

MILACA CITY COUNCIL AGENDA
JANUARY 17, 2013

Oaths of office

6:30

Call meeting to order
Roll Call

Consent Agenda

Minutes of December 20 regular meeting
Bills for payment
Official designations and appointments
Resolution No. 13 – 01 Assessing unpaid fire service charge
Resolution No. 13 – 02 Assessing unpaid water and sewer charges
Resolution No. 13 – 03 Writing off NSF checks
Resolution No. 13 – 04 Approving Budget Adjustments
Approve publishing Ordinance No. 396 in summary form
City Treasurer's report

Citizens Forum

Public Hearing

Appeal of dangerous dog determination

Requests and Communications

Letter from City Engineer

Ordinances and Resolutions

Ordinance No. 397 - Flood plain ordinance and map

Reports of Boards and Commissions

Planning commission
Economic Development commission
Airport commission
Parks commission
Downtown Initiative

Unfinished Business

Tower lease

New Business

Park trespass

Council Comments

Adjourn

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

MILACA CITY COUNCIL MINUTES
DECEMBER 20, 2012 MEETING

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

Staff present: Lerud, Gann, Schieffer, and Toven

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

1. Minutes of the November 15 regular council meeting.
2. General bills for payment: 812250E-812254E, #38995-38997, #39061-39067, #39071-39139, totaling \$204,849.37; Liquor bills, 912047E-912050E, #22424-22434, #22371-22385, totaling \$147,522.42.
3. Approve 2013 contract with Ogilvie in the amount of \$38,000.
4. Transfer money to the Industrial Park construction fund, from the funds in the following amounts: Water - \$59,871.09, Sewer - \$79,561.67, and Streets (general) - \$86,343.31, and then close the Industrial Park Construction project fund effective December 31, 2012.
5. Approve police policy regarding license plate readers as presented.
6. City Treasurer's report.

Unanimous consent.

No one was present for citizen's forum or for the budget comment period.

A letter from the State Fire Marshal's office was reviewed informing the city that the fire department shared services grant application was not approved. Lerud said the group would consider applying again next year.

A letter from the MN Department of Employment and Economic Development was reviewed informing the city that the application for a Small Cities Grant did not clear the pre-application stage.

Motion by Dillan, second by Johnson to hold the second reading, and for passage, of Ordinance No. 396

ORDINANCE NO. 396
AN ORDINANCE ESTABLISHING REGULATION OF PAWN SHOPS

After a brief discussion, and upon voting, all voted in favor.

Council member Johnson offered Resolution No. 12 – 49 and moved for its adoption, second by Muller

RESOLUTION NO. 12 – 49
RESOLUTION APPROVING THE FINAL 2013 BUDGET AND 2013 TAX LEVY
(entire text appears in Resolution book)

Unanimous consent.

Council member Bekius offered Resolution No. 12 – 50 and moved for its adoption, second by Muller

RESOLUTION NO. 12 – 50
RESOLUTION APPROVING 2013 LICENSES
(entire text appears in Resolution book)

Unanimous consent.

Council member Johnson offered Resolution No. 12 – 51 and moved for its adoption, second by Dillan

RESOLUTION NO. 12 - 51
RESOLUTION SUPPORTING MAINTENANCE OF LOCAL DEPUTY REGISTRAR AND LOCAL DRIVER LICENSE
AND STATE I.D. SERVICES
(entire text appears in Resolution book)

Lerud said the Resolution was recommended by the Deputy Registrar Association to encourage the Legislature to ensure that the fees charged for vehicle and driver's service are adequate to cover costs, because the city's office, like most other, relies exclusively on the fees received to operate.

Upon voting, all voted in favor.

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

Lerud said the economic development commission meeting minutes were in the packet, and the group meets tomorrow morning.

Council member Muller said there was no airport commission meeting, but there are new pilots sharing some of the planes at the airport so there has been activity. He said the fly-in is scheduled for August 10, and fly-in chili feed in February. Council member Dillan suggested that it be coordinated with Snow-Days events in February.

Mayor Pedersen said the parks commission met on Tuesday and appointed Matt Follmuth as the chair. He said the city was awarded a grant for the 2013 rec fest. The band shell was the main discussion. Mayor Pedersen said that Rec Fest has been split off from the parks commission. He commented that the skating rink looked good.

Council member Dillan said the downtown group did not meet in December, and are still looking for information on street lights.

Lerud said that the city was cc'ed on a letter from the county to a property owner whose septic system was found to be non-compliant. He said that this is the third or fourth along SW River drive that have been found to have non-compliant systems in the past year, and that the city council should consider a utility plan for that area. Lerud said an open house for the residents in that area was held last year, and

while there obviously not interest in having an assessment to pay for water and sewer, those in attendance also understood that water and sewer was going to happen at some point in the future.

Lerud suggested that the council consider starting a process that would lead to water and sewer being installed at some certain future date. He said there are several other properties in that area that, more than likely, have non-compliant systems, and give that some of the lots are small, and requirements that a new mound system be so many feet from a well, there may be some properties that are not able to comply. By setting a date in the future when this would occur, it would give some certainty to the situation. The county would know for certain that public water and sewer was going to be available, and for those who recently installed a mound system, the city could work with them to defer assessments so they got use out of their system.

In addition, Lerud said, all the residents in that area know that the road is failing and from a planning perspective, it would not make any sense to put in a new road only to tear it out a couple of years later to put water and sewer in. Council member Johnson said he liked the idea of putting the date out three to four years to give plenty of notice to the residents.

Lerud suggested that if the council wanted to proceed, that the city request a proposal from the city engineer to examine the issue and prepare a cost estimate to prepare a phased report. After a brief discussion a motion was made by Muller, second by Dillan to request a proposal from the city engineer for phasing utilities on SW River Drive, unanimous consent.

Mayor Pedersen called for Council comments.

Council member Muller said he attended the broadband meeting, and they are going to be setting up a steering committee to see how broadband access can be enhanced in the county.

With no other business a motion to adjourn was made by Bekius, second by Johnson, all voted in favor and the meeting adjourned at 7:05 p.m.

ATTEST

Mayor Harold Pedersen

Greg Lerud, City Manager

***Check Detail Register©**

DECEMBER 2012

Check Amt Invoice Comment

10100 General Bank

| Paid Chk# | Date | Payee | Check Amt | Invoice | Comment |
|---------------------------------|------------|---------------------------|-------------------|--------------------------------|---------|
| 812271E | 12/18/2012 | CENTERPOINT ENERGY | | | |
| E 208-49010-381 | Utilities | \$116.47 | 5813915 | NATURAL GAS-SR CENTER | |
| E 101-45600-381 | Utilities | \$76.99 | 5817670 | NATURAL GAS-HISTORICAL SOCIETY | |
| E 101-43000-381 | Utilities | \$409.56 | 5826633 | NATURAL GAS-PW | |
| E 101-41940-381 | Utilities | \$42.87 | 5831068 | NATURAL GAS-CITY HALL | |
| E 101-42280-381 | Utilities | \$40.33 | 6122593 | NATURAL GAS-FIRE | |
| E 602-49400-381 | Utilities | \$145.16 | 6672186 | NATURAL GAS-WATER TRMT | |
| E 101-45500-381 | Utilities | \$223.20 | 7142283 | NATURAL GAS-LIBRARY | |
| Total CENTERPOINT ENERGY | | | \$1,054.58 | | |

| Paid Chk# | Date | Payee | Check Amt | Invoice | Comment |
|----------------------------------|---------------------|----------------------------|--------------------|----------|---------|
| 812272E | 12/7/2012 | EAST CENTRAL ENERGY | | | |
| E 603-49450-381 | Utilities | \$40.00 | 201875902 | ELECTRIC | |
| E 603-49450-381 | Utilities | \$73.74 | 203981301 | ELECTRIC | |
| E 101-43000-380 | Street Lights | \$3,078.63 | 204619700 | ELECTRIC | |
| E 101-45200-381 | Utilities | \$32.06 | 205400900 | ELECTRIC | |
| E 602-49400-381 | Utilities | \$1,164.08 | 206041500 | ELECTRIC | |
| E 101-45500-381 | Utilities | \$685.20 | 206085200 | ELECTRIC | |
| E 602-49400-381 | Utilities | \$548.80 | 206734200 | ELECTRIC | |
| E 101-45200-381 | Utilities | \$32.06 | 5379600 | ELECTRIC | |
| E 101-49810-381 | Utilities | \$141.95 | 5448100 | ELECTRIC | |
| E 101-42110-437 | Other Miscellaneous | \$63.71 | 6302100 | ELECTRIC | |
| E 603-49450-381 | Utilities | \$84.43 | 6678100 | ELECTRIC | |
| E 101-42280-381 | Utilities | \$297.06 | 6751501 | ELECTRIC | |
| E 101-42280-381 | Utilities | \$420.61 | 7546001 | ELECTRIC | |
| E 101-41940-381 | Utilities | \$808.14 | 8145502 | ELECTRIC | |
| E 101-49810-381 | Utilities | \$69.96 | 830700 | ELECTRIC | |
| E 101-49810-381 | Utilities | \$74.48 | 831000 | ELECTRIC | |
| E 101-43000-380 | Street Lights | \$255.83 | 831300 | ELECTRIC | |
| E 101-43000-381 | Utilities | \$599.06 | 831500 | ELECTRIC | |
| E 603-49450-381 | Utilities | \$616.27 | 832000 | ELECTRIC | |
| E 602-49400-381 | Utilities | \$156.97 | 832100 | ELECTRIC | |
| E 101-45600-381 | Utilities | \$128.80 | 832400 | ELECTRIC | |
| E 603-49450-381 | Utilities | \$82.49 | 832500 | ELECTRIC | |
| E 603-49450-381 | Utilities | \$105.58 | 832600 | ELECTRIC | |
| E 602-49400-381 | Utilities | \$160.56 | 833100 | ELECTRIC | |
| E 602-49400-381 | Utilities | \$103.73 | 833300 | ELECTRIC | |
| E 101-45200-381 | Utilities | \$32.06 | 833400 | ELECTRIC | |
| E 101-45200-381 | Utilities | \$51.32 | 833600 | ELECTRIC | |
| E 208-49010-381 | Utilities | \$202.41 | 9084202 | ELECTRIC | |
| E 602-49400-381 | Utilities | \$153.94 | 970110800 | ELECTRIC | |
| E 101-42110-437 | Other Miscellaneous | \$33.84 | 97017300 | ELECTRIC | |
| Total EAST CENTRAL ENERGY | | | \$10,297.77 | | |

| Paid Chk# | Date | Payee | Check Amt | Invoice | Comment |
|--------------------------------|------------|--------------------------|-----------------|-----------------------|---------|
| 812273E | 12/15/2012 | MILACA LOCAL LINK | | | |
| E 619-49900-321 | Telephone | \$99.30 | 320-982-1099 | PHONE SERVICE-DEP REG | |
| E 101-45500-321 | Telephone | \$39.10 | 320-982-1549 | ALARM LINE - LIBRARY | |
| E 101-42280-321 | Telephone | \$88.55 | 320-982-3465 | PHONE SERVICE-FIRE | |
| Total MILACA LOCAL LINK | | | \$226.95 | | |

| Paid Chk# | Date | Payee | Check Amt | Invoice | Comment |
|---|------------|-------------------------------------|-----------------|----------------|---------|
| 812274E | 12/7/2012 | UNION SECURITY INSURANCE CO. | | | |
| G 101-21707 | Disability | \$379.79 | 4022335-0-1 | LTD - DEC 2012 | |
| Total UNION SECURITY INSURANCE CO. | | | \$379.79 | | |

| Paid Chk# | Date | Payee | Check Amt | Invoice | Comment |
|-----------------|------------|----------------------|-----------|---------------------------------|---------|
| 812275E | 12/31/2012 | INCONTACT INC | | | |
| E 101-42280-321 | Telephone | \$8.08 | 4020342 | LONG DISTANCE SERVICE-FIRE | |
| E 101-41940-321 | Telephone | \$30.98 | 4020370 | LONG DISTANCE SERVICE-CITY HALL | |
| E 101-43000-321 | Telephone | \$14.15 | 4020375 | LONG DISTANCE SERVICE-PW | |

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DECEMBER 2012

| | | Check Amt | Invoice | Comment |
|----------------------------|-----------|-----------------|---------|-------------------------------|
| E 101-42110-321 | Telephone | \$35.03 | 4021370 | LONG DISTANCE SERVICE-PD |
| E 619-49900-321 | Telephone | \$5.15 | 4021396 | LONG DISTANCE SERVICE-DEP REG |
| E 602-49400-321 | Telephone | \$0.10 | 4021432 | LONG DISTANCE SERVICE-WATER |
| E 101-45200-321 | Telephone | \$10.33 | 4580547 | LONG DISTANCE SERVICE-PARKS |
| Total INCONTACT INC | | \$103.82 | | |

Paid Chk# 812284E 12/27/2012 ENDICIA ACCOUNTING

| | | | | |
|---------------------------------|---------|-----------------|--|-------------------|
| E 101-41940-322 | Postage | \$500.00 | | POSTAGE FOR METER |
| Total ENDICIA ACCOUNTING | | \$500.00 | | |

10100 General Bank \$12,562.91

Fund Summary

10100 General Bank

| | |
|------------------------------|--------------------|
| 101 GENERAL FUND | \$8,703.73 |
| 208 CHARITABLE GAMBLING FUND | \$318.88 |
| 602 WATER FUND | \$2,433.34 |
| 603 SEWER FUND | \$1,002.51 |
| 619 DEPUTY REGISTRAR FUND | \$104.45 |
| | \$12,562.91 |

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JANUARY 2013

Check Amt Invoice Comment

10100 General Bank

| Paid Chk# | Date | Vendor | Account | Check Amt | Invoice | Comment |
|--|-----------|--------|---------|-----------------|--------------|---------------------|
| Paid Chk# 039152 1/11/2013 FRONTIER | | | | | | |
| E 602-49400-321 | Telephone | | | \$1.92 | 320-983-0121 | PHONE SVC-WATER |
| E 101-49810-321 | Telephone | | | \$50.18 | 320-983-2648 | PHONE SVC-AIRPORT |
| E 101-41940-321 | Telephone | | | \$193.01 | 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 | | | \$44.17 | 320-983-3142 | PHONE SVC-CITY HALL |
| E 619-49900-321 | Telephone | | | \$92.82 | 320-983-3143 | PHONE SVC-DEP REG |
| E 101-42280-321 | Telephone | | | \$49.62 | 320-983-3465 | PHONE SVC-FIRE |
| E 101-45200-321 | Telephone | | | \$46.07 | 320-983-5729 | PHONE SVC-PARKS |
| E 602-49400-321 | Telephone | | | \$146.40 | 320-983-6134 | PHONE SVC-WATER |
| E 101-42110-321 | Telephone | | | \$98.79 | 320-983-6166 | PHONE SVC-POLICE |
| E 101-43000-321 | Telephone | | | \$104.15 | 320-983-6547 | PHONE SVC-PW |
| Total FRONTIER | | | | \$843.33 | | |

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|--|------------------|--|--|-----------------|--------|---------------|
| Paid Chk# 039153 1/11/2013 JIMS MILLE LACS DISPOSAL | | | | | | |
| G 101-20200 | Accounts Payable | | | \$25.00 | 211948 | GARBAGE-FIRE |
| G 101-20200 | Accounts Payable | | | \$38.64 | 211948 | GARBAGE-PARKS |
| G 101-20200 | Accounts Payable | | | \$68.68 | 211948 | GARBAGE-CITY |
| Total JIMS MILLE LACS DISPOSAL | | | | \$132.32 | | |

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|--|-----------------------------|--|--|-------------------|--------|--------------------------------------|
| Paid Chk# 039154 1/11/2013 SENTRY SYSTEMS, INC. | | | | | | |
| E 101-45500-310 | Other Professional Services | | | \$38.48 | 668380 | DAILY TEST-LIBRARY |
| E 101-45500-310 | Other Professional Services | | | \$365.51 | 668380 | COMMERCIAL MONITORING-LIBRARY |
| E 101-45500-310 | Other Professional Services | | | \$397.32 | 668380 | ANNUAL PANEL TEST-LIBRARY |
| E 101-41940-310 | Other Professional Services | | | \$273.96 | 668380 | 2013 ALARM MONITORING-CITY HALL |
| E 101-41940-310 | Other Professional Services | | | \$365.51 | 668380 | 2013 COMMERCIAL MONITORING-CITY HALL |
| Total SENTRY SYSTEMS, INC. | | | | \$1,440.78 | | |

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|--|------------------|--|--|-----------------|------------|--------------|
| Paid Chk# 039155 1/17/2013 AMERIPRIDE | | | | | | |
| G 101-20200 | Accounts Payable | | | \$26.16 | 2200324692 | RUGS-LIBRARY |
| G 101-20200 | Accounts Payable | | | \$8.02 | 2200324693 | RUGS-CITY |
| G 619-20200 | Accounts Payable | | | \$17.53 | 2200324693 | RUGS-DEP REG |
| G 101-20200 | Accounts Payable | | | \$27.91 | 2200329550 | RUGS-LIBRARY |
| G 101-20200 | Accounts Payable | | | \$9.20 | 2200329551 | RUGS-CITY |
| G 619-20200 | Accounts Payable | | | \$19.55 | 2200329551 | RUGS-DEP REG |
| Total AMERIPRIDE | | | | \$108.37 | | |

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|---|------------------------|--|--|-----------------|--|-----------|
| Paid Chk# 039156 1/17/2013 ASSOC. OF MN BLDG OFFICIALS | | | | | | |
| E 700-50000-433 | Dues and Subscriptions | | | \$100.00 | | 2013 DUES |
| Total ASSOC. OF MN BLDG OFFICIALS | | | | \$100.00 | | |

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|---|-------------------------|--|--|----------------|------|-------------|
| Paid Chk# 039157 1/17/2013 AUTO BODY TECHNICIANS | | | | | | |
| E 101-45200-221 | Equipment Parts/Repairs | | | \$51.41 | 6146 | PARTS-PARKS |
| Total AUTO BODY TECHNICIANS | | | | \$51.41 | | |

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|---|--------------------------|--|--|-----------------|-------|----------------------|
| Paid Chk# 039158 1/17/2013 AVENET, LLC | | | | | | |
| E 101-41940-309 | EDP, Software and Design | | | \$500.00 | 31986 | 2013 WEBSITE HOSTING |
| Total AVENET, LLC | | | | \$500.00 | | |

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|--|------------------|--|--|----------------|-------|---------------------|
| Paid Chk# 039159 1/17/2013 BATTERY PRODUCTS INC | | | | | | |
| G 101-20200 | Accounts Payable | | | \$36.21 | 45197 | SUPPLIES-RADIO-FIRE |
| Total BATTERY PRODUCTS INC | | | | \$36.21 | | |

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|---|------------------|--|--|----------|--------|----------------|
| Paid Chk# 039160 1/17/2013 BEAUDRY OIL & PROPANE | | | | | | |
| G 101-20200 | Accounts Payable | | | \$27.73 | 363661 | GREASE-PW |
| G 101-20200 | Accounts Payable | | | \$114.57 | 363666 | SWEEPER OIL-PW |

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JANUARY 2013

| | | Check Amt | Invoice | Comment |
|--|-----------------------------|--|-------------|--------------------------------------|
| Total BEAUDRY OIL & PROPANE | | \$142.30 | | |
| Paid Chk# 039161 | 1/17/2013 | BILLINGS SERVICE | | |
| G 101-20200 | Accounts Payable | \$599.89 | | GAS-FIRE |
| G 208-20200 | Accounts Payable | \$45.58 | | GAS-TRAILS |
| G 101-20200 | Accounts Payable | \$1,823.48 | | GAS-PW |
| G 101-20200 | Accounts Payable | \$172.15 | | GAS-PARKS |
| Total BILLINGS SERVICE | | \$2,641.10 | | |
| Paid Chk# 039162 | 1/17/2013 | BOND TRUST SERVICES CORP | | |
| E 375-47000-601 | Debt Srv Bond Principal | \$45,000.00 | 18507 | 2005 GO BOND PRINCIPAL |
| E 375-47000-611 | Bond Interest | \$13,721.25 | 18507 | 2005 GO BOND INTEREST |
| E 375-47000-611 | Bond Interest | \$550.00 | 8525 | 2005 GO BOND AGENT FEE |
| Total BOND TRUST SERVICES CORP | | \$59,271.25 | | |
| Paid Chk# 039163 | 1/17/2013 | BOSER, MICHAEL | | |
| G 101-20200 | Accounts Payable | \$20.73 | | REIMB-GAS PURCHASE-12/25/12 |
| Total BOSER, MICHAEL | | \$20.73 | | |
| Paid Chk# 039164 | 1/17/2013 | BOYER TRUCKS, INC. | | |
| G 101-20200 | Accounts Payable | \$159.46 | 121998R | FIRE TRUCK REPAIR |
| Total BOYER TRUCKS, INC. | | \$159.46 | | |
| Paid Chk# 039165 | 1/17/2013 | BRIAN MATTHEW HAUER ENTERPRISE | | |
| E 101-43000-310 | Other Professional Services | \$42.93 | 3509 | RECYCLING-LIGHT BULBS/COPIER/MONITOR |
| Total BRIAN MATTHEW HAUER ENTERPRISE | | \$42.93 | | |
| Paid Chk# 039166 | 1/17/2013 | CORNER MART | | |
| G 101-20200 | Accounts Payable | \$164.75 | | GAS-PARKS |
| G 101-20200 | Accounts Payable | \$1,035.05 | | GAS-POLICE |
| G 101-20200 | Accounts Payable | \$517.47 | | GAS-PW |
| G 700-20200 | Accounts Payable | \$54.00 | | GAS-JP |
| G 101-20200 | Accounts Payable | \$54.75 | | GAS-FIRE |
| Total CORNER MART | | \$1,826.02 | | |
| Paid Chk# 039167 | 1/17/2013 | DIGITAL ALLY | | |
| G 101-20200 | Accounts Payable | \$432.85 | 1053161 | VUVAULT SOFTWARE-POLICE |
| Total DIGITAL ALLY | | \$432.85 | | |
| Paid Chk# 039168 | 1/17/2013 | DOVE FRET LAND & VAN VALKENBURG | | |
| G 101-20200 | Accounts Payable | \$883.20 | 63455 | CIVIL RETAINER-DEC |
| G 101-20200 | Accounts Payable | \$3,112.10 | 63456 | CRIMINAL RETAINER-DEC |
| G 500-20200 | Accounts Payable | \$101.25 | 63471 | FIELDSTONE GREEN ASSESSMENTS |
| Total DOVE FRET LAND & VAN VALKENBURG | | \$4,096.55 | | |
| Paid Chk# 039169 | 1/17/2013 | E.C.M. PUBLISHERS, INC. | | |
| G 211-20200 | Accounts Payable | \$23.40 | 112922 | RUM RIVER COMM FOUND AD |
| G 211-20200 | Accounts Payable | \$23.40 | 113046 | RUM RIVER COMM FOUND AD |
| G 211-20200 | Accounts Payable | \$35.55 | 259563 | RUM RIVER COMM FOUND AD |
| G 211-20200 | Accounts Payable | \$35.55 | 259900 | RUM RIVER COMM FOUND AD |
| Total E.C.M. PUBLISHERS, INC. | | \$117.90 | | |
| Paid Chk# 039170 | 1/17/2013 | ECONOMIC DEVELOPMENT ASSOC MN | | |
| E 101-41310-208 | Training and Travel | \$250.00 | | 2013 MEMBERSHIP-M LIND |
| Total ECONOMIC DEVELOPMENT ASSOC MN | | \$250.00 | | |
| Paid Chk# 039171 | 1/17/2013 | FAIRVIEW HEALTH SERVICES | | |
| G 101-20200 | Accounts Payable | \$126.00 | FVCL7500160 | HEPATITIS B-KENADY |

