

MILACA CITY COUNCIL AGENDA
FEBRUARY 21, 2008

6:30

Call meeting to order
Roll Call

Consent Agenda

Approve minutes of January 17 regular meeting
Approve bills for payment
Close Funds
Resolution No. 08 - 07 Levying an unpaid water and sewer bill
Temporary Gambling application – Community Ed
Temporary Gambling application – Milaca ABE
City Treasurer's report

Citizens Forum

Public Hearing

Requests and Communications

Letter from engineer

Ordinances and Resolutions

Ordinance No. 373 Driveway width (second reading)
Resolution No. 07 – 49 Veurink Variance request (tabled)

Reports of Boards and Commissions

Planning commission
Economic Development commission
Airport commission
Parks commission
Downtown Initiative

Unfinished Business

New Business

Approve purchase agreements
Approve SCBA bids for fire department

Council Comments

Adjourn

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

MILACA CITY COUNCIL MINUTES
JANUARY 17, 2008

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

Staff present: Lerud, Quaintance, Mott, and Toven.

Others present: Joe and Kristy McKusick, and Stacey Wiedewitsch.

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

1. Minutes of the December 20, 2007 regular council meeting.
2. General bills, 7285E-7289E, #34723-34726, #34798-34799, #34810-34888, totaling \$914,044.70; Liquor bills, 907039E-907042E, #20433-20446, #20466, #20482-20496, totaling \$113075.59.
3. Approve revised snow removal policy.
4. Approve revised investment policy.
5. Approve electronic funds transfer policy: The Milaca City Council hereby designates the City Treasurer or City Manager to initiate and receive Electronically Transmitted Funds. All electronic fund transmissions shall be listed either in the monthly bill report, or as a separate report within the monthly Treasurer's report.
6. Approve travel policy: Travel and travel plans by all city employees shall be approved by the City Manager prior to travel. The City Manager shall be responsible for approving all claims for travel expense reimbursement. Such reimbursement shall be within the approved budget for that department, or require separate City Council approval.
7. RESOLUTION NO. 08-01 A RESOLUTION APPROVING A CHARITABLE GAMBLING PREMISES PERMIT (entire text appears in Resolution book.)
8. RESOLUTION NO. 08-02 RESOLUTION TO WRITE OFF NSF/ACCOUNT CLOSED CHECKS (entire text appears in Resolution book.)
9. RESOLUTION NO. 08-03 RESOLUTION APPROVING BUDGET ADJUSTMENTS (entire text appears in Resolution book.)
10. Official designations:
 - Depositories
First National Bank of Milaca, Bremer Bank, Greater Minnesota Credit Union, Prudential-Bache, Salomon Smith Barney, 4M Fund, any FDIC insured institution
 - Individuals authorized to conduct Electronic Funds Transfers
Verna Quaintance
Greg Lerud

Mayor Protem

Dave Dillan

Newspaper

Mille Lacs County Times

Order of Succession for declaring an emergency

Pedersen – Dillan – Totzke – Bekius – Judd

Commission appointments

Planning Commission

Bekius

Economic Development Commission

Totzke and Dillan

Cable Commission

Judd

Building Official Joint Powers

Pedersen

Park Commission

Term expires

Jim Burroughs

December 31, 2010

11. City Treasurer's report.

All present voted in favor.

Mayor Pedersen opened citizen's forum and invited anyone to speak to an item not on the agenda. No one came forward. Mayor Pedersen closed citizen's forum.

Mayor Pedersen opened the public hearing regarding an appeal of a potentially dangerous dog. Mayor Pedersen turned the meeting over to Damien Toven, the City Attorney.

Council member Bekius stated that he is an adjoining property owner to the people making the appeal, and that he would not be participating in the council discussion, nor would he be voting on the request. Bekius left the council table and took a seat in the audience.

Chief of Police Mike Mott said he received the original complaint on April 7, 2007 when the complaint called and said the McKusick dog attacked their poodle. Mott said the vet clinic was contacted, but the dog was not taken in for treatment. He said on August 8, he received three calls that the two McKusick dogs were running at large, and following that call, the Rotweiler was declared potentially dangerous. The other dog was a lab. Mott said he impounded the lab, but the Rotweiler could not be caught. As a result of the two unprovoked attacks he notified the owners that he was declaring the Rotweiler potentially dangerous.

After that designation, the McKusicks removed the dog from the city. Mott said the owners took the dog to training, and a letter was sent from the dog trainer. He said he observed the dog one day in December, and the dog was o.k. while on a leash and in control by Kristi. He said that his concern was that if she was not present, or went back to work, the same problem would exist as before, and the letter from the dog trainer states that the dog must be in constant human contact in order to be under control.

Mott said he contacted the neighbors who complained in the past, and they were unanimous in that they didn't want the dog back into town. Based on this history, Mott said he was not convinced the dog will not continue to be potentially dangerous.

Council member Totzke asked for clarification on which dogs were off their property. Mott said it was the McKusick's dogs that were off their property.

Bekius said he called the police on the day the dogs were running loose, when they headed to Zimmer's day care, and he made the call out of concern for the safety of the day care kids.

Kristi McKusick said if she thought the dog was dangerous she would not be fighting to let the dog back in town. She said this dog is as important to her as her kids. She presented the council with a packet of information and pictures. She said she was surprised that the dog was not going to be let back in town, particularly after the chief was positive after observing the dog in December.

Joe McKusick said that one week prior to the second incident he was working to complete work on a kennel, but hadn't completed it. He said they are continuing to train the dog, and are using a pinch collar when the dog is on a leash.

Kristi McKusick admitted that her dog did bite once, but that it was only one puncture bite and the other dog didn't even go to the vet. Bekius said there have been several instances when the dog has been on a chain hanging on the fence that separates their properties and the dog has been barking and growling. He said he would not let his dog out when their dog is out. He said these incidents happened before their training, and he has not seen the dog since training.

Mayor Pedersen asked if the dog has been inside since training started. McKusick said the dog has been in Princeton since the potentially dangerous determination was made, and the lab was given away, and that was the real problem dog. Bekius agreed that the lab was the instigator between the two dogs.

Toven said the chief did what he was supposed to do – it is his job to consider the safety of the public in general. He said the Chief has the authority to remove the designation at any time when he believes the dog is no longer dangerous.

Mayor Pedersen asked if the council could grant the appeal if some stipulations were put in place. Toven cautioned that the council should not set stipulations or conditions, as the ordinance is very clear on the minimum conditions of 95.11C of the city code that need to be met in order for the animal to be considered not potentially dangerous. Mott said the conditions are right in the ordinance, and while Kristi has tried to be responsible and has made an effort to try and train the dog, it is his judgment that the dog is still potentially dangerous.

Kristi McKusick said she didn't feel the second attack was really an attack as it didn't get to the other animal and her dog left their property on its own. She said the dog was just acting on instinct. She said that the Zimmer's dog, as well as other dogs, have been on her property, and she has called the police department but nothing has been done to them. She said she thought they were being singled out and it is not fair.

Council member Dillan said the point tonight is this dog – not any other. He said the training needs to start on day one, and if a decision needs to be made regarding letting this dog back into town or not, he would rather error on the side of public safety.

Mayor Pedersen closed the public hearing.

After a brief discussion a motion was made by Totzke to deny the appeal, second by Dillan. Totzke, Dillan, and Pedersen voted in favor. Motion passed 3-0.

Council member Dillan made a motion to hold the first reading of Ordinance No. 373, all present voted in favor. Lerud said the Council directed staff to survey surrounding cities as to their permitted driveway widths. He said the zoning administrator contacted about ten cities, and that information was presented to the planning commission. Council member Bekius said the commission recommended increasing the single-family driveway width from 20 feet to 26 feet. There was no other discussion.

Council member Dillan offered Resolution No. 08-04 and moved for its adoption

RESOLUTION NO. 08-04
RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY
COUNCIL ON THE PROPOSED MODIFICATION OF
REDEVELOPMENT AREA NO. 1, AND THE PROPOSED
ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT
NO. 1-10 THEREIN AND THE PROPOSED ADOPTION OF THE TAX
INCREMENT FINANCING PLAN THEREFOR, AND ON THE
PROPOSED ADOPTION OF A MODIFIED POLICY AND CRITERIA
FOR GRANTING BUSINESS SUBSIDIES.
(entire text appears in Resolution book)

Lerud said the timing to approve the TIF district requires the hearing date to be held on April 24, not at the third Thursday in April.

All present voted in favor.

Motion by Totzke, second by Dillan to move the regular April meeting to April 24, all present voted in favor.

Council member Dillan offered Resolution No. 08-05 and moved for its adoption

RESOLUTION NO. 08-05
RESOLUTION AUTHORIZING AN INTERFUND LOAN FOR ADVANCE OF
CERTAIN COSTS IN CONNECTION WITH TIF DISTRICT NO. 1-10
(entire text appears in Resolution book)

Lerud said this Resolution allows the city to incur expenses related to establishing the district and reimburse itself once the district is established.

