

MILACA CITY COUNCIL AGENDA
JUNE 13, 2013

6:30

Call meeting to order
Roll Call

Consent Agenda

Minutes of May 16 regular meeting
Bills for payment
City Treasurer's report

Citizens Forum

Public Hearing

Requests and Communications

Kevin Wilke, Centerpoint Energy – Public safety grant award

Ordinances and Resolutions

Ordinance No. 399 Background checks (2nd reading)
Ordinance No. 400 Cable Franchise agreements
Ordinance No. 401 Adopting code supplement
Ordinance No. 402 Adopting zoning change

Reports of Boards and Commissions

Planning commission
Airport commission
Parks commission
MCAT

Unfinished Business

New Business

Water and sewer access charges
800 MHz agreement with county

Council Comments

Adjourn

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

MILACA CITY COUNCIL MINUTES
MAY 16, 2013 MEETING

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

Staff present: Lerud and Toven

Others present: Carl Nordquist, Jim and Roxanne Gerads, Tom Sauer, Luther Dorr, and Rick Olseen.

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

1. Minutes of the April 18 regular meeting.
2. General bills, 813086E-813091E, #39370-39372, #39444-39449, #39453-39506, totaling \$84,021.61; Liquor bills, 913013E-913015E, #22526-22541, #22571-22585, totaling \$168,876.14.
3. RESOLUTION NO. 13 – 10 RESOLUTION ADOPTING WELL HEAD PROTECTION PLAN (entire text appears in Resolution book.)
4. Approve city treasurer's report.

All present voted in favor.

Acting Mayor Dillan invited anyone to speak during citizen's forum for an item not on the agenda. Roxanne and Jim Gerads said they are the trustees of a fund that Charlie and Karen Reineke established for the benefit of Reineke Park, as well as Rec Park. On behalf of the trust fund, she said that they would like to present a donation in the amount of \$25,000 from the Reineke Trust to help with the cost of the pedestrian walking bridge. Dillan accepted the check, and, on behalf of the city, thanked them for their generosity.

Tom Sauer, president of the historical society invited the council members to stop over to the museum to look at some of the issues regarding that building, and to keep the needs of that building in mind as the city starts preparing next year's budget.

Carl Nordquist, from Althoff and Nordquist, presented the city's 2012 audit and management letter. Nordquist said their opinion is unqualified.

Council member Johnson arrived at 6:40 p.m.

Dick Schieffer arrived at 6:45 p.m.

Nordquist said that there were two audit findings – lack of segregation of duties and that the audit firm assisted in the preparation of the financial statements. He said that these are common findings for a city this size, and he urged the council to continue to monitor the city's financial condition.

Motion by Bekius, second by Muller to hold the first reading of Ordinance No. 399

ORDINANCE NO. 399
ORDINANCE RELATING TO CRIMINAL HISTORY BACKGROUND FOR APPLICANTS FOR CITY
EMPLOYMENT AND CITY LICENSES

Lerud said this is a model ordinance that the MN Bureau of Criminal Apprehension requires the city to adopt in order to perform background investigations.

Upon voting, all present voted in favor.

Council member Muller offered Resolution No. 13 – 11 and moved for its adoption, second by Johnson

RESOLUTION NO. 13 – 11
RESOLUTION FINDING NUISANCE PROBLEM AND REQUESTING THE MN DEPARTMENT OF
NATURAL RESOURCES ASSISTANCE TO ABATE
(entire text appears in Resolution book)

Muller presented a memo and said that the airport commission met with members from the MN DNR Fish and Wildlife division, as well as members of the National Wild Turkey Federation to discuss safety concerns with turkeys on the runway. Muller said that there have been around 150 turkeys on the runway at different times, and they pose a significant hazard to pilots and aircraft. He said this is not an uncommon problem, and the DNR recommended a limited hunt where they would issue an out of season license to take ten turkeys, with the hope that the rest would move on. Muller said that the person who harvests the birds cannot be the person who keeps them so they could be donated to a food shelf or others on a list maintained by the local NWTF chapter.

There was a discussion about what steps the city council would need to take to approve the discharge of fire arms within city limits. Schieffer said that he thought the operative paragraph in the Resolution gave that permission, but he would review the ordinance and let the council know if further action was needed.

Upon voting, all present voted in favor.

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

Lerud said the minutes from the last two economic development commission meeting were included in the agenda packet.

Acting Mayor Dillan asked about the status of the bridge. Lerud said work on the bridge approaches should start early next week, and then the top soil work would be done north of the bridge. He said he and the engineer were debating whether or not to wait a year before paving the path. Lerud said leaving it gravel for a year would help with compaction because the approach is going to be very large.

Dillan said that the downtown group met and changed its name to Milaca Community Action Team (MCAT) that would focus on the health and vitality of the downtown area. Dillan presented a new mission statement. He said the flower pots would be going in next week, and they are still working on the flag project as well as the downtown lighting.

A proposed lease with AT & T for space on the water tower was presented. Schieffer said that the draft before the council tonight is the fourth revision. He said he spoke with their attorney the other day, and most of the issues have been resolved. He said the remaining issues are not going to happen, but their legal department insists on their inclusion in the lease. After a brief discussion a motion was made by Bekius, second by Johnson to approve the contract and plan contingent on the city attorney and city manager approving the final revisions, all present voted in favor.

Motion by Muller, second by Bekius to not waive statutory liability limits, and not purchase additional liability insurance, all present voted in favor.

Lerud said since the agenda came out there were three requests for street closures for event planned in the city. Lerud said those who have requested closures either have spoken with, or will notify affected property owners prior to the events. Motion by Muller, second by Johnson to approve the following street closures:

1. 100 block of 2nd Street SE for a concert at the library on the morning of June 4.
2. 100 block of 2nd Avenue SW from 4:00 to 5:00 for the kiddie parade on June 18, with the rain date as June 19.
3. 100 block of 8th Street NE from 5:30 to 9:00 for the fire department water ball contest.

All present voted in favor.

Acting Mayor Dillan called for council comments.

Council member Johnson said that there is a small grove of trees on the south side of the Milaca Junction sign that is blocking part of the sign, and asked if he could remove the trees in that area. Lerud said he received a call last year from one of the partners of the land company requesting that the trees be cut. The consensus of the council was to have Johnson proceed.

Council member Muller said the driving range was going to be open this Saturday.

Acting Mayor Dillan said the Rum River Community Foundation was mentioned in the latest issue of the Initiative Foundation's IQ magazine.

Rick Olseen introduced himself as the field service representative for Congressman Nolan and gave a background about himself. He said one of his responsibilities is to be a liaison to local governments in the Congressman's district.

With no other business a motion to adjourn was made by Muller, second by Bekius, all present voted in favor and the meeting adjourned at 7:20 p.m.

Acting Mayor Dave Dillan

ATTEST

Greg Lerud, City Manager

***Check Detail Register©**

MAY 2013

		Check Amt	Invoice	Comment
10100 General Bank				
Paid Chk#	813109E	5/21/2013	CENTERPOINT ENERGY	
E 208-49010-381	Utilities	\$181.72	5813915	NATURAL GAS-SR CENTER
E 101-45600-381	Utilities	\$155.79	5817670	NATURAL GAS-HISTORICAL SOCIETY
E 101-43000-381	Utilities	\$1,039.98	5826633	NATURAL GAS-PW
E 101-41940-381	Utilities	\$142.27	5831068	NATURAL GAS-CITY HALL
E 101-42280-381	Utilities	\$169.61	6122593	NATURAL GAS-FIRE
E 602-49400-381	Utilities	\$237.42	6672186	NATURAL GAS-WATER TRMT
E 101-45500-381	Utilities	\$374.00	7142283	NATURAL GAS-LIBRARY
Total CENTERPOINT ENERGY		\$2,300.79		
Paid Chk#	813110E	5/7/2013	EAST CENTRAL ENERGY	
E 603-49450-381	Utilities	\$40.00	201875902	ELECTRIC
E 603-49450-381	Utilities	\$76.98	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	\$1,282.82	206041500	ELECTRIC
E 101-45500-381	Utilities	\$632.68	206085200	ELECTRIC
E 602-49400-381	Utilities	\$467.85	206734200	ELECTRIC
E 101-45200-381	Utilities	\$32.06	5379600	ELECTRIC
E 101-49810-381	Utilities	\$180.16	5448100	ELECTRIC
E 101-42110-437	Other Miscellaneous	\$63.92	6302100	ELECTRIC
E 603-49450-381	Utilities	\$83.24	6678100	ELECTRIC
E 101-42280-381	Utilities	\$598.20	6751501	ELECTRIC
E 101-42280-381	Utilities	\$751.85	7546001	ELECTRIC
E 101-41940-381	Utilities	\$893.47	8145502	ELECTRIC
E 101-49810-381	Utilities	\$66.51	830700	ELECTRIC
E 101-49810-381	Utilities	\$93.06	831000	ELECTRIC
E 101-43000-380	Street Lights	\$253.67	831300	ELECTRIC
E 101-43000-381	Utilities	\$694.05	831500	ELECTRIC
E 603-49450-381	Utilities	\$710.72	832000	ELECTRIC
E 602-49400-381	Utilities	\$231.10	832100	ELECTRIC
E 101-45600-381	Utilities	\$148.65	832400	ELECTRIC
E 603-49450-381	Utilities	\$84.32	832500	ELECTRIC
E 603-49450-381	Utilities	\$120.59	832600	ELECTRIC
E 602-49400-381	Utilities	\$338.32	833100	ELECTRIC
E 602-49400-381	Utilities	\$139.14	833300	ELECTRIC
E 101-45200-381	Utilities	\$32.06	833400	ELECTRIC
E 101-45200-381	Utilities	\$48.69	833600	ELECTRIC
E 208-49010-381	Utilities	\$203.06	9084202	ELECTRIC
E 602-49400-381	Utilities	\$345.84	970110800	ELECTRIC
E 101-42110-437	Other Miscellaneous	\$33.84	97017300	ELECTRIC
Total EAST CENTRAL ENERGY		\$11,757.54		
Paid Chk#	813111E	5/15/2013	MILACA LOCAL LINK	
E 619-49900-321	Telephone	\$93.84	320-982-1099	PHONE SERVICE-DEP REG
E 101-45500-321	Telephone	\$44.24	320-982-1549	ALARM LINE - LIBRARY
E 101-42280-321	Telephone	\$88.38	320-982-3465	PHONE SERVICE-FIRE
Total MILACA LOCAL LINK		\$226.46		
Paid Chk#	813112E	5/31/2013	INCONTACT INC	
E 101-42280-321	Telephone	\$10.11	4020342	LONG DISTANCE SERVICE-FIRE
E 101-41940-321	Telephone	\$32.35	4020370	LONG DISTANCE SERVICE-CITY HALL
E 101-43000-321	Telephone	\$8.72	4020375	LONG DISTANCE SERVICE-PW
E 101-42110-321	Telephone	\$37.42	4021370	LONG DISTANCE SERVICE-PD
E 619-49900-321	Telephone	\$4.38	4021396	LONG DISTANCE SERVICE-DEP REG
E 602-49400-321	Telephone	\$1.42	4021432	LONG DISTANCE SERVICE-WATER

***Check Detail Register©**

MAY 2013

	Check Amt	Invoice	Comment
E 101-45200-321 Telephone	\$11.36	4580547	LONG DISTANCE SERVICE-PARKS
Total INCONTACT INC	\$105.76		
<hr/>			
Paid Chk# 813113E 5/7/2013	ENDICIA ACCOUNTING		
E 101-41940-322 Postage	\$200.00		POSTAGE FOR METER
E 607-42400-322 Postage	\$100.00		POSTAGE FOR METER
E 619-49900-322 Postage	\$200.00		POSTAGE FOR METER
Total ENDICIA ACCOUNTING	\$500.00		
<hr/>			
Paid Chk# 813114E 5/3/2013	UNION SECURITY INSURANCE CO.		
G 101-21707 Disability	\$379.79	4022335-0-1	LTD-MAY 2013
Total UNION SECURITY INSURANCE CO.	\$379.79		
10100 General Bank	\$15,270.34		

Fund Summary

10100 General Bank	
101 GENERAL FUND	\$10,327.58
208 CHARITABLE GAMBLING FUND	\$384.78
602 WATER FUND	\$3,043.91
603 SEWER FUND	\$1,115.85
607 BLDG INSPECTION FUND	\$100.00
619 DEPUTY REGISTRAR FUND	\$298.22
	<hr/>
	\$15,270.34

***Check Detail Register©**

JUNE 2013

			Check Amt	Invoice	Comment
10100 General Bank					
Paid Chk#	039519	6/13/2013	ALL STAR TROPHY & AWARDS, INC.		
E 101-42280-201	Accessories (paper, pens, etc)		\$21.48	37474	PLAQUE
Total ALL STAR TROPHY & AWARDS, INC.			\$21.48		
Paid Chk#	039520	6/13/2013	AMAZON		
E 101-42110-240	Small Tools and Minor Equip		\$52.96	108602849012	RUBBER GUN
E 101-42110-240	Small Tools and Minor Equip		\$83.17	108721081626	RUBBER GUNS
Total AMAZON			\$136.13		
Paid Chk#	039521	6/13/2013	AMERIPRIDE		
E 101-45500-310	Other Professional Services		\$27.91	2200375840	RUGS-LIBRARY
E 101-41940-310	Other Professional Services		\$9.20	2200375843	RUGS-CITY HALL
E 619-49900-310	Other Professional Services		\$19.55	2200375843	RUGS-DEP REG
E 101-45500-310	Other Professional Services		\$27.91	2200381013	RUGS-LIBRARY
E 619-49900-310	Other Professional Services		\$19.55	2200381016	RUGS-DEP REG
E 101-41940-310	Other Professional Services		\$9.20	2200381016	RUGS-CITY HALL
E 101-45500-310	Other Professional Services		\$27.91	2200385886	RUGS-LIBRARY
E 101-41940-310	Other Professional Services		\$9.20	2200385887	RUGS-CITY HALL
E 619-49900-310	Other Professional Services		\$19.55	2200385887	RUGS-DEP REG
Total AMERIPRIDE			\$169.98		
Paid Chk#	039522	6/13/2013	BEST OIL COMPANY		
E 101-49810-270	Fuel for Resale		\$7,873.40	162101	AIRPORT FUEL (1600 GALLONS)
Total BEST OIL COMPANY			\$7,873.40		
Paid Chk#	039523	6/13/2013	BILLINGS SERVICE		
E 101-45200-212	Auto Expense (Fuel/Repair)		\$282.90		GAS-PARKS
E 101-42280-212	Auto Expense (Fuel/Repair)		\$556.77		GAS-FIRE
E 101-49810-212	Auto Expense (Fuel/Repair)		\$167.50		GAS-AIRPORT
E 101-43000-212	Auto Expense (Fuel/Repair)		\$349.58		GAS-PW
E 101-42110-212	Auto Expense (Fuel/Repair)		\$19.00		TIRE REPAIR-POLICE
Total BILLINGS SERVICE			\$1,375.75		
Paid Chk#	039524	6/13/2013	BRIAN MATTHEW HAUER ENTERPRISE		
E 101-45500-310	Other Professional Services		\$9.86	3682	RECYCLING-LIGHT BULBS-LIBRARY
E 101-43000-310	Other Professional Services		\$84.93	3682	RECYCLING-LIGHT BULBS-PW
E 101-41940-310	Other Professional Services		\$9.54	3682	RECYCLING-LIGHT BULBS-CITY
E 602-49400-310	Other Professional Services		\$4.26	3682	RECYCLING-LIGHT BULBS-WATER
E 101-49810-310	Other Professional Services		\$2.80	3682	RECYCLING-LIGHT BULBS-AIRPORT
Total BRIAN MATTHEW HAUER ENTERPRISE			\$111.39		
Paid Chk#	039525	6/13/2013	BURKLUND, STEVEN		
E 101-43000-221	Equipment Parts/Repairs		\$218.94		REIMB-FLOW SWITCH CONTROL
Total BURKLUND, STEVEN			\$218.94		
Paid Chk#	039526	6/13/2013	COPY FAST		
E 101-45700-437	Other Miscellaneous		\$7.05	572	WEEKEND PASSES-REC FEST
Total COPY FAST			\$7.05		
Paid Chk#	039527	6/13/2013	CORNER MART		
E 101-42110-212	Auto Expense (Fuel/Repair)		\$1,769.48		GAS-POLICE
E 101-49810-212	Auto Expense (Fuel/Repair)		\$72.25		GAS-AIRPORT
E 700-50000-212	Auto Expense (Fuel/Repair)		\$156.00		GAS-JP
E 603-49450-212	Auto Expense (Fuel/Repair)		\$429.53		GAS-SEWER
E 101-45200-212	Auto Expense (Fuel/Repair)		\$390.40		GAS-PARKS
E 101-43000-212	Auto Expense (Fuel/Repair)		\$758.32		GAS-PW