***Check Detail Register©**

JANUARY 2013

| | | Check Amt | Invoice | Comment |
|---|--------------------------|-------------|----------------------------|---------------------------------|
| Total FAIRVIEW HEALTH SERVICES | | \$126.00 | | |
| Paid Chk# | 039172 | 1/17/2013 | GERADS, JESSE | |
| G 101-20200 | Accounts Payable | \$325.00 | | TANKER 3 REPAIR-12/15-18/12 |
| Total GERADS, JESSE | | \$325.00 | | |
| Paid Chk# | 039173 | 1/17/2013 | GK CONSULTING LLC | |
| E 101-41940-309 | EDP, Software and Design | \$800.00 | 166 | JAN NETWORK |
| Total GK CONSULTING LLC | | \$800.00 | | |
| Paid Chk# | 039174 | 1/17/2013 | GOPHER STATE ONE CALL | |
| G 602-20200 | Accounts Payable | \$8.70 | 57209 | DEC LOCATES |
| Total GOPHER STATE ONE CALL | | \$8.70 | | |
| Paid Chk# | 039175 | 1/17/2013 | GRAINGER | |
| E 101-45500-217 | Other Operating Supplies | \$309.92 | 9029726115 | FLOATING VALVE ACTUATOR-LIBRARY |
| Total GRAINGER | | \$309.92 | | |
| Paid Chk# | 039176 | 1/17/2013 | GRANITE ELECTRONICS | |
| G 101-20200 | Accounts Payable | \$206.00 | 245243 | RADIO REPAIR-FIRE |
| G 101-20200 | Accounts Payable | \$16,617.17 | 451773 | FD RADIOS-RESERVE PURCHASE |
| G 101-20200 | Accounts Payable | \$24.88 | 451873 | RADIO EARPIECE-POLICE |
| Total GRANITE ELECTRONICS | | \$16,848.05 | | |
| Paid Chk# | 039177 | 1/17/2013 | H & L MESABI | |
| G 101-20200 | Accounts Payable | \$130.09 | 86449 | PLOW PARTS-PW |
| Total H & L MESABI | | \$130.09 | | |
| Paid Chk# | 039178 | 1/17/2013 | HAWKINS, INC. | |
| G 602-20200 | Accounts Payable | \$2,481.83 | 3419335 | CHEMICALS |
| Total HAWKINS, INC. | | \$2,481.83 | | |
| Paid Chk# | 039179 | 1/17/2013 | HD SUPPLY WATERWORKS, LTD | |
| G 602-20200 | Accounts Payable | \$708.11 | 5940317 | WATER PARTS |
| Total HD SUPPLY WATERWORKS, LTD | | \$708.11 | | |
| Paid Chk# | 039180 | 1/17/2013 | HY-TECH AUTOMOTIVE | |
| G 101-20200 | Accounts Payable | \$38.62 | 14209 | SQUAD 07 MAINTENANCE |
| Total HY-TECH AUTOMOTIVE | | \$38.62 | | |
| Paid Chk# | 039181 | 1/17/2013 | INT L CODE COUNCIL | |
| E 700-50000-433 | Dues and Subscriptions | \$125.00 | 2928293 | 2013 DUES |
| Total INT L CODE COUNCIL | | \$125.00 | | |
| Paid Chk# | 039182 | 1/17/2013 | INTERNATIONAL CODE COUNCIL | |
| E 700-50000-208 | Training and Travel | \$399.00 | 229915 | M LIND REGISTRATION |
| Total INTERNATIONAL CODE COUNCIL | | \$399.00 | | |
| Paid Chk# | 039183 | 1/17/2013 | JENSEN - ANDERSEN | |
| G 101-20200 | Accounts Payable | \$54.07 | 2362 | RINK CAP-PARKS |
| Total JENSEN - ANDERSEN | | \$54.07 | | |
| Paid Chk# | 039184 | 1/17/2013 | JOHN DEERE FINANCIAL | |
| G 101-20200 | Accounts Payable | \$26.15 | 630078 | SKIDSTEER PARTS-PARKS |
| G 101-20200 | Accounts Payable | \$5.22 | 630290 | PARTS-PW |
| Total JOHN DEERE FINANCIAL | | \$31.37 | | |
| Paid Chk# | 039185 | 1/17/2013 | K.E.E.P.R.S. | |
| G 101-20200 | Accounts Payable | \$22.85 | 203168 | UNIFORM-QUAINTANCE |

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| Total K.E.E.P.R.S. | | \$22.85 | | |
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| Paid Chk# | 039186 | 1/17/2013 | KOCHS HARDWARE HANK | |
| G 101-20200 | Accounts Payable | \$126.99 | | SHOP SUPPLIES-PARKS |
| G 101-20200 | Accounts Payable | \$7.47 | | SUPPLIES-LIBRARY |
| G 602-20200 | Accounts Payable | \$143.66 | | SUPPLIES-WATER |
| G 101-20200 | Accounts Payable | \$57.83 | | SUPPLIES-FIRE |
| G 101-20200 | Accounts Payable | \$258.33 | | SHOP SUPPLIES-PW |
| G 101-20200 | Accounts Payable | \$12.13 | | SUPPLIES-CITY |
| Total KOCHS HARDWARE HANK | | \$606.41 | | |
| <hr/> | | | | |
| Paid Chk# | 039187 | 1/17/2013 | LEAGUE OF MN CITIES INSUR TRST | |
| E 700-50000-151 | Worker s Comp Insurance Prem | \$392.00 | 24146 | JOINT POWERS WORK COMP |
| Total LEAGUE OF MN CITIES INSUR TRST | | \$392.00 | | |
| <hr/> | | | | |
| Paid Chk# | 039188 | 1/17/2013 | M.E. PLUMBING & HEATING | |
| G 101-20200 | Accounts Payable | \$774.00 | 33942 | PW BLDG IMPROVEMENTS |
| G 602-20200 | Accounts Payable | \$2,617.26 | 34003 | FURNACE REPAIR-WATER TRMT PLANT |
| Total M.E. PLUMBING & HEATING | | \$3,391.26 | | |
| <hr/> | | | | |
| Paid Chk# | 039189 | 1/17/2013 | MACQUEEN EQUIPMENT | |
| G 101-20200 | Accounts Payable | \$1,151.44 | 2130404 | PARTS-PW |
| Total MACQUEEN EQUIPMENT | | \$1,151.44 | | |
| <hr/> | | | | |
| Paid Chk# | 039190 | 1/17/2013 | MANEY INTERNATIONAL | |
| G 101-20200 | Accounts Payable | \$16.00 | 619596 | FIRE TRUCK PARTS |
| Total MANEY INTERNATIONAL | | \$16.00 | | |
| <hr/> | | | | |
| Paid Chk# | 039191 | 1/17/2013 | METRO FIRE | |
| G 101-20200 | Accounts Payable | \$40.53 | 45875 | SUPPLIES-FIRE |
| G 101-20200 | Accounts Payable | \$177.75 | 45896 | SUPPLIES-FIRE |
| Total METRO FIRE | | \$218.28 | | |
| <hr/> | | | | |
| Paid Chk# | 039192 | 1/17/2013 | MEYERS MILACA PARTS CITY | |
| G 101-20200 | Accounts Payable | \$7.77 | 2071 | SHOP SUPPLIES-PARKS |
| G 101-20200 | Accounts Payable | \$51.23 | 2071 | MEASURE-PARKS |
| G 101-20200 | Accounts Payable | \$427.21 | 2071 | PARTS-PARKS |
| Total MEYERS MILACA PARTS CITY | | \$486.21 | | |
| <hr/> | | | | |
| Paid Chk# | 039193 | 1/17/2013 | MILACA ARTS COUNCIL | |
| G 211-20200 | Accounts Payable | \$245.35 | | REIMB ADS/COPYING-HCP |
| Total MILACA ARTS COUNCIL | | \$245.35 | | |
| <hr/> | | | | |
| Paid Chk# | 039194 | 1/17/2013 | MILACA AUTO VALUE | |
| G 101-20200 | Accounts Payable | \$53.14 | 1302823 | PARTS-FIRE |
| G 101-20200 | Accounts Payable | \$255.38 | 1302823 | PARTS-PW |
| Total MILACA AUTO VALUE | | \$308.52 | | |
| <hr/> | | | | |
| Paid Chk# | 039195 | 1/17/2013 | MILACA LAWN & GARDEN | |
| G 602-20200 | Accounts Payable | \$51.30 | 469423 | PARTS-WATER |
| G 101-20200 | Accounts Payable | \$20.86 | 469443 | SUPPLIES-PW |
| Total MILACA LAWN & GARDEN | | \$72.16 | | |
| <hr/> | | | | |
| Paid Chk# | 039196 | 1/17/2013 | MILACA UNCLAIMED FREIGHT | |
| E 101-45200-221 | Equipment Parts/Repairs | \$76.78 | | PARTS-PARKS |
| Total MILACA UNCLAIMED FREIGHT | | \$76.78 | | |
| <hr/> | | | | |
| Paid Chk# | 039197 | 1/17/2013 | MILACA, CITY OF | |
| E 607-42400-300 | Professional Srvs | \$49,144.25 | 2013001 | JOINT POWERS EXPENSE |

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| Total MILACA, CITY OF | | \$49,144.25 | | |
| Paid Chk# | 039198 | 1/17/2013 | MILLE LACS CO. SHERIFF | |
| E 101-42110-309 | EDP, Software and Design | \$4,070.00 | 4570 | 2013 CAD/RMS/MOBILE MAINT |
| E 101-42120-310 | Other Professional Services | \$900.00 | 4570 | 2013 CAD/RMS/MOBILE MAINT |
| Total MILLE LACS CO. SHERIFF | | \$4,970.00 | | |
| Paid Chk# | 039199 | 1/17/2013 | MILLER, PATTI | |
| G 101-20200 | Accounts Payable | \$119.34 | | DEC 2012 OGILVIE MILEAGE |
| Total MILLER, PATTI | | \$119.34 | | |
| Paid Chk# | 039200 | 1/17/2013 | MN CHIEFS OF POLICE ASSOC. | |
| E 101-42110-437 | Other Miscellaneous | \$165.00 | 2013 | 2013 DUES |
| Total MN CHIEFS OF POLICE ASSOC. | | \$165.00 | | |
| Paid Chk# | 039201 | 1/17/2013 | MN COPY SYSTEMS, INC. | |
| G 619-20200 | Accounts Payable | \$96.83 | 102862 | COPIER MAINTENANCE-DEP REG |
| Total MN COPY SYSTEMS, INC. | | \$96.83 | | |
| Paid Chk# | 039202 | 1/17/2013 | MN DEPT OF AGRICULTURE | |
| E 101-45200-437 | Other Miscellaneous | \$15.00 | 20019927 | 2013 PESTICIDE APPLICATOR LICENSE |
| Total MN DEPT OF AGRICULTURE | | \$15.00 | | |
| Paid Chk# | 039203 | 1/17/2013 | MN FIRE SERVICE CERTIFICATION | |
| G 101-20200 | Accounts Payable | \$75.00 | 1643 | GERADS-RECERTIFICATION EXAM |
| Total MN FIRE SERVICE CERTIFICATION | | \$75.00 | | |
| Paid Chk# | 039204 | 1/17/2013 | MN GFOA | |
| E 101-41940-433 | Dues and Subscriptions | \$60.00 | 667 | 2013 ANNUAL DUES - GANN-OLEHY |
| Total MN GFOA | | \$60.00 | | |
| Paid Chk# | 039205 | 1/17/2013 | MN STATE FIRE CHIEFS ASSOC. | |
| E 101-42280-433 | Dues and Subscriptions | \$144.00 | | 2013 DUES |
| Total MN STATE FIRE CHIEFS ASSOC. | | \$144.00 | | |
| Paid Chk# | 039206 | 1/17/2013 | MN VALLEY TESTING LABS | |
| G 602-20200 | Accounts Payable | \$71.00 | 636195 | TESTING |
| Total MN VALLEY TESTING LABS | | \$71.00 | | |
| Paid Chk# | 039207 | 1/17/2013 | MNDRIVERSMANUALS.COM | |
| G 619-20200 | Accounts Payable | \$469.23 | 1296 | DRIVERS MANUALS |
| Total MNDRIVERSMANUALS.COM | | \$469.23 | | |
| Paid Chk# | 039208 | 1/17/2013 | MTI DISTRIBUTING | |
| G 101-20200 | Accounts Payable | (\$145.21) | 882339 | PARTS-AIRPORT |
| G 101-20200 | Accounts Payable | \$148.73 | 882343 | PARTS-AIRPORT |
| Total MTI DISTRIBUTING | | \$3.52 | | |
| Paid Chk# | 039209 | 1/17/2013 | NORTH STAR GARAGE | |
| G 101-20200 | Accounts Payable | \$70.22 | 83271 | PARTS-PW |
| Total NORTH STAR GARAGE | | \$70.22 | | |
| Paid Chk# | 039210 | 1/17/2013 | NORTHLAND TRUST SERVICES, INC | |
| E 383-47000-611 | Bond Interest | \$2,072.50 | | GO 2012A INTEREST |
| E 603-49450-620 | Fiscal Agent s Fees | \$212.50 | | GO 2010A FISCAL AGENT FEE |
| E 603-49450-611 | Bond Interest | \$3,110.00 | | GO 2010A INTEREST |
| E 382-47000-611 | Bond Interest | \$14,140.00 | | GO 2010A INTEREST |
| E 602-49400-611 | Bond Interest | \$472.50 | | GO 2010A INTEREST |
| E 382-47000-620 | Fiscal Agent s Fees | \$212.50 | | GO 2010A FISCAL AGENT FEE |

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| E 602-49400-620 | Fiscal Agent s Fees | \$212.50 | | GO 2009A FISCAL AGENT FEE |
| E 602-49400-611 | Bond Interest | \$3,946.25 | | GO 2009A INTEREST |
| E 602-49400-601 | Debt Srv Bond Principal | \$95,000.00 | | GO 2009A PRINCIPAL |
| E 380-47000-620 | Fiscal Agent s Fees | \$212.50 | | GO 2009A FISCAL AGENT FEE |
| E 380-47000-611 | Bond Interest | \$3,096.25 | | GO 2009A INTEREST |
| E 380-47000-601 | Debt Srv Bond Principal | \$65,000.00 | | GO 2009A PRINCIPAL |
| E 603-49450-601 | Debt Srv Bond Principal | \$30,000.00 | | GO 2010A PRINCIPAL |
| E 382-47000-601 | Debt Srv Bond Principal | \$110,000.00 | | GO 2010A PRINCIPAL |
| Total NORTHLAND TRUST SERVICES, INC | | \$327,687.50 | | |
| <hr/> | | | | |
| Paid Chk# | 039211 | 1/17/2013 | PRO EDGE TOOL | |
| G 101-20200 | Accounts Payable | \$51.00 | 21873 | BLOWER REPAIR-PARKS |
| E 101-45200-310 | Other Professional Services | \$50.00 | 21918 | REPAIR WORK-PARKS |
| Total PRO EDGE TOOL | | \$101.00 | | |
| <hr/> | | | | |
| Paid Chk# | 039212 | 1/17/2013 | QUAINTANCE, TODD | |
| E 101-42110-437 | Other Miscellaneous | \$106.17 | | REIMB-DVD RECORDER |
| Total QUAINTANCE, TODD | | \$106.17 | | |
| <hr/> | | | | |
| Paid Chk# | 039213 | 1/17/2013 | QUILL CORPORATION | |
| G 101-20200 | Accounts Payable | \$101.17 | 7882047 | OFC SUPPLIES-CITY |
| G 607-20200 | Accounts Payable | \$77.21 | 7882047 | PRINTER TONER-B&Z |
| G 101-20200 | Accounts Payable | \$13.35 | 8017340 | BATTERIES-CITY |
| G 602-20200 | Accounts Payable | \$27.79 | 8164103 | FLASH DRIVES-WATER |
| G 603-20200 | Accounts Payable | \$27.79 | 8164103 | FLASH DRIVES-SEWER |
| G 101-20200 | Accounts Payable | \$27.78 | 8164103 | FLASH DRIVES-TREASURER |
| G 101-20200 | Accounts Payable | \$23.50 | 8213279 | STORAGE BOXES-POLICE |
| G 101-20200 | Accounts Payable | \$50.42 | 8213279 | BOXES/BATTERIES-CITY |
| E 101-42110-201 | Accessories (paper, pens, etc) | \$70.32 | 8240167 | PAPER-POLICE |
| E 101-42280-201 | Accessories (paper, pens, etc) | \$35.16 | 8240167 | PAPER-FIRE |
| E 603-49450-201 | Accessories (paper, pens, etc) | \$70.32 | 8240167 | PAPER-SEWER |
| E 101-41510-201 | Accessories (paper, pens, etc) | \$35.16 | 8240167 | PAPER-TREASURER |
| E 602-49400-201 | Accessories (paper, pens, etc) | \$70.32 | 8240167 | PAPER-WATER |
| E 619-49900-201 | Accessories (paper, pens, etc) | \$35.16 | 8240167 | PAPER-DEP REG |
| E 101-45200-215 | Shop Supplies | \$35.16 | 8240167 | PAPER-PARKS |
| E 101-41110-201 | Accessories (paper, pens, etc) | \$105.48 | 8240167 | PAPER-CITY COUNCIL |
| E 101-41310-201 | Accessories (paper, pens, etc) | \$35.20 | 8240167 | PAPER-CITY MGR |
| E 607-42400-201 | Accessories (paper, pens, etc) | \$35.16 | 8240167 | PAPER-B&Z |
| E 101-43000-215 | Shop Supplies | \$35.16 | 8240167 | PAPER-PW |
| Total QUILL CORPORATION | | \$911.61 | | |
| <hr/> | | | | |
| Paid Chk# | 039214 | 1/17/2013 | RACHEL CONTRACTING INC | |
| G 500-20200 | Accounts Payable | \$54,400.80 | PAY REQ #1 | PEDESTRIAN WALKING BRIDGE |
| Total RACHEL CONTRACTING INC | | \$54,400.80 | | |
| <hr/> | | | | |
| Paid Chk# | 039215 | 1/17/2013 | RANDY MARUDAS CONSTRUCTION | |
| G 101-20200 | Accounts Payable | \$3,122.25 | 444 | PW BLDG IMPROVEMENTS |
| Total RANDY MARUDAS CONSTRUCTION | | \$3,122.25 | | |
| <hr/> | | | | |
| Paid Chk# | 039216 | 1/17/2013 | ST. CLOUD OVERHEAD DOOR CO. | |
| G 101-20200 | Accounts Payable | \$4,820.00 | 126561 | PW BLDG IMPROVEMENTS |
| Total ST. CLOUD OVERHEAD DOOR CO. | | \$4,820.00 | | |
| <hr/> | | | | |
| Paid Chk# | 039217 | 1/17/2013 | TESSMAN COMPANY | |
| G 208-20200 | Accounts Payable | \$114.89 | S168863 | ICE MELT-SR CTR |
| G 101-20200 | Accounts Payable | \$114.89 | S168863 | ICE MELT-FIRE |
| G 101-20200 | Accounts Payable | \$114.89 | S168863 | ICE MELT-LIBRARY |
| G 101-20200 | Accounts Payable | \$114.89 | S168863 | ICE MELT-CITY |

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| Total TESSMAN COMPANY | | | \$459.56 | | |
| Paid Chk# | 039218 | 1/17/2013 | THOMAS SNO SPORTS | | |
| G 101-20200 | Accounts Payable | | \$80.32 | 2658 | EQUIPMENT REPAIR-FIRE |
| Total THOMAS SNO SPORTS | | | \$80.32 | | |
| Paid Chk# | 039219 | 1/17/2013 | WELLS FARGO | | |
| E 303-47000-601 | Debt Srv Bond Principal | | \$100,000.00 | 0012-601994F | LIBRARY BOND PRINCIPAL |
| E 303-47000-611 | Bond Interest | | \$29,506.50 | 0012-601994F | LIBRARY BOND INTEREST |
| Total WELLS FARGO | | | \$129,506.50 | | |
| 10100 General Bank | | | \$678,185.63 | | |

