

MILACA CITY COUNCIL AGENDA
AUGUST 19, 2010

6:30

Call meeting to order
Roll Call

Consent Agenda

Minutes of the July 15 regular council meeting
Bills for payment
Change September meeting date to September 9
Resolution No. 10 - 28 Assessing unpaid water and sewer bills
Resolution No. 10 - 29 Assessing mowing charges
Resolution No. 10 - 30 Requesting closing CSAH 36 for Mega
Meet on Sept. 25
Planning Commission appointments
 Tim Poorker for a term ending December 31, 2012
 Mike VanHeel for a term ending December 31, 2013
Temporary gambling permit for Zion Lutheran Church
City Treasurer's report

Citizens Forum

Public Hearing

Requests and Communications

Ordinances and Resolutions

Resolution No. 10 - 31 Approve purchase agreement with Mille
Lacs County

Reports of Boards and Commissions

Planning commission
Economic Development commission
Airport commission
Parks commission
Downtown Initiative

Unfinished Business

Purchase agreement for 540 3rd Avenue SE

New Business

Parks truck

Council Comments

Adjourn

This agenda and attachments are available on the city's website, www.cityofmilaca.org

MILACA CITY COUNCIL MINUTES
JULY 15, 2010

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

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

Others present: Luther Dorr, Gail Kulick-Jackson, and Lisa Fobbe.

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

1. Minutes of the June 17 regular council meeting.
2. General bills, 810126E-810131E, #36888-36889, #36929- 36943, #36948-37006, totaling \$264,931.26; Liquor bills, #21417-21432, #21469-21486, totaling \$110,635.29.
3. RESOLUTION NO. 10-25 A RESOLUTION ASSESSING UNPAID FIRE DEPARTMENT CHARGERS FOR SERVICE (entire text appears in Resolution book.)
4. RESOLUTION NO. 10-26 RESOLUTION ASSESSING UNPAID WATER/SEWER BILL (entire text appears in Resolution book.)
5. Receive the Milaca Firefighter's Relief Association annual report.
6. Approve City Treasurer's report.

Unanimous consent.

Mayor Pedersen opened citizen's forum and invited anyone to speak to an item not on the agenda.

Representative Gail Kulick-Jackson gave the council a recap of the last session and the challenges facing the State in the upcoming session. She said she was very proud to have the pedestrian walking bridge funded in the state bonding bill, and hoped that the project can proceed quickly.

Senator Lisa Fobbe spoke about this past legislative session and how important it is to connect with the local government boards in her district.

No one else came forward. Mayor Pedersen closed citizen's forum.

Council member Dillan offered Resolution No. 10 – 27 and moved of its adoption, second by Totzke

RESOLUTION NO. 10 – 27
AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF
TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION
(entire text appears in Resolution book)

Unanimous consent.

Council member Bekius said there was no planning commission meeting last month.

Lerud said there was no economic development commission meeting last month.

Council member Muller said the airport commission met last night and planning continues on the fly in and bluegrass festival. He said he contacted Timber Trails about hiring a bus for four hours on Saturday to shuttle people between the two places. Muller said he has had an inquiry on the FBO opening and will be meeting with them on Friday.

Mayor Pedersen said the parks commission is working on the bluegrass festival. They are working on additional vendors and other event logistics.

Council member Dillan said the downtown group has not met since the last meeting, but he is hoping to finish up the riverwalk soon.

Four bids for paving the Rec Park parking lot were discussed. The low bid was from Omann Brothers, but the bid was a little different from the rest. Motion by Bekius, second by Muller to contact Omann and get a bid for the same work as the other received, and if still the lowest, accept the bid and proceed with the work, unanimous consent.

Lerud said at the last council meeting, the council wanted him to obtain a cost estimate to connect the portion of the trail that was cut off by the pond fencing project. Lerud said he contacted a person who had wetland bank credits and got the price to purchase an estimated 4,400 square feet, and also a bid to create the trail using the city's material in our pit. The total cost is \$5,079, and it is the lowest of the three options, and the best solution to the problem. Motion by Muller, second by Totzke to proceed with the project, unanimous consent.

Lerud said bids were received for the remaining work that the PCA was requiring on the ponds. Burklund said several things will be done with this project – installing a staff gauge so the pond level can be accurately measured, removing rocks in the control structure, and installing bollards around the manhole covers. Lerud said the PCA has approved this work. Motion by Bekius, second by Dillan to accept the low bid from Jensen Backhoe in the amount of \$7,470.00, unanimous consent.

A bid for replacing the city's computer server was presented. Lerud said the server was purchased after the fire in 2001, and given the uncertainty in future budgets, both he and

Gann believed this was the best time to make the replacement. Motion by Dillan, second by Totzke to accept the bid from KDV Technology and Consulting, unanimous consent.

Mayor Pedersen called for Council comments.

Council member Dillan thanked Burklund and Lerud for their work on the improvements at the wastewater ponds. He said their work resulted in a huge savings for the water and sewer system customers.

Council member Muller thanked Council member Bekius for getting the pedestrian walking bridge project off the ground.

Mayor Pedersen asked about the rumble strips on the highway. Lerud said he met with Tom Dumont of the DOT a couple of weeks ago regarding the new grooves at the edge of the driving lanes on Highway 169. Dumont told him that those are the new standard, and the problem is not with the location of the fog line, but the inconsistent cutting of the grooves. Lerud said the DOT will not fill all the grooves in, but if we could identify where most of the issues are, the State would look at filling in those areas.

Lerud said a resident went out to look and the worst areas identified are: southbound from the 10th Street bridge thru the Highway 23 entrance; and northbound, north of the 10th Street bridge through the curve in the road. Lerud said Dumont told him they would look into fixing those areas.

With no other business a motion to adjourn was made by Bekius, second by Dillan, all voted in favor and the meeting adjourned at 7:22 p.m.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

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JULY 2010

Check Amt Invoice Comment

10100 General Bank

Paid Chk#	810148E	7/20/2010	CENTERPOINT ENERGY		
E 208-49010-381	Utilities	\$49.41	5813915	NATURAL GAS-SR CENTER	
E 101-45600-381	Utilities	\$38.00	5817670	NATURAL GAS-HISTORICAL SOCIETY	
E 101-43000-381	Utilities	\$247.36	5826633	NATURAL GAS-PW	
E 101-41940-381	Utilities	\$35.15	5831068	NATURAL GAS-CITY HALL	
E 101-42280-381	Utilities	\$16.52	6122593	NATURAL GAS-FIRE	
E 602-49400-381	Utilities	\$97.23	6672186	NATURAL GAS-WATER TRMT	
E 101-45500-381	Utilities	\$135.06	7142283	NATURAL GAS-LIBRARY	
Total CENTERPOINT ENERGY		\$618.73			

Paid Chk#	810149E	7/7/2010	EAST CENTRAL ENERGY		
E 603-49450-381	Utilities	\$35.00	201875902	ELECTRIC	
E 603-49450-381	Utilities	\$69.12	203981301	ELECTRIC	
E 101-43000-380	Street Lights	\$2,714.41	204619700	ELECTRIC	
E 101-45200-381	Utilities	\$48.66	205400900	ELECTRIC	
E 602-49400-381	Utilities	\$2,161.77	206041500	ELECTRIC	
E 101-45500-381	Utilities	\$836.07	206085200	ELECTRIC	
E 602-49400-381	Utilities	\$801.20	206734200	ELECTRIC	
E 101-45200-381	Utilities	\$31.13	5379600	ELECTRIC	
E 101-49810-381	Utilities	\$189.33	5448100	ELECTRIC	
E 101-42110-437	Other Miscellaneous	\$59.54	6302100	ELECTRIC	
E 603-49450-381	Utilities	\$94.22	6678100	ELECTRIC	
E 101-42280-381	Utilities	\$178.50	6751501	ELECTRIC	
E 101-42280-381	Utilities	\$429.36	7546001	ELECTRIC	
E 101-41940-381	Utilities	\$838.45	8145502	ELECTRIC	
E 101-49810-381	Utilities	\$56.08	830700	ELECTRIC	
E 101-49810-381	Utilities	\$51.94	831000	ELECTRIC	
E 101-43000-380	Street Lights	\$267.11	831300	ELECTRIC	
E 101-43000-381	Utilities	\$523.05	831500	ELECTRIC	
E 603-49450-381	Utilities	\$609.92	832000	ELECTRIC	
E 602-49400-381	Utilities	\$77.42	832100	ELECTRIC	
E 101-45600-381	Utilities	\$112.85	832400	ELECTRIC	
E 603-49450-381	Utilities	\$81.74	832500	ELECTRIC	
E 603-49450-381	Utilities	\$112.88	832600	ELECTRIC	
E 602-49400-381	Utilities	\$95.64	833100	ELECTRIC	
E 602-49400-381	Utilities	\$126.60	833300	ELECTRIC	
E 101-45200-381	Utilities	\$28.23	833400	ELECTRIC	
E 101-45200-381	Utilities	\$241.51	833600	ELECTRIC	
E 208-49010-381	Utilities	\$181.30	9084202	ELECTRIC	
E 602-49400-381	Utilities	\$106.92	970110800	ELECTRIC	
E 101-42110-437	Other Miscellaneous	\$29.36	97017300	ELECTRIC	
Total EAST CENTRAL ENERGY		\$11,189.31			

Paid Chk#	810150E	7/15/2010	MILACA LOCAL LINK		
E 619-49900-321	Telephone	\$97.55	320-982-1099	PHONE SERVICE-DEP REG	
E 101-45500-321	Telephone	\$39.06	320-982-1549	ALARM LINE - LIBRARY	
E 101-42280-321	Telephone	\$87.51	320-982-3465	PHONE SERVICE-FIRE	
Total MILACA LOCAL LINK		\$224.12			

Paid Chk#	810151E	7/6/2010	UNION SECURITY INSURANCE CO.		
G 101-21707	Disability	\$289.51	4022335-0-1	LTD - JULY	
Total UNION SECURITY INSURANCE CO.		\$289.51			

Paid Chk#	810152E	7/19/2010	MN DEPT OF REVENUE		
G 602-20800	Sales Tax Payable	\$1,263.00		W/S SALES TAX	
R 101-34780	Park Fees	\$85.00	8023854	W/S SALES TAX	
R 101-34107	Assessment Search Fees	\$7.00	8023854	W/S SALES TAX	

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JULY 2010

	Check Amt	Invoice	Comment
R 602-37120 Sale of Water Parts	\$22.00	8023854	W/S SALES TAX
R 101-36200 Miscellaneous Revenues	\$1.00	8023854	W/S SALES TAX
E 101-45200-310 Other Professional Services	\$2.00	8023854	USE TAX-JENSEN ANDERSEN
Total MN DEPT OF REVENUE	\$1,380.00		
<hr/>			
Paid Chk# 810153E 7/31/2010	INCONTACT INC		
E 101-42280-321 Telephone	\$8.49	4020342	LONG DISTANCE SERVICE-FIRE
E 101-41940-321 Telephone	\$54.48	4020370	LONG DISTANCE SERVICE-CITY HALL
E 101-43000-321 Telephone	\$15.20	4020375	LONG DISTANCE SERVICE-PW
E 101-42110-321 Telephone	\$59.52	4021370	LONG DISTANCE SERVICE-PD
E 619-49900-321 Telephone	\$5.35	4021396	LONG DISTANCE SERVICE-DEP REG
E 101-41940-321 Telephone	\$11.88	4021397	LONG DISTANCE SERVICE-LIQUOR
E 602-49400-321 Telephone	\$0.21	4021432	LONG DISTANCE SERVICE-WATER
E 101-45200-321 Telephone	\$10.71	4580547	LONG DISTANCE SERVICE-PARKS
Total INCONTACT INC	\$165.84		
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Paid Chk# 810154E 7/15/2010	MN DEPT OF LABOR & INDUSTRY		
R 607-32210 Building Permits	\$50.80		2ND QTR SURCHARGE
Total MN DEPT OF LABOR & INDUSTRY	\$50.80		
10100 General Bank	\$13,918.31		

Fund Summary

	10100 General Bank
101 GENERAL FUND	\$7,779.03
208 CHARITABLE GAMBLING FUND	\$230.71
602 WATER FUND	\$4,751.99
603 SEWER FUND	\$1,002.88
607 BLDG INSPECTION FUND	\$50.80
619 DEPUTY REGISTRAR FUND	\$102.90
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	\$13,918.31

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JULY 2010

Check Amt Invoice Comment

10100 General Bank

10100 General Bank		Check Amt	Invoice	Comment
Paid Chk#	036944	7/8/2010	BEST OIL COMPANY	
E 101-49810-270	Fuel for Resale	\$5,340.00	136277	AIRPORT FUEL (1500 GALLONS)
Total BEST OIL COMPANY		\$5,340.00		
Paid Chk#	036945	7/8/2010	JIM'S MILLE LACS DISPOSAL	
E 101-43000-310	Other Professional Services	\$100.00	211948	STREET SWEEPING
E 101-42280-384	Refuse/Garbage Disposal	\$25.00	211948	GARBAGE-FIRE
E 101-45200-384	Refuse/Garbage Disposal	\$58.85	211948	GARBAGE-PARKS
E 101-43000-384	Refuse/Garbage Disposal	\$104.63	211948	GARBAGE-CITY
Total JIM'S MILLE LACS DISPOSAL		\$288.48		
Paid Chk#	036946	7/8/2010	MILACA BLDG CENTER	
E 602-49400-217	Other Operating Supplies	\$3.64		SUPPLIES-WATER
E 101-49810-217	Other Operating Supplies	\$5.57		SUPPLIES-AIRPORT
E 101-43000-240	Small Tools and Minor Equip	\$12.49		SHOVEL-PW
E 101-43000-215	Shop Supplies	\$54.50		SHOP SUPPLIES-PW
E 603-49450-217	Other Operating Supplies	\$22.91		SUPPLIES-SEWER
E 101-45200-401	Repairs/Maint Buildings	\$50.57		BAND SHELL REPAIR-PARKS
Total MILACA BLDG CENTER		\$149.68		
Paid Chk#	036947	7/8/2010	QUAINTANCE, TODD	
E 101-42110-208	Training and Travel	\$394.71		INVEST TO COURT RM TRNG-6/7-8
Total QUAINTANCE, TODD		\$394.71		
Paid Chk#	037007	7/26/2010	BLUE CROSS BLUE SHIELD OF MINN	
G 101-21706	Medical Insur.	\$10,666.00	7S034-M0 4	MEDICAL INSUR-AUG
Total BLUE CROSS BLUE SHIELD OF MINN		\$10,666.00		
Paid Chk#	037008	7/26/2010	L.E.L.S.	
G 101-21710	Union Dues	\$196.05	LOCAL #238	POLICE UNION DUES-AUG 2010
Total L.E.L.S.		\$196.05		
Paid Chk#	037009	7/26/2010	MN BENEFITS	
G 101-21712	Dental	\$159.32		LIFE/DENTAL-AUG 2010
G 101-21709	Life Insur.	\$179.19		LIFE/DENTAL-AUG 2010
Total MN BENEFITS		\$338.51		
Paid Chk#	037010	7/26/2010	USABLE LIFE	
G 101-21707	Disability	\$231.65	101408001G	DISABILITY/LIFE-AUG 2010
Total USABLE LIFE		\$231.65		
Paid Chk#	037011	7/26/2010	VERIZON WIRELESS	
E 602-49400-321	Telephone	\$43.01		JULY WIRELESS ROUTER SVC
Total VERIZON WIRELESS		\$43.01		
Paid Chk#	037012	7/29/2010	U.S. POSTMASTER	
E 603-49450-322	Postage	\$100.72		JULY BILLINGS
E 602-49400-322	Postage	\$100.71		JULY BILLINGS
Total U.S. POSTMASTER		\$201.43		
10100 General Bank		\$17,849.52		