All present voted in favor.

Council member Dillan offered Resolution No. 08-06 and moved for its adoption, second by Totzke

RESOLUTION NO. 08-06
RESOLUTION COMMITTING LOCAL MATCH AND AUTHORIZING CONTRACT
SIGNATURE
(entire text appears in Resolution book)

All present voted in favor.

Council member Bekius said the only item discussed at the planning commission meeting was the driveway width.

Lerud said the economic development commission discussed last Tuesday's community meeting and the upcoming Healthy Community Partnership program.

There was no airport commission report.

Mayor Pedersen said the parks commission will meet on January 22 at 7:30 at the Milaca Fire Department. He said he is also reserving a booth at the Expo for the parks and skate park.

Council member Dillan said the large community meeting was held last Tuesday, with the St. Cloud State students giving a presentation about their thoughts on the downtown project. He said the group then divided up into four areas, and those groups will concentrate on their areas. Dillan said the Healthy Community Partnership application was submitted last Friday. Lerud said he received an email from the Initiative Foundation stating a decision will be made next week on the participants.

Mayor Pedersen called for Council comments. Council member Totzke asked about the downtown parking issue. Lerud said two tickets were issued and both were paid.

With no other business a motion to adjourn was made by Dillan, second by Bekius, all present voted in favor and the meeting adjourned at 7:55 p.m.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

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FEBRUARY 2008

Check Amt Invoice Comment

10100 General Bank

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
10100 General Bank					
Paid Chk# 034908	2/22/2008	AMERICAN LEGAL PUBLISHING CORP			
E 101-41940-310		Other Professional Services	\$300.00	62782	INTERNET ORDINANCE CODE RENEWA
Total AMERICAN LEGAL PUBLISHING CORP			\$300.00		
<hr/>					
Paid Chk# 034909	2/22/2008	AMERIPRIDE			
E 101-45500-217		Other Operating Supplies	\$53.03	\$013295	SOAP 6/CASE
E 101-45500-310		Other Professional Services	\$21.70	\$449014	RUGS
E 619-49900-310		Other Professional Services	\$14.48	\$449015	RUGS
E 101-41940-310		Other Professional Services	\$7.00	\$449015	RUGS
E 101-45500-310		Other Professional Services	\$21.70	\$454000	RUGS
E 619-49900-310		Other Professional Services	\$14.48	\$454001	RUGS
E 101-41940-310		Other Professional Services	\$7.00	\$454001	RUGS
Total AMERIPRIDE			\$139.39		
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Paid Chk# 034910	2/22/2008	BAN-KOE SYSTEMS, INC.			
E 101-41940-310		Other Professional Services	\$260.00	48981	FIRE ALARM CONTROL PANEL
Total BAN-KOE SYSTEMS, INC.			\$260.00		
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Paid Chk# 034911	2/22/2008	BONESTROO ROSENE ANDERLIK			
G 101-20200		Accounts Payable	\$260.00	152809	GENERAL
G 501-20200		Accounts Payable	\$128.00	15281	PHASE II
G 602-20200		Accounts Payable	\$1,470.00	152810	2008 WELL HOUSE
G 101-20200		Accounts Payable	\$4,522.40	152812	REC PARK PROJECT
Total BONESTROO ROSENE ANDERLIK			\$6,380.40		
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Paid Chk# 034912	2/22/2008	CORNER MART			
E 101-43000-212		Auto Expense (Fuel/Repair)	\$592.30		GAS-PW
E 208-49020-406		Trail Maintenance	\$5.44		GAS-TRAILS
E 101-42280-212		Auto Expense (Fuel/Repair)	\$7.28		GAS-FIRE
E 101-45200-212		Auto Expense (Fuel/Repair)	\$225.00		GAS-PARK
E 101-42110-212		Auto Expense (Fuel/Repair)	\$1,014.57		GAS-PD
E 700-50000-212		Auto Expense (Fuel/Repair)	\$269.00		GAS-JOINT POWERS
Total CORNER MART			\$2,114.59		
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Paid Chk# 034913	2/22/2008	DEPT. OF PUBLIC SAFETY			
E 101-42110-437		Other Miscellaneous	\$180.00	P07 MY04810	REMOTE ACCESS - PD
Total DEPT. OF PUBLIC SAFETY			\$180.00		
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Paid Chk# 034914	2/22/2008	DOVE FRET LAND & VAN VALKENBURG			
E 101-41610-304		Legal Fees	\$3,100.00		JANUARY RETAINER CRIMINAL
E 101-41610-304		Legal Fees	\$895.16		JANUARY RETAINER CIVIL
Total DOVE FRET LAND & VAN VALKENBURG			\$3,995.16		
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Paid Chk# 034915	2/22/2008	E.C.M. PUBLISHERS, INC.			
E 101-41110-351		Legal Notices Publishing	\$122.85		2008 SUMMARY BUDGET PUBLISH
E 101-42280-437		Other Miscellaneous	\$15.60		BIDS FOR SCBA
Total E.C.M. PUBLISHERS, INC.			\$138.45		
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Paid Chk# 034916	2/22/2008	EGGEN'S DIRECT SERVICE			
E 603-49450-212		Auto Expense (Fuel/Repair)	\$361.33		GAS-SEWER
E 101-45200-212		Auto Expense (Fuel/Repair)	\$151.29		GAS-PARK
E 101-42280-212		Auto Expense (Fuel/Repair)	\$104.28		GAS-FIRE
E 208-49020-406		Trail Maintenance	\$133.58		GAS-TRAILS
E 602-49400-212		Auto Expense (Fuel/Repair)	\$361.33		GAS-WATER
Total EGGEN'S DIRECT SERVICE			\$1,111.81		
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Paid Chk# 034917	2/22/2008	FRANSEN DECORATING			

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			Check Amt	Invoice	Comment
E 101-45200-437	Other Miscellaneous		\$70.60	33367	PAINT - PARKS
Total FRANSEN DECORATING			\$70.60		
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Paid Chk#	034918	2/22/2008	GRAINGER		
E 101-42280-240	Small Tools and Minor Equip		\$40.94	9534891800	SAFETY - CAN
Total GRAINGER			\$40.94		
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Paid Chk#	034919	2/22/2008	GRANITE ELECTRONICS		
E 101-45200-221	Equipment Parts/Repairs		\$103.20	230394	PAGER REPAIR - PARKS
E 602-49400-240	Small Tools and Minor Equip		\$298.20	438179	PAGER
E 603-49450-240	Small Tools and Minor Equip		\$298.20	438179	PAGER
E 101-42280-241	Reserve Purchase		\$2,385.60	438295	4 PAGERS
Total GRANITE ELECTRONICS			\$3,085.20		
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Paid Chk#	034920	2/22/2008	HAWKINS, INC.		
E 602-49400-216	Chemicals and Chem Products		\$3,141.80	1146013	CHEMICALS
Total HAWKINS, INC.			\$3,141.80		
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Paid Chk#	034921	2/22/2008	HD SUPPLY WATERWORKS, LTD		
E 602-49400-218	Parts - Water Dept.		\$545.81	6427888	24 MXU BATTERIES
E 602-49400-218	Parts - Water Dept.		\$1,830.08	6587073	MXU BATTERIES (100)
E 602-49400-310	Other Professional Services		\$200.00	6738710	JANUARY METER READING
E 603-49450-310	Other Professional Services		\$200.00	6738710	JANUARY METER READING
E 602-49400-310	Other Professional Services		\$200.00	6738724	FEB METER READING
E 603-49450-310	Other Professional Services		\$200.00	6738724	FEB METER READING
Total HD SUPPLY WATERWORKS, LTD			\$3,175.89		
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Paid Chk#	034922	2/22/2008	HJORT EXCAVATING		
G 500-20200	Accounts Payable		\$113.07	PAY REQ #7	FINAL LIBRARY PROJECT
Total HJORT EXCAVATING			\$113.07		
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Paid Chk#	034923	2/22/2008	JIM'S MILLE LACS DISPOSAL		
E 101-43000-311	Snow Removal		\$130.00	302877	SNOW REMOVAL
Total JIM'S MILLE LACS DISPOSAL			\$130.00		
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Paid Chk#	034924	2/22/2008	JOHNSON OIL CO.		
E 101-42110-221	Equipment Parts/Repairs		\$29.81	39	'07 SQUAD OIL CHANGE
E 700-50000-212	Auto Expense (Fuel/Repair)		\$27.10	42	JP OIL CHANGE
E 101-42110-221	Equipment Parts/Repairs		\$29.81	42	'05 SQUAD OIL CHANGE
Total JOHNSON OIL CO.			\$86.72		
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Paid Chk#	034925	2/22/2008	KERN, DEWENTER, VIERE, LTD.		
E 101-41540-301	Auditing and Acct'g Services		\$6,675.00	76464	INTERIM BILLING 2007 AUDIT
Total KERN, DEWENTER, VIERE, LTD.			\$6,675.00		
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Paid Chk#	034926	2/22/2008	KOCH'S HARDWARE HANK		
E 602-49400-217	Other Operating Supplies		\$176.12		SUPPLIES-WATER
E 101-45200-401	Repairs/Maint Buildings		\$298.23		SUPPLIES-PARKS
E 602-49400-221	Equipment Parts/Repairs		\$73.75		PARTS- WATER
E 101-43000-215	Shop Supplies		\$185.30		SUPPLIES-PW
E 101-45200-215	Shop Supplies		\$183.88		SUPPLIES-PARKS
E 101-41940-217	Other Operating Supplies		\$104.36		LADDER - CITY HALL
E 603-49450-217	Other Operating Supplies		\$5.25		SUPPLIES-SEWER
E 101-43000-240	Small Tools and Minor Equip		\$103.80		SUPPLIES-PW
E 101-45200-221	Equipment Parts/Repairs		\$15.36		PARTS-PARKS
E 101-42280-217	Other Operating Supplies		\$9.89		SUPPLIES FIRE
E 101-49810-217	Other Operating Supplies		\$5.94		SUPPLIES-AIRPORT
E 101-45200-240	Small Tools and Minor Equip		\$233.33		VACCUUM - WARMING HOUSE
E 101-45500-217	Other Operating Supplies		\$5.10		SUPPLIES-LIBRARY

