT NO. 0T5.125641</b>		
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$155,535.53
TOTAL, COMPLETED WORK TO DATE		\$135,657.55
TOTAL, STORED MATERIALS TO DATE		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS		\$135,657.55
RETAINED PERCENTAGE ( 5% )		\$6,782.88
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)		\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE		\$128,874.67
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1		\$128,874.67

**Certificate for Partial Payment**

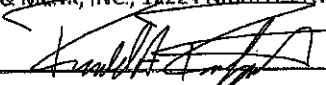
I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Omann Brothers Paving, Inc.  
6551 Labeaux Ave NE  
Albertville, MN 55301

By  Kelly Omann   
Name Title

Date 7-12-22

**CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:**  
ENGINEER: BOLTON & MENK, INC., 12224 NICOLLET AVE, BURNSVILLE, MN 55337

By , PROJECT MANAGER

Date 7/12/2022

**APPROVED FOR PAYMENT:**  
OWNER:

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

And \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Partial Pay Estimate No.:**

APRON RECONSTRUCTION

SP NO. A4081-89

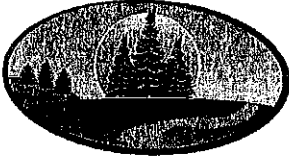
MILACA MUNICIPAL AIRPORT (18Y)

MILACA, MINNESOTA

BID PROJECT NO. 075.125641

WORK COMPLETED THROUGH 7/15/72

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE		
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	
1	GP 40-05 PROVIDE & INSTALL TYPE 3 BARRICADES	\$26.05	11 EACH	\$286.55					
2	C-105 MOBILIZATION	\$18,500.00	1 LUMP SUM	\$18,500.00					
3	2104.5 SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$2.85	161 LIN FT	\$458.85					
4	2105.51 COMMON EXCAVATION (E)	\$2.00	707 CU YD	\$1,414.00					
5	P-158-8-110' CEMENT STABILIZATION	\$9.75	2543 SQ YD	\$24,794.25					
6	2211.51 6" AGGREGATE BASE, RECLAIMED ASPHALT	\$20.30	424 CU YD	\$8,607.20					
7	2212.6 SUBGRADE PREPARATION	\$1.20	2543 SQ YD	\$3,051.60					
8	2215.10' FULL DEPTH RECLAMATION	\$6.50	2543 SQ YD	\$16,529.50					
9	2357.51 BITUMINOUS MATERIAL FOR TACK COAT	\$4.00	204 GAL	\$816.00					
10	2360.51 TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$114.00	344 TON	\$39,216.00					
11	2360.51 TYPE SP 12.5 NON WEARING COURSE MIX (3,C)	\$108.00	344 TON	\$37,152.00					
12	2574.51 COMMON TOPSOIL BORROW	\$60.00	37.5 CU YD	\$2,250.00					
13	2574.51 FERTILIZER, TYPE 1	\$260.50	0.1 ACRE	\$26.05					
14	2575.51 SEEDING MIXTURE 22-151	\$321.00	0.1 ACRE	\$32.10					
15	2575.51 HYDRAULIC MULCH MATRIX	\$7,815.00	0.1 ACRE	\$781.50					
16	2582.5 YELLOW PAVEMENT MARKINGS	\$2.61	613 SQ FT	\$1,599.93					
<b>TOTAL AMOUNT:</b>				<b>\$159,536.53</b>	<b>\$0.00</b>	<b>\$135,657.55</b>			



CITY OF  
**MILACA** *Minnesota*

255 First Street East, Milaca, MN 56353

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

www.cityofmilaca.org

**CITY OF MILACA SPECIAL EVENT  
 PERMIT APPLICATION**

Permit Number \_\_\_\_\_  
 Return to City Hall \_\_\_\_\_  
 Date of Application \_\_\_\_\_

**NAME OF SPECIAL EVENT:** Milaca's 125th Celebration  
**TYPE OF SPECIAL EVENT:** Parade \_\_\_\_\_ Runs/Walks \_\_\_\_\_ Other: Community Event  
**Applicant's or Organization's Name:** Mary Mickelson  
**Name of Contact Person:** Mary Mickelson or Mark Wubban Daytime Phone: (320) 983-3141  
**Address:** 255 1st Street East Evening Phone: \_\_\_\_\_  
Milaca, MN 56353 Fax Number: \_\_\_\_\_  
**Email Address:** mmickelson@milacacity.com