***Check Detail Register©**

JUNE 2013

			Check Amt	Invoice	Comment
Total CORNER MART			\$3,575.98		
Paid Chk#	039528	6/13/2013	CUSTOM STITCH AND DESIGN		
E 101-42280-241	Reserve Purchase		\$1,308.00		JACKETS/HATS/SWEATSHIRTS W/LOGO
Total CUSTOM STITCH AND DESIGN			\$1,308.00		
Paid Chk#	039529	6/13/2013	DAVES EXCAVATING		
E 602-49400-217	Other Operating Supplies		\$260.00		BLACK DIRT-WATER
E 101-49810-217	Other Operating Supplies		\$200.00		BLACK DIRT-AIRPORT
Total DAVES EXCAVATING			\$460.00		
Paid Chk#	039530	6/13/2013	DIAMOND VOGEL PAINTS		
E 101-43000-403	Repairs/Maint Streets		\$788.29	101439396	STREET PAINT
Total DIAMOND VOGEL PAINTS			\$788.29		
Paid Chk#	039531	6/13/2013	DOVE FRETLAND & VAN VALKENBURG		
E 101-41610-304	Legal Fees		\$875.00	64462	CIVIL RETAINER-MAY 2013
E 101-41610-304	Legal Fees		\$3,144.30	64463	CRIMINAL RETAINER-MAY 2013
Total DOVE FRETLAND & VAN VALKENBURG			\$4,019.30		
Paid Chk#	039532	6/13/2013	E.C.M. PUBLISHERS, INC.		
E 101-41120-352	General Notices and Pub Info		\$36.80	115718	PUBLIC HEARING NOTICE
E 602-49400-343	Other Advertising		\$12.87	267228	PT WORKER AD
E 603-49450-343	Other Advertising		\$12.88	267228	PT WORKER AD
Total E.C.M. PUBLISHERS, INC.			\$62.55		
Paid Chk#	039533	6/13/2013	EARL F. ANDERSEN, INC.		
E 101-43000-217	Other Operating Supplies		\$741.09	101932	50 TRAFFIC CONES
Total EARL F. ANDERSEN, INC.			\$741.09		
Paid Chk#	039534	6/13/2013	FIRE EQUIPMENT SPECIALTIES INC		
E 101-42280-221	Equipment Parts/Repairs		\$589.81	7929	FIRE ENGINE BOOSTER HOSE
Total FIRE EQUIPMENT SPECIALTIES INC			\$589.81		
Paid Chk#	039535	6/13/2013	FIRE INSTRUCTION & RESCUE ED.		
E 101-42280-208	Training and Travel		\$450.00	250	RIT TRAILER/SELF HELP TRNG
Total FIRE INSTRUCTION & RESCUE ED.			\$450.00		
Paid Chk#	039536	6/13/2013	FRANKLIN OUTDOOR ADVERTISING		
E 101-45700-343	Other Advertising		\$800.00	RECFEST 201	ADVERTISING-REC FEST
Total FRANKLIN OUTDOOR ADVERTISING			\$800.00		
Paid Chk#	039537	6/13/2013	FRONTIER		
E 602-49400-321	Telephone		\$1.92	320-983-0121	PHONE SVC-WATER
E 101-49810-321	Telephone		\$50.02	320-983-2648	PHONE SVC-AIRPORT
E 101-41940-321	Telephone		\$192.25	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		\$43.98	320-983-3142	PHONE SVC-CITY HALL
E 619-49900-321	Telephone		\$92.44	320-983-3143	PHONE SVC-DEP REG
E 101-42280-321	Telephone		\$49.43	320-983-3465	PHONE SVC-FIRE
E 101-45200-321	Telephone		\$45.84	320-983-5729	PHONE SVC-PARKS
E 602-49400-321	Telephone		\$146.21	320-983-6134	PHONE SVC-WATER
E 101-42110-321	Telephone		\$96.81	320-983-6166	PHONE SVC-POLICE
E 101-43000-321	Telephone		\$103.96	320-983-6547	PHONE SVC-PW
Total FRONTIER			\$839.06		
Paid Chk#	039538	6/13/2013	GENERATOR POWER SYSTEMS		
E 602-49400-310	Other Professional Services		\$500.00	20465	GENERATOR MAINT-WATER
E 603-49450-310	Other Professional Services		\$500.00	20466	GENERATOR MAINT-SEWER

***Check Detail Register©**

JUNE 2013

			Check Amt	Invoice	Comment
E 101-41940-310	Other Professional Services		\$500.00	20467	GENERATOR MAINT-CITY HALL
E 603-49450-310	Other Professional Services		\$320.00	20468	GENERATOR MAINT-SEWER
E 101-42280-310	Other Professional Services		\$400.00	20469	GENERATOR MAINT-FIRE
Total GENERATOR POWER SYSTEMS			\$2,220.00		
Paid Chk# 039539 6/13/2013 GERADS, JESSE					
E 101-42280-221	Equipment Parts/Repairs		\$935.00		FIRE TRUCK MAINT/REPAIR
Total GERADS, JESSE			\$935.00		
Paid Chk# 039540 6/13/2013 GK CONSULTING LLC					
E 101-41940-309	EDP, Software and Design		\$800.00	319	JUNE NETWORK
E 101-41940-217	Other Operating Supplies		\$144.28	346	BATTERIES FOR BATTERY BACKUP
Total GK CONSULTING LLC			\$944.28		
Paid Chk# 039541 6/13/2013 GOPHER STATE ONE CALL					
E 602-49400-310	Other Professional Services		\$88.20	72722	MAY LOCATES
Total GOPHER STATE ONE CALL			\$88.20		
Paid Chk# 039542 6/13/2013 HALBERG, JOSHUA					
E 101-42110-240	Small Tools and Minor Equip		\$32.05		REIMB-SQUAD POWER SUPPLY
Total HALBERG, JOSHUA			\$32.05		
Paid Chk# 039543 6/13/2013 HARDY AUTO PARTS					
E 101-42110-221	Equipment Parts/Repairs		\$10.37	101325	BUG DEFLECTOR-POLICE
E 101-43000-221	Equipment Parts/Repairs		\$2.17	101963	PARTS-PW
Total HARDY AUTO PARTS			\$12.54		
Paid Chk# 039544 6/13/2013 HAWKINS, INC.					
E 602-49400-216	Chemicals and Chem Products		\$2,992.01	3469385	CHEMICALS
E 602-49400-216	Chemicals and Chem Products		\$471.65	3472531	CHEMICALS
Total HAWKINS, INC.			\$3,463.66		
Paid Chk# 039545 6/13/2013 HJORT EXCAVATING					
E 602-49400-310	Other Professional Services		\$2,828.13	2013.071	RPR WATER BRK-535 2ND AVE SW
Total HJORT EXCAVATING			\$2,828.13		
Paid Chk# 039546 6/13/2013 HOTSY EQUIPMENT OF MN					
E 101-43000-215	Shop Supplies		\$221.53	42768	SHOP SUPPLIES-PW
Total HOTSY EQUIPMENT OF MN			\$221.53		
Paid Chk# 039547 6/13/2013 HY-TECH AUTOMOTIVE					
E 101-42110-212	Auto Expense (Fuel/Repair)		\$71.61	15030	SQUAD 09-BATTERY
E 101-42110-212	Auto Expense (Fuel/Repair)		\$37.02	15082	SQUAD 09 MAINTENANCE
E 101-42110-212	Auto Expense (Fuel/Repair)		\$37.02	15092	SQUAD 11 MAINTENANCE
Total HY-TECH AUTOMOTIVE			\$145.65		
Paid Chk# 039548 6/13/2013 INITIATIVE FOUNDATION					
E 101-49200-450	Unallocated		\$2,750.00	3783	2013 CONTRIBUTION
Total INITIATIVE FOUNDATION			\$2,750.00		
Paid Chk# 039549 6/13/2013 JIMS MILLE LACS DISPOSAL					
E 101-45200-384	Refuse/Garbage Disposal		\$109.99	1745664	RUNNING IN THE RUFF-PORTA POTTIES
E 101-43000-310	Other Professional Services		\$700.00	1832413	STREET SWEEPING-MAY
E 101-42280-384	Refuse/Garbage Disposal		\$25.00	211948	GARBAGE-FIRE
E 101-43000-312	Compost		\$375.00	211948	COMPOST-APR/MAY
E 101-43000-384	Refuse/Garbage Disposal		\$74.68	211948	GARBAGE-CITY
E 101-45200-384	Refuse/Garbage Disposal		\$42.00	211948	GARBAGE-PARKS
Total JIMS MILLE LACS DISPOSAL			\$1,326.67		

***Check Detail Register©**

JUNE 2013

			Check Amt	Invoice	Comment
Paid Chk#	039550	6/13/2013	JOHN DEERE FINANCIAL		
E 101-43000-215	Shop Supplies		\$0.91	667058	SUPPLIES-PW
	Total JOHN DEERE FINANCIAL		\$0.91		
Paid Chk#	039551	6/13/2013	JOHNSON OIL CO.		
E 101-45200-221	Equipment Parts/Repairs		\$10.00	1403	TIRE REPAIR-PARKS
	Total JOHNSON OIL CO.		\$10.00		
Paid Chk#	039552	6/13/2013	K.E.E.P.R.S.		
E 101-42110-434	Uniforms		\$13.63	213044	UNIFORM-WALDAHL
E 101-42110-434	Uniforms		\$130.36	216660	UNIFORM-WALDAHL
E 101-42110-434	Uniforms		\$107.09	216660-01	UNIFORM-WALDAHL
E 101-42110-434	Uniforms		\$50.99	216660-02	UNIFORM-WALDAHL
E 101-42110-240	Small Tools and Minor Equip		\$174.59	216669	SQUAD LOCKOUT EQUIP
	Total K.E.E.P.R.S.		\$476.66		
Paid Chk#	039553	6/13/2013	KNIFE RIVER CORP. - NORTH CENT		
E 101-43000-403	Repairs/Maint Streets		\$208.53	292459	CLASS 5 AGGREGATE
	Total KNIFE RIVER CORP. - NORTH CENT		\$208.53		
Paid Chk#	039554	6/13/2013	KOCHS HARDWARE HANK		
E 207-49000-437	Other Miscellaneous		\$649.65		BIKE RODEO-BIKE/HELMETS
E 101-41940-217	Other Operating Supplies		\$80.66		PAINT SUPPLIES-CITY HALL
E 603-49450-217	Other Operating Supplies		\$42.67		SUPPLIES-SEWER
E 101-43000-215	Shop Supplies		\$73.19		SHOP SUPPLIES-PW
E 101-45200-434	Uniforms		\$169.97		BOOTS/WORK RUBBERS-PARKS
E 101-45200-437	Other Miscellaneous		\$69.90		GRAFFITI CLEANUP SUPPLIES-PARKS
E 101-45200-437	Other Miscellaneous		\$36.29		SUPPLIES-PARKS
E 602-49400-217	Other Operating Supplies		\$5.64		SUPPLIES-WATER
E 101-42110-437	Other Miscellaneous		\$7.47		SUPPLIES-POLICE
E 101-45200-215	Shop Supplies		\$540.72		SHOP SUPPLIES-PARKS
	Total KOCHS HARDWARE HANK		\$1,676.16		
Paid Chk#	039555	6/13/2013	LAKES & PINES CAC		
E 101-49200-450	Unallocated		\$750.00	1	GRANT WRITING FEE
	Total LAKES & PINES CAC		\$750.00		
Paid Chk#	039556	6/13/2013	LAKESIDE UPHOLSTERY		
E 101-43000-217	Other Operating Supplies		\$85.00	497	SUMMER BANNER REPAIR
	Total LAKESIDE UPHOLSTERY		\$85.00		
Paid Chk#	039557	6/13/2013	LEAGUE OF MN CITIES INSUR TRST		
E 700-50000-151	Worker s Comp Insurance Prem		\$12.00	25155	WORK COMP AUDIT
E 101-42120-151	Worker s Comp Insurance Prem		\$1,975.00	25239	13-14 WORK COMP
E 602-49400-151	Worker s Comp Insurance Prem		\$2,405.00	25239	13-14 WORK COMP
E 603-49450-151	Worker s Comp Insurance Prem		\$2,590.00	25239	13-14 WORK COMP
E 619-49900-151	Worker s Comp Insurance Prem		\$535.00	25239	13-14 WORK COMP
E 101-42280-151	Worker s Comp Insurance Prem		\$10,645.00	25239	13-14 WORK COMP
E 101-41940-151	Worker s Comp Insurance Prem		\$9,441.00	25239	13-14 WORK COMP
E 101-41940-151	Worker s Comp Insurance Prem		\$277.00	25283	VOLUNTEER WORK COMP
	Total LEAGUE OF MN CITIES INSUR TRST		\$27,880.00		
Paid Chk#	039558	6/13/2013	LITTLE FALLS MACHINE, INC.		
E 101-43000-221	Equipment Parts/Repairs		\$483.28	51263	PARTS-PW
	Total LITTLE FALLS MACHINE, INC.		\$483.28		
Paid Chk#	039559	6/13/2013	M.C.C.M.A.		
E 101-41310-208	Training and Travel		\$100.00		MEMBERSHIP DUES-GREG LERUD

***Check Detail Register©**

JUNE 2013

		Check Amt	Invoice	Comment
Total M.C.C.M.A.		\$100.00		
Paid Chk#	6/13/2013	MACQUEEN EQUIPMENT		
E 101-43000-221	Equipment Parts/Repairs	\$144.74	2133220	PARTS-PW
E 101-43000-221	Equipment Parts/Repairs	\$78.63	2133250	PARTS-PW
E 101-43000-221	Equipment Parts/Repairs	\$74.43	2133599	PARTS-PW
Total MACQUEEN EQUIPMENT		\$297.80		
Paid Chk#	6/13/2013	METRO FIRE		
E 101-42280-217	Other Operating Supplies	\$112.65	47196	SUPPLIES-FIRE
Total METRO FIRE		\$112.65		
Paid Chk#	6/13/2013	MEYERS MILACA PARTS CITY		
E 101-45200-240	Small Tools and Minor Equip	\$171.85	2071	RECHG WORKLIGHT & PT GUN-PARKS
E 101-45200-437	Other Miscellaneous	\$134.76	2071	GRAFFITI CLEANUP-PARKS
E 101-45200-221	Equipment Parts/Repairs	\$646.98	2071	PARTS-PARKS
Total MEYERS MILACA PARTS CITY		\$953.59		
Paid Chk#	6/13/2013	MILACA AUTO VALUE		
E 602-49400-221	Equipment Parts/Repairs	\$177.92	1302823	PARTS-WATER
E 101-49810-221	Equipment Parts/Repairs	\$12.22	1302823	PARTS-AIRPORT
E 603-49450-221	Equipment Parts/Repairs	\$156.97	1302823	PARTS-SEWER
Total MILACA AUTO VALUE		\$347.11		
Paid Chk#	6/13/2013	MILACA LAWN & GARDEN		
E 101-43000-221	Equipment Parts/Repairs	\$3.32	506665	FUEL FILER-POWER BROOM-PW
Total MILACA LAWN & GARDEN		\$3.32		
Paid Chk#	6/13/2013	MILACA UNCLAIMED FREIGHT		
E 101-45200-215	Shop Supplies	\$80.07		SHOP SUPPLIES-PARKS
Total MILACA UNCLAIMED FREIGHT		\$80.07		
Paid Chk#	6/13/2013	MILLE LACS MESSENGER		
E 101-45700-343	Other Advertising	\$734.00	3311	REC FEST ADVERTISING
Total MILLE LACS MESSENGER		\$734.00		
Paid Chk#	6/13/2013	MILLER, PATTI		
E 101-49910-208	Training and Travel	\$106.08		MAY 2013 OGILVIE MILEAGE
Total MILLER, PATTI		\$106.08		
Paid Chk#	6/13/2013	MN DEPT OF HEALTH		
G 602-20810	Water Test Fee Payable	\$1,590.00	1480002 MILA	2ND QTR TEST FEE
Total MN DEPT OF HEALTH		\$1,590.00		
Paid Chk#	6/13/2013	MN DEPT OF HEALTH -		
E 602-49400-433	Dues and Subscriptions	\$23.00		STIMMLER CLASS C RENEWAL
Total MN DEPT OF HEALTH -		\$23.00		
Paid Chk#	6/13/2013	MN NATIVE LANDSCAPES		
E 101-45500-310	Other Professional Services	\$75.00	9022	WEED CONTROL-LIBRARY
Total MN NATIVE LANDSCAPES		\$75.00		
Paid Chk#	6/13/2013	MN POLLUTION CONTROL AGENCY		
E 603-49450-433	Dues and Subscriptions	\$23.00	D-6698	D STIMMLER CLASS D LICENSE
Total MN POLLUTION CONTROL AGENCY		\$23.00		
Paid Chk#	6/13/2013	MN VALLEY TESTING LABS		
E 602-49400-310	Other Professional Services	\$88.00	654018	TESTING