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FEBRUARY 2008

			Check Amt	Invoice	Comment
E 607-42400-201	Accessories (paper, pens, etc)		\$8.51		BATTERIES - BLDG
Total KOCH'S HARDWARE HANK			\$1,406.82		
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Paid Chk# 034927	2/22/2008	LAKE ASSOCIATES			
G 407-20200	Accounts Payable		\$21,928.80		DEVELOPERS 90%
Total LAKE ASSOCIATES			\$21,928.00		
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Paid Chk# 034928	2/22/2008	LEAGUE OF MN CITIES INSUR TRST			
E 700-50000-151	Worker's Comp Insurance Prem		\$256.00		JOINT POWERS WORK COMP
Total LEAGUE OF MN CITIES INSUR TRST			\$256.00		
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Paid Chk# 034929	2/22/2008	LIND, MARSHALL			
E 700-50000-208	Training and Travel		\$269.18		2/4-5 UPPER GREAT PLAINS INST
E 700-50000-208	Training and Travel		\$138.18		1/14-15 BLDG OFFICIAL INSTITU
Total LIND, MARSHALL			\$407.36		
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Paid Chk# 034930	2/22/2008	M.E. PLUMBING & HEATING			
G 101-20200	Accounts Payable		\$689.80	27395	FIRE HALL
Total M.E. PLUMBING & HEATING			\$689.60		
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Paid Chk# 034931	2/22/2008	MACQUEEN EQUIPMENT			
E 101-43000-221	Equipment Parts/Repairs		\$2,353.55	2081273	SWEEPER PARTS
E 101-43000-221	Equipment Parts/Repairs		\$81.65	2081422	SWEEPER PARTS
Total MACQUEEN EQUIPMENT			\$2,435.20		
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Paid Chk# 034932	2/22/2008	MARCO			
E 101-41940-309	EDP, Software and Design		\$119.20		BALANCE DUE
Total MARCO			\$119.20		
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Paid Chk# 034933	2/22/2008	METRO FIRE			
E 101-42280-221	Equipment Parts/Repairs		\$637.50	30328	PARTS
Total METRO FIRE			\$637.50		
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Paid Chk# 034934	2/22/2008	MEYER'S MILACA BTB			
E 101-45200-221	Equipment Parts/Repairs		\$137.85		PARTS-PARKS
E 208-49020-406	Trail Maintenance		\$29.35		PARTS-TRAILS
Total MEYER'S MILACA BTB			\$167.20		
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Paid Chk# 034935	2/22/2008	MIDWAY IRON			
E 101-43000-221	Equipment Parts/Repairs		\$40.11	21727	SWEEPER PARTS
E 101-43000-215	Shop Supplies		\$202.64	22264	SWEEPER PARTS
Total MIDWAY IRON			\$242.75		
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Paid Chk# 034936	2/22/2008	MIDWEST FIRE & RESCUE SUPPLY			
G 101-20200	Accounts Payable		\$1,603.12	55	
Total MIDWEST FIRE & RESCUE SUPPLY			\$1,603.12		
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Paid Chk# 034937	2/22/2008	MILACA AUTO VALUE			
E 602-49400-221	Equipment Parts/Repairs		\$16.18		PARTS-WATER
E 101-43000-221	Equipment Parts/Repairs		\$362.49		PARTS-PW
E 101-42280-221	Equipment Parts/Repairs		\$26.46		PARTS-FIRE
E 101-41940-217	Other Operating Supplies		\$21.92		PARTS-CITY
Total MILACA AUTO VALUE			\$427.05		
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Paid Chk# 034938	2/22/2008	MILACA LAWN & GARDEN			
E 101-42280-217	Other Operating Supplies		\$8.20	54665	CHAIN SAW BAR OIL
Total MILACA LAWN & GARDEN			\$8.20		
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Paid Chk# 034939	2/22/2008	MILACA SUPER VALU			

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FEBRUARY 2008

			Check Amt	Invoice	Comment
E 101-42280-217	Other Operating Supplies		\$9.98		WATER FOR FD
Total MILACA SUPER VALU			\$9.98		
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Paid Chk# 034940	2/22/2008	MILACA UNCLAIMED FREIGHT			
E 101-43000-240	Small Tools and Minor Equip		\$187.43		DRILL PRESS
E 602-49400-217	Other Operating Supplies		\$9.26		TOOL BAG
E 101-43000-215	Shop Supplies		\$10.63		GRINDER WHEELS
E 101-43000-240	Small Tools and Minor Equip		\$71.89		WELDING HELMET
Total MILACA UNCLAIMED FREIGHT			\$279.21		
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Paid Chk# 034941	2/22/2008	MILLE LACS CO. AUDITOR			
G 101-20200	Accounts Payable		\$10,848.00		2007 ASSESSOR FEE
Total MILLE LACS CO. AUDITOR			\$10,848.00		
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Paid Chk# 034942	2/22/2008	MILLE LACS VETERINARY CLINIC			
G 410-20200	Accounts Payable		\$3,563.17		DEVELOPER 90%
Total MILLE LACS VETERINARY CLINIC			\$3,563.17		
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Paid Chk# 034943	2/22/2008	MN COPY SYSTEMS, INC.			
G 619-20200	Accounts Payable		\$53.70	1034	COPIER MAINTENANCE
G 101-20200	Accounts Payable		\$92.11	2574	DEC COPIER MAINTENANCE
E 101-41940-310	Other Professional Services		\$92.10	2574	JAN COPIER MAINTENANCE
Total MN COPY SYSTEMS, INC.			\$237.91		
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Paid Chk# 034944	2/22/2008	MN COUNTIES INSURANCE TRUST			
E 101-43000-433	Dues and Subscriptions		\$50.00	4154	2008 MEMBERSHIP DRUG/ALCOHOL T
Total MN COUNTIES INSURANCE TRUST			\$50.00		
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Paid Chk# 034945	2/22/2008	MN RURAL WATER ASSOC			
E 602-49400-208	Training and Travel		\$150.00		3/4-5 CONFERENCE REGISTRATION
E 602-49400-433	Dues and Subscriptions		\$860.00		ANNUAL DUES
Total MN RURAL WATER ASSOC			\$1,010.00		
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Paid Chk# 034946	2/22/2008	MN STATE FIRE DEPT. ASSOC			
E 101-42280-433	Dues and Subscriptions		\$216.00		ANNUAL DUES
Total MN STATE FIRE DEPT. ASSOC			\$216.00		
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Paid Chk# 034947	2/22/2008	MN VALLEY TESTING LABS			
E 602-49400-310	Other Professional Services		\$60.50	381373	TESTING
Total MN VALLEY TESTING LABS			\$60.50		
<hr/>					
Paid Chk# 034948	2/22/2008	ONE CALL CONCEPTS			
E 602-49400-310	Other Professional Services		\$108.70	8011308	JANUARY LOCATES
Total ONE CALL CONCEPTS			\$108.70		
<hr/>					
Paid Chk# 034949	2/22/2008	QUALITY FLOW SYSTEMS			
E 603-49450-310	Other Professional Services		\$670.00	19476	LIFT STATION REPAIR
Total QUALITY FLOW SYSTEMS			\$670.00		
<hr/>					
Paid Chk# 034950	2/22/2008	QUILL CORPORATION			
E 101-41940-201	Accessories (paper, pens, etc)		\$82.86	3660571	PAYROLL W-2 FORMS
E 101-41940-201	Accessories (paper, pens, etc)		\$38.86	4210604	SUPPLIES
E 603-49450-201	Accessories (paper, pens, etc)		\$9.04	4210604	SUPPLIES
E 602-49400-201	Accessories (paper, pens, etc)		\$9.04	4210604	SUPPLIES
E 101-42110-201	Accessories (paper, pens, etc)		\$29.71	4210604	SUPPLIES
E 607-42400-201	Accessories (paper, pens, etc)		\$29.71	4211019	COPY PAPER
E 101-41940-202	Copier/Printer Supplies		\$25.69	4211019	COPY PAPER
E 619-49900-201	Accessories (paper, pens, etc)		\$108.41	4211019	SUPPLIES
E 602-49400-201	Accessories (paper, pens, etc)		\$29.72	4211019	SUPPLIES

