

MILACA CITY COUNCIL AGENDA
FEBRUARY 21, 2013

6:30

Call meeting to order
Roll Call

Consent Agenda

Minutes of January 17 regular council meeting

Bills for payment

Resolution No. 13 – 05 Recognizing 2012 donations

Resolution No. 13 – 06 Budget adjustment

Planning commission appointments

Jesse Gerads - for a term to end December 31, 2015

Parks commission appointments

Dustin Hoepfer – for a term to end December 31, 2014

Tom Khamme – for a term to end December 31, 2014

City Treasurer's report

Citizens Forum

Public Hearing

Requests and Communications

Kevin Novotny – North Ambulance

Ordinances and Resolutions

Reports of Boards and Commissions

Planning commission

Economic Development commission

Airport commission

Parks commission

Downtown Initiative

Unfinished Business

New Business

Architect proposal – ambulance addition

Ambulance lease

Police squad – Todd Quaintance

Council Comments

Adjourn

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

MILACA CITY COUNCIL MINUTES
JANUARY 17, 2013 MEETING

The regular meeting of the Milaca City Council was called to order at 6:30 p.m. by Mayor Harold Pedersen. Pedersen, Muller, and Dillan all took the oath of office.

Upon roll call the following Council members were present: Muller, Dillan, and Bekius.

Staff present: Lerud, Halberg, Toven, and Schieffer

Others present: Scott Denham

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

1. Minutes of the December 20 regular meeting
2. General bills, 812271E-812275E, 812284E, #39068-39070, #39140-39145, #39152-39219, totaling \$718,515.50; Liquor bills, 912051E, #22404-22423, 22435, #22451-22466, totaling \$128,146.74.
3. Depositories
First National Bank of Milaca, Bremer Bank, Greater Minnesota Credit Union, Prudential-Bache, Salomon Smith Barney, Schoenberg, Kosel & Hjort, 4M Fund, any FDIC insured institution

Individuals authorized to conduct Electronic Funds Transfers

Tracy Gann

Greg Lerud

Mayor Protem

Dave Dillan

Newspaper

Mille Lacs County Times

Order of Succession for declaring an emergency

Pedersen – Dillan – Bekius – Muller – Johnson

Commission appointments

Planning Commission

Bekius

Economic Development Commission

Dillan and Muller

Building Official Joint Powers

Pedersen

Airport Commission

Muller

Parks Commission

Pedersen

Airport Commission appointments

Leo Voss term to end December 31, 2015

Doug Ostein term to end December 31, 2015

Ken Muller term to end December 31, 2015

4. RESOLUTION NO. 13 – 01 ASSESSING UNPAID FIRE SERVICE CHARGE (entire text appears in Resolution book.)
5. RESOLUTION NO. 13 – 02 ASSESSING UNPAID WATER AND SEWER CHARGES (entire text appears in Resolution book.)
6. RESOLUTION NO. 13 – 03 WRITING OFF NSF CHECKS (entire text appears in Resolution book.)
7. RESOLUTION NO. 13 – 04 APPROVING 2012 BUDGET ADJUSTMENTS (entire text appears in Resolution book.)
8. Approve publishing Ordinance No. 396 in summary form.
9. Approve City Treasurer's report.

All present voted in favor.

No one was present for citizen's forum.

Council member Norris Johnson arrived at 6:35 p.m.

Mayor Pedersen opened the hearing regarding the appeal of a dangerous dog determination. Toven said that the council has received two police reports regarding dog bite complaints for a dog owned by Scott Denham. Toven said the first attack occurred in August, 2011, when the dog bit the paperboy on the back of the leg. The second attack occurred in December, 2012, when the dog bit a person who came to the property to conduct a survey. He said in the second incident, the dog held on while the person called 911, and the person needed stitches. Toven passed around a picture of the bite wound.

Toven said that after the second attack, the Chief of Police made the determination that the dog was dangerous and ordered its removal from the city, or its destruction, and sent a letter to Mr. Denham. Toven said that according to the city code, a dog can be deemed dangerous under five circumstances, and this dog caused both bodily injury, and also attacked two people on two separate circumstances. He said that the council has entrusted the animal control duties to the Chief of Police, and to trust his judgment on determining whether or not an animal is dangerous. He said that the Chief has determined that the animal is dangerous, and urged the council to support the determination made by the Chief.

Scott Denham said that the Chief of Police has never contacted him, and the only officer he has had contact with was officer Minks, and she responded on both occasions. He asked if anyone has the right to pass his threshold without his permission. He said that both incidents occurred in the garage. The first time, Denham said he was in the garage, and the paperboy opened the service door. He said he told the kid to leave, but before he could grab the dog, the dog bit the paperboy's leg. Denham said that the dog was in the garage on both occasions, and the people entered his garage. Denham said that the animal was previously abused, and when it is startled, what is it supposed to do? He said that he wanted to know how the animal was unprovoked. He said these people opened his service door and crossed his threshold. He said following the first bite, he posted a sign on the garage service door that says, "No soliciting, no trespassing, stay off the driveway."

Denham said if the dog was dangerous or vicious he would not let it play with other dogs or his kids. He said that only one side of these incidents was investigated. He said the officers never spoke to him about either attack. He said that officer Minks only asked for proof of rabies vaccination after the first bite, and on the second one he said that she said she didn't even want to hear that the person was on his property. He said he didn't think that was fair.

Mayor Pedersen asked if there were restrictions that the council could put on the animal, rather than order it out of town or have it destroyed. Council member Dillan said that there are two separate incidents, two separate reports, and two separate people involved. Three of the people involved say the same thing happened, and one other person has given a different version. Dillan asked Denham if the dog is normally outside. Denham said the dog is not normally outside, and when it is chained, can only get three or four feet outside the door.

Council member Muller said he thought the bite was a very serious attack, and the fact that it happened on two separate occasions, he would be concerned about the liability to both him and the city. Mayor Pedersen asked if restrictions can be put on the animal, or if the council could deny future animals to Mr. Denham. Toven said that the city can put restrictions on the animal if it chooses, but the council cannot restrict a person's right to own an animal unless there is some underlying legal issue. Toven said he too would be concerned about future liability in allowing this animal to stay in the city. He said that the similarity of the accounts of the two separate attacks by two different people is cause for concern. Toven said he understands Mr. Denham's frustration about the investigation, but that does not mean the investigation was wrong.

Mayor Pedersen closed the hearing.

Motion by Dillan, second by Muller to support the Chief's determination regarding the dog, and his order to have the animal removed from city limits, or destroyed. Upon voting motion passed four to one, with Mayor Pedersen voting against.

Motion by Bekius, second by Johnson to set a deadline of 14 days from today for enforcement of the chief's order regarding this dog, unanimous consent.

A letter from the city engineer regarding a scoping project for SW River Drive was presented. Council member Johnson asked if the scoping study could examine which lots, either based on size or location, would have difficulty in having an onsite system. He said it would be useful to know the percentage of lots that do not have onsite options. Lerud said he would make sure the engineer examined that question in this initial scoping study. Motion by Dillan, second by Johnson to approve the scoping study as presented for a not-to-exceed price of \$1800, unanimous consent.

Lerud presented FEMA maps for the updated flood map. He said that FEMA started the updating process a couple of years ago, and the proposed ordinance came from them and the DNR. He said that

he did not believe they ever came to the city, and there were no changes to the flood zone compared to the 1981 map.

Motion by Bekius, second by Johnson to dispense with the first reading, hold the second reading, and pass ordinance No. 397

ORDINANCE NO. 397

CITY OF MILACA FLOOD PLAIN MANAGEMENT ORDINANCE THREE DISTRICT, ONE-MAP FORMAT

Upon voting, all voted in favor.

Council member Bekius said there was no planning commission meeting in January.

Lerud said the minutes of last month's economic development commission were in the packet, and the group meets tomorrow morning.

Council member Muller said there was no meeting last month, but the flyer and advertising for the August 10 fly-in is on the website and other locations.

Mayor Pedersen said Rec Fest planning and the parks commission has been separated, so he will not be reporting on Rec Fest. He said the commission will begin engaging in long term planning, and acting as an advisory board to the council. Council member Dillan said that Zach Jorgensen has prepared some renderings for the band shell and surrounding area that will begin the discussion of the improvements in that area.

Council member Dillan said the downtown group was waiting on some downtown street lighting options before evaluating possible projects.

Lerud said the Tower lease is still being negotiated, and planned to have it on the February agenda for council consideration.

Lerud said the police issued a no trespass order for an individual who was driving off the road and around the band shell in Rec Park. He said that the council must either approve or deny the trespass order given by the Chief of Police. Motion by Johnson, second by Dillan to support the trespass order for the individual in ICR 12002721, unanimous consent.

Motion by Muller, second by Johnson to publish Ordinance No. 397 in summary form, unanimous consent.

City Attorney Schieffer said a mediation session is scheduled for the city's lawsuits regarding Boulder Ridge and Fieldstone Greene, and one of the requirements of these sessions is that both parties have a

person there with final settlement authority. Motion by Muller, second by Bekius to designate the City Manager as the city's representative with final settlement authority at the hearing, unanimous consent.

Mayor Pedersen called for Council comments. Council member Bekius asked why matters like the dog case tonight come before the council. He said that the city employs a police department to make these enforcement decisions, and that the court system seems to be better equipped to handle these appeals. Schieffer said that the council hears these matters mostly based on tradition. He said he was not sure of the statute language, but if it permitted it to be put in the court system, is that something the council would like. The consensus of the council was to look at that option.

Council member Dillan said Sno Dayz will be on February 9, with a lot of activities being planned.

Council member Muller said he stopped by the Drive in to welcome the new owners and thank them for coming to town. He asked if the Chamber has a welcome committee. Lerud said they used to, and maybe still do, but the city should also welcome new businesses. In this case, since the business is still renovating and not yet open, he thought that the welcome would come once the doors are open.

With no other business a motion to adjourn was made by Johnson, second by Muller, all voted in favor and the meeting adjourned at 8:28 p.m.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

***Check Detail Register©**

JANUARY 2013

| | | Check Amt | Invoice | Comment |
|--|------------------|--------------------|--------------|--------------------------------|
| 10100 General Bank | | | | |
| Paid Chk# 813010E 1/18/2013 CENTERPOINT ENERGY | | | | |
| G 208-20200 | Accounts Payable | \$200.08 | 5813915 | NATURAL GAS-SR CENTER |
| G 101-20200 | Accounts Payable | \$166.44 | 5817670 | NATURAL GAS-HISTORICAL SOCIETY |
| G 101-20200 | Accounts Payable | \$758.41 | 5826633 | NATURAL GAS-PW |
| G 101-20200 | Accounts Payable | \$136.91 | 5831068 | NATURAL GAS-CITY HALL |
| G 101-20200 | Accounts Payable | \$144.89 | 6122593 | NATURAL GAS-FIRE |
| G 602-20200 | Accounts Payable | \$243.86 | 6672186 | NATURAL GAS-WATER TRMT |
| G 101-20200 | Accounts Payable | \$395.75 | 7142283 | NATURAL GAS-LIBRARY |
| Total CENTERPOINT ENERGY | | \$2,046.34 | | |
| Paid Chk# 813011E 1/7/2013 EAST CENTRAL ENERGY | | | | |
| G 603-20200 | Accounts Payable | \$43.00 | 201875902 | ELECTRIC |
| G 603-20200 | Accounts Payable | \$76.22 | 203981301 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$3,078.63 | 204619700 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$32.06 | 205400900 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$1,131.70 | 206041500 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$636.72 | 206085200 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$570.39 | 206734200 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$32.06 | 5379600 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$215.89 | 5448100 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$63.71 | 6302100 | ELECTRIC |
| G 603-20200 | Accounts Payable | \$81.73 | 6678100 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$414.55 | 6751501 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$594.79 | 7546001 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$844.11 | 8145502 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$69.09 | 830700 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$103.63 | 831000 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$241.58 | 831300 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$629.28 | 831500 | ELECTRIC |
| G 603-20200 | Accounts Payable | \$589.29 | 832000 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$204.44 | 832100 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$130.41 | 832400 | ELECTRIC |
| G 603-20200 | Accounts Payable | \$81.95 | 832500 | ELECTRIC |
| G 603-20200 | Accounts Payable | \$108.50 | 832600 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$249.44 | 833100 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$118.52 | 833300 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$32.06 | 833400 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$50.45 | 833600 | ELECTRIC |
| G 208-20200 | Accounts Payable | \$187.41 | 9084202 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$200.40 | 970110800 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$33.64 | 97017300 | ELECTRIC |
| Total EAST CENTRAL ENERGY | | \$10,845.65 | | |
| Paid Chk# 813012E 1/15/2013 MILACA LOCAL LINK | | | | |
| G 619-20200 | Accounts Payable | \$131.39 | 320-982-1099 | PHONE SERVICE-DEP REG |
| G 101-20200 | Accounts Payable | \$44.29 | 320-982-1549 | ALARM LINE - LIBRARY |
| G 101-20200 | Accounts Payable | \$88.48 | 320-982-3465 | PHONE SERVICE-FIRE |
| Total MILACA LOCAL LINK | | \$264.16 | | |
| Paid Chk# 813013E 1/7/2013 UNION SECURITY INSURANCE CO. | | | | |
| G 101-21707 | Disability | \$379.79 | 4022335-0-1 | LTD-JAN 2013 |
| Total UNION SECURITY INSURANCE CO. | | \$379.79 | | |
| Paid Chk# 813014E 1/18/2013 MN DEPT OF REVENUE | | | | |
| G 101-20200 | Accounts Payable | \$7.00 | 8023854 | 4TH QTR SALES TAX-RES FEE |
| G 101-20200 | Accounts Payable | \$10.00 | 8023854 | 4TH QTR SALES TAX-SP SEARCHES |
| G 619-20200 | Accounts Payable | \$23.00 | 8023854 | 4TH QTR SALES TAX-MANUALS |

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JANUARY 2013

| | Check Amt | Invoice | Comment |
|---------------------------------|-------------------|---------|--------------------------------|
| G 602-20200 Accounts Payable | \$5.00 | 8023854 | 4TH QTR SALES TAX-WATER PARTS |
| G 101-20200 Accounts Payable | \$2.00 | 8023854 | 4TH QTR SALES TAX-GEN RECEIPTS |
| G 602-20800 Sales Tax Payable | \$1,281.00 | 8023854 | W/S SALES TAX |
| Total MN DEPT OF REVENUE | \$1,328.00 | | |

| Paid Chk# 813015E 1/31/2013 INCONTACT INC | | | |
|---|-----------------|---------|---------------------------------|
| E 101-42280-321 Telephone | \$8.28 | 4020342 | LONG DISTANCE SERVICE-FIRE |
| E 101-41940-321 Telephone | \$35.13 | 4020370 | LONG DISTANCE SERVICE-CITY HALL |
| E 101-43000-321 Telephone | \$17.92 | 4020375 | LONG DISTANCE SERVICE-PW |
| E 101-42110-321 Telephone | \$34.75 | 4021370 | LONG DISTANCE SERVICE-PD |
| E 619-49900-321 Telephone | \$5.27 | 4021396 | LONG DISTANCE SERVICE-DEP REG |
| E 602-49400-321 Telephone | \$0.20 | 4021432 | LONG DISTANCE SERVICE-WATER |
| E 101-45200-321 Telephone | \$12.88 | 4580547 | LONG DISTANCE SERVICE-PARKS |
| Total INCONTACT INC | \$114.43 | | |

| Paid Chk# 813016E 1/18/2013 MN DEPT OF LABOR & INDUSTRY | | | |
|---|--------------------|--|-------------------|
| G 607-20200 Accounts Payable | \$128.35 | | 4TH QTR SURCHARGE |
| Total MN DEPT OF LABOR & INDUSTRY | \$128.35 | | |
| 10100 General Bank | \$15,106.72 | | |