***Check Detail Register©**

JUNE 2013

			Check Amt	Invoice	Comment
Total MN VALLEY TESTING LABS			\$88.00		
Paid Chk#	039573	6/13/2013	MOTOROLA		
E 603-49450-226	Radio Repair		\$522.89	13957965	RADIO-SEWER
E 602-49400-226	Radio Repair		\$522.89	13957965	RADIO-WATER
E 101-43000-226	Radio Repair		\$522.88	13957965	RADIO-PW
Total MOTOROLA			\$1,568.66		
Paid Chk#	039574	6/13/2013	MTI DISTRIBUTING		
E 101-45200-221	Equipment Parts/Repairs		\$208.35	898734	TORO PARTS-PARKS
E 101-45200-221	Equipment Parts/Repairs		\$184.31	900273	TORO PARTS-PARKS
Total MTI DISTRIBUTING			\$392.66		
Paid Chk#	039575	6/13/2013	PRINCETON HARDWARE INC		
E 101-43000-221	Equipment Parts/Repairs		\$9.26	72634	PARTS-POWER BROOM-PW
Total PRINCETON HARDWARE INC			\$9.26		
Paid Chk#	039576	6/13/2013	QUAINTANCE, TODD		
E 101-42110-240	Small Tools and Minor Equip		\$499.00		RESILITE MATS-POLICE
E 101-42110-240	Small Tools and Minor Equip		\$32.16		ELBOW PADS-POLICE
Total QUAINTANCE, TODD			\$531.16		
Paid Chk#	039577	6/13/2013	QUILL CORPORATION		
E 101-41510-201	Accessories (paper, pens, etc)		\$72.66	2452970	PRINTER TONER-TREASURER
E 619-49900-201	Accessories (paper, pens, etc)		\$3.44	2524103	OFC SUPPLIES-DEP REG
E 619-49900-201	Accessories (paper, pens, etc)		\$14.42	2615545	OFC SUPPLIES-DEP REG
E 619-49900-201	Accessories (paper, pens, etc)		\$36.53	2616830	DEPOSIT STAMPS-DEP REG
E 101-42110-201	Accessories (paper, pens, etc)		\$111.34	2655428	OFC SPPLIES-POLICE
E 101-45500-217	Other Operating Supplies		\$116.47	2856185	PARER TOWELS/TOILET PAPER-LIBRARY
E 101-41940-217	Other Operating Supplies		\$76.94	2856185	TOILET PAPER-CITY
Total QUILL CORPORATION			\$431.80		
Paid Chk#	039578	6/13/2013	RANDY MARUDAS CONSTRUCTION		
E 101-45200-401	Repairs/Maint Buildings		\$2,515.75	497	INSTALL GARAGE DOOR-PUMP HOUSE-PARKS
Total RANDY MARUDAS CONSTRUCTION			\$2,515.75		
Paid Chk#	039579	6/13/2013	ST. CLOUD OVERHEAD DOOR CO.		
E 101-43000-310	Other Professional Services		\$938.85	130827	REPAIR GARAGE DOOR-PW
Total ST. CLOUD OVERHEAD DOOR CO.			\$938.85		
Paid Chk#	039580	6/13/2013	STANTEC		
E 101-43000-303	Engineering Fees		\$75.00	685163	GENERAL ENGINEERING
E 603-49450-303	Engineering Fees		\$1,163.75	685163	WASTEWATER POND REPAIRS
G 500-20200	Accounts Payable		\$37.50	685163	2012 STREET PROJECT
G 500-20200	Accounts Payable		\$276.75	685164	DAM REMOVAL
G 500-20200	Accounts Payable		\$222.00	686432	PED WALKING BRIDGE
Total STANTEC			\$1,775.00		
Paid Chk#	039581	6/13/2013	TEALS MARKET		
E 207-49000-437	Other Miscellaneous		\$16.33	6166018	BIKE RODEO SUPPLIES
E 101-43000-215	Shop Supplies		\$33.11	6547018	SHOP SUPPLIES-PW
Total TEALS MARKET			\$49.44		
Paid Chk#	039582	6/13/2013	THOMSON REUTERS-WEST PMT CTR		
E 101-42110-310	Other Professional Services		\$130.90	827176076	CLEAR WEB SEARCH-APR
Total THOMSON REUTERS-WEST PMT CTR			\$130.90		
Paid Chk#	039583	6/13/2013	TIMMER IMPLEMENT		
E 101-45200-215	Shop Supplies		\$8.55	300638	SHOP SUPPLIES-PARKS

***Check Detail Register©**

JUNE 2013

			Check Amt	Invoice	Comment
Total		TIMMER IMPLEMENT	\$8.55		
Paid Chk#	039584	6/13/2013			UNIFORMS UNLIMITED
E 101-42110-208	Training and Travel		\$561.62	164573	TRAINING EQUIP-TASER
Total		UNIFORMS UNLIMITED	\$561.62		
Paid Chk#	039585	6/13/2013			WQPM
E 101-45700-343	Other Advertising		\$200.00		REC FEST ADVERTISING
Total		WQPM	\$200.00		
10100		General Bank	\$83,733.72		

Fund Summary

10100 General Bank		
101 GENERAL FUND		\$63,743.62
207 YOUTH SAFETY PROGRAMS		\$665.98
500 CAPITAL PROJECT FUND		\$536.25
602 WATER FUND		\$12,117.70
603 SEWER FUND		\$5,761.69
619 DEPUTY REGISTRAR FUND		\$740.48
700 BRAHAM-MILACA JOINT POWERS		\$168.00
		<hr/>
		\$83,733.72

CITY OF MILACA

***Check Detail Register©**

MAY 2013

		Check Amt	Invoice	Comment
10100 General Bank				
Paid Chk# 039450 5/3/2013 EAST CENTRAL ENERGY				
E 101-42280-612	Other Long-Term Oblig Interest	\$1,070.00		FIRE HALL LOAN
E 101-42280-602	Fire Hall Loan Payment	\$36,000.00		FIRE HALL LOAN
Total EAST CENTRAL ENERGY		\$37,070.00		
Paid Chk# 039451 5/3/2013 JIMS MILLE LACS DISPOSAL				
E 101-43000-310	Other Professional Services	\$550.00	1832413	STREET SWEEPING-APRIL
E 101-43000-384	Refuse/Garbage Disposal	\$171.68	211948	GARBAGE-CITY
E 101-45200-384	Refuse/Garbage Disposal	\$40.32	211948	GARBAGE-PARKS
E 101-42280-384	Refuse/Garbage Disposal	\$25.00	211948	GARBAGE-FIRE
Total JIMS MILLE LACS DISPOSAL		\$787.00		
Paid Chk# 039452 5/3/2013 MILACA BLDG CENTER				
E 101-45500-217	Other Operating Supplies	\$18.35	3141	SUPPLIES-LIBRARY
E 208-49010-437	Other Miscellaneous	\$14.19	3141	LIGHT BULBS-SR CTR
E 101-41940-217	Other Operating Supplies	\$45.05	3141	PAINT SUPPLIES-CITY
Total MILACA BLDG CENTER		\$77.59		
Paid Chk# 039507 5/23/2013 BLUE CROSS BLUE SHIELD OF MINN				
G 101-21706	Medical Insur.	\$11,132.00	7S034-M0 4	MEDICAL INSUR-JUNE 2013
Total BLUE CROSS BLUE SHIELD OF MINN		\$11,132.00		
Paid Chk# 039508 5/23/2013 L.E.L.S.				
G 101-21710	Union Dues	\$208.05	LOCAL #238	POLICE UNION DUES-JUNE 2013
Total L.E.L.S.		\$208.05		
Paid Chk# 039509 5/23/2013 MN BENEFITS				
G 101-21709	Life Insur.	\$282.31		LIFE/DENTAL-JUNE 2013
G 101-21712	Dental	\$151.44		LIFE/DENTAL-JUNE 2013
Total MN BENEFITS		\$433.75		
Paid Chk# 039510 5/23/2013 MN RURAL WATER ASSOC				
E 602-49400-208	Training and Travel	\$125.00		D STIMMLER-LINE TRACING TRNG
Total MN RURAL WATER ASSOC		\$125.00		
Paid Chk# 039511 5/23/2013 USABLE LIFE				
G 101-21707	Disability	\$244.65	101408001G	DISABILITY/LIFE-JUNE 2013
Total USABLE LIFE		\$244.65		
Paid Chk# 039512 5/23/2013 VERIZON WIRELESS				
E 602-49400-321	Telephone	\$26.02	9704610669	MAY WIRELESS ROUTER SVC
E 101-42110-321	Telephone	\$87.05	9704610669	MAY WIRELESS ROUTER SVC
E 101-43000-321	Telephone	\$79.28	9704702199	CELL PHONE SVC-MAY
E 101-45200-321	Telephone	\$46.83	9704702199	CELL PHONE SVC-MAY
E 101-42280-321	Telephone	\$46.83	9704702199	CELL PHONE SVC-MAY
Total VERIZON WIRELESS		\$286.01		
Paid Chk# 039513 5/29/2013 ROTHFORK, DENISE				
E 101-42110-437	Other Miscellaneous	\$105.00		COURT TRANSCRIPT (CV-13-696)
Total ROTHFORK, DENISE		\$105.00		
Paid Chk# 039514 5/30/2013 U.S. POSTMASTER				
E 602-49400-322	Postage	\$118.06		MAY BILLINGS
E 603-49450-322	Postage	\$118.06		MAY BILLINGS
Total U.S. POSTMASTER		\$236.12		
Paid Chk# 039515 5/31/2013 TOWNSQUARE MEDIA ST CLOUD INC				

***Check Detail Register©**

MAY 2013

	Check Amt	Invoice	Comment
E 101-45700-343 Other Advertising	\$456.00	M50282	REC FEST ADS-2013-6/16-7/24
E 101-45700-343 Other Advertising	\$192.00	MC-11205433	REC FEST ADS-2012-5/20-5/27
E 101-45700-343 Other Advertising	\$288.00	MC-11206446	REC FEST ADS-2012-6/4-6/17
Total TOWNSQUARE MEDIA ST CLOUD INC	\$936.00		
10100 General Bank	\$51,641.17		

Fund Summary

10100 General Bank	
101 GENERAL FUND	\$51,239.84
208 CHARITABLE GAMBLING FUND	\$14.19
602 WATER FUND	\$269.08
603 SEWER FUND	\$118.06
	\$51,641.17

***Check Detail Register©**

MAY 2013

			Check Amt	Invoice	Comment
10900 Liquor Bank					
Paid Chk#	913016E	5/7/2013	EAST CENTRAL ENERGY		
E 609-49750-381	Utilities		\$1,889.46	7115200	ELECTRIC
	Total	EAST CENTRAL ENERGY	\$1,889.46		
Paid Chk# 913017E 5/7/2013 CENTERPOINT ENERGY					
E 609-49750-381	Utilities		\$1,368.78	128-000-782-1	NATURAL GAS
	Total	CENTERPOINT ENERGY	\$1,368.78		
Paid Chk# 913018E 5/20/2013 MN DEPT OF REVENUE					
G 609-20800	Sales Tax Payable		\$12,811.00	9576201	LIQUOR SALES TAX
	Total	MN DEPT OF REVENUE	\$12,811.00		
Paid Chk# 913019E 5/15/2013 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		\$16,099.79		

Fund Summary

10900 Liquor Bank		
609 MUNICIPAL LIQUOR FUND		\$16,099.79
		\$16,099.79

***Check Detail Register©**

JUNE 2013

			Check Amt	Invoice	Comment
10900 Liquor Bank					
Paid Chk#	022602	6/13/2013	MILACA CHAMBER OF COMMERCE		
E 609-49750-343	Other Advertising		\$40.00		PARADE ENTRY FEE
Total MILACA CHAMBER OF COMMERCE			\$40.00		
Paid Chk#	022603	6/13/2013	AMERICAN BOTTLING CO.		
E 609-49750-254	Mix/Non Alcoholic		(\$157.02)	22485	NA
E 609-49750-254	Mix/Non Alcoholic		(\$142.88)	22485	NA
E 609-49750-254	Mix/Non Alcoholic		\$127.48	2462608120	NA
E 609-49750-254	Mix/Non Alcoholic		\$110.82	2462608275	NA
E 609-49750-254	Mix/Non Alcoholic		\$117.26	2462608365	NA
E 609-49750-254	Mix/Non Alcoholic		(\$57.12)	2462608366	NA-CREDIT
E 609-49750-254	Mix/Non Alcoholic		\$165.32	2462608496	NA
Total AMERICAN BOTTLING CO.			\$163.86		
Paid Chk#	022604	6/13/2013	AMERIPRIDE		
E 609-49750-310	Other Professional Services		\$77.55	2200378372	RUGS
E 609-49750-217	Other Operating Supplies		\$144.35	2200378372	PAPER TOWELS/TOILET PAPER
E 609-49750-310	Other Professional Services		\$37.50	2200381043	RUGS
E 609-49750-310	Other Professional Services		\$66.95	2200383472	RUGS
E 609-49750-310	Other Professional Services		\$25.69	2200385897	RUGS
E 609-49750-434	Uniforms		\$184.53	2210027222	UNIFORMS
Total AMERIPRIDE			\$536.57		
Paid Chk#	022605	6/13/2013	BRIAN MATTHEW HAUER ENTERPRISE		
E 609-49750-310	Other Professional Services		\$16.44	3682	RECYCLING-LIGHT BULBS
Total BRIAN MATTHEW HAUER ENTERPRISE			\$16.44		
Paid Chk#	022606	6/13/2013	CRYSTAL SPRINGS ICE		
E 609-49750-259	Other For Resale		\$174.90	29199	ICE
E 609-49750-259	Other For Resale		\$172.10	29319	ICE
E 609-49750-259	Other For Resale		\$56.20	43131	ICE
E 609-49750-259	Other For Resale		\$65.70	43228	ICE
Total CRYSTAL SPRINGS ICE			\$468.90		
Paid Chk#	022607	6/13/2013	E.C.M. PUBLISHERS, INC.		
E 609-49750-343	Other Advertising		\$80.00	267051	ADVERTISING-GATEWAY SUPPLEMENT
Total E.C.M. PUBLISHERS, INC.			\$80.00		
Paid Chk#	022608	6/13/2013	GIFTNETWORKS LLS		
E 609-49750-259	Other For Resale		\$84.00	3970	MISC
E 609-49750-333	Freight and Express		\$8.32	3970	DELIVERY
Total GIFTNETWORKS LLS			\$92.32		
Paid Chk#	022609	6/13/2013	GODFATHER S EXTERMINATING		
E 609-49750-310	Other Professional Services		\$51.21	58875	PEST CONTROL
Total GODFATHER S EXTERMINATING			\$51.21		
Paid Chk#	022610	6/13/2013	GRANITE CITY JOBBING		
E 609-49750-256	Tobacco Products For Resale		\$39.94	763031	TOBACCO
E 609-49750-333	Freight and Express		\$4.25	763031	DELIVERY
E 609-49750-256	Tobacco Products For Resale		\$302.57	763071	TOBACCO
E 609-49750-259	Other For Resale		\$166.37	763071	MISC
E 609-49750-256	Tobacco Products For Resale		\$166.03	763079	TOBACCO
E 609-49750-259	Other For Resale		\$84.65	763141	MISC
E 609-49750-217	Other Operating Supplies		\$7.77	764086	SUPPLIES
E 609-49750-256	Tobacco Products For Resale		\$416.74	764086	TOBACCO
E 609-49750-254	Mix/Non Alcoholic		\$6.72	764086	NA