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FEBRUARY 2008

			Check Amt	Invoice	Comment
E 603-49450-201	Accessories (paper, pens, etc)		\$29.71	4211019	SUPPLIES
E 101-41940-201	Accessories (paper, pens, etc)		\$62.80	4414330	SUPPLIES
E 101-42110-201	Accessories (paper, pens, etc)		\$91.76	4534483	SUPPLIES
E 101-41940-201	Accessories (paper, pens, etc)		(\$23.28)	46812	CREDIT
E 619-49900-201	Accessories (paper, pens, etc)		\$4.99	4702472	SUPPLIES
E 101-41940-201	Accessories (paper, pens, etc)		\$18.30	4702472	SUPPLIES
	Total QUILL CORPORATION		\$545.12		
<hr/>					
Paid Chk# 034951	2/22/2008	RUSH CITY, CITY OF			
E 705-49840-437	Other Miscellaneous		\$10,000.00		CABLE FRANCHISE CUSTODIAN
	Total RUSH CITY, CITY OF		\$10,000.00		
<hr/>					
Paid Chk# 034952	2/22/2008	SANDERSON, ALYCE			
E 101-41940-217	Other Operating Supplies		\$48.58		CLEANING SUPPLIES - CITY
E 101-45500-217	Other Operating Supplies		\$39.24		SUPPLIES-LIBRARY
	Total SANDERSON, ALYCE		\$87.82		
<hr/>					
Paid Chk# 034953	2/22/2008	SELECT ACCOUNT			
E 101-41940-310	Other Professional Services		\$490.56	655021	ANNUAL FEES - HSA ADMIN
	Total SELECT ACCOUNT		\$490.56		
<hr/>					
Paid Chk# 034954	2/22/2008	SENSUS			
E 602-49400-309	EDP, Software and Design		\$600.00	ZA80013302	ANNUAL SUPPORT AGMT
E 603-49450-309	EDP, Software and Design		\$600.00	ZA80013302	ANNUAL SUPPORT AGMT
	Total SENSUS		\$1,200.00		
<hr/>					
Paid Chk# 034955	2/22/2008	SPRINT PCS			
E 101-45200-321	Telephone		\$27.58	0073617919-3	CELL PHONE-PARK
E 101-42260-321	Telephone		\$27.58	0073617919-3	CELL PHONE-FIRE
E 101-43000-321	Telephone		\$27.59	0073617919-3	CELL PHONE-PW
	Total SPRINT PCS		\$82.75		
<hr/>					
Paid Chk# 034956	2/22/2008	THE WATSON COMPANY			
E 101-41940-217	Other Operating Supplies		\$68.76	749996	TOILET PAPER
E 101-45200-437	Other Miscellaneous		\$68.76	749996	TOILET PAPER
E 101-45500-217	Other Operating Supplies		\$68.76	749996	TOILET PAPER
	Total THE WATSON COMPANY		\$206.28		
<hr/>					
Paid Chk# 034957	2/22/2008	UNIVERSITY OF MINNESOTA (TREE)			
E 101-45200-208	Training and Travel		\$165.00		SHADE TREE SHORT COURSE 3/25-2
E 101-45200-208	Training and Travel		\$15.00		CHAINSAW SHARPENING
	Total UNIVERSITY OF MINNESOTA (TREE)		\$180.00		
	10100 General Bank		\$91,514.02		

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FEBRUARY 2008

			Check Amt	Invoice	Comment
10900 Liquor Bank					
Paid Chk#	020510	2/22/2008	AMERIPRIDE		
E 609-49750-310	Other Professional Services		\$26.29	S449020	RUGS
E 609-49750-310	Other Professional Services		\$59.84	S451540	RUGS
E 609-49750-310	Other Professional Services		\$26.29	S454005	RUGS
E 609-49750-310	Other Professional Services		\$59.84	S456502	RUGS
	Total AMERIPRIDE		\$172.26		
Paid Chk#	020511	2/22/2008	B.A.L.L. DISTRIB.		
E 609-49750-259	Other For Resale		\$25.00	3907	BEEF STICKS
	Total B.A.L.L. DISTRIB.		\$25.00		
Paid Chk#	020512	2/22/2008	BEER TRUCKING		
E 609-49750-333	Freight and Express		\$123.76	22	FREIGHT
	Total BEER TRUCKING		\$123.76		
Paid Chk#	020513	2/22/2008	BELLBOY CORP.		
E 609-49750-259	Other For Resale		\$29.93	80309700	MISC FOR RESALE
E 609-49750-259	Other For Resale		\$120.42	80385800	MISC FOR RESALE
	Total BELLBOY CORP.		\$150.35		
Paid Chk#	020514	2/22/2008	CADBURY SCHWEPPE'S BOTTLING GRP		
E 609-49750-254	Mix/Non Alcoholic		\$71.00	38172	NA
E 609-49750-254	Mix/Non Alcoholic		\$74.00	38409	NA
	Total CADBURY SCHWEPPE'S BOTTLING GRP		\$145.00		
Paid Chk#	020515	2/22/2008	CRYSTAL SPINGS ICE		
E 609-49750-259	Other For Resale		\$80.60	100004009	ICE
E 609-49750-259	Other For Resale		\$56.70	300002470	ICE
E 609-49750-259	Other For Resale		(\$0.20)	50533C	CREDIT
	Total CRYSTAL SPINGS ICE		\$139.10		
Paid Chk#	020516	2/22/2008	EXTREME BEVERAGES, LLC		
E 609-49750-259	Other For Resale		\$192.00	633283	NA
E 609-49750-254	Mix/Non Alcoholic		\$86.00	638025	NA
	Total EXTREME BEVERAGES, LLC		\$278.00		
Paid Chk#	020517	2/22/2008	FRONTIER		
E 609-49750-321	Telephone		\$101.97	3209836255	PHONE SERVICE - INTERNET
	Total FRONTIER		\$101.97		
Paid Chk#	020518	2/22/2008	GRANITE CITY JOBBING		
E 609-49750-333	Freight and Express		\$3.25	554747	FREIGHT
E 609-49750-214	Liquor Store Paper Supplies		\$13.57	554747	PAPER
E 609-49750-256	Tobacco Products For Resale		\$379.16	554747	TOBACCO
E 609-49750-254	Mix/Non Alcoholic		\$85.80	554747	NA
E 609-49750-214	Liquor Store Paper Supplies		\$33.65	555508	PAPER
E 609-49750-333	Freight and Express		\$3.25	555508	FREIGHT
E 609-49750-254	Mix/Non Alcoholic		\$3.52	555508	NA
E 609-49750-256	Tobacco Products For Resale		\$531.30	555508	TOBACCO
E 609-49750-333	Freight and Express		\$3.25	555221	FREIGHT
E 609-49750-217	Other Operating Supplies		\$4.60	555221	KIDDY KANDY
E 609-49750-254	Mix/Non Alcoholic		\$20.92	555221	NA
E 609-49750-256	Tobacco Products For Resale		\$401.58	555221	TOBACCO
E 609-49750-214	Liquor Store Paper Supplies		\$40.80	555221	PAPER
E 609-49750-254	Mix/Non Alcoholic		\$26.02	555889	NA
E 609-49750-256	Tobacco Products For Resale		\$252.34	555889	TOBACCO
E 609-49750-333	Freight and Express		\$3.25	555889	FREIGHT