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JULY 2010

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Fund Summary

101 GENERAL FUND	10100 General Bank	\$17,578.53	
602 WATER FUND		\$147.36	
603 SEWER FUND		\$123.63	
		<hr/>	
		\$17,849.52	

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AUGUST 2010

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10100 General Bank

Paid Chk#	Date	Company	Check Amt	Invoice	Comment
10100 General Bank					
Paid Chk# 037025	8/16/2010	BEST OIL COMPANY			
E 101-49810-270	Fuel for Resale		\$4,062.46	137336	AIRPORT FUEL (1101 GALLONS)
	Total BEST OIL COMPANY		\$4,062.46		
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Paid Chk# 037026	8/16/2010	FRONTIER			
E 602-49400-321	Telephone		\$1.92	983-0121	PHONE SVC-WATER
E 101-49810-321	Telephone		\$49.22	983-2648	PHONE SVC-AIRPORT
E 101-41940-321	Telephone		\$186.37	983-3141	PHONE SVC-CITY HALL
E 101-45500-321	Telephone		\$16.20	983-3141	PHONE SVC-LIBRARY
E 101-41940-321	Telephone		\$47.75	983-3142	PHONE SVC-CITY HALL
E 619-49900-321	Telephone		\$89.50	983-3143	PHONE SVC-DEP REG
E 101-42280-321	Telephone		\$47.96	983-3465	PHONE SVC-FIRE
E 101-45200-321	Telephone		\$43.68	983-5729	PHONE SVC-PARKS
E 602-49400-321	Telephone		\$143.31	983-6134	PHONE SVC-WATER
E 101-42110-321	Telephone		\$93.91	983-6166	PHONE SVC-POLICE
E 101-43000-321	Telephone		\$101.06	983-6547	PHONE SVC-PW
	Total FRONTIER		\$820.88		
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Paid Chk# 037027	8/16/2010	SPRINT PCS			
E 101-42280-321	Telephone		\$31.47	613620816	AUG CELL SERVICE
E 101-45200-321	Telephone		\$31.47	613620816	AUG CELL SERVICE
E 101-43000-321	Telephone		\$31.47	613620816	AUG CELL SERVICE
	Total SPRINT PCS		\$94.41		
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Paid Chk# 037028	8/16/2010	MILLE LACS CO.			
E 208-49020-406	Trail Maintenance		\$50.00		WETLANDS SITE VISIT
	Total MILLE LACS CO.		\$50.00		
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Paid Chk# 037029	8/19/2010	AMERIPRIDE			
E 101-45500-310	Other Professional Services		\$23.56	2200005420	RUGS-LIBRARY
E 619-49900-310	Other Professional Services		\$16.00	2200005421	RUGS-DEP REG
E 101-41940-310	Other Professional Services		\$6.80	2200005421	RUGS-CITY
E 101-45500-310	Other Professional Services		\$23.56	S779575	RUGS-LIBRARY
E 101-41940-310	Other Professional Services		\$6.80	S779576	RUGS-CITY
E 619-49900-310	Other Professional Services		\$16.00	S779576	RUGS-DEP REG
	Total AMERIPRIDE		\$92.72		
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Paid Chk# 037030	8/19/2010	ASHWORTH APPLIANCE			
E 101-42110-221	Equipment Parts/Repairs		\$7.99	10114874	TELEPHONE RECORDING DEVICE
	Total ASHWORTH APPLIANCE		\$7.99		
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Paid Chk# 037031	8/19/2010	B & B PRODUCTS			
E 101-42280-221	Equipment Parts/Repairs		\$487.87	3342	KUSMAUL REPAIR
	Total B & B PRODUCTS		\$487.87		
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Paid Chk# 037032	8/19/2010	BANK OF ZUMBROTA			
E 381-47000-604	Airport Loan Payment		\$1,089.97	126398	AIRPORT FUEL SYS-MICRO LOAN
E 381-47000-610	Interest Expense		\$903.00	126398	AIRPORT FUEL SYS-MICRO LOAN
	Total BANK OF ZUMBROTA		\$1,992.97		
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Paid Chk# 037033	8/19/2010	BILLINGS SERVICE			
E 101-45200-212	Auto Expense (Fuel/Repair)		\$230.60		GAS-PARKS
E 101-43000-212	Auto Expense (Fuel/Repair)		\$182.54		GAS-PW
E 101-42280-212	Auto Expense (Fuel/Repair)		\$283.22		GAS-FIRE
E 101-49810-212	Auto Expense (Fuel/Repair)		\$206.66		GAS-AIRPORT
	Total BILLINGS SERVICE		\$903.02		

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AUGUST 2010

			Check Amt	Invoice	Comment
Paid Chk#	037034	8/19/2010	BONESTROO ROSENE ANDERLIK		
E 603-49450-303	Engineering Fees		\$696.00	180099	UPDATE GIS UTILITY MAPS
E 500-45200-303	Engineering Fees		\$96.75	180099	PEDESTRIAN BRIDGE INFO REQUEST
E 602-49400-303	Engineering Fees		\$696.00	180099	UPDATE GIS UTILITY MAPS
E 101-43000-303	Engineering Fees		\$150.00	180099	UTILITY INFO-TEALS SITE
E 602-49400-303	Engineering Fees		\$695.25	180099	SCADA ADDITIONS
E 603-49450-303	Engineering Fees		\$2,492.52	180100	WASTEWATER SYSTEM IMPROVEMENTS
E 602-49400-303	Engineering Fees		\$129.00	180952	SCADA ADDITIONS
E 603-49450-303	Engineering Fees		\$121.50	180952	UTILITY MAP UPDATES
E 603-49450-303	Engineering Fees		\$268.50	180953	WASTEWATER SYSTEM IMPROVEMENTS
Total	BONESTROO ROSENE ANDERLIK		\$5,345.52		
Paid Chk#	037035	8/19/2010	CDW GOVERNMENT		
E 101-42110-240	Small Tools and Minor Equip		\$322.94	TKG9794	SQUAD COMPUTERS
Total	CDW GOVERNMENT		\$322.94		
Paid Chk#	037036	8/19/2010	CEMSTONE PRODUCTS CO.		
E 101-43000-403	Repairs/Maint Streets		\$279.52	986264	PATCH MIX-3.93 TONS
Total	CEMSTONE PRODUCTS CO.		\$279.52		
Paid Chk#	037037	8/19/2010	CORNER MART		
E 101-42110-212	Auto Expense (Fuel/Repair)		\$855.95		GAS-POLICE
E 101-42280-212	Auto Expense (Fuel/Repair)		\$107.00		GAS-FIRE
E 101-43000-212	Auto Expense (Fuel/Repair)		\$460.22		GAS-PW
E 101-45200-212	Auto Expense (Fuel/Repair)		\$223.57		GAS-PARKS
E 603-49450-212	Auto Expense (Fuel/Repair)		\$12.81		GAS-SEWER
E 700-50000-212	Auto Expense (Fuel/Repair)		\$121.00		GAS-JP
E 602-49400-212	Auto Expense (Fuel/Repair)		\$96.96		GAS-WATER
E 101-49810-212	Auto Expense (Fuel/Repair)		\$49.83		GAS-AIRPORT
Total	CORNER MART		\$1,927.34		
Paid Chk#	037038	8/19/2010	DEBOER LANDSCAPING		
E 101-45500-310	Other Professional Services		\$3,500.00		LIBRARY LANDSCAPING
Total	DEBOER LANDSCAPING		\$3,500.00		
Paid Chk#	037039	8/19/2010	DOVE FRETLAND & VAN VALKENBURG		
E 101-41610-304	Legal Fees		\$875.00	56453	CIVIL RETAINER-JULY
E 101-41610-304	Legal Fees		\$3,119.25	56454	CRIMINAL RETAINER-JULY
Total	DOVE FRETLAND & VAN VALKENBURG		\$3,994.25		
Paid Chk#	037040	8/19/2010	E.C.M. PUBLISHERS, INC.		
E 211-49000-437	Other Miscellaneous		\$15.50	214432	FARMERS MARKET AD-HCP
E 211-49000-437	Other Miscellaneous		\$15.50	214730	FARMERS MARKET AD-HCP
E 211-49000-437	Other Miscellaneous		\$15.50	215072	FARMERS MARKET AD-HCP
E 211-49000-437	Other Miscellaneous		\$46.50	215073	CRAFTERS WANTED-REC FES-HCP
E 211-49000-437	Other Miscellaneous		\$351.69	215409	REC FEST/BLUEGRASS FEST AD-HCP
E 211-49000-437	Other Miscellaneous		\$15.50	215452	FARMERS MARKET AD-HCP
E 211-49000-437	Other Miscellaneous		\$46.50	215453	CRAFTERS WANTED-REC FES-HCP
E 101-41110-351	Legal Notices Publishing		\$31.85	95667	AFFIDAVITS OF CANDIDACY AD
E 211-49000-437	Other Miscellaneous		\$30.00	95685	CRAFTERS WANTED-REC FES-HCP
E 211-49000-437	Other Miscellaneous		\$30.00	95814	CRAFTERS WANTED-REC FES-HCP
Total	E.C.M. PUBLISHERS, INC.		\$598.54		
Paid Chk#	037041	8/19/2010	EMERGENCY MEDICAL PRODUCTS		
E 101-42280-240	Small Tools and Minor Equip		\$256.04	1291085	MEDICAL SUPPLIES
Total	EMERGENCY MEDICAL PRODUCTS		\$256.04		
Paid Chk#	037042	8/19/2010	GOPHER STATE ONE CALL		

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AUGUST 2010

			Check Amt	Invoice	Comment
E 602-49400-310	Other Professional Services		\$58.00		JULY LOCATES
Total GOPHER STATE ONE CALL			\$58.00		
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Paid Chk# 037043	8/19/2010	HALBERG, JOSHUA			
E 101-42110-240	Small Tools and Minor Equip		\$27.07		REIMB EARPIECE & TUBE
Total HALBERG, JOSHUA			\$27.07		
<hr/>					
Paid Chk# 037044	8/19/2010	HAWKINS, INC.			
E 602-49400-216	Chemicals and Chem Products		\$3,807.24		CHEMICALS
Total HAWKINS, INC.			\$3,807.24		
<hr/>					
Paid Chk# 037045	8/19/2010	HY-TECH AUTOMOTIVE			
E 101-43000-221	Equipment Parts/Repairs		\$291.09	7395	97 DODGE REPAIR
Total HY-TECH AUTOMOTIVE			\$291.09		
<hr/>					
Paid Chk# 037046	8/19/2010	JOHNSON OIL CO.			
E 700-50000-212	Auto Expense (Fuel/Repair)		\$31.18	763	OIL CHANGE - JP
E 101-42110-212	Auto Expense (Fuel/Repair)		\$31.18	764	SQUAD 07 MAINTENANCE
Total JOHNSON OIL CO.			\$62.36		
<hr/>					
Paid Chk# 037047	8/19/2010	K.E.E.P.R.S.			
E 101-42110-434	Uniforms		\$9.00	143132-01	UNIFORMS-SHAW
E 101-42110-434	Uniforms		\$104.99	145799	UNIFORMS-MINKS
Total K.E.E.P.R.S.			\$113.99		
<hr/>					
Paid Chk# 037048	8/19/2010	KDV TECHNOLOGY AND CONSULTING			
E 101-41940-309	EDP, Software and Design		\$825.00	5036	JULY NETWORK
Total KDV TECHNOLOGY AND CONSULTING			\$825.00		
<hr/>					
Paid Chk# 037049	8/19/2010	KNIFE RIVER CORP. - NORTH CENT			
E 101-43000-403	Repairs/Maint Streets		\$375.88	183046	CLASS 5 AGGREGATE
Total KNIFE RIVER CORP. - NORTH CENT			\$375.88		
<hr/>					
Paid Chk# 037050	8/19/2010	KOCH'S HARDWARE HANK			
E 101-45500-217	Other Operating Supplies		\$8.10		CLEANING SUPPLIES-LIBRARY
E 101-45200-240	Small Tools and Minor Equip		\$52.35		SHEARS/PRUNER-PARKS
E 101-45200-215	Shop Supplies		\$62.29		SHOP SUPPLIES-PARKS
E 101-45200-437	Other Miscellaneous		\$122.20		SUPPLIES-PARKS
E 101-49810-217	Other Operating Supplies		\$147.57		SUPPLIES-AIRPORT
E 101-45200-437	Other Miscellaneous		\$75.02		THEATRE BATHROOM-PARKS
E 603-49450-217	Other Operating Supplies		\$46.13		SUPPLIES-SEWER
E 602-49400-217	Other Operating Supplies		\$225.12		SUPPLIES-WATER
E 101-42280-217	Other Operating Supplies		\$80.56		SUPPLIES-FIRE
E 101-43000-215	Shop Supplies		\$40.15		SHOP SUPPLIES-PW
E 619-49900-217	Other Operating Supplies		\$9.60		SUPPLIES-DEP REG
E 101-41940-240	Small Tools and Minor Equip		\$138.93		DEHUMIDIFIER-CITY
E 101-42110-437	Other Miscellaneous		\$9.93		TRASH BAGS-POLICE
E 101-45200-401	Repairs/Maint Buildings		\$225.25		BANDSHELL REPAIR-PARKS
Total KOCH'S HARDWARE HANK			\$1,243.20		
<hr/>					
Paid Chk# 037051	8/19/2010	LEAGUE OF MN CITIES INSUR TRST			
E 602-49400-363	Automotive Ins		\$300.00	34622	AUTO-WATER
E 208-49010-361	Liability/Property		\$240.00	34622	PROP/LIAB-SR CTR
E 619-49900-433	Dues and Subscriptions		\$100.00	34622	E & O-DEP REG
E 603-49450-363	Automotive Ins		\$300.00	34622	AUTO-SEWER
E 603-49450-361	Liability/Property		\$460.00	34622	PROP/LIAB-SEWER
E 602-49400-361	Liability/Property		\$6,350.00	34622	PROP/LIAB-WATER
E 101-49810-361	Liability/Property		\$2,675.00	34622	PROP/LIAB-AIRPORT
E 101-41940-363	Automotive Ins		\$2,977.00	34622	AUTO-CITY