***Check Detail Register©**

JUNE 2013

		Check Amt	Invoice	Comment
E 609-49750-333	Freight and Express	\$4.25	764086	DELIVERY
E 609-49750-259	Other For Resale	\$140.88	764086	MISC
E 609-49750-259	Other For Resale	\$188.28	765104	MISC
E 609-49750-256	Tobacco Products For Resale	\$660.02	765104	TOBACCO
E 609-49750-333	Freight and Express	\$4.25	765104	DELIVERY
E 609-49750-256	Tobacco Products For Resale	\$303.11	766001	TOBACCO
E 609-49750-259	Other For Resale	\$177.49	766001	MISC
E 609-49750-254	Mix/Non Alcoholic	\$29.82	766001	NA
E 609-49750-217	Other Operating Supplies	\$40.58	766001	SUPPLIES
E 609-49750-333	Freight and Express	\$4.25	766001	DELIVERY
Total GRANITE CITY JOBBING		\$2,747.97		
Paid Chk# 022611 6/13/2013 KOCHS HARDWARE HANK				
E 609-49750-217	Other Operating Supplies	\$102.80		SUPPLIES
Total KOCHS HARDWARE HANK		\$102.80		
Paid Chk# 022612 6/13/2013 M. AMUNDSON LLP				
E 609-49750-217	Other Operating Supplies	\$50.00	152243	SUPPLIES
E 609-49750-259	Other For Resale	\$27.60	152243	MISC
E 609-49750-256	Tobacco Products For Resale	\$848.30	152243	TOBACCO
E 609-49750-256	Tobacco Products For Resale	\$287.23	152372	TOBACCO
E 609-49750-259	Other For Resale	\$18.80	152569	MISC
E 609-49750-256	Tobacco Products For Resale	\$997.07	152569	TOBACCO
E 609-49750-259	Other For Resale	\$238.65	153283	MISC
E 609-49750-256	Tobacco Products For Resale	\$705.27	153283	TOBACCO
E 609-49750-256	Tobacco Products For Resale	\$729.76	153595	TOBACCO
E 609-49750-217	Other Operating Supplies	\$90.02	153595	SUPPLIES
E 609-49750-259	Other For Resale	\$204.70	153595	MISC
Total M. AMUNDSON LLP		\$4,197.40		
Paid Chk# 022613 6/13/2013 SEGERSTROM, VICTORIA				
E 609-49750-208	Training and Travel	\$111.18		MMBA ANNUAL CONF-5/18-22
E 609-49750-208	Training and Travel	\$60.75		NEW EE WINE TRNG-PRINCETON-5/2
Total SEGERSTROM, VICTORIA		\$171.93		
Paid Chk# 022614 6/13/2013 VIKING BOTTLING CO.				
E 609-49750-254	Mix/Non Alcoholic	\$156.80	1122243	NA
E 609-49750-254	Mix/Non Alcoholic	\$154.00	1122373	NA
E 609-49750-254	Mix/Non Alcoholic	\$50.60	1127511	NA
E 609-49750-254	Mix/Non Alcoholic	(\$11.80)	1132824	NA-CREDIT
E 609-49750-254	Mix/Non Alcoholic	\$40.50	1132825	NA
Total VIKING BOTTLING CO.		\$390.10		
Paid Chk# 022615 6/13/2013 LEAGUE OF MN CITIES INSUR TRST				
E 609-49750-151	Worker s Comp Insurance Prem	\$3,480.00	25239	13-14 WORK COMP
Total LEAGUE OF MN CITIES INSUR TRST		\$3,480.00		
10900 Liquor Bank		\$12,539.50		
Fund Summary				
10900 Liquor Bank				
609 MUNICIPAL LIQUOR FUND		\$12,539.50		
		\$12,539.50		

CITY OF MILACA

*Check Detail Register©

MAY 2013

		Check Amt	Invoice	Comment
10900 Liquor Bank				
Paid Chk#	022555	5/1/2013	BELLBOY CORP.	
E 609-49750-251	Liquor For Resale	\$2,619.00	77729400	LIQUOR
E 609-49750-333	Freight and Express	\$5.52	77729400	DELIVERY
E 609-49750-253	Wine For Resale	\$432.00	77729400	WINE
Total BELLBOY CORP.		\$3,056.52		
Paid Chk#	022556	5/1/2013	BERNICKS	
E 609-49750-254	Mix/Non Alcoholic	\$10.50	284692	NA
E 609-49750-252	Beer For Resale	\$844.25	284693	BEER
E 609-49750-254	Mix/Non Alcoholic	\$37.40	287162	NA
E 609-49750-252	Beer For Resale	\$502.45	287163	BEER
E 609-49750-254	Mix/Non Alcoholic	\$26.15	289726	NA
E 609-49750-252	Beer For Resale	\$540.00	289727	BEER
E 609-49750-254	Mix/Non Alcoholic	\$105.50	292240	NA
E 609-49750-252	Beer For Resale	(\$73.10)	292241	BEER-CREDIT
Total BERNICKS		\$1,993.15		
Paid Chk#	022557	5/1/2013	C & L DISTRIBUTING CO.	
E 609-49750-259	Other For Resale	\$218.75	396327	MSC
E 609-49750-252	Beer For Resale	\$5,227.10	396327	BEER
E 609-49750-254	Mix/Non Alcoholic	\$84.35	396327	NA
E 609-49750-252	Beer For Resale	\$3,256.20	397401	BEER
E 609-49750-254	Mix/Non Alcoholic	\$34.00	397401	NA
E 609-49750-252	Beer For Resale	\$5,187.65	398450	BEER
E 609-49750-254	Mix/Non Alcoholic	\$17.65	398450	NA
E 609-49750-252	Beer For Resale	\$12,384.25	399580	BEER
Total C & L DISTRIBUTING CO.		\$26,409.95		
Paid Chk#	022558	5/1/2013	DAHLHEIMER DISTRIBUTING CO.	
E 609-49750-252	Beer For Resale	\$2,787.20	1059762	BEER
E 609-49750-254	Mix/Non Alcoholic	\$136.00	1062466	NA
E 609-49750-252	Beer For Resale	\$7,281.06	1062466	BEER
E 609-49750-252	Beer For Resale	\$1,030.50	1062494	BEER
E 609-49750-252	Beer For Resale	\$832.05	1062501	BEER
E 609-49750-252	Beer For Resale	\$4,236.10	1064601	BEER
E 609-49750-252	Beer For Resale	\$925.63	1064619	BEER
E 609-49750-252	Beer For Resale	\$7,391.60	1064627	BEER
E 609-49750-252	Beer For Resale	\$1,946.60	1064681	BEER
Total DAHLHEIMER DISTRIBUTING CO.		\$26,566.74		
Paid Chk#	022559	5/1/2013	FRONTIER	
E 609-49750-321	Telephone	\$115.67	320983625511	MAY PHONE SVC
Total FRONTIER		\$115.67		
Paid Chk#	022560	5/1/2013	INDIAN ISLAND WINERY	
E 609-49750-253	Wine For Resale	\$653.76	1424	WINE
Total INDIAN ISLAND WINERY		\$653.76		
Paid Chk#	022561	5/1/2013	J.J. TAYLOR DIST OF MN	
E 609-49750-252	Beer For Resale	(\$39.15)	1186582	BEER-CREDIT
E 609-49750-333	Freight and Express	\$3.00	2031378	DELIVERY
E 609-49750-252	Beer For Resale	\$91.15	2031378	BEER
E 609-49750-252	Beer For Resale	(\$3.70)	2031770	BEER-CREDIT
Total J.J. TAYLOR DIST OF MN		\$51.30		
Paid Chk#	022562	5/1/2013	JOHNSON BROTHERS LIQUOR CO.	
E 609-49750-251	Liquor For Resale	\$303.74	1539018	LIQUOR

CITY OF MILACA

***Check Detail Register©**

MAY 2013

		Check Amt	Invoice	Comment
E 609-49750-253	Wine For Resale	\$1,105.40	1539018	WINE
E 609-49750-333	Freight and Express	\$47.10	1539018	DELIVERY
E 609-49750-253	Wine For Resale	\$37.16	1539019	WINE
E 609-49750-254	Mix/Non Alcoholic	\$28.49	1544216	NA
E 609-49750-251	Liquor For Resale	\$1,737.75	1544216	LIQUOR
E 609-49750-253	Wine For Resale	\$356.50	1544216	WINE
E 609-49750-333	Freight and Express	\$37.68	1544216	DELIVERY
E 609-49750-253	Wine For Resale	\$64.00	1544217	WINE
E 609-49750-333	Freight and Express	\$3.39	1544217	DELIVERY
E 609-49750-253	Wine For Resale	\$569.00	1549561	WINE
E 609-49750-251	Liquor For Resale	\$2,084.56	1549561	LIQUOR
E 609-49750-254	Mix/Non Alcoholic	\$288.99	1549561	NA
E 609-49750-333	Freight and Express	\$81.65	1549561	DELIVERY
E 609-49750-253	Wine For Resale	\$712.65	1554980	WINE
E 609-49750-251	Liquor For Resale	\$1,686.50	1554980	LIQUOR
E 609-49750-333	Freight and Express	\$56.52	1554980	DELIVERY
E 609-49750-251	Liquor For Resale	\$1,850.00	1554981	LIQUOR
E 609-49750-333	Freight and Express	\$43.96	1554981	DELIVERY
E 609-49750-253	Wine For Resale	\$1,641.90	1554982	WINE
E 609-49750-333	Freight and Express	\$54.95	1554982	DELIVERY
Total JOHNSON BROTHERS LIQUOR CO.		\$12,791.89		
<hr/>				
Paid Chk#	022563	5/1/2013	MCDONALD DISTRIBUTING	
E 609-49750-252	Beer For Resale	\$25.10	326799	BEER
E 609-49750-333	Freight and Express	\$3.00	326799	DELIVERY
Total MCDONALD DISTRIBUTING		\$28.10		
<hr/>				
Paid Chk#	022564	5/1/2013	MILACA CHAMBER OF COMMERCE	
E 609-49750-437	Other Miscellaneous	\$1,500.00		PARADE DONATION
Total MILACA CHAMBER OF COMMERCE		\$1,500.00		
<hr/>				
Paid Chk#	022565	5/1/2013	PAUSTIS & SONS	
E 609-49750-251	Liquor For Resale	\$100.00	14463	LIQUOR
E 609-49750-333	Freight and Express	\$1.25	14463	DELIVERY
E 609-49750-254	Mix/Non Alcoholic	\$47.00	8397054	NA
E 609-49750-253	Wine For Resale	\$791.85	8397054	WINE
E 609-49750-333	Freight and Express	\$12.50	8397054	DELIVERY
Total PAUSTIS & SONS		\$952.60		
<hr/>				
Paid Chk#	022566	5/1/2013	PHILLIPS WINE AND SPIRITS	
E 609-49750-251	Liquor For Resale	\$262.49	2401745	LIQUOR
E 609-49750-253	Wine For Resale	\$551.00	2401745	WINE
E 609-49750-333	Freight and Express	\$20.41	2401745	DELIVERY
E 609-49750-253	Wine For Resale	\$276.31	2405158	WINE
E 609-49750-251	Liquor For Resale	\$2,036.50	2405158	LIQUOR
E 609-49750-333	Freight and Express	\$78.77	2405158	DELIVERY
E 609-49750-333	Freight and Express	\$31.78	2408610	DELIVERY
E 609-49750-253	Wine For Resale	\$66.65	2408610	WINE
E 609-49750-251	Liquor For Resale	\$1,296.30	2408610	LIQUOR
E 609-49750-251	Liquor For Resale	\$3,610.50	2412143	LIQUOR
E 609-49750-333	Freight and Express	\$37.41	2412143	DELIVERY
E 609-49750-253	Wine For Resale	\$121.65	2412143	WINE
E 609-49750-254	Mix/Non Alcoholic	(\$41.94)	3502774	NA-CREDIT
E 609-49750-251	Liquor For Resale	(\$36.00)	3502775	LIQUOR-CREDIT
E 609-49750-253	Wine For Resale	(\$120.00)	3502776	WINE-CREDIT
E 609-49750-253	Wine For Resale	(\$22.06)	3502777	WINE-CREDIT
E 609-49750-251	Liquor For Resale	(\$46.70)	3502778	LIQUOR-CREDIT
E 609-49750-254	Mix/Non Alcoholic	(\$13.98)	3502779	NA-CREDIT

***Check Detail Register©**

MAY 2013

		Check Amt	Invoice	Comment
E 609-49750-253	Wine For Resale	(\$1.52)	3502780	WINE-CREDIT
E 609-49750-251	Liquor For Resale	(\$2.35)	3502781	LIQUOR-CREDIT
E 609-49750-253	Wine For Resale	(\$5.69)	3502782	WINE-CREDIT
E 609-49750-253	Wine For Resale	(\$33.40)	3502783	WINE-CREDIT
E 609-49750-333	Freight and Express	(\$1.31)	3502783	DELIVERY-CREDIT
E 609-49750-253	Wine For Resale	(\$6.68)	3502784	WINE-CREDIT
E 609-49750-251	Liquor For Resale	(\$5.08)	3502785	LIQUOR-CREDIT
E 609-49750-251	Liquor For Resale	(\$5.75)	3502786	LIQUOR-CREDIT
Total PHILLIPS WINE AND SPIRITS		\$8,047.31		

Paid Chk# 022567 5/1/2013 ROHLFING OF BRAINERD, INC				
E 609-49750-252	Beer For Resale	\$360.01	826956	BEER
Total ROHLFING OF BRAINERD, INC		\$360.01		

Paid Chk# 022568 5/1/2013 SOUTHERN WINE & SPIRITS OF MN				
E 609-49750-333	Freight and Express	\$23.76	1019149	DELIVERY
E 609-49750-251	Liquor For Resale	\$1,337.44	1019149	LIQUOR
E 609-49750-333	Freight and Express	\$13.88	1021537	DELIVERY
E 609-49750-251	Liquor For Resale	\$433.08	1021537	LIQUOR
E 609-49750-251	Liquor For Resale	\$603.13	1023875	LIQUOR
E 609-49750-333	Freight and Express	\$8.38	1023875	DELIVERY
E 609-49750-333	Freight and Express	\$9.00	1023876	DELIVERY
E 609-49750-253	Wine For Resale	\$512.00	1023876	WINE
E 609-49750-333	Freight and Express	\$23.86	1026232	DELIVERY
E 609-49750-251	Liquor For Resale	\$1,619.31	1026232	LIQUOR
E 609-49750-253	Wine For Resale	\$72.00	1026233	WINE
E 609-49750-333	Freight and Express	\$1.50	1026233	DELIVERY
Total SOUTHERN WINE & SPIRITS OF MN		\$4,657.34		

Paid Chk# 022569 5/1/2013 SUNNY HILL DISTRIBUTORS				
E 609-49750-253	Wine For Resale	\$181.90	283826	WINE
E 609-49750-333	Freight and Express	\$4.75	283826	DELIVERY
E 609-49750-253	Wine For Resale	\$245.34	284480	WINE
E 609-49750-333	Freight and Express	\$6.65	284480	DELIVERY
Total SUNNY HILL DISTRIBUTORS		\$438.64		

Paid Chk# 022570 5/1/2013 WIRTZ BEVERAGE MN WINE & SPRTS				
E 609-49750-253	Wine For Resale	\$72.00	1080022506	WINE
E 609-49750-333	Freight and Express	\$11.10	1080022506	DELIVERY
E 609-49750-251	Liquor For Resale	\$269.00	1080022506	LIQUOR
E 609-49750-254	Mix/Non Alcoholic	\$153.57	1080022506	NA
E 609-49750-253	Wine For Resale	\$72.00	1080022507	WINE
E 609-49750-251	Liquor For Resale	\$469.90	1080027949	LIQUOR
E 609-49750-333	Freight and Express	\$9.25	1080027949	DELIVERY
E 609-49750-251	Liquor For Resale	(\$443.99)	2080000043	LIQUOR
Total WIRTZ BEVERAGE MN WINE & SPRTS		\$612.83		

10900 Liquor Bank \$88,235.81

Fund Summary

10900 Liquor Bank	
609 MUNICIPAL LIQUOR FUND	\$88,235.81
	\$88,235.81

CITY OF MILACA
Council Monthly Budget Report
 May 2013

DEPT Descr	2013 YTD Budget	2013 YTD Amt	Balance	2013 % of Budget Remain
Airport	\$100,700.00	\$28,759.90	\$71,940.10	71.44%
Assessing	\$13,000.00	\$16.00	\$12,984.00	99.88%
Auditing	\$4,750.00	\$4,750.00	\$0.00	0.00%
City Attorney	\$49,000.00	\$20,028.34	\$28,971.66	59.13%
City Hall	\$225,000.00	\$87,616.15	\$137,383.85	61.06%
City Manager	\$21,325.00	\$9,175.57	\$12,149.43	56.97%
Council	\$12,450.00	\$2,574.08	\$9,875.92	79.32%
Elections	\$0.00	\$0.00	\$0.00	0.00%
Fire Dept.	\$176,810.00	\$79,265.50	\$97,544.50	55.17%
Historical Society	\$7,115.00	\$3,582.80	\$3,532.20	49.64%
Liaison Officer	\$66,565.00	\$35,167.24	\$31,397.76	47.17%
Libraries	\$24,150.00	\$9,930.80	\$14,219.20	58.88%
Ogilvie	\$30,660.00	\$13,204.22	\$17,455.78	56.93%
Parks	\$131,675.00	\$47,041.67	\$84,633.33	64.27%
Planning Comm.	\$2,000.00	\$248.60	\$1,751.40	87.57%
Police Dept.	\$437,900.00	\$225,737.50	\$212,162.50	48.45%
Public Works	\$217,075.00	\$80,900.81	\$136,174.19	62.73%
Rec Fest	\$15,000.00	\$3,070.62	\$11,929.38	79.53%
Recreation	\$2,000.00	\$1,984.71	\$15.29	0.76%
Treasurer	\$27,100.00	\$10,760.17	\$16,339.83	60.29%
Unallocated	\$12,600.00	\$8,619.00	\$3,981.00	31.60%
	\$1,576,875.00	\$672,433.68	\$904,441.32	57.36%

ORDINANCE NO. 399

ORDINANCE RELATING TO CRIMINAL HISTORY BACKGROUND
FOR APPLICANTS FOR CITY EMPLOYMENT AND CITY LICENSES

BE IT ORDAINED by the Mayor and Council of the City of Milaca, Mille Lacs County,
Minnesota, as follows:

Section 1. That the Milaca City Code shall be amended by adding a new Chapter, as follows:

EMPLOYMENT BACKGROUND CHECKS

APPLICANTS FOR CITY EMPLOYMENT

PURPOSE: The purpose and intent of this section is to establish regulations that will allow law enforcement access to Minnesota's Computerized Criminal History information for specified non-criminal purposes of employment background checks for the positions described below.