Fund Summary

| 10100 General Bank | |
|------------------------------|--------------------|
| 101 GENERAL FUND | \$9,445.58 |
| 208 CHARITABLE GAMBLING FUND | \$387.49 |
| 602 WATER FUND | \$4,004.95 |
| 603 SEWER FUND | \$980.69 |
| 607 BLDG INSPECTION FUND | \$128.35 |
| 619 DEPUTY REGISTRAR FUND | \$159.66 |
| | \$15,106.72 |

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FEBRUARY 2013

Check Amt Invoice Comment

10100 General Bank

| Paid Chk# | Date | Vendor | Check Amt | Invoice | Comment |
|---------------------------|-----------|--|------------|--------------|---------------------------------|
| 10100 General Bank | | | | | |
| Paid Chk# 039232 | 2/21/2013 | AMAZON | | | |
| E 101-41110-201 | | Accessories (paper, pens, etc) | \$130.80 | 111761773107 | MINUTE BOOK |
| E 101-42110-240 | | Small Tools and Minor Equip | \$66.27 | 276150369624 | OXYGEN TANK |
| E 101-42110-240 | | Small Tools and Minor Equip | \$66.27 | 276153364985 | OXYGEN TANK |
| | | Total AMAZON | \$263.34 | | |
| Paid Chk# 039233 | 2/21/2013 | AMERICAN LEGAL PUBLISHING CORP | | | |
| E 101-41940-310 | | Other Professional Services | \$350.00 | 90912 | INTERNET ORDINANCE CODE RENEWAL |
| | | otal AMERICAN LEGAL PUBLISHING CORP | \$350.00 | | |
| Paid Chk# 039234 | 2/21/2013 | AMERIPRIDE | | | |
| E 101-45500-310 | | Other Professional Services | \$27.91 | 2200334905 | RUGS-LIBRARY |
| E 101-41940-310 | | Other Professional Services | \$9.20 | 2200334906 | RUGS-CITY HALL |
| E 619-49900-310 | | Other Professional Services | \$19.55 | 2200334906 | RUGS-DEP REG |
| E 101-45500-310 | | Other Professional Services | \$27.91 | 2200340059 | RUGS-LIBRARY |
| E 619-49900-310 | | Other Professional Services | \$19.55 | 2200340060 | RUGS-DEP REG |
| E 101-41940-310 | | Other Professional Services | \$9.20 | 2200340060 | RUGS-COTY HALL |
| | | Total AMERIPRIDE | \$113.32 | | |
| Paid Chk# 039235 | 2/21/2013 | ARCHIBALD, JOHN | | | |
| E 101-43000-321 | | Telephone | \$120.00 | | 2013 CELL PHONE |
| | | Total ARCHIBALD, JOHN | \$120.00 | | |
| Paid Chk# 039236 | 2/21/2013 | BANK OF ZUMBROTA | | | |
| E 381-47000-604 | | Airport Loan Payment | \$2,000.00 | 99126398 | AIRPORT FUEL SYS-MICRO LOAN |
| E 381-47000-610 | | Interest Expense | \$315.00 | 99126398 | AIRPORT FUEL SYS-MICRO LOAN |
| | | Total BANK OF ZUMBROTA | \$2,315.00 | | |
| Paid Chk# 039237 | 2/21/2013 | BAN-KOE SYSTEMS, INC. | | | |
| E 101-41940-310 | | Other Professional Services | \$325.00 | 71046 | FIRE ALARM SYSTEM SUPPORT |
| | | Total BAN-KOE SYSTEMS, INC. | \$325.00 | | |
| Paid Chk# 039238 | 2/21/2013 | BERTELSON TOTAL OFFICE SOLUTN | | | |
| E 101-41940-217 | | Other Operating Supplies | \$42.74 | WO-825556-1 | TOILET PAPER-CITY HALL |
| E 101-45500-217 | | Other Operating Supplies | \$42.74 | WO-825556-1 | TOILET PAPER-LIBRARY |
| E 101-43000-215 | | Shop Supplies | \$33.65 | WO-825609-1 | PAPER TOWELS-PW |
| E 101-43000-215 | | Shop Supplies | \$42.74 | WO-825609-2 | TOILET PAPER-PW |
| | | Total BERTELSON TOTAL OFFICE SOLUTN | \$161.87 | | |
| Paid Chk# 039239 | 2/21/2013 | BILLINGS SERVICE | | | |
| E 602-49400-212 | | Auto Expense (Fuel/Repair) | \$27.79 | | GAS-WATER |
| E 101-43000-212 | | Auto Expense (Fuel/Repair) | \$875.94 | | GAS-PW |
| E 101-42280-212 | | Auto Expense (Fuel/Repair) | \$275.95 | | GAS-FIRE |
| E 101-45200-212 | | Auto Expense (Fuel/Repair) | \$329.29 | | GAS-PARKS |
| E 101-41940-217 | | Other Operating Supplies | \$39.10 | | GAS-CITY |
| | | Total BILLINGS SERVICE | \$1,548.07 | | |
| Paid Chk# 039240 | 2/21/2013 | CORNER MART | | | |
| E 101-43000-212 | | Auto Expense (Fuel/Repair) | \$458.60 | | GAS-PW |
| E 101-45200-212 | | Auto Expense (Fuel/Repair) | \$254.40 | | GAS-PARKS |
| E 700-50000-212 | | Auto Expense (Fuel/Repair) | \$179.77 | | GAS-JP |
| E 101-42110-212 | | Auto Expense (Fuel/Repair) | \$1,207.01 | | GAS-POLICE |
| E 602-49400-212 | | Auto Expense (Fuel/Repair) | \$83.75 | | GAS-WATER |
| | | Total CORNER MART | \$2,183.53 | | |
| Paid Chk# 039241 | 2/21/2013 | DAVES EXCAVATING | | | |
| E 602-49400-310 | | Other Professional Services | \$2,200.00 | | REPAIR WATER MAIN |

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FEBRUARY 2013

| | | Check Amt | Invoice | Comment |
|--|-----------------------------|------------|--|----------------------------------|
| Total DAVES EXCAVATING | | \$2,200.00 | | |
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| Paid Chk# | 039242 | 2/21/2013 | DOVE FRET LAND & VAN VALKENBURG | |
| E 212-49000-437 | Other Miscellaneous | \$75.55 | 63719 | GREAT FAVOR PROPERTIES |
| E 202-46400-444 | Boulder Ridge | \$236.25 | 63731 | BOULDER RIDGE BOND FORFEITURE |
| E 203-46400-447 | Ringham 1st Addn | \$168.75 | 63732 | FIELDSTONE GREEN BOND FORFEITURE |
| E 101-41610-304 | Legal Fees | \$875.00 | 63739 | CIVIL RETAINER |
| E 101-41610-304 | Legal Fees | \$3,118.20 | 63740 | CRIMINAL RETAINER |
| tal DOVE FRET LAND & VAN VALKENBURG | | \$4,473.75 | | |
| <hr/> | | | | |
| Paid Chk# | 039243 | 2/21/2013 | E.C.M. PUBLISHERS, INC. | |
| E 211-49000-343 | Other Advertising | \$31.20 | 113133 | RCCF AD-HCP |
| E 211-49000-343 | Other Advertising | \$23.40 | 113216 | RCCF AD-HCP |
| E 211-49000-343 | Other Advertising | \$23.40 | 113314 | RCCF AD-HCP |
| E 211-49000-343 | Other Advertising | \$23.40 | 113418 | RCCF AD-HCP |
| E 101-41110-351 | Legal Notices Publishing | \$55.20 | 113505 | ORDINANCE 396 AD |
| E 101-41110-351 | Legal Notices Publishing | \$124.20 | 113506 | ORDINANCE 397 AD |
| G 211-20200 | Accounts Payable | \$47.40 | 260279 | RCCF AD-HCP |
| G 101-20200 | Accounts Payable | \$24.75 | 260375 | WARMING HOUSE ATTENDANT AD |
| E 211-49000-343 | Other Advertising | \$35.55 | 260626 | RCCF AD-HCP |
| E 211-49000-343 | Other Advertising | \$35.55 | 260920 | RCCF AD-HCP |
| E 211-49000-343 | Other Advertising | \$35.55 | 261187 | RCCF AD-HCP |
| Total E.C.M. PUBLISHERS, INC. | | \$459.60 | | |
| <hr/> | | | | |
| Paid Chk# | 039244 | 2/21/2013 | FRONTIER | |
| E 602-49400-321 | Telephone | \$1.92 | 320-983-0121 | PHONE SVC-WATER |
| E 101-49810-321 | Telephone | \$50.09 | 320-983-2648 | PHONE SVC-AIRPORT |
| E 101-41940-321 | Telephone | \$192.45 | 320-983-3141 | PHONE SVC-CITY HALL |
| E 101-45500-321 | Telephone | \$16.20 | 320-983-3141 | PHONE SVC-LIBRARY |
| E 101-41940-321 | Telephone | \$44.03 | 320-983-3142 | PHONE SVC-CITY HALL |
| E 619-49900-321 | Telephone | \$92.54 | 320-983-3143 | PHONE SVC-DEP REG |
| E 101-42280-321 | Telephone | \$49.48 | 320-983-3465 | PHONE SVC-FIRE |
| E 101-45200-321 | Telephone | \$45.93 | 320-983-5729 | PHONE SVC-PARKS |
| E 602-49400-321 | Telephone | \$146.26 | 320-983-6134 | PHONE SVC-WATER |
| E 101-42110-321 | Telephone | \$96.91 | 320-983-6166 | PHONE SVC-POLICE |
| E 101-45200-321 | Telephone | \$95.95 | 320-983-6241 | PHONE SVC-WARMING HSE |
| E 101-43000-321 | Telephone | \$104.01 | 320-983-6547 | PHONE SVC-PW |
| Total FRONTIER | | \$935.77 | | |
| <hr/> | | | | |
| Paid Chk# | 039245 | 2/21/2013 | GK CONSULTING LLC | |
| E 101-41940-309 | EDP, Software and Design | \$800.00 | 201 | FEB NETWORK |
| Total GK CONSULTING LLC | | \$800.00 | | |
| <hr/> | | | | |
| Paid Chk# | 039246 | 2/21/2013 | GOPHER STATE ONE CALL | |
| E 602-49400-310 | Other Professional Services | \$100.00 | 61311 | ANNUAL FEE |
| E 602-49400-310 | Other Professional Services | \$4.35 | 62283 | JAN LOCATES |
| Total GOPHER STATE ONE CALL | | \$104.35 | | |
| <hr/> | | | | |
| Paid Chk# | 039247 | 2/21/2013 | GRAINGER | |
| E 602-49400-217 | Other Operating Supplies | \$94.46 | 9043870576 | LIGHT BULBS-WATER |
| E 101-43000-217 | Other Operating Supplies | \$71.62 | 9059188962 | HVAC MOTOR-PW |
| Total GRAINGER | | \$166.08 | | |
| <hr/> | | | | |
| Paid Chk# | 039248 | 2/21/2013 | HARDY AUTO PARTS | |
| E 101-43000-215 | Shop Supplies | \$24.73 | 97772 | SHOP SUPPLIES-PW |
| Total HARDY AUTO PARTS | | \$24.73 | | |
| <hr/> | | | | |
| Paid Chk# | 039249 | 2/21/2013 | HAWKINS, INC. | |

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| E 602-49400-216 | Chemicals and Chem Products | | \$2,661.36 | 3433484 | CHEMICALS |
| E 602-49400-217 | Other Operating Supplies | | \$28.41 | 3433539 | PUMP TUBE |
| | Total HAWKINS, INC. | | \$2,689.77 | | |
| <hr/> | | | | | |
| Paid Chk# 039250 | 2/21/2013 | HD SUPPLY WATERWORKS, LTD | | | |
| E 602-49400-218 | Parts - Water Dept. | | \$154.97 | 6025440 | WATER PARTS |
| | Total HD SUPPLY WATERWORKS, LTD | | \$154.97 | | |
| <hr/> | | | | | |
| Paid Chk# 039251 | 2/21/2013 | HJORT EXCAVATING | | | |
| E 602-49400-310 | Other Professional Services | | \$3,267.61 | 2013.000 | WATER MAIN RPR-640 CENTRAL AVE S |
| | Total HJORT EXCAVATING | | \$3,267.61 | | |
| <hr/> | | | | | |
| Paid Chk# 039252 | 2/21/2013 | HUNT, SADIE | | | |
| E 101-42110-437 | Other Miscellaneous | | \$80.00 | | TOBACCO COMPLIANCE |
| | Total HUNT, SADIE | | \$80.00 | | |
| <hr/> | | | | | |
| Paid Chk# 039253 | 2/21/2013 | HY-TECH AUTOMOTIVE | | | |
| E 101-42110-212 | Auto Expense (Fuel/Repair) | | \$38.62 | 14338 | SQUAD 11 MAINTENANCE |
| E 101-42110-212 | Auto Expense (Fuel/Repair) | | \$38.62 | 14346 | SQUAD 09 MAINTENANCE |
| | Total HY-TECH AUTOMOTIVE | | \$77.24 | | |
| <hr/> | | | | | |
| Paid Chk# 039254 | 2/21/2013 | JENSEN - ANDERSEN | | | |
| E 101-45200-437 | Other Miscellaneous | | \$134.40 | 2415 | WATER FOUNTAIN-TRIMBLE PARK |
| | Total JENSEN - ANDERSEN | | \$134.40 | | |
| <hr/> | | | | | |
| Paid Chk# 039255 | 2/21/2013 | K.E.E.P.R.S. | | | |
| G 101-20200 | Accounts Payable | | (\$254.99) | 185819-80 | CREDIT-UNIFORMS |
| E 101-42110-434 | Uniforms | | \$88.60 | 201549-01 | UNIFORM-MINKS |
| E 101-42110-434 | Uniforms | | \$101.99 | 201549-02 | UNIFORM-MINKS |
| E 101-42110-434 | Uniforms | | \$289.60 | 203852 | UNIFORMS |
| E 101-42110-434 | Uniforms | | \$414.78 | 204596 | UNIFORM-HALBERG |
| | Total K.E.E.P.R.S. | | \$639.98 | | |
| <hr/> | | | | | |
| Paid Chk# 039256 | 2/21/2013 | KATKE, DELORIS | | | |
| E 101-41940-201 | Accessories (paper, pens, etc) | | \$40.16 | | POSTAGE LABELS-REIMBURSE |
| E 101-41940-201 | Accessories (paper, pens, etc) | | \$12.70 | | REFILL INK CARTRIDGES |
| | Total KATKE, DELORIS | | \$52.86 | | |
| <hr/> | | | | | |
| Paid Chk# 039257 | 2/21/2013 | KIRVIDA FIRE INC | | | |
| E 101-42280-221 | Equipment Parts/Repairs | | \$178.00 | 3146 | 1994 PUMPER REPAIR |
| E 101-42280-221 | Equipment Parts/Repairs | | \$272.12 | 3147 | 1994 PUMPER REPAIR |
| E 101-42280-221 | Equipment Parts/Repairs | | \$639.74 | 3148 | 2009 PUMPER REPAIR |
| E 101-42280-221 | Equipment Parts/Repairs | | \$1,472.64 | 3149 | 2003 TANKER REPAIR |
| | Total KIRVIDA FIRE INC | | \$2,562.50 | | |
| <hr/> | | | | | |
| Paid Chk# 039258 | 2/21/2013 | KLM ENGINEERING, INC. | | | |
| E 602-49400-310 | Other Professional Services | | \$2,055.00 | 4737 | AT&T ANTENNA ASSESSMENT |
| | Total KLM ENGINEERING, INC. | | \$2,055.00 | | |
| <hr/> | | | | | |
| Paid Chk# 039259 | 2/21/2013 | KOCHS HARDWARE HANK | | | |
| E 101-42110-437 | Other Miscellaneous | | \$102.51 | | KENNEL EQUIP-POLICE |
| E 208-49010-437 | Other Miscellaneous | | \$10.63 | | FURNACE PARTS-SR CTR |
| E 101-45200-215 | Shop Supplies | | \$100.28 | | SHOP SUPPLIES-PARKS |
| E 101-45200-437 | Other Miscellaneous | | \$202.00 | | TRIMBLE BRIDGE |
| E 101-45200-437 | Other Miscellaneous | | \$74.55 | | WARMING HSE PARTS-PARKS |
| E 101-45200-221 | Equipment Parts/Repairs | | \$61.89 | | PARTS-PARKS |
| E 101-45200-434 | Uniforms | | \$48.93 | | UNIFORMS-PARKS |
| E 101-43000-221 | Equipment Parts/Repairs | | \$58.23 | | SWEEPER PARTS-PW |
| E 101-43000-215 | Shop Supplies | | \$322.08 | | SHOP SUPPLIES-PW |