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E 101-41940-361	Liability/Property		\$29,502.00	34622	PROP/LIAB-CITY
E 101-42280-363	Automotive Ins		\$6,550.00	34622	AUTO-FIRE
E 101-42280-361	Liability/Property		\$790.00	34622	PROP/LIAB-FIRE
Total LEAGUE OF MN CITIES INSUR TRST			\$50,244.00		
<hr/>					
Paid Chk# 037052	8/19/2010	M.D.R.A.			
E 619-49900-208	Training and Travel		\$20.00		P HARTMAN-2010 ANNUAL MTG
Total M.D.R.A.			\$20.00		
<hr/>					
Paid Chk# 037053	8/19/2010	M.D.R.A.			
R 619-36200	Miscellaneous Revenues		\$50.00		100 MAPS
Total M.D.R.A.			\$50.00		
<hr/>					
Paid Chk# 037054	8/19/2010	MACQUEEN EQUIPMENT			
E 101-43000-221	Equipment Parts/Repairs		\$756.68	2104536	SWEEPER PARTS
Total MACQUEEN EQUIPMENT			\$756.68		
<hr/>					
Paid Chk# 037055	8/19/2010	MCKAYS FAMILY DODGE			
E 101-43000-221	Equipment Parts/Repairs		\$46.17	129571	PART FOR 06 DODGE PICKUP
Total MCKAYS FAMILY DODGE			\$46.17		
<hr/>					
Paid Chk# 037056	8/19/2010	MEYER'S MILACA BTB			
E 101-45200-221	Equipment Parts/Repairs		\$170.25	2071	PARTS-PARKS
E 101-45200-437	Other Miscellaneous		\$18.37	2071	PARTS-PARKS
Total MEYER'S MILACA BTB			\$188.62		
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Paid Chk# 037057	8/19/2010	MILACA AUTO VALUE			
E 101-42280-221	Equipment Parts/Repairs		\$62.75	013-361008	PARTS-FIRE
E 101-45200-221	Equipment Parts/Repairs		\$73.63	013-361396	MOWER PARTS-PARKS
E 101-43000-221	Equipment Parts/Repairs		\$3.30	013-361554	99 DODGE PART-PW
E 101-43000-215	Shop Supplies		\$40.01	013-361973	SHOP SUPPLIES-PW
Total MILACA AUTO VALUE			\$179.69		
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Paid Chk# 037058	8/19/2010	MILACA COPY FAST			
E 101-45200-437	Other Miscellaneous		\$19.62		REC FEST SHUTTLE SIGNS
Total MILACA COPY FAST			\$19.62		
<hr/>					
Paid Chk# 037059	8/19/2010	MILACA GENERAL RENTAL CENTER			
E 101-43000-221	Equipment Parts/Repairs		\$25.65	18564	CONCRETE CUT OFF WHEEL-PW
Total MILACA GENERAL RENTAL CENTER			\$25.65		
<hr/>					
Paid Chk# 037060	8/19/2010	MILACA LAWN & GARDEN			
E 101-45200-221	Equipment Parts/Repairs		\$18.92	267867	PARTS-PARKS
E 101-45200-221	Equipment Parts/Repairs		\$17.12	269858	PARTS-PARKS
Total MILACA LAWN & GARDEN			\$36.04		
<hr/>					
Paid Chk# 037061	8/19/2010	MILLER, PATTI			
E 101-49910-208	Training and Travel		\$138.71		OGILVIE MILEAGE REIMB 7/2010
Total MILLER, PATTI			\$138.71		
<hr/>					
Paid Chk# 037062	8/19/2010	MN COPY SYSTEMS, INC.			
E 101-41940-310	Other Professional Services		\$179.40	53687	COPIER MAINTENANCE-CITY
Total MN COPY SYSTEMS, INC.			\$179.40		
<hr/>					
Paid Chk# 037063	8/19/2010	MN VALLEY TESTING LABS			
E 602-49400-310	Other Professional Services		\$71.00	506850	TESTING
Total MN VALLEY TESTING LABS			\$71.00		
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Paid Chk# 037064	8/19/2010	MTI DISTRIBUTING			

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E 101-45200-221	Equipment Parts/Repairs		(\$12.71)	742968	CREDIT-MOWER PARTS-PARKS
E 101-45200-221	Equipment Parts/Repairs		\$36.40	742969	MOWER PARTS-PARKS
Total MTI DISTRIBUTING			\$23.69		
<hr/>					
Paid Chk#	037065	8/19/2010	NORTHEAST TECHNICAL SERVICES		
E 603-49450-310	Other Professional Services		\$48.66	10-02800	TESTING
E 603-49450-310	Other Professional Services		\$1,531.71	10-03224	TESTING
Total NORTHEAST TECHNICAL SERVICES			\$1,580.37		
<hr/>					
Paid Chk#	037066	8/19/2010	QUILL CORPORATION		
E 101-41940-217	Other Operating Supplies		(\$67.32)	113951	CREDIT
E 101-45200-215	Shop Supplies		\$67.32	6514343	TOILET PAPER-PARKS
E 101-41940-217	Other Operating Supplies		\$67.32	6514343	TOILET PAPER-CITY
E 101-41940-217	Other Operating Supplies		\$67.32	6629319	TOILET PAPER-CITY
E 101-43000-215	Shop Supplies		\$54.83	6916426	PAPER TOWELS-PW
E 602-49400-201	Accessories (paper, pens, etc)		\$110.59	6916426	PRINTER TONER-WATER
E 101-42280-201	Accessories (paper, pens, etc)		\$23.07	6916426	PRINTER TONER-FIRE
E 101-43000-215	Shop Supplies		\$96.18	6930507	PRINTER TONER-PW
E 619-49900-201	Accessories (paper, pens, etc)		\$48.94	7009240	OFFICE SUPPLIES-DEP REG
Total QUILL CORPORATION			\$468.25		
<hr/>					
Paid Chk#	037067	8/19/2010	ROHMAN LAWN CARE		
E 101-49200-450	Unallocated		\$2,255.00	17668	MOWING
Total ROHMAN LAWN CARE			\$2,255.00		
<hr/>					
Paid Chk#	037068	8/19/2010	UNIVERSITY OF MINNESOTA		
E 101-45200-208	Training and Travel		\$110.00		PESTICIDE APPL RECERT-G MOYER
Total UNIVERSITY OF MINNESOTA			\$110.00		
<hr/>					
Paid Chk#	037069	8/19/2010	VESSCO INC		
E 602-49400-221	Equipment Parts/Repairs		\$236.86	48422	SEAL KIT - WATER
Total VESSCO INC			\$236.86		
10100 General Bank			\$88,170.05		

Fund Summary

	10100 General Bank
101 GENERAL FUND	\$65,822.34
208 CHARITABLE GAMBLING FUND	\$290.00
211 INITIATIVE FOUNDATION	\$566.69
381 2009 GO EQUIP CERTIFICATE	\$1,992.97
500 CAPITAL PROJECT FUND	\$96.75
602 WATER FUND	\$12,921.25
603 SEWER FUND	\$5,977.83
619 DEPUTY REGISTRAR FUND	\$350.04
700 BRAHAM-MILACA JOINT POWERS	\$152.18
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	\$88,170.05

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10900 Liquor Bank

Paid Chk#		Date	Vendor	Check Amt	Invoice	Comment
Paid Chk# 021504		8/16/2010	FRONTIER			
E 609-49750-321	Telephone			\$104.44	983-6255	AUG PHONE SVC
Total FRONTIER				\$104.44		
Paid Chk# 021505		8/19/2010	AMERICAN BOTTLING CO.			
E 609-49750-254	Mix/Non Alcoholic			\$90.00	2462601693	NA
E 609-49750-254	Mix/Non Alcoholic			\$90.00	2462601811	NA
Total AMERICAN BOTTLING CO.				\$180.00		
Paid Chk# 021506		8/19/2010	AMERIPRIDE			
E 609-49750-310	Other Professional Services			\$64.32	2200002585	RUGS
E 609-49750-310	Other Professional Services			\$27.91	2200005426	RUGS
E 609-49750-310	Other Professional Services			\$64.32	2200007789	RUGS
E 609-49750-310	Other Professional Services			\$64.32	S776941	RUGS
E 609-49750-310	Other Professional Services			\$27.91	S779582	RUGS
Total AMERIPRIDE				\$248.78		
Paid Chk# 021507		8/19/2010	CRYSTAL SPRINGS ICE			
E 609-49750-259	Other For Resale			\$256.00	108985	ICE
E 609-49750-259	Other For Resale			\$242.40	109185	ICE
E 609-49750-259	Other For Resale			\$264.00	109290	ICE
E 609-49750-259	Other For Resale			(\$57.60)	51713c	CREDIT
E 609-49750-259	Other For Resale			\$311.60	58385	ICE
E 609-49750-259	Other For Resale			\$3.10	58415	ICE
Total CRYSTAL SPRINGS ICE				\$1,019.50		
Paid Chk# 021508		8/19/2010	EXTREME BEVERAGES, LLC			
E 609-49750-254	Mix/Non Alcoholic			\$33.50	868814	NA
Total EXTREME BEVERAGES, LLC				\$33.50		
Paid Chk# 021509		8/19/2010	GM CLEANING INC			
E 609-49750-310	Other Professional Services			\$484.94	4345	CARPET CLEANING
Total GM CLEANING INC				\$484.94		
Paid Chk# 021510		8/19/2010	GODFATHER'S EXTERMINATING			
E 609-49750-310	Other Professional Services			\$51.21	26417918	PEST CONTROL
Total GODFATHER'S EXTERMINATING				\$51.21		
Paid Chk# 021511		8/19/2010	GRANITE CITY JOBBING			
E 609-49750-256	Tobacco Products For Resale			\$142.54	648856	TOBACCO
E 609-49750-254	Mix/Non Alcoholic			\$39.12	648856	NA
E 609-49750-333	Freight and Express			\$4.25	648856	DELIVERY
E 609-49750-256	Tobacco Products For Resale			\$325.11	649502	TOBACCO
E 609-49750-259	Other For Resale			\$38.00	649502	MISC
E 609-49750-254	Mix/Non Alcoholic			\$2.08	649502	NA
E 609-49750-333	Freight and Express			\$4.25	649502	DELIVERY
E 609-49750-256	Tobacco Products For Resale			\$360.22	650321	TOBACCO
E 609-49750-259	Other For Resale			\$282.52	650321	MISC
E 609-49750-254	Mix/Non Alcoholic			\$4.16	650321	NA
E 609-49750-214	Liquor Store Paper Supplies			\$34.75	650321	PAPER SUPPLIES
E 609-49750-333	Freight and Express			\$4.25	650321	DELIVERY
E 609-49750-217	Other Operating Supplies			\$25.79	651229	SUPPLIES
E 609-49750-259	Other For Resale			\$44.68	651229	MISC
E 609-49750-254	Mix/Non Alcoholic			\$4.16	651229	NA
E 609-49750-256	Tobacco Products For Resale			\$329.94	651229	TOBACCO
E 609-49750-333	Freight and Express			\$4.25	651229	DELIVERY
E 609-49750-214	Liquor Store Paper Supplies			\$11.15	651968	PAPER SUPPLIES

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E 609-49750-256	Tobacco Products For Resale		\$417.52	651968	TOBACCO
E 609-49750-254	Mix/Non Alcoholic		\$36.00	651968	NA
E 609-49750-217	Other Operating Supplies		\$8.05	651968	KIDDIE KANDY
E 609-49750-333	Freight and Express		\$4.25	651968	DELIVERY
E 609-49750-259	Other For Resale		\$15.85	651968	MISC
E 609-49750-256	Tobacco Products For Resale		\$944.19	652705	TOBACCO
E 609-49750-254	Mix/Non Alcoholic		\$80.01	652705	TOBACCO
E 609-49750-259	Other For Resale		\$94.01	652705	MISC
E 609-49750-217	Other Operating Supplies		\$8.05	652705	KIDDIE KANDY
E 609-49750-214	Liquor Store Paper Supplies		\$15.17	652705	PAPER SUPPLIES
E 609-49750-333	Freight and Express		\$4.25	652705	DELIVERY
	Total GRANITE CITY JOBBING		\$3,288.57		
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Paid Chk#	021512	8/19/2010	LEAGUE OF MN CITIES INSUR TRST		
E 609-49750-361	Liability/Property		\$4,030.00		PROP/LIAB
E 609-49750-364	Dram Shop		\$2,858.00	34623	LIQ LIAB INS
	Total LEAGUE OF MN CITIES INSUR TRST		\$6,888.00		
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Paid Chk#	021513	8/19/2010	M. AMUNDSON LLP		
E 609-49750-256	Tobacco Products For Resale		\$533.58	89559	TOBACCO
E 609-49750-214	Liquor Store Paper Supplies		\$89.96	89559	PAPER SUPPLIES
E 609-49750-259	Other For Resale		\$375.15	89559	MISC
E 609-49750-259	Other For Resale		\$87.50	89977	MISC
E 609-49750-256	Tobacco Products For Resale		\$257.62	89977	TOBACCO
E 609-49750-256	Tobacco Products For Resale		\$886.03	90347	TOBACCO
E 609-49750-259	Other For Resale		\$77.60	90347	MISC
E 609-49750-256	Tobacco Products For Resale		\$849.43	91002	TOBACCO
E 609-49750-259	Other For Resale		\$230.25	91424	MISC
E 609-49750-256	Tobacco Products For Resale		\$607.91	91424	TOBACCO
	Total M. AMUNDSON LLP		\$3,995.03		
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Paid Chk#	021514	8/19/2010	MANAGEMENT INFO. SOLUTIONS		
E 609-49750-240	Small Tools and Minor Equip		\$292.84	1642	VIDEO CAMERA
	Total MANAGEMENT INFO. SOLUTIONS		\$292.84		
<hr/>					
Paid Chk#	021515	8/19/2010	MILLER TRUCKING		
E 609-49750-333	Freight and Express		\$60.48	2592	DELIVERY
	Total MILLER TRUCKING		\$60.48		
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Paid Chk#	021516	8/19/2010	MN MUNICIPAL BEVERAGE ASSOC.		
E 609-49750-433	Dues and Subscriptions		\$1,440.00		ANNUAL DUES
	Total MN MUNICIPAL BEVERAGE ASSOC.		\$1,440.00		
<hr/>					
Paid Chk#	021517	8/19/2010	NORTHERN EXPOSURE ADVERTISING		
E 609-49750-343	Other Advertising		\$100.00		ADVERTISING
	Total NORTHERN EXPOSURE ADVERTISING		\$100.00		
<hr/>					
Paid Chk#	021518	8/19/2010	OTTE, ROY		
E 609-49750-256	Tobacco Products For Resale		\$378.70	534957	TOBACCO
	Total OTTE, ROY		\$378.70		
<hr/>					
Paid Chk#	021519	8/19/2010	PINNACLE FIREWORKS		
E 609-49750-254	Mix/Non Alcoholic		\$126.00	10881	NA
	Total PINNACLE FIREWORKS		\$126.00		
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Paid Chk#	021520	8/19/2010	VIKING BOTTLING CO.		
E 609-49750-254	Mix/Non Alcoholic		\$440.04	25307657	NA
E 609-49750-254	Mix/Non Alcoholic		\$256.30	25307835	NA
E 609-49750-254	Mix/Non Alcoholic		\$61.70	25307945	NA