CRIMINAL HISTORY EMPLOYMENT BACKGROUND

INVESTIGATIONS: The Milaca Police Department is hereby required, as the exclusive entity within the City, to do a criminal history background investigation on the applicants for the following positions within the city, unless the city's hiring authority concludes that a background investigation is not needed:

Employment positions: All regular part-time or full-time employees of the City of Milaca, and other positions that work with children or vulnerable adults.

In conducting the criminal history background investigation in order to screen employment applicants, the Police Department is authorized to access data maintained in the Minnesota Bureau of Criminal Apprehensions Computerized Criminal History information system in accordance with BCA policy. Any data that is accessed and acquired shall be maintained at the Police Department under the care and custody of the chief law enforcement official or his or her designee. A summary of the results of the Computerized Criminal History data may be released by the Police Department to the hiring authority, including the City Council, the City Manager, or other city staff involved in the hiring process.

Before the investigation is undertaken, the applicant must authorize the Police Department by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minn. Stat. Chap. 13 regarding the collection, maintenance, and use of the information. Except for the positions set forth in Minnesota Statutes Section 364.09, the city will not reject an applicant for employment on the basis of the applicant's prior conviction unless the crime is directly related to the position of employment sought and the conviction is for a felony, gross misdemeanor, or misdemeanor with a jail sentence. If the City rejects the applicant's request on this basis, the City shall notify the applicant in writing of the following:

- A. The grounds and reasons for the denial.
- B. The applicant complaint and grievance procedure set forth in Minnesota Statutes Section 364.06.
- C. The earliest date the applicant may reapply for employment.
- D. That all competent evidence of rehabilitation will be considered upon reapplication.

Section 2. That the Milaca City Code shall be amended as follows:

LICENSE BACKGROUND CHECKS

APPLICANTS FOR CITY LICENSES

PURPOSE: The purpose and intent of this section is to establish regulations that will allow law enforcement access to Minnesota's Computerized Criminal History information for specified non-criminal purposes of licensing background checks.

CRIMINAL HISTORY LICENSE BACKGROUND INVESTIGATIONS: The Milaca Police Department is hereby required, as the exclusive entity within the City, to do a criminal history background investigation on the applicants for the following licenses within the city:

City licenses: liquor, tobacco, gambling, peddler license

In conducting the criminal history background investigation in order to screen license applicants, the Police Department is authorized to access data maintained in the Minnesota Bureau of Criminal Apprehensions Computerized Criminal History information system in accordance with BCA policy. Any data that is accessed and acquired shall be maintained at the Police Department under the care and custody of the chief law enforcement official or his or her designee. A summary of the results of the Computerized Criminal History data may be released by the Police Department to the licensing authority, including the City Council, the City Manager, or other city staff involved the license approval process.

Before the investigation is undertaken, the applicant must authorize the Police Department by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minn. Stat. Chap. 13 regarding the collection, maintenance and use of the information. Except for the positions set forth in Minnesota Statutes Section 364.09, the city will not reject an applicant for a license on the basis of the applicant's prior conviction unless the crime is directly related to the license sought and the conviction is for a felony, gross misdemeanor, or misdemeanor with a jail sentence. If the City rejects the applicant's request on this basis, the City shall notify the applicant in writing of the following:

- A. The grounds and reasons for the denial.
- B. The applicant complaint and grievance procedure set forth in Minnesota Statutes Section 364.06.
- C. The earliest date the applicant may reapply for the license.
- D. That all competent evidence of rehabilitation will be considered upon reapplication.

Section 3. That this ordinance shall take effect upon its passage and publication.

Passed by the Milaca City Council on this ____ day of _____, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

1st reading _____
2nd reading _____
Published _____

ORDINANCE NO. 400

AN ORDINANCE GRANTING A FRANCHISE TO MIDCONTINENT COMMUNICATIONS, LLC AND LOCAL ACCESS NETWORK, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF MILACA, MINNESOTA FRANCHISE AREA, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE.

The City of Milaca ordains.

SECTION 1.

SHORT TITLE AND DEFINITIONS

1.) Short Title. This Franchise Agreement shall be known and cited as the Franchise Agreement.

2.) Definitions. For the purpose of this Franchise Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

(a) "Cable Programming Service" means any video programming provided over a cable system, regardless of service tier including installation or rental of equipment used for the receipt of such video programming, other than:

- (1) Video programming carried on the Basic Service Tier;
- (2) Video programming offered on a pay-per-channel or pay-per-program basis; or
- (3) A combination of multiple channels of pay-per-channel or pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service:
 - a. Consists of commonly – identified video programming; and
 - b. Is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. § 543(1)(2) (1993) and 47 C.F.R. 76.901(b) (1993).

(b) "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

(c) "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable of the System,

- (d) "City of Milaca" Franchise Area "Service Area" means the geographic area of the City of Milaca as it is now constituted or may in the future be constituted, unless otherwise specified in the Franchise Agreement.
- (e) "FCC" means the Federal Communications Commission and any legally appointed designed or elected agent or successor.
- (f) "Grantee" is Midcontinent Communications, LLC, its agents and employees, lawful successors, transferees or assignees.
- (g) "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal, which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable Communication System.
- (h) "Ordinance" means the CITY OF MILACA Cable Television Regulatory Ordinance No. _____.
- (i) "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
- (j) "Standard Installation" means any residential installation, which can be completed using a Drop of one hundred fifth (150) feet or less.
- (k) "Gross Revenue" means all Cable Programming Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Programming Service revenue includes, but is not limited to, monthly basic, premium, pay-per-view and other video fees, installation fees, advertising and equipment rental. Gross revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, sales commissions, nor any taxes, fees, franchise fees or assessments imposed or assessed by any governmental authority.

SECTION 2.

GRANT OF AUTHORITY AND GENERAL PROVISIONS

1.) Grant of Franchise.

This Franchise Agreement is granted pursuant to the terms and conditions of the Ordinance and the terms and conditions outlined below.

2.) Grant of Nonexclusive Authority.

(a) The Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, alleys, public ways and public places not laid out or dedicated and all extensions thereof, and additions thereto in the City of Milaca, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the City of Milaca, a Cable System, as herein defined. The Cable Communications System constructed and maintained by Grantee or its agents shall not interfere with other uses of Streets. Grantee shall make use of existing poles and other facilities available to Grantee to the extent it is technically and economically feasible to do so.

(b) Grantee shall have the authority to use City easements, public rights-of-way, Streets and other conduits for the distribution of Grantee's System. City may require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

3.) Franchise Term.

This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless renewed, revoked, terminated, shortened or extended as herein provided.

4.) Previous Franchises.

Upon acceptance by Grantee as required by Section 13 herein, this Franchise shall supersede and replace Ordinance No. ____ passed or adopted _____, 2013, granting a Franchise to Grantee to own, operate and maintain a Cable System within the CITY OF MILACA Franchise Area.

5.) Rules of Grantee.

The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise Agreement and to assure uninterrupted service to each and all of its

Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Minnesota, the CITY OF MILACA, or any other body having lawful jurisdiction thereof.

6.) Territorial Area Involved.

This Franchise is granted for a portion of the City of Milaca Franchise Area, as it exists from time to time. In the event of annexation by the City of Milaca, or as development occurs, any new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of ten (10) homes per one-quarter (1/4) cable mile. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides, Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas.

7.) Written Notice.

All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or the City of Milaca's Manager of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to the City: City of Milaca
 Attn: City Manager
 1205 Central Ave N
 Milaca, MN 56353

If to Grantee: Midcontinent Communications
 Attn: Nancy Vogel
 3901 N Louise Ave
 Sioux Falls, SD 57107

If to Grantee: Local Access Network, LLC
 Attn: General Manager
 2220 125th Street NW
 Rice, MN 56367-9701

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

8.) Drops to Public Buildings.

Grantee shall provide Installation of one (1) cable Drop, one (1) cable outlet and monthly Basic Service and Cable Programming Service without charge to those institutions listed below, and such other public or educational institutions located within one hundred fifty (150) feet of the System which the CITY OF MILACA may designate.

Milaca City Hall, Milaca Maintenance Building, Milaca Fire Hall, and
Milaca Library

No redistribution of the free Basic Cable Service provided pursuant to this Section shall be allowed. Additional drops and/or outlets in any of the above locations will be provided by Grantee at the cost of Grantee's time and material. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such installation meets Grantee's standards and provided that any fees for Cable Communications Services are paid. Nothing herein shall be construed as requiring Grantee to extend the System to serve additional institutions as may be designated by the City of Milaca. Grantee shall have one (1) year from the date of the City Council designation of additional institution(s) to complete construction of the drop and outlet.

SECTION 3.

CONSTRUCTION STANDARDS

- 1.) Construction Standards. If the system, or subsequent rebuilds or extensions, proposed for the Franchise area consist of fewer than one hundred (100) plant miles of cable:
 - (a) Within ninety (90) days of the granting of the Franchise, the Grantee shall apply for the necessary governmental permits, licenses, certificates, and authorizations;
 - (b) The energized trunk cable must be extended substantially throughout the authorized area within one (1) year after receipt of the necessary governmental permits, licenses, certificates, and authorizations and the Persons along the energized cable shall have individual Drops as desired during the same period of time; and
 - (c) The above-stated requirements may be waived by City only upon occurrence of acts beyond the reasonable control of Grantee or acts of God.
- 2.) Construction Codes and Permits.
 - (a) Grantee shall obtain all required permits from City before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within City. Grantee shall substantially comply with all state and local laws and building and zoning codes

currently or hereafter applicable to construction, operation or maintenance of the System in City and give due consideration at all time to the aesthetics of the property.

(b) The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

3.) Repair of Streets and Property. Any and all Streets or public property or private property, which are distributed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as approved by City in the case of Streets and other public property. If Grantee shall fail to promptly perform the restoration required herein, City shall have the right to put the streets, public, or private property back into good condition. The Grantee shall reimburse the City for such restoration, including all costs of collecting the same.

4.) Conditions on Street Use.

(a) Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

(b) All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or interfere with the proper use of Streets, alleys and other public ways and places, and to cause minimum interference with the rights of property owners who abut any of the said Streets, alleys and other public ways and places, and not to interfere with existing public utility installations. Upon written request, Grantee shall furnish to and file with City manager the maps, plats, and/or permanent records of the location and character of all facilities constructed, including underground facilities.

(c) If at any time during the period of this Franchise City shall elect to alter, or change the grade or location of any Street, alley or other public way, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the standards and specifications of City. If City reimburses other occupants of the Street; Grantee shall be likewise reimbursed.

(d) The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Street shall be so placed as to comply with all requirements of City.

(e) The Grantee shall, on request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

(f) The Grantee shall have the authority to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

(g) Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.

5.) Undergrounding of Cable

(a) In all areas of City where all other utility lines are placed underground, Grantee, where possible, shall construct and install its cables, wires and other facilities underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonable requires, but shall be of such size and design and shall be located as not to be unsafe.

(b) In any area of City where there are certain cables, wires and other like facilities of a public utility district underground and at least one operable cable, wire or like facility of a public utility or public utility district suspended above the ground from poles, Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole.

(c) Grantee shall be granted access to any easements granted to a public utility, municipal utility or utility district in any areas annexed by the City of new developments.

6.) Safety Requirements.

(a) The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

(b) The Grantee shall install and maintain its System wires, cables, fixtures and other equipment in substantial compliance with the requirements of the National Electric Safety Code and all FCC, state and local regulations, and in such manner that they will not interfere with any installations of City or of any public utility serving City.

(c) All System structures and all System lines, equipment and connections in, over, under and upon the Streets, sidewalks, alleys, and public ways and places of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any Person.

SECTION 4.

DESIGN PROVISIONS

1.) Minimum Channel Capacity. Grantee shall provide a System which utilizes at least 450 MHz equipment and which is capable of delivering a minimum of 54 channels within 60 months of the Effective Date of this Ordinance.

All programming decisions remain the sole discretion of Grantee provided that Grantee complies with federal law regarding notice to the CITY OF MILACA and Subscribers prior to any channel additions, deletions, or realignments, and further subject to Grantee's signal carriage obligations pursuant 47 U.S.C §§ 531-536. And subject to the CITY OF MILACA's rights pursuant to 47 U.S.C § 545. Grantee shall conduct programming surveys from time to time to obtain input on programming decisions from Subscribers.

2.) Operation and Maintenance of System. The Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall occur during periods of minimum use of the System.

3.) Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to cable communications systems pursuant to the Federal Communication Commission's rules and regulations and found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

4.) Special Testing. The CITY OF MILACA may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such locations(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. The CITY OF MILACA shall endeavor to so

arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The CITY OF MILACA shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations, which are the focus of concern. If, after such meetings and inspections, the CITY OF MILACA wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by the CITY OF MILACA. In the event that special testing is required by the CITY OF MILACA to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the System does not meet FCC technical specifications. If the testing reveals the System does meet FCC technical standards, then the cost of said test shall be borne by the CITY OF MILACA.

5.) Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

SECTION 5.

SERVICE PROVISIONS

1.) Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing its Cable Television Services within the CITY OF MILACA Franchise Area. Grantee shall have the right to market its cable services door-to-door during reasonable hours with local ordinances and regulation.

2.) Subscriber Inquiry and Complaint Procedures.

(a) Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests.

(b) Subscriber requests for repairs shall be performed, to the extent possible, within twenty-four (24) hours of the request unless conditions beyond the control of Grantee prevent such performance.

Subject to the privacy provisions of 47 U.S.C. 521 et. seq., the City of Milaca and Grantee shall prepare and maintain written records of all complaints made to them and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of the Grantee. Grantee shall upon request provide the City of Milaca with a written summary of such complaints and their resolution on a bi-annual basis.

SECTION 6.

PUBLIC ACCESS PROVISIONS

1.) Public Educational and Governmental Access.

(a) The CITY OF MILACA or its designee is hereby designated to operate, administer, promote, and manage access (public, education, and government programming) (hereinafter "PEG access") to the cable system established pursuant to this Section 6. Grantee shall have no responsibility whatsoever for PEG access except as expressly stated in this Section 6 or by a written agreement between the CITY OF MILACA and Grantee,

(b) Grantee shall dedicate one (1) channel for PEG access use on the system to be jointly used by the CITY OF MILACA and the City of Rice, which shall be activated immediately. All residential Subscribers who receive all or any part of the total services offered on the system shall be eligible to receive said access channel at no additional charge. Nothing herein shall be construed to diminish the CITY OF MILACA's rights pursuant to Minn. Stat. § 23 8.084, incorporated herein by reference.

(c) Pursuant to Section 6.1 (b) herein, the franchisee shall, to the extent of the system's available channel capacity, provide to each of its Subscribers who receives some or all of the services offered on the system, reception on at least one specially designated noncommercial public access channel available for use by the general public on a first-come, first-served nondiscriminatory basis. The VHS spectrum must be used for at least one of the specially designated noncommercial public access channels required in this paragraph.

(d) No charges may be made for channel time or playback of prerecorded programming on at least one of the specially designated noncommercial public access channels required by this paragraph. Personnel, equipment, and production costs may be assessed, however, for live studio presentations exceeding five minutes in length. Charges for those production costs and fees for use of other public access channels must be consistent with the goal of affording the public a low-cost means of television access.

(e) Whenever the specially designated noncommercial public access channel is in use during eighty (80) percent of the weekdays, Monday to Friday, for eighty (80) percent of the time during any consecutive three-hour period for six weeks running, and there is demand for use of an additional channel for the same purpose, the franchise shall then have six months in which to provide a new specially designated access channel for the same purpose, provided that provision of the additional channel or channels must not require the cable system to install converters. However, nothing in this section precludes the installation of converters by the system on a voluntary basis, or as a result of an agreement arrived at through negotiations between the parties to the franchise, or by a

potential access user who wishes to install converters in order to make use of an additional channel or channels.

(2) Access Rules.

(a) The CITY OF MILACA shall implement rules for use of any specially designated access channels. The initial access rules and any amendments thereto shall be maintained on file with the CITY OF MILACA and available for public inspection during normal business hours.

(b) Prior to the cable cast of any program on any PEG access channel established herein, the CITY OF MILACA shall require any Person who requests access (public, education and government) to the System to provide written certification in a form and substance acceptable to Grantee and the CITY OF MILACA which releases, defends, indemnifies, and holds harmless the CITY OF MILACA, Grantee and their respective employees, offices, agents, and assigns from any liability, cost damages and expenses, including reasonable expenses for legal fees, arising or connected in any way with said program.

SECTION 7.

OPERATION AND ADMINISTRATION PROVISIONS

1.) Franchise Fee. Grantee shall pay to the CITY OF MILACA a Franchise Fee in an annual amount equal to five percent (5%) of its annual Gross Revenues. Payments due the CITY OF MILACA under this provision shall be payable monthly. The payment shall be made within ninety (90) days of the end of each of Grantee's fiscal quarters together with a brief report showing the basis for the computation.