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| E 602-49400-217 | Other Operating Supplies | \$114.27 | | SUPPLIES-WATER |
| Total KOCHS HARDWARE HANK | | \$1,095.37 | | |
| Paid Chk# 039260 | 2/21/2013 LAKE ASSOCIATES | | | |
| G 407-20200 | Accounts Payable | \$28,520.05 | | DEVELOPERS 90%-TIF2-6 (75) |
| Total LAKE ASSOCIATES | | \$28,520.05 | | |
| Paid Chk# 039261 | 2/21/2013 LIND, MARSHALL | | | |
| E 700-50000-208 | Training and Travel | \$14.76 | | AGGR PROD TRNG-1/29-31 |
| Total LIND, MARSHALL | | \$14.76 | | |
| Paid Chk# 039262 | 2/21/2013 M.D.R.A. | | | |
| E 619-49900-433 | Dues and Subscriptions | \$253.00 | | 2013 ANNUAL DUES-DEP#093 |
| Total M.D.R.A. | | \$253.00 | | |
| Paid Chk# 039263 | 2/21/2013 M.E. PLUMBING & HEATING | | | |
| E 101-45500-310 | Other Professional Services | \$111.85 | 34042 | WOMENS TOILET REPAIR-LIBRARY |
| E 208-49010-310 | Other Professional Services | \$1,427.00 | 34050 | FURNANCE REPAIR-SR CTR |
| Total M.E. PLUMBING & HEATING | | \$1,538.85 | | |
| Paid Chk# 039264 | 2/21/2013 MACQUEEN EQUIPMENT | | | |
| E 101-43000-221 | Equipment Parts/Repairs | \$663.92 | 2130900 | PARTS-PW |
| E 101-43000-221 | Equipment Parts/Repairs | \$354.22 | 2130943 | PARTS-PW |
| Total MACQUEEN EQUIPMENT | | \$1,018.14 | | |
| Paid Chk# 039265 | 2/21/2013 MED-COMPASS, INC. | | | |
| E 101-42280-305 | Medical and Dental Fees | \$1,692.50 | 20844 | 21 SCBA EXAMS/15 FIT TESTS |
| Total MED-COMPASS, INC. | | \$1,692.50 | | |
| Paid Chk# 039266 | 2/21/2013 METRO FIRE | | | |
| E 101-42280-310 | Other Professional Services | \$160.00 | 46100 | FACEPIECE FLOW TEST |
| E 101-42280-310 | Other Professional Services | \$1,105.00 | 46100 | SCBA FLOW TEST |
| E 101-42280-310 | Other Professional Services | \$75.00 | 46100 | SERVICE WORK |
| Total METRO FIRE | | \$1,340.00 | | |
| Paid Chk# 039267 | 2/21/2013 MEYERS MILACA PARTS CITY | | | |
| E 101-45200-221 | Equipment Parts/Repairs | \$100.36 | 2071 | DODGE PU PARTS-PARKS |
| E 101-45200-240 | Small Tools and Minor Equip | \$39.70 | 2071 | DIE GRINDER-PARKS |
| E 101-45200-215 | Shop Supplies | \$111.95 | 2071 | SHOP SUPPLIES-PARKS |
| E 101-45200-221 | Equipment Parts/Repairs | \$91.27 | 2071 | PARTS-PARKS |
| Total MEYERS MILACA PARTS CITY | | \$343.28 | | |
| Paid Chk# 039268 | 2/21/2013 MILACA AUTO VALUE | | | |
| E 101-43000-221 | Equipment Parts/Repairs | \$49.82 | 1302823 | PARTS-PW |
| E 101-43000-215 | Shop Supplies | \$115.02 | 1302823 | SHOP SUPPLIES-PW |
| E 101-43000-221 | Equipment Parts/Repairs | \$70.20 | 1302823 | 99 DODGE PARTS-PW |
| E 101-43000-221 | Equipment Parts/Repairs | \$28.92 | 1302823 | SWEEPER PARTS-PW |
| G 101-20200 | Accounts Payable | \$13.87 | 1302823 | SHOP SUPPLIES-PW |
| G 101-20200 | Accounts Payable | \$282.78 | 1302823 | 99 DODGE PARTS-PW |
| G 101-20200 | Accounts Payable | \$155.36 | 1302823 | SWEEPER PARTS-PW |
| E 101-42110-212 | Auto Expense (Fuel/Repair) | \$7.47 | 1302823 | LIGHTBULB-POLICE |
| Total MILACA AUTO VALUE | | \$723.44 | | |
| Paid Chk# 039269 | 2/21/2013 MILACA UNCLAIMED FREIGHT | | | |
| E 101-43000-221 | Equipment Parts/Repairs | \$7.99 | | PARTS-PW |
| E 602-49400-240 | Small Tools and Minor Equip | \$106.85 | | WORKBENCH-WATER |
| Total MILACA UNCLAIMED FREIGHT | | \$114.84 | | |
| Paid Chk# 039270 | 2/21/2013 MILLE LACS CO. AUDITOR | | | |

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| E 101-41940-201 | Accessories (paper, pens, etc) | | \$449.50 | | PARCEL REPORTS |
| Total MILLE LACS CO. AUDITOR | | | \$449.50 | | |
| <hr/> | | | | | |
| Paid Chk# 039271 | 2/21/2013 | MILLE LACS CO. COMMUNITY & VET | | | |
| E 101-42280-305 | Medical and Dental Fees | | \$36.00 | 08-2013-178 | C EHLEN-HEP B-3RD DOSE |
| Total MILLE LACS CO. COMMUNITY & VET | | | \$36.00 | | |
| <hr/> | | | | | |
| Paid Chk# 039272 | 2/21/2013 | MILLER, PATTI | | | |
| E 101-49910-208 | Training and Travel | | \$119.34 | | JAN 2013 OGILVIE MILEAGE |
| Total MILLER, PATTI | | | \$119.34 | | |
| <hr/> | | | | | |
| Paid Chk# 039273 | 2/21/2013 | MINNOWA CONSTRUCTION INC | | | |
| E 500-45200-310 | Other Professional Services | | \$8,750.00 | 2013005 | BRIDGE DECKING-PED WALKING BRIDGE |
| Total MINNOWA CONSTRUCTION INC | | | \$8,750.00 | | |
| <hr/> | | | | | |
| Paid Chk# 039274 | 2/21/2013 | MN COPY SYSTEMS, INC. | | | |
| G 101-20200 | Accounts Payable | | \$99.54 | 104654 | DEC COPIER MAINTENANCE |
| E 101-41940-310 | Other Professional Services | | \$99.54 | 104654 | JAN COPIER MAINTENANCE |
| Total MN COPY SYSTEMS, INC. | | | \$199.08 | | |
| <hr/> | | | | | |
| Paid Chk# 039275 | 2/21/2013 | MN DEPT OF HEALTH (1) | | | |
| E 602-49400-437 | Other Miscellaneous | | \$50.00 | 737037 | 2013 WELL MAINT PERMIT |
| Total MN DEPT OF HEALTH (1) | | | \$50.00 | | |
| <hr/> | | | | | |
| Paid Chk# 039276 | 2/21/2013 | MN DEPT OF HEALTH (2) | | | |
| E 101-45700-437 | Other Miscellaneous | | \$244.20 | MHP-26837-35 | REC FEST-LICENSE APPLICATION |
| Total MN DEPT OF HEALTH (2) | | | \$244.20 | | |
| <hr/> | | | | | |
| Paid Chk# 039277 | 2/21/2013 | MN PCA | | | |
| E 603-49450-433 | Dues and Subscriptions | | \$1,450.00 | 4400105028 | ANNUAL PERMIT FEE |
| E 602-49400-433 | Dues and Subscriptions | | \$345.00 | 4400106169 | ANNUAL PERMIT FEE |
| Total MN PCA | | | \$1,795.00 | | |
| <hr/> | | | | | |
| Paid Chk# 039278 | 2/21/2013 | MN RURAL WATER ASSOC | | | |
| E 602-49400-433 | Dues and Subscriptions | | \$916.95 | | MEMBERSHIP DUES |
| E 602-49400-208 | Training and Travel | | \$195.00 | | S BURKLUND-ANNUAL CONFERENCE |
| Total MN RURAL WATER ASSOC | | | \$1,111.95 | | |
| <hr/> | | | | | |
| Paid Chk# 039279 | 2/21/2013 | MN VALLEY TESTING LABS | | | |
| E 602-49400-310 | Other Professional Services | | \$88.00 | 639453 | TESTING |
| Total MN VALLEY TESTING LABS | | | \$88.00 | | |
| <hr/> | | | | | |
| Paid Chk# 039280 | 2/21/2013 | MY Q ENTERPRISES | | | |
| E 101-43000-217 | Other Operating Supplies | | \$16.00 | | PROPANE |
| Total MY Q ENTERPRISES | | | \$16.00 | | |
| <hr/> | | | | | |
| Paid Chk# 039281 | 2/21/2013 | NELSON, DEAN | | | |
| E 101-42280-208 | Training and Travel | | \$17.96 | | HOUSE BURN TRNG SUPPLIES |
| Total NELSON, DEAN | | | \$17.96 | | |
| <hr/> | | | | | |
| Paid Chk# 039282 | 2/21/2013 | NORTH STAR GARAGE | | | |
| E 101-43000-221 | Equipment Parts/Repairs | | \$54.72 | 83304 | 99 DODGE PARTS-PW |
| Total NORTH STAR GARAGE | | | \$54.72 | | |
| <hr/> | | | | | |
| Paid Chk# 039283 | 2/21/2013 | NORTHLAND SECURITIES INC | | | |
| E 101-41940-310 | Other Professional Services | | \$435.00 | 3180 | LTD CONT DISCLOSURE RPTG |
| Total NORTHLAND SECURITIES INC | | | \$435.00 | | |
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| Paid Chk# 039284 | 2/21/2013 | PACE ANALYTICAL SERVICES | | | |

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| E 603-49450-310 | Other Professional Services | \$216.46 | 131226662 | TESTING |
| Total PACE ANALYTICAL SERVICES | | \$216.46 | | |
| <hr/> | | | | |
| Paid Chk# 039285 | 2/21/2013 | PRO HYDRO-TESTING LLC | | |
| E 101-42280-310 | Other Professional Services | \$808.50 | 9388 | HYDRO TEST SCBA |
| Total PRO HYDRO-TESTING LLC | | \$808.50 | | |
| <hr/> | | | | |
| Paid Chk# 039286 | 2/21/2013 | QUALITY FLOW SYSTEMS | | |
| E 603-49450-310 | Other Professional Services | \$5,021.94 | 26089 | SEWER PUMP REPAIR |
| Total QUALITY FLOW SYSTEMS | | \$5,021.94 | | |
| <hr/> | | | | |
| Paid Chk# 039287 | 2/21/2013 | QUILL CORPORATION | | |
| E 101-42110-201 | Accessories (paper, pens, etc) | \$215.83 | 8281358 | OFC SUPPLIES-POLICE |
| E 619-49900-201 | Accessories (paper, pens, etc) | \$162.60 | 8463705 | PRINTER TONER-DEP REG |
| E 101-41940-201 | Accessories (paper, pens, etc) | \$8.59 | 8463705 | STAPLES-CITY |
| E 101-41510-201 | Accessories (paper, pens, etc) | \$9.42 | 8469246 | PENS-TREASURER |
| E 101-42110-201 | Accessories (paper, pens, etc) | \$14.32 | 8812290 | PRINTER TONER-POLICE |
| E 101-42280-201 | Accessories (paper, pens, etc) | \$25.48 | 8933067 | 3 HOLE PUNCH-FIRE |
| E 607-42400-201 | Accessories (paper, pens, etc) | \$229.82 | 8933067 | PRINTER TONER-B&Z |
| E 101-41940-201 | Accessories (paper, pens, etc) | \$8.04 | 9199031 | BINDERS-CITY |
| E 101-41510-201 | Accessories (paper, pens, etc) | \$25.38 | 9199031 | BINDERS/FILE FOLDERS-TREASURER |
| Total QUILL CORPORATION | | \$699.48 | | |
| <hr/> | | | | |
| Paid Chk# 039288 | 2/21/2013 | RACHEL CONTRACTING INC | | |
| E 500-45200-530 | Improv Other Than Bldgs | \$74,884.70 | PAY REQ #2 | PEDESTRIAN WALKING BRIDGE |
| Total RACHEL CONTRACTING INC | | \$74,884.70 | | |
| <hr/> | | | | |
| Paid Chk# 039289 | 2/21/2013 | RDT PROPERTIES LLC | | |
| G 404-20200 | Accounts Payable | \$592.82 | | DEVELOPER 90%-TIF4-10(77) |
| Total RDT PROPERTIES LLC | | \$592.82 | | |
| <hr/> | | | | |
| Paid Chk# 039290 | 2/21/2013 | ROSS, JOHN | | |
| E 101-43000-321 | Telephone | \$120.00 | | 2013 CELL PHONE |
| Total ROSS, JOHN | | \$120.00 | | |
| <hr/> | | | | |
| Paid Chk# 039291 | 2/21/2013 | SANDERSON, ALYCE | | |
| E 101-41940-217 | Other Operating Supplies | \$17.03 | | CLEANING SUPPLIES-CITY |
| E 101-45500-217 | Other Operating Supplies | \$16.08 | | SUPPLIES-LIBRARY |
| Total SANDERSON, ALYCE | | \$33.11 | | |
| <hr/> | | | | |
| Paid Chk# 039292 | 2/21/2013 | SELECT ACCOUNT | | |
| E 101-41940-310 | Other Professional Services | \$480.00 | 908364 | HSA ANNUAL ACCT FEES |
| Total SELECT ACCOUNT | | \$480.00 | | |
| <hr/> | | | | |
| Paid Chk# 039293 | 2/21/2013 | STANTEC | | |
| G 500-20200 | Accounts Payable | \$3,394.57 | 656732 | DAM REMOVAL PROJECT |
| G 101-20200 | Accounts Payable | \$52.00 | 656738 | UPDATE ZONING MAP |
| G 500-20200 | Accounts Payable | \$312.75 | 656738 | 2012 STREET PROJECT |
| Total STANTEC | | \$3,759.32 | | |
| <hr/> | | | | |
| Paid Chk# 039294 | 2/21/2013 | STATE FIRE MARSHAL DIVISION | | |
| E 101-42280-208 | Training and Travel | \$30.00 | | GREG LERUD-2013 CONFERENCE |
| Total STATE FIRE MARSHAL DIVISION | | \$30.00 | | |
| <hr/> | | | | |
| Paid Chk# 039295 | 2/21/2013 | STIMMLER, DARRYL | | |
| E 101-43000-321 | Telephone | \$120.00 | | 2013 CELL PHONE |
| Total STIMMLER, DARRYL | | \$120.00 | | |
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| Paid Chk# 039296 | 2/21/2013 | TEALS MARKET | | |