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E 609-49750-254	Mix/Non Alcoholic	\$194.95	25308002	NA
E 609-49750-254	Mix/Non Alcoholic	(\$96.80)	517518	CREDIT
Total VIKING BOTTLING CO.		<u>\$856.19</u>		
10900 Liquor Bank		<u>\$19,548.18</u>		

Fund Summary

	10900 Liquor Bank	\$19,548.18
609 MUNICIPAL LIQUOR FUND		<u>\$19,548.18</u>
		\$19,548.18

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10900 Liquor Bank

Paid Chk#		Date	Vendor	Check Amt	Invoice	Comment
910026E		7/15/2010	MILACA, CITY OF (WATER/SEWER)			
E 609-49750-381	Utilities			\$26.54	01-00015990	WATER/SEWER
Total MILACA, CITY OF (WATER/SEWER)				\$26.54		
910027E		7/7/2010	EAST CENTRAL ENERGY			
E 609-49750-381	Utilities			\$2,232.61	7115200	ELECTRIC
Total EAST CENTRAL ENERGY				\$2,232.61		
910028E		7/12/2010	CENTERPOINT ENERGY			
E 609-49750-381	Utilities			\$77.93	128-000-782-1	NATURAL GAS
Total CENTERPOINT ENERGY				\$77.93		
910029E		7/19/2010	MN DEPT OF REVENUE			
E 609-49750-221	Equipment Parts/Repairs			\$13.00	9576201	LIQUOR USE TAX-GRANITE LEDGE
G 609-20800	Sales Tax Payable			\$13,696.00	9576201	LIQUOR SALES TAX
Total MN DEPT OF REVENUE				\$13,709.00		
10900 Liquor Bank				\$16,046.08		

Fund Summary

609 MUNICIPAL LIQUOR FUND	10900 Liquor Bank	\$16,046.08
		<u>\$16,046.08</u>

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10900 Liquor Bank

Paid Chk#	Date	Company	Check Amt	Invoice	Comment
10900 Liquor Bank					
Paid Chk# 021452	7/1/2010	BELLBOY CORP.			
E 609-49750-251	Liquor For Resale		\$3,089.65	53701800	LIQUOR
E 609-49750-253	Wine For Resale		\$72.00	53704200	WINE
E 609-49750-254	Mix/Non Alcoholic		\$90.41	83791000	NA
E 609-49750-259	Other For Resale		\$68.50	83791000	MISC
	Total BELLBOY CORP.		\$3,320.56		
BERNICKS					
Paid Chk# 021453	7/1/2010	BERNICKS			
E 609-49750-254	Mix/Non Alcoholic		\$16.00	37422	NA
E 609-49750-252	Beer For Resale		\$350.20	37423	BEER
E 609-49750-254	Mix/Non Alcoholic		\$17.95	40188	NA
E 609-49750-252	Beer For Resale		\$1,006.05	40189	BEER
E 609-49750-254	Mix/Non Alcoholic		\$27.90	42724	NA
E 609-49750-252	Beer For Resale		\$657.95	42725	BEER
E 609-49750-254	Mix/Non Alcoholic		\$25.95	45433	NA
E 609-49750-252	Beer For Resale		\$496.10	45434	BEER
E 609-49750-254	Mix/Non Alcoholic		\$43.90	48175	NA
E 609-49750-252	Beer For Resale		\$937.95	48176	BEER
	Total BERNICKS		\$3,579.95		
C & L DISTRIBUTING CO.					
Paid Chk# 021454	7/1/2010	C & L DISTRIBUTING CO.			
E 609-49750-254	Mix/Non Alcoholic		\$91.30	244453	NA
E 609-49750-252	Beer For Resale		\$5,626.95	244453	BEER
E 609-49750-254	Mix/Non Alcoholic		\$80.35	245379	NA
E 609-49750-260	Deposits		(\$240.00)	245379	DEPOSITS
E 609-49750-252	Beer For Resale		\$5,743.05	245379	BEER
E 609-49750-252	Beer For Resale		\$262.50	245717	BEER
E 609-49750-252	Beer For Resale		\$4,748.90	246436	BEER
E 609-49750-254	Mix/Non Alcoholic		\$68.55	246436	NA
E 609-49750-260	Deposits		\$90.00	246436	DEPOSITS
E 609-49750-252	Beer For Resale		\$1,263.00	246678	BEER
E 609-49750-252	Beer For Resale		\$12,814.25	247279	BEER
E 609-49750-254	Mix/Non Alcoholic		\$68.55	247279	NA
	Total C & L DISTRIBUTING CO.		\$30,617.40		
DAHLHEIMER DISTRIBUTING CO.					
Paid Chk# 021455	7/1/2010	DAHLHEIMER DISTRIBUTING CO.			
E 609-49750-254	Mix/Non Alcoholic		\$151.50	80648	NA
E 609-49750-260	Deposits		(\$90.00)	80648	DEPOSITS
E 609-49750-252	Beer For Resale		\$7,694.20	80648	BEER
E 609-49750-254	Mix/Non Alcoholic		\$151.50	81414	NA
E 609-49750-252	Beer For Resale		\$8,981.20	81414	BEER
E 609-49750-260	Deposits		\$60.00	81489	DEPOSITS
E 609-49750-252	Beer For Resale		\$1,158.59	81489	BEER
E 609-49750-260	Deposits		\$60.00	82296	DEPOSITS
E 609-49750-252	Beer For Resale		\$6,063.65	82296	BEER
E 609-49750-252	Beer For Resale		\$6,411.15	83130	BEER
E 609-49750-260	Deposits		\$20.00	83130	DEPOSITS
E 609-49750-254	Mix/Non Alcoholic		\$133.25	83130	NA
E 609-49750-252	Beer For Resale		\$231.00	83703	BEER
E 609-49750-260	Deposits		\$90.00	83703	DEPOSITS
E 609-49750-254	Mix/Non Alcoholic		\$277.45	83989	NA
E 609-49750-260	Deposits		(\$80.00)	83989	DEPOSITS
E 609-49750-252	Beer For Resale		\$9,967.95	83989	BEER
E 609-49750-260	Deposits		(\$60.00)	84030	DEPOSITS
E 609-49750-254	Mix/Non Alcoholic		\$44.00	84030	NA
	Total DAHLHEIMER DISTRIBUTING CO.		\$41,265.44		

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JULY 2010

			Check Amt	Invoice	Comment
Paid Chk#	021456	7/1/2010	DANIMAL DISTRIBUTING INC		
E 609-49750-254	Mix/Non Alcoholic		\$28.80	125334	NA
E 609-49750-252	Beer For Resale		\$40.93	125335	BEER
E 609-49750-254	Mix/Non Alcoholic		(\$1.33)	125335	CREDIT
E 609-49750-252	Beer For Resale		\$486.00	6081290	BEER
Total DANIMAL DISTRIBUTING INC			\$554.40		
Paid Chk#	021457	7/1/2010	J.J. TAYLOR DIST OF MN		
E 609-49750-333	Freight and Express		\$3.00	988698	DELIVERY
E 609-49750-252	Beer For Resale		\$255.10	988698	BEER
Total J.J. TAYLOR DIST OF MN			\$258.10		
Paid Chk#	021458	7/1/2010	JOHNSON BROTHERS LIQUOR CO.		
E 609-49750-333	Freight and Express		\$208.39	1844741	DELIVERY
E 609-49750-253	Wine For Resale		\$572.80	1844741	WINE
E 609-49750-251	Liquor For Resale		\$8,136.05	1844741	LIQUOR
E 609-49750-333	Freight and Express		\$1.57	1844742	DELIVERY
E 609-49750-253	Wine For Resale		\$17.99	1844742	WINE
E 609-49750-251	Liquor For Resale		\$38.75	1849248	LIQUOR
E 609-49750-333	Freight and Express		\$30.62	1849248	DELIVERY
E 609-49750-254	Mix/Non Alcoholic		\$28.45	1849248	NA
E 609-49750-253	Wine For Resale		\$451.45	1849248	WINE
E 609-49750-251	Liquor For Resale		\$2,976.08	1853494	LIQUOR
E 609-49750-253	Wine For Resale		\$1,183.16	1853494	WINE
E 609-49750-333	Freight and Express		\$81.64	1853494	DELIVERY
E 609-49750-259	Other For Resale		\$40.00	1858199	MISC
E 609-49750-254	Mix/Non Alcoholic		\$28.00	1858199	NA
E 609-49750-251	Liquor For Resale		\$2,015.45	1858199	LIQUOR
E 609-49750-253	Wine For Resale		\$462.35	1858199	WINE
E 609-49750-333	Freight and Express		\$61.50	1858199	DELIVERY
Total JOHNSON BROTHERS LIQUOR CO.			\$16,334.25		
Paid Chk#	021459	7/1/2010	MILLER TRUCKING		
E 609-49750-333	Freight and Express		\$57.53	2535	DELIVERY
Total MILLER TRUCKING			\$57.53		
Paid Chk#	021460	7/1/2010	PAUSTIS & SONS		
E 609-49750-253	Wine For Resale		\$123.60	8262345	WINE
E 609-49750-333	Freight and Express		\$5.25	8262345	DELIVERY
E 609-49750-251	Liquor For Resale		\$715.01	8264313	LIQUOR
E 609-49750-333	Freight and Express		\$10.50	8264313	DELIVERY
E 609-49750-333	Freight and Express		\$2.50	8264319	DELIVERY
E 609-49750-251	Liquor For Resale		\$454.09	8264319	LIQUOR
E 609-49750-333	Freight and Express		\$4.50	8264325	DELIVERY
E 609-49750-253	Wine For Resale		\$88.60	8264325	WINE
Total PAUSTIS & SONS			\$1,404.05		
Paid Chk#	021461	7/1/2010	PHILLIPS WINE AND SPIRITS		
E 609-49750-251	Liquor For Resale		\$436.80	2917666	LIQUOR
E 609-49750-333	Freight and Express		\$6.28	2917666	DELIVERY
E 609-49750-253	Wine For Resale		\$65.90	2917666	WINE
E 609-49750-251	Liquor For Resale		\$1,307.62	2920766	LIQUOR
E 609-49750-254	Mix/Non Alcoholic		\$95.75	2920766	NA
E 609-49750-253	Wine For Resale		\$44.15	2920766	WINE
E 609-49750-333	Freight and Express		\$21.98	2920766	DELIVERY
E 609-49750-251	Liquor For Resale		\$910.00	2921262	LIQUOR
E 609-49750-333	Freight and Express		\$39.25	2921262	DELIVERY
E 609-49750-251	Liquor For Resale		\$216.85	2923937	LIQUOR

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JULY 2010

			Check Amt	Invoice	Comment
E 609-49750-333	Freight and Express		\$3.14	2923937	DELIVERY
E 609-49750-333	Freight and Express		\$51.81	2927287	DELIVERY
E 609-49750-251	Liquor For Resale		\$3,176.14	2927287	LIQUOR
E 609-49750-253	Wine For Resale		\$44.15	2927287	WINE
E 609-49750-253	Wine For Resale		(\$54.00)	3438894	CREDIT
E 609-49750-251	Liquor For Resale		(\$50.53)	3438894	CREDIT
E 609-49750-254	Mix/Non Alcoholic		(\$4.44)	3438894	CREDIT
E 609-49750-251	Liquor For Resale		(\$148.58)	3438895	CREDIT
E 609-49750-254	Mix/Non Alcoholic		(\$13.32)	3438895	CREDIT
E 609-49750-251	Liquor For Resale		(\$13.96)	3438896	CREDIT
Total PHILLIPS WINE AND SPIRITS			\$6,134.99		
<hr/>					
Paid Chk# 021462	7/1/2010	PINNACLE FIREWORKS			
E 609-49750-254	Mix/Non Alcoholic		\$140.00	10708	NA
Total PINNACLE FIREWORKS			\$140.00		
<hr/>					
Paid Chk# 021463	7/1/2010	QUALITY WINE & SPIRITS			
E 609-49750-253	Wine For Resale		\$128.00	313773	WINE
E 609-49750-251	Liquor For Resale		\$1,237.19	313773	LIQUOR
E 609-49750-253	Wine For Resale		\$136.00	313773-C0	WINE
E 609-49750-251	Liquor For Resale		\$3,117.66	322658	LIQUOR
E 609-49750-253	Wine For Resale		\$56.00	322658	WINE
Total QUALITY WINE & SPIRITS			\$4,674.85		
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Paid Chk# 021464	7/1/2010	ROHLFING OF BRAINERD, INC			
E 609-49750-253	Wine For Resale		\$1,439.30	727110	WINE
Total ROHLFING OF BRAINERD, INC			\$1,439.30		
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Paid Chk# 021465	7/1/2010	SUNNY HILL DISTRIBUTORS			
E 609-49750-251	Liquor For Resale		\$93.88	226123	LIQUOR
E 609-49750-253	Wine For Resale		\$387.06	226123	WINE
E 609-49750-333	Freight and Express		\$19.00	226123	DELIVERY
E 609-49750-253	Wine For Resale		\$177.58	227017	WINE
E 609-49750-333	Freight and Express		\$5.70	227017	DELIVERY
Total SUNNY HILL DISTRIBUTORS			\$683.22		
<hr/>					
Paid Chk# 021466	7/1/2010	VINOCOPIA			
E 609-49750-253	Wine For Resale		\$768.00	27366	WINE
E 609-49750-251	Liquor For Resale		\$245.00	27366	LIQUOR
E 609-49750-333	Freight and Express		\$31.50	27366	DELIVERY
Total VINOCOPIA			\$1,044.50		
<hr/>					
Paid Chk# 021467	7/1/2010	WINE MERCHANTS			
E 609-49750-253	Wine For Resale		\$190.50	319754	WINE
E 609-49750-333	Freight and Express		\$3.14	319754	DELIVERY
Total WINE MERCHANTS			\$193.64		
<hr/>					
Paid Chk# 021468	7/1/2010	WIRTZ BEVERAGE MN WINE & SPRTS			
E 609-49750-253	Wine For Resale		\$161.90	408969	WINE
E 609-49750-333	Freight and Express		\$3.00	408969	DELIVERY
E 609-49750-254	Mix/Non Alcoholic		\$53.90	408970	NA
E 609-49750-333	Freight and Express		\$120.00	408970	DELIVERY
E 609-49750-251	Liquor For Resale		\$7,733.21	408970	LIQUOR
E 609-49750-251	Liquor For Resale		\$1,158.83	415257	LIQUOR
E 609-49750-333	Freight and Express		\$16.50	415257	DELIVERY
E 609-49750-251	Liquor For Resale		\$119.85	415258	LIQUOR
E 609-49750-253	Wine For Resale		\$221.80	415258	WINE
E 609-49750-333	Freight and Express		\$9.00	415258	DELIVERY