2.) Access to Records. The City shall have the right to inspect, upon reasonable notice, at any time during normal business hours, those records maintained by Grantee which relate to System operations and to Gross Revenues, subject to the privacy provisions of 47 U.S.C. 521 et. Seq.

SECTION 8.

GENERAL FINANCIAL AND INSURANCE PROVISIONS

1.) Indemnification of City.

(a) City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person,

arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System.

(b) Grantee shall indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of the franchise, except claims because of City's own programming.

(c) Nothing in this Franchise relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.

(d) In order for City to assert its rights to be indemnified, defended, and held harmless, City must with respect to each claim:

(1) Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;

(2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

(3) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph two (2) above.

2.) Insurance.

(a) As a part of the indemnification provided in Section 8.1, but without limiting the foregoing, Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of City in its capacity as such, its officers, elected officials, boards, commissions, agents and employees. The policy or policies shall name as additional insured City, and their capacity as such, their officers, agents and employees. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any one occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to any one person and One Million Dollars

(\$1,000,000) for property damage resulting from any one act or occurrence.
(The City of Milaca will receive copy of insurance certificate.)

(b) The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after thirty (30) days' advance written notice have been provided to City.

SECTION 9.

MISCELLANEOUS PROVISIONS

- 1.) Franchise Renewal. Any renewal of this Franchise shall be done in accordance with applicable federal, state and local laws and regulations.
- 2.) Work Performed by Others. All provisions of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise. Grantee shall provide notice to the CITY OF MILACA of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
- 3.) Amendment of Franchise Agreement. Grantee and the CITY OF MILACA may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 9.7 or at any other time if the CITY OF MILACA and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. The CITY OF MILACA shall act pursuant to local law pertaining to the ordinance amendment process.
- 4.) Compliance with Federal, State and Local Laws.
 - (a) If any federal or state law or regulation shall require or permit the CITY OF MILACA to perform any service or act or shall prohibit the CITY OF MILACA or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and the CITY OF MILACA shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws, and regulations regarding cable as they become effective.
 - (b) If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term,

condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

5.) Periodic Evaluation. The field of cable communication is rapidly changing and may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, in order to provide for a maximum degree of flexibility in this Franchise, and to help achieve a continued advanced and modern System, the following evaluation provisions shall apply:

(a) The CITY OF MILACA may require evaluation sessions at any time during the term of this Franchise upon thirty days written notice to Grantee, provided, however, there shall not be more than one review session during each four (4) year period commencing on the Effective Date of this Franchise.

(b) All evaluation sessions shall be open to the public and notice of sessions published in the same way as a legal notice. Grantee shall notify its Subscribers of all evaluation sessions by announcement on at least one (1) Basic Service channel of the System between the hours of 7:00 p.m. and 9:00 p.m. for five (5) consecutive days preceding each session.

(c) Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, line extension policies and any other topics the CITY OF MILACA and Grantee deem relevant.

(d) As a result of a periodic review or evaluation session, the CITY OF MILACA and Grantee may develop such changes and modifications to the terms and conditions of the Franchise, as are mutually agreed upon and which are both economically and technically feasible.

6.) Citizens Advisory Board. The CITY OF MILACA may appoint a citizen advisory body to monitor the performance of the Grantee pursuant to the Franchise and advise the CITY OF MILACA of same. As a result of any periodic evaluation session as promulgated in Section 9.5, the advisory board may submit a report to the CITY OF MILACA and Grantee assessing the Grantee's performance according to the terms of

the Franchise and make recommendations to the CITY OF MILACA regarding the System's operations.

7.) Grantee Acknowledgement of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes the CITY OF MILACA has the power to make the terms and conditions contained in this Franchise.

8.) Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. Any waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

9.) Administration of Franchise. The City Manager or other City designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law.

10.) Rights Cumulative. All rights and remedies given to City by this Franchise shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed.

SECTION 10.

SALE ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1.) City's Right to Revoke.

(a) In addition to all other rights, which City has pursuant to law or equity, City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required by 10.2B herein, it is determined that:

- (1) Grantee has violated any material provision of this Franchise; or
- (2) Grantee has attempted to evade any of the material provisions of the Franchise; or

(3) Grantee has practiced fraud or deceit upon City or Subscriber.

(4) City may revoke this Franchise without the hearing required by 9.2B herein if Grantee is adjudged a bankrupt.

2.) Procedures for Revocation.

(a) City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. Together with the notice required herein, City shall provide Grantee with written findings of fact which are the basis of the revocation.

(b) Grantee shall be provided the right to a public hearing affording due process before the City Council prior to revocation, which public hearing shall follow the sixty (60) day notice provided in paragraph (A) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

(c) After the public hearing and upon written determination by City to revoke the Franchise, Grantee may appeal said decision to an appropriate state or federal court or agency within sixty (60) days, or Council decision shall be deemed final.

(d) During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

(e) Upon satisfactory correction by Grantee of the violation upon which said notice was given as determined in the City's sole discretion, the initial notice shall become void.

3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee shall be responsible to the City for all damages resulting from the abandonment.

4.) Sale or Transfer of Franchise.

(a) No sale, transfer, or "fundamental corporate change" as defined in Minn. Stat. § 238.083, of this Franchise shall take place until the parties to the sale, transfer, or fundamental corporate change files a written request with City for its approval, provided, the consent of the City of Milaca should not be unreasonably withheld, and that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness.

(b) City shall have thirty (30) days from the time of the request to reply in writing and indicate approval of the request or its determination that a public hearing is necessary due to potential adverse effect on Grantee's Subscribers resulting from the sale or transfer. Such approval or determination shall be expressed by Council Resolution within thirty (30) days of receipt of said request, or the request shall be deemed approved as a matter of law.

(c) If a public hearing is deemed necessary pursuant to (B.) above, such hearing shall be commenced within thirty (30) days of such determination and notice of any such hearing shall be given in accordance with local law or fourteen (14) days prior to the hearing by publishing notice thereof once in the City's "Official Newspaper". The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by City. Said hearing may be continued only with Grantee's written consent.

(d) Within thirty (30) days after the closing of the public hearing, City shall approve or deny in writing the sale or transfer request. City shall set forth in writing with particularity its reason(s) for denying approval. City shall not unreasonably withhold its approval.

(e) The parties to the sale or transfer of the Franchise only, without the inclusion of the System in which substantial construction has commenced, shall establish that the sale or transfer of only the Franchise will be in the public interest.

(f) Any sale or transfer of stock in Grantee so as to create a new controlling interest in the System shall be subject to the requirements of this Section. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

(g) In no event shall a transfer or assignment of ownership or control be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City.

(h) In the event of any proposed sale or assignment pursuant to paragraph (A.) of this Section, City shall have the right of first refusal of any bona fide offer to purchase the System. Bona fide offer, as used in this Section, means an offer received by the Grantee which it intends to accept subject to City's rights under this Section. This written offer must be conveyed to City along with the Grantee's written acceptance of the offer contingent upon the rights of City provided for in this Section.

City shall be deemed to have waived its rights under this Section in the following circumstances:

(1) If it does not indicate to Grantee in writing, within 30 days of notice of a proposed sale or assignment, its intention to exercise its right of purchase; or

(2) It approves the assignment or sale of the Franchise as provided within this Section.

SECTION 11.

PROTECTION OF INDIVIDUAL RIGHTS

1.) Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex or age (however, they must be of legal age to enter into a contractual agreement). Grantee shall comply at all times with all other applicable federal, state, and city laws, and all executive and administrative orders relating to nondiscrimination.

2.) Subscriber Privacy.

(a) No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for such permission shall be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which shall be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type of classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

(b) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, or any other means, including but not limited to lists of the names and addresses of such Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available.

(c) Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing.

Confidentiality of such information shall be subject to the provision set forth in paragraph (B.) of this Section.

SECTION 12.

UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

- 1.) Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System.
- 2.) Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or government body or agency to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever.
- 3.) Penalty. Any firm, Person, group, company, corporation or government body or agency found guilty of violating this section shall be guilty of a misdemeanor. Each violation shall be considered a separate occurrence.

SECTION 13.

PUBLICATION EFFECTIVE DATE: ACCEPTANCE AND EXHIBITS

- 1.) Publication Effective Date. This Franchise shall be published in accordance with applicable Minnesota law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 13.2 (Costs of any required publications shall be paid by the Grantee.)
- 2.) Acceptance.
 - (a) Grantee shall accept this Franchise in writing. Such acceptance by the Grantee shall be deemed the grant of the Franchise for all purposes.
 - (b) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.
 - (c) Grantee shall accept this Franchise in the following manner:

(1) This Franchise will be properly executed and acknowledged by Grantee and delivered to the CITY OF MILACA.

(2) With its acceptance, Grantee shall also deliver any Access Capital Grant, performance and insurance certificate required herein that have not previously been delivered.

PASSED, AND ADOPTED THIS _____ DAY OF _____ 2013.

ATTEST:

CITY OF MILACA

By: _____

By: _____
Its: _____

ACCEPTED: This Franchise is accepted and we agree to be bound by its terms and conditions.

MIDCONTINENT COMMUNICATIONS

Dated: _____

By: _____
Its: _____

ACCEPTED: This Franchise is accepted and we agree to be bound by its terms and conditions.

LOCAL ACCESS NETWORK, LLC

Dated: _____

By: _____
Its: _____

ORDINANCE NO. 401

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

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the S-8 Supplement to the Code of Ordinances of the Political Subdivision, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of this Political Subdivision; and

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

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

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

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

Section 1. That the 2013 S-8 Supplement to the Code of Ordinance of the City of Milaca as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

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

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

Passed this 13th day of June, 2013.

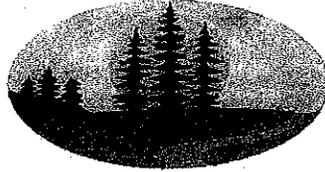
ATTEST

Mayor Harold Pedersen

Greg Lerud, City Manager

1st reading: _____
2nd reading: _____
Published: _____

CITY OF MILACA



255 1st ST E
MILACA MN 56353
(320) 983-3141
(320) 983-3142 FAX
www.cityofmilaca.org

APPLICATION FOR REZONING

Application is hereby made for Rezoning from (description of Rezoning)

Please see attached draft ord.
Ord. to allow mechanical units to be w/i ROW - similar to
Canopys

Address of Property: B-1 zoned area

Owner Name: _____

Owner Address: _____

Street Address

City

State

Zip Code

Telephone: () _____

Applicant's Name: City of Milaca

Applicant's Address: 255 First St. East

Street Address

City

State

Zip Code

Applicant Telephone: (320) 983-3141

The following information is submitted in support of this application as described on the attached "Rezoning Procedures".

Completed Application for Rezoning

Fee of \$200

Legal Description of property

Depending on the Rezoning requested, the following may be required:

_____ 16 copies of a Site Plan

_____ 16 copies of a Sign Plan

_____ 16 copies of any other appropriate plans or drawings

A narrative explaining the purpose of the request, the exact nature of the Rezoning, and the justification of the request.

Other

I fully understand that all of the above required information must be submitted at least 20 days prior to the Planning Commission meeting to ensure review by the Planning Commission on that date.

Applicant's Signature _____

Date 5-16-13

Comments/Revisions _____

Received By:

City Agent's Signature _____

Date 5-17-13

MILACA PLANNING COMMISSION

STAFF REPORT

Subject: 13-02 Amending Section 156.038 (C)

Applicant: City of Milaca

Location: Central Business District (B-1)

Request: Adding HVAC units to be allowed to extend 24 inches into the right-of-way

Date of Public Hearing: June 10, 2013

Reported By: Marshall Lind

Application Submitted:

The application for zoning amendment and a draft of the ordinance.

Comments:

The Ordinance that was drafted does not set a limit on the number of HVAC each building can have. Some of the buildings in the B-1 have 3-4 apartments and 1-2 commercial businesses on the main floor. So potentially there could be 4-6 HVAC units sticking out of the front of each building downtown. All the HVAC units sticking out of buildings in the downtown area does not add to the beautification of the downtown that the City has been striving for.

One business came and wanted to have a HVAC unit sticking out of their building, it was explained to that business that it is not allowed by ordinance to have a HVAC unit hanging over the right-of-way in the B-1. That business is the one that should have applied and paid for the ordinance change hearing, instead it is being applied for by the City Council.

Where this business wanted the HVAC unit, might not have looked that bad, but the ordinance change is for the whole B-1 zoning district and will affect the downtown area.

Staff Recommendation:

Staff would recommend denying the zoning amendment. A zoning amendment or change should be for the betterment of the City or the zoning district. Though the ordinance change will be for the whole B-1 zoning district, it appears that the change is for one business. I feel this change does not meet the criteria of the betterment of the City or the zoning district and a zoning change should not be for one business or one person.

CITY OF MILACA

ORDINANCE NO. 402

AN ORDINANCE AMENDING SECTION 156.038 (C) OF THE ZONING ORDINANCE, BY
MAKING CHANGES TO THE PLACEMENT OF HVAC UNITS

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

Section 156.038 (C) of the Zoning Ordinance of the City of Milaca is hereby amended as follows.

§ 156,038(C) *Special requirements.*

(3) Heating, Ventilation, Air Conditioning Units (HVAC), whether roof-mounted or wall-mounted, shall be located not less than eight feet above existing grade, and shall not project more than 24 inches beyond the vertical outside wall of the structure upon which they are mounted that is adjacent to a right-of-way. Each HVAC shall be equipped with a catchment basin to contain condensation, moisture, drippings or other residue of any kind, which shall drain by conduit to a disposal location within the building.

(4) Business signs and advertising devices shall be regulated by §§ 156.130 *et seq.*

Passed this ___ day of June, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

MILACA PLANNING COMMISSION

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MILACA WAS DULY HELD ON THE 8th DAY OF APRIL 2013, AT 255 1st ST. E. FOR THE PURPOSE OF PUBLIC HEARING AND REGULAR MEETINGS.

UPON ROLL CALL, THE FOLLOWING MEMBERS WERE PRESENT:

Warren Peterson X	Scott Harlicker X	Mike Cassens X	
Luke Kotsmith X	Jesse Gerads X	Arla Johnson X	Pam Novak X

EX-OFFICIO MEMBERS:

Marshall Lind, Building Official/ Zoning X

Wayne Bekius, Liaison X

Others Present: Bruce Cochran, Mille Lacs Count Engineer, Tom Baker, KW Commercial, Greg Lerud, City of Milaca Manager, Brian Swanson, Land Lease Dev., Brian Weidendorf, Land Lease Dev.

Public Hearing – for preliminary plat for Milaca Retail 1st Addition from Siemer Family Limited Partnership

Harlicker opened the public hearing and asked for comments or questions. Bruce Cochran, Mille Lacs County Engineer spoke about the traffic problems that exist and that this new development would add to the traffic problems at the intersection of 10th Ave and HWY 23.

Being no other comments or questions, the public hearing was closed.

The Regular Planning Commission was called to order

Lind explained that the existing property is zoned B-2, and that the new development was asking for one (1) lot with three (3) outlots. Lind explained that the lot size meets the zoning requirements of the City.

Cassen's stated that since the land is currently zoned B-2, it must have been planned for development at some time.

Kotsmith also expressed concerns with the traffic problem that currently exists and what more traffic would bring.

Peterson expressed that it would be good to have a second exit coming out across from Cty Rd. 2 onto HWY 23

Gerads made the motion to approve the preliminary plat for Milaca Retail 1st Addition, Cassens seconded the motion.

Motion **passed** unanimously.

Johnson made the motion to adjourn, Gerads seconded the motion.

Motion **passed** unanimously.

Minutes respectfully submitted by,

A handwritten signature in black ink, appearing to read 'MLD', written over the printed name 'Marshall Lind'.

Marshall Lind
Zoning Administrator

ORDINANCE NO. 380

AN ORDINANCE AMENDING UTILITY CONNECTION CHARGES

THE MILACA CITY COUNCIL ordains the following:

Subd. 1. The city establishes the following Residential Equivalency Charges (REC) so each user of the city water and sewer system shall be paying a fair price for their proportionate use of the system:

FACILITY	PARAMETER	REC UNITS
Apartment Buildings	3 unit	1
Automobile Service	2 service bays	1
Banquet Room	3,000 sq. ft. GFA	1
Barber Shop	4 chairs	1
Beauty Parlors	8 stations	1
Bowling alley	8 alleys	1
Car wash (self service)	1 stall	2
Car wash (automatic)	1 bay	4
Churches	300 seats	1
Clubs/Lodges	3,000 sq. ft.	1
Day Care Centers	20 people(clients and staff)	1
Gas station		1
Convenience Store	1,000 sq. ft GFA	1
Group Home	7 beds	1
Health club (showers)	1,000 sq. ft GFA	1
Health club (no showers)	3,000 sq. ft GFA	1
Laundromat	8 washing machines	1
Library	3,000 sq. ft	1
Liquor store (on-sale)	40 seats	1
Motel/Hotel	8 rooms	1
Museum	5,000 sq. ft GFA	1
Nursing Home	4 beds	1
Office (general)	5,000 sq. ft GFA	1
Office (medical/dental)	1,000 sq. ft GFA	1
Restaurant (full service)	12 seats	1
Restaurant (fast service)	30 seats	1
Retail stores	6,000 sq. ft. GFA	1
Schools	3,000 sq. ft. GFA	1
Swimming pools	900 sq. ft. pool area	1
Theaters	75 seats	1
Warehouses	20 employees	1



Communications System Subscriber Agreement

Between MILLE LACS COUNTY SHERIFF'S OFFICE and Authorized

Users Regarding:

Use of the ARMER Public Safety Radio Communications System,

Use, Maintenance and Repair of Subscriber Radios,

Administrative and Operational Support of the Subscriber Radio Fleet;

and,

Funding Plan for the Acquisition of Replacement Radio Equipment

THIS AGREEMENT made and entered into by and between MILLE LACS COUNTY, a political body, under the laws of the STATE OF MINNESOTA, hereinafter referred to as "MILLE LACS COUNTY" by and through its SHERIFF'S OFFICE, 640 3RD St. S.E, Milaca MN 56353, referred to herein as "MILLE LACS COUNTY SHERIFF'S OFFICE" and by _____, acting by and through its duly authorized representative, and hereinafter referred to as the "USER."