**Other permits may be required for your event. This application will allow you to apply for the Special Event Permit along with Street Closings, Banners/Signs, and Parade Permits. All information needed for these permits are attached to this application. You must obtain a separate application for Park/Shelter Reservations, Temporary 3.2. Malt Beverage license, or Fireworks Permit.**

**Starting Date** 08/26/2022 **Starting Time** 12 p.m.  
**Ending Date** 08/27/2022 **Ending Time** 10 p.m.  
**Estimated Number of Participants Attending the Event** 200 - 300  
**Number of Sanitary Facilities** 10 **Sanitary Locations** \_\_\_\_\_  
Distributed throughout the park

**Where will individuals Park** Street

**Will Security Be Provided**  Yes **Explain Arrangements:** \_\_\_\_\_  
 No \_\_\_\_\_

**If using a public address system, give the location of speakers** By the bandshell

**How will drinking water be provided** For sale from food vendor

**Will electricity be required, and if so, how will it be provided** Use of electricity already in place at shelters

**How will refuse be disposed of** Dumpsters & garbage cans provided by Jims Mille Lacs Disposal

**Will the Special Event require the use of a park/shelter**  Yes  No  
 (if yes, a park/shelter reservation form must be obtained from the City of Milaca)





## BANNERS & SIGNS

IF YOUR EVENT REQUIRES BANNERS OR SIGNS, YOU MUST COMPLETE THIS SECTION  
(Attach a separate sheet if necessary)

**Banner description(s) and location, including size, method of construction and wording:**

**BANNER(S):** 14' x 4' vinyl banner, double-sided, with the Celebrate Milaca logo. Description includes a listing of events for these two days: Historica Log Sleigh Dedication, Log Race at the Rum River, All-American Lumberjack Show, 2nd Annual Kids Hands-On Event, Arts & Crafts Fair, Games & Food Trucks, FREE ADMISSION! [cityofmilaca.org/125](http://cityofmilaca.org/125) for more info

Date Banner to be put up 07/01/2022 Date Banner to be taken down 08/29/2022  
Contact Person Mark Wubben Telephone (320) 983-3141 Cell Phone \_\_\_\_\_

**Sign description(s) and location, including size, method of construction and wording:**

**SIGN(S)** Event directional signs

Date Sign to be put up 08/26/2022 Date Sign to be taken down 08/29/2022  
Contact Person Mark Wubben Telephone (320) 983-3141 Cell Phone \_\_\_\_\_

### **BANNER & SIGN RULES**

Special events temporary signs for non-profit organizations are permitted which are temporary displays which are erected to celebrate, commemorate or observe a civil or religious holiday. These signs shall be removed from the premises within ten days following completion of the special event. The special event signs shall not exceed four feet by eight feet in size.

Special events temporary signs shall not be erected more than 90 days before the date of the special event; an extension of this time limit may be obtained only by variance.

Public portable signs may be erected by the city and/or a non-profit corporation to advertise community-interest events and which public portable signs shall be placed upon public property. All public portable signs shall not be erected more than seven days before the date of the special event and shall be promptly removed following the event.

The Building Inspector may order the removal of any sign in violation of city ordinance.

**YOU MUST COMPLETE THIS SECTION FOR EACH CLOSING THROUGHOUT THE ENTIRE EVENT  
STREET CLOSINGS**

1.

**Location** Rec Park Parking Lots **Between** \_\_\_\_\_ **&** \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)

**Date** 08/27/2022 **Time** 8 a.m. - 6 p.m.  
(Beginning) (End)

**Contact Person** Mary Mickelson **Daytime Phone** (320)983-3141 **Cell Phone** \_\_\_\_\_

**Special Requests** \_\_\_\_\_  
\_\_\_\_\_

2.

**Location** \_\_\_\_\_ **Between** \_\_\_\_\_ **&** \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)

**Date** \_\_\_\_\_ **Time** \_\_\_\_\_ - \_\_\_\_\_  
(Beginning) (End)

**Contact Person** \_\_\_\_\_ **Daytime Phone** \_\_\_\_\_ **Cell Phone** \_\_\_\_\_

**Special Requests** \_\_\_\_\_  
\_\_\_\_\_

3.

**Location** \_\_\_\_\_ **Between** \_\_\_\_\_ **&** \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)

**Date** \_\_\_\_\_ **Time** \_\_\_\_\_ - \_\_\_\_\_  
(Beginning) (End)

**Contact Person** \_\_\_\_\_ **Daytime Phone** \_\_\_\_\_ **Cell Phone** \_\_\_\_\_

**Special Requests** \_\_\_\_\_  
\_\_\_\_\_

4.