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JULY 2010

		Check Amt	Invoice	Comment
E 609-49750-253	Wine For Resale	\$157.75	418232	WINE
E 609-49750-333	Freight and Express	\$4.50	418232	DELIVERY
E 609-49750-333	Freight and Express	\$16.50	418233	DELIVERY
E 609-49750-251	Liquor For Resale	\$732.00	418233	LIQUOR
E 609-49750-254	Mix/Non Alcoholic	(\$66.47)	802955	CREDIT
otal WIRTZ BEVERAGE MN WINE & SPRTS		<u>\$10,442.27</u>		

10900 Liquor Bank \$122,144.45

Fund Summary

	10900 Liquor Bank	
609 MUNICIPAL LIQUOR FUND	<u>\$122,144.45</u>	
	\$122,144.45	

RESOLUTION #10 – 28

RESOLUTION ASSESSING UNPAID WATER/SEWER BILL

BE IT RESOLVED that the following unpaid water and sewer bills be levied against the described property for 2011 property taxes, for 1 year, at a rate of 7 percent per annum:

PID #	OWNER	ADDRESS	ASSESSED
21-360-0410	Sluis, Richard & Debra	240 7 th St NW	\$32.25
21-800-0050	Sroka, Walter	645 2 nd Ave SE	\$142.86

Adopted this 19th day of August, 2010

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

RESOLUTION #10 – 29

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 one year at the rate of seven percent payable for 2011 taxes,

PID #	OWNER	ADDRESS	DATE OF MOWING	ASSESSED
21-042-0760	Brouwer , Paul & Ellner	255 2 nd Ave SW	07/02/10	\$55.00
21-042-0760	Brouwer, Paul & Ellner	255 2 nd Ave SW	07/13/10	\$55.00
21-762-0020	Kovarik, Jordan & Jenna	525 4 th Ave NW	07/02/10	\$55.00
21-130-0020	R & R Land Company	1002 9 th St NE	July 13 or 16, 2010	\$55.00
21-130-0030	R & R Land Company	1004 9 th St NE	July 13 or 16, 2010	\$55.00
21-130-0060	R & R Land Company	1104 9 th St NE	July 13 or 16, 2010	\$55.00
21-130-0100	R & R Land Company	1112 9 th St NE	July 13 or 16, 2010	\$55.00
21-130-0110	R & R Land Company	1114 9 th St NE	July 13 or 16, 2010	\$55.00
21-130-0160	R & R Land Company	1206 9 th St NE	July 13 or 16, 2010	\$55.00
21-130-0200	R & R Land Company	1101 9 th St NE	July 13 or 16, 2010	\$55.00
21-130-0200	R & R Land Company	1101 9 th St NE	July 13 or 16, 2010	\$55.00
21-130-0210	R & R Land Company	1103 9 th St NE	July 13 or 16, 2010	\$55.00
21-130-0220	R & R Land Company	1105 9 th St NE	July 13 or 16, 2010	\$55.00
21-130-0250	R & R Land Company	1111 9 th St NE	July 13 or 16, 2010	\$55.00
21-130-0260	R & R Land Company	1113 9 th St NE	July 13 or 16, 2010	\$55.00
21-265-0010	T & M Properties of Central MN	1300 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0020	T & M Properties of Central MN	1302 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0030	T & M Properties of Central MN	1304 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0040	T & M Properties of Central MN	1306 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0050	T & M Properties of Central MN	1308 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0060	T & M Properties of Central MN	1310 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0070	T & M Properties of Central MN	1312 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0090	T & M Properties of Central MN	1316 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0110	T & M Properties of Central MN	1320 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0130	T & M Properties of Central MN	1305 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0140	T & M Properties of Central MN	1307 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0160	T & M Properties of Central MN	1311 3 rd Ave NE	July 6 or 7, 2010	\$55.00
21-265-0190	T & M Properties of Central MN	1320 4 th Ave NE	July 6 or 7, 2010	\$55.00
21-265-0210	T & M Properties of Central MN	1312 4 th Ave NE	July 6 or 7, 2010	\$55.00
21-265-0230	T & M Properties of Central MN	1304 4 th Ave NE	July 6 or 7, 2010	\$55.00
21-265-0240	T & M Properties of Central MN	1300 4 th Ave NE	July 6 or 7, 2010	\$55.00
21-265-0270	T & M Properties of Central MN	1401 4 th Ave NE	July 6 or 7, 2010	\$55.00
21-265-0280	T & M Properties of Central MN	1325 4 th Ave NE	July 6 or 7, 2010	\$55.00

21-265-0330	T & M Properties of Central MN	1315 4 th Ave NE	July 6 or 7, 2010	\$55.00
21-265-0340	T & M Properties of Central MN	1313 4 th Ave NE	July 6 or 7, 2010	\$55.00
21-265-0350	T & M Properties of Central MN	1311 4 th Ave NE	July 6 or 7, 2010	\$55.00
21-265-0360	T & M Properties of Central MN	1309 4 th Ave NE	July 6 or 7, 2010	\$55.00
21-265-0370	T & M Properties of Central MN	1307 4 th Ave NE	July 6 or 7, 2010	\$55.00
21-265-0380	T & M Properties of Central MN	1305 4 th Ave NE	July 6 or 7, 2010	\$55.00
21-265-0410	T & M Properties of Central MN	301 13 th St NE	July 6 or 7, 2010	\$55.00
21-265-0470	T & M Properties of Central MN	Outlot A	July 6 or 7, 2010	\$55.00

Adopted this 19th day of August, 2010.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

RESOLUTION NO. 10 – 30

A RESOLUTION REQUESTING STREET CLOSURE

WHEREAS the City of Milaca desires that County Road 36 be closed from the south entrance to the City Maintenance Building to County Road 9 for one-way traffic for the period of time starting at 7:30 a.m. and ending at 4:30 p.m. on September 25, 2010 for the Milaca Cross Country race; and,

WHEREAS the City agrees to the terms of the County agreement for closing county roads dated May 25, 1990, as it may be amended, in all respects; and,

WHEREAS the City has reviewed all alternate locations for the event and has determined the county road is the only feasible location at which to hold the event; and,

WHEREAS the City has, or will, obtain the necessary insurance certificates from sponsors,

NOW THEREFORE BE IT RESOLVED that the Milaca city council hereby request the County to allow the city to close the road and authorize the City Manager to execute the agreement with the County.

Adopted this 19th day of August, 2010.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager



**LICENSE EXEMPT GAMBLING APPLICATION
FOR RAFFLE/BINGO**

City of Milaca
255 1st St E
Milaca MN 56353
(320) 983-3141
(320) 983-3142 FAX

*Call Church Office
983.3368*

Date 7-16-10

Name of Organization Zion Lutheran Church - WFLCA

I, James Olsen, hereby submit this application for a license to conduct gambling in accordance with the provisions of the City of Milaca, Ordinance #116.25 - 116.34.

Andy Becklin
Authorized Officer of Organization

Same
Designated Gambling Manager of Organization

RAFFLE INFORMATION

What is purpose of raffle/Bingo? RAFFLE - Funding for Org.

Place where raffle/Bingo will be held: ZION LUTHERAN CHURCH

Date(s) for sale of raffle: JULY - AUG
~~9-22~~ - THRU SEPT. 9-22-10

Date(s) of Bingo being held: 9-22-10 to _____

Hours of raffle/Bingo: From 4:30 am/pm to 8:00 am/pm



PLEASE COMPLETE BACK PAGE

The following to be completed by the duly authorized officer of the organization:

True Name: JAMES KEEN JANICE C
Last First Middle

Address: 555 CENTRAL AVE S. MILACA MN 56353

Date of Birth: Month Day Year Place of Birth: Quincy MN
City State

Home Telephone: Other Contact Number:

PLEASE ANSWER THE FOLLOWING QUESTIONS:	YES	NO
Is your organization a fraternal, religious, veteran or other non-profit organization?	X	
Does your organization have at least 15 active members residing either in the city and/or following townships: Bogus Brook, Borgholm, Dailey, Hayland, Milaca, Milo, Mudgett, or Page?	X	
Has your organization been in existence for at least 1 year?	X	
Have you ever been convicted of any crime other than a traffic offense? If yes, please explain:		

TO BE COMPLETED BY CITY OFFICIAL

Criminal History Requested By: <u>JK</u>	Date Criminal History Conducted: <u>5-16-10</u>
Date of Request: <u>07.16.10</u>	Criminal History Cleared: <u>YES</u> NO
Reason for Request: <u>Gambling Permit</u>	Law Enforcement Signature: <u>KA</u>

City Manager Signature Approved Denied

Date _____

Date Designated Gambling Manager Notified: _____

RESOLUTION NO. 10 – 31

RESOLUTION APPROVING THE PURCHASE BY THE CITY OF MILACA
OF CERTAIN REAL PROPERTY LEGALLY DESCRIBED AS A TRACT
OF LAND LOCATED IN THE NORTHWEST QUARTER OF
THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 38, RANGE 27
LYING BETWEEN OUTLOT E FLINKS SECOND ADDITION
AND 3RD AVENUE SE AND 6TH STREET SE, EXCEPT
THE SOUTH 126.2 FEET OF LOT 1, BLOCK 15 FLINKS ADDITION
AND OUTLOT E FLINKS SECOND ADDITION,
MILLE LACS COUNTY, MINNESOTA,
COMMONLY KNOWN AS
540 THIRD AVENUE SE, MILACA, MINNESOTA

WHEREAS, the State of Minnesota owns the above described real estate, the same having been forfeited for non-payment of real estate taxes and has designated the County of Mille Lacs to act as its Agent in selling or transferring said real property; and

WHEREAS, the City of Milaca desires to execute a Purchase Agreement to acquire the subject real estate for payment of one dollar and no other consideration, to remove the existing structure and to then obtain a sale of the vacant land with any net proceeds of such sale after payment of costs incurred by the City of Milaca to be paid to Mille Lacs County.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILACA that the parcel of land described herein be purchased from the State of Minnesota and later sold as provided in the Purchase Agreement prepared by the attorney for the City of Milaca including the Addendum thereto.

Adopted this 19th day of August, 2010.

Mayor Harold Pedersen

ATTEST:

Greg Lerud, City Manager

CERTIFICATION

Greg Lerud, City Manager, City of Milaca, does hereby certify that the attached Resolution No. 10-31, is a true and correct copy of said Resolution passed and adopted by the Milaca city Council on August 19, 2010, executed by its Mayor, Harold Pedersen and myself, Greg Lerud, City Manager.

Greg Lerud, City Manager,
City of Milaca

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

I do hereby certify that the foregoing Certificate was executed before me on the _____ day of _____, 2010, by Greg Lerud, individually and as City Manager of the City of Milaca, who did disclose that he executed the same as his free act and deed and as the free act and deed of the City of Milaca.

Notary Public

Drafted By:
Dove Fretland & Van Valkenburg, PLLP
5881 Cedar Lake Road
Minneapolis, MN 55416
(952) 545-9000

Tax Statements Hereon Should be Sent to:

City of Milaca
255 First Street E.
Milaca, MN 56353

MINNESOTA STANDARD RESIDENTIAL PURCHASE AGREEMENT

Copyright 1996, 1997, 2002, 2005, 2007, 2008 Minnesota State Bar Association, Minneapolis, Minnesota. BEFORE YOU USE OR SIGN THIS CONTRACT, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

1. PARTIES. This Purchase Agreement is made on [blank], by and between [blank] of [marital status] State of Minnesota, of [seller's address], SELLER, and as joint tenants [strike "joint tenants" if tenancy-in-common is intended] of [buyer's address] City of Milaca a Minnesota Statutory City, BUYER.

2. OFFER/ACCEPTANCE. Buyer offers to purchase and Seller agrees to sell real property legally described as: A certain tract in the Northwest Quarter of the Northeast Quarter of [blank] lying between Outlot E Flinks Second Addition and 3rd Avenue SE and 6th Street SE, EXCEPT the South 126.2 feet of Lot 1, Block 15 Flinks Addition and Outlot E Flinks Second Addition [Property Tax Identification Number or Tax Parcel Number 21-036-2600] located at 540 Third Avenue SE, City of Milaca, County of [blank], State of Minnesota, Zip Code [blank].

3. ACCEPTANCE DEADLINE. The acceptance date of this Purchase Agreement is the date it is delivered by the last party signing to the other party. This offer to purchase, unless accepted sooner, shall be void at 11:59 A.M., on [date] July 30, 2010, and in such event all earnest money shall be refunded to Buyer.

4. FIXTURES AND PERSONAL PROPERTY. For the purposes of this Purchase Agreement, "Fixtures" are items that are embedded in the land or attached to the building(s) and cannot be removed without damage to the real property. The method by which the fixture is "attached" could be screws, nails, adhesives, or any other mechanical connection which shows Seller's intent to make the item a relatively permanent part of the real estate. Examples of fixtures are doors and cabinets. "Personal property" includes items that are not attached to the building(s) or embedded in the land and that are removable without damage to the real property. Examples of personal property are free-standing (not "built in") appliances and furniture. Buyer and Seller should consider carefully the fixtures and personal property to be included in the sale. For example, a mirror attached to a wall by screws or nails is a fixture, while a mirror hung from a nail or picture hanger is personal property.

A. FIXTURES INCLUDED IN THE SALE. Title to fixtures passes to Buyer with the deed. All fixtures except those excluded at B., below, are included in this sale such as: garden bulbs, plants, shrubs, trees, landscaping, storm windows and inserts, storm doors and inserts, screens, awnings, window shades, blinds, curtain-traverse-drapery rods, mirrors, door mirrors, cabinets, counter tops, doors, door hardware, mantels, woodwork, attached lighting fixtures with bulbs, electrical wiring, electric outlets, electric switches, electric outlet plates and switch plates, all plumbing and piping, plumbing fixtures, sump pumps, water heaters, heating systems, heating stoves, fireplace inserts, fireplace doors and screens, built-in humidifiers, built-in air conditioning units, built-in electronic air filters, automatic garage door openers with controls, television antennas, satellite dishes, water softeners, built-in dishwashers, garbage disposals, built-in trash compactors, built-in ovens and cooking stoves, hood-fans, intercoms, installed carpeting, built-in work benches, security systems, fences, retaining walls, kennels, gates, survey monuments, culverts, sheds, gazebos, trellises, underground irrigation systems, weathervanes, lightning rods, flagpoles, light poles and lights, outdoor statuary, pumps, mail boxes, mail box posts, and newspaper boxes.