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FEBRUARY 2008

			Check Amt	Invoice	Comment
E 609-49750-214	Liquor Store Paper Supplies		(\$10.65)	556889	PAPER
	Total GRANITE CITY JOBBING		\$1,797.81		
<hr/>					
Paid Chk# 020519	2/22/2008	JIM'S MILLE LACS DISPOSAL			
E 609-49750-384	Refuse/Garbage Disposal		\$86.58	219225	GARBAGE
	Total JIM'S MILLE LACS DISPOSAL		\$86.58		
<hr/>					
Paid Chk# 020520	2/22/2008	KOCH'S HARDWARE HANK			
E 609-49750-217	Other Operating Supplies		\$67.95		SUPPLIES
	Total KOCH'S HARDWARE HANK		\$67.95		
<hr/>					
Paid Chk# 020521	2/22/2008	MG PRO			
E 609-49750-259	Other For Resale		\$33.60	58242	MISC FOR RESALE
	Total MG PRO		\$33.60		
<hr/>					
Paid Chk# 020522	2/22/2008	MILACA LAWN & GARDEN			
E 609-49750-221	Equipment Parts/Repairs		\$126.88	063525	SNOW BLOWER REPAIRS
	Total MILACA LAWN & GARDEN		\$126.88		
<hr/>					
Paid Chk# 020523	2/22/2008	MILLER TRUCKING			
E 609-49750-333	Freight and Express		\$56.70	1738	FREIGHT
	Total MILLER TRUCKING		\$56.70		
<hr/>					
Paid Chk# 020524	2/22/2008	NORTHERN EXPOSURE ADVERTISING			
E 609-49750-343	Other Advertising		\$208.00		ADVERTISING - SUPER 8
	Total NORTHERN EXPOSURE ADVERTISING		\$208.00		
<hr/>					
Paid Chk# 020525	2/22/2008	QUILL CORPORATION			
E 609-49750-217	Other Operating Supplies		\$29.71	4210604	COPY PAPER
E 609-49750-217	Other Operating Supplies		\$6.49	4211019	PAPER CLIPS
	Total QUILL CORPORATION		\$36.20		
<hr/>					
Paid Chk# 020526	2/22/2008	SEGERSTROM, VICTORIA			
E 609-49750-208	Training and Travel		\$40.00		TRAINING BREAKFAST - EMBERS
E 609-49750-309	EDP, Software and Design		\$42.55		VIRUS PROTECTION SOFTWARE
E 609-49750-217	Other Operating Supplies		\$68.94		SUPPLIES
E 609-49750-217	Other Operating Supplies		\$4.25		COOLER GLOVES
	Total SEGERSTROM, VICTORIA		\$155.74		
<hr/>					
Paid Chk# 020527	2/22/2008	SPECIALTY STORE SERVICES			
E 609-49750-217	Other Operating Supplies		\$66.09	832769	WET FLOOR-DOOR CHIME-PRICE CAR
E 609-49750-240	Small Tools and Minor Equip		\$67.99	832769	SMOKERS CEASE
E 609-49750-240	Small Tools and Minor Equip		\$84.99	832769	DOLLY
E 609-49750-240	Small Tools and Minor Equip		\$102.57	835465	BASKET W/STAND
	Total SPECIALTY STORE SERVICES		\$321.64		
<hr/>					
Paid Chk# 020528	2/22/2008	TOTAL REGISTER SYSTEMS, INC.			
E 609-49750-309	EDP, Software and Design		\$1,790.00	22240	SOFTWARE SUPPORT
	Total TOTAL REGISTER SYSTEMS, INC.		\$1,790.00		
<hr/>					
Paid Chk# 020529	2/22/2008	VIKING BOTTLING CO.			
E 609-49750-254	Mix/Non Alcoholic		\$67.65	22203651	NA
E 609-49750-254	Mix/Non Alcoholic		\$165.15	22205143	NA
E 609-49750-254	Mix/Non Alcoholic		\$75.60	22205662	NA
E 609-49750-254	Mix/Non Alcoholic		(\$31.75)	440212	CREDIT
	Total VIKING BOTTLING CO.		\$276.65		
	10900 Liquor Bank		\$6,102.99		

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FEBRUARY 2008

Check Amt Invoice Comment

Fund Summary

609 MUNICIPAL LIQUOR FUND	10900 Liquor Bank		
	\$6,102.99		
	<hr/>		
	\$6,102.99		

CITY OF MILACA

Liquor EFT

January 2008

Check Date	Check Nbr	Vendor Name	Comment	Check Amt
1/11/2008	908001	CENTERPOINT ENERGY MINNEGASCO	NATURAL GAS	\$629.96
1/26/2008	908002	EAST CENTRAL ENERGY	ELECTRIC	\$1,412.34
1/14/2008	908003	MILACA, CITY OF (WATER/SEWER)	WATER/SEWER	\$29.14
1/18/2008	908004	MN DEPT OF REVENUE	LIQUOR SALES TAX	\$13,546.00
Period 1				\$15,617.44
				\$15,617.44

CITY OF MILACA

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Liquor Prepaids

January 2008

Check Date	Check Nbr	Vendor Name	Comment	Check Amt
1/3/2008	20467	BELLBOY CORP.	LIQUOR	\$1,887.30
1/3/2008	20468	BERNICKS	BEER	\$5,088.70
1/3/2008	20469	C & L DISTRIBUTING CO.	BEER	\$28,205.15
1/3/2008	20470	D&D BEER CO	BEER	\$1,766.30
1/3/2008	20471	DAHLHEIMER DISTRIBUTING CO.	BEER	\$9,701.27
1/3/2008	20472	GRIGGS, COOPER & CO., INC.	LIQUOR	\$9,964.43
1/3/2008	20473	GROSSLEIN BEVERAGES, INC.	BEER	\$8,961.45
1/3/2008	20474	JOHNSON BROTHERS LIQUOR CO.		\$14,916.58
1/3/2008	20475	PAUSTIS & SONS	WINE	\$902.28
1/3/2008	20476	PHILLIPS WINE AND SPIRITS	WINE	\$5,818.29
1/3/2008	20477	SPECIALTY WINES & BEVERAGES	WINE	\$229.88
1/3/2008	20478	WINE MERCHANTS	WINE	\$437.81
1/11/2008	20479	JIM'S MILLE LACS DISPOSAL	DECEMBER REFUSE	\$105.30
1/11/2008	20480	MN DEPT OF REVENUE	CORRECT SEPT'07 SALES TAX	\$139.00
1/11/2008	20481	SENTRY SYSTEMS, INC.	1ST QTR MONITORING	\$140.81
1/24/2008	20497	MN MUNICIPAL BEVERAGE ASSOC.	2008 MMBA CONFR	\$200.06

Period 1

\$88,462.61

\$88,462.61

CITY OF MILACA

General Prepaids

January 2008

Check Date	Check Nbr	Vendor Name	Comment	Check Amt
1/3/2008	34800	BLUE CROSS BLUE SHIELD OF MINN	MEDICAL INSUR	\$11,972.00
1/3/2008	34801	FRONTIER	PHONE SERVICE-POLICE	\$815.86
1/3/2008	34802	JIM'S MILLE LACS DISPOSAL	DECEMBER REFUSE	\$180.40
1/3/2008	34803	L.E.L.S.	POLICE UNION DUES	\$210.00
1/3/2008	34804	MII LIFE INCORPORATED	DISABILITY/LIFE	\$218.45
1/3/2008	34805	MILACA BLDG CENTER	SUPPLIES-PARKS-PW	\$146.90
1/3/2008	34806	MN BENEFITS	LIFE/DENTAL	\$626.24
1/3/2008	34807	SENTRY SYSTEMS, INC.	JANUARY FIRE ALARM MONITO	\$50.88
1/11/2008	34808	SELECT ACCOUNT-HSA	1ST QUARTER HSA CONTRIBUT	\$13,960.00
1/11/2008	34809	THE BANK OF ELK RIVER	HSA CONTRIBUTION-EMPLOYE	\$1,175.00
1/24/2008	34889	CHADER VOICE TECHNOLOGY	7 DIGITAL HANDHELD RECORD	\$3,452.00
1/31/2008	34890	GLOCK, INC.	2/5/08 - ARMORERS COURSE -	\$150.00
1/31/2008	34891	PARKER, SATROM & DONEGAN, P.A.	ECE ADMIN FEES FOR LOAN	\$2,246.00
1/31/2008	34892	STATE OF MN	REFUND OVERPAYMENT OF C	\$795.22
1/31/2008	34893	U.S. POSTAL SERVICE	JANUARY BILLS	\$201.35
1/31/2008	34894	BLUE CROSS BLUE SHIELD OF MINN	FEBRUARY MEDICAL INSURAN	\$11,972.00
Period 1				\$48,172.38
				\$48,172.38