WITNESSETH:

WHEREAS, the MILLE LACS COUNTY SHERIFF'S OFFICE has a local subsystem on the ARMER Public Safety Radio Communications System, hereinafter referred to as "SYSTEM" (or System); and

WHEREAS, the MILLE LACS COUNTY SHERIFF'S OFFICE has provided for the capability of Cities, Agencies, Police, Fire, Departments of Public Works, Public School Districts, Local Ambulance Services and Other Authorized Users within the MILLE LACS COUNTY SHERIFF'S OFFICE to have access to the System; and

WHEREAS, the MILLE LACS COUNTY SHERIFF'S OFFICE bears primary responsibility for the health, security and integrity of the System and other communications systems; and

WHEREAS, the USER has elected to participate as a subscriber with end user radios operating on the System.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the MILLE LACS COUNTY SHERIFF'S OFFICE and the USER agree as follows:

1. PURPOSE AND INTRODUCTION

The purpose of this Agreement is to define the rights and obligations of the MILLE LACS COUNTY SHERIFF'S OFFICE and the USER with respect to the cooperative and coordinated purchase, maintenance, technical and administrative support of user radios and the use of portable, mobile, desktop and any other end user radios by the USER on the MILLE LACS COUNTY SHERIFF'S OFFICE's System.

The System is a multi-site general purpose wireless communications system designed to provide, among other things, 95% area coverage reliability for portable radio operation above ground level in light to medium buildings throughout most of MILLE LACS COUNTY. Reliability and security of the system is enhanced by the State of Minnesota and Mille Lacs County SHERIFF'S OFFICE providing for multiple system redundancies with backup power, a wide range of talk groups, electronic identification of all radios on all transmissions, 99.999% microwave system reliability, encryption availability, system security, radio interoperability, 24 hour a day system monitoring and repair response.

Other USER benefits and services include access to radio coverage in a wide area surrounding MILLE LACS COUNTY. USERS also have access to a pool of special event radios and USER radio user training.

2. DUTIES AND RESPONSIBILITIES OF USER

2.1 Conformance to Statewide Radio Board (SRB), and MILLE LACS COUNTY SHERIFF'S OFFICE Standards

USER agrees to be aware of and conform to all applicable standards, policies, procedures and protocols established or amended by the SRB, MILLE LACS COUNTY SHERIFF'S OFFICE and related use of the System including but not limited to radio user training requirements, radio operating guidelines, audits, monitoring and compliance.

2.2 Conformance to Federal Laws and Regulations

USER agrees to be aware of and conform to all applicable Federal Rules, Regulation and Laws pertaining to use of the System including but not limited to the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules and Regulations.

2.3 Response to Improper Use

In the event the MILLE LACS COUNTY SHERIFF'S OFFICE informs USER that statistical analysis of System usage or other information indicates that USER personnel may have inappropriately used the System, or may have violated standards, policies, procedures, rules, regulations or laws regarding proper operation of the System, or may have violated the provisions of this Agreement, USER agrees to take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence.

2.4 Radio Equipment, Maintenance and Repair Fees

USER agrees to pay to MILLE LACS COUNTY SHERIFF'S OFFICE all fees assessed to USER by MILLE LACS COUNTY SHERIFF'S OFFICE throughout the term in accordance with a fee established by the Mille Lacs County Board of Commissioners for any and all other related equipment furnished to USER by MILLE LACS COUNTY SHERIFF'S OFFICE under this Agreement. The specific fee schedule established by MILLE LACS COUNTY and the list of equipment and services provided, and available, to USER shall be detailed in Appendix A attached hereto, with Appendix A made a part of this Agreement. If not electing coverage at the "All Inclusive" level, user agrees to further pay MILLE LACS COUNTY SHERIFF'S OFFICE for any time and material charges for consumables and repairs not covered under service Tier chosen by USER. The hourly rates for time and materials are subject to annual adjustment and are effective upon notice to the USER.

2.5 Subscriber Fleet Support Fees

USER agrees to pay MILLE LACS COUNTY SHERIFF'S OFFICE all Subscriber Fleet Support Fees selected by USER. MILLE LACS COUNTY, in accordance with a cost recovery fee established by MILLE LACS COUNTY BOARD OF COMMISSIONERS for costs including but not limited to programming, software updates, technical support, administrative support, configuration support, access to the special event shared pool of radios, training support and other costs attributable to USER's participation under this Agreement. The Subscriber Fleet Support Fees are subject to annual adjustment and shall be detailed in Appendix A.

2.6 Pass through Statewide Radio Board User Fees

USER agrees to pay to MILLE LACS COUNTY SHERIFF'S OFFICE all user fees which become attributable to USER and are assessed to the MILLE LACS COUNTY SHERIFF'S OFFICE, or its successor entity if applicable. Any fees which are assessed to the MILLE LACS COUNTY SHERIFF'S OFFICE that cannot be attributable to any single USER will be distributed among, and payable by all USERS on a per Radio basis. The MILLE LACS COUNTY SHERIFF'S OFFICE user fees detailed in Appendix A do not include such fees which may be attributable to user and charged by any entity such as the Statewide Radio Board.

2.7 Invoicing and Payment Terms

MILLE LACS COUNTY SHERIFF'S OFFICE will invoice USER monthly, or at other intervals as determined by MILLE LACS COUNTY SHERIFF'S OFFICE, for all fees specified herein. Principal and interest charges for equipment will commence when the MILLE LACS COUNTY SHERIFF'S OFFICE is invoiced by the equipment supplier. All other fees specified in this Agreement will commence as follows: For radios activated on or before the 15th of the month, USER will be charged for the entire month. For radios activated after the 15th of the month, the fees will commence on the first day of the following month on a pro rated basis. Payment of all fees herein shall be made directly to the MILLE LACS COUNTY SHERIFF'S OFFICE within thirty-five (35) days from receipt of the invoice.

2.8 Flow Down Statewide Radio Board Contract Provisions

USER agrees to comply with all applicable flow down provisions contained in this Agreement, as amended, between the MILLE LACS COUNTY SHERIFF'S OFFICE and the Statewide Radio Board,

(SRB). Such flow down provisions, including any amendments thereto, is hereby incorporated herein as being part of this Agreement by this reference.

2.9 Provisional Use of USER Purchased and Owned Radios and Radio Software

USER may utilize radios purchased and owned by USER on the System provided that such radios and radio operating software versions are specifically certified for use on the System by the MILLE LACS COUNTY SHERIFF'S OFFICE and the Statewide Radio Board. Non-certified radios or radios operating with non-certified software versions will not be allowed to access or use the System.

2.10 De-certification and Disposition of Obsolete Radios or End of Life Radio's

The Statewide Radio Board, and MILLE LACS COUNTY SHERIFF'S OFFICE may de-certify radios and/or radio operating software versions which become obsolete for reasons including but not limited to: become unsafe to use, impair System performance, are no longer supported by the radio Manufacturer, are no longer supported by the MILLE LACS COUNTY SHERIFF'S OFFICE, exhibit substantial defects, exhibit performance deficiencies, impair implementation of System upgrades, become unreliable, become economically unfeasible to maintain, etc. Except in those cases affecting safety or performance impacts to the System, MILLE LACS COUNTY SHERIFF'S OFFICE will make reasonable efforts to avoid de-certification of radios to USER which have not been fully depreciated and to provide USER with at least one (1) year of advance notice prior to the effective date of radio or software version de-certification. De-certified radios or radios operating with de-certified software versions will not be allowed to access or use the System. USER agrees to dispose of obsolete radios, batteries and other equipment in its possession in accordance with applicable laws and rules regarding disposal of hazardous materials should disposal of such equipment become necessary.

2.11 Limitation of Radio Programming, Radio Code Plug Programming Files and System Key File

Regardless of ownership, all radios on the System shall be programmed only by the MILLE LACS COUNTY SHERIFF'S OFFICE, and shall retain an archived electronic copy of all radio code plugs programming files and encryption key files installed in all USER radios covered under this Agreement. The configuration of all radio code plug programming files and radio templates shall be subject to approval by the MILLE LACS COUNTY SHERIFF'S OFFICE before the radios will be activated on the System. All radio code plug programming files, system key files and encryption key files are the sole property of the MILLE LACS COUNTY SHERIFF'S OFFICE, and contain information that is classified as security information and non-public government data. Unless specifically authorized by the MILLE LACS COUNTY SHERIFF'S OFFICE in writing, USER may not directly or indirectly, or permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any radio code plug programming file, system key file or encryption key file for any radio on the System. In the event USER learns that any party has improperly or fraudulently obtained radio code plug programming files information, system key files or encryption key files, USER will immediately notify MILLE LACS COUNTY SHERIFF'S OFFICE of the security breach.

2.12 Payment for Damaged Radios

USER agrees to promptly pay MILLE LACS COUNTY SHERIFF'S OFFICE for all costs incurred to repair radios on loan, or otherwise provided, to USER which become damaged for any reason while issued to USER, excluding normal wear and tear which is included in the MILLE LACS COUNTY SHERIFF'S OFFICE's maintenance program, and also excluding damage which occurs while the radios are in the possession of MILLE LACS COUNTY SHERIFF'S OFFICE.

2.13 Risk of Loss for Lost, Stolen or Destroyed Radios

Nothing in this Agreement shall be deemed to insure USER'S owned or possessed radios, equipment or materials against any loss. USER assumes full risk of loss for MILLE-LACS-COUNTY-SHERIFF'S OFFICE-provided radios assigned to USER including special event and repair loaner radios temporarily assigned to USER which are lost, stolen, and physically un-repairable or destroyed for any reason excluding damage which occurs while the radios are in the possession of MILLE LACS COUNTY SHERIFF'S OFFICE. USER will be invoiced, and agrees to pay, the remaining amount of the non-depreciated balance, including interest, for any lost, stolen or destroyed radios permanently assigned to it. Assessment of subscriber fleet support fees and All Inclusive or Tier 1 fixed maintenance fees will

continue to be payable by USER unless the lost, stolen or destroyed Radio is not replaced by MILLE COUNTY SHERIFF'S OFFICE and USER does not access the system with a replacement radio purchased by USER. USER further agrees to pay for any lost, stolen or destroyed radios temporarily assigned to USER based on the replacement value as determined by the MILLE LACS COUNTY SHERIFF'S OFFICE.

2.14 Notification to MILLE LACS COUNTY SHERIFF'S OFFICE of Lost or Stolen Radios

USER agrees to immediately notify MILLE LACS COUNTY SHERIFF'S OFFICE of any missing, lost or stolen radios, so the radio can be deactivated on the system.

2.15 Radios Not Economical to Repair

A USER radio which is covered under the annual All Inclusive or Tier 1 fixed fee maintenance and repair services program listed in Appendix A which has malfunctioned, broken or failed, excluding a radio that is damaged, lost, stolen, destroyed or physically un-repairable as described in sections 2.12 and 2.13 above, and which the MILLE LACS COUNTY SHERIFF'S OFFICE determines cannot be economically repaired, by mutual agreement may either be: (1) replaced by MILLE LACS COUNTY SHERIFF'S OFFICE with a used radio of comparable age, value and condition if available; or (2) considered an obsolete radio, deactivated and terminated from the maintenance program with no additional fees payable by USER. In the event the replacement option is chosen, the used replacement radio may, at MILLE LACS COUNTY SHERIFF'S OFFICE's option, be reconditioned or rebuilt from salvaged parts and the MILLE LACS COUNTY SHERIFF'S OFFICE shall retain or assume ownership of the original failed radio and such radio may be salvaged for spare parts, rebuilt or otherwise disposed of by MILLE LACS COUNTY SHERIFF'S OFFICE. Further, if the failed radio is a MILLE LACS COUNTY SHERIFF'S OFFICE owned radio to USER, and the deactivate and terminate option is chosen, the MILLE LACS COUNTY SHERIFF'S OFFICE shall also retain ownership and disposition rights of the failed radio.

2.16 Assignment of Equipment or Signal

No USER may assign equipment delivered to it by the MILLE LACS COUNTY SHERIFF'S OFFICE to any person, party or entity unless the assignee, or the entity to whom an assignment is made, has a subscriber agreement in effect with the MILLE LACS COUNTY SHERIFF'S OFFICE prior to, and including, the date of any assignment and further provided that the assignee agrees in writing to assume all responsibilities entered into by the assignor under this agreement including making all applicable payments to the MILLE LACS COUNTY SHERIFF'S OFFICE including any remaining payments required under the terms of the original agreement between USER and the MILLE LACS COUNTY SHERIFF'S OFFICE.

Rebroadcast of any signal obtained by accessing the System, regardless of how, where, or under what circumstance the signal is obtained, is prohibited.

2.17 Prepayment of Equipment

USER may pay off the remaining amount of the non-depreciated balance, including any payable interest, at any time during the term without any additional prepayment penalty. Title to the equipment, if any, shall transfer to the USER upon such payoff subject to the provisions of section 3.2.

2.18 Re-election of Service Level

Re-election of an initially agreed upon service level shall be deemed a cancellation but may, subject to the provisions of Section 4.3, be allowed by mutual agreement of the parties.

2.19 No Substitute for Insurance

Although All Inclusive benefits include the maintenance of a savings plan intended for the acquisition of future radios by USER neither it, nor Tier 1, Tier 2 or USER Owned service or maintenance plans insure USER against loss. USER is responsible for providing all necessary insurance for Radios and other Radio related materials and equipment supplied, delivered or in any way provided to it by the MILLE LACS COUNTY SHERIFF OFFICE.

2.19(a) All Inclusive and Tier 2 End of Life Savings Plan Balance The balance of USER'S savings plan no matter how described or titled shall operate as the limit of any benefit owed to USER. Such balance shall never be refunded to USER but may be applied, with the approval of USER and the MILLE LACS COUNTY SHERIFF, to the acquisition of new Radio, or related Radio equipment and materials, for USER. No interest shall be credited to USER as part of determining the balance of USER'S savings plan.

3. DUTIES AND RESPONSIBILITIES OF MILLE LACS COUNTY SHERIFF'S OFFICE

3.1 Furnishing of End User Radios

MILLE LACS COUNTY SHERIFF'S OFFICE will periodically solicit orders for new, additional and replacement radios from USER. This will normally occur on an annual basis, however, USER may request radios at any time. Subject to budget availability and approval by the Board of MILLE LACS COUNTY/MILLE LACS COUNTY SHERIFF'S OFFICE, Board of Commissioners, on USER's behalf, MILLE LACS COUNTY SHERIFF'S OFFICE will purchase radios, receive, inventory, inspect, test, program and upon request may install radios as requested by USER. MILLE LACS COUNTY SHERIFF'S OFFICE will assist USER in selecting and ordering radios that are purchased directly by USER for use on the System but USER acknowledges that such assistance of the MILLE LACS COUNTY SHERIFF'S OFFICE shall not create any warranties between the USER, the MILLE LACS COUNTY SHERIFF'S OFFICE nor MILLE LACS COUNTY or any of its Commissioners, Agents, Employees or Representatives.

3.2 Financing of End User Radios and Transfer of Title

Subject to budget availability and approval by the Mille Lacs County Board of Commissioners and MILLE LACS COUNTY SHERIFF'S OFFICE, the MILLE LACS COUNTY SHERIFF'S OFFICE may finance the purchase of radios for USER's public safety operations (police, fire, EMS, Public Works, or emergency management) as requested by USER. The expected useful life of the equipment purchased shall be as determined by MILLE LACS COUNTY SHERIFF'S OFFICE. Interest cost shall be listed in Appendix A and shall be added to the equipment cost. The combined cost for equipment purchased by the Mille Lacs Board of Commissioners shall include the amount financed and the interest. The combined cost will be prorated over the period of the expected useful life of the equipment to determine the amount owed annually by USER for equipment but this amount does not include the cost of annual subscriber fees unless expressly stated as being included in the amount owed annually by USER. Upon completion of payment of all principal and interest fees to MILLE LACS COUNTY SHERIFF'S OFFICE, and execution by USER of any applicable Software License Agreements or Assignment of Rights Agreements regarding use of embedded software, MILLE LACS COUNTY SHERIFF'S OFFICE shall transfer the title of the equipment, if any, to USER.