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| E 101-42280-208 | Training and Travel | \$220.16 | | HOUSE BURN TRAINING SUPPLIES |
| E 101-42280-208 | Training and Travel | \$26.20 | | FIRE DEPT TOWNSHIP MTG |
| Total TEALS MARKET | | \$246.36 | | |
| <hr/> | | | | |
| Paid Chk# 039297 | 2/21/2013 | TLJ INTERNATIONAL | | |
| E 619-49900-240 | Small Tools and Minor Equip | \$36.00 | 20630 | SCANNER STAND-DEP REG |
| Total TLJ INTERNATIONAL | | \$36.00 | | |
| <hr/> | | | | |
| Paid Chk# 039298 | 2/21/2013 | WADE, TERRY A. | | |
| E 101-43000-217 | Other Operating Supplies | \$10.00 | | RACK FOR CHRISTMAS WREATHS-PW |
| Total WADE, TERRY A. | | \$10.00 | | |
| <hr/> | | | | |
| Paid Chk# 039299 | 2/21/2013 | WEST PAYMENT CENTER | | |
| G 101-20200 | Accounts Payable | \$130.90 | 826381551 | CLEAR WEB SEARCH-DEC |
| E 101-42110-310 | Other Professional Services | \$130.90 | 826584902 | CLEAR WEB SEARCH-JAN |
| Total WEST PAYMENT CENTER | | \$261.80 | | |
| <hr/> | | | | |
| 10100 General Bank | | \$165,600.21 | | |

Fund Summary

| 10100 General Bank | |
|--------------------------------|--------------|
| 101 GENERAL FUND | \$24,318.75 |
| 202 BOULDER RIDGE | \$236.25 |
| 203 RINGHAM 1ST-FIELDSTONE | \$168.75 |
| 208 CHARITABLE GAMBLING FUND | \$1,437.63 |
| 211 INITIATIVE FOUNDATION | \$255.45 |
| 212 REVOLVING LOAN FUND | \$75.55 |
| 381 2009 GO EQUIP CERTIFICATE | \$2,315.00 |
| 404 TIF# 1-10 DOWNTOWN | \$592.82 |
| 407 TIF# 2-6 (APARTMENTS) | \$28,520.05 |
| 500 CAPITAL PROJECT FUND | \$87,342.02 |
| 602 WATER FUND | \$12,641.95 |
| 603 SEWER FUND | \$6,688.40 |
| 607 BLDG INSPECTION FUND | \$229.82 |
| 619 DEPUTY REGISTRAR FUND | \$583.24 |
| 700 BRAHAM-MILACA JOINT POWERS | \$194.53 |
| | \$165,600.21 |

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10100 General Bank

| Paid Chk# | | Date | Payee | Check Amt | Invoice | Comment |
|---|-----------------------|-----------|---------------------------------------|-------------|------------|-------------------------------------|
| 039146 | | 1/2/2013 | BLUE CROSS BLUE SHIELD OF MINN | | | |
| G 101-21706 | Medical Insur. | | | \$10,948.00 | 7S034-M0 4 | MEDICAL INSUR-JAN |
| Total BLUE CROSS BLUE SHIELD OF MINN | | | | \$10,948.00 | | |
| 039147 | | 1/2/2013 | L.E.L.S. | | | |
| G 101-21710 | Union Dues | | | \$208.05 | LOCAL #238 | POLICE UNION DUES-JAN |
| Total L.E.L.S. | | | | \$208.05 | | |
| 039148 | | 1/2/2013 | MILACA BLDG CENTER | | | |
| G 101-20200 | Accounts Payable | | | \$151.03 | | SHOP SUPPLIES-PW |
| G 101-20200 | Accounts Payable | | | \$284.54 | | CHOP SAW-SAWHORSES-TORCH-PW |
| Total MILACA BLDG CENTER | | | | \$435.57 | | |
| 039149 | | 1/2/2013 | MN BENEFITS | | | |
| G 101-21712 | Dental | | | \$151.44 | | LIFE/DENTAL-JAN |
| G 101-21709 | Life Insur. | | | \$282.31 | | LIFE/DENTAL-JAN |
| Total MN BENEFITS | | | | \$433.75 | | |
| 039150 | | 1/2/2013 | SELECT ACCOUNT-HSA | | | |
| G 101-21705 | Health Saving Account | | | \$14,162.50 | | 1ST QTR 2013 CONTRIBUTIONS |
| Total SELECT ACCOUNT-HSA | | | | \$14,162.50 | | |
| 039151 | | 1/2/2013 | USABLE LIFE | | | |
| G 101-21707 | Disability | | | \$241.85 | 101408001G | DISABILITY/LIFE-JAN |
| Total USABLE LIFE | | | | \$241.85 | | |
| 039220 | | 1/28/2013 | BLUE CROSS BLUE SHIELD OF MINN | | | |
| G 101-21706 | Medical Insur. | | | \$10,948.00 | 7S034-M0 4 | MEDICAL INSUR-FEB 2013 |
| Total BLUE CROSS BLUE SHIELD OF MINN | | | | \$10,948.00 | | |
| 039221 | | 1/28/2013 | L.E.L.S. | | | |
| G 101-21710 | Union Dues | | | \$208.05 | LOCAL #238 | POLICE UNION DUES-FEB 2013 |
| Total L.E.L.S. | | | | \$208.05 | | |
| 039222 | | 1/28/2013 | MN BENEFITS | | | |
| G 101-21712 | Dental | | | \$151.44 | | LIFE/DENTAL-FEB 2013 |
| G 101-21709 | Life Insur. | | | \$282.31 | | LIFE/DENTAL-FEB 2013 |
| Total MN BENEFITS | | | | \$433.75 | | |
| 039223 | | 1/28/2013 | PINE TECHNICAL COLLEGE | | | |
| E 101-42280-208 | Training and Travel | | | \$25.00 | | C BILLINGS-NFA MINI WEEKEND-4/27-28 |
| Total PINE TECHNICAL COLLEGE | | | | \$25.00 | | |
| 039224 | | 1/28/2013 | USABLE LIFE | | | |
| G 101-21707 | Disability | | | \$241.85 | 101408001G | DISABILITY/LIFE-FEB 2013 |
| Total USABLE LIFE | | | | \$241.85 | | |
| 039225 | | 1/28/2013 | VERIZON WIRELESS | | | |
| E 602-49400-321 | Telephone | | | \$26.02 | 2855778462 | JAN WIRELESS ROUTER SVC |
| E 101-42110-321 | Telephone | | | \$87.05 | 2855778462 | JAN WIRELESS ROUTER SVC |
| E 101-43000-321 | Telephone | | | \$81.11 | 2856451755 | CELL PHONE SVC-JAN |
| E 101-45200-321 | Telephone | | | \$46.89 | 2856451755 | CELL PHONE SVC-JAN |
| E 101-42280-321 | Telephone | | | \$46.89 | 2856451755 | CELL PHONE SVC-JAN |
| Total VERIZON WIRELESS | | | | \$287.96 | | |
| 039226 | | 1/30/2013 | U.S. POSTMASTER | | | |
| E 602-49400-322 | Postage | | | \$116.35 | | JAN BILLINGS |
| E 603-49450-322 | Postage | | | \$116.36 | | JAN BILLINGS |

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JANUARY 2013

| | Check Amt | Invoice | Comment |
|------------------------------|-------------|---------|---------|
| Total U.S. POSTMASTER | \$232.71 | | |
| 10100 General Bank | \$38,807.04 | | |

Fund Summary

| | |
|---------------------------|--------------------|
| 10100 General Bank | |
| 101 GENERAL FUND | \$38,548.31 |
| 602 WATER FUND | \$142.37 |
| 603 SEWER FUND | \$116.36 |
| | <u>\$38,807.04</u> |

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JANUARY 2013

| | Check Amt | Invoice | Comment |
|---|--------------------|---------------|------------------|
| 10900 Liquor Bank | | | |
| Paid Chk# 913001E 1/7/2013 EAST CENTRAL ENERGY | | | |
| G 609-20200 Accounts Payable | \$1,880.83 | 7115200 | ELECTRIC |
| Total EAST CENTRAL ENERGY | \$1,880.83 | | |
| Paid Chk# 913002E 1/10/2013 CENTERPOINT ENERGY | | | |
| G 609-20200 Accounts Payable | \$395.07 | 128-000-782-1 | NATURAL GAS |
| Total CENTERPOINT ENERGY | \$395.07 | | |
| Paid Chk# 913003E 1/18/2013 MN DEPT OF REVENUE | | | |
| G 609-20800 Sales Tax Payable | \$16,700.00 | 9576201 | LIQUOR SALES TAX |
| Total MN DEPT OF REVENUE | \$16,700.00 | | |
| Paid Chk# 913004E 1/15/2013 MILACA, CITY OF (WATER/SEWER) | | | |
| G 609-20200 Accounts Payable | \$26.54 | 01-00015990 | WATER/SEWER |
| Total MILACA, CITY OF (WATER/SEWER) | \$26.54 | | |
| 10900 Liquor Bank | \$19,002.44 | | |

Fund Summary

| | |
|---------------------------|--------------------|
| 10900 Liquor Bank | |
| 609 MUNICIPAL LIQUOR FUND | \$19,002.44 |
| | \$19,002.44 |

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FEBRUARY 2013

Check Amt Invoice Comment

10900 Liquor Bank

| | | | | | |
|---|-------------------|-----------------|------------|----|--|
| Paid Chk# 022485 2/21/2013 AMERICAN BOTTLING CO. | | | | | |
| E 609-49750-254 | Mix/Non Alcoholic | \$142.88 | 2462607570 | NA | |
| E 609-49750-254 | Mix/Non Alcoholic | \$157.02 | 2462607688 | NA | |
| Total AMERICAN BOTTLING CO. | | \$299.90 | | | |

| | | | | | |
|--|-----------------------------|-----------------|------------|------|--|
| Paid Chk# 022486 2/21/2013 AMERIPRIDE | | | | | |
| E 609-49750-310 | Other Professional Services | \$66.95 | 2200332078 | RUGS | |
| E 609-49750-310 | Other Professional Services | \$25.69 | 2200334912 | RUGS | |
| E 609-49750-310 | Other Professional Services | \$66.95 | 2200337508 | RUGS | |
| E 609-49750-310 | Other Professional Services | \$37.50 | 2200340066 | RUGS | |
| E 609-49750-310 | Other Professional Services | \$66.95 | 2200342659 | RUGS | |
| E 609-49750-310 | Other Professional Services | \$25.69 | 2200345202 | RUGS | |
| Total AMERIPRIDE | | \$289.73 | | | |

| | | | | | |
|---|------------------|----------------|---------|------------|--|
| Paid Chk# 022487 2/21/2013 CRYSTAL SPRINGS ICE | | | | | |
| E 609-49750-259 | Other For Resale | \$110.40 | 42570 | ICE | |
| E 609-49750-259 | Other For Resale | (\$11.20) | 520243C | CREDIT-ICE | |
| Total CRYSTAL SPRINGS ICE | | \$99.20 | | | |

| | | | | | |
|--|-----------------------------|-------------------|--------|----------------|--|
| Paid Chk# 022488 2/21/2013 GRANITE CITY JOBBING | | | | | |
| E 609-49750-333 | Freight and Express | \$4.25 | 748259 | DELIVERY | |
| E 609-49750-254 | Mix/Non Alcoholic | \$42.82 | 748259 | NA | |
| E 609-49750-256 | Tobacco Products For Resale | \$124.17 | 748259 | TOBACCO | |
| E 609-49750-256 | Tobacco Products For Resale | \$117.79 | 749084 | TOBACCO | |
| E 609-49750-333 | Freight and Express | \$4.25 | 749084 | DELIVERY | |
| E 609-49750-254 | Mix/Non Alcoholic | \$6.72 | 749090 | NA | |
| E 609-49750-259 | Other For Resale | \$9.29 | 749090 | MISC | |
| E 609-49750-256 | Tobacco Products For Resale | \$621.36 | 749090 | TOBACCO | |
| E 609-49750-256 | Tobacco Products For Resale | \$591.55 | 749917 | TOBACCO | |
| E 609-49750-259 | Other For Resale | \$122.79 | 749917 | MISC | |
| E 609-49750-254 | Mix/Non Alcoholic | (\$2.26) | 749917 | NA | |
| E 609-49750-333 | Freight and Express | \$4.25 | 749917 | DELIVERY | |
| E 609-49750-333 | Freight and Express | \$4.25 | 750519 | DELIVERY | |
| E 609-49750-259 | Other For Resale | \$223.66 | 750519 | MISC | |
| E 609-49750-256 | Tobacco Products For Resale | \$414.72 | 750519 | TOBACCO | |
| E 609-49750-214 | Liquor Store Paper Supplies | \$49.91 | 750519 | PAPER SUPPLIES | |
| E 609-49750-256 | Tobacco Products For Resale | \$355.65 | 751397 | TOBACCO | |
| E 609-49750-333 | Freight and Express | \$4.25 | 751397 | DELIVERY | |
| E 609-49750-217 | Other Operating Supplies | \$95.20 | 751397 | KIDDIE KANDY | |
| E 609-49750-256 | Tobacco Products For Resale | \$129.64 | 751431 | TOBACCO | |
| E 609-49750-259 | Other For Resale | \$571.66 | 751431 | MISC | |
| Total GRANITE CITY JOBBING | | \$3,495.92 | | | |

| | | | | | |
|--|-------------------------|----------------|--------|----------------|--|
| Paid Chk# 022489 2/21/2013 GRANITE LEDGE ELECTRICAL CONTR | | | | | |
| E 609-49750-221 | Equipment Parts/Repairs | \$62.00 | P13039 | BALLAST REPAIR | |
| Total GRANITE LEDGE ELECTRICAL CONTR | | \$62.00 | | | |

| | | | | | |
|---|--------------------------|----------------|--|----------------|--|
| Paid Chk# 022490 2/21/2013 KOCHS HARDWARE HANK | | | | | |
| E 609-49750-217 | Other Operating Supplies | \$32.20 | | STORE SUPPLIES | |
| Total KOCHS HARDWARE HANK | | \$32.20 | | | |

| | | | | | |
|---|-----------------------------|----------|--------|----------------|--|
| Paid Chk# 022491 2/21/2013 M. AMUNDSON LLP | | | | | |
| E 609-49750-259 | Other For Resale | \$125.94 | 145457 | MISC | |
| E 609-49750-256 | Tobacco Products For Resale | \$547.99 | 145457 | TOBACCO | |
| E 609-49750-214 | Liquor Store Paper Supplies | \$133.00 | 145457 | PAPER SUPPLIES | |
| E 609-49750-256 | Tobacco Products For Resale | \$844.38 | 145915 | TOBACCO | |
| E 609-49750-259 | Other For Resale | \$265.45 | 145915 | MISC | |