Fund Summary

| 10100 General Bank | |
|--------------------------------|---------------------|
| 101 GENERAL FUND | \$49,210.47 |
| 208 CHARITABLE GAMBLING FUND | \$160.47 |
| 211 INITIATIVE FOUNDATION | \$363.25 |
| 303 2006 LIBRARY REVENUE BOND | \$129,506.50 |
| 375 2005 G.O. STREET PROJECT | \$59,271.25 |
| 380 2009 G.O. REFUNDING BOND | \$68,308.75 |
| 382 2010 G.O. BOND | \$124,352.50 |
| 383 2012 G.O. BOND | \$2,072.50 |
| 500 CAPITAL PROJECT FUND | \$54,502.05 |
| 602 WATER FUND | \$105,959.54 |
| 603 SEWER FUND | \$33,420.61 |
| 607 BLDG INSPECTION FUND | \$49,256.62 |
| 619 DEPUTY REGISTRAR FUND | \$731.12 |
| 700 BRAHAM-MILACA JOINT POWERS | \$1,070.00 |
| | \$678,185.63 |

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10100 General Bank

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| Paid Chk# 039068 12/6/2012 JIMS MILLE LACS DISPOSAL | | | | | |
| E 101-43000-310 | Other Professional Services | \$100.00 | 1832413 | | STREET SWEEPING-NOV |
| E 101-43000-312 | Compost | \$450.00 | 211948 | | COMPOST-OCT/NOV |
| E 101-42280-384 | Refuse/Garbage Disposal | \$25.00 | 211948 | | GARBAGE-FIRE |
| E 101-43000-384 | Refuse/Garbage Disposal | \$62.69 | 211948 | | GARBAGE-CITY |
| E 101-45200-384 | Refuse/Garbage Disposal | \$35.27 | 211948 | | GARBAGE-PARKS |
| Total JIMS MILLE LACS DISPOSAL | | \$672.96 | | | |
| Paid Chk# 039069 12/6/2012 MILACA BLDG CENTER | | | | | |
| E 101-43000-215 | Shop Supplies | \$11.63 | | | SHOP SUPPLIES-PW |
| E 101-42280-208 | Training and Travel | \$33.90 | | | TRAINING SUPPLIES-FIRE |
| Total MILACA BLDG CENTER | | \$45.53 | | | |
| Paid Chk# 039070 12/6/2012 SELECT ACCOUNT-HSA | | | | | |
| G 101-21705 | Health Saving Account | \$1,000.00 | | | BURKLUND-DEC 2012 CONTRIBUTION |
| Total SELECT ACCOUNT-HSA | | \$1,000.00 | | | |
| Paid Chk# 039140 12/19/2012 GREAT FAVOR PROPERTIES, LLC | | | | | |
| E 212-49000-437 | Other Miscellaneous | \$25,000.00 | | | 10 YR LOAN-BLDG 1ST ST W |
| Total GREAT FAVOR PROPERTIES, LLC | | \$25,000.00 | | | |
| Paid Chk# 039141 12/26/2012 ARCHIBALD, JOHN | | | | | |
| E 101-43000-434 | Uniforms | \$112.50 | | | SAFETY GLASSES |
| Total ARCHIBALD, JOHN | | \$112.50 | | | |
| Paid Chk# 039142 12/26/2012 BURKLUND, STEVEN | | | | | |
| E 101-43000-240 | Small Tools and Minor Equip | \$375.41 | | | BAND SAW/WELDING HELMET |
| Total BURKLUND, STEVEN | | \$375.41 | | | |
| Paid Chk# 039143 12/26/2012 CHRISTENSEN, THOMAS J. | | | | | |
| E 101-42280-208 | Training and Travel | \$85.47 | | | REIMB FIRE STUDY GUIDES |
| Total CHRISTENSEN, THOMAS J. | | \$85.47 | | | |
| Paid Chk# 039144 12/26/2012 VERIZON WIRELESS | | | | | |
| E 602-49400-321 | Telephone | \$26.04 | 2841316009 | | DEC WIRELESS ROUTER SVC |
| E 101-42110-321 | Telephone | \$87.07 | 2841316009 | | DEC WIRELESS ROUTER SVC |
| E 101-42280-321 | Telephone | \$46.95 | 2841990751 | | CELL PHONE SVC-DEC |
| E 101-43000-321 | Telephone | \$79.46 | 2841990751 | | CELL PHONE SVC-DEC |
| E 101-45200-321 | Telephone | \$46.95 | 2841990751 | | CELL PHONE SVC-DEC |
| Total VERIZON WIRELESS | | \$286.47 | | | |
| Paid Chk# 039145 12/28/2012 U.S. POSTMASTER | | | | | |
| E 603-49450-322 | Postage | \$94.31 | | | DEC BILLINGS |
| E 602-49400-322 | Postage | \$94.31 | | | DEC BILLINGS |
| Total U.S. POSTMASTER | | \$188.62 | | | |
| 10100 General Bank | | \$27,766.96 | | | |

Fund Summary

| | |
|---------------------------|--------------------|
| 10100 General Bank | |
| 101 GENERAL FUND | \$2,552.30 |
| 212 REVOLVING LOAN FUND | \$25,000.00 |
| 602 WATER FUND | \$120.35 |
| 603 SEWER FUND | \$94.31 |
| | \$27,766.96 |

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| 10900 Liquor Bank | | | |
| Paid Chk# 912051E 12/7/2012 EAST CENTRAL ENERGY | | | |
| E 609-49750-381 Utilities | \$1,759.93 | 7115200 | ELECTRIC |
| Total EAST CENTRAL ENERGY | \$1,759.93 | | |
| Paid Chk# 912052E 12/10/2012 CENTERPOINT ENERGY | | | |
| E 609-49750-381 Utilities | \$182.66 | 128-000-782-1 | NATURAL GAS |
| Total CENTERPOINT ENERGY | \$182.66 | | |
| Paid Chk# 912053E 12/19/2012 MN DEPT OF REVENUE | | | |
| G 609-20800 Sales Tax Payable | \$15,136.00 | 9576201 | LIQUOR SALES TAX |
| Total MN DEPT OF REVENUE | \$15,136.00 | | |
| Paid Chk# 912054E 12/15/2012 MILACA, CITY OF (WATER/SEWER) | | | |
| E 609-49750-381 Utilities | \$30.55 | 01-00015990 | WATER/SEWER |
| Total MILACA, CITY OF (WATER/SEWER) | \$30.55 | | |
| 10900 Liquor Bank | \$17,109.14 | | |

Fund Summary

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|---------------------------|--------------------|
| 10900 Liquor Bank | |
| 609 MUNICIPAL LIQUOR FUND | \$17,109.14 |
| | \$17,109.14 |

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| 10900 Liquor Bank | | | | | |
| Paid Chk# | 022451 | 1/10/2013 | JIMS MILLE LACS DISPOSAL | | |
| G 609-20200 | Accounts Payable | | \$95.94 | 219225 | REFUSE COLLECTION |
| | Total JIMS MILLE LACS DISPOSAL | | \$95.94 | | |
| Paid Chk# | 022452 | 1/17/2013 | AMERICAN BOTTLING CO. | | |
| G 609-20200 | Accounts Payable | | \$119.36 | 2462607409 | NA |
| | Total AMERICAN BOTTLING CO. | | \$119.36 | | |
| Paid Chk# | 022453 | 1/17/2013 | AMERIPRIDE | | |
| G 609-20200 | Accounts Payable | | \$31.12 | 2200324699 | RUGS |
| G 609-20200 | Accounts Payable | | \$74.52 | 2200327014 | RUGS |
| G 609-20200 | Accounts Payable | | \$37.50 | 2200329557 | RUGS |
| | Total AMERIPRIDE | | \$143.14 | | |
| Paid Chk# | 022454 | 1/17/2013 | CRYSTAL SPRINGS ICE | | |
| E 609-49750-259 | Other For Resale | | \$175.90 | 28514 | ICE |
| G 609-20200 | Accounts Payable | | (\$2.40) | 520228C | CREDIT-ICE |
| | Total CRYSTAL SPRINGS ICE | | \$173.50 | | |
| Paid Chk# | 022455 | 1/17/2013 | EXTREME BEVERAGES, LLC | | |
| G 609-20200 | Accounts Payable | | \$315.00 | 162-1311 | NA |
| | Total EXTREME BEVERAGES, LLC | | \$315.00 | | |
| Paid Chk# | 022456 | 1/17/2013 | GRANITE CITY JOBBING | | |
| G 609-20200 | Accounts Payable | | \$299.45 | 745725 | MISC |
| G 609-20200 | Accounts Payable | | \$4.25 | 745725 | DELIVERY |
| G 609-20200 | Accounts Payable | | \$353.12 | 745772 | TOBACCO |
| G 609-20200 | Accounts Payable | | \$237.32 | 745772 | MISC |
| G 609-20200 | Accounts Payable | | \$26.46 | 745772 | NA |
| G 609-20200 | Accounts Payable | | \$21.84 | 745772 | PAPER SUPPLIES |
| G 609-20200 | Accounts Payable | | \$502.44 | 746467 | TOBACCO |
| G 609-20200 | Accounts Payable | | \$429.95 | 746467 | MISC |
| G 609-20200 | Accounts Payable | | \$4.25 | 746467 | DELIVERY |
| E 609-49750-259 | Other For Resale | | \$15.85 | 747593 | MISC |
| E 609-49750-256 | Tobacco Products For Resale | | \$927.17 | 747593 | TOBACCO |
| E 609-49750-333 | Freight and Express | | \$4.25 | 747593 | DELIVERY |
| | Total GRANITE CITY JOBBING | | \$2,826.35 | | |
| Paid Chk# | 022457 | 1/17/2013 | KOCHS HARDWARE HANK | | |
| G 609-20200 | Accounts Payable | | \$40.67 | | SUPPLIES |
| G 609-20200 | Accounts Payable | | \$84.40 | | EQUIPMENT |
| | Total KOCHS HARDWARE HANK | | \$125.07 | | |
| Paid Chk# | 022458 | 1/17/2013 | M. AMUNDSON LLP | | |
| G 609-20200 | Accounts Payable | | \$135.89 | 144021 | PAPER SUPPLIES |
| G 609-20200 | Accounts Payable | | \$49.00 | 144021 | MISC |
| G 609-20200 | Accounts Payable | | \$529.21 | 144021 | TOBACCO |
| G 609-20200 | Accounts Payable | | \$456.05 | 144598 | TOBACCO |
| G 609-20200 | Accounts Payable | | \$87.00 | 144598 | MISC |
| G 609-20200 | Accounts Payable | | \$1,009.56 | 144895 | TOBACCO |
| G 609-20200 | Accounts Payable | | \$465.65 | 144895 | MISC |
| | Total M. AMUNDSON LLP | | \$2,732.36 | | |
| Paid Chk# | 022459 | 1/17/2013 | MILLER TRUCKING | | |
| G 609-20200 | Accounts Payable | | \$37.38 | 3436 | DELIVERY |
| | Total MILLER TRUCKING | | \$37.38 | | |

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JANUARY 2013

| | | Check Amt | Invoice | Comment |
|--|--------------------------------|------------|---------|----------------------------|
| Paid Chk# 022460 1/17/2013 PINTSPACE.COM LLP | | | | |
| E 609-49750-343 | Other Advertising | \$350.00 | | ADVERTISING |
| Total PINTSPACE.COM LLP | | \$350.00 | | |
| Paid Chk# 022461 1/17/2013 QUILL CORPORATION | | | | |
| G 609-20200 | Accounts Payable | (\$13.94) | 38538 | CREDIT-FILE FOLDERS |
| G 609-20200 | Accounts Payable | (\$138.98) | 45327 | CREDIT-PRINTER TONER |
| G 609-20200 | Accounts Payable | \$58.61 | 7882047 | OFFICE SUPPLIES |
| G 609-20200 | Accounts Payable | \$37.01 | 7917331 | OFFICE SUPPLIES |
| G 609-20200 | Accounts Payable | \$152.33 | 8017340 | PRINTER TONER |
| G 609-20200 | Accounts Payable | \$13.94 | 8023567 | FILE FOLDERS |
| G 609-20200 | Accounts Payable | \$138.98 | 8168055 | PRINTER TONER |
| E 609-49750-201 | Accessories (paper, pens, etc) | \$70.32 | 8240167 | PAPER |
| Total QUILL CORPORATION | | \$318.27 | | |
| Paid Chk# 022462 1/17/2013 SEGERSTROM, VICTORIA | | | | |
| G 609-20200 | Accounts Payable | \$38.42 | | REIMB ANTIVIRUS PROTECTION |
| Total SEGERSTROM, VICTORIA | | \$38.42 | | |
| Paid Chk# 022463 1/17/2013 TEALS MARKET | | | | |
| G 609-20200 | Accounts Payable | \$11.78 | | SUPPLIES |
| Total TEALS MARKET | | \$11.78 | | |
| Paid Chk# 022464 1/17/2013 TESSMAN COMPANY | | | | |
| G 609-20200 | Accounts Payable | \$114.89 | S168863 | ICE MELT |
| Total TESSMAN COMPANY | | \$114.89 | | |
| Paid Chk# 022465 1/17/2013 VIKING BOTTLING CO. | | | | |
| G 609-20200 | Accounts Payable | \$53.50 | 1050157 | NA |
| G 609-20200 | Accounts Payable | \$215.20 | 1054565 | NA |
| Total VIKING BOTTLING CO. | | \$268.70 | | |
| Paid Chk# 022466 1/11/2013 SENTRY SYSTEMS, INC. | | | | |
| E 609-49750-310 | Other Professional Services | \$593.16 | 668361 | 2013 ALARM MONITORING |
| Total SENTRY SYSTEMS, INC. | | \$593.16 | | |
| 10900 Liquor Bank | | \$8,263.32 | | |
| Fund Summary | | | | |
| 10900 Liquor Bank | | | | |
| 609 MUNICIPAL LIQUOR FUND | | \$8,263.32 | | |
| | | \$8,263.32 | | |

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DECEMBER 2012

Check Amt Invoice Comment

10900 Liquor Bank

| Paid Chk# | Date | Vendor | Check Amt | Invoice | Comment |
|--|---|----------------------|-------------|----------|------------------------|
| 10900 Liquor Bank | | | | | |
| Paid Chk# 022404 | 12/4/2012 | BELLBOY CORP. | | | |
| E 609-49750-251 | Liquor For Resale | | \$1,949.45 | 75785600 | LIQUOR |
| | Total BELLBOY CORP. | | \$1,949.45 | | |
| Paid Chk# 022405 12/4/2012 BERNICKS | | | | | |
| E 609-49750-254 | Mix/Non Alcoholic | | \$16.40 | 231073 | NA |
| E 609-49750-252 | Beer For Resale | | \$486.10 | 231074 | BEER |
| E 609-49750-254 | Mix/Non Alcoholic | | \$139.90 | 233524 | NA |
| E 609-49750-252 | Beer For Resale | | \$1,990.75 | 233525 | BEER |
| E 609-49750-254 | Mix/Non Alcoholic | | \$70.50 | 236048 | NA |
| E 609-49750-252 | Beer For Resale | | \$220.70 | 236049 | BEER |
| E 609-49750-254 | Mix/Non Alcoholic | | \$21.00 | 236049 | NA |
| E 609-49750-254 | Mix/Non Alcoholic | | \$111.90 | 238685 | NA |
| E 609-49750-252 | Beer For Resale | | \$495.15 | 238686 | BEER |
| E 609-49750-254 | Mix/Non Alcoholic | | \$9.50 | 240843 | NA |
| E 609-49750-252 | Beer For Resale | | \$1,103.85 | 240844 | BEER |
| | Total BERNICKS | | \$4,665.75 | | |
| Paid Chk# 022406 12/4/2012 BRIAN MATTHEW HAUER ENTERPRISE | | | | | |
| E 609-49750-217 | Other Operating Supplies | | \$31.20 | 3418 | LIGHT BULBS |
| | Total BRIAN MATTHEW HAUER ENTERPRISE | | \$31.20 | | |
| Paid Chk# 022407 12/4/2012 C & L DISTRIBUTING CO. | | | | | |
| E 609-49750-252 | Beer For Resale | | \$192.00 | 373297 | BEER |
| E 609-49750-252 | Beer For Resale | | \$7,860.60 | 374227 | BEER |
| E 609-49750-254 | Mix/Non Alcoholic | | \$39.45 | 374227 | NA |
| E 609-49750-260 | Deposits | | \$30.00 | 374227 | DEPOSITS |
| E 609-49750-254 | Mix/Non Alcoholic | | \$212.75 | 375339 | NA |
| E 609-49750-252 | Beer For Resale | | \$12,573.35 | 375339 | BEER |
| E 609-49750-260 | Deposits | | (\$60.00) | 376497 | DEPOSITS |
| E 609-49750-252 | Beer For Resale | | \$6,363.75 | 376497 | BEER |
| E 609-49750-259 | Other For Resale | | \$156.00 | 376497 | MISC |
| E 609-49750-254 | Mix/Non Alcoholic | | \$127.35 | 376497 | NA |
| E 609-49750-252 | Beer For Resale | | \$2,891.75 | 377378 | BEER |
| E 609-49750-260 | Deposits | | (\$30.00) | 377378 | DEPOSITS |
| | Total C & L DISTRIBUTING CO. | | \$30,357.00 | | |
| Paid Chk# 022408 12/4/2012 DAHLHEIMER DISTRIBUTING CO. | | | | | |
| E 609-49750-252 | Beer For Resale | | \$7,899.80 | 1046859 | BEER |
| E 609-49750-253 | Wine For Resale | | \$129.60 | 1046894 | WINE |
| E 609-49750-252 | Beer For Resale | | \$973.02 | 1046894 | BEER |
| E 609-49750-252 | Beer For Resale | | \$5,829.30 | 1046917 | BEER |
| E 609-49750-260 | Deposits | | (\$140.00) | 1046917 | DEPOSITS |
| E 609-49750-252 | Beer For Resale | | \$6,924.04 | 1048820 | BEER |
| E 609-49750-252 | Beer For Resale | | \$810.10 | 1048850 | BEER |
| E 609-49750-260 | Deposits | | (\$30.00) | 1048884 | DEPOSITS |
| E 609-49750-252 | Beer For Resale | | \$5,172.72 | 1048884 | BEER |
| E 609-49750-252 | Beer For Resale | | \$1,451.30 | 1048911 | BEER |
| E 609-49750-254 | Mix/Non Alcoholic | | \$136.00 | 1048911 | NA |
| E 609-49750-252 | Beer For Resale | | \$322.40 | 8614 | BEER |
| E 609-49750-252 | Beer For Resale | | \$120.00 | 8694 | BEER |
| E 609-49750-252 | Beer For Resale | | \$127.50 | 8708 | BEER |
| | Total DAHLHEIMER DISTRIBUTING CO. | | \$29,725.78 | | |
| Paid Chk# 022409 12/4/2012 DEPT. OF PUBLIC SAFETY (1) | | | | | |
| E 609-49750-433 | Dues and Subscriptions | | \$20.00 | | 2013 BUYERS CARD #6613 |

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DECEMBER 2012

| | | | Check Amt | Invoice | Comment |
|--|-----------------------------|-----------|------------------------------------|--------------|-------------------|
| Total DEPT. OF PUBLIC SAFETY (1) | | | \$20.00 | | |
| Paid Chk# | 022410 | 12/4/2012 | FRONTIER | | |
| E 609-49750-321 | Telephone | | \$116.16 | 320983625511 | DEC PHONE SVC |
| Total FRONTIER | | | \$116.16 | | |
| Paid Chk# | 022411 | 12/4/2012 | GODFATHER S EXTERMINATING | | |
| E 609-49750-310 | Other Professional Services | | \$51.21 | 53113 | PEST CONTROL |
| Total GODFATHER S EXTERMINATING | | | \$51.21 | | |
| Paid Chk# | 022412 | 12/4/2012 | J.J. TAYLOR DIST OF MN | | |
| E 609-49750-252 | Beer For Resale | | \$139.35 | 1920354 | BEER |
| E 609-49750-333 | Freight and Express | | \$3.00 | 1920354 | DELIVERY |
| E 609-49750-252 | Beer For Resale | | \$152.70 | 1933069 | BEER |
| E 609-49750-333 | Freight and Express | | \$3.00 | 1933069 | DELIVERY |
| Total J.J. TAYLOR DIST OF MN | | | \$298.05 | | |
| Paid Chk# | 022413 | 12/4/2012 | JIMS MILLE LACS DISPOSAL | | |
| E 609-49750-384 | Refuse/Garbage Disposal | | \$77.22 | 219225 | REFUSE COLLECTION |
| Total JIMS MILLE LACS DISPOSAL | | | \$77.22 | | |
| Paid Chk# | 022414 | 12/4/2012 | JOHNSON BROTHERS LIQUOR CO. | | |
| E 609-49750-333 | Freight and Express | | \$47.76 | 1429885 | DELIVERY |
| E 609-49750-253 | Wine For Resale | | \$1,603.73 | 1429885 | WINE |
| E 609-49750-251 | Liquor For Resale | | \$35.00 | 1429885 | LIQUOR |
| E 609-49750-333 | Freight and Express | | \$84.00 | 1435263 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | | \$600.12 | 1435263 | LIQUOR |
| E 609-49750-253 | Wine For Resale | | \$1,985.15 | 1435263 | WINE |
| E 609-49750-251 | Liquor For Resale | | \$3,789.66 | 1445057 | LIQUOR |
| E 609-49750-253 | Wine For Resale | | \$1,182.56 | 1445057 | WINE |
| E 609-49750-333 | Freight and Express | | \$142.88 | 1445057 | DELIVERY |
| Total JOHNSON BROTHERS LIQUOR CO. | | | \$9,470.86 | | |
| Paid Chk# | 022415 | 12/4/2012 | PAUSTIS & SONS | | |
| E 609-49750-333 | Freight and Express | | \$4.50 | 8375387 | DELIVERY |
| E 609-49750-253 | Wine For Resale | | \$174.00 | 8375387 | WINE |
| Total PAUSTIS & SONS | | | \$178.50 | | |
| Paid Chk# | 022416 | 12/4/2012 | PHILLIPS WINE AND SPIRITS | | |
| E 609-49750-252 | Beer For Resale | | \$36.95 | 2330178 | BEER |
| E 609-49750-333 | Freight and Express | | \$56.53 | 2330179 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | | \$4,396.73 | 2330179 | LIQUOR |
| E 609-49750-253 | Wine For Resale | | \$183.66 | 2330179 | WINE |
| E 609-49750-333 | Freight and Express | | \$4.71 | 2333922 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | | \$600.68 | 2333922 | LIQUOR |
| E 609-49750-251 | Liquor For Resale | | \$1,771.86 | 2340694 | LIQUOR |
| E 609-49750-253 | Wine For Resale | | \$922.69 | 2340694 | WINE |
| E 609-49750-333 | Freight and Express | | \$68.03 | 2340694 | DELIVERY |
| E 609-49750-254 | Mix/Non Alcoholic | | \$136.00 | 2340694 | NA |
| E 609-49750-251 | Liquor For Resale | | \$134.00 | 2340695 | LIQUOR |
| E 609-49750-333 | Freight and Express | | \$3.14 | 2340695 | DELIVERY |
| E 609-49750-253 | Wine For Resale | | (\$13.33) | 3493967 | WINE-CREDIT |
| E 609-49750-253 | Wine For Resale | | (\$38.66) | 3493968 | WINE-CREDIT |
| E 609-49750-251 | Liquor For Resale | | (\$15.00) | 3493969 | LIQUOR-CREDIT |
| E 609-49750-253 | Wine For Resale | | (\$11.03) | 3493970 | WINE-CREDIT |
| E 609-49750-251 | Liquor For Resale | | (\$2.16) | 3493971 | LIQUOR-CREDIT |
| E 609-49750-251 | Liquor For Resale | | (\$5.08) | 3493972 | LIQUOR-CREDIT |
| Total PHILLIPS WINE AND SPIRITS | | | \$8,229.72 | | |