B. FIXTURES EXCLUDED FROM THE SALE. The following fixtures are excluded from this sale and will be removed by Seller prior to closing: NONE

Any damage to the real property that occurs in Seller's removal of these fixtures will be repaired by Seller prior to closing. The following excluded and removed fixtures will be replaced by Seller with a functional equivalent:

At closing or prior to closing, Seller shall provide for payment of, satisfaction of, or release of any existing liens, claims, or encumbrances on the fixtures, except for the following encumbrances which Buyer accepts or assumes [list here]:

C. PERSONAL PROPERTY. Any personal property to be purchased by Buyer is listed on the attached Personal Property Agreement.

5. PRICE AND TERMS. The price for the real property is One Dollar Plus Additional Sums as Hereinafter Provided Dollars (\$ 1.00), which Buyer shall pay as follows:

Earnest money of \$ --0-- by [CASH, CHECK, NOTE - state which] payable to [select one:] [] Seller, to be deposited and held by Seller (and may be commingled with Seller's other funds) pending closing, [] Seller's lawyer, to be deposited and held in the lawyer's trust account pending closing, [] Seller's broker, to be deposited or held by broker according to the requirements of Minnesota Statutes, [] Other [describe how the earnest money will be held] receipt of which is hereby acknowledged and \$ 1.00 cash, on [blank], the DATE OF CLOSING, and the balance of \$ [blank] by financing as shown on the attached Financing Addendum.

6. DEED / MARKETABLE TITLE. State of Minnesota Conveyance Deed A. Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed, joined in by spouse, if any, conveying good and marketable title of record, subject to the following Title Exceptions: (1) Building and zoning laws, ordinances, state and federal regulations; and (2) The lien of real property taxes and the lien of special assessments and interest due thereon, if any, payable in the year of closing which by the terms of this Purchase Agreement are to be paid or assumed by Buyer.

B. Seller proposes to Buyer that Seller's good and marketable title will be delivered to Buyer at closing subject to the following title issues: [Check (1), if applicable:] (1) [X] Encumbrances, easements, covenants, conditions, restrictions, a declaration (without an association), and reservation of mineral rights by the State of Minnesota, as disclosed in M.S.B.A. Real Property Form No. 10, ADDENDUM TO PURCHASE AGREEMENT - TITLE ISSUES (2009), attached as a part of this Purchase Agreement.

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[Check (2), if applicable:]
(2) A Declaration of covenants, conditions, and restrictions with an association in a planned community, condominium, or other common interest ownership community, as disclosed in M.S.B.A. Real Property Form No. 12, ADDENDUM TO PURCHASE AGREEMENT: COMMON INTEREST COMMUNITY attached as a part of this Purchase Agreement.

[Check (3), if applicable:]
(3) The rights of tenants or other parties in possession, as disclosed in M.S.B.A. Real Property Form No. 20, ADDENDUM TO PURCHASE AGREEMENT: TENANTS AND PARTIES IN POSSESSION (2005) attached as a part of this Purchase Agreement.

Although Seller has disclosed these title issues and Buyer has indicated a general willingness to take title subject to these title issues, these title issues are subject to the other provisions of the Purchase Agreement and to an examination of title based upon the Minnesota Title Standards and upon Minnesota law.

Buyer also reserves the right to evaluate these title issues in the light of Buyer's intended use and enjoyment of the property. Buyer shall have until the end of the period for stating Title Objections under Paragraph 14., of this Purchase Agreement to make the evaluation and determine if these title issues will affect Buyer's intended use and enjoyment of the property. Except for matters disclosed under B.(2), above, and governed by the statutory remedies referenced in M.S.B.A. Real Property Form No. 12, ADDENDUM TO PURCHASE AGREEMENT: COMMON INTEREST COMMUNITY, if Buyer, in Buyer's sole discretion, determines that these title issues will adversely affect Buyer's intended use and enjoyment of the property, Buyer may declare this Purchase Agreement void by notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer. If the period for stating Title Objections under Paragraph 14., passes without Buyer's declaring that these title issues will adversely affect Buyer's intended use and enjoyment of the property, then, subject to Seller's covenant to deliver a good and marketable title of record, Buyer shall take title subject to these title issues. [Seller should consider full disclosure of all title issues to Buyer in this Purchase Agreement or in addenda to this Purchase Agreement. Full disclosure as to the substance of title issues allows Buyer an early opportunity to ensure that this is the right property for Buyer and to measure the impact on the Buyer's intended use or potential enjoyment of the property. In other words, Buyer's consent to take title subject to the existence of title issues must be a fully informed consent. If Buyer is fully informed early, it is less likely that Buyer will elect to void the Agreement.]

7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. ** SEE ADDENDUM ATTACHED HERETO **

~~A. Prior Years' Delinquent Real Estate Taxes and Delinquent Special Assessments. Delinquent real estate taxes payable in years prior to the year of closing and delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of closing, together with penalty, interest and costs, shall be paid by Seller not later than the actual date of closing.~~

~~B. Real Estate Taxes Payable in the Year of Closing. Real estate taxes payable in the year of closing shall [select from (1) or (2):]
 (1) Be prorated between Seller and Buyer [select (a) or (b)].
 (a) On a calendar year basis to the actual date of closing;
 (b) As follows: Seller _____%; Buyer _____%;
 adjusted between Seller and Buyer at closing, and paid to the county at closing if then due and Buyer shall assume installments not paid at closing.
 (2) Not be prorated and the entire year's taxes shall be [select (a) or (b)].
 (a) Paid by Seller when due, but not later than closing,
 (b) Assumed by Buyer, to be paid when due and not later than closing if due prior to closing, and Buyer shall reimburse Seller at closing for any installments paid by Seller prior to closing.~~

~~Seller shall pay penalty, interest and costs on any delinquent installment of taxes and special assessments payable in the year of closing. If closing is delayed to a later year, real estate taxes payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing.~~

~~C. Tax Statements. If tax statements for taxes payable in the year of closing are not available on the Date of Closing, the amount to be used for closing purposes shall be _____% of the prior year's taxes, and such amount shall be [select one] FULL AND FINAL BETWEEN SELLER AND BUYER ADJUSTED UPON RECEIPT OF TAX STATEMENTS FOR SUCH YEAR (in which case the party obligated to pay the adjustment shall pay it to the other party within 30 days of issuance of the tax statements).~~

~~D. Homestead Classification. Seller represents that, as of the date of this Agreement, the property tax classification is [strike one] homestead / nonhomestead. If the property is nonhomestead, Buyer may change the tax classification for taxes payable in the year following closing by taking possession of the real property as Buyer's homestead and filing a new homestead declaration within the time required by law. If the property tax classification in the year of closing is not homestead, Seller shall pay to Buyer at closing [select one]~~

~~\$ _____ the difference (on Buyer's portion of the taxes) between the taxes in the actual classification and the taxes that would have been payable under homestead classification.
 If the property tax classification for taxes payable in the year following closing is not homestead and, through no fault of Buyer, the closing takes place after the date by which Buyer must take possession of the real property as Buyer's homestead to file for homestead tax status for taxes payable in such year, Seller shall pay to Buyer at closing [select one]
 \$ _____ the difference (on Buyer's portion of the taxes) between the taxes in the actual classification and the taxes that would have been payable under homestead classification.~~

~~[If Buyer intends to claim the property as Buyer's homestead, Buyer should file Buyer's homestead declaration as soon as possible after taking possession and occupancy of the property.]~~

~~E. Deferred Real Estate Taxes. [select one:] BUYER SELLER shall pay on date of closing or provide for payment of any deferred real estate taxes (including "Green Acres" taxes under Minnesota Statutes Section 273.111) payment of which is required as a result of the closing of this sale or the recording of the Deed or Contract for Deed. Provision for payment shall be by payment into escrow of 1.5 times the estimated amount of the assessor's reassessment for deferred taxes.~~

~~F. Valuation Exclusions from Assessed Value. Seller warrants and represents that the property [select one:] does does not have an exclusion from estimated market value for certain home improvements pursuant to Minnesota Statutes Section 273.11, Subd. 16 (1997). Such exclusion expires on the sale of the property and will cause the assessed value of the property to increase for property tax purposes. The increase in assessed value will cause the property taxes to increase and might make the property unaffordable for Buyer. If Seller represents that the property does not have an exclusion and an exclusion is discovered prior to closing, Buyer may, at Buyer's option:
 (1) Assume payment of the increased property taxes without adjustment to the purchase price of the real property;
 (2) Require that the price of the property be reduced by the estimated increase in property taxes over the three calendar years following the year of closing (such estimated increase shall be obtained from the county assessor or city assessor); or
 (3) Rescind this Agreement, in which case all earnest money shall be refunded to Buyer.~~

~~If the exclusion is not discovered until after closing, Seller shall be liable to Buyer for liquidated damages in the amount that is five times the estimated increase in real estate taxes based on the reassessed value provided that any notice of a claim of breach of warranty must be in writing and must be given by Buyer to Seller within one year of the Date of Closing or be deemed waived. The provisions of this Paragraph F., shall survive the delivery of the Deed or Contract for Deed.~~

~~G. Certified Special Assessments. All installments of special assessments certified for payment with the real estate taxes payable in the year of closing shall be [select one]:
 Prorated between Seller and Buyer on a calendar year basis to the actual date of closing, adjusted at closing, and unless otherwise provided in this Purchase Agreement, shall be paid at closing
 Paid by Buyer at closing
 Paid by Seller at closing
 Assumed by Buyer.~~

~~H. Pending Special Assessments. [select one:] BUYER SHALL ASSUME PAYMENT OF SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by the City Council or other~~

~~governmental assessing authorities. (Seller's provision for payment shall be by payment into escrow of 1.5 times the estimated amount of the assessments.) As of the date of this Purchase Agreement, Seller represents that Seller has not received a Notice of Hearing of a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the real property. If a special assessment becomes pending after the date of this Purchase Agreement and before the Date of Closing, Buyer may, at Buyer's option:~~

- ~~(1) Assume payment of the pending special assessment without adjustment to the purchase price of the real property; or,~~
~~(2) Require Seller to pay the pending special assessment (or escrow for payment of same as provided above) and Buyer shall pay a commensurate increase in the purchase price of the real property, which increase shall be the same as the estimated amount of the assessment; or,~~
~~(3) Rescind this Agreement, in which case all earnest money shall be refunded to Buyer.~~

~~I. Deferred Special Assessments. [select one:] BUYER / SELLER shall pay on date of closing or provide for payment of any deferred special assessments payment of which is required as a result of the closing of this sale or the recording/filing of the Deed or Contract for Deed. Provision for payment shall be by payment into escrow of 1.5 times the estimated amount of the deferred special assessments.~~

~~J. All Other Levied Special Assessments. [select one:] BUYER SHALL ASSUME PAYMENT OF / SELLER SHALL PAY ON DATE OF CLOSING all other special assessments levied as of the date of this Purchase Agreement, except deferred special assessments (covered at Paragraph 7.1., above).~~

~~K. Taxes and Special Assessments in the Years Following Closing. Buyer shall pay real estate taxes payable in the years following closing and special assessments payable therewith, the payment of which is not otherwise provided herein. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.~~

~~8. DAMAGES TO REAL PROPERTY. Until completion of closing and delivery of possession, all risk of loss is on Seller. If the real property is damaged prior to closing, Seller shall give notice to Buyer within 3 business days after such damage has occurred. The notice shall include Seller's proposal for repairing the damage. From the date that Buyer receives Seller's notice, Buyer shall have 3 business days to inspect the real property, and an additional 2 business days to determine if the damages and Seller's proposal for repairs are acceptable to Buyer. If Buyer does not accept Seller's proposals for repairs within the 2 day period, this Agreement is cancelled and the earnest money shall be refunded to Buyer.~~

~~9. SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES. Seller warrants that buildings, if any, are entirely within the boundary lines of the real property. Seller warrants that there is a right of access to the real property from a public right of way. Seller warrants that there has been no labor or material furnished to the real property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the real property. Seller warrants that the real property is not subject to a lien for Medical Assistance or other public assistance. These warranties shall survive the delivery of the Deed or Contract for Deed.~~

10. CONDITION OF THE REAL PROPERTY.

A. Statutory Disclosure. Pursuant to Minnesota Statutes Sections 513.52 - 513.60, Seller must provide a written disclosure [see (1) below], or Buyer must have received an inspection report [see (2) below], or Buyer and Seller may waive the written disclosure requirements [see (3) below].

Minnesota Statutes Section 513.57, Subd. 2. LIABILITY. A seller who fails to make a disclosure as required by sections 513.52 to 513.60 and was aware of material facts pertaining to the real property is liable to the prospective buyer. A person injured by a violation of this section may bring a civil action and recover damages and receive other equitable relief as determined by the court. An action under this subdivision must be commenced within two years after the date on which the prospective buyer closed the purchase or transfer of the real property.

[Select only one of these three:]

(1) Seller's Disclosure. Seller has provided a written disclosure to Buyer. A copy of Seller's disclosure is attached. Seller shall correct in writing any inaccuracies in the disclosure as soon as reasonably possible before closing.

Minnesota Statutes Section 513.55. GENERAL DISCLOSURE REQUIREMENTS. Subdivision 1. CONTENTS.

- (a) Before signing an agreement to sell or transfer residential real property, the seller shall make a written disclosure to the prospective buyer. The disclosure must include all material facts of which the seller is aware that could adversely and significantly affect:
(1) an ordinary buyer's use and enjoyment of the property; or,
(2) any intended use of the property of which the seller is aware.
(b) The disclosure must be made in good faith and based upon the best of the seller's knowledge at the time of the disclosure.

Minnesota Statutes Section 513.58. AMENDMENT TO DISCLOSURE.

- Subdivision 1. NOTICE. A seller must notify the prospective buyer in writing as soon as reasonably possible, but in any event before closing, if the seller learns that the seller's disclosure required by Section 513.55 was inaccurate.
Subdivision 2. FAILURE TO NOTIFY; LIABILITY. A seller who fails to notify the prospective buyer of any amendments to the initial disclosure required under subdivision 1 is liable to the prospective buyer as provided in Section 513.57.

(2) Inspection Report. Buyer has received an inspection report by a qualified third-party. If a copy of the inspection report is provided to Seller, Seller shall disclose to Buyer material facts known to Seller that contradict any information in the inspection report.

Minnesota Statutes Section 513.56 Subd. 3. INSPECTIONS.