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| | | | Check Amt | Invoice | Comment |
|---|--------------------------------|-------------------------------------|--------------------|---------|---------------------|
| E 609-49750-259 | Other For Resale | | \$63.15 | 146403 | MISC |
| E 609-49750-256 | Tobacco Products For Resale | | \$375.63 | 146403 | TOBACCO |
| E 609-49750-214 | Liquor Store Paper Supplies | | \$13.00 | 146403 | PAPER SUPPLIES |
| E 609-49750-256 | Tobacco Products For Resale | | \$742.32 | 146757 | TOBACCO |
| E 609-49750-259 | Other For Resale | | \$160.45 | 147063 | MISC |
| E 609-49750-256 | Tobacco Products For Resale | | \$578.33 | 147063 | TOBACCO |
| Total M. AMUNDSON LLP | | | \$3,849.64 | | |
| <hr/> | | | | | |
| Paid Chk# 022492 | 2/21/2013 | MILLER TRUCKING | | | |
| E 609-49750-333 | Freight and Express | | \$35.44 | 3465 | DELIVERY |
| Total MILLER TRUCKING | | | \$35.44 | | |
| <hr/> | | | | | |
| Paid Chk# 022493 | 2/21/2013 | QUILL CORPORATION | | | |
| E 609-49750-201 | Accessories (paper, pens, etc) | | \$21.70 | 9199031 | PRINTER TONER |
| Total QUILL CORPORATION | | | \$21.70 | | |
| <hr/> | | | | | |
| Paid Chk# 022494 | 2/21/2013 | SEGERSTROM, VICTORIA | | | |
| E 609-49750-240 | Small Tools and Minor Equip | | \$1,966.00 | | VACUUM |
| E 609-49750-217 | Other Operating Supplies | | \$90.14 | | VACUUM BAGS & BELTS |
| Total SEGERSTROM, VICTORIA | | | \$2,056.14 | | |
| <hr/> | | | | | |
| Paid Chk# 022495 | 2/21/2013 | TOTAL REGISTER SYSTEMS, INC. | | | |
| E 609-49750-309 | EDP, Software and Design | | \$1,790.00 | 28642 | SOFTWARE SUPPORT |
| Total TOTAL REGISTER SYSTEMS, INC. | | | \$1,790.00 | | |
| <hr/> | | | | | |
| Paid Chk# 022496 | 2/21/2013 | VIKING BOTTLING CO. | | | |
| E 609-49750-254 | Mix/Non Alcoholic | | \$113.00 | 1067010 | NA |
| E 609-49750-254 | Mix/Non Alcoholic | | \$90.10 | 1072462 | NA |
| E 609-49750-254 | Mix/Non Alcoholic | | \$203.30 | 1077509 | NA |
| E 609-49750-254 | Mix/Non Alcoholic | | \$87.60 | 90654 | NA |
| Total VIKING BOTTLING CO. | | | \$494.00 | | |
| 10900 Liquor Bank | | | \$12,525.87 | | |

Fund Summary

| | |
|---------------------------|--------------------|
| 10900 Liquor Bank | |
| 609 MUNICIPAL LIQUOR FUND | \$12,525.87 |
| | \$12,525.87 |

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JANUARY 2013

Check Amt Invoice Comment

10900 Liquor Bank

| | | | Check Amt | Invoice | Comment |
|--|------------------|--|--------------------|--------------|---------------|
| Paid Chk# 022436 1/3/2013 BELLBOY CORP. | | | | | |
| G 609-20200 | Accounts Payable | | \$384.00 | 76142200 | WINE |
| G 609-20200 | Accounts Payable | | \$1,742.23 | 76142200 | LIQUOR |
| Total BELLBOY CORP. | | | \$2,126.23 | | |
| Paid Chk# 022437 1/3/2013 BERNICKS | | | | | |
| G 609-20200 | Accounts Payable | | \$27.25 | 243339 | NA |
| G 609-20200 | Accounts Payable | | \$255.75 | 243340 | BEER |
| G 609-20200 | Accounts Payable | | \$53.55 | 245764 | NA |
| G 609-20200 | Accounts Payable | | \$557.35 | 245765 | BEER |
| G 609-20200 | Accounts Payable | | (\$27.72) | 246766 | BEER-CREDIT |
| G 609-20200 | Accounts Payable | | \$24.75 | 248375 | NA |
| G 609-20200 | Accounts Payable | | \$1,175.75 | 248376 | BEER |
| Total BERNICKS | | | \$2,066.68 | | |
| Paid Chk# 022438 1/3/2013 C & L DISTRIBUTING CO. | | | | | |
| G 609-20200 | Accounts Payable | | \$8,036.35 | 378596 | BEER |
| G 609-20200 | Accounts Payable | | \$74.75 | 378596 | NA |
| G 609-20200 | Accounts Payable | | (\$30.00) | 378596 | DEPOSITS |
| G 609-20200 | Accounts Payable | | \$7,418.75 | 379441 | BEER |
| G 609-20200 | Accounts Payable | | \$5,324.05 | 380683 | BEER |
| G 609-20200 | Accounts Payable | | \$109.70 | 381696 | NA |
| G 609-20200 | Accounts Payable | | \$5,443.80 | 381696 | BEER |
| Total C & L DISTRIBUTING CO. | | | \$26,377.40 | | |
| Paid Chk# 022439 1/3/2013 DAHLHEIMER DISTRIBUTING CO. | | | | | |
| G 609-20200 | Accounts Payable | | \$848.90 | 1048976 | BEER |
| G 609-20200 | Accounts Payable | | \$42.00 | 1050816 | NA |
| G 609-20200 | Accounts Payable | | \$7,379.85 | 1050816 | BEER |
| G 609-20200 | Accounts Payable | | \$460.49 | 1050844 | BEER |
| G 609-20200 | Accounts Payable | | \$5,660.22 | 1050900 | BEER |
| G 609-20200 | Accounts Payable | | \$2,617.65 | 1050940 | BEER |
| G 609-20200 | Accounts Payable | | \$238.90 | 1050987 | BEER |
| G 609-20200 | Accounts Payable | | \$262.00 | 1050987 | NA |
| G 609-20200 | Accounts Payable | | \$200.00 | 1050987 | WINE |
| G 609-20200 | Accounts Payable | | (\$60.00) | 1052214 | DEPOSITS |
| G 609-20200 | Accounts Payable | | \$4,583.45 | 1052214 | BEER |
| G 609-20200 | Accounts Payable | | \$2,425.20 | 8999 | BEER |
| G 609-20200 | Accounts Payable | | (\$30.00) | 8999 | DEPOSITS |
| G 609-20200 | Accounts Payable | | \$60.00 | 9255 | DEPOSITS |
| G 609-20200 | Accounts Payable | | \$172.00 | 9255 | BEER |
| G 609-20200 | Accounts Payable | | \$111.60 | 9321 | BEER |
| Total DAHLHEIMER DISTRIBUTING CO. | | | \$24,972.26 | | |
| Paid Chk# 022440 1/3/2013 FRONTIER | | | | | |
| E 609-49750-321 | Telephone | | \$116.13 | 320983625511 | JAN PHONE SVC |
| Total FRONTIER | | | \$116.13 | | |
| Paid Chk# 022441 1/3/2013 J.J. TAYLOR DIST OF MN | | | | | |
| G 609-20200 | Accounts Payable | | (\$21.50) | 1942780 | BEER-CREDIT |
| G 609-20200 | Accounts Payable | | \$3.00 | 1960543 | DELIVERY |
| G 609-20200 | Accounts Payable | | \$136.50 | 1960543 | BEER |
| Total J.J. TAYLOR DIST OF MN | | | \$118.00 | | |
| Paid Chk# 022442 1/3/2013 JOHNSON BROTHERS LIQUOR CO. | | | | | |
| G 609-20200 | Accounts Payable | | \$108.32 | 1450706 | DELIVERY |
| G 609-20200 | Accounts Payable | | \$577.40 | 1450706 | WINE |

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| | | Check Amt | Invoice | Comment |
|--------------|------------------------------------|--------------------|--|-----------------|
| G 609-20200 | Accounts Payable | \$5,054.72 | 1450706 | LIQUOR |
| G 609-20200 | Accounts Payable | \$93.00 | 1450707 | NA |
| G 609-20200 | Accounts Payable | \$986.70 | 1450707 | WINE |
| G 609-20200 | Accounts Payable | \$40.80 | 1450707 | DELIVERY |
| G 609-20200 | Accounts Payable | \$72.00 | 1450707 | LIQUOR |
| G 609-20200 | Accounts Payable | \$364.00 | 1455348 | LIQUOR |
| G 609-20200 | Accounts Payable | \$45.53 | 1455348 | DELIVERY |
| G 609-20200 | Accounts Payable | \$824.40 | 1455348 | WINE |
| G 609-20200 | Accounts Payable | \$238.62 | 1462120 | LIQUOR |
| G 609-20200 | Accounts Payable | \$32.97 | 1462120 | DELIVERY |
| G 609-20200 | Accounts Payable | \$739.35 | 1462120 | WINE |
| G 609-20200 | Accounts Payable | \$2,499.00 | 1462121 | LIQUOR |
| G 609-20200 | Accounts Payable | \$61.23 | 1462121 | DELIVERY |
| G 609-20200 | Accounts Payable | \$678.97 | 1462121 | WINE |
| G 609-20200 | Accounts Payable | \$15.00 | 1465988 | DELIVERY |
| G 609-20200 | Accounts Payable | \$160.00 | 1465988 | WINE |
| G 609-20200 | Accounts Payable | \$61.23 | 1467422 | DELIVERY |
| G 609-20200 | Accounts Payable | \$933.25 | 1467422 | WINE |
| G 609-20200 | Accounts Payable | \$1,035.75 | 1467422 | LIQUOR |
| G 609-20200 | Accounts Payable | (\$4.71) | 558294 | DELIVERY-CREDIT |
| G 609-20200 | Accounts Payable | (\$137.25) | 558294 | WINE-CREDIT |
| G 609-20200 | Accounts Payable | (\$274.50) | 560301 | WINE-CREDIT |
| G 609-20200 | Accounts Payable | (\$9.42) | 560301 | DELIVERY-CREDIT |
| Total | JOHNSON BROTHERS LIQUOR CO. | \$14,196.36 | | |
| <hr/> | | | | |
| Paid Chk# | 022443 | 1/3/2013 | MN WINEGROWERS COOPERATIVE | |
| G 609-20200 | Accounts Payable | \$421.80 | 3485 | WINE |
| Total | MN WINEGROWERS COOPERATIVE | \$421.80 | | |
| <hr/> | | | | |
| Paid Chk# | 022444 | 1/3/2013 | PAUSTIS & SONS | |
| G 609-20200 | Accounts Payable | \$853.02 | 8378921 | WINE |
| G 609-20200 | Accounts Payable | \$13.75 | 8378921 | DELIVERY |
| G 609-20200 | Accounts Payable | \$538.01 | 8380896 | WINE |
| G 609-20200 | Accounts Payable | \$10.50 | 8380896 | DELIVERY |
| Total | PAUSTIS & SONS | \$1,415.28 | | |
| <hr/> | | | | |
| Paid Chk# | 022445 | 1/3/2013 | PHILLIPS WINE AND SPIRITS | |
| G 609-20200 | Accounts Payable | \$297.55 | 2344436 | LIQUOR |
| G 609-20200 | Accounts Payable | \$367.31 | 2344436 | WINE |
| G 609-20200 | Accounts Payable | \$15.82 | 2344436 | DELIVERY |
| G 609-20200 | Accounts Payable | \$588.95 | 2347401 | WINE |
| G 609-20200 | Accounts Payable | \$341.30 | 2347401 | LIQUOR |
| G 609-20200 | Accounts Payable | \$28.26 | 2347401 | DELIVERY |
| G 609-20200 | Accounts Payable | \$192.00 | 2347402 | WINE |
| G 609-20200 | Accounts Payable | \$93.76 | 2352123 | WINE |
| G 609-20200 | Accounts Payable | \$3,391.86 | 2352123 | LIQUOR |
| G 609-20200 | Accounts Payable | \$36.38 | 2352123 | DELIVERY |
| G 609-20200 | Accounts Payable | \$809.60 | 2355490 | WINE |
| G 609-20200 | Accounts Payable | \$71.70 | 2355490 | DELIVERY |
| G 609-20200 | Accounts Payable | \$3,323.20 | 2355490 | LIQUOR |
| Total | PHILLIPS WINE AND SPIRITS | \$9,557.69 | | |
| <hr/> | | | | |
| Paid Chk# | 022446 | 1/3/2013 | ROHLFING OF BRAINERD, INC | |
| G 609-20200 | Accounts Payable | \$480.00 | 815754 | BEER |
| G 609-20200 | Accounts Payable | \$231.90 | 815754 | WINE |
| Total | ROHLFING OF BRAINERD, INC | \$711.90 | | |
| <hr/> | | | | |
| Paid Chk# | 022447 | 1/3/2013 | SOUTHERN WINE & SPIRITS OF MN | |

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JANUARY 2013

| | | Check Amt | Invoice | Comment |
|--|------------------|-------------|---|----------|
| G 609-20200 | Accounts Payable | \$882.62 | 1966437 | LIQUOR |
| G 609-20200 | Accounts Payable | \$9.02 | 1966437 | DELIVERY |
| G 609-20200 | Accounts Payable | \$751.40 | 1966459 | LIQUOR |
| G 609-20200 | Accounts Payable | \$12.38 | 1966459 | DELIVERY |
| G 609-20200 | Accounts Payable | \$992.00 | 1997063 | WINE |
| G 609-20200 | Accounts Payable | \$27.00 | 1997063 | DELIVERY |
| Total SOUTHERN WINE & SPIRITS OF MN | | \$2,674.42 | | |
| <hr/> | | | | |
| Paid Chk# | 022448 | 1/3/2013 | SUNNY HILL DISTRIBUTORS | |
| G 609-20200 | Accounts Payable | \$337.99 | 278252 | WINE |
| G 609-20200 | Accounts Payable | \$9.50 | 278252 | DELIVERY |
| Total SUNNY HILL DISTRIBUTORS | | \$347.49 | | |
| <hr/> | | | | |
| Paid Chk# | 022449 | 1/3/2013 | WINE MERCHANTS | |
| G 609-20200 | Accounts Payable | \$680.00 | 436973 | WINE |
| G 609-20200 | Accounts Payable | \$17.27 | 436973 | DELIVERY |
| Total WINE MERCHANTS | | \$697.27 | | |
| <hr/> | | | | |
| Paid Chk# | 022450 | 1/3/2013 | WIRTZ BEVERAGE MN WINE & SPRTS | |
| G 609-20200 | Accounts Payable | \$183.85 | 145807 | WINE |
| G 609-20200 | Accounts Payable | \$30.00 | 145807 | DELIVERY |
| G 609-20200 | Accounts Payable | \$47.07 | 145807 | NA |
| G 609-20200 | Accounts Payable | \$1,833.74 | 145807 | LIQUOR |
| G 609-20200 | Accounts Payable | \$792.71 | 149387 | LIQUOR |
| G 609-20200 | Accounts Payable | \$479.50 | 149387 | WINE |
| G 609-20200 | Accounts Payable | \$21.00 | 149387 | DELIVERY |
| G 609-20200 | Accounts Payable | \$1,523.72 | 152805 | LIQUOR |
| G 609-20200 | Accounts Payable | \$495.76 | 152805 | WINE |
| G 609-20200 | Accounts Payable | \$33.00 | 152805 | DELIVERY |
| G 609-20200 | Accounts Payable | \$541.40 | 153687 | LIQUOR |
| otal WIRTZ BEVERAGE MN WINE & SPRTS | | \$5,981.75 | | |
| 10900 Liquor Bank | | \$91,780.66 | | |