CITY OF MILACA

General EFT

January 2008

Check Date	Check Nbr	Vendor Name	Comment	Check Amt
1/11/2008	8001	EFTPS-STATE TAXPAYMENT	STATE W/H	\$1,112.57
1/9/2008	8002	MN CHILD SUPPORT PAYMT CENTER	PAY DATE:01/09/08	\$292.10
1/9/2008	8003	AMERICAN FDS-EFTPS	DEFERRED COMP	\$2,047.22
1/11/2008	8004	EFTPS-FED TAXPAYMENT		\$6,334.27
1/23/2008	8005	GOVONE SOLUTIONS	PERA	\$5,359.85
1/9/2008	8006	GREAT WEST RETIREMENT SERVICES	PLAN# 98995-01 DIV# 625	\$150.00
1/11/2008	8007	EFTPS-STATE TAXPAYMENT	STATE W/H	\$132.86
1/11/2008	8008	EFTPS-FED TAXPAYMENT	FED W/H; FICA	\$731.67
1/23/2008	8009	GOVONE SOLUTIONS	PERA	\$287.46
1/23/2008	8010	EFTPS-STATE TAXPAYMENT	STATE W/H	\$1,182.91
1/23/2008	8011	MN CHILD SUPPORT PAYMT CENTER	PAY DATE:01-24-08	\$292.10
1/23/2008	8012	AMERICAN FDS-EFTPS	DEFERRED COMP	\$2,047.22
1/23/2008	8013	EFTPS-FED TAXPAYMENT		\$6,886.92
1/23/2008	8014	GOVONE SOLUTIONS	PERA	\$5,651.08
1/23/2008	8015	GREAT WEST RETIREMENT SERVICES	PLAN# 98995-01 DIV# 625	\$150.00
1/25/2008	8016	EFTPS-STATE TAXPAYMENT	STATE W/H	\$136.01
1/25/2008	8017	EFTPS-FED TAXPAYMENT	FED W/H; FICA	\$750.10
1/25/2008	8018	GOVONE SOLUTIONS	PERA	\$293.40
1/19/2008	8019	CENTERPOINT ENERGY MINNEGASCO	NOVEMBER NATURAL GAS	\$3,891.69
1/7/2008	8020	EAST CENTRAL ENERGY	NOVEMBER ELECTRICITY	\$9,514.25
1/15/2008	8021	MILACA LOCAL LINK	PHONE SERVICE	\$218.31
1/3/2008	8022	UNION SECURITY INSURANCE CO.		\$263.89
1/14/2008	8023	DEPT. OF LABOR AND INDUSTRY	4TH QTR SURCHARGE	\$3.75
1/28/2008	8024	UNITED CARRIER NETWORKS	NOVEMBER LONG DISTANCE	\$161.46
1/18/2008	8025	MN DEPT OF REVENUE	W/S SALES TAX	\$1,568.00
Period 1				\$49,438.99
				\$49,438.99

Motion to close funds No. 376 and 406 effective December 31, 2007. These funds were connected to the TIF District No. 1-2 that was decertified in 2007, and to move the remaining balance of \$18,380 to the economic development fund to be used in the development district.

RESOLUTION #08 - 07

RESOLUTION ASSESSING UNPAID WATER AND SEWER BILL AGAINST A
PROPERTY

BE IT RESOLVED that the following unpaid water and sewer bill be levied against the described property at a rate of 7 percent per annum.

\$111.89
Josh Schmit
555 3rd Ave SE
Milaca MN 56353

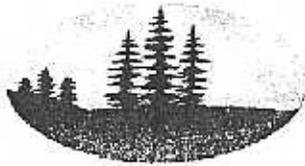
PID #21-036-2700

Adopted this 21st day of February, 2008

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

Date 1-23-08

Name of Organization ISD 912 Community Education

I, Carla Peterson, 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.

Carla Peterson
Authorized Officer of Organization

Carla Peterson
Designated Gambling Manager of Organization

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

True Name: Peterson Carla A
Last First Middle

Address: 500 Hwy 23 West, Milaca, MN 56353

Date of Birth: _____ Place of Birth: Mpls MN
Month Day Year City State

Home Telephone _____ Other Contact Number: 320-982-7142

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, Borholm, Dailey, Hayland, Milaca, Milo, Mudgett, or Page?	X	
Has your organization been in existence for at least 1 year?	X	

PLEASE COMPLETE BACK PAGE

RAFFLE INFORMATION

What is purpose of raffle/Bingo? Fundraising event

Place where raffle/Bingo will be held: Milaca Public Schools

Date(s) for sale of raffle: March 25, 2008 to April 13, 2008

Date(s) of Bingo being held: April 13, 2008 to April 13, 2008

Hours of raffle/Bingo: From 12:30 am/pm to 4:00 am/pm

.....
TO BE COMPLETED BY CITY OFFICIAL

Criminal History Requested By:	Date Criminal History Conducted:
Date of Request:	Criminal History Cleared: YES NO
Reason for Request:	Law Enforcement Signature:

City Manager Signature

Approved Denied

Date

Date Designated Gambling Manager Notified: _____

GAMBLING LICENSE APPLICATION

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

Application Date 1/24/08

Name of Organization Milaca ABE / Community Education

I, Diane Erickson, hereby submit this application for a license to conduct gambling in accordance with the provisions of the City of Milaca, Ordinance #186, and Minnesota Statutes Chapter 349.

Diane Erickson
Authorized Officer of Organization

Diane Erickson
Designated Gambling Manager of Organization

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

True Name: Erickson Diane M
Last First Middle

Address: 13374 170th Ave, Foreston MN 56330

Date of Birth: _____ Place of Birth: Mpls MN
Month / Day / Year City State

Home Telephone: _____

If yes, explain: _____

GAME INFORMATION

What games will you be playing? Raffle

Place where gambling games will be played: '08 Business Expo

Date(s) games will be played: Nov. 2, 2008

Hours of day games will be played: From 8 am/pm to 8 am/pm

Purpose of organization/games being played: Raise money for Community Ed Programs (through school)

City Manager Signature _____

Approved

Denied

Date _____

Requested by: <u>DE</u>	Date Criminal History Received: _____
Date of Request: <u>01.23.08</u>	Criminal History Clean: _____
Reason for Request: <u>Gambling Permit</u>	Law Enforcement Signature: <u>LA</u>



February 11, 2008

Mr. Greg Lerud, Manager
City of Milaca
225 1st Street East
Milaca, MN 56353

Re: 2008 Industrial Park Street Paving
Our File 472-06-129

Dear Greg:

As requested, we have prepared a cost estimate for the construction of approximately 1000 feet of 6th Ave. NE in the industrial park. The work would extend concrete curb and paving to the north entrance of the Heggies Pizza site. The work would also include grinding up the temporary bituminous mat that was installed last year and using that material as base material for the new paving.

The estimated cost for the construction is as follows:

Reclaim temp bituminous	\$ 4,000
Class 5	\$15,750
Concrete Curb	\$22,600
Bituminous	\$52,900
Structure Adjustments	\$ 1,250
Restoration	\$ 1,000
TOTAL EST. CONST.	\$97,500

Given the size of the estimated cost, the project will require formal advertisement for bids (as opposed to simply obtaining quotes). We could have a bid package ready by mid March. That would allow the City to obtain bids in early April, which would be a good time for getting competitive prices.

Feel free to contact Harlan Olson or me if you have any questions.

Sincerely,

BONESTROO

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

Phil Gravel, City Engineer

cc: Mr. Steve Burklund, Public Works

St. Paul
St. Cloud
Rochester
Milwaukee
Chicago

Engineers
Architects
Planners

ORDINANCE NO. 373

AN ORDINANCE ESTABLISHING THE MAXIMUM WIDTH OF RESIDENTIAL DRIVEWAYS

WHEREAS the Council directed staff to survey surrounding cities as to the permitted width of residential driveways; and,

WHEREAS the Planning Commission reviewed the survey results at its January 7 meeting and recommended the council increase the permitted driveway width on single-family homes from 20 feet to 26 feet; and duplex home driveways, where driveways are side-by-side, from 40 feet to 50 feet.

NOW THEREFORE, THE MILACA CITY COUNCIL ordains:

The maximum single-family residential driveway width shall be 26 feet at the street right-of-way. A duplex property, where driveways are side-by-side, shall have a maximum width of 50 feet at the street right-of-way.

This ordinance shall be effective upon passage and publication.

Adopted this ____ day of _____, 2008.

Mayor Harold Pedersen

ATTEST

Greg Lcrud, City Manager

First reading _____
Second reading _____
Published _____

RESOLUTION #07 – 49

A RESOLUTION APPROVING A VARIANCE TO EXCEED THE 20 FOOT
MAXIMUM DRIVEWAY WIDTH FOR LUGENE AND LUANN VEURINK

WHEREAS, Lugene and Luann Veurink are requesting for a variance to deviate from Sec. 156.083(G) City of Milaca's Zoning Ordinance. The property is located at 1318 3rd Avenue NE in the City of Milaca; and

WHEREAS, this property is located in a R-2, Residential zoning district and the zoning code states the maximum driveway width is 20 feet at the street right-of-way; and

WHEREAS, the Milaca Planning Commission held a public meeting on November 13, 2007, to allow for public input regarding the variance request.

NOW, THEREFORE, BE IT RESOLVED that the Milaca City Council hereby *grants* a variance to exceed the maximum driveway width requirement by 16 feet, making the maximum width of the driveway 36 feet.

Adopted this ____ day of _____, 2008.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

MILACA PLANNING COMMISSION

STAFF REPORT

Subject: 07-06

Owner: Lugene & LuAnn Veurink

Applicant: Lugene & LuAnn Veurink

Location: 1318 3rd Ave. NE

Existing Zoning: R-2 One & Two Family Residential

Request: Variance to exceed the maximum width of a residential driveway.

Date of Public Hearing: November 13, 2007

Reported By: Marshall Lind

Application Submitted:

The applicant has submitted an application, an explanation, pictures and drawings of the driveway.