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| | | | Check Amt | Invoice | Comment |
|--|---------------------|--|------------|---------|-----------------|
| Paid Chk# 022417 12/4/2012 ROHLFING OF BRAINERD, INC | | | | | |
| E 609-49750-252 | Beer For Resale | | (\$9.60) | 813299 | BEER-CREDIT |
| E 609-49750-252 | Beer For Resale | | \$614.50 | 813362 | BEER |
| Total ROHLFING OF BRAINERD, INC | | | \$604.90 | | |
| Paid Chk# 022418 12/4/2012 SOUTHERN WINE & SPIRITS OF MN | | | | | |
| E 609-49750-253 | Wine For Resale | | (\$51.00) | 1900720 | WINE-CREDIT |
| E 609-49750-333 | Freight and Express | | \$52.50 | 1934675 | DELIVERY |
| E 609-49750-253 | Wine For Resale | | \$312.98 | 1934675 | WINE |
| E 609-49750-251 | Liquor For Resale | | \$3,139.43 | 1934675 | LIQUOR |
| E 609-49750-251 | Liquor For Resale | | \$2,067.66 | 1942685 | LIQUOR |
| E 609-49750-333 | Freight and Express | | \$18.38 | 1942685 | DELIVERY |
| E 609-49750-253 | Wine For Resale | | \$1,068.00 | 1966410 | WINE |
| E 609-49750-333 | Freight and Express | | \$32.12 | 1966410 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | | \$448.32 | 1966410 | LIQUOR |
| Total SOUTHERN WINE & SPIRITS OF MN | | | \$7,088.39 | | |
| Paid Chk# 022419 12/4/2012 SUNNY HILL DISTRIBUTORS | | | | | |
| E 609-49750-333 | Freight and Express | | \$6.65 | 276179 | DELIVERY |
| E 609-49750-253 | Wine For Resale | | \$174.48 | 276179 | WINE |
| E 609-49750-333 | Freight and Express | | \$6.65 | 276888 | DELIVERY |
| E 609-49750-253 | Wine For Resale | | \$225.96 | 276888 | WINE |
| E 609-49750-251 | Liquor For Resale | | \$29.99 | 276888 | LIQUOR |
| Total SUNNY HILL DISTRIBUTORS | | | \$443.73 | | |
| Paid Chk# 022420 12/4/2012 VINOCOPIA | | | | | |
| E 609-49750-253 | Wine For Resale | | \$96.00 | 66772 | WINE |
| E 609-49750-333 | Freight and Express | | \$3.50 | 66772 | DELIVERY |
| Total VINOCOPIA | | | \$99.50 | | |
| Paid Chk# 022421 12/4/2012 WINE MERCHANTS | | | | | |
| E 609-49750-253 | Wine For Resale | | \$204.00 | 433759 | WINE |
| E 609-49750-333 | Freight and Express | | \$4.71 | 433759 | DELIVERY |
| Total WINE MERCHANTS | | | \$208.71 | | |
| Paid Chk# 022422 12/4/2012 WIRTZ BEVERAGE MN WINE & SPRTS | | | | | |
| E 609-49750-254 | Mix/Non Alcoholic | | \$42.00 | 132705 | NA |
| E 609-49750-333 | Freight and Express | | \$15.00 | 132705 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | | \$917.19 | 132705 | LIQUOR |
| E 609-49750-333 | Freight and Express | | \$1.50 | 135885 | DELIVERY |
| E 609-49750-333 | Freight and Express | | \$57.00 | 136285 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | | \$3,529.88 | 136285 | LIQUOR |
| E 609-49750-253 | Wine For Resale | | \$131.95 | 136285 | WINE |
| E 609-49750-251 | Liquor For Resale | | \$164.80 | 142005 | LIQUOR |
| E 609-49750-333 | Freight and Express | | \$1.50 | 142005 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | | \$52.36 | 142008 | LIQUOR |
| E 609-49750-333 | Freight and Express | | \$1.50 | 142008 | DELIVERY |
| E 609-49750-253 | Wine For Resale | | \$565.40 | 142389 | WINE |
| E 609-49750-251 | Liquor For Resale | | \$3,338.56 | 142389 | LIQUOR |
| E 609-49750-333 | Freight and Express | | \$57.00 | 142389 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | | (\$17.23) | 872040 | LIQUOR-CREDIT |
| E 609-49750-333 | Freight and Express | | (\$1.50) | 873134 | DELIVERY-CREDIT |
| E 609-49750-251 | Liquor For Resale | | (\$84.18) | 873134 | LIQUOR-CREDIT |
| otal WIRTZ BEVERAGE MN WINE & SPRTS | | | \$8,772.73 | | |
| Paid Chk# 022423 12/4/2012 WOODLAND HILL VINEYARDS LLC | | | | | |
| E 609-49750-253 | Wine For Resale | | \$324.00 | 1337 | WINE |

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DECEMBER 2012

| | | | Check Amt | Invoice | Comment |
|--|------------------------|------------|------------------------|---------|------------------------------|
| Total WOODLAND HILL VINEYARDS LLC | | | \$324.00 | | |
| Paid Chk# | 022435 | 12/27/2012 | MILACA, CITY OF | | |
| E 609-49750-433 | Dues and Subscriptions | | \$50.00 | | 2013 CIGARETTE LICENSE |
| E 609-49750-321 | Telephone | | \$11.42 | | REIMB GEN FUND-LONG DISTANCE |
| Total MILACA, CITY OF | | | \$61.42 | | |
| 10900 Liquor Bank | | | \$102,774.28 | | |
| Fund Summary | | | | | |
| <u>10900 Liquor Bank</u> | | | | | |
| 609 MUNICIPAL LIQUOR FUND | | | \$102,774.28 | | |
| | | | \$102,774.28 | | |

Official designations and appointments:

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

Milaca Area Hospital District Board

Pedersen

RESOLUTION NO. 13 – 01

A RESOLUTION ASSESSING UNPAID FIRE DEPARTMENT CHARGES FOR SERVICE

WHEREAS the Milaca Fire Department responded to a call at 220 3rd Ave SE; and,

WHEREAS the invoice for the service has not been paid,

NOW THEREFORE BE IT RESOLVED BY THE MILACA CITY COUNCIL, that the City Council, pursuant to Ordinance No. 368, hereby assesses the following fire department charge for service against the benefited properties for property taxes payable 2014 with a payment period of 1 (one) year and an interest rate of 7 (seven) percent.

\$500.00
Randall P. Reiman
220 3rd Ave SE
Milaca, MN 56353
PID # 21-043-0050

Adopted this 17th day of January, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

RESOLUTION NO. 13 – 02

RESOLUTION ASSESSING UNPAID WATER/SEWER BILLS

BE IT RESOLVED that the following unpaid water and sewer bill be levied against the described property for 2014 property taxes, for 1 year, at a rate of 7 percent per annum:

| PID # | OWNER | ADDRESS | ASSESSED |
|-------------|---------------------------|----------------------------|----------|
| 21-043-1790 | Roehl, Gregory & Jennifer | 150 6 th Ave SE | \$81.59 |
| | | | |
| | | | |

Adopted this 17th day of January, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

RESOLUTION #13 – 03

RESOLUTION TO WRITE OFF NSF/ACCOUNT CLOSED CHECKS

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Milaca, that the City hereby write-off the following Non-Sufficient Funds/Account Closed checks:

Liquor:

| <u>Name</u> | <u>Date Check Written</u> | <u>Amt.</u> |
|---------------------|---------------------------|-------------|
| Hastings, Nathen J. | November 18, 2011 | \$ 83.08 |

Subtotal..... \$ 83.08

Deputy Registrar:

| | | |
|---------------------|-----------------|----------|
| Schwab, Kimberly R. | August 31, 2012 | \$ 23.25 |
|---------------------|-----------------|----------|

Subtotal..... \$ 23.25

General:

| <u>Name</u> | <u>Date Check Written</u> | <u>Amt.</u> |
|----------------------|---------------------------|-------------|
| Rutledge, Robert Jr. | December 16, 2011 | \$ 25.00 |

Subtotal..... \$ 25.00

TOTAL.....\$131.33

Adopted this 17th day of January 2013.

Mayor Pete Pedersen

ATTEST: _____
Greg Lerud, City Manager

RESOLUTION NO. 13 – 04

RESOLUTION APPROVING BUDGET ADJUSTMENTS

BE IT RESOLVED by the Milaca City Council that the Council hereby approves the following budget changes for 2012:

| Act Type | Account | | Increase | Decrease |
|------------------------------|----------------|-------------------------------|-----------------|-----------------|
| General Fund | | | | |
| R | 101-33160 | Other Grants/Gifts | 24,465.00 | |
| R | 101-34112 | Leases | 4,400.00 | |
| R | 101-34750 | Rec Fest Charges | 13,750.00 | |
| R | 101-34921 | Airport Fuel Sales | 20,550.00 | |
| R | 101-36204 | Miscellaneous Refunds | 6,500.00 | |
| E | 101-41110-103 | Part-time Employees | | 1,800.00 |
| E | 101-41410-217 | Other Operating Supplies | 550.00 | |
| E | 101-42110-101 | Full Time Regular Salaries | 57,500.00 | |
| E | 101-42110-110 | Part Time Police Officer | | 41,000.00 |
| E | 101-42110-123 | Police Pension Contribution | 3,500.00 | |
| E | 101-42110-212 | Auto Expense (Fuel/Repair) | 6,075.00 | |
| E | 101-42110-434 | Uniforms | 475.00 | |
| E | 101-42280-208 | Fire Dept Training and Travel | 1,820.00 | |
| E | 101-42280-240 | Small Tools and Minor Equip | 600.00 | |
| E | 101-42280-241 | Reserve Purchase | 38,825.00 | |
| E | 101-45200-437 | Small Tools and Minor Equip | 12,275.00 | |
| E | 101-45600-310 | Other Professional Services | 2,050.00 | |
| E | 101-45700-310 | Other Professional Services | 16,825.00 | |
| E | 101-45700-343 | Other Advertising | 5,500.00 | |
| E | 101-45700-437 | Other Miscellaneous | 6,345.00 | |
| E | 101-49200-450 | Unallocated | 7,300.00 | |
| E | 101-49200-455 | Farmer's Market | 474.00 | |
| E | 101-49810-212 | Auto Expense (Fuel/Repair) | 650.00 | |
| E | 101-49810-221 | Equipment Parts/Repairs | 1,700.00 | |
| E | 101-49810-270 | Fuel for Resale | 20,000.00 | |
| E | 101-49810-421 | Credit Card/Bank Fees | 1,400.00 | |
| Special Revenue Funds | | | | |
| E | 202-46400-444 | Boulder Ridge | 3,000.00 | |

| Act Type | Account | | Increase | Decrease |
|---------------------------|----------------|---------------------------------|-----------------|-----------------|
| E | 203-46400-447 | Ringham 1st Addition | 5,000.00 | |
| E | 212-49000-437 | Other Miscellaneous | 25,000.00 | |
| E | 404-49100-730 | Transfer to Other Fund | 45,480.00 | |
| R | 409-39203 | Transfer from Other Fund | 45,480.00 | |
| E | 409-49100-437 | Other Miscellaneous | 50,200.00 | |
| E | 410-49100-437 | Other Miscellaneous | 92,020.00 | |
| Debt Service Funds | | | | |
| R | 375-39300 | Proceeds-General Long Term Debt | 585,000.00 | |
| E | 375-47000-620 | Fiscal Agent Fees | 23,150.00 | |
| E | 375-47000-621 | Payment to Escrow Agent | 562,225.00 | |
| Enterprise Funds | | | | |
| E | 602-49400-240 | Small Tools and Minor Equip | 10,000.00 | |
| E | 602-49400-310 | Other Professional Services | | 10,000.00 |

Adopted this 17th day of January, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

**CITY OF MILACA
ORDINANCE NO. 396
AN ORDINANCE ESTABLISHING REGULATION OF PAWN SHOPS**

This is a summary of the Ordinance passed on December 20, 2012. The full text of the ordinance is available for inspection during regular city hall hours, or at the city's website, www.cityofmilaca.org, under Ordinances.

SECTION 1: THE CITY COUNCIL OF THE CITY OF MILACA, MINNESOTA DOES ORDAIN AS FOLLOWS:

- 118.01 Purpose
- 118.02 Definitions
- 118.03 License Required
- 118.04 Application Required
- 118.05 Application Execution
- 118.06 Persons ineligible for a License
- 118.07 License fees
- 118.08 Bond Required
- 118.09 Records Required
- 118.10 Daily Reports To Police
- 118.11 Receipt Required
- 118.12 Redemption Period
- 118.13 Holding Period
- 118.14 Police Order To Hold Property
- 118.15 Inspection of Items
- 118.16 Label Required
- 118.17 Prohibited Acts.
- 118.18 Denial, Suspension or Revocation

118.19 Business At Only One Place

118.20 Separability

SECTION 2: EFFECTIVE DATE

Adopted the 20th day of November, 2012.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager



MILACA POLICE DEPARTMENT
INCIDENT REPORT

| | | | | | | |
|---|--|------------------------------------|-------------------------------------|--|---------------------------------------|----------------------------|
| ICR# 11001432 | | AGENCY ORI# MN0480100 | | JUVENILE: <input checked="" type="checkbox"/> Juvenile Involved | | |
| INCIDENT | Reported: 08-20-2011 2040 Committed Start: 08-20-2011 2040 Committed End: Title: Animal Complaint How Received: Phone Short Description: DOG BITE Summary: DOG BITE Location(s) Address: 2ND AVENUE NE & 5TH ST NE City: MILACA State: MN Zip: 56353 Country: | | | | | |
| | Officer Assigned: Minks, Jackie Badge No: 5306 Primary: Yes Dt/trm Assigned: 08-20-2011 2048 Time Arrived: 2059 Time Cleared: 2153 | | | | | |
| MOC | MOC: 9561B | | Literal: Animal Bites - Dog | | Statute: | |
| | UCR: | | | | | |
| Name(s) | | | | | | |
| Last Name: Eidsvoog | | First: Jeffrey | Middle: John | DOB: XXXXXXXXXXXX | | |
| Last Name: Denham | | First: Scott | Middle: Joseph | DOB: XXXXXXXXXXXX | | |
| Last Name: EXXXXXXXX | | First: RXXXX | Middle: CXXX | DOB: XXXXXXXXXXXX | | |
| Last Name: DXXXXX | | First: TXXXX | Middle: AXXXXX | DOB: XXXXXXXXXXXX | | |
| NAMES | Involvement: Reported By | | Name: Eidsvoog, Jeffrey John | | DOB: XXXXXXXXXXXX | |
| | Age: 48 | | Sex: M | Race: W | Height: 510 Weight: 190 | |
| | Address: XXXX XXXXX XXXXXX | | City: Milaca | State: MN | Zip: 56353 Country: | |
| | Eye Color: BRO Hair Color: BRO | | | | | |
| | ID Number(s) | | | | | |
| | ID Type: Drivers License | | ID #: XXXXXXXXXXXXXXX | | State: | Year: Class: |
| | Involvement: Owner | | Name: Denham, Scott Joseph | | DOB: XXXXXXXXXXXX | |
| | Age: 36 | | Sex: M | Race: W | Height: 601 | Weight: 160 |
| | Address: XXX 2Nd Ave NE | | City: Milaca | State: MN | Zip: 56353 | Country: |
| | Phone: XXXXXX XXXXXXXXXXXXXXX | | | | | |
| | Eye Color: BLU Hair Color: BRO Facial Hair: None | | | | | |
| | ID Number(s) | | | | | |
| ID Type: Drivers License | | ID #: XXXXXXXXXXXXXXX | | State: | Year: Class: | |
| <input checked="" type="checkbox"/> Involvement: Mentioned | | Name: EXXXXXXXX, RXXXX CXXX | | DOB: XXXXXXXXXXXX | | |
| Age: 14 | | Sex: | Race: | Height: 0 | Weight: 0 | |
| Address: XXXX XXXXX XXX | | City: Milaca | State: MN | Zip: 56353 | Country: | |
| Hair Color: | | | | | | |

| | | | | | |
|---------------------------------|---|-----------------------------------|--|--------------------------|--|
| Involvement: Mentioned | | Name: DXXXXX, TXXXX AXXXXX | | DOB: XXXXXXXXXXXX | |
| Age: 14 | | Sex: M | | Race: | |
| Address: XXX XXX XXXX XX | | City: Milaca | | State: MN | |
| Hair Color: | | Height: 0 | | Weight: 0 | |
| ID Number(s) | | Zip: 56353 | | Country: | |
| ID Type: Drivers License | | ID #: XXXXXXXXXXXXXXXX | | State: | |
| | | | | Year: | |
| | | | | Class: X | |
| MOBILE | Assigned (5306) Minks , Jackie 08-20-2011 2048 | | | | |
| | Enroute (5306) Minks , Jackie 08-20-2011 2048 | | | | |
| | Arrived (5306) Minks , Jackie 08-20-2011 2059 | | | | |
| | Cleared (5306) Minks , Jackie 08-20-2011 2153 | | | | |

Supplemental Report

ICR: 11001432 **12-06-2012 1822**

Title: Dog Bite **Created By:** Jackie Minks

On the above date and time I, Officer Minks, was dispatched to meet Jeff and his son, Riley at the Sheriff's office regarding a dog bite that had occurred in the city of Milaca approximately 2 hours earlier.

Riley told me he was delivering papers in the area of 2nd Ave & 5th St NE. He said he approached a house on the southwest corner and observed a yellow/white dog tied to the garage area. The dog growled and barked at him and a young boy in the garage called to the dog. As Riley turned to leave, the dog bit him on the upper calf area on the backside of his left leg. He didn't say anything to the boy in the garage and just continued on his paper route. He said when he got home he told his dad about the incident and they decided to report it to police. They told me Riley was wearing jeans at the time of the bite, but that the jeans were not torn/ripped or marked where the bite occurred. I observed and photographed the bite on the back of Riley's leg. They then left for Princeton hospital to have the bite checked at the ER.

I located the dog, "Diesel", and the dog owner, Scott Denham, at 460 2nd St. NE. I told Scott what happened at requested to speak with his son, Tyler, about the incident. Tyler said he was in the garage and the dog was tied up near the garage door. He said he heard the dog bark when the paperboy approached the house. He said he called to the dog, but didn't see the boy approach the dog or the dog bite the boy.

Scott said he was in the kitchen doing dishes and heard the dog bark. He said he thought it was a "scared" bark and that something had frightened the dog. He said he was unaware of the paperboy being at the house.

Scott provided me with current veterenary information for rabies shots. While in the home the dog was friendly and playful toward me, Scott's children including a 5 year old boy, and the famly cat. Scott questioned why the paperboy would approach a dog he didn't know, especially if the dog barked or growled at him. He said he thought the paperboy may have startled the dog by coming around the side of the house.

I advised Scott that the dog needs to be quarentined under his supervision for 10 days and he agreed.

End of Supplemental,
Officer Jackie Minks

VACCINATION CERTIFICATE

Account #: 302027
Owner: Scott Denham
Address: 460 2nd Ave. N.E.
Milaca, MN 56353

Phone:
(651)230-0005

Animal: Diesel
Species: Canine
Breed: Labrador Retriever
Color: Yellow
Gender: Male
Birthdate: 6/12/2010
Age: 10 months 16 days
Weight: 62.00
Chip #:

| Date | Vaccine | Manufacturer | Serial # | Type | Tag # | Due on |
|------------|-------------------------------|--------------|----------|--------|--------|------------|
| 04/27/2011 | Rabies Vac.(Imrab) Canine 1yr | Merck | 18138B | Killed | 45775S | 04/25/2012 |

Mille Lacs Veterinary Clinic (Milaca)
255 3rd Avenue SW
Milaca, MN 56353
(320) 983-6303
FAX: (320) 983-2677

 DVM
Sara Jacobsen DVM 04/27/2011

IR-11001432

supposed to go to 20 houses - randomly selected by her - and inquire about their consumer purchases etc.

She said she approached the door next to the garage at 460 2nd Ave NE. She said there was a dog near the door that started to bark at her. She said she didn't have time to back away and that the dog bit her on the front right forearm area. She said the dog would not let go and she started to scream and called 911. She said the dog finally let go while she was on the phone with dispatch and a man (Scott Denham) came out of the house and started yelling at her saying "that's because you're on my property".

She told dispatch she wanted to report the incident, that she probably needed stitches, and that she was driving herself to the clinic.

She was seen at the clinic by Joel DeHaan and Dr. Chambers. I advised that I was familiar with the dog ("Diesel") and his owner, and that I knew from previous contact he was current on his rabies vaccine.

I photographed the dog bite marks/puncture wounds. I left the clinic and went to Denham's house to get a copy of the vaccine paperwork.