**Location** \_\_\_\_\_ **Between** \_\_\_\_\_ **&** \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)

**Date** \_\_\_\_\_ **Time** \_\_\_\_\_ - \_\_\_\_\_  
(Beginning) (End)

**Contact Person** \_\_\_\_\_ **Daytime Phone** \_\_\_\_\_ **Cell Phone** \_\_\_\_\_

**Special Requests** \_\_\_\_\_  
\_\_\_\_\_

5.

**Location** \_\_\_\_\_ **Between** \_\_\_\_\_ **&** \_\_\_\_\_  
(Street to be Closed) (Cross Street) (Cross Street)

**Date** \_\_\_\_\_ **Time** \_\_\_\_\_ - \_\_\_\_\_  
(Beginning) (End)

**Contact Person** \_\_\_\_\_ **Daytime Phone** \_\_\_\_\_ **Cell Phone** \_\_\_\_\_

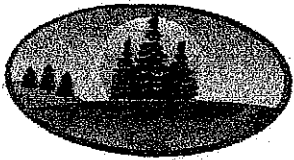
**Special Requests** \_\_\_\_\_  
\_\_\_\_\_

For additional street closings, attach a separate sheet of paper listing each closing individually.





JUN 2 1 2022



# CITY OF MILACA Minnesota

255 First Street East, Milaca, MN 56353

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

## PERMIT APPLICATION: TEMPORARY OFF PREMISES SALES FOR EXISTING ON-SALE INTOXICATING LIQUOR LICENSEE

Permit Fee: \$50 per day up to four days

I, Carvin Buzzell, hereby make application for the  
(Owner/Officer/Operator Name)

Timber Valley Grille for a Permit for Temporary Off Premises Sales of  
(Name of Business/Organization)

such liquor under and pursuant to an ordinance (resolution) passed by City of Milaca, County of Mille Lacs; and Chapter 340A, Minnesota Statutes, as amended, providing for licensing and regulating the sale of intoxicating liquor.

Business Address: 1030 Central Ave N Milaca MN 56353  
Street City State Zip code

Business/Organization holds a current on-sale intoxicating liquor license issued by the City of Milaca for the timeframe of Jun 1st 2022 to Dec 31st 2022.

This permit for temporary off premises sales of alcohol is for the following dates: 8-13-22 to 8-14-22, in connection with the following event: Flairball Concert / 1st Normal Bank Anniversary

Location of temporary sales: Rec Park

Time of sale: From 12 a.m.  p.m. To 11 a.m.  p.m.

- (1) Gambling or gambling devices will not be permitted
- (2) Applicant has not had an application for license rejected
- (3) Applicant has no intention or agreement to transfer the permit to another person.

Applicant submits the following names of persons, including a bank for reference with which he/she has had business relations as follows:

I hereby solemnly swear that the foregoing statements are true and correct to the best of my knowledge and that I agree to comply with all the provisions of the ordinance under which this permit is granted.

Applicant's Full Printed Name: Carvin Franklin Buzzell Jr.

CA Buzzell  
Signature

6-1-2022  
Date

NOTE: This Permit must be posted at the event. \*\*Please attach a certificate of insurance\*\*

## PERMIT FOR TEMPORARY OFF PREMISES SALES FOR EXISTING ON SALE INTOXICATING LIQUOR LICENSEE

Temporary Permit Effective: From \_\_\_\_\_ To \_\_\_\_\_  
(Date/Time) (Date/Time)

Council Approval Date: \_\_\_\_\_

Mayor's Signature \_\_\_\_\_

[Signature]  
City Manager's Signature

Amount Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Accepted by: \_\_\_\_\_

**Agreement between Mid-MN Inspections LLC  
and  
the City of Milaca, MN  
for  
Building Official Services**

**Agreement**

This agreement is between the City of Milaca, ("City") Minnesota, a subdivision of the state of Minnesota and Mid-MN Inspections LLC ("Mid-MN"), a domestic limited liability company. The purpose of the agreement is to memorialize the understanding of services rendered and payment therefore as related to services as a building official in the city of Milaca, MN.

**Term of the Agreement**

**1.1 Effective Date:** The date of this Agreement shall become effective on the date of the last signature.

**1.2 Expiration Date:** This Agreement shall expire one year from the date of the last signature, unless reauthorized by both parties.