Comments:

The applicant is asking for a variance to exceed the maximum driveway width requirement of 20 ft. City Ordinance 156.083 (G): Residential driveway width is a maximum 20 feet at the street right-of-way. This ordinance was passed on 7-21-05.

After the plan review was completed, I noticed how they had the driveway drawn on the plan and I called Mr. Veurink and explained what the ordinance was, that his driveway could only be 20 ft. wide at the road right-of-way. I explained that once on his property, the driveway could widen out to accommodate his garage. In Mr. Veurink's letter, he states that he heard 25 ft. for the width of the driveway, none of the ordinances mention a 25 ft. driveway, so I know I would of never told him that.

Mr. Veurink then went and put his driveway in, with the driveway being 30 ft. wide at it's smallest point and 36 ft. wide at the curb line. Even if he heard 25 ft., he still did not adjust his driveway.

Mr. Veurink also submitted pictures. In picture #1, this house has not been issued a Certificate of Occupancy, it is not finished, and they would also need to correct their driveway before it could be lived in. In picture #2, this house has also not been issued a Certificate of Occupancy, neither of the two houses followed the rules, and neither of them will have a final inspection until the driveway meets City Ordinance.

The house that is directly across from Mr. Veurink has a 3 stall garage and the driveway width at that house is 16 ft. wide at the road right-of way.

Sec. 156.167 Conditions for granting variances.

(A) (2) A variance may be granted when it is demonstrated that this action will be in keeping with the spirit and intent of this chapter and when the property in question cannot be put to a reasonable use if used under conditions allowed by the official controls, the plight of the landowner is due to circumstances unique to his or her property and not created by the landowner, and the variance, if granted, will not alter the essential character of the locality.

(B) Economic consideration alone shall not constitute an undue hardship if reasonable use of the property exists under the terms of the chapter. Undue hardship also includes, but is not limited to, inadequate access to direct sunlight for solar energy systems. A non-economic hardship shall exist by reason of one or more of the following:

(1) Narrowness, shallowness, or shape of a specific parcel of property or a lot existing and of record upon the effective date of this chapter;

(2) Exceptional topographic or water conditions of a specific parcel of land or lot; or

(3) Inadequate access to direct sunlight for solar energy systems.

(C) A variance may be granted for the above reasons when the strict application of the provisions of this chapter would result in exceptional difficulties in developing the property in a legally permissible manner. The City Council may impose conditions in granting the variance to insure compliance and to protect adjacent properties.

Staff Recommendation:

Because the applicant does not meet the conditions set by the zoning code in Sec.156.083 (G). The argument that he heard me wrong and still made the driveway larger, or that other people are breaking the rules, do not grant reasoning for a variance. Staff would have to recommend denying the variance request.

January Airport Advisory Commission Report

January 24, 2008

To: Mr. Greg Lerud

The Milaca Airport Advisory Commission held their January monthly meeting January 9th in the Pilots Lounge. The following commission members were present:

Ken Muller
Steve Nelson
Deb Frantz
Doug Ostien

The minutes of this meeting is attached for your review.

o **Chamber Meeting**

Met with the Chamber of Commerce "State of the City" and spoke about using the Airport as an asset for the city.

o **2008 Fly-In (August 9th and 10th)**

We will be working more on organizing the 2008 Fly-In after the 1st of the year. Plan to advertise this at some of the events the City or Chamber will be putting on.

o **Notes/Comments**

We also have an inquiry to use Milaca Airport as a base for a Sky-Diving Club. We have scheduled additional meetings to investigate this. The Club would build a Hangar at Milaca and base 1 or 2 planes here. The latest is they are working on financing this and we will have additional meetings to discuss this.

A Request for Quote (RFQ) for a Self Service Fuel/Facility has been submitted to 3 suppliers for these facilities. The State would fund 50% of these since they are revenue generating projects. After receiving the quotes, the projected costs and Return on investment can be calculated.

We received one Quote from (O'Day Inc.) and it seems excessively high (\$87,000.00). Spoke with the company salesperson and reviewed the quote. They have included many upgrades that are not needed an airport the size of the one in Milaca. After we get the remaining quotes we will have a better picture of the costs.

It would be good to have one of the Chamber lunch meetings at the Airport to get the Local Business's more familiar with the airport and how to use it to their advantage. I will be talking with Becky about this possibility.

Respectfully

Ken Muller

January 9, 2008

The meeting was called to order by Ken Muller at 6:10 P.M.

Minutes were read and motioned to approve by Deb Frantz and seconded by Doug Olsten.

Old Business:

Ken talked to Nick Polcheck. He is looking into financing for his parachuting school.

Fuel system:

Ken is expecting a quote on or about 1-10-2008 from ODay . They recommend a 4000 gal.

Underground tank.

Swan Co. will give a second quote and it's expected sometime on the week of the 17th.

The contact list is still in progress.

Gary is working on our FBO minimum standards. Ken found a MinDot sight with recommended minimum standards and he will forward it to Gary.

Hangar Conditions:

In reviewing the lease we should see if something can be worked out to improve/repair/replace the two hangars on the North side. They are in very poor shape.

New Business:

Ken went to the January Chamber meeting. They had a large crowd. Many questions were asked. Ken suggested having their luncheon at the airport. He gave them the number of planes and hangers on the field. They asked about advertising on the field. Ken will ask them to help with the 40th anniversary fly-in. They also asked about upgrading the Milaca Airport web sight.

We will look into having a live band for the Saturday night activities. We can hear them in Mora on February 8th or 9th.

The Legion can put on a pork chop feed the Saturday night of the fly-in.

We need to have a float in the Milaca parade and have flyers at the Classic Car show in the spring..

Steve Nelson made a motion to adjourn and was seconded by Deb Frantz.
The meeting was adjourned at 7:10 with 5 members present.

Respectfully submitted,
Steve Nelson

**COMMERCIAL-INDUSTRIAL
PURCHASE AGREEMENT**

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- 1. Date 2/5/2008
- 2. Page 1 of 1 pages

Received of City of Milaca by Greg Lerud
the sum of One Thousand (\$ 1,000.00) DOLLARS

Check as earnest money and in part payment for the purchase of property
(check cash or note state which)
at xxx 3rd Ave SW Milaca situated in the
County of Mille Lacs, State of Minnesota, and legally described as follows Lot 10 & N 1/2 Of Lot 11
Blk 3 & Part of Vac 3rd Ave SW Adjoining

together with the following personal property:

all of which property the undersigned has this day sold to Buyer for the sum of: Seventy Thousand
(\$ 70,000.00) DOLLARS, which Buyer agrees to pay in the following manner:
Earnest money herein paid \$ 1,000.00 and \$ 69,000.00, cash, on May 30th
20 08, the date of Closing and the balance of \$ 0 by financing as shown on the attached Addendum.

1. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a General Warranty Deed conveying marketable title to the property subject only to the following exceptions:
(a) building and zoning laws, ordinances, State and Federal regulations; (b) restrictions relating to use or improvement of the premises without effective forfeiture provision; (c) reservation of any minerals or mineral rights to the State of Minnesota; (d) utility and drainage easements which do not interfere with present improvements; (e) rights of tenants as follows:

2. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement. Real estate taxes payable in the years prior to closing shall be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

3. **SPECIAL ASSESSMENTS:**
 BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING **SELLER SHALL PAY** on the date of closing

(check one)
all installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing.
 BUYER SHALL ASSUME **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments levied as of the

(check one)
date of this Agreement.
 BUYER SHALL ASSUME **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as of the

(check one)
date of this Agreement for improvements that have been ordered by the City Council or any other governmental or private assessing authorities. (Seller's provision for payment shall be by payment into escrow of 1 1/2 times the estimated amount of the assessments.)
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: (a) assume payment of the pending special assessment without adjustment to the purchase price; or (b) require Seller to pay the pending special assessment (or escrow for payment of same a sum equal to 1 1/2 times the projected pending assessment) and Buyer shall pay a commensurate increase in the purchase price of the property, which increase shall be the same as the estimated amount of the assessment; or (c) declare this Purchase Agreement terminated by written notice to Seller or licensee representing or assisting Seller. If Buyer terminates this Purchase Agreement, Buyer and Seller shall immediately sign a cancellation of purchase agreement directing all earnest money paid hereunder to be refunded to Buyer. Seller shall pay on date of closing any deferred real estate taxes or special assessments payment of which is required as a result of the closing of this sale.

4. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the property herein including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated as of the date of closing. It shall be assumed that Buyer will own the property for the entire date of the closing.

COMMERCIAL-INDUSTRIAL
PURCHASE AGREEMENT

47. Address xxx 3rd Ave SW Milaca

48. Page 2

5. **DAMAGES TO REAL PROPERTY:** If there is any loss or damage to the property between the date hereof and the date of closing, for any reason, the risk of loss shall be on Seller. If the property is destroyed or substantially damaged before the closing, this Purchase Agreement shall terminate, at Buyer's option, if Buyer gives written notice to Seller or licensee representing or assisting Seller of such termination within thirty (30) days of the damage. Upon said termination, Buyer and Seller shall immediately sign a cancellation of purchase agreement directing all earnest money paid hereunder to be refunded Buyer.