Fund Summary

| | |
|---------------------------|-------------|
| 10900 Liquor Bank | |
| 609 MUNICIPAL LIQUOR FUND | \$91,780.66 |
| | \$91,780.66 |

RESOLUTION NO. 13 – 05

RESOLUTION ACCEPTING DONATIONS

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

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

| <u>Name of Donor</u> | <u>Amount</u> |
|-------------------------------|---------------|
| Milaca Township | 10,350.00 |
| Milaca Church Softball League | 400.00 |
| MN Frisbee | 250.00 |
| Meyer Auto Supply | 100.00 |
| MDU Resources Foundation | 1,000.00 |
| Jim's Mille Lacs Disposal | 50.00 |
| Mille Lacs Vet Clinic | 25.00 |
| Bremer Bank | 50.00 |
| Chapman's Auto | 100.00 |
| Hy-Tech Auto | 100.00 |
| Anoka Winter Knights | 600.00 |
| Milaca Unclaimed Freight | 100.00 |
| Latcham-Lind Lumber | 100.00 |
| Town & Country Finance | 100.00 |

WHEREAS, All such donations have been contributed to assist the city in the establishment and operation of recreational facilities and programs either alone or in cooperation with others, as allowed by law; and

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

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

1. The donations described above are accepted and shall be used to establish and operate recreational facilities and programs either alone or in cooperation with others, as allowed by law.

2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted this 21st day of February, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

RESOLUTION NO. 13 – 06

RESOLUTION APPROVING BUDGET ADJUSTMENTS

BE IT RESOLVED THAT THE Milaca City Council hereby approves the following 2012 budget adjustments:

| ACT | | | | |
|-------------|----------------|------------------------|-----------------|-----------------|
| TYPE | ACCOUNT | DESCRIPTION | INCREASE | DECREASE |
| E | 101-49200-730 | Transfer to other Fund | \$86,345 | |
| E | 602-49400-730 | Transfer to other Fund | 59,875 | |
| E | 603-49450-730 | Transfer to other Fund | 79,565 | |
| R | 501-39203 | Transfer to other Fund | 225,785 | |

Adopted this 21st day of February, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

MILACA ECONOMIC DEVELOPMENT COMMISSION MINUTES

FEBRUARY 15, 2013 MEETING

The meeting of the Milaca economic development commission was called to order at 7:40 a.m. by Chairman Joe Cronin. The following commission members were present: Ken Muller, Brad Maitland, Steve Kosbab, John Creasy, Jeff Brown, and Greg Lerud.

The secretary's report from the January meeting was approved as read.

Lerud said he has been visiting with the McDonald's developers over the last few days and he is hopeful that the project will be moving forward. He said he has not heard any information regarding a new occupant for Barbara Jean's restaurant. Lerud said he spoke with the developer's following the last meeting to pass on the ideas discussed last month.

There was a brief discussion about the broad band taskforce. Cronin said there is website training being offered by the county.

Muller said the county permits have been applied for the driving range and anticipated approval next month. He said the golf course will be engaging in some long range planning.

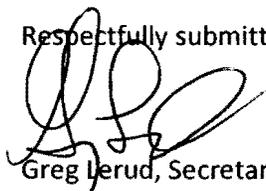
The business expo is March 9.

Creasy said the chamber has been discussing the parade. He said he believes the event is good for the community, but he said the chamber is trying to get away from being an event driven organization. He asked if a community event committee was an option as a way to organize and sponsor events that benefit the entire area. There was a discussion about what other communities do, and the Jaycee role in previous festivals.

Cronin said he read in the paper about the county board's decision to not approve the flood plain ordinance. There was a discussion about the possible impact.

With no other business the meeting adjourned at 8:35 a.m.

Respectfully submitted,



Greg Lerud, Secretary

Milaca Economic Development Commission

PARKS COMMISSION MEETING
1/8/2013 7:30 @ American Legion

Members present: Steve Voshell, Tammy Frank, MaryJo Harris, Pete Pedersen,
Pam Novak, Cindy Biederman

Parks: Ice rink is not open, Greg wasn't present; Pete will research.

Bandshell: Council member Dave Dillan, Bandshell Chair Roxy Gerads and Pete
Met with engineer student to discuss the design the reconstruction plans, which will address the
flood plane boundaries.

Since we now have a separate Rec Fest Committee, we as the Parks Commission's
objective is to focus on a vision for the Parks. The definition of the Parks Commission is
to be the advisory board for the development and improvements of the parks and to
present suggestions and/or recommendations to the City Council. The City Council
makes the final decisions according to the city budget.

New Business: Propose an addition to the budget for the purpose of hiring someone to oversee
the ice rinks, the warming house, ski trails, security and activities at Rec Park.

Next Meeting Tues. Feb 12 @ 7:30 American Legion

Respectfully Submitted,

Cindy Biederman
Secretary



February 6, 2013

PROPOSAL FOR DESIGN SERVICES
- Revised -

RE: Milaca – Ambulance Facility Addition to Existing Fire Station

Summary of the project:

- Approximately 1,460 sq. ft. single level gross area: approximately 780 sq. ft. ambulance garage area, with the remaining to be living/support area.
- Wood frame insulated structure using a pre-engineered pole building system.
- 12 foot side wall height with 12' wide x 10' high overhead door.
- Predominately pre-finished metal roof and wall panels.
- Services provided by others:
 - Site survey.
 - Civil/Site design.
 - Soil Borings, if required.
 - Site investigation and correction.
 - Septic system brought to within 5 feet of building by owner.
 - Well/water brought to within 5 feet of building by owner.

Chequamegon Bay Engineering proposes to provide architectural, structural, mechanical and electrical design as needed and construction documents for construction of the project building for the sum of \$11,700.00. This would include:

- Necessary program meetings with town committee to finalize the interior and exterior design.
- Coordinate as necessary with site, structural, mechanical and electrical designs.
- Construction drawing and specifications.
- Coordinate bidding process.
- Three trips to site during construction.

Please call with any questions. Thank you for the opportunity to provide this quote.

Sincerely

Robert W. Prestidge
Architect ARA



P.O. Box 692, 211 Sixth Street West, Ashland, WI 54806 | (715) 682-6004 | (715) 682-6025 fax
933 N. Mayfair Road, Suite 109, Wauwatosa, WI 53226 | (414) 258-6004 | (414) 258-6154 fax
8383 Greenway Blvd, Suite 613, Middleton, WI 53562 | (608) 333-8940 | (608) 826-7201 fax
Service Disabled Veteran Owned Small Business | Disabled Veteran Business | LEED Green Associate



LEASE AGREEMENT FOR AMBULANCE STATION

THIS LEASE AGREEMENT (this "**Lease**") is made on this _____ day of _____, 2013, by and between the **CITY OF MILACA**, a Municipal Corporation under the laws of the State of Minnesota ("**Landlord**") and **FAIRVIEW HEALTH SERVICES**, a Non-Profit Corporation ("**Tenant**").

1.0 BASIC TERMS

The following terms shall have the meanings set forth in this Section unless specifically modified by other provisions of this Lease:

- 1.1 **Building:** The building in which the Leased Premises are located and commonly known as 1005 Central Avenue No., Milaca, Minnesota.
- 1.2 **Premises:** Landlord hereby demises and leases to Tenant, and Tenant hereby accepts and leases from Landlord approximately 1,456 useable square feet in the Building as depicted on the diagram attached as Exhibit A and all rights appurtenant thereto and owned by Landlord.
- 1.3 **Lease Term:** Ten (10) years, commencing on the Commencement Date and terminating on the Termination Date, provided that if the Commencement Date is not the first day of a calendar month, the Lease Term shall end Ten (10) years from the last day of the calendar month in which the Commencement Date occurs.
- 1.4 **Commencement Date:** Shall be as set forth in Section 4 below (estimated to be approximately _____, 2013). This Lease and its Commencement are subject to Tenant and any subtenant, successor or assign providing prior written acceptance of "Construction Costs" to be determined for Premises. "Construction Costs" shall include all costs incurred by Landlord with respect to Landlord Improvements including so-called soft costs, to include, but not limited to, architectural, engineering, legal and interest costs.
- 1.5 **Termination Date:** Shall be as set forth in Section 4 below.
- 1.6 **Permitted Use:** Emergency Medical Service\Ambulance station.
- 1.7 **Exhibits:**
 - A - Diagram of the Premises and surrounding area including common elements
 - B - Detail of Premises
 - C - Description of Landlord's Improvements
 - D - Description of Tenant's Improvements

2.0 DEMISE OF PREMISES

Landlord hereby lets and demises to Tenant and Tenant hereby rents from Landlord the Premises, subject to the terms and conditions set forth below. The Premises are more particularly described in Exhibit A attached hereto.

3.0 CONSTRUCTION OF INITIAL IMPROVEMENTS

- 3.1 Landlord will construct, at Landlord's sole cost and expense, the improvements ("**Landlord Improvements**") described in attached Exhibit C. The parties acknowledge that such improvements include construction of the Premises, except for Tenant's Improvements.
- 3.2 Tenant will construct, at Tenant's sole cost and expense, those improvements ("**Tenant's Improvements**") described in attached Exhibit D. Said improvements to be detailed for Landlord's approval. Tenant shall obtain Landlord's consent to all contractors used to make Tenant's Improvements, which consent shall not be unreasonably withheld or delayed.
- 3.3 All work performed by Landlord or Tenant in regard to the improvements described in this Section 3.0 and the attached exhibits, shall be performed in compliance with law, shall be performed by licensed and qualified contractors, and shall be performed in a good and workmanlike manner.

4.0 TERM

- 4.1 The initial term of this Lease (the "**Initial Term**") shall be for a period of ten (10) years, commencing on the Commencement Date (as hereinafter defined) and ending at 11:59 p.m. of the day immediately preceding the ten year anniversary of the Commencement Date thereafter; provided, however, that if the Lease Commencement Date is other than the first day of a calendar month, the term shall end at 11:59 p.m. on the last day of the calendar month containing the ten year anniversary of the Commencement Date, unless sooner terminated as hereinafter provided.
- 4.2 **Renewal Terms.** Further, Tenant shall have the right to renew this Lease for two Five (5) year renewal terms on the following terms and conditions:
 - A. Rent for the first five year renewal term shall remain the same as the initial term.
 - B. Tenant's rights to enter into a second five (5) year renewal terms shall only be granted if Tenant has not defaulted in the terms of the

first Renewal Term, Rent for the second Renewal Term, shall be negotiated by Landlord and Tenant upon Notice of Tenant's desire to exercise a second Renewal Term.

- C. In the event Tenant chooses to elect to enter into Renewal Terms for a first and second five (5) year Renewal Term, it shall give written notice of such exercise no less than ninety (90) days and no more than one hundred twenty (120) days prior to the end of the initial term or of the First Renewal Term, as the case may be.

4.3 The "**Commencement Date**" shall be the date when Tenant takes occupancy of any portion of the Premises for operation of business. The Premises shall be deemed "**Substantially Complete**" upon the earlier of (i) the time when the Premises are in fact substantially complete as determined by the Landlord's architect in accordance with the contract for construction thereof or (ii) the time of issuance of a Certificate of Occupancy by the City of Milaca, Minnesota. In no event will exterior site improvements not necessary for the operation of the business of Tenant which cannot be completed due to weather conditions, incomplete landscaping or a punchlist of minor items to be completed be a cause for deeming the Project not Substantially Complete, provided that the Project and all parking areas, and driveways on the Project necessary for Tenant to conduct its business are Substantially Complete. Tenant may request access to the Premises for fixturing and set-up prior to the Commencement Date. Landlord reserves the right to reject/restrict such access if necessary to complete any and all work contracted by Landlord and required under terms of this Lease. Tenant shall also be liable for any delays to Landlord's work as a result of any fixturing and set-up work performed by Tenant or Tenant's contractor(s). Occupancy of the Premises for the purpose of fixturing or installing Tenant's furniture and equipment and otherwise making the Premises ready for the conduct of Tenant's business shall not be deemed to be "taking occupancy" for the purposes of establishing the Commencement Date in this Lease.

4.4 On the Commencement Date, the parties shall enter into a supplement to this Lease confirming that the Premises are Substantially Complete, and specifying the Commencement Date of the Lease Term.

5.0 USE AND OPERATION COVENANTS

5.1 During the entire Lease Term, the Premises shall be leased, used and occupied by Tenant for an emergency medical service facility, including ambulance station, in accordance with all applicable governmental laws and regulations, and all other recorded covenants, conditions and restrictions which are recorded on the date hereof, and for no other

purpose without the prior written consent of Landlord. Tenant shall not cause injury to the improvements on the Premises and shall not use the Premises in a manner that would constitute a public or private nuisance or constitute waste.

- 5.2 Tenant covenants and agrees with Landlord that it will base an ambulance at the Premises during the Lease Term. The parties acknowledge that the ambulance stationed at the Premises will leave the Premises from time to time to perform services, and that the ambulance may be relocated by Tenant to other locations on a temporary basis' from time to time to maintain ambulance coverage to Tenant's service area, as Tenant determines in its sole discretion.
- 5.3 During the entire Lease Term Tenant shall maintain and keep in good repair the Premises which Tenant occupies including all cleaning of said Premises.

6.0 RENT

As for rental of the Premises during the Lease Term, Tenant shall pay the following amounts (all of which collectively, together with other amounts due under this Lease shall be referred to herein as the "**Rent**"), and the obligation to pay such amounts shall survive the expiration or termination of this Lease.

- 6.1 Base Rent. Tenant shall occupy the Premises at a cost of _____ (\$) Dollars per month which sum includes the cost of the amortized Landlord Improvements at a sum of \$_____ per month, during the Lease Term which monthly payments shall be due and payable on the 1st day of each and every month beginning _____.
- 6.2 Additional Rent. Tenant shall pay as additional rent all monthly charges for telephone service, gas, water and electric provided to the Premises during the Lease Term. Tenant agrees to have such services charged directly to Tenant, if possible, and to pay each invoice for services when due. In the event that Tenant does not pay any additional rent when due, Landlord shall have the option, but not the obligation, to pay for any such item, whereupon Tenant shall owe Landlord such amount paid by Landlord plus five percent (5%) of such amount as a late payment fee, which amount shall be paid by Tenant as additional rent immediately upon receipt of an invoice therefor from Landlord. Notwithstanding the foregoing, Landlord shall provide five (5) days prior written notice to Tenant once in any given calendar year before the late fee herein is charged to Tenant. No such notice shall be required for subsequent late payments in the same calendar year.