**Agreement between the Parties**

**2.1** Mid-MN agrees to provide building official services to the City.

**2.2** The City agrees to pay Mid-MN the sums as outlined on the attached Exhibit A, the proposal from Mid-MN.

**Insurance/Liability**

**3.1** Mid-MN agrees to hold the City harmless for any actions taken by Mid-MN. Mid-MN will obtain insurance to protect the City for claims for damages and/or injury caused by Mid-MN's actions up to \$1.0 million per occurrence and \$500,000 when the claim is one of death by wrongful act or omission pursuant to Minn. Stat. § 3.736. Insurance coverage(s) required under this section shall at no time fall below limits set forth in Minn. Stat. § 466.04 (or as amended).

**3.2** Mid-MN shall obtain automobile insurance in the amount of \$500,000 combined single limit.

**3.3** Mid-MN agrees to provide the City with a certificate of insurance naming the City as an additional insured.

### **Authorized Representative**

4.1 The City Authorized Representative is \_\_\_\_\_, 255 First Street E. Milaca, MN 56353.

4.2 The Mid-MN representative is Tad Winterfield or his designee.

### **Termination**

The City or Mid-MN may terminate this Agreement at any time, with or without cause, upon 60 days written notice to the other party. Payment shall be paid for any services provided up to the date of termination.

### **Agreement Approval**

This Agreement shall become binding upon signature of the Authorized Representative of the City of Milaca and Mid-MN.

### **Entire Agreement/Merger**

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Mid-MN and the City relating to the subject matter hereof.

### **Amendments**

Any amendment(s) or change(s) made to the terms of this contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original contract, or (2) executed and approved by persons designated by the parties to this contract.



### **Audit Clause**

Pursuant to Minn. Stat. § 16C.05, Subd. 5 (or as amended), a contract or as any pass-through disbursement of public funds to a vendor of goods or services or a grantee made by or under the supervision of the commissioner or any county or unit of local government must include, expressed or implied, an audit clause that provides that the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and wither the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

### **Minnesota Government Data Practices Act – Privatization of Services**

The requirements of Minn. Stat. 13.05, Subd. 11 apply to this contract. Provider must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data possessed by provider in performance of the providing any function of the City of Milaca required by this contract and compliance must be as if provider were a government entity. The civil remedies of Minnesota Statutes 13.08 apply to the release of the data referred to in this clause by either the City of Milaca, MN or the provider. This clause does not create a duty on the part of the provider to provide access to private data to the public if the public data is available from the City of Milaca, MN, except as may otherwise be required by the terms of this contract.

### **Independent Contractor**

It is agreed that nothing within this contract is intended, or should be construed in any manner, as creating or establishing the relationship of co-partnership between the parties or as constituting the Mid-MN as the agent, representative, or employee of the City or the City Department administering this agreement for any purpose or in any manner whatsoever. Mid-MN is to be, and shall remain, Independent Contractor with respect to all services performed under this agreement.

### **Compliance with Applicable Law**

Mid-MN agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulation, and standards establishes by any agency of such governmental units, which are not or hereafter promulgated insofar as they relate to the Contractor's performance of the Agreement.

**Mid-MN Inspections LLC**

**City of Milaca, MN**

\_\_\_\_\_  
Tad Winterfield, Mid-MN Inspections LLC

\_\_\_\_\_  
City of Milaca, MN Representative

Date \_\_\_\_\_

Date \_\_\_\_\_

# Mid-MN Inspections LLC

---

Tad Winterfield - Building Official 763-482-0446 [tad@midmninspections.com](mailto:tad@midmninspections.com)

## Compensation

Based on the 1997 UBC Fee Schedule

**Plan Review:** 65%

**Permit Fees:** 65%

**Plumbing Permit Fees:** 65%

**Mechanical Permit Fees:** 65%

**Minimum Permit Fee:** \$40

**Billing:** Permits and plan reviews will be billed on a monthly basis after permits have been picked up by the applicant and invoices will be emailed to the city. Cancelled permits are subject to a plan review fee.

**Office:** We will keep our own office and can be reached for questions and inspection scheduling at 763-482-0446 and [tad@midmninspections.com](mailto:tad@midmninspections.com).

**Vehicles:** We will provide our own vehicles for inspections.

**Insurance:** We will provide our own insurance including general liability, professional liability, worker's compensation and automobile insurance.

This proposal is to provide subcontract building official services for a period of 12 months.