6. **EXAMINATION OF TITLE:** Within a reasonable time after acceptance of this Purchase Agreement, Seller shall provide evidence of title to Buyer or Buyer's designated title service provider, which shall include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments, as follows:

IF THE PROPERTY IS ABSTRACT, Seller shall provide either (a) a commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota and Seller shall pay the costs of evidence of title for such title insurance policy, and Buyer shall pay the premium for any owner's policy or lender's policy issued by the title insurance company, the title examination fee and the fee for any endorsements or other coverages requested by Buyer; or (b) Abstract of Title certified to date. Seller shall pay for all abstracting fees and surrender any abstract in Seller's possession or control to Buyer at Closing.

IF THE PROPERTY IS TORRENS, Seller shall provide, at Buyer's option and request, either: (a) a Registered Property Abstract certified to date; or (b) a commitment for an owner's policy of title insurance on a current ALTA form issued by insurer licensed to write title insurance in Minnesota. Seller shall be responsible to pay, under either option, only those costs necessary to prepare the Registered Property Abstract or commitment. Buyer shall, at Buyer's option, pay for either an attorney's title opinion or the title insurance premium (for both an owner's policy and any lender's policy and the examination fee, together with the costs for any endorsements or other coverages requested by Buyer).

Buyer shall have ten (10) business days after receipt of the Abstract of Title, Registered Property Abstract or title insurance commitment to provide Seller, or licensee representing or assisting Seller, with written objections to title. Buyer shall be deemed to have waived any title objections not made within such ten (10) day period, except that this shall not operate as a waiver of Seller's covenant to deliver a Warranty Deed, if a Warranty Deed is specified in this Purchase Agreement. Seller shall use Seller's best efforts to correct any title objections noted by Buyer and to provide marketable title by the date of Closing. In the event Seller has not cured the title objections or otherwise provided marketable title by the date of Closing, Seller shall have an additional thirty (30) days to correct the title objections or otherwise make title marketable. Buyer may waive title objections or other defects by written notice to Seller or licensee representing or assisting Seller. In addition to the thirty (30) day extension, Buyer and Seller may by mutual agreement further extend the Closing date. Lacking such extension, either party may declare this Purchase Agreement terminated and neither party shall be liable for damages to the other. Buyer and Seller shall immediately sign a cancellation of purchase agreement directing all earnest money paid hereunder to be refunded to Buyer.

7. **POSSESSION:** Seller shall deliver possession of the property on the date of Closing.

8. **REPRESENTATIONS AND WARRANTIES:** See attached Addendum.

9. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

10. **SELLER CERTIFIES THAT SELLER** **DOES** **DOES NOT KNOW OF A PRIVATE SEWER SYSTEM ON OR SERVING**
-----*(check one)*-----
THE PROPERTY: (If answer is DOES, see Private Sewer System Disclosure.)

11. **SELLER CERTIFIES THAT SELLER** **DOES** **DOES NOT KNOW OF ANY WELLS ON OR SERVING THE PROPERTY.**
-----*(circle one)*-----
(If answer is DOES, see Well Disclosure Statement.)

12. **ADDENDA.** Attached are (number) 1 Addenda which are made a part of this Purchase Agreement.

13. **MISCELLANEOUS PROVISIONS.**

- (a) **Survival.** All of the warranties, representations and covenants of this Agreement shall survive and be enforceable after the closing.
- (b) **Entire Agreement; Modification.** This Purchase Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the property. There are no verbal agreements that change this Purchase Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.
- (c) **Successors and Assigns.** If this Purchase Agreement is assigned, all provisions of this Purchase Agreement shall be binding on successors and assigns.

14. **ACCEPTANCE DEADLINE.** This offer to purchase, unless accepted sooner, shall be null and void at 11:59 p.m., 2/15, 20 08, and in such event all earnest money shall be refunded to Buyer.

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96. Address 2/8/2008

97. Page 3

NOTICE

98. Tim Possin United Country-Milaca RE Represents Dual Agent
(Agent) (Company Name)

100. Brad Mailand United Country-Milaca RE Represents Dual Agent
(Agent) (Company Name)

101. _____ (Date) _____ (Date)
(Seller's Signature) (Buyer's Signature)

[Handwritten Signature]
[Handwritten Date: 02/08/08]

102. _____ (Buyer's Printed Name)
(Seller's Printed Name)

Gregory Lovell City Manager
(Buyer's Printed Name)

103. _____ (Social Security Number or Federal Tax ID number - optional) _____ (Marital Status)
(Social Security Number or Federal Tax ID number - optional) (Marital Status)

104. _____ (Date) _____ (Date)
(Seller's Signature) (Buyer's Signature)

105. _____ (Buyer's Printed Name)
(Seller's Printed Name)

106. _____ (Social Security Number or Federal Tax ID number - optional)
(Social Security Number or Federal Tax ID number - optional)

107. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

AMENDMENT TO PURCHASE AGREEMENT

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1. Date 2/8/2008

2. The undersigned parties to a Purchase Agreement, dated 2/8, 2008, pertaining to
3. the purchase and sale of the property at xxx 3rd Ave SW Milaca

4. _____

5. hereby mutually agree to amend said Purchase Agreement as follows:

6. This purchase agreement is subject to approval by the Milaca City Council

7. The Seller will remove all personal property prior to closing

8. This purchase agreement is subject to Milaca City Council Entering into a valid purchase agreement to acquire

9. the property located at 135 3rd Ave SW Milaca formerly known as the "Superior Feeds Building" currently owned

10. by Alois J Bilek

11. _____

12. _____

13. *E. J. Bilek* GD

14. _____

15. *Contingent upon Kas Hayes and AJ Bilek voiding*
16. *this agreement regarding the North 22 ft. of the*
17. *"Superior Feeds Building" lot, being transferred to*
18. *Greg & Pat Chapman.*

19. _____ GD

20. _____

21. _____

22. _____

23. _____

24. _____

25. _____

26. _____

27. _____

28. _____

29. _____

30. All other terms and conditions of the Purchase Agreement to remain the same.

31. _____ (Date) *Kas Hayes* 2-8-08
(Seller) (Date) (Buyer) (Date)

32. _____ (Date) _____ (Date)
(Seller) (Date) (Buyer) (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**
34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

COUNTEROFFER ADDENDUM

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1. Date 2-9-08
2. Page _____

3. Addendum to Purchase Agreement, Counteroffer Number 1
4. by Buyer Seller to the Purchase Agreement, dated 2-8, 20 08
5. and signed by Buyer, City of Milaca by Greg Lund
6. pertaining to the purchase and sale of the property located at xxx 3rd Ave SW Milaca

7. _____
8. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain
9. the same, as stated in the Purchase Agreement, except the following:

10. [CAUTION: This Counteroffer Addendum does not include the terms or conditions in any other
11. counteroffer.]

12. (Select appropriate changes from original offer.)

- 13. Sale price shall be \$ 82,000⁰⁰
- 14. Earnest money shall be a total of \$ _____
- 15. Cash of at least _____ percent (%) of the sale price, which includes the earnest money; PLUS;
- 16. Financing, the total amount secured against the property to fund the purchase, not to exceed _____
- 17. percent (%) of the sale price.
- 18. Final date to remove all contingencies shall be _____, 20 _____
- 19. Closing date shall be _____, 20 _____
- 20. Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ _____
- 21. Seller shall pay Buyer's closing costs, prepaids, insurance and _____
- 22. not to exceed \$ _____
- 23. Possession shall be on _____, 20 _____
- 24. Other: City will pay Survey Fee of \$1,700⁰⁰
- 25. Buyer will allow Seller 30 days after closing to remove personal
- 26. property
- 27. Seller will remove furnace & Generating System from property
- 28. This counter offer is good until 2-15-08

29. Ken Hanger 9 Feb 08 _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

30. Carole Hanger 2-9-08 _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

31. This Counteroffer Addendum is REJECTED COUNTERED _____
_____ (initial) (initial)
----- (Check one.) -----

32. ATTACH THIS COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.
33. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
34. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

BID TABULATION
CITY OF MILACA/MILACA FIRE DEPARTMENT
SELF-CONTAINED BREATHING APPARATUS

Bid opening: 10:00 a.m.
 February 22, 2008

BIDDER	AMOUNT	EXCEPTIONS
1. <u>Heiman</u>	A. <u>82,280</u>	<u>yes</u>
	B. _____	
Option Amt	<u>Includ.</u>	
2. <u>Metro Fire</u>	A. <u>81,192.59</u>	<u>No</u>
	B. _____	
Option Amt	<u>3584.00</u>	
3. _____	A. _____	_____
	B. _____	
Option Amt	_____	
4. _____	A. _____	_____
	B. _____	
Option Amt	_____	