I observed a piece of paper, approximately 4x8", taped to the door where the dog was chained that read "No Trespassing - stay off driveway"

I told Denham to keep the dog at his home for now, but that he should not chain the dog outside the residence unattended. I explained that the dog needs to be taken out on a leash under someone's control if it needs to relieve itself. I told him that the RP was getting medical attention at the clinic and that the matter would be reviewed by Chief Quaintance.

I dropped off a copy of the rabies vaccine paperwork at the clinic for her file.

End of Supplemental,
Officer Jackie Minks

Supplemental Report

ICR: 12002763

01-14-2013 1357

Title: Dangerous Animal.

Created By: Todd Quaintance

The report of an animal bite was taken by Officer Minks.

The reporter/victim indicated that a dog at 460 2nd Ave NE, Milaca, Scott Denham's residence attacked her as she was approaching the door.

The attack appeared to be unprovoked.

The attack is the second attack/bite of an individual by the same dog.

The attack/bite caused bodily injury to the victim, such that stitches were required.

The attack/bite was the second incident of a bite on separate individuals.

Officer Minks advised Denham to secure the dog in a safe manner until a decision was made regarding the outcome of the case.

The dog was declared Dangerous as deemed appropriate under the Milaca City Ordinance 95.11 (E)(1).



Milaca Police

To Protect and Serve

December 7, 2012

Scott Denham
460 2nd Ave NE
Milaca MN 56353

Dear Mr. Denham,

Attached you will find Milaca City Ordinance 95.11, Dangerous Animals. I bring this information to your attention so that you shall take necessary steps to confine the dog in a proper enclosure as defined by ordinance. As Chief of Police, I am responsible for animal control as declared by ordinance. On December 6, 2012 and August 20, 2011, the dog at your residence, by its aggressive action, attacked and bit an individual. As a result, this department received complaints about the behavior of your dog. I am obligated to inform you that as animal control officer your dog is hereby declared as a dangerous animal. The animal, referred to as Diesel, on two separate occasions has been unprovoked and bitten individuals on your property. The animal has caused bodily injury. The animal has engaged in behavior that indicates it is a danger to the personal safety of others.

As a result of the animal being deemed a Dangerous Animal, you shall confine the animal as explained in city ordinance into a proper enclosure. The owner is ordered to make the animal available for destruction or find a new home for the animal outside of the City limits of Milaca. As stated within Milaca City Ordinance the owner shall be responsible for the cost of destruction and veterinary visit. As the owner of the dog, you are allowed 14 days to appeal this order by requesting a hearing before the Milaca City Council; such a request needs to be made to the Milaca City Manager.

Please review the ordinance and comply with the confinement of the animal as outlined.

Sincerely,

Todd C. Quaintance
Chief of Police

Todd C. Quaintance
Chief of Police

255 First Street East

Milaca, MN 56353

(320) 983-6166

(320) 983-6166 Fax

§ 95.11 DANGEROUS ANIMALS.

(A) *Attack by an animal.* It shall be unlawful for any person's animal to inflict or attempt to inflict bodily injury to any person or other animal whether or not the owner is present. This section shall not apply to an attack by a dog under the control of an on-duty law enforcement officer or to an attack upon an uninvited intruder who has entered the owner's home with criminal intent.

(B) *Destruction of dangerous animal.* The Animal Control Officer shall have the authority to order the destruction of dangerous animals in accordance with the terms established by this chapter.

(C) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DANGEROUS ANIMAL. An animal which has:

- (a) Caused bodily injury or disfigurement to any person on public or private property;
- (b) Engaged in any attack on any person under circumstances which would indicate danger to personal safety;
- (c) Exhibited unusually aggressive behavior, such as an attack on another animal;
- (d) Bitten one or more persons on two or more occasions; or
- (e) Been found to be potentially dangerous and/or the owner has personal knowledge of the same, the animal aggressively bites, attacks, or endangers the safety of humans or domestic animals.

POTENTIALLY DANGEROUS ANIMAL. An animal which has:

- (a) Bitten a human or a domestic animal on public or private property;
- (b) When unprovoked, chased or approached a person upon the streets, sidewalks, or any public property in an apparent attitude of attack; or
- (c) Engaged in unprovoked attacks causing injury or otherwise threatening the safety of humans or domestic animals.

PROPER ENCLOSURE. Securely confined indoors or in a securely locked pen or structure suitable to prevent the animal from escaping and to provide protection for the animal from the elements. A **PROPER ENCLOSURE** does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only barriers which prevent the animal from exiting. The enclosure shall not allow the egress of the animal in any manner without human assistance. A pen or kennel shall meet the minimum requirements in M.S. § 343.4(1) through (3), as amended from time to time.

UNPROVOKED. The condition in which the animal is not purposely excited, stimulated, agitated, or disturbed.

(D) *Designation as potentially dangerous animal.* The Animal Control Officer shall designate any animal as a potentially dangerous animal upon receiving evidence that the potentially dangerous animal has, when unprovoked, then bitten, attacked, or threatened the safety of a person or a domestic animal as stated in the definition in division (C). When an animal is declared potentially dangerous, the Animal Control Officer shall cause one owner of the potentially dangerous animal to be notified in writing that the animal is potentially dangerous.

(E) *Evidence justifying designation.* The Animal Control Officer shall have the authority to designate any animal as a dangerous animal upon receiving evidence of the following:

(1) The animal has when unprovoked, bitten, attacked, or threatened the safety of a person or domestic animal as stated in the definition in division (C); or

(2) The animal has been declared potentially dangerous and the animal has then bitten, attacked, or threatened the safety of a person or domestic animal as stated in division (C).

(F) *Authority to order destruction.* The Animal Control Officer, upon finding that an animal is dangerous hereunder, is authorized to order, as part of the disposition of the case, that the animal be destroyed based on a written order containing one or more of the following findings of fact:

(1) The animal is dangerous as demonstrated by a vicious attack, an unprovoked attack, an attack without warning, or multiple attacks; or

(2) The owner of the animal has demonstrated an inability or unwillingness to control the animal in order to prevent injury to persons or other animals.

(G) *Procedure.* The Animal Control Officer, after having determined that an animal is dangerous, may proceed in the following manner:

(1) The Animal Control Officer shall cause one owner of the animal to be notified in writing or in person that the animal is dangerous and may order the animal seized or make orders as deemed proper. This owner shall be notified as to dates, times, places, and parties bitten, and shall be given 14 days to appeal this order by requesting a hearing before the City Council for a review of this determination.

(2) If no appeal is filed, the orders issued will stand or the Animal Control Officer may order the animal destroyed.

(3) If an owner requests a hearing for determination as to the dangerous nature of the animal, the hearing shall be held before the City Council, which shall set a date for hearing not more than three weeks after demand for the hearing. The records of the Animal Control or City Manager-Clerk's office shall be admissible for consideration by the Animal Control Officer without further foundation. After considering all evidence pertaining to the temperament of the animal, the City Council shall make an order as it deems proper. The City Council may order that the Animal Control Officer take the animal into custody for destruction, if the animal is not currently in custody. If the animal is ordered into custody for destruction, the owner shall immediately make the animal available to the Animal Control Officer.

(4) No person shall harbor an animal after it has been found by to be dangerous and ordered into custody for destruction.

(H) *Stopping an attack.* If any police officer or Animal Control Officer is witness to an attack by an animal upon a person or another animal, the officer may take whatever means the officer deems appropriate to bring the attack to an end and prevent further injury to the victim.

(I) *Notification of new address.* The owner of an animal which has been identified as dangerous or potentially dangerous shall notify the Animal Control Officer in writing if the animal is to be relocated from its current address or given or sold to another person. The notification shall be given in writing at least 14 days prior to the relocation or transfer of ownership. The notification shall include the current owner's name and address, the relocation address, and the name of the new owner, if any.

(Ord. 330, passed 1-17-02)



Stantec Consulting Services Inc.
2335 Highway 36 West
St. Paul MN 55113
Tel: (651) 636-4600
Fax: (651) 636-1311

Stantec

January 14, 2013

Mr. Greg Lerud, Manager
City of Milaca
255 First Street East
Milaca, MN 56353

Reference: Possible Sewer and Water Service for the SW River Drive Area

Dear Greg:

This letter is to follow-up on our recent discussions regarding possible future sanitary sewer and water service for the area west of the river on either side of Highway 23. As we understand it, the city would like to complete some preliminary engineering/planning review of the area in order to come up with a long term plan for utility options for the area.

We've previously looked at conceptual possibilities for sewer service for this area in the past when the city was completing the 2007 Comprehensive Plan and at other times. There seem to be a few possible alternatives for providing sanitary sewer service. Providing water service should be relatively straight forward.

At this time, we would suggest that the planning process could follow the following steps.

- Prepare Scoping Study
- Prepare Cost Estimates and Funding/Financing Options
- Prepare Feasibility Study

Plans and Specifications and actual construction would occur after the Feasibility Study step.

The Scoping Study would include sketches of optional service alignments along with a discussion of the various options. The study will also include recommendations as well as planning level cost estimates. The Scoping Study will be presented in the form of a letter report.

Once the Scoping Study has been completed and there is a selected alternative, the next step could be to prepare detailed cost estimates of the selected alternative. This information could be used to apply for grants/funding and to estimate possible connection charges for the service area.

The Scoping Study could be completed over the next few months. We can complete the Scoping Study for a Not to Exceed fee of \$1,800. We look forward to working with you on this issue. Please contact me if you have any questions or require any additional information.

Sincerely,
STANTEC

A handwritten signature in black ink, appearing to read "Phil Gravel", written in a cursive style.

Phil Gravel

ORDINANCE NO. 397

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

The Milaca City Council hereby ordains:

SECTION 1.0 STATUTORY AUTHORIZATION, FINDINGS OF FACT AND PURPOSE

1.1 Statutory Authorization: The legislature of the State of Minnesota has, in Minnesota Statutes, Chapter 103F and 462 delegated the responsibility to local government units to adopt regulations designed to minimize flood losses. Therefore, the City Council of the City of Milaca, Minnesota does ordain as follows:

1.2 Findings of Fact:

- 1.21 The flood hazard areas of Milaca, Minnesota, are subject to periodic inundation which results in potential loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures or flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- 1.22 Methods Used to Analyze Flood Hazards. This Ordinance is based upon a reasonable method of analyzing flood hazards which is consistent with the standards established by the Minnesota Department of Natural Resources.
- 1.23 National Flood Insurance Program Compliance. This Ordinance is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59 -78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.

1.3 Statement of Purpose: It is the purpose of this Ordinance to promote the public health, safety, and general welfare and to minimize those losses described in Section 1.21 by provisions contained herein.

SECTION 2.0 GENERAL PROVISIONS

2.1 Lands to Which Ordinance Applies: This Ordinance shall apply to all lands within the jurisdiction of Milaca, Minnesota shown on the Official Zoning Map and/or the attachments thereto as being located within the boundaries of the Floodway, Flood Fringe, or General Flood Plain Districts.

2.2 Establishment of Official Zoning Map: The Official Zoning Map together with all materials attached thereto is hereby adopted by reference and declared to be a part of this Ordinance. The attached material shall include the Flood Insurance Study Mille Lacs County, Minnesota And Incorporated Areas and Flood Insurance Rate Maps Mille Lacs County, Minnesota And Incorporated Areas with map numbers 27095C0343C, 27095C0344C, 27095C0406C, and 27095C0407C; all of the aforementioned documents

being dated March 4, 2013 and prepared by the Federal Emergency Management Agency. The Official Zoning Map shall be on file in the Office of the City Manager and the Zoning Administrator.

2.3 Regulatory Flood Protection Elevation: The regulatory flood protection elevation shall be an elevation no lower than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the flood plain that result from designation of a floodway.

2.4 Interpretation:

2.41 In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the Governing Body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

2.42 The boundaries of the zoning districts shall be determined by scaling distances on the Official Zoning Map. Where interpretation is needed as to the exact location of the boundaries of the district as shown on the Official Zoning Map, as for example where there appears to be a conflict between a mapped boundary and actual field conditions and there is a formal appeal of the decision of the Zoning Administrator, the Board of Adjustment shall make the necessary interpretation. All decisions will be based on elevations on the regional (100-year) flood profile, the ground elevations that existed on the site at the time the Community adopted its initial floodplain ordinance or on the date of the first National Flood Insurance Program map showing the area within the 100-year floodplain if earlier, and other available technical data. Persons contesting the location of the district boundaries shall be given a reasonable opportunity to present their case to the Board of Adjustment and to submit technical evidence.

2.5 Abrogation and Greater Restrictions: It is not intended by this Ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provisions of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

2.6 Warning and Disclaimer of Liability: This Ordinance does not imply that areas outside the flood plain districts or land uses permitted within such districts will be free from flooding or flood damages. This Ordinance shall not create liability on the part of Milaca, Minnesota or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

2.7 Severability: If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

2.8 Definitions: Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this Ordinance its most reasonable application.

2.811 Accessory Use or Structure - a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

2.812 Basement - means any area of a structure, including crawl spaces, having its floor or base subgrade (below ground level) on all four sides, regardless of the depth of excavation below ground level.

- 2.813 Conditional Use - means a specific type of structure or land use listed in the official control that may be allowed but only after an in-depth review procedure and with appropriate conditions or restrictions as provided in the official zoning controls or building codes and upon a finding that:
- (a) Certain conditions as detailed in the zoning ordinance exist.
 - (b) The structure and/or land use conform to the comprehensive land use plan if one exists and are compatible with the existing neighborhood.
- 2.814 Equal Degree of Encroachment - a method of determining the location of floodway boundaries so that flood plain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.
- 2.815 Flood - a temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas.
- 2.816 Flood Frequency - the frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded.
- 2.817 Flood Fringe - that portion of the flood plain outside of the floodway. Flood fringe is synonymous with the term "floodway fringe" used in the Flood Insurance Study Mille Lacs County, Minnesota And Incorporated Areas.
- 2.818 Flood Plain - the beds proper and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the regional flood.
- 2.819 Flood Proofing - a combination of structural provisions, changes, or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.
- 2.820 Floodway - the bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining flood plain which are reasonably required to carry or store the regional flood discharge.
- 2.821 Lowest Floor - the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor.
- 2.822 Manufactured Home - a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."
- 2.823 Obstruction - any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure, or matter in, along, across, or projecting into any channel, watercourse, or regulatory flood plain which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water.
- 2.824 Principal Use or Structure - means all uses or structures that are not accessory uses or structures.
- 2.825 Reach - a hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or man-made obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.

- 2.826 Recreational Vehicle - a vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. For the purposes of this Ordinance, the term recreational vehicle shall be synonymous with the term travel trailer/travel vehicle.
- 2.827 Regional Flood - a flood which is representative of large floods known to have occurred generally in Minnesota and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of the 100-year recurrence interval. Regional flood is synonymous with the term "base flood" used in a flood insurance study.
- 2.828 Regulatory Flood Protection Elevation - The regulatory flood protection elevation shall be an elevation no lower than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the flood plain that result from designation of a floodway.
- 2.829 Structure - anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, manufactured homes, recreational vehicles not meeting the exemption criteria specified in Section 9.31 of this Ordinance and other similar items.
- 2.830 Substantial Damage - means damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- 2.831 Substantial Improvement - within any consecutive 365-day period, any reconstruction, rehabilitation (including normal maintenance and repair), repair after damage, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:
- (a) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.
 - (b) Any alteration of an "historic structure," provided that the alteration will not preclude the structure's continued designation as an "historic structure." For the purpose of this Ordinance, "historic structure" shall be as defined in 44 Code of Federal Regulations, Part 59.1.
- 2.832 Variance - means a modification of a specific permitted development standard required in an official control including this Ordinance to allow an alternative development standard not stated as acceptable in the official control, but only as applied to a particular property for the purpose of alleviating a hardship, practical difficulty or unique circumstance as defined and elaborated upon in a community's respective planning and zoning enabling legislation.
- 2.9 Annexations: The Flood Insurance Rate Map panels adopted by reference into Section 2.2 above may include floodplain areas that lie outside of the corporate boundaries of Milaca, Minnesota at the time of

adoption of this ordinance. If any of these floodplain land areas are annexed into Milaca, Minnesota after the date of adoption of this ordinance, the newly annexed floodplain lands shall be subject to the provisions of this ordinance immediately upon the date of annexation into Milaca, Minnesota.

SECTION 3.0 ESTABLISHMENT OF ZONING DISTRICTS

3.1 Districts:

- 3.11 Floodway District. The Floodway District shall include those areas designated as floodway on the Flood Insurance Rate Map adopted in Section 2.2.
- 3.12 Flood Fringe District. The Flood Fringe District shall include those areas designated as floodway fringe. The Flood Fringe District shall include those areas shown on the Flood Insurance Rate Map as adopted in Section 2.2 as being within Zones AE but being located outside of the floodway.
- 3.13 General Flood Plain District. The General Flood Plain District shall include those areas designated as Zone A on the Flood Insurance Rate Map adopted in Section 2.2.

3.2 Compliance: No new structure or land shall hereafter be used and no structure shall be constructed, located, extended, converted, or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance. Within the Floodway, Flood Fringe and General Flood Plain Districts, all uses not listed as permitted uses or conditional uses in Sections 4.0, 5.0 and 6.0 that follow, respectively, shall be prohibited. In addition, a caution is provided here that:

- 3.21 New manufactured homes, replacement manufactured homes and certain recreational vehicles are subject to the general provisions of this Ordinance and specifically Section 9.0.
- 3.22 Modifications, additions, structural alterations, normal maintenance and repair, or repair after damage to existing nonconforming structures and nonconforming uses of structures or land are regulated by the general provisions of this Ordinance and specifically Section 11.0.
- 3.23 As-built elevations for elevated or flood proofed structures must be certified by ground surveys and flood proofing techniques must be designed and certified by a registered professional engineer or architect as specified in the general provisions of this Ordinance and specifically as stated in Section 10.0 of this Ordinance.

SECTION 4.0 FLOODWAY DISTRICT (FW)

4.1 Permitted Uses:

- 4.11 General farming, pasture, grazing, outdoor plant nurseries, horticulture, truck farming, forestry, sod farming, and wild crop harvesting.
- 4.12 Industrial-commercial loading areas, parking areas, and airport landing strips.

4.13 Private and public golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, and single or multiple purpose recreational trails.

4.14 Residential lawns, gardens, parking areas, and play areas.

4.2 Standards for Floodway Permitted Uses:

4.21 The use shall have a low flood damage potential.

4.22 The use shall be permissible in the underlying zoning district if one exists.

4.23 The use shall not obstruct flood flows or increase flood elevations and shall not involve structures, fill, obstructions, excavations or storage of materials or equipment.

4.3 Conditional Uses:

4.31 Structures accessory to the uses listed in 4.1 above and the uses listed in 4.32 - 4.38 below.

4.32 Extraction and storage of sand, gravel, and other materials.

4.33 Marinas, boat rentals, docks, piers, wharves, and water control structures.

4.34 Railroads, streets, bridges, utility transmission lines, and pipelines.

4.35 Storage yards for equipment, machinery, or materials.

4.36 Placement of fill or construction of fences.

4.37 Recreational vehicles either on individual lots of record or in existing or new subdivisions or commercial or condominium type campgrounds, subject to the exemptions and provisions of Section 9.3 of this Ordinance.

4.38 Structural works for flood control such as levees, dikes and floodwalls constructed to any height where the intent is to protect individual structures and levees or dikes where the intent is to protect agricultural crops for a frequency flood event equal to or less than the 10-year frequency flood event.

4.4 Standards for Floodway Conditional Uses:

4.41 All Uses. No structure (temporary or permanent), fill (including fill for roads and levees), deposit, obstruction, storage of materials or equipment, or other uses may be allowed as a conditional use that will cause any increase in the stage of the 100-year or regional flood or cause an increase in flood damages in the reach or reaches affected.

4.42 All floodway conditional uses shall be subject to the procedures and standards contained in Section 10.4 of this Ordinance.

4.43 The conditional use shall be permissible in the underlying zoning district if one exists.

4.44 Fill:

- (a) Fill, dredge spoil, and all other similar materials deposited or stored in the flood plain shall be protected from erosion by vegetative cover, mulching, riprap or other acceptable method.
- (b) Dredge spoil sites and sand and gravel operations shall not be allowed in the floodway unless a long-term site development plan is submitted which includes an erosion/sedimentation prevention element to the plan.
- (c) As an alternative, and consistent with Subsection (b) immediately above, dredge spoil disposal and sand and gravel operations may allow temporary, on-site storage of fill or other materials which would have caused an increase to the stage of the 100-year or regional flood but only after the Governing Body has received an appropriate plan which assures the removal of the materials from the floodway based upon the flood warning time available. The conditional use permit must be title registered with the property in the Office of the County Recorder.

4.45 Accessory Structures:

- (a) Accessory structures shall not be designed for human habitation.
- (b) Accessory structures, if permitted, shall be constructed and placed on the building site so as to offer the minimum obstruction to the flow of flood waters:
 - (1) Whenever possible, structures shall be constructed with the longitudinal axis parallel to the direction of flood flow; and
 - (2) So far as practicable, structures shall be placed approximately on the same flood flow lines as those of adjoining structures.
- (c) Accessory structures shall be elevated on fill or structurally dry flood proofed in accordance with the FP-1 or FP-2 flood proofing classifications in the State Building Code. As an alternative, an accessory structure may be flood proofed to the FP-3 or FP-4 flood proofing classification in the State Building Code provided the accessory structure constitutes a minimal investment, does not exceed 500 square feet in size at its largest projection, and for a detached garage, the detached garage must be used solely for parking of vehicles and limited storage. All flood proofed accessory structures must meet the following additional standards:
 - (1) The structure must be adequately anchored to prevent flotation, collapse or lateral movement of the structure and shall be designed to equalize hydrostatic flood forces on exterior walls;
 - (2) Any mechanical and utility equipment in a structure must be elevated to or above the regulatory flood protection elevation or properly flood proofed; and
 - (3) To allow for the equalization of hydrostatic pressure, there must be a minimum of two "automatic" openings in the outside walls of the structure having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. There must be openings on at least two sides of the structure and the bottom of all openings must be no higher than one foot above the lowest adjacent grade to the structure. Using human intervention to open a garage door prior to flooding will not satisfy this requirement for automatic openings.