7.0 OPERATING COSTS

Except for the obligations of Tenant as expressly set forth in this Lease, Landlord shall be solely responsible for and shall pay all sums expended or obligations incurred by Landlord with respect to the Building and grounds, whether or not now foreseen, including, but not limited to maintenance costs of contractors providing maintenance to the Building; insurance covering liability, hazards, casualties and potential losses of any kind, repairs, maintenance, including but not limited to, landscaping, snow removal, parking lot sweeping, window washing, parking lot lighting and trash removal, replacements respecting the Building, including costs of materials, supplies, tools and equipment used in connection therewith; and including the repaving of parking areas, replanting of landscaped areas and replacing building, components; costs incurred in connection with the operation, maintenance, repair, replacing, inspection and servicing (including maintenance contracts) of electrical, plumbing, heating, air conditioning and mechanical equipment and the cost of materials, supplies, tools and equipment used in connection therewith, including leasing as appropriate; replacements of the original components of the Building; and all other expenses and costs of every kind and nature incurred for the purpose of operating and maintaining the Building and Grounds, whether or not similar to the foregoing.

8.0 TAXES, ASSESSMENTS, AND UTILITY CHARGES

- 8.1 Landlord shall bear, pay and discharge all real estate taxes and assessments (if any) which shall be charged, assessed, imposed or levied, or become a lien upon or on account of the Premises or any appurtenances thereof.
- 8.2 Throughout the Lease Term, Landlord shall provide for the provision of adequate utilities including gas, electric, telephone, cable television, and DSL internet, to the Premises so as to protect the same from damage. Tenant shall maintain and pay monthly gas and electric utility charges, and telephone at the time the same become due or payable. Landlord shall pay the monthly cost for furnishing internet and cable service to the Building and shall pay the monthly charges for water and sewer service. Tenant shall install, maintain and pay for any coaxial cable used for radios for their own use. Landlord shall not be liable to Tenant should the furnishing of water and sewer service be interrupted because of repairs, installation of improvements or for any other cause not caused by Landlord.

9.0 COMMON AREAS

Tenant, its employees, agents and invitees shall have the reasonable, nonexclusive right to use, in common with Landlord and the other tenants and occupants of the

Building and Grounds and their respective employees, customers and invitees and all others to whom Landlord has or may hereafter grant rights to use the same, the common areas as may from time to time exist, including, but not limited to parking facilities, sidewalks, driveways, accessways and meeting room ("**Common Areas**"). Landlord shall at all times have full control, management and direction of the Common Areas. Tenant shall not cause or allow any storage of materials or equipment outside of the Premises on any of the Common Areas. Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number, location, layout and nature of the Common Areas, to construct additional buildings and stories, to create additional rentable areas through use and/or enclosure of Common Areas, to close portions of the Common Areas for maintenance, repair or replacement, to place signs in Common Areas and on the Building, to change the name or address of the Building and to change the nature of the use of any portion thereof. Notwithstanding any provision to the contrary in this Section 9.0, Landlord acknowledges that Tenant's use of the Premises is dependent upon the concurrent use of certain Common Areas. As such, Tenant shall be allowed to terminate this Lease upon notice to Landlord if any rights exercised by Landlord in respect to the Common Areas have the effect of substantially limiting Tenant's use or enjoyment of the Premises.

10.0 REPAIRS AND MAINTENANCE

- 10.1 Except as provided in Section 10.2 below, Landlord shall, at its sole cost and expense, maintain the Building and Premises and every part thereof, in good condition and repair. Landlord's obligations shall include, but not be limited to: maintaining landscaping; providing snow removal (except in regard to any sidewalks Tenant is obligated to clear pursuant to this Lease), parking lot sweeping, window washing, parking lot lighting and trash removal; providing replacements respecting the Project, including costs of materials, supplies, tools and equipment used in connection therewith (including the repaving of parking areas, replanting of landscaped areas and replacing building components); and operate, maintain, repair, replace, inspect and service electrical, plumbing, heating, air conditioning and mechanical equipment.
- 10.2 Tenant shall, at its sole cost and expense: (a) maintain and repair its Tenant improvements and any alterations made to the Premises by Tenant after the Commencement Date; (b) repair any damage to the Building, Premises or Common Areas caused by the installation or moving of Tenant's furniture, equipment and personal property; and (c) repair or replace with glass of equal quality any broken or cracked plate or other glass on the Building to the extent such glass was broken or cracked by Tenant, its employees, agents, invitees or customers. Tenant shall not defer any repairs or replacements to the Premises by reason of the anticipation of the expiration of the Term. Landlord, at Landlord's option, may elect to perform all or part of the maintenance, repairs and servicing

which is the obligation of the Tenant hereunder and/or the obligation of all of the other tenants of the Project with respect to the respective premises occupied by them, in which event the costs thereof shall be billed directly to and paid by Tenant as Additional Rent. Except as aforesaid, in the event that, at the request of Tenant, Landlord at its option performs any maintenance, repairs or servicing which is the obligation of the Tenant hereunder, then Tenant shall pay Landlord directly therefor. In the event there is any warranty in effect in connection with repairs or replacements made by Tenant and if Landlord is unwilling to pursue the warranty claim, then Tenant shall have the right to pursue the warranty claim in connection with the repair and/or replacement made by Tenant. Tenant shall be responsible for all snow and ice removal on all sidewalks adjacent to the Premises. Upon expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in good condition and repair excepting only (a) normal wear and tear; (b) losses caused by fire or other casualty; (c) losses caused by condemnation; and (d) losses due to Landlord's failure to maintain the Project (including the Premises) or to make repairs which Landlord is required by this Lease to make. Tenant's obligation to so deliver the Premises shall survive the expiration or termination of this Lease.

11.0 ALTERATIONS BY TENANT

11.1 Tenant may not make any alterations, additions or improvements (collectively, "**Alterations**" and individually, an "Alteration") in or to the Premises without Landlord's prior written consent in each instance which consent will not be unreasonably withheld or unduly delayed for non-structural Alterations which are not visible from the exterior of the Premises or do not affect the exterior appearance of the Premises. Landlord will not be deemed to be unreasonably withholding its consent if it requires Tenant to remove the alteration when approval is requested and Tenant refuses to remove the alteration. In the event Landlord approves an Alteration, (i) the Alteration shall be constructed in a good and workmanlike manner, (ii) the structural integrity of the Facility and the exterior appearance shall not be impaired by the Alteration or the construction thereof, (iii) no liens shall attach to the Premises by reason thereof, and (iv) Tenant shall carry or cause its contractors to carry any required worker's compensation insurance. All Alterations made by Tenant shall be at its sole cost and expense. Landlord's consent to an Alteration may be conditioned upon the receipt by Landlord of such information as Landlord may reasonably require, and upon the furnishing of certificates of insurance, waivers of lien, and receipted bills covering any and all labor and materials utilized in connection therewith, and such other conditions as Landlord may reasonably require. Landlord hereby approves the Alterations which are the original Tenant improvements described in

Exhibit D, and the parties agree that the same shall be surrendered by Tenant and become the property of Landlord upon termination of the Lease.

- 11.2 Upon the written request by Tenant for Landlord approval of Alterations, Landlord shall notify Tenant in writing which Alterations must be removed from the Premises upon termination of the Lease; all other Alterations shall remain on the Premises and shall become the property of Landlord. Tenant shall remove the Alterations designated by Landlord for removal, all at Tenant's sole expense, on or before the Termination Date and Tenant shall repair any damage to the Premises caused by such removal. Tenant's obligations under this Section 11.0 shall survive the expiration or termination of this Lease. If Tenant fails to remove the Alterations as required hereunder, Landlord may remove the Alterations and may, at Landlord's option, store or destroy them and all costs incurred by Landlord shall be promptly reimbursed by Tenant.

12.0 FIXTURES AND SIGNS

Tenant may have signage as permitted by and subject to Landlord's consent. Such consent shall be given or withheld at Landlord's sole discretion.

13.0 INSURANCE

- 13.1 During the Lease Term, Tenant shall provide and maintain in full force and effect at no cost to Landlord the following insurance coverages with the minimum limits as indicated:
- (i) Commercial general liability insurance, with liability limits of not less than \$1 million per occurrence, \$3 million aggregate (to include products/completed operations. Landlord shall be included as an **ADDITIONAL INSURED** under such insurance.
 - (ii) All Risk form commercial property insurance on Tenant's Improvements for their full replacement value.
- 13.2 Tenant may, at its option, purchase business income, business interruption, extra expense or similar coverage as part of this commercial property insurance, and in no event shall Landlord be liable for any business interruption or other consequential loss sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its employees, officers, directors, or agents.
- 13.3 Tenant may, at its option, purchase insurance to cover its personal property. In no event shall Landlord be liable for any damage to or loss of

personal property sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its employees, officers, directors, or agents.

- 13.4 Landlord agrees that Tenant shall have the right to satisfy these insurance requirements pursuant to (i) a blanket insurance policy covering other properties in addition to the premises, provided that the coverage in effect for the premises shall equal the minimum insurance limits specified herein, (ii) a plan of self-insurance (after furnishing financial statements reasonably satisfactory to Landlord demonstrating the financial ability of Tenant to fund a plan of self-insurance), or, (iii) a combination of any of the foregoing insurance programs. Tenant shall provide Landlord with certificates of insurance, or a letter confirming such self-insurance, as evidence of the above insurance, if requested. Tenant will give Landlord thirty (30) days written notice of any cancellation of insurance coverage.
- 13.5 During the Lease Term, Landlord shall provide and maintain in full force and effect the following insurance coverages with minimum limits as indicated, (which may also be revised to reasonable amounts consistent with similar industry practice at the Landlord's discretion from time to time):
- (i) All Risk form commercial property insurance on the building and all improvements therein (other than Tenants Improvements) for their full replacement value.
 - (ii) Commercial general liability insurance (or its equivalent), occurrence form, and, if necessary, commercial umbrella or excess insurance with a total limit of not less than \$1,000,000 each occurrence as described below. Tenant shall be included as an **ADDITIONAL INSURED** under such insurance, using an additional insured endorsement or a substitute providing equivalent coverage.
- 13.6 Landlord agrees to furnish copies of any insurance policies for Tenant's review if requested. Landlord shall also furnish Tenant with duly executed Certificates of Insurance certifying that all required insurance has been provided and that the insurance companies will give Tenant thirty (30) days prior written notice of any cancellation of insurance coverage.
- 13.7 Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective officials, directors, officers and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary form of the "All Risk" property insurance

required of Landlord and Tenant as set forth above, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

14.0 COMPLIANCE WITH LAWS

Subject to the obligations imposed on Landlord in Section 10.0 above, Tenant shall, at its sole cost and expense, comply with any and all laws, statutes, ordinances, regulations, fire codes, building codes and restrictions and easements of record, now or hereafter in force, applicable to the performance of Tenant's operations on the Premises or relating to the use of Tenant Improvements or Alterations or to the making of repairs, changes, alterations, or improvements to such Tenant Improvements or Alterations. Tenant also covenants to comply, at its sole cost and expense, with any and all reasonable rules and regulations applicable to the conduct of Tenant's operations on the Premises issued by insurance companies (including Landlord's fire underwriters, if any) writing policies covering the Premises to the extent that noncompliance will result in premium increases (or, in the alternative Tenant may, at its option, pay such premium increase as additional rent. hereunder). Landlord shall, at its sole cost and expense, comply with any and all laws, statutes, ordinances, and regulations, fire codes, building codes and restrictions and easements of record, now or hereafter in force, applicable to the Building (other than Tenant Improvements or Alterations) or to the making of repairs, changes, alterations or improvements to the Building (other than Tenant Improvements or Alterations).

15.0 PARKING

Tenant and Tenant's employees, customers and invitees shall have the nonexclusive right to use the parking spaces located within the Common Areas. Landlord reserves the right to regulate parking within the Common Areas, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant to use certain parking spaces. Tenant shall not permit vehicles and/or trailers to be abandoned or stored in the Project's parking and loading areas.

16.0 JANITORIAL SERVICES

Tenant shall clean the Premises and arrange for trash removal from the Premises to the existing trash dumpster on a daily basis or otherwise in a manner sufficient to keep and maintain the Premises in a first-class and clean condition.

17.0 ENVIRONMENTAL MATTERS

- 17.1 "Environmental Laws" means any or all of the following: the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C.

§§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300h et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 401 et seq.; regulations under any of the foregoing statutes; and any other laws and regulations of the United States, the State of Minnesota or any political subdivision or agency of either of them, which are now in effect or hereinafter enacted or amended that deal with the regulation or protection of the environment, including ambient air, groundwater, surface water and land use, including sub-strata land.

- 17.2 Tenant shall comply in all respects with all present and hereinafter enacted Environmental Laws, and any amendments thereto, relating to Tenant's operations on the Premises. Tenant shall immediately notify Landlord of any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Tenant's operations on the Premises or any change in Tenant's operations on the Premises that will change or has a potential to change Tenant's or Landlord's obligations or liabilities under the Environmental Laws. Tenant hereby agrees to indemnify and hold harmless Landlord, and Landlord's officers, officials, agents, and employees from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation and legal fees and expenses), including, but not limited to, any claim or action for injury, liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of or adverse effects on the environment, or violation of any Environmental Law or other statute, ordinance, rule, regulation or order of any government or judicial entity, and from and against any damages, liability, cost, and penalties assessed as a result of any activity or operation on the Premises during the Lease Term. Tenant's obligations and liabilities under this Section shall survive the expiration or termination of this Lease. The terms of this Section shall be enforceable by injunction or, at Landlord's option, by action for damages.

18.0 INDEMNIFICATION

- 18.1 Tenant hereby agrees to indemnify and hold harmless Landlord and Landlord's officers, directors, agents, and employees from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, caused by, incurred, or resulting from (i) Tenant's occupancy, use or operation of the Premises, or (ii) from any default under or failure to perform any term or provision of this Lease by Tenant or (iii) the negligent or willful acts of Tenant, its directors, officers, or employees. This indemnity does not cover matters arising out of the negligent or willful acts

of Landlord or its employees, agents, contractors, guests, officers, invitees or officials. It is expressly understood that Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease for any reason. In case any action or proceeding is brought against Landlord or its officers, officials, agents or employees, by reason of any such claim, Tenant, upon notice, will defend such action or proceeding by responsible counsel selected by Tenant and reasonably acceptable to Landlord.

- 18.2 Landlord hereby agrees to indemnify and hold harmless Tenant and Tenant's officers, directors, agents, and employees from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, caused by, incurred, or resulting from (i) Landlord's occupancy, use or operation of the Premises, or (ii) from any default under or failure to perform any term or provision of this Lease by Landlord or (iii) the negligent or willful acts of Landlord, its directors, officers, or employees. This indemnity does not cover matters arising out of the negligent or willful acts of Tenant or its employees, agents, contractors, guests, officers, invitees or officials. It is expressly understood that Landlord's obligations under this Section shall survive the expiration or earlier termination of this Lease for any reason. In case any action or proceeding is brought against Tenant, or its officers, officials, agents or employees, by reason of any such claim, Landlord, upon notice, will defend such action or proceeding by responsible counsel selected by Landlord and reasonably acceptable to Tenant.