- (a) Except as provided in paragraph (b), a seller is not required to disclose information relating to the real property if a written report that discloses the information has been prepared by a qualified third party and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state, or local governmental agency, or any person whom the seller, or prospective buyer, reasonably believes has the expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in order to prepare the written report.
(b) A seller shall disclose to the prospective buyer material facts known by the seller that contradict any information included in a written report under paragraph (a) if a copy of the report is provided to the seller.

(3) Waiver of Disclosure.

Minnesota Statutes Section 513.60. WAIVER. The written disclosure required under Sections 513.52 to 513.60 may be waived if the seller and the prospective buyer agree in writing. Waiver of the disclosure required under Sections 513.52 to 513.60 does not waive, limit, or abridge any obligation for seller disclosure created by any other law.

Seller and Buyer waive the written disclosure required under Sections 513.52 to 513.60.

SELLER: _____ BUYER: _____

SELLER: _____ BUYER: _____

NOTICE REGARDING PREDATORY OFFENDERS: Information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency or by contacting the Minnesota Department of Corrections at 651-361-7200 or at http://www.doc.state.mn.us.

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B. WELL DISCLOSURE. [Check one of the following:]

- Seller certifies that Seller does not know of any wells on the real property and will so certify on the Deed or Contract for Deed delivered at closing.
- Wells on the real property are disclosed by Seller on the attached M.S.B.A. Real Property Form No. 21 (2005), **Well Disclosure Statement**.

C. SEWAGE TREATMENT SYSTEM DISCLOSURE.

[Check either (1) or (2).]

- (1) Seller certifies that sewage generated at the property goes to a facility permitted by the Minnesota Pollution Control Agency (for example, a city or municipal sewer system).
- (2) Seller certifies that sewage generated at the property does not go to a facility permitted by the Minnesota Pollution Control Agency and Seller's Disclosure of Individual Sewage Treatment System is attached (attach form).

[Check either (3) or (4).]

- (3) Seller does not know if there is an abandoned individual sewage treatment system on the property.
- (4) Seller knows that there ~~strike one:~~ are / are no abandoned individual sewage treatment systems on the property. If Seller discloses the existence of an abandoned individual sewage treatment system on the property, then Minnesota law requires that the location of the system be disclosed to Buyer with a map. [Attach Seller's Disclosure of Individual Sewage Treatment System with map completed.]

D. LEAD PAINT DISCLOSURE. [Check one of the following:]

- Seller represents that the dwelling was constructed on the real property in 1978 or later.
- Seller represents that the dwelling was constructed on the real property before 1978. (If such housing is located on the real property, attached and made a part of this Purchase Agreement is M.S.B.A. Real Property Form No. 11 (1996), **LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978**.)

E. HAZARDOUS SUBSTANCES, PETROLEUM PRODUCTS, AND UNDERGROUND STORAGE TANKS. Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the real property by any person in violation of any law, nor of any underground storage tanks having been located on the real property at any time, except as follows:

If the presence of underground storage tanks is disclosed, then this paragraph applies: Seller hereby represents and warrants to Buyer that all of the underground tanks known to Seller on the subject property have been disclosed to Buyer on the attached drawing or map. Seller shall provide at closing the affidavits required by Minnesota Statutes Sections 115B.16, Subd. 2, and 116.48 if applicable to the subject property and record an affidavit attesting to the location of any underground tanks which are used for the storage of petroleum products.

F. PROTECTED SITES. Seller has no knowledge that the property has any conditions that are protected by federal or state law (such as American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical structures or materials, or archeological sites). [Check the box if the following provision applies to this Purchase Agreement:] **ADDENDUM TO PURCHASE AGREEMENT: CONTINGENCIES FOR SURVEY, APPRAISAL, DEVELOPMENT EVALUATION, AND ARCHEOLOGICAL / HISTORICAL SURVEY, M.S.B.A. Real Property Form No. 17 (2005),** is included as an addendum to this Purchase Agreement.

G. DISEASED TREES. Seller has not received any notice from any governmental authority as to the existence of, and Seller has no knowledge of, any Dutch elm disease, oak wilt, or other disease of any trees on the real property.

H. MECHANICAL SYSTEMS. Seller represents that all fixtures, heating and air conditioning equipment, fireplaces (including mechanisms, dampers, flues, and doors), wiring, and plumbing used and located on the real property will be in working order on the Date of Closing. For the purposes of this Purchase Agreement, "in working order" means that the item functions for the purpose that it is intended to perform, that it is not in violation of any public codes or regulations (although it may be legally nonconforming under current law), that it does not presently need replacement, cleaning, repairs or service, that it is not missing any essential parts, and that its only imperfections are "cosmetic" or signs of "wear and tear" associated with a product of its age.

~~I. WET BASEMENT.~~ Seller ~~strike one:~~ has / has not had a wet basement.

~~J. ROOF.~~ Seller ~~strike one:~~ has / has not had a leaky roof.

~~K. UTILITIES CONNECTIONS.~~ Seller represents that the property is connected to:
city sewer ~~strike one:~~ YES / NO; city water ~~strike one:~~ YES / NO; cable communications ~~strike one:~~ YES / NO.

L. CLEAN CONDITIONS. Seller shall remove all debris, trash, rubbish, garbage, rubble, and yard waste from the land before the possession date. Seller shall remove all trash, garbage, and miscellaneous discarded materials from the buildings, and shall leave the buildings in "broom clean" condition before the possession date. Seller shall remove all personal property not included in this sale from the real property before possession date.

M. BUYER'S INSPECTIONS. Buyer may have inspections of the property conducted prior to closing. [Check the box if the following provision applies to this Purchase Agreement:] **ADDENDUM TO PURCHASE AGREEMENT: BUYER'S HOME INSPECTION CONTINGENCY, M.S.B.A. Real Property Form No. 18 (2005),** is included as an addendum to this Purchase Agreement.

N. METHAMPHETAMINE DISCLOSURE. [Check only one box, either (1) or (2).]

- (1) To the best of Seller's knowledge, methamphetamine production has not occurred on the property.
- (2) To the best of Seller's knowledge, methamphetamine production has occurred on the property and Seller's disclosure is continued in Part B., **METHAMPHETAMINE DISCLOSURE STATEMENT, M.S.B.A. Real Property Form No. 22 (2005),** included as an addendum to this Purchase Agreement.

O. NOTICE OF AIRPORT ZONING REGULATIONS. If airport zoning regulations affect this real property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the office of the county recorder where the zoned area is located.

~~P. WARRANTIES SURVIVE CLOSING.~~ Seller's warranties and representations contained in this Paragraph 10., shall survive the delivery of the ~~Deed or Contract for Deed.~~

This Paragraph 10., shall not change or affect any rights that Buyer might have under the Uniform Commercial Code [Minnesota Statutes Section 336.2-312], or under Minnesota's "Prevention of Consumer Fraud Act" [Minnesota Statutes Sections 325F.68 -- .70], or under Minnesota's "Homeowners Warranty Act" [Minnesota Statutes Chapter 327A]; nor shall it preclude Seller's liability for an action for fraud, negligent misrepresentation, or other actions allowed by law [Minnesota Statutes Section 513.57.]

11. DISCLOSURE OF NOTICES. Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation affecting the real property. If the real property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants. Seller has not received any notice from any governmental authority concerning any eminent domain, condemnation, special taxing district, or rezoning proceedings. Seller's representations contained in this Paragraph 11., shall survive the delivery of the Deed or Contract for Deed.

~~12. TRUTH IN HOUSING.~~ Buyer acknowledges receipt of the Truth in Housing Disclosure Report or other inspection report if required by the municipality in which the real property is located.

13. POSSESSION. Seller shall deliver possession of the property not later than _____ closing. All interest, fuel oil, liquid petroleum gas, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between the parties as of _____.

14. TITLE.

~~**A. ABSTRACT AND EXAMINATION OF TITLE.** To demonstrate that Seller's title is good and marketable of record, within a reasonable time after acceptance of this Purchase Agreement, Seller shall furnish Buyer with an Abstract of Title [see B., below] or a Registered Property Abstract certified to date including proper searches covering bankruptcies and state and federal judgments, federal court judgment liens in favor of the U.S., liens, and levied and pending special assessments. Buyer shall have ten business days after receipt of the Abstract of Title or Registered Property Abstract either to have Buyer's lawyer examine the title and provide Seller with written Title Objections or, at Buyer's own expense, to make an application for a title insurance policy and notify Seller of the application. Buyer shall have ten business days after receipt of the Commitment for Title Insurance to provide Seller with a copy of the Commitment and written Title Objections. Buyer shall be deemed to have waived any Title Objections not made within the ten day period above, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory Warranty Deed, unless a Warranty Deed is not specified above. If Buyer obtains title insurance, Buyer is not waiving the right to obtain a good and marketable title of record from Seller.~~

~~For the purposes of this Agreement, an "Objection to Title" or "Title Objection" is some title matter which fails to pass a title examination based upon Minnesota law and the Minnesota Title Standards promulgated by the Real Property Section of the Minnesota State Bar Association thereby rendering the title unmarketable and is a title matter which requires a remedial response by the Seller prior to or at closing.~~

~~An "Exception to Title" or "Title Exception" is some title matter which passes a title examination based upon Minnesota law and the Minnesota Title Standards; is generally regarded by title examiners as not rendering the title unmarketable and, which, because of its nature, is generally disclosed by title examiners to the recipient of the title opinion or title insurance commitment.~~

~~**B. ABSTRACT LOST OR UNAVAILABLE: TITLE INSURANCE BY SELLER.** If Seller is unable to find the Abstract of Title or if Seller did not receive an Abstract of Title when Seller purchased the Property, then, to demonstrate that Seller's title is insurable for marketability and subject to only those matters disclosed by Paragraph 6., above, within a reasonable time after acceptance of this Agreement, Seller shall furnish Buyer with a Commitment for Title Insurance including proper searches covering bankruptcies and state and federal judgments, federal court judgment liens in favor of the U.S., liens, and levied and pending special assessments. [Seller: see Advisory below.] The Commitment shall be obtained from [select one.]~~

~~The title insurer of Buyer's choice; or,~~

~~The same title insurer that issued title insurance to Seller so that Seller may obtain a reissue credit from the insurer.~~

~~The Commitment shall contain the insurer's requirements for deleting these exceptions in the owner's policy (except for those matters accepted by Buyer in this Agreement):~~

- ~~(1) Rights or claims of parties in possession, not shown by the public records~~
~~(2) Easements, or claims of easements, not shown by the public records:~~
~~(3) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records; and,~~
~~(4) Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not shown by the public records.~~

~~Seller shall provide to Buyer and to the title insurer all documents [except a survey, unless Seller is required by other provisions of this Agreement to provide a survey] necessary to enable the title insurer to delete these exceptions from the owner's policy of title insurance. Buyer shall have ten business days after receipt of the Commitment for Title Insurance to provide Seller with a copy of the Commitment and written Title Objections. Buyer shall be deemed to have waived any Title Objections not made within the ten day period above, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory Warranty Deed, unless a Warranty Deed is not specified above. By agreeing to receive title insurance in lieu of an Abstract, Buyer is not waiving the right to obtain a good and marketable title of record from Seller. [Buyer: see Advisory below.]~~

~~Select one of the following:~~

~~The Commitment shall be accompanied by, at Seller's expense, the insurer's agreement (or the separate agreement of a Minnesota-licensed abstracter) to provide Buyer with an Abstract of Title at any time in the future. The abstract to be provided shall be at no cost to Buyer for all abstracting through the date of recording of the instrument of conveyance contemplated by this Purchase Agreement. Seller shall pay all commitment, abstracting, examination, searches, and title insurance costs, including the premium for the owner's policy and excluding the premium for the lender's policies.~~

~~The Commitment will not include the insurer's or abstracter's agreement to provide Buyer with an Abstract of Title at any time at no cost to Buyer. Seller shall pay all commitment, abstracting, examination, searches, and title insurance costs including the premiums for the owner's and the lender's policy.~~

ADVISORY TO SELLER: You should consult with your lawyer about the comparative costs of paying an abstract company to produce a new Abstract of Title versus paying the Buyer's title insurance costs. In many Minnesota counties, it is less expensive to obtain a new Abstract.

ADVISORY TO BUYER: You should consult with your lawyer about the relative merits of receiving an Abstract of Title versus receiving a title insurance policy. As a future seller of the same property, you likely will be asked to give your buyer an Abstract. If your Seller does not obtain the title insurance endorsement for future production of an Abstract, you might be facing a large expense when you sell.

15. TITLE CORRECTIONS AND REMEDIES. Seller shall have a limited time, from receipt of Buyer's written Title Objections, to make title marketable. Upon receipt of Buyer's Title Objections, Seller shall, within ten business days, give Notice to Buyer of Seller's intention to make title marketable within the title-clearing cure period selected in C.(1) or C.(2) below. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

As an alternative to making title good and marketable of record, Seller may, within the ten day Notice period, make a written, dated offer to Buyer to obtain title insurance for Buyer with insuring provisions acceptable to Buyer (and, if applicable, Buyer's lender), as follows:

- Seller may procure, at Seller's expense, an owner's policy of title insurance, from an insurer registered and licensed to do business in Minnesota and acceptable to Buyer, specifically insuring over the Title Objections; or,
- If the Title Objections are stated in a title insurance commitment which Buyer has obtained, Seller may provide the insurer with such documents and escrows as are necessary to allow the insurer to specifically insure over the Title Objections and agree to pay all of the insurer's charges for insuring the owner's policy to Buyer.

Under either of these title insuring alternatives, "at Seller's expense" and "pay all of the insurer's charges" mean that Seller will pay all title insurance commitment and policy premium charges, search charges, plat drawing fees, and any other charge by the insurer to issue the owner's policy, but not the premium for a lender's policy, if any. If Buyer accepts Seller's offer of an insurable title, then in this Purchase Agreement, "making title marketable" shall mean "making title insurable," in the manner described above. Buyer is under no obligation to accept Seller's offer of an insurable title in lieu of a good and marketable title of record, but, if Buyer does not reject Seller's offer of an insurable title within three (3) business days of receiving Seller's offer, Buyer shall be deemed to have accepted Seller's offer of an insurable title. If Buyer rejects Seller's offer to make title insurable, Seller shall then make title good and marketable of record and shall be subject to the provisions of this agreement for failure to timely present good and marketable title of record.

A. If Notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in writing and within 5 business days of receipt of Seller's documentation, the closing shall take place within ten business days or on the scheduled closing date, whichever is later.

B. If Seller does not give Notice of intention to make title marketable within ten business days after receipt of Buyer's Title Objections, this Purchase Agreement is canceled and the earnest money shall be refunded to Buyer.