4.46 Storage of Materials and Equipment:

- (a) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited.
- (b) Storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning and in accordance with a plan approved by the Governing Body.

- 4.47 Structural works for flood control that will change the course, current or cross section of protected wetlands or public waters shall be subject to the provisions of Minnesota Statute, Chapter 103G. Community-wide structural works for flood control intended to remove areas from the regulatory flood plain shall not be allowed in the floodway.
- 4.48 A levee, dike or floodwall constructed in the floodway shall not cause an increase to the 100-year or regional flood and the technical analysis must assume equal conveyance or storage loss on both sides of a stream.

SECTION 5.0 FLOOD FRINGE DISTRICT (FF)

5.1 Permitted Uses: Permitted uses shall be those uses of land or structures listed as permitted uses in the underlying zoning use district(s). If no pre-existing, underlying zoning use districts exist, then any residential or non residential structure or use of a structure or land shall be a permitted use in the Flood Fringe District provided such use does not constitute a public nuisance. All permitted uses shall comply with the standards for Flood Fringe District "Permitted Uses" listed in Section 5.2 and the "Standards for all Flood Fringe Uses" listed in Section 5.5.

5.2 Standards for Flood Fringe Permitted Uses:

- 5.21 All structures, including accessory structures, must be elevated on fill so that the lowest floor including basement floor is at or above the regulatory flood protection elevation. The finished fill elevation for structures shall be no lower than one (1) foot below the regulatory flood protection elevation and the fill shall extend at such elevation at least fifteen (15) feet beyond the outside limits of the structure erected thereon.
- 5.22 As an alternative to elevation on fill, accessory structures that constitute a minimal investment and that do not exceed 500 square feet at its largest projection may be internally flood proofed in accordance with Section 4.45 (c).
- 5.23 The cumulative placement of fill where at any one time in excess of one-thousand (1,000) cubic yards of fill is located on the parcel shall be allowable only as a conditional use, unless said fill is specifically intended to elevate a structure in accordance with Section 5.21 of this ordinance.
- 5.24 The storage of any materials or equipment shall be elevated on fill to the regulatory flood protection elevation.
- 5.25 The provisions of Section 5.5 of this Ordinance shall apply.

5.3 Conditional Uses: Any structure that is not elevated on fill or flood proofed in accordance with Section 5.21 - 5.22 and or any use of land that does not comply with the standards in Section 5.23 - 5.24 shall only be allowable as a conditional use. An application for a conditional use shall be subject to the standards and criteria and evaluation procedures specified in Sections 5.4-5.5 and 10.4 of this Ordinance.

5.4 Standards for Flood Fringe Conditional Uses:

- 5.41 Alternative elevation methods other than the use of fill may be utilized to elevate a structure's lowest floor above the regulatory flood protection elevation. These alternative methods may include the use of stilts, pilings, parallel walls, etc., or above-grade, enclosed areas such as crawl

spaces or tuck under garages. The base or floor of an enclosed area shall be considered above-grade and not a structure's basement or lowest floor if: 1) the enclosed area is above-grade on at least one side of the structure; 2) it is designed to internally flood and is constructed with flood resistant materials; and 3) it is used solely for parking of vehicles, building access or storage. The above-noted alternative elevation methods are subject to the following additional standards:

- (a) Design and Certification - The structure's design and as-built condition must be certified by a registered professional engineer or architect as being in compliance with the general design standards of the State Building Code and, specifically, that all electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities must be at or above the regulatory flood protection elevation or be designed to prevent flood water from entering or accumulating within these components during times of flooding.
- (b) Specific Standards for Above-grade, Enclosed Areas - Above-grade, fully enclosed areas such as crawl spaces or tuck under garages must be designed to internally flood and the design plans must stipulate:
 - (1) A minimum area of openings in the walls where internal flooding is to be used as a flood proofing technique. There shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one-foot above grade. The automatic openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding unless a registered professional engineer or architect certifies that a smaller net area would suffice. The automatic openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters without any form of human intervention; and
 - (2) That the enclosed area will be designed of flood resistant materials in accordance with the FP-3 or FP-4 classifications in the State Building Code and shall be used solely for building access, parking of vehicles or storage.

5.42 Basements, as defined by Section 2.812 of this Ordinance, shall be subject to the following:

- (a) Residential basement construction shall not be allowed below the regulatory flood protection elevation.
- (b) Non-residential basements may be allowed below the regulatory flood protection elevation provided the basement is structurally dry flood proofed in accordance with Section 5.43 of this Ordinance.

5.43 All areas of non residential structures including basements to be placed below the regulatory flood protection elevation shall be flood proofed in accordance with the structurally dry flood proofing classifications in the State Building Code. Structurally dry flood proofing must meet the FP-1 or FP-2 flood proofing classification in the State Building Code and this shall require making the structure watertight with the walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Structures flood proofed to the FP-3 or FP-4 classification shall not be permitted.

5.44 When at any one time more than 1,000 cubic yards of fill or other similar material is located on a parcel for such activities as on-site storage, landscaping, sand and gravel operations, landfills, roads, dredge spoil disposal or construction of flood control works, an erosion/sedimentation control plan must be submitted unless the community is enforcing a state approved shoreland management ordinance. In the absence of a state approved shoreland ordinance, the plan must clearly specify methods to be used to stabilize the fill on site for a flood event at a minimum of the 100-year or regional flood event. The plan must be prepared and certified by a registered

professional engineer or other qualified individual acceptable to the Governing Body. The plan may incorporate alternative procedures for removal of the material from the flood plain if adequate flood warning time exists.

5.45 Storage of Materials and Equipment:

- (a) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal, or plant life is prohibited.
- (b) Storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning and in accordance with a plan approved by the Governing Body.

5.46 The provisions of Section 5.5 of this Ordinance shall also apply.

5.5 Standards for All Flood Fringe Uses:

- 5.51 All new principal structures must have vehicular access at or above an elevation not more than two (2) feet below the regulatory flood protection elevation. If a variance to this requirement is granted, the Board of Adjustment must specify limitations on the period of use or occupancy of the structure for times of flooding and only after determining that adequate flood warning time and local flood emergency response procedures exist.
- 5.52 Commercial Uses - accessory land uses, such as yards, railroad tracks, and parking lots may be at elevations lower than the regulatory flood protection elevation. However, a permit for such facilities to be used by the employees or the general public shall not be granted in the absence of a flood warning system that provides adequate time for evacuation if the area would be inundated to a depth and velocity such that when multiplying the depth (in feet) times velocity (in feet per second) the product number exceeds four (4) upon occurrence of the regional flood.
- 5.53 Manufacturing and Industrial Uses - measures shall be taken to minimize interference with normal plant operations especially along streams having protracted flood durations. Certain accessory land uses such as yards and parking lots may be at lower elevations subject to requirements set out in Section 5.52 above. In considering permit applications, due consideration shall be given to needs of an industry whose business requires that it be located in flood plain areas.
- 5.54 Fill shall be properly compacted and the slopes shall be properly protected by the use of riprap, vegetative cover or other acceptable method. The Federal Emergency Management Agency (FEMA) has established criteria for removing the special flood hazard area designation for certain structures properly elevated on fill above the 100-year flood elevation - FEMA's requirements incorporate specific fill compaction and side slope protection standards for multi-structure or multi-lot developments. These standards should be investigated prior to the initiation of site preparation if a change of special flood hazard area designation will be requested.
- 5.55 Flood plain developments shall not adversely affect the hydraulic capacity of the channel and adjoining flood plain of any tributary watercourse or drainage system where a floodway or other encroachment limit has not been specified on the Official Zoning Map.
- 5.56 Standards for recreational vehicles are contained in Section 9.3.
- 5.57 All manufactured homes must be securely anchored to an adequately anchored foundation system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are

not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.

SECTION 6.0 GENERAL FLOOD PLAIN DISTRICT

6.1 Permissible Uses:

- 6.11 The uses listed in Section 4.1 of this Ordinance shall be permitted uses.
- 6.12 All other uses shall be subject to the floodway/flood fringe evaluation criteria pursuant to Section 6.2 below. Section 4.0 shall apply if the proposed use is in the Floodway District and Section 5.0 shall apply if the proposed use is in the Flood Fringe District.

6.2 Procedures for Floodway and Flood Fringe Determinations Within the General Flood Plain District.

- 6.21 Upon receipt of an application for a permit or other approval within the General Flood Plain District, the applicant shall be required to furnish such of the following information as is deemed necessary by the Zoning Administrator for the determination of the regulatory flood protection elevation and whether the proposed use is within the Floodway or Flood Fringe District.
 - (a) A typical valley cross-section(s) showing the channel of the stream, elevation of land areas adjoining each side of the channel, cross-sectional areas to be occupied by the proposed development, and high water information.
 - (b) Plan (surface view) showing elevations or contours of the ground, pertinent structure, fill, or storage elevations, the size, location, and spatial arrangement of all proposed and existing structures on the site, and the location and elevations of streets.
 - (c) Photographs showing existing land uses, vegetation upstream and downstream, and soil types.
 - (d) Profile showing the slope of the bottom of the channel or flow line of the stream for at least 500 feet in either direction from the proposed development.
- 6.22 The applicant shall be responsible to submit one copy of the above information to a designated engineer or other expert person or agency for technical assistance in determining whether the proposed use is in the Floodway or Flood Fringe District and to determine the regulatory flood protection elevation. Procedures consistent with Minnesota Regulations 1983, Parts 6120.5000 - 6120.6200 and 44 Code of Federal Regulations Part 65 shall be followed in this expert evaluation. The designated engineer or expert is strongly encouraged to discuss the proposed technical evaluation methodology with the respective Department of Natural Resources' Area Hydrologist prior to commencing the analysis. The designated engineer or expert shall:
 - (a) Estimate the peak discharge of the regional flood.
 - (b) Calculate the water surface profile of the regional flood based upon a hydraulic analysis of the stream channel and overbank areas.
 - (c) Compute the floodway necessary to convey or store the regional flood without increasing flood stages more than 0.5 foot. A lesser stage increase than .5' shall be required if, as a result of the additional stage increase, increased flood damages would result. An equal degree of encroachment on both sides of the stream within the reach shall be assumed in computing floodway boundaries.
- 6.23 The Zoning Administrator shall present the technical evaluation and findings of the designated engineer or expert to the Governing Body. The Governing Body must formally accept the

technical evaluation and the recommended Floodway and/or Flood Fringe District boundary or deny the permit application. The Governing Body, prior to official action, may submit the application and all supporting data and analyses to the Federal Emergency Management Agency, the Department of Natural Resources or the Planning Commission for review and comment. Once the Floodway and Flood Fringe District Boundaries have been determined, the Governing Body shall refer the matter back to the Zoning Administrator who shall process the permit application consistent with the applicable provisions of Section 4.0 and 5.0 of this Ordinance.

SECTION 7.0 SUBDIVISIONS

7.1 Review Criteria: No land shall be subdivided which is unsuitable for the reason of flooding, inadequate drainage, water supply or sewage treatment facilities. All lots within the flood plain districts shall be able to contain a building site outside of the Floodway District at or above the regulatory flood protection elevation. All subdivisions shall have water and sewage treatment facilities that comply with the provisions of this Ordinance and have road access both to the subdivision and to the individual building sites no lower than two feet below the regulatory flood protection elevation. For all subdivisions in the flood plain, the Floodway and Flood Fringe District boundaries, the regulatory flood protection elevation and the required elevation of all access roads shall be clearly labeled on all required subdivision drawings and platting documents.

7.2 Floodway/Flood Fringe Determinations in the General Flood Plain District: In the General Flood Plain District, applicants shall provide the information required in Section 6.2 of this Ordinance to determine the 100-year flood elevation, the Floodway and Flood Fringe District boundaries and the regulatory flood protection elevation for the subdivision site.

7.3 Removal of Special Flood Hazard Area Designation: The Federal Emergency Management Agency (FEMA) has established criteria for removing the special flood hazard area designation for certain structures properly elevated on fill above the 100-year flood elevation. FEMA's requirements incorporate specific fill compaction and side slope protection standards for multi-structure or multi-lot developments. These standards should be investigated prior to the initiation of site preparation if a change of special flood hazard area designation will be requested.

SECTION 8.0 PUBLIC UTILITIES, RAILROADS, ROADS, AND BRIDGES

8.1 Public Utilities. All public utilities and facilities such as gas, electrical, sewer, and water supply systems to be located in the flood plain shall be flood proofed in accordance with the State Building Code or elevated to above the regulatory flood protection elevation.

8.2 Public Transportation Facilities. Railroad tracks, roads, and bridges to be located within the flood plain shall comply with Sections 4.0 and 5.0 of this Ordinance. Elevation to the regulatory flood protection elevation shall be provided where failure or interruption of these transportation facilities would result in danger to the public health or safety or where such facilities are essential to the orderly functioning of the area. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety.

8.3 On-site Sewage Treatment and Water Supply Systems: Where public utilities are not provided: 1) On-site water supply systems must be designed to minimize or eliminate infiltration of flood waters into the systems; and 2) New or replacement on-site sewage treatment systems must be designed to minimize or

eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and they shall not be subject to impairment or contamination during times of flooding. Any sewage treatment system designed in accordance with the State's current statewide standards for on-site sewage treatment systems shall be determined to be in compliance with this Section.

SECTION 9.0 MANUFACTURED HOMES AND MANUFACTURED HOME PARKS AND PLACEMENT OF RECREATIONAL VEHICLES.

9.1 New manufactured home parks and expansions to existing manufactured home parks shall be subject to the provisions placed on subdivisions by Section 7.0 of this Ordinance.

9.2 The placement of new or replacement manufactured homes in existing manufactured home parks or on individual lots of record that are located in flood plain districts will be treated as a new structure and may be placed only if elevated in compliance with Section 5.0 of this Ordinance. If vehicular road access for pre-existing manufactured home parks is not provided in accordance with Section 5.51, then replacement manufactured homes will not be allowed until the property owner(s) develops a flood warning emergency plan acceptable to the Governing Body.

9.21 All manufactured homes must be securely anchored to an adequately anchored foundation system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.

9.3 Recreational vehicles that do not meet the exemption criteria specified in Section 9.31 below shall be subject to the provisions of this Ordinance and as specifically spelled out in Sections 9.33-9.34 below.

9.31 Exemption - Recreational vehicles are exempt from the provisions of this Ordinance if they are placed in any of the areas listed in Section 9.32 below and further they meet the following criteria:

- (a) Have current licenses required for highway use.
- (b) Are highway ready meaning on wheels or the internal jacking system, are attached to the site only by quick disconnect type utilities commonly used in campgrounds and recreational vehicle parks and the recreational vehicle has no permanent structural type additions attached to it.
- (c) The recreational vehicle and associated use must be permissible in any pre-existing, underlying zoning use district.

9.32 Areas Exempted For Placement of Recreational Vehicles:

- (a) Individual lots or parcels of record.
- (b) Existing commercial recreational vehicle parks or campgrounds.
- (c) Existing condominium type associations.

9.33 Recreational vehicles exempted in Section 9.31 lose this exemption when development occurs on the parcel exceeding \$500 for a structural addition to the recreational vehicle or exceeding \$500 for an accessory structure such as a garage or storage building. The recreational vehicle and all additions and accessory structures will then be treated as a new structure and shall be subject to the elevation/flood proofing requirements and the use of land restrictions specified in Sections 4.0 and 5.0 of this Ordinance. There shall be no development or improvement on the parcel or

attachment to the recreational vehicle that hinders the removal of the recreational vehicle to a flood free location should flooding occur.

- 9.34 New commercial recreational vehicle parks or campgrounds and new residential type subdivisions and condominium associations and the expansion of any existing similar use exceeding five (5) units or dwelling sites shall be subject to the following:
- (a) Any new or replacement recreational vehicle will be allowed in the Floodway or Flood Fringe Districts provided said recreational vehicle and its contents are placed on fill above the regulatory flood protection elevation and proper elevated road access to the site exists in accordance with Section 5.51 of this Ordinance. No fill placed in the floodway to meet the requirements of this Section shall increase flood stages of the 100-year or regional flood.
 - (b) All new or replacement recreational vehicles not meeting the criteria of (a) above may, as an alternative, be allowed as a conditional use if in accordance with the following provisions and the provisions of 10.4 of the Ordinance. The applicant must submit an emergency plan for the safe evacuation of all vehicles and people during the 100 year flood. Said plan shall be prepared by a registered engineer or other qualified individual, shall demonstrate that adequate time and personnel exist to carry out the evacuation, and shall demonstrate the provisions of Section 9.31 (a) and (b) of this Ordinance will be met. All attendant sewage and water facilities for new or replacement recreational vehicles must be protected or constructed so as to not be impaired or contaminated during times of flooding in accordance with Section 8.3 of this Ordinance.

SECTION 10.0 ADMINISTRATION

10.1 Zoning Administrator: A Zoning Administrator or other official designated by the Governing Body shall administer and enforce this Ordinance. If the Zoning Administrator finds a violation of the provisions of this Ordinance the Zoning Administrator shall notify the person responsible for such violation in accordance with the procedures stated in Section 12.0 of the Ordinance.

10.2 Permit Requirements:

- 10.21 Permit Required. A Permit issued by the Zoning Administrator in conformity with the provisions of this Ordinance shall be secured prior to the erection, addition, modification, rehabilitation (including normal maintenance and repair), or alteration of any building, structure, or portion thereof; prior to the use or change of use of a building, structure, or land; prior to the construction of a dam, fence, or on-site septic system; prior to the change or extension of a nonconforming use; prior to the repair of a structure that has been damaged by flood, fire, tornado, or any other source; and prior to the placement of fill, excavation of materials, or the storage of materials or equipment within the flood plain.
- 10.22 Application for Permit. Application for a permit shall be made in duplicate to the Zoning Administrator on forms furnished by the Zoning Administrator and shall include the following where applicable: plans in duplicate drawn to scale, showing the nature, location, dimensions, and elevations of the lot; existing or proposed structures, fill, or storage of materials; and the location of the foregoing in relation to the stream channel.

- 10.23 State and Federal Permits. Prior to granting a permit or processing an application for a conditional use permit or variance, the Zoning Administrator shall determine that the applicant has obtained all necessary state and federal permits.
- 10.24 Certificate of Zoning Compliance for a New, Altered, or Nonconforming Use. It shall be unlawful to use, occupy, or permit the use or occupancy of any building or premises or part thereof hereafter created, erected, changed, converted, altered, or enlarged in its use or structure until a certificate of zoning compliance shall have been issued by the Zoning Administrator stating that the use of the building or land conforms to the requirements of this Ordinance.
- 10.25 Construction and Use to be as Provided on Applications, Plans, Permits, Variances and Certificates of Zoning Compliance. Permits, conditional use permits, or certificates of zoning compliance issued on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this Ordinance, and punishable as provided by Section 12.0 of this Ordinance.
- 10.26 Certification. The applicant shall be required to submit certification by a registered professional engineer, registered architect, or registered land surveyor that the finished fill and building elevations were accomplished in compliance with the provisions of this Ordinance. Flood proofing measures shall be certified by a registered professional engineer or registered architect.
- 10.27 Record of First Floor Elevation. The Zoning Administrator shall maintain a record of the elevation of the lowest floor (including basement) of all new structures and alterations or additions to existing structures in the flood plain. The Zoning Administrator shall also maintain a record of the elevation to which structures or alterations and additions to structures are flood proofed.
- 10.28 Notifications for Watercourse Alterations. The Zoning Administrator shall notify, in riverine situations, adjacent communities and the Commissioner of the Department of Natural Resources prior to the community authorizing any alteration or relocation of a watercourse. If the applicant has applied for a permit to work in the beds of public waters pursuant to Minnesota Statute, Chapter 103G, this shall suffice as adequate notice to the Commissioner of Natural Resources. A copy of said notification shall also be submitted to the Chicago Regional Office of the Federal Emergency Management Agency (FEMA).
- 10.29 Notification to FEMA When Physical Changes Increase or Decrease the 100-year Flood Elevation. As soon as is practicable, but not later than six (6) months after the date such supporting information becomes available, the Zoning Administrator shall notify the Chicago Regional Office of FEMA of the changes by submitting a copy of said technical or scientific data.

10.3 Board of Adjustment:

- 10.31 Rules. The Board of Adjustment shall adopt rules for the conduct of business and may exercise all of the powers conferred on such Boards by State law.
- 10.32 Administrative Review. The Board of Adjustment shall hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement or administration of this Ordinance.

10.33 Variances. The Board of Adjustment may authorize upon appeal in specific cases such relief or variance from the terms of this Ordinance as will not be contrary to the public interest and only for those circumstances such as hardship, practical difficulties or circumstances unique to the property under consideration, as provided for in the respective enabling legislation for planning and zoning for cities or counties as appropriate. In the granting of such variance, the Board of Adjustment shall clearly identify in writing the specific conditions that existed consistent with the criteria specified in this Ordinance, any other zoning regulations in the Community, and in the respective enabling legislation that justified the granting of the variance. No variance shall have the effect of allowing in any district uses prohibited in that district, and permit a lower degree of flood protection than the regulatory flood protection elevation for the particular area, or permit standards lower than those required by state law. The following additional variance criteria of the Federal Emergency Management Agency must be satisfied:

- (a) Variances shall not be issued by a community within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- (b) Variances shall only be issued by a community upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

10.34 Hearings. Upon filing with the Board of Adjustment of an appeal from a decision of the Zoning Administrator, or an application for a variance, the Board of Adjustment shall fix a reasonable time for a hearing and give due notice to the parties in interest as specified by law. The Board of Adjustment shall submit by mail to the Commissioner of Natural Resources a copy of the application for proposed variances sufficiently in advance so that the Commissioner will receive at least ten days notice of the hearing.