19.0 DAMAGE OR DESTRUCTION

- 19.1 If the Building or Premises is destroyed or damaged in whole or in part by fire, or the elements, or as a result directly or indirectly of war, or by act of God, or by reason of any other cause whatsoever, Tenant shall give notice thereof to Landlord, and except as otherwise provided below, Landlord at Landlord's cost and expense promptly may repair, replace, and rebuild the Premises or Building to at least as good condition as it or they were in immediately prior to such occurrence.
- 19.2 If following such damage or destruction the estimate of the time to complete such repair or restoration, as reasonably and promptly determined by the general contractor selected by Landlord, exceeds one hundred twenty (120) days, Landlord and Tenant at their respective options shall have the right to terminate the Lease upon written notice to the other party given within twenty (20) days after receipt of the estimated time to repair or restore.

- 19.3 The net proceeds of any insurance shall be applied in payment of the cost of such repairing or rebuilding as the same progresses. If the insurance proceeds exceed the cost of such repairs or rebuilding, then the balance remaining after payment of the cost of such repairs or rebuilding shall be paid over and belong to Landlord.
- 19.4 Except as specifically provided in this Section 19.0, this Lease shall not terminate or be affected in any manner by reason of the destruction or damage in whole or in part of the Premises or any building or improvements now or hereafter standing or erected thereon or by reason of the untenability of the Premises or any such building or improvements except that rent shall abate during the period of untenability.
- 19.5 If the fire or casualty damages or destroys more than twenty-five percent (25%) of the Tenant Improvements on the Premises and occurs within the last two months of the Lease Term then Tenant, at its option, may elect to terminate the Lease by giving written notice thereof to Landlord within fifteen (15) days after such fire or casualty. If Tenant timely gives such notice then the Lease shall terminate as of the date of such fire or casualty; Tenant shall not be liable for any rent accruing after the date of such fire or casualty; Landlord shall not be required to rebuild or restore the Premises; and all casualty insurance proceeds shall be the sole property of Landlord.

20.0 CONDEMNATION

- 20.1 If all or substantially all of the Premises are taken by the exercise of the power of eminent domain or conveyed under the threat of eminent domain, then this Lease shall terminate as of the date possession is taken by the condemnor (provided that the Lease shall not terminate if Landlord is the condemnor). The entire compensation award shall belong to Landlord and Tenant shall have no interest therein; provided that Tenant shall have the right to make a separate claim for its personal property or relocation benefits in accordance with applicable law, provided that the award to Landlord is not reduced thereby.
- 20.2 If (i) more than twenty percent (20%) of the area of the Premises, or (ii) any Common Areas reasonably necessary for use of the Premises are taken by the exercise of the power of eminent domain or sold under the threat of eminent domain, then Tenant shall have the right to terminate this Lease if the portion of the Premises or Common Areas remaining are such that their continued use for the purposes for which the same were being used immediately prior to such taking is reasonably impractical or economically imprudent. Termination shall be as of the date legal

possession is taken by the condemnor. The option to terminate herein granted shall be exercised in writing by Tenant within thirty (30) days after the date of the taking of possession by the condemnor. In any event, the entire compensation award shall belong to Landlord and Tenant shall have no interest therein; provided that Tenant shall have the right to make a separate claim for its personal property or relocation benefits in accordance with applicable law, provided that the award to Landlord is not reduced thereby. If this Lease is not terminated, then Tenant, with reasonable diligence and at its own expense, shall restore any improvements upon the Premises affected by the taking, even if the total cost for such restoration is in excess of the amount awarded or paid by the condemnor for such purpose, and Landlord shall make the proceeds of the condemnation award available for said purpose. Rent shall abate in the event of any partial taking hereunder to the extent to which the Premises are untenable.

21.0 INSPECTION

Landlord and its authorized representatives shall have the right, upon giving reasonable prior written notice (except in an emergency, in which case no notice is required), to enter the Premises or any part thereof and inspect the same for the purposes of determining Tenant's compliance with the terms of this Lease or to make repairs required hereunder.

22.0 QUIET ENJOYMENT

So long as Tenant shall timely pay the Rent and all other sums herein provided and shall keep and timely perform all of the terms, covenants, and conditions on its part herein contained, Landlord covenants that Tenant, subject to Landlord's rights herein, shall have the right to the peaceful and quiet occupancy of the Premises.

23.0 ASSIGNMENT AND SUBLETTING

- 23.1 Except as herein set forth, Tenant shall not mortgage, encumber or assign this Lease or any interest therein, or sublet all or any portion of the Premises, or allow the use of any portion of the Premises by any third party, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or unduly delayed. Notwithstanding anything to the contrary contained herein, Tenant may assign this Lease upon notice to Landlord, but without Landlord's consent, to any entity controlled by or controlling Tenant, or to an entity that acquires all or substantially all of Tenant's assets; provided, however, that in such instances Tenant shall remain liable for the performance of this Lease and Landlord shall have the right to withhold consent to the assignment in its sole discretion to determine that the intended assignee

constitutes a public service entity and has the ability to pay rent and perform the Tenant's obligations under this Lease.

23.2 Landlord shall have the right at any time to sell or convey the Premises subject to this Lease or to assign its rights, title and interest as Landlord under this Lease in whole or in part. In the event of any such sale or assignment (other than a collateral assignment as security for an obligation of Landlord), and provided the assignee assumes all of the Landlord's obligations under this Lease from and after the date of transfer Landlord shall be relieved from and after the date of such transfer or conveyance of liability for the performance of any obligation of Landlord contained herein, except for obligations or liabilities accrued prior to the date of such assignment or sale, and Tenant shall attorn to the purchaser or assignee (as the case may be).

24.0 DEFAULT AND REMEDIES

24.1 Each of the following shall be deemed a "Default" of this Lease by Tenant:

- (i) If any Rent (Base Rent or Additional Rent) or other monetary sum due remains unpaid for five (5) days after such sum is due and Tenant fails to pay such sum within ten (10) days of receiving notice from Landlord demanding payment;
- (ii) If Tenant becomes insolvent, or if proceedings are commenced against Tenant hereunder in any court under any bankruptcy act or for the appointment of a trustee or receiver of Tenant's property and are not dismissed within sixty (60) days, or if Tenant files any assignment for the benefit of creditors, is not generally paying its debts as the same become due, or is taken over by any government regulatory agency having the jurisdiction to do so and such agency does not fully comply with the obligations imposed on Tenant hereunder, or if Tenant abandons or vacates the Premises or advises Landlord in writing that it intends to discontinue its business operations; or
- (iii) If Tenant fails to perform or violates any other of the covenants, conditions, obligations or restrictions of this Lease, which failure to perform or violation remains uncured for a period of thirty (30) days or more after notice thereof from Landlord to Tenant; provided, however, that if such failure or violation cannot reasonably be cured within the thirty (30) day period, and Tenant is diligently pursuing a cure of such failure or violation, then Tenant shall, after receiving notice specified herein, have a reasonable period to cure such failure or violation, not exceeding one hundred eighty (180) days,

provided Tenant continuously exercises due diligence in the cure of the same.

- 24.2 In the event of any Default, and without any notice, except, if applicable, the notice prior to Default required under circumstances set forth in subsection (a) above, Landlord shall be entitled to exercise, at its option, concurrently, successively, or in any combination, any and all remedies available at law or in equity, including without limitation anyone or more of the following:
- (i) To terminate this Lease;
 - (ii) To terminate Tenant's occupancy of the Premises and to reenter and take possession of the Premises or any part thereof (which termination of occupancy and reentry shall not operate to terminate this Lease unless Landlord expressly so elects) and of any and all fixtures which are located on the Premises and owned by Landlord;
 - (iii) To recover from Tenant all expenses, including attorneys' fees, reasonably paid or incurred by Landlord as a result of any such Default;
 - (iv) To recover from Tenant all Rent not theretofore paid at the time of any Default, the remaining balance due Landlord for the Landlord Improvements, and any sums thereafter accruing as they become due under this Lease, if the Lease has been terminated, during the period from the Default to the Termination Date.
 - (v) Landlord's rights to exercise the remedies set forth in this Section 24.0 shall survive the expiration or termination of this Lease.
- 24.3 In the event of any Default by Tenant, or in the event of a failure by Tenant to perform any covenant, condition, obligation or restriction under this Lease pertaining to the repair or maintenance of the Premises (prior to the expiration of any applicable grace or cure period) that Landlord reasonably deems of an emergency in nature Landlord may, at its option, but shall not be obligated to, immediately or at any time thereafter, and without notice except as required herein, correct such Default or failure without, however, curing the same, for the account and at the expense of the Tenant. Any sum or sums so paid by Landlord, together with interest at the Applicable Rate, and all costs and damages, shall be deemed to be Additional Rent hereunder and shall be due from Tenant to Landlord upon demand.

entitled to all remedies available to it at law or in equity for such holdover, including Holdover Rent and including, but not limited to, Landlord's damages suffered as a result of such holding over by Tenant.

29.0 WAIVER AND AMENDMENT

No provision of this Lease shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

30.0 JOINT VENTURE

None of the agreements contained herein is intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint venturers, nor to make Landlord in any way responsible for the debts or losses of Tenant.

31.0 CAPTIONS

Captions are used throughout this Lease for convenience or reference only and shall not be considered in any manner in the construction or interpretation of this Lease.

32.0 SEVERABILITY

If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Lease, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

33.0 CONSTRUCTION

This Lease involves property located within the State of Minnesota and shall be construed according to the laws of the State of Minnesota.

34.0 ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided.

35.0 COUNTERPARTS

This Lease may be executed in one or more counterparts, each of which shall be deemed an original.

36.0 BINDING EFFECT

The terms and conditions of this Lease shall be binding upon and benefit the parties hereto and their respective successors and assigns.

37.0 ATTORNEYS' FEES

In the event of litigation arising out of this Lease, the prevailing party shall be entitled to court costs, out-of-pocket expenses and reasonable attorneys' fees from the unsuccessful party.

38.0 REPRESENTATION AS TO AUTHORITY

38.1 Tenant

- (i) Tenant is a 501C3 Non-Profit Corporation validly existing and in good standing under the laws of the State of Minnesota and has the power and authority to consummate the transactions contemplated by this Lease.
- (ii) All proceedings of Tenant necessary to consummate the transactions contemplated by this Lease have been duly taken in accordance with law.
- (iii) The person or persons executing this Lease on behalf of Tenant are duly authorized to bind Tenant.

38.2 Landlord

- (i) Landlord has the power and authority to consummate the transactions contemplated by this Lease.
- (ii) All proceedings of Landlord necessary to consummate the transactions contemplated by this Lease have been duly taken by the Milaca City Council in accordance with law.
- (iii) The person or persons executing this Lease on behalf of Landlord are duly authorized to bind Landlord.

39.0 BROKERS

Each party represents and warrants that it has dealt with no broker or agent in this transaction. Landlord and Tenant agree to indemnify and hold each other harmless from and against any claims by any broker or agent claiming commissions or other compensation as their respective representative or agent with regard to this transaction. The provisions of this Section shall survive the termination of this Lease.

40.0 MEMORANDUM OF LEASE

Either party may at its expense record a memorandum of this Lease in form and content mutually agreeable to the parties hereto and executed by both parties.

41.0 PERFORMANCE OF WORK BY TENANT

All work on the Premises performed by Tenant or Tenant's contractors, agents or employees during the Lease Term, whether in the form of maintenance, repair, replacement, alterations or work in compliance with law, shall be performed by contractors approved in advance by Landlord, shall be performed in a good and workmanlike manner and in accordance with law, and shall be free and clear of all mechanics' lien claims (provided that Tenant shall have the right to contest mechanics' lien claims).

42.0 FORCE MAJEURE

Time periods, deadlines or dates for Landlord's or Tenant's performance under any provisions of this Lease (except for the payment of money) shall be extended for the period of time during which the non-performing party's performance is prevented or delayed due to labor disputes, casualties, embargoes, governmental restrictions or regulations, unusual weather and other acts of God, war or other strife, shortages of fuel labor, or building materials, action or non-action of public utilities or local, state or federal governments or agencies, the act or neglect of the other party or those acting for or under the other party, or any other causes or circumstances beyond the non-performing party's reasonable control.

43.0 EXHIBITS

The terms and diagrams set forth in the Exhibits to this Lease are hereby incorporated by reference as part of this Lease as though the contents of such Exhibits were set forth in full herein.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease as of the date first above written.

Landlord:
City of Milaca,
a Minnesota Municipal Corporation

Tenant:
Fairview Health Services,
a Minnesota Municipal Corporation

BY _____
Its Mayor

BY _____
Its _____

BY _____
Its City Administrator

EXHIBIT A
Diagram of the Premises

EXHIBIT B
Detail of Premises

EXHIBIT C
Landlord's Improvements

EXHIBIT D
Tenant's Improvements

SUBLEASE AGREEMENT

Landlord:City of Milaca, Tenant:Fairview Health Services, Subtenant:North Memorial Ambulance Services

Sublease of the lease (the "Prime Lease" attached as **Exhibit A**) dated January ____, 2013, between City of Milaca ("**Landlord**") and Fairview Health Services ("**Tenant**") in the building commonly known as 1005 Central Avenue North, Milaca, Minnesota ("**Building**") of the premises consisting of approximately 1,456 usable square feet ("**Premises**").

Sublease by Tenant

Subject to Tenant written acceptance of construction costs to be determined for Premises and for value received, Tenant does hereby sublease all of Tenant's right, title and interest in and to the Prime Lease of Premises in Building as depicted on the attached **Exhibit B** for a period of ten (10) years commencing on _____ (the "Sublease Date") and ending on _____ onto North Memorial Ambulance Services, ("Subtenant").

All tenant improvement and relocation costs associated with Subtenant's occupancy of the Premises including but not limited to planning, construction, finishing, decorating, data and telecommunications, and moving costs shall be paid by Subtenant.

Subtenant shall provide Landlord and Tenant all documentation related to tenant improvements as may be required by the Prime Lease.

Dated: _____

TENANT
Fairview Health Services

By: _____

Its: _____

Acceptance of Tenant's Sublease

Subject to Subtenant written acceptance of construction costs to be determined for Premises and in consideration of the preceding assignment and of the written consent of Landlord thereto, Subtenant (binding also Subtenant's heirs, successors and assigns) hereby assumes and agrees to make all payments and to perform and keep all promises, covenants, and conditions and agreements of the Prime Lease by Tenant to be made, kept and performed commencing on the Sublease Date until such time as the Sublease is terminated.

Dated: _____

SUBTENANT
North Memorial Ambulance Services

By: _____

Its: _____

Consent to Tenant's Sublease

Landlord hereby consents to the sublease of the Prime Lease by Tenant to Subtenant in consideration of Tenant's promises, covenants and agreements herein above expressed. Landlord does not consent to any further subletting of the Lease nor of the Leased Premises or any part thereof.

Dated: _____

LANDLORD
City of Milaca

By: _____

Its: _____

**EXHIBIT A
to
Sublease**

PRIME LEASE

**EXHIBIT B
to
Sublease**

PREMISES