C. Selection of Title-Clearing Cure Period. [C.(1) and C.(2) are alternative remedies. ONLY ONE OF THEM CAN APPLY FOR THIS PURCHASE AGREEMENT. If either party cannot endure more than a 30 to 45 day delay for the closing, select C.(1). If both parties can endure a longer delay for the closing, select C.(2). SELECT ONLY C.(1) OR C.(2).] IF THE PARTIES DO NOT SELECT C.(1) OR C.(2), BY CHECKING ONE OF THE BOXES BELOW, THEN C.(1) AUTOMATICALLY APPLIES AS A TERM FOR THIS PURCHASE AGREEMENT.

C.(1) is selected as a remedy for this Purchase Agreement.

(1) Seller shall have 30 days from receipt of Buyer's written Title Objections or until the Date of Closing, whichever date is later, to make title marketable. If Notice is given but the stated period expires without title being made marketable, Buyer may:

(a) Cancel this Purchase Agreement by notice to Seller pursuant to Minnesota Statutes Section 559.217, Subd. 3 (allowing Seller a 15 day right to cure) and neither party shall be liable for damages hereunder to the other, and the earnest money shall be refunded to Buyer; or,

(b) Elect to take title subject to some or all of the Title Objections.

C.(2) is selected as a remedy for this Purchase Agreement.

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~~(2) Seller shall have [select one] 60 / 90 / 120 days from receipt of Buyer's written Title Objections or until the Date of Closing, whichever date is later, to make title marketable if Notice is given but the stated period expires without title being made marketable. Buyer may seek, as permitted by law, one or more of the following:~~

- ~~(a) Proceed to closing without waiver or merger in the Deed of the Title Objections and without waiver of any remedies, and may:

 - ~~(i) Seek damages, costs, and reasonable lawyer's fees from Seller as permitted by law (damages under this subparagraph (i) shall be limited to the cost of curing Title Objections, and consequential damages are excluded); or~~
 - ~~(ii) Undertake proceedings to correct the Title Objections;~~~~
- ~~(b) Rescission of this Purchase Agreement by notice to Seller, in which case all earnest money paid shall be refunded to Buyer;~~
- ~~(c) Damages from Seller together with costs and reasonable lawyer's fees, as permitted by law;~~
- ~~(d) Specific performance within six months after such right of action arises, including costs and reasonable lawyer's fees;~~
- ~~(e) Cancellation of this Purchase Agreement pursuant to Minnesota Statutes Section 559.217, Subd. 3 (allowing Seller a 15 day right to cure).~~

~~D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:~~

- ~~(1) Cancel this Purchase Agreement pursuant to either Minnesota Statutes Section 559.21 or Section 559.217, Subd. 3, and retain all payments made hereunder as liquidated damages. (Note: Under federal law, Seller might not be able to legally claim or retain the earnest money under purchase agreements where Buyer applies for but is unable to secure F.H.A. or D.V.A. mortgage financing.) The parties acknowledge their intention that any note given pursuant to this contract is a down payment note, and may be presented for payment notwithstanding cancellation;~~
- ~~(2) Seek specific performance within six months after such right of action arises, including costs and reasonable lawyer's fees, as permitted by law.~~

~~E. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:~~

- ~~(1) Seek damages from Seller including costs and reasonable lawyer's fees;~~
- ~~(2) Seek specific performance within six months after such right of action arises, including costs and reasonable lawyer's fees;~~
- ~~(3) Cancel this Purchase Agreement pursuant to Minnesota Statutes Section 559.217, Subd. 3 (allowing Seller a 15 day right to cure) and neither party shall be liable for damages hereunder to the other, and the earnest money shall be refunded to Buyer.~~

~~NOTE: If this Purchase Agreement is canceled using Minnesota Statutes Section 559.217, contract provisions and statutory provisions for refunding of the earnest money to Buyer might be in conflict.~~

~~16. NOTICES. All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1 above and, if mailed, are effective as of the date of mailing.~~

~~17. SUBDIVISION OF LAND. If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller warrants that the legal description of the real property to be conveyed has been or will be approved for recording as of the Date of Closing.~~

~~18. MINNESOTA LAW. This contract shall be governed by the laws of the State of Minnesota.~~

~~19. WETLANDS, SHORELAND, AND FLOOD PLAIN CONCERNS. Unless disclosed as "a material fact" that could adversely and significantly affect buyer's use and enjoyment of the Property or any intended use of the Property, current law does not require Seller to disclose Seller's knowledge, if any, of the existence of wetlands, shoreland, or flood plain on or affecting the real property. If Buyer has not already investigated these concerns, Buyer might want to include Seller's disclosures regarding these concerns. [Check the box if the following provision applies to this Purchase Agreement;]~~

~~ADDENDUM TO PURCHASE AGREEMENT: WETLANDS, SHORELAND AND FLOOD PLAIN DISCLOSURE, M.S.B.A. Real Property Form No. 8 (1997), is included as an addendum to this Purchase Agreement.~~

~~20. SELLER'S AFFIDAVIT. At closing, Seller shall supplement the warranties and representations in this Purchase Agreement by executing and delivering a Minnesota Uniform Conveyancing Blank [Form No. 50.1.2 (formerly 116-M) or 50.1.3 (formerly 117-M or 118-M)] Affidavit of Seller. Seller's Affidavit shall include Seller's representation that no encumbrances have been placed on the property since the date of this Purchase Agreement.~~

~~21. CLOSING. Closing shall be at the office of Seller's lawyer, Buyer's title insurer, or at some other mutually agreeable location.~~

~~[State other location:] _____
At closing, Seller and Buyer shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.~~

~~CLOSING COSTS. The costs of closing, if not determined by other provisions of this Agreement, shall be paid as follows.~~

~~SELLER'S COSTS. Seller shall pay the following at closing:~~

- ~~1. Document preparation costs, recording fees, and deed taxes for documents necessary to establish good and marketable title in Seller.~~
- ~~2. Document preparation costs, certified copy fees, and recording fees to establish the authority of the person acting on behalf of Seller.~~
- ~~3. Document preparation costs for Seller's deed or contract-for-deed, Certificate of Real Estate Value, Seller's affidavit, Well Disclosure Certificate (if required), and any other documents necessary to transfer good and marketable title by Seller's deed or contract-for-deed.~~
- ~~4. Deed tax on Seller's deed and the Agricultural Conservation deed tax charged under Minnesota Statutes Section 40A.152.~~
- ~~5. Fees payable to Seller's lawyer or to a closer ["title closer"] for conducting the title-transfer portion of the closing. If Seller is not providing a lawyer or title closer for the title-transfer portion of the closing and if Buyer is obtaining new mortgage financing and the closer's fee is not separated into a "title closing fee" and a "loan closing fee," then Seller shall pay one half of the closer's fee or \$ _____, whichever amount is less.~~
- ~~6. And also the following costs:~~

~~B. BUYER'S COSTS. Buyer shall pay the following at closing:~~

- ~~1. Document preparation costs, recording fees, and mortgage registry taxes for documents necessary for Buyer's mortgage financing.~~
- ~~2. Document filing fee for a Well Disclosure Certificate, if applicable.~~
- ~~3. The Agricultural Conservation deed tax on Buyer's mortgage deed charged under Minnesota Statutes Section 40A.152.~~
- ~~4. Loan closer's fee.~~
- ~~5. Recording fee for Deed, Contract for Deed, or other instrument of conveyance where Buyer is the grantee.~~
- ~~6. And also the following costs:~~

~~22. ADDITIONAL TERMS. SEE ATTACHED ADDENUM.~~

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[Drafter: consider issues of assignment and of succession-in-interest.]

23. ADDENDA. Attached are the following addenda which are made a part of this Purchase Agreement: [Check only those that are attached.]

FINANCING [Select only one financing addendum:]

- Financing Addendum for Conventional / Privately Insured Mortgage, M.S.B.A. Real Property Form No. 2 (2008)
- Financing Addendum for FHA Insured Mortgage, M.S.B.A. Real Property Form No. 3 (2008)
- Financing Addendum for VA Insured Mortgage, M.S.B.A. Real Property Form No. 4 (2008)
- Financing Addendum for Seller Mortgage, M.S.B.A. Real Property Form No. 5 (2005)
- Financing Addendum for Contract for Deed, M.S.B.A. Real Property Form No. 6 (2005)
- Financing Addendum for Assumption, M.S.B.A. Real Property Form No. 7 (2005)

DISCLOSURE AND CONTINGENCY:

- Addendum to Purchase Agreement: Wetlands, Shoreland, and Flood Plain Disclosure, M.S.B.A. Real Property Form No. 8 (1997)
- Addendum for Contingent Sale or Purchase of Other Home(s), M.S.B.A. Real Property Form No. 9 (1997)
- Lead Paint Addendum for Housing Constructed Before 1978, M.S.B.A. Real Property Form No. 11 (1996)
- Disclosure of Sewage Treatment System, M.S.B.A. Real Property Form No. 14 (1998)
- Condition of Property, M.S.B.A. Real Property Form No. 15 (2005)
- Addendum to Purchase Agreement: Survey, Appraisal, Development Evaluation, and Archeological / Historical Survey, M.S.B.A. Real Property Form No. 17 (2005)
- Buyer's Home Inspection Contingency, M.S.B.A. Real Property Form No. 18 (2005)
- Well Disclosure Statement, M.S.B.A. Real Property Form No. 21 (2005)
- Methamphetamine Disclosure Statement, M.S.B.A. Real Property Form No. 22 (2005)

TITLE ISSUES:

- Addendum to Purchase Agreement: Title Issues, M.S.B.A. Real Property Form No. 19 (2005)
- Addendum to Purchase Agreement: Tenants and Parties in Possession, M.S.B.A. Real Property Form No. 20 (2005)

COMMON INTEREST COMMUNITY:

- Addendum to Purchase Agreement: Common Interest Community, M.S.B.A. Real Property Form No. 12 (2004)

Others: _____

24. TIME IS OF THE ESSENCE. Time is of the essence for all provisions of this Purchase Agreement.

25. MULTIPLE ORIGINALS. Seller and Buyer have signed [number] _____ originals of this Purchase Agreement.

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, CONSULT A LAWYER. Minnesota law permits licensed real estate brokers and sales agents to prepare purchase agreements. No recommendation or representation may be made by any real estate broker or sales agent as to the legal sufficiency, the legal effect, or the tax consequences of this contract. These are questions for your lawyer.

I agree to sell the property for the price and terms and conditions set forth above. STATE OF MINNESOTA

I agree to purchase the property for the price and terms and conditions set forth above. CITY OF MILACA

SELLER: _____ (date)

BUYER: _____ (date)

SELLER: _____ (date)

BUYER: _____ (date)

This Purchase Agreement was prepared by:

Paul D. Dove
Dove Fretland & Van Valkenburg
5881 Cedar Lake Road
Minneapolis, MN 55416
(952) 545-9000

Others who will assist Seller or Buyer with this transaction:

<p>Lawyer for _____ County of Mille Lacs c/o _____ _____</p>	Telephone:	Facsimile:
<p>Listing Agent and Broker for this transaction are:</p>	Telephone:	Facsimile:
<p>Selling Agent and Broker for this transaction are:</p>	Telephone:	Facsimile:
<p>Buyer's or Lender's Title Insurer:</p>	Telephone:	Facsimile:

**ADDENDUM TO PURCHASE AGREEMENT
BETWEEN THE STATE OF MINNESOTA, AS SELLER
AND THE CITY OF MILACA, AS BUYER**

Background

The real property that is described in the attached Purchase Agreement has been forfeited to the State of Minnesota for failure to pay real estate property taxes. The County of Mille Lacs is serving in the capacity as agent for the State of Minnesota. The real property consists of a vacated single family residence located on a standard municipal lot in the City of Milaca. It is intended that the City of Milaca will knock down and remove the structure on the lot. Prior to the removal of the structure, it will conduct a Phase I Environmental Assessment and an Owners and Encumbrances search. This agreement will be void at Buyer's option if unsatisfactory liens, judgments or environmental issues are uncovered.

Subsequent Agreement

Contingencies:

1. Buyer will complete a Phase I Environmental Assessment and a lien and encumbrance search prior to closing and shall have the right to void this Purchase Agreement if it is not satisfied with the results.
2. Seller will waive all past due taxes and liens with regard to the subject property.
3. This contract shall be contingent upon obtaining the waiver of all current and past due assessments by the County of Mille Lacs and the City of Milaca.

Work to be Performed and Additional Payments

Buyer shall proceed, subsequent to closing, to remove the existing structure on the subject property and to remove the debris. Buyer shall then attempt to sell the subject property for its fair market value. From the sale proceeds, there shall first be deducted all of Buyer's costs incurred in this transaction. All remaining proceeds to Mille Lacs County, the Agent for the State of Minnesota.

SELLER: STATE OF MINNESOTA

BUYER: CITY OF MILACA

BY _____

BY _____

Mayor

Its _____

BY _____

City Manager

Milaca Airport Advisory Commission
July 14th, 2010 Minutes

The meeting was called to order at 6:05 by Ken Muller.

The June 2010 minutes were read and approved

Old Business:

- The apron in front of the fuel system is approved and funds have been allocated. It will be scheduled for install after the Fly-in.
- The Fly-in flyers are ready and will be mailed.
- Gary Judd and Ken Muller talked to the Mille-Lacs Co, Times and it sounds like there will be a nice article about the Fly-in before the event.
- The city hanger will be cleaned between Oshkosh and the Fly-in weekend.
- The Chamber is working with the local businesses for displays.
- Timber Trails shuttle service needs \$50.00/hr for service between the airport and the Rec. Park. We'll need sponsors for this service.
- Chuck Amundsen will supply a P.A. system.
- We can use the picnic tables from Renieke Park. We'll need approximately 13 tables.
- The Milaca youth football wants to have a fund raiser during the Fly-in.
- Ken has the airport facility directory information form finished and will send it in.
- We need a better surround for the water faucet by the Arrival / Departure building. Steve Burklund and Steve Nelson will work on this.

New Business:

- Jason Erickson has contacted Joel Burklund about operating the F.B.O. Milaca is favorable to discuss a start up incentive to help out.
- We should think about installing a few mailboxes in the parking area for hanger mail if needed.

Leo Vos motioned to adjourn and was seconded by Steve Nelson

The meeting was adjourned at 7:00 pm with Leo Vos, Ken Muller, and Steve Nelson present with Gary Judd, Carol Judd, Dave Smith and Judy Muller as guests.

Respectfully submitted
Steve Nelson

[REDACTED]

[REDACTED]

[REDACTED]

2006 Ford Dump Truck F550 - [REDACTED]

Date: 2010-07-06, 7:54PM CDT

2006 Ford F550 Dump Truck, 4x4, Automatic, Tilt, Air, Cruise, 63000 miles, Equiped with central hydraulics, Salt Sander included, 9ft Boss V-Plow included, Removable leaf box custom build by Metal Doctor included. Great for hauling large loads or Fall Cleanups. Call for more information [REDACTED]. \$28,900 or best offer.

Location: Washington County
it's NOT ok to contact this poster with services or other commercial interests