10.35 Decisions. The Board of Adjustment shall arrive at a decision on such appeal or variance within sixty (60) days. In passing upon an appeal, the Board of Adjustment may, so long as such action is in conformity with the provisions of this Ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision or determination of the Zoning Administrator or other public official. It shall make its decision in writing setting forth the findings of fact and the reasons for its decisions. In granting a variance the Board of Adjustment may prescribe appropriate conditions and safeguards such as those specified in Section 10.46, which are in conformity with the purposes of this Ordinance. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this Ordinance punishable under Section 12.0. A copy of all decisions granting variances shall be forwarded by mail to the Commissioner of Natural Resources within ten (10) days of such action.

10.36 Appeals. Appeals from any decision of the Board of Adjustment may be made, and as specified in this community's official controls and also by Minnesota Statutes.

10.37 Flood Insurance Notice and Record Keeping. The Zoning Administrator shall notify the applicant for a variance that: 1) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and 2) Such construction below the 100-year or regional flood level

increases risks to life and property. Such notification shall be maintained with a record of all variance actions. A community shall maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its annual or biennial report submitted to the Administrator of the National Flood Insurance Program.

10.4 Conditional Uses. The Planning Commission shall make a finding of fact and recommend actions or conditions relating to the request to the City Council. Applications shall be submitted to the Zoning Administrator who shall forward the application to Planning Commission for consideration.

10.41 Hearings. Upon filing with the Planning Commission an application for a conditional use permit, the Zoning Administrator shall submit by mail to the Commissioner of Natural Resources a copy of the application for proposed conditional use sufficiently in advance so that the Commissioner will receive at least ten days notice of the hearing.

10.42 Decisions. The City Council shall arrive at a decision on a conditional use within sixty (60) days. In granting a conditional use permit the City Council shall prescribe appropriate conditions and safeguards, in addition to those specified in Section 10.46, which are in conformity with the purposes of this Ordinance. Violations of such conditions and safeguards, when made a part of the terms under which the conditional use permit is granted, shall be deemed a violation of this Ordinance punishable under Section 12.0. A copy of all decisions granting conditional use permits shall be forwarded by mail to the Commissioner of Natural Resources within ten (10) days of such action.

10.43 Procedures to be followed by the City Council in Passing on Conditional Use Permit Applications Within all Flood Plain Districts.

- (a) Require the applicant to furnish such of the following information and additional information as deemed necessary by the Planning Commission, the City Council or city staff for determining the suitability of the particular site for the proposed use:
 - (1) Plans in triplicate drawn to scale showing the nature, location, dimensions, and elevation of the lot, existing or proposed structures, fill, storage of materials, flood proofing measures, and the relationship of the above to the location of the stream channel; and
 - (2) Specifications for building construction and materials, flood proofing, filling, dredging, grading, channel improvement, storage of materials, water supply and sanitary facilities.
- (b) Transmit one copy of the information described in subsection (a) to a designated engineer or other expert person or agency for technical assistance, where necessary, in evaluating the proposed project in relation to flood heights and velocities, the seriousness of flood damage to the use, the adequacy of the plans for protection, and other technical matters.
- (c) Based upon the technical evaluation of the designated engineer or expert, the City Council shall determine the specific flood hazard at the site and evaluate the suitability of the proposed use in relation to the flood hazard.

10.44 Factors Upon Which the Decision of the City Council Shall Be Based. In passing upon conditional use applications, the City Council shall consider all relevant factors specified in other sections of this Ordinance, and:

- (a) The danger to life and property due to increased flood heights or velocities caused by encroachments.
- (b) The danger that materials may be swept onto other lands or downstream to the injury of others or they may block bridges, culverts or other hydraulic structures.
- (c) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions.

- (d) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- (e) The importance of the services provided by the proposed facility to the community.
- (f) The requirements of the facility for a waterfront location.
- (g) The availability of alternative locations not subject to flooding for the proposed use.
- (h) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
- (i) The relationship of the proposed use to the comprehensive plan and flood plain management program for the area.
- (j) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (k) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site.
- (l) Such other factors which are relevant to the purposes of this Ordinance.

10.45 Time for Acting on Application. The City Council shall act on an application in the manner described above within sixty (60) days from receiving the application, except that where additional information is required pursuant to 10.43 of this Ordinance. The City Council shall render a written decision within sixty (60) days from the receipt of such additional information.

10.46 Conditions Attached to Conditional Use Permits. Upon consideration of the factors listed above and the purpose of this Ordinance, the City Council shall attach such conditions to the granting of conditional use permits as it deems necessary to fulfill the purposes of this Ordinance. Such conditions may include, but are not limited to, the following:

- (a) Modification of waste treatment and water supply facilities.
- (b) Limitations on period of use, occupancy, and operation.
- (c) Imposition of operational controls, sureties, and deed restrictions.
- (d) Requirements for construction of channel modifications, compensatory storage, dikes, levees, and other protective measures.
- (e) Flood proofing measures, in accordance with the State Building Code and this Ordinance. The applicant shall submit a plan or document certified by a registered professional engineer or architect that the flood proofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

SECTION 11.0 NONCONFORMING USES

11.1 A structure or the use of a structure or premises which was lawful before the passage or amendment of this Ordinance but which is not in conformity with the provisions of this Ordinance may be continued subject to the following conditions. Historic structures, as defined in Section 2.831(b) of this Ordinance, shall be subject to the provisions of Sections 11.11 – 11.15 of this Ordinance.

11.11 No such use shall be expanded, changed, enlarged, or altered in a way that increases its nonconformity.

11.12 Any structural alteration or addition to a nonconforming structure or nonconforming use which would result in increasing the flood damage potential of that structure or use shall be protected to the Regulatory Flood Protection Elevation in accordance with any of the elevation on fill or flood proofing techniques (i.e., FP-1 thru FP-4 flood proofing classifications) allowable in the State Building Code, except as further restricted in 11.13 and 11.16 below.

- 11.13 The cost of all structural alterations or additions to any nonconforming structure over the life of the structure shall not exceed 50 percent of the market value of the structure unless the conditions of this Section are satisfied. The cost of all structural alterations and additions must include all costs such as construction materials and a reasonable cost placed on all manpower or labor. If the cost of all previous and proposed alterations and additions exceeds 50 percent of the market value of the structure, then the structure must meet the standards of Section 4.0 or 5.0 of this Ordinance for new structures depending upon whether the structure is in the Floodway or Flood Fringe District, respectively.
- 11.14 If any nonconforming use is discontinued for 12 consecutive months, any future use of the building premises shall conform to this Ordinance. The Assessor shall notify the Zoning Administrator in writing of instances of nonconforming uses that have been discontinued for a period of 12 months.
- 11.15 If any nonconforming use or structure is substantially damaged, as defined in Section 2.830 of this Ordinance, it shall not be reconstructed except in conformity with the provisions of this Ordinance. The applicable provisions for establishing new uses or new structures in Sections 4.0, 5.0 or 6.0 will apply depending upon whether the use or structure is in the Floodway, Flood Fringe or General Flood Plain District, respectively.
- 11.16 If a substantial improvement occurs, as defined in Section 2.831 of this Ordinance, from any combination of a building addition to the outside dimensions of the existing building or a rehabilitation, reconstruction, alteration, or other improvement to the inside dimensions of an existing nonconforming building, then the building addition and the existing nonconforming building must meet the requirements of Section 4.0 or 5.0 of this Ordinance for new structures, depending upon whether the structure is in the Floodway or Flood Fringe District, respectively.

SECTION 12.0 PENALTIES FOR VIOLATION

12.1 Violation of the provisions of this Ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or conditional uses) shall constitute a misdemeanor and shall be punishable as defined by law.

12.2 Nothing herein contained shall prevent Milaca, Minnesota from taking such other lawful action as is necessary to prevent or remedy any violation. Such actions may include but are not limited to:

12.21 In responding to a suspected Ordinance violation, the Zoning Administrator and Local Government may utilize the full array of enforcement actions available to it including but not limited to prosecution and fines, injunctions, after-the-fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance availability to the guilty party. The Community must act in good faith to enforce these official controls and to correct Ordinance violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

12.22 When an Ordinance violation is either discovered by or brought to the attention of the Zoning Administrator, the Zoning Administrator shall immediately investigate the situation and document the nature and extent of the violation of the official control. As soon as is reasonably possible, this information will be submitted to the appropriate Department of Natural Resources' and Federal

Emergency Management Agency Regional Office along with the Community's plan of action to correct the violation to the degree possible.

12.23 The Zoning Administrator shall notify the suspected party of the requirements of this Ordinance and all other official controls and the nature and extent of the suspected violation of these controls. If the structure and/or use is under construction or development, the Zoning Administrator may order the construction or development immediately halted until a proper permit or approval is granted by the Community. If the construction or development is already completed, then the Zoning Administrator may either: (1) issue an order identifying the corrective actions that must be made within a specified time period to bring the use or structure into compliance with the official controls; or (2) notify the responsible party to apply for an after-the-fact permit/development approval within a specified period of time not to exceed 30-days.

12.24 If the responsible party does not appropriately respond to the Zoning Administrator within the specified period of time, each additional day that lapses shall constitute an additional violation of this Ordinance and shall be prosecuted accordingly. The Zoning Administrator shall also upon the lapse of the specified response period notify the landowner to restore the land to the condition which existed prior to the violation of this Ordinance.

SECTION 13.0 AMENDMENTS

The flood plain designation on the Official Zoning Map shall not be removed from flood plain areas unless it can be shown that the designation is in error or that the area has been filled to or above the elevation of the regulatory flood protection elevation and is contiguous to lands outside the flood plain. Special exceptions to this rule may be permitted by the Commissioner of Natural Resources if he determines that, through other measures, lands are adequately protected for the intended use.

All amendments to this Ordinance, including amendments to the Official Zoning Map, must be submitted to and approved by the Commissioner of Natural Resources prior to adoption. Changes in the Official Zoning Map must meet the Federal Emergency Management Agency's (FEMA) Technical Conditions and Criteria and must receive prior FEMA approval before adoption. The Commissioner of Natural Resources must be given 10-days written notice of all hearings to consider an amendment to this Ordinance and said notice shall include a draft of the Ordinance amendment or technical study under consideration.

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and approval and publication, as required by law and/or charter.

Adopted this 17th day of January, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

CITY OF MILACA
ORDINANCE NO. 397
Flood Plain Management Ordinance
Three Districts - One-Map Format

This is a summary of the Ordinance passed on January 17, 2013. The full text of the ordinance is available for inspection during regular city hall hours, or at the city's website, www.cityofmilaca.org, under Ordinances.

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Adopted this 17th day of January, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

MILACA ECONOMIC DEVELOPMENT COMMISSION MINUTES
DECEMBER 21, 2012 MEETING

The meeting of the Milaca Economic Development Commission was called to order at 7:35 by Chairman Joe Cronin. The following commission members were present: Steve Kosbab, Jeff Brown, Ken Muller, Joe Walsh, and Greg Lerud.

The secretary's report from the November 16 meeting was approved as read.

After reading the minutes, Lerud said he would contact the county administrator to see if the economic development coordinator position was included in the 2013 budget, and then the commission can work with the county in any way that would help them move quickly to fill the position.

Muller said he attended the meeting held at the county to kick off the broad band initiative that is funded through a grant from the Blandin Foundation. He said a steering committee will be formed, and some of the ideas include establishing hot spots in rural areas, and other projects that could be done with the help of area economic development groups. He said he would keep the commission informed.

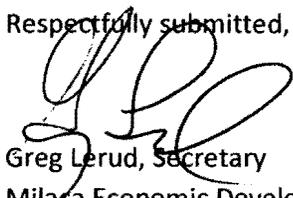
Walsh said that Kanabec County recently completed a feasibility study of expanding broadband in Kanabec County. He said he would forward the report to Cronin who could distribute it to the group. He said that broadband access is a critical issue because outside the cities connectivity is limited. He said during his campaign he was surprised to learn how many people do not have access to the Internet at their homes. Cronin said with the school moving to Ipads, that access is going to be critical.

The 2013 goals were discussed. Changes included, removing number four under the work plan goals, and number six under the work plan activities, modifying the language in number eight, and adding the broadband, county economic coordinator, and comprehensive plan to the 2013 goals. After a discussion, Lerud said he would make the changes and bring them back to the January meeting.

Muller talked about the planned driving range near the golf course and its impact.

With no other business the meeting adjourned at 8:30 a.m.

Respectfully submitted,



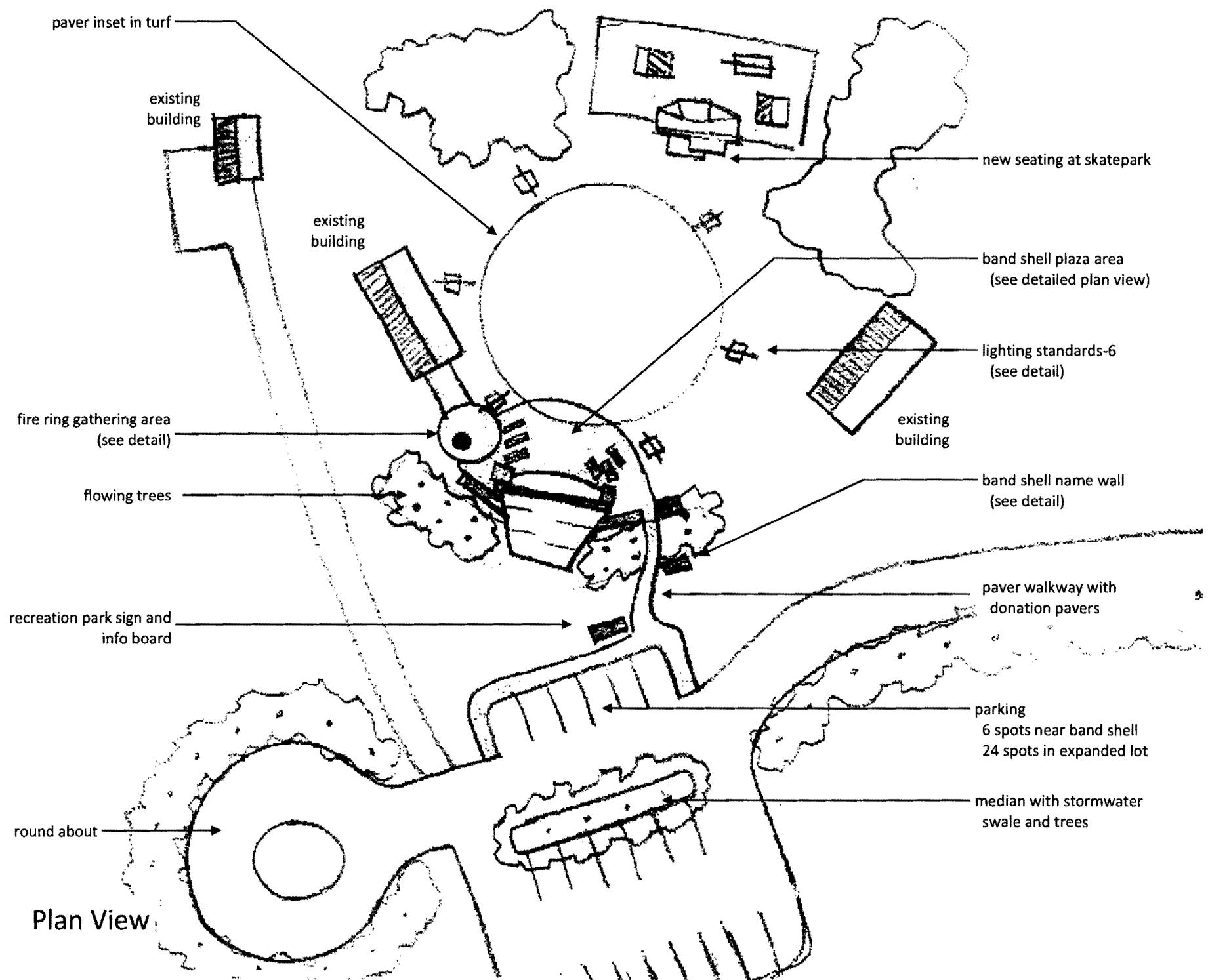
Greg Lerud, Secretary

Milaca Economic Development Commission

The following items are included in this initial package:

1. Milaca Band shell presentation board draft layout
 - a. At the center of the presentation board is a plan view of the band shell area with associated text under
 - b. Along the left side are four detailed images of the
 - i. Band shell plaza
 - ii. The fire ring area
 - iii. Lighting elements
 - iv. Entrance from the parking area
 1. Paver walk
 2. Recreation park sign and band shell sign wall
 3. Trees
 - c. In the upper right hand corner 4 or more supporting photographs will be included to illustrate the concepts being presented with supporting text
 - d. In the lower right hand corner, 2 perspective/section drawings will be included to illustrate how the band shell area will look as well as the fire ring area...or other per your suggestions
2. Large plan view (1-labeled and 1-unlabeled)
 - a. This plan shows the overall relationship of all the elements in a rough sketch
3. Small plan view (1-labeled and 1-unlabeled)
 - a. This plan provides a bit more detail on the elements proposed for the band shell area including:
 - i. Main hard surface plaza
 - ii. Benches located to each side of the stage, these would be bolted in and removable/movable for special events
 - iii. General seating area/dance floor for concerts etc
 - iv. Boulder seating elements-large boulders could be set into the paved surface to act as whimsical seating elements for kids or adults and would tie the stone face of the band shell to the plaza (these are indicated by the circles next to the benches)
 - v. The fire ring area which would be a great setting for winter events, smaller events, or for an additional element to gather around during large events
 - vi. Location of the flowering trees that would form a screen on both sides of the band shell and enclose the space a bit
 - vii. Placement of lighting (see lighting detail)
 - viii. The relation of the other existing buildings and valuable connections that exist for their redevelopment and use for events
 - ix. Also included on the large scale drawing is additional seating at the skate park that would be built as part of a new skating structure so people using that area can also enjoy events happening at the band shell

4. Also included are detailed drawings for park lighting, side walls, and fire ring area. A few more of the ideas could use better illustration so let me know if you would like to see a quick sketch of any of the other ideas...I will likely send a couple more over the weekend to expand upon these ideas further.
5. Let me know your thoughts and what needs to be better highlighted.



paver inset in turf

existing building

existing building

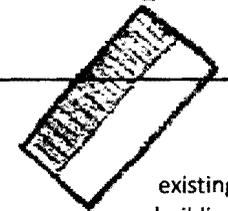
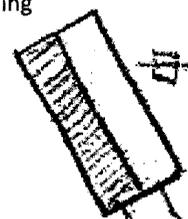
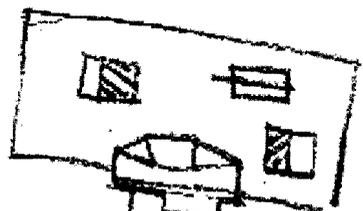
fire ring gathering area
(see detail)

flowing trees

recreation park sign and
info board

round about

Plan View



new seating at skatepark

band shell plaza area
(see detailed plan view)

lighting standards-6
(see detail)

existing building

band shell name wall
(see detail)

paver walkway with
donation pavers

parking
6 spots near band shell
24 spots in expanded lot

median with stormwater
swale and trees

TELECOMMUNICATIONS SITE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2013 ("**Effective Date**"), by and between City of Milaca, a Minnesota municipal corporation, having a mailing address of 535 – 1st Street East, Milaca, MN 56353 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

RECITALS

WHEREAS, Landlord owns the real property commonly known as The Water Tower Site and legally described on Exhibit A attached hereto (the "**Property**");

WHEREAS, Tenant desires to lease a portion of the Property for the purpose of installing and operating certain telecommunications equipment;

WHEREAS, Landlord is willing to grant Tenant such a lease for such purposes pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Grant of Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of the Property described as follows and depicted on Exhibit B attached hereto (the "**Premises**");

2. Use of Premises. The Premises may be used for the purpose of installing, removing, replacing, maintaining and operating, at Tenant's expense, the communications equipment described on Exhibit C attached hereto (the "**Equipment**") on the licensed transmission and reception frequencies described on Exhibit C attached hereto and for no other purposes.

3. No Warranties. Tenant acknowledges that it has made an independent investigation of the condition of the Premises and accepts the Premises in an "AS IS, WHERE IS, AND WITH ALL FAULTS" condition, and no warranties or representations are being made by Landlord regarding the Premises, including any warranties or representations regarding the physical condition of the Property or the Premises or the suitability of the Premises for Tenant's purposes, except as provided in Section 17.

Copies of any reports or assessments, including without limitation environmental reports, obtained by Tenant in connection with its investigation of the Premises shall be delivered to Landlord.

4. Term. This Agreement shall commence on the Effective Date and shall continue for a period of sixty (60) months unless earlier terminated pursuant to the terms and conditions of this Agreement ("**Initial Term**"). Upon the expiration of the Initial Term this Agreement shall be renewed for sixty (60) additional months ("**Renewal Term**"). Unless either party shall notify the other party in writing not less than sixty (60) days prior to the expiration of any Renewal Term of such party's intention not to renew this Agreement, this Agreement shall continue for one or more additional Renewal Terms, provided that the Rent shall be renegotiated. Except as specifically provided otherwise, any reference in this Agreement to the "term" of this Agreement shall include the Initial Term and any Renewal Term.

5. Termination Rights.

(a) Tenant shall have the right to terminate this Agreement at any time upon sixty (60) days written notice to Landlord in the event that (i) Tenant is unable to obtain any certificate, license, permit, authority or approval from any governmental authority necessary for installing and operating the Equipment and/or using the Premises in the manner anticipated by Tenant at the time this Agreement was executed, (ii) any such certificate, license, permit, authority or approval previously issued or given is canceled, expires, lapses or is otherwise withdrawn or terminated by such governmental authority, or (iii) Tenant, for any other reason, in its reasonable discretion, determines that it will be unable to use the Premises for its intended purposes.

(b) If Landlord desires to redevelop, demolish, modify, remodel, or alter the improvements on the Property or the Property itself (collectively, "Redevelopment"), and any such proposed Redevelopment necessitates, in Landlord's reasonable judgment, relocation or material alteration of the Premises or the Equipment, then Tenant shall relocate or make necessary alterations to the Premises or the Equipment, at Landlord's cost and expense, in a manner reasonably acceptable to Landlord and Tenant. Landlord shall provide Tenant with no less than sixty (60) days prior written notice of any proposed Redevelopment. If Redevelopment results in Tenant's temporary inability to use the Equipment, then Landlord shall allow Tenant to place portable equipment on the Property, in a location reasonably acceptable to Landlord, during the period of such interruption. If the Landlord and Tenant are unable to agree on the location or manner of relocation of the Equipment, or if such relocation or alteration results in Tenant's inability to use the Premises, the Equipment, or temporary equipment for more than ten (10) days, then Tenant shall have the option to terminate this Agreement effective upon ten (10) days' prior written notice to Landlord.

(c) If Tenant elects to terminate this Agreement under this Section, Tenant shall pay to owner a termination fee equal to _____

(\$_____) ("Termination Fee"). Any termination by Tenant under this Section shall not be deemed effective until Landlord has received the Termination Fee.

6. Rent.

(a) Commencing in the month in which the Effective Date falls, and continuing through the Initial Term, Tenant will pay Landlord on or before the fifth (5th) day of such month and each calendar month thereafter, in advance, One Thousand five hundred and No/100 Dollars (\$1,500.00) ("**Rent**"), at the address set forth above. Commencing with the first month of the Renewal Term and continuing through the Renewal Term, Tenant will pay Landlord on or before the fifth (5th) day of such month and each calendar month thereafter, in advance, Two Thousand and No/100 Dollars (\$2,000.00) ("**Rent**"), at the address set forth above. The Rent shall not be prorated for partial months. Tenant shall pay the annual rent required by this Section to Landlord, without the necessity for demand, and without offset at such place as Landlord may from time to time designate in writing.

(b) Any charge, fee, or expense that is Tenant's responsibility under this Agreement other than Rent shall be deemed to be additional rent and shall be paid to Landlord within thirty (30) days of Landlord's mailing by U. S, Mail, a request for payment to Tenant, unless otherwise specified in this Agreement.

7. Installation and Maintenance of Equipment.

(a) Prior to the installation of Tenant's Equipment, or any alteration, replacement or removal of the Equipment, Tenant will furnish Landlord with detailed plans and specifications of the work to be done, which shall be subject to the written approval of Landlord, which shall not be unreasonably withheld. Landlord reserves the right to deny its consent to any alteration or replacement of the Equipment that will materially increase the size or visual effect of the Equipment. Within thirty (30) days after receiving Tenant's plans and specifications, Landlord agrees to provide written notice to Tenant that the plans and specifications are approved or rejected, specifying the cause of any rejection.. The plans and specifications approved by Landlord shall be attached hereto as Exhibit D and shall be incorporated herein. Tenant shall not proceed with such work on the Premises unless it receives written approval from Landlord.

(b) Prior to the installation of Tenant's Equipment, Landlord shall give to Tenant a scope of work in writing describing Landlord's requirements with respect to repair and restoration of the Premises in connection with such installation (the "SOW"). The SOW shall be agreed to, accepted and signed by both Landlord and Tenant, and shall be attached to this Agreement as Exhibit E. Following installation of Tenant's Equipment, Tenant shall complete such SOW to Landlord's satisfaction before commencing transmission from the Premises.

(c) Tenant shall construct and install all improvements at its sole cost, in a good and workmanlike manner, in strict conformity with the plans and specifications approved by Landlord for such work, the SOW and in accordance with all applicable Laws. For purposes of this Agreement the term "Laws" means all laws, ordinances or requirements of any public authority whether federal, state or local, including without limitation the United States Department of Transportation, the Federal Communication Commission and the Federal Aviation Administration.

(d) Tenant shall be responsible for maintaining any Equipment installed on the Premises in a lawful manner and in proper operating and safe condition, as determined by Landlord, in its sole discretion. All costs associated with maintaining and repairing such improvements shall be paid by Tenant. If Tenant fails to maintain any improvements in accordance with this Subsection, Landlord may conduct any maintenance determined necessary by Landlord on Tenant's behalf without providing notice to Tenant. Any costs incurred by Landlord in connection with maintenance conducted pursuant to this Subsection shall be reimbursed by Tenant within thirty (30) days of Landlord's mailing by U. S, Mail, a request for payment to Tenant, unless otherwise specified in this Agreement.

8. Collocation. Tenant agrees that it has no exclusive rights to operate communications equipment on the Property and that Landlord has the right to enter into leases, licenses, easements or other agreements ("Third Party Agreements") with any third party (a "Third Party") for the installation and operation of communications equipment that are not in conflict with the rights granted to Tenant under this Agreement. Tenant further agrees that Landlord and Landlord's other tenants have installed, and shall continue to have the right to install after the date of this Agreement, the standard maintenance equipment, mechanical equipment, office equipment, computer equipment, telecommunication systems and other similar equipment, devices and systems used in connection with the primary business operated on the Property from time to time ("Standard Equipment Systems").

9. Interference.

(a) Tenant shall not permit any of its Equipment to cause physical, electronic or other interference with any communications equipment properly installed and operated by a Third Party in accordance with a Third Party Agreement or any Standard Equipment Systems installed and operated by Landlord or any of Landlord's other Tenants. Tenant agrees that no Equipment shall be installed on the Premises unless Tenant shall have delivered or arranged for delivery to Landlord of a radio frequency interference study performed by Tenant or a licensed, qualified engineer acceptable to Landlord showing that such Equipment will not interfere with any Third Party communications equipment or any of Landlord's or Landlord's other tenant's Standard Equipment Systems.

(b) Landlord agrees that it will not enter into any Third Party Agreement after the date of this Agreement unless Landlord obtains from such Third Party a radio frequency interference study performed by a licensed, qualified engineer which study indicates that the installation and operation of the Third Party's communications equipment will not interfere with Tenant's Equipment. Landlord shall have no obligation to deliver radio frequency interference studies to Tenant in connection with Landlord's or Landlord's other tenant's Standard Equipment Systems. Tenant agrees that in no event shall Standard Equipment Systems be deemed to interfere with Tenant's use of the Premises.

(c) Tenant agrees to reasonably co-operate with Third Parties exercising their rights under a Third Party Agreement in order to allow Tenant and such Third Parties to transmit and receive signals without interference. Landlord agrees to use commercially reasonable efforts to disclose information and to cooperate with Tenant to prevent or eliminate any interference with respect to any Third Party's communications equipment installed in accordance with a Third Party Agreement. Landlord agrees to use commercially reasonable efforts to include language regarding interference that is substantially the same as the language contained in this Section in any Third Party Agreement which is effective after the date of this Agreement.

10. Compliance with Laws. Tenant shall, at its sole expense, comply with all applicable Laws, and shall secure and maintain any and all approvals, permits or licenses that may be required by reason of or growing out of Tenant's activities at the Premises, including the installation; ownership, existence or use of the Equipment installed on the Premises. Landlord agrees to cooperate with Tenant in obtaining those permits required by Tenant that require Landlord's consent or signature as owner of the Property.

11. Utilities. Landlord hereby grants to Tenant a non-exclusive easement for the term of this Agreement to access utilities from the nearest suitable demarcation point that meets Tenant's requirements. Tenant shall pay the cost of all utility service necessary for its Equipment. Tenant shall install a separate meter for Tenant's utility use at a location approved in writing by Landlord. If installation of a separate meter is not practicable, the parties shall prorate utility charges based on approximate actual use within thirty (30) days of receipt by Landlord of any invoice from an applicable utility company. Tenant shall obtain and pay the cost of telephone connections directly from the appropriate provider.

12. Taxes and Assessments. Tenant shall pay a _____ (____) share of any assessments for public improvements that may be levied by any municipal, or other public authority upon or against the Property. A statement for any such assessments may be submitted to Tenant for payment by Tenant, or Landlord may pay such amounts on Tenant's behalf. Tenant shall reimburse Landlord within thirty (30) days after Tenant receives a statement from Landlord.

13. Liens. Tenant shall not suffer any contractor, subcontractor, material supplier, or other person or entity to file, assert, or maintain any lien (including without limitation, the liens commonly known as mechanics and materialmens liens) against any property of Landlord for materials delivered for use with respect to, or labor performed in connection with Tenant's activities. Tenant shall within sixty (60) days satisfy, bond or otherwise discharge any such lien filed, asserted, or maintained against any property of Landlord. Tenant shall give notice of the provisions of this Section to each contractor, subcontractor, or material supplier before any labor or material is so furnished.

14. Access.

(a) Tenant shall access the Premises only in accordance with the terms and conditions of this Agreement and in accordance with the written procedures, rules and regulations that have been submitted to Tenant by Landlord. Except in situations where Tenant is required to be accompanied by a Landlord representative, Landlord agrees that Tenant shall have reasonably uninterrupted access to the Premises for purposes of conducting Tenant's activities at the Premises.

(b) Landlord, and its officers, employees, agents, licensees or invitees, shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week in order to conduct such activities at the Premises as Landlord determines necessary or appropriate, in the exercise of Landlord's sole discretion. Landlord agrees not to enter any portion of the Premises that has been enclosed by a fence or shelter unaccompanied by Tenant except in the case of any emergency, an unlawful condition, or a safety risk. Tenant shall deliver to Landlord any means necessary for access to portions of the Premises that have been enclosed by a fence or shelter and shall arrange to have any escort required by this Section available to Landlord within twenty-four (24) hours after Landlord makes a request.

15. Indemnity. Tenant hereby indemnifies, protects and holds harmless each Landlord Indemnified Party (as hereafter defined) from any and all Claims (as hereafter defined) for personal or bodily injury, wrongful death or damage to property, or any other damages whatsoever, arising on or about the Premises or arising out of the operation or implementation of this Agreement, except only to the extent caused by the negligent act or intentional misconduct of Landlord. For purposes of this Agreement, the term "Landlord Indemnified Party" means Landlord and its council, officers, employees, agents, contractors, affiliates, successors and assigns, and the term "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, obligations, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims).

16. Insurance.

(a) Tenant shall maintain comprehensive general liability insurance providing coverage on an "occurrence" rather than on a "claims made" basis, with a total combined policy limit in amounts described in the limits on Municipal liability established in Chapter 466 of Minnesota Statutes applicable to any one city, for bodily injury, death and property damage, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Cross Liability, and Contractual Liability. Tenant shall also maintain standard form "All Risk" property insurance equal to the full insurable value of Tenant's improvements and personal property on the Property. Policies for the liability and property insurance coverage contemplated by this Section shall be in a form and with an insurer reasonably acceptable to Landlord, shall name Landlord as additional insured, and shall require at least sixty (60) days prior written notice to Landlord of termination or material alteration. Tenant shall furnish Landlord with a certificate of insurance evidencing all of the insurance coverage required under this Section.

(b) Landlord shall obtain and keep in full force and effect, at its sole cost and expense, a policy of comprehensive public liability insurance with respect to the Property, written on an "occurrence basis" rather than a "claims made basis", in such amount as Landlord deems prudent, in its sole discretion. Landlord, at its sole cost and expense, shall keep in full force and effect an "all risk" property insurance policy on the Property in an amount at least equal to the full insurable value of the Property.

(c) Landlord and Tenant hereby release one another and their respective partners, 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 policy of insurance required by this Section, 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.

17. Hazardous Substances.

(a) Landlord represents and warrants that to the best of Landlord's knowledge the Property is in compliance with all applicable Environmental Laws.

(b) Tenant agrees to comply with all Environmental Laws in its activities on the Property. Tenant shall not, without prior written disclosure to and approval by Landlord, use or authorize the use of any Hazardous Substance on the Property. Landlord shall not unreasonably withhold approval for Tenant's use of Hazardous Substances at the Premises in the ordinary course of business in compliance with applicable laws. Tenant shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall use at the Premises.

(c) Tenant hereby agrees to indemnify, protect and hold harmless each Landlord Indemnified Party from any and all Claims arising under any Environmental Law, including without limitation, Claims for personal or bodily injury, wrongful death or

damage to property, or any other damage whatsoever, on or about the Premises and arising out of the use or release of Hazardous Substances by the Tenant or the breach by the Tenant of any of its warranties, representations or covenants under this Section. Landlord hereby agrees to indemnify, protect and hold harmless each Tenant Indemnified Party from any and all Claims arising under any Environmental Law, including without limitation, Claims for personal or bodily injury, wrongful death or damage to property, or any other damage whatsoever, on or about the Premises and arising out of the use or release of Hazardous Substances by the Landlord or the breach by the Landlord of any of its warranties, representations or covenants under this Section. For purposes of this Agreement, the term "Tenant Indemnified Party" means Tenant and each of its respective directors, officers, employees, agents, affiliates, successors and assigns.

(d) For purposes of this Agreement "Environmental Law" means any federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment, now existing or hereafter enacted and "Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

18. Assignment; Sublease; Transfer.

(a) This Agreement may not be pledged, assigned or transferred by Tenant, and the Premises may not be sublet by Tenant, without the prior written approval of Landlord, which shall not be unreasonably withheld. Tenant agrees that an assignment or transfer shall be construed to mean not only voluntary action, but shall include assignment by operation of law, or in event of the bankruptcy, insolvency, voluntary or involuntary liquidation or winding up of the affairs of Tenant, or in event of any corporate reorganizations or arrangements under the bankruptcy or insolvency Laws of the United States or of any State involving the interest of Tenant hereunder. Tenant further agrees that an assignment or transfer shall be deemed to include changes in control of Tenant and/or Tenant's parent entity.

(b) Landlord may sell or otherwise dispose of the Premises, with sixty (60) days notice to Tenant, provided that the transferee has expressly agreed in favor of Landlord and Tenant to be bound by all the terms and conditions of this Agreement and has assumed all of Landlord's obligations hereunder except as may be restricted or prohibited by any applicable law in force at the time.

19. Default.

(a) Any of the following events shall constitute a Tenant event of default under this Agreement:

(i) Landlord does not receive any payment required pursuant to this Agreement within thirty (30) days after the date such payment was due.

(ii) Tenant fails to comply with any other obligation under this Agreement, which failure is not cured within sixty (60) days after Landlord delivers written notice by U. S. Mail to Tenant; provided that if such failure is of a nature requiring more than such period of time to cure and does not create a risk to Landlord's operations, then the failure by Tenant to commence curing such failure within such period and to diligently pursue such cure to completion shall constitute an event of default.

(iii) Tenant assigns this Agreement in violation of Section 17 of this Agreement or Tenant's interest under this Agreement is assigned by operation of law, or in event of the bankruptcy, insolvency, voluntary or involuntary liquidation or winding up of the affairs of Tenant, or in event of any corporate reorganizations or arrangements under the bankruptcy or insolvency Laws of the United States or of any State involving the interest of Tenant hereunder, or a receiver, custodian or trustee is appointed for Tenant or for any of the assets of Tenant, Tenant becomes insolvent or Tenant makes a transfer in fraud of creditors.

Upon the occurrence of such an event of default, Landlord may elect terminate this Agreement upon written notice to Tenant and Tenant shall pay to Landlord upon demand, in addition to all rent and additional rent due and payable to Landlord on the date of such termination, the present value of all of the rent payable to Landlord on the date of such termination for the unexpired balance of the term of this Agreement. The present value to be computed hereunder shall be determined on the basis of a per annum discount at the average prime rate reported in the Wall Street Journal as of the date of the termination of this Agreement. Any specific remedies in favor of Landlord provided herein shall not be exclusive, but shall be cumulative and shall be in addition to all other remedies in favor of Landlord existing at law or in equity.

(b) Landlord shall be deemed to have committed an event of default under this Agreement if it fails to comply with any of it's obligations under this Agreement, which failure is not cured by sixty (60) days after Tenant delivers written notice to Landlord; provided that if such failure is of a nature requiring more than such period of time to cure, then the failure by Landlord to commence curing such failure within such period and to diligently pursue such cure to completion shall constitute an event of default. Upon the occurrence of such an event of default, Tenant may exercise any remedies available at law or in equity.

20. Damage or Destruction. If the Property is destroyed or damaged such that Tenant's use of the Premises is materially and adversely impaired, in Tenant's reasonable judgment, Tenant may elect to terminate this Agreement as of the date of

the damage or destruction by providing written notice to Landlord no more than thirty (30) days following the date of such damage or destruction. If the Property is materially damaged or destroyed, Landlord shall have the right to terminate this Agreement upon written notice to Tenant, provided that Landlord shall give such notice within thirty (30) days of the date of such damage or destruction. If either party elects to terminate this Agreement pursuant to this Section, all rights and obligations of the parties that do not survive the termination of this Agreement shall cease as of the date of receipt of the required termination notice. In no event shall Landlord be obligated to repair any damage or destruction to the improvements located on the Property.

21. Condemnation. If a condemning authority takes all of the Property, or a portion which renders the Premises unsuitable for Tenant's use, then this Agreement shall terminate as of the date when possession is delivered to the condemning authority and the proceeds resulting therefrom shall belong to Landlord. Notwithstanding the foregoing, in the event that a condemning authority makes any separate award to Tenant under applicable law, then Tenant, as appropriate, shall only be entitled to receive such a separate award. Landlord agrees that Tenant may appeal to the condemning authority on Tenant's own behalf with respect to any separate award that Tenant may be entitled to receive under applicable law.

22. Title to Equipment. During the term of this Agreement, the Equipment located on the Premises shall be and remain the property of Tenant. Upon expiration or termination of this Agreement, Tenant shall remove the Equipment located at the Premises and restore the Premises to its original condition. If Tenant fails to remove the Equipment and restore the Premises as provided in the immediately preceding sentence within sixty (60) days after the expiration or termination of this Agreement, Landlord may complete such work at the expense of Tenant.

23. Subordination. This Agreement shall be subject and subordinate to the lien of any mortgage or other security device that may now exist or hereafter be placed upon the Premises and to all renewals, replacements and extensions thereof. In the event of execution by Landlord after the date of this Agreement of any such mortgage, renewal, replacement or extension, Tenant agrees to execute a subordination agreement and such other documents as may be required by the holder thereof. Any such agreement to be executed by Tenant shall include language providing that so long as Tenant is not in default under the terms of this Agreement, the Tenant's rights under this Agreement shall not be disturbed.

24. Limitation of Landlord's Liability. Landlord's liability for any claim by Tenant shall be limited to the sum total of all rents paid by Tenant to Landlord pursuant to this Agreement. In no event shall Landlord be liable to Tenant, or its successors and assigns, for consequential damages, punitive damages, attorneys fees or loss of profits.

25. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained in this Agreement. Any amendments to this Agreement must be in writing and executed by Landlord and Tenant.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, is not to be affected and each provision of this Agreement is valid and enforceable to the fullest extent permitted by law.

(c) No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by both parties. The rights granted in this Agreement are cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

(d) All notices, requests and demands given to or made upon any party hereto must be in writing and shall be deemed to have been given or made when personally delivered or three (3) days after any of the same are deposited in the U. S. mail, first class and postage prepaid, addressed to such address as any party may designate by written notice.

(e) At any time or from time to time upon written request, Tenant and Landlord will execute and deliver such further documents and do such other acts and things as may be reasonably requested in order to effect fully the purpose of this Agreement.

(f) Tenant and Landlord shall not disclose the terms of this Agreement except as required by law, court process, or for business purposes on a confidential basis.

(g) All representations, warranties and indemnities of Landlord and Tenant under this Agreement shall survive the termination or expiration of this Agreement.

(h) Time is of the essence of each and every provision of this Agreement.

(i) This Agreement will be binding on and inure to the benefit of the respective parties' successors and permitted assignees.

(j) The captions of this Agreement are inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provision.

(k) The parties hereto shall indemnify and hold each other harmless from any claims for any commission, fee or other payment by any broker or agent claiming to have represented either party with respect to this Agreement.

(l) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(m) This Agreement shall be governed by, and construed and enforced in accordance with the Laws of Minnesota.

(n) Either this Agreement or a memorandum of this Agreement may be placed of record by either party.

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

CITY OF MILACA, LANDLORD

_____ Dated: _____

Harold Pederson, Mayor, City of Milaca

_____ Dated: _____

Greg Lerud, City, Manager, City of Milaca

New Cingular Wireless PCS, LLC, TENANT

BY AT&T Mobility Corporation, Its Manager

_____ Dated: _____

Name: _____

Title: _____



MILACA POLICE DEPARTMENT
INCIDENT REPORT

| | | | | | |
|----------------------|--|------------------------------|--|------------------------------------|--|
| ICR# 12002721 | | AGENCY ORI# MN0480100 | | JUVENILE: Juvenile Involved | |
| INCIDENT | Reported: 11-29-2012 1349 Committed Start: 11-27-2012 Committed End: Title: CdtP Short Description: CDTP Summary: CDTP Location(s) REC PARK Address: Rec Park City: MILACA State: MN Zip: 56353 Country: USA | | | | |
| | OFFICERS Officer Assigned: Boser, Michael Badge No: 5304 Primary: No | | | | |
| NAMES | Involvement: Suspect Name: DXXX, DXXXXX JXXXXX DOB: XXXXXXXXXXXX Age: 17 Sex: M Race: Height: 508 Weight: 160 Address: XXXXX XXX XXX City: Onamia State: MN Zip: 56359 Country: ID Number(s) ID Type: Drivers License ID #: XXXXXXXXXXXXXXXX State: MN Year: Class: D | | | | |
| | Involvement: Reported By Name: Moyer, Gregory James DOB: XXXXXXXXXXXX Age: 53 Sex: M Race: W Height: 508 Weight: 185 Address: XXXXX XXXXX XX City: Milaca State: MN Zip: 56353 Country: Phone: XXXXXX XXXXXXXXXXXXXXXX Eye Color: BLU Hair Color: GRY ID Number(s) ID Type: Drivers License ID #: XXXXXXXXXXXXXXXX State: Year: Class: | | | | |

Supplemental Report

ICR: 12002721 **11-29-2012 1727**
Title: CDTP **Created By:** Michael Boser

DXXXXX DXXX (DOB XXXXXXXXXXXX)
 Greg Moyer (DOB XXXXXXXXXXXX)

Rec Park

Admission from Daniel of driving off road around the band shell in the grass after a snow fall.

On 11-29-2012 at approximatley 1349 hrs, Greg reported to the police department that an individual

who wanted to remain nameless, reported to him that Daniel had been driving off the road on the grass at the park in the area of the band shell.

I was able to make contact with Daniel and he admitted to driving off the road and making the tracks around the band shell after the recent snow fall.

Officer M Boser
MPD
5304