3.3 Radio Maintenance and Repair Services

MILLE LACS COUNTY SHERIFF'S OFFICE will provide 3 options of maintenance and repair services for USER radios. The available options are entitled: All Inclusive, Tier 1, Tier 2 and include the services and benefits described, for the fees identified, in Appendix A attached or later amended and hereby incorporated by reference. The fees associated with each maintenance and repair service option will be determined by the MILLE LACS COUNTY SHERIFF'S OFFICE. A fee determination will be based on, but not limited to, consideration of: model and age of the radio, availability of replacement parts and software, availability of technicians. Any change to the fees associated with each maintenance and repair option will be effective upon notice to USER and such changes will appear in Appendix A as amended.

3.3(a) All Inclusive; Tier 1. The fixed annual fee for Tier 1 service includes all parts, labor and other costs to provide maintenance and repair for internally malfunctioning radios and normal wear and tear. Normal wear and tear is that anticipated degradation which normally occurs to the equipment in the regular course of work for the job position, assuming the user takes reasonable care and precaution. Tier 1 service excludes consumables such as batteries, antennas, and radio accessories. Repairs beyond internal malfunctions and normal wear and tear including damage caused by negligence or accidental damage such as fire, water immersion, crushing, dropping from a moving vehicle, etc., and

consumables will be assessed on a time and materials basis in addition to the fixed annual Tier 1 maintenance fee. Unless specifically excluded by MILLE LACS COUNTY SHERIFF'S OFFICE, all radios assigned for public safety operations on the System under this Agreement, regardless of ownership, will be provided with Tier 1 maintenance service by MILLE LACS COUNTY SHERIFF'S OFFICE and will be allocated the annual fixed costs. Repair of Tier 1 radios may have a higher priority over Tier 2 radios if there is a backlog of repair work.

All Inclusive and Tier 1 service also includes access to the shared pool of repair loaner radios. USER may receive a temporary loaner radio to replace a radio taken out of service for maintenance or repair if the failed radio is covered under the Tier 1 annual fixed fee maintenance and repair services program listed in Appendix A.

3.3(b) Tier 2; User Owned. Tier 2 service will be provided on a time and materials basis and USER will be charged for costs associated with the time and materials used to accomplish such repair. USER owned radios assigned for non-public safety operations will be able to obtain Tier 2 maintenance services from MILLE LACS COUNTY SHERIFF'S OFFICE by mutual agreement of the parties.

3.4 Special Event Radios

MILLE LACS COUNTY SHERIFF'S OFFICE may maintain a fleet of radios which will be made available to USER subscribing at the All Inclusive or Tier 1 levels, generally on a first come first serve basis, for temporary assignment for special events, response to emergencies, or other similar events. If there are more requests for loaner radios than can be accommodated, the MILLE LACS COUNTY SHERIFF'S OFFICE will prioritize allocations and may require that USER return repair loaner and special event radios early.

3.5 Allocation of System Resources

MILLE LACS COUNTY SHERIFF'S OFFICE will make reasonable efforts to allocate to USER, on a fair and non-discriminatory basis, sufficient System resources including Talk Groups, Announcement Groups, Radio Unit IDs, Alias IDs, etc. in order to provide USER with an equivalent grade of service afforded to other comparable System users.

3.6 Monitoring of USER Talk Groups

MILLE LACS COUNTY SHERIFF'S OFFICE will periodically monitor talk groups allocated to USER for USER's internal use for system management purposes including but not limited to maintenance, troubleshooting, system performance assessments, unusual traffic patterns (sudden jump in usage), policy and procedure compliance checks, etc. MILLE LACS COUNTY SHERIFF'S OFFICE monitoring of USER's talk groups may occur at any time, for any duration, may be without notice and is subject to recording.

3.7 Radio Operator Training

Where disclosure of such materials is authorized, MILLE LACS COUNTY SHERIFF'S OFFICE will provide USER with access to end user radio training instructional materials provided to MILLE LACS COUNTY SHERIFF'S OFFICE from the manufacturer, service provider, MILLE LACS COUNTY SHERIFF'S OFFICE or other sources. For the deployment of immediate and near term radios as defined in the MILLE LACS COUNTY SHERIFF'S OFFICE's Radio Purchasing and Deployment Plan, MILLE LACS COUNTY SHERIFF'S OFFICE will assist USER in training USER's personnel by providing a agency/department radio trainer (or trainers) to work in conjunction with a USER provided trainer (or trainers) to deliver training to USER's radio operators. Once the near term deployment is completed, USER will have primary responsibility for training new employees and for providing refresher training.

3.8 Database Administration

MILLE LACS COUNTY SHERIFF'S OFFICE will manage and administer the System database records containing the information related to inventory, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, etc. for USER's subscriber radios used on the System.

3.9 Radio Station Licenses

MILLE LACS COUNTY SHERIFF'S OFFICE shall hold and administer all FCC licenses on behalf of all users of the System. USER shall operate as authorized mobile, portable and control station units under the MILLE LACS COUNTY SHERIFF'S OFFICE's FCC radio station licenses.

4. TERM AND CANCELLATION

4.1 Term of Agreement

This Agreement shall be for an initial term beginning on the date executed by the MILLE LACS COUNTY SHERIFF'S OFFICE and continuing through January 1, 2024. After the initial term and any subsequent extensions thereto, this Agreement will automatically be extended for an additional one (1) year term, unless either party gives written notice of intent not to extend to the other party, at least one hundred twenty (120) days prior to the expiration of the then current term including agreements or extensions.

4.2 Cancellation of Agreement

This Agreement may be canceled with or without cause by either party upon one hundred eighty (180) days' written notice, provided that any such cancellation by MILLE LACS COUNTY SHERIFF'S OFFICE shall require action by the Board of Mille Lacs County Commissioners. Regardless of notice, if USER ceases to exist through any process including disbanding, this agreement shall be canceled upon notice described or, in any event, deemed cancelled no later than USER'S termination of existence. For purposes of this Section, USER means the agency to whom Radios are directly assigned but not necessarily the entity, or municipality, who may sponsor the entity.

4.3 Actions Upon Cancellation

Upon expiration or cancellation of this Agreement as provided for herein, USER shall either: 1. Return or assign all radios, equipment and materials not purchased by USER to the MILLE LACS COUNTY SHERIFF'S OFFICE; 2. Assign all USER-owned equipment in writing to another authorized user who has a subscriber agreement in effect on, or prior to the date of such assignment, with the MILLE LACS COUNTY SHERIFF'S OFFICE as provided for in paragraph 2.16 of this Agreement; or, 3. Pay MILLE LACS COUNTY SHERIFF'S OFFICE the remaining amount of the non-depreciated balance, including interest, which has not been paid to the MILLE LACS COUNTY SHERIFF'S OFFICE or MILLE LACS COUNTY under payments as provided for in paragraph 2.17 of this Agreement; and, temporarily deliver all radios to the MILLE LACS COUNTY SHERIFF'S OFFICE so all necessary changes can be made to disable the radio from use on the System with such changes including, but not limited to, deleting programming, fleet maps, code plugs, etc.. Regardless of which action is chosen by USER, USER shall cease all use of the System including using the System with radios owned by USER.

No refund in any amount will be provided or returned to USER unless expressly authorized by MILLE LACS COUNTY.

4.3(a) All Inclusive Cancellation

All Inclusive benefits include the maintenance of savings plan intended for the acquisition of future radios by USER. The amount applied annually toward the acquisition of future radios shall be the difference between the All Inclusive and Tier 1 fees as described in Appendix A. If this agreement is cancelled because USER ceases to operate or provide services to the public through any process including disbanding, all fees collected from USER for the maintenance of USER'S savings plan, including the balance, become the property of MILLE LACS COUNTY to be used at the direction of the MILLE LACS COUNTY SHERIFF'S OFFICE for the benefit of the System unless this agreement is assigned under Section 2.16 within 30 days of the date of cancellation and the MILLE LACS COUNTY SHERIFF'S OFFICE determines USER'S successor provides substantially the same services to the public as USER.

If USER does not cease to operate or provide services to the public but desires to re-elect a service and benefit level other than All Inclusive, all fees collected from USER for the maintenance of USER'S savings plan, including the balance, will be held for USER in a non-interest bearing account on USER'S behalf but cannot be applied to pay any fees associated with a reduction of service or benefit level nor returned to USER. Once the MILLE LACS COUNTY SHERIFF'S OFFICE determines USER'S radios

are obsolete, lost, damaged beyond repair or otherwise in need of replacement, MILLE LACS COUNTY can access USER'S account balance for the purpose of providing radios to USER. To be eligible for this benefit, USER cannot have ceased to operate or stopped providing services to the public and must have an active subscriber agreement in effect with the MILLE LACS COUNTY SHERIFF'S OFFICE prior to, and including, the date USER'S radios are deemed obsolete, lost, damaged beyond repair or otherwise in need of replacement or such replacement radios are actually delivered to USER whichever date is later.

4.3(b) Tier 2 End of Life Savings Plan Cancellation

The Tier 2 End of Life Savings Plan (herein after "End of Life Savings Plan") is not a benefit of this Subscriber Agreement but a budgeting opportunity available only to a USER who is enrolled in a Tier 2 radio support level. Those agencies not electing All Inclusive coverage but still seeking maintenance of a savings plan intended for the acquisition of future radios by USER may contribute to a Tier 2 End of Life Savings Plan at a rate and in such quantities as described in Appendix A. If this agreement is cancelled because USER ceases to operate or provide services to the public through any process including disbanding, all fees collected from USER for the maintenance of USER'S End of Life Savings Plan, including the balance, become the property of MILLE LACS COUNTY to be used at the direction of the MILLE LACS COUNTY SHERIFF'S OFFICE for the benefit of the SYSTEM unless this agreement is assigned under Section 2.16 within 30 days of the date of cancellation and the MILLE LACS COUNTY SHERIFF'S OFFICE determines USER'S successor provides substantially the same services to the public as USER.

If USER does not cease to operate or provide services to the public but desires to re-elect participation in the End of Life Savings Plan, all fees collected from USER for maintenance of USER'S End of Life Savings Plan, including the balance, will be held for USER in a non-interest bearing account on USER'S behalf but cannot be applied to any fees associated with providing service or benefits to USER nor returned to USER. Once the MILLE LACS COUNTY SHERIFF'S OFFICE determines USER'S radios are obsolete, lost, damaged beyond repair or otherwise in need of replacement, MILLE LACS COUNTY can access USER'S End of Life account balance for the purpose of providing radios to USER. To be eligible to have End of Life account monies be used for the purpose of providing radios to USER, USER cannot have ceased to operate or stopped providing services to the public and must have an active subscriber agreement in effect with MILLE LACS COUNTY SHERIFF'S OFFICE prior to, and including, the date End of Life account monies are accessed to provide radios to USER or such radios are actually delivered to USER whichever date is later. End of Life account monies cannot be accessed to provide radios to USER unless the MILLE LACS SHERIFF'S OFFICE determines USER'S radios are obsolete, lost, damaged beyond repair or otherwise in need of replacement.

5. MERGER AND MODIFICATION

5.1 Entire Agreement

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

5.2 Amendments to Agreement

Any alterations, variations, modifications, or waivers of provisions of this Agreement, except for revisions to Appendix A as provided for below, shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

5.3 Appendix A Revisions

Appendix A shall be updated by MILLE LACS COUNTY SHERIFF'S OFFICE, and provided to USER annually, or at other times as deemed necessary by MILLE LACS COUNTY SHERIFF'S OFFICE, to reflect any changes to Appendix A and may include changes to the list of available equipment, rates,

fleet support fees, maintenance fees, MILLE LACS COUNTY SHERIFF'S OFFICE user fees, and the list of equipment currently under to USER.

6. DEFAULT

6.1 If either party fails to perform any material term of this Agreement, this shall constitute a default. Unless the USER's default is excused by the MILLE LACS COUNTY SHERIFF'S OFFICE, the MILLE LACS COUNTY SHERIFF'S OFFICE may upon written notice immediately cancel this Agreement in its entirety. Unless the MILLE LACS COUNTY SHERIFF'S OFFICE's default is excused by the USER, the USER may upon thirty (30) days' written notice cancel this Agreement in its entirety. Unless doing so would adversely effecting safety (including officer safety), each party shall be provided with a reasonable opportunity to cure an alleged default.

6.2 In the event the MILLE LACS COUNTY SHERIFF'S OFFICE cancels this Agreement due to USER's default, USER shall return all equipment and other materials provided to USER by MILLE LACS COUNTY SHERIFF'S OFFICE, pay MILLE LACS COUNTY SHERIFF'S OFFICE the remainder of the balance of the original cost of the equipment which has not been recovered under payments and USER shall cease all use of MILLE LACS COUNTY SHERIFF'S OFFICE's System. In the event the USER cancels this Agreement due to the MILLE LACS COUNTY SHERIFF'S OFFICE's default, USER shall return all equipment and other materials provided to USER by MILLE LACS COUNTY SHERIFF'S OFFICE and USER shall cease all use of MILLE LACS COUNTY SHERIFF'S OFFICE's System.

6.3 Notwithstanding any provision of this Agreement to the contrary, the defaulting party shall not be relieved of liability to the other party for damages sustained by the non defaulting party by virtue of any breach of this Agreement by the defaulting party.

6.4 The above remedies shall be in addition to any other right or remedy available under this contract, law, statute, rule, and/or equity.

6.5 The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Independent Parties

It is mutually understood that this Agreement does not create an employment relationship between the parties, nor does it create a partnership or joint venture, nor does it constitute a cooperative agreement or joint powers agreement.

7.2 Liability and Indemnification

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The MILLE LACS COUNTY SHERIFF'S OFFICE and the USER's liability is governed by the provisions of Minnesota Statutes Chapter 466. USER further agrees to indemnify, defend and hold MILLE LACS COUNTY, its agents, officers, employees, directors, assigns or representatives harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent such a claim is alleged to arise out of, or in any way relate to, any claim, action or proceeding brought by any party, including USER.

7.3 Data Privacy

USER, its officers, agents, owners, partners, employees, volunteers or subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

7.4 Records – Availability/ Access

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, or as may be amended, the USER agrees that the MILLE LACS COUNTY SHERIFF'S OFFICE, the State Auditor, the Legislative Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the USER and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

7.5 Contract Administration

In order to coordinate the services of the USER with the activities of the MILLE LACS COUNTY SHERIFF'S OFFICE so as to accomplish the purposes of this contract, Mille Lacs County Sheriff, or his/her designee, shall manage this contract on behalf of the USER and serve as liaison between the MILLE LACS COUNTY SHERIFF'S OFFICE and the USER.

7.6 Notices

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the MILLE LACS COUNTY SHERIFF'S OFFICE shall be sent to the MILLE LACS COUNTY SHERIFF'S OFFICE Administrator with a copy to the Office of the MILLE LACS COUNTY SHERIFF'S OFFICE at the address given below. Notice to the USER shall be sent to the address stated below.

Copy to:
MILLE LACS COUNTY SHERIFF'S OFFICE
640 3rd St. S.E.
Milaca, MN 56353

USER: _____ City of: _____

7.7 Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the MILLE LACS COUNTY SHERIFF'S OFFICE of Mille Lacs County, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

7.8 Mediation

The MILLE LACS COUNTY SHERIFF'S OFFICE and USER agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

7.9 Force Majeure

In no event will MILLE LACS COUNTY, MILLE LACS COUNTY SHERIFF, their agents, officers, or employees be liable to USER for any damages traceable to this agreement, whether directly or indirectly, caused by events beyond their control, including, but not limited to: acts or omissions of USER, its agents, employees or contractors; acts of God; acts of the a public enemy; acts of the United States, a state or other political subdivision; fire, flood or other natural disasters; accidents; wars; labor disputes or shortages; inability to obtain material, power, equipment or transportation.

7.10 Severability

A declaration by any court, or other binding legal source, that any provision of this Agreement or any attachment is illegal and void, will not affect the legality and enforceability of any other provisions of this Agreement or attachment unless the provisions are mutually dependent.

8. WAIVER/NON-WAIVER

8.1 System access

Any system access requires execution of this agreement by USER. The terms of this agreement which apply to use of, and access to, the system cannot be waived by USER.

8.2 Maintenance/Service Plan; Replacement Funding

This document shall not be deemed executed until USER indicates the maintenance/service and funding plan USER selects. USER understands once a Radio in its possession is deemed obsolete, lost, stolen or damaged beyond repair USER will be responsible for fully funding its replacement unless USER is enrolled in this agreement in the All Inclusive plan.

This Portion of Page Intentionally Left Blank

MILLE LACS COUNTY SHERIFF'S OFFICE ADMINISTRATOR APPROVAL

USER, having signed this contract, and the MILLE LACS COUNTY SHERIFF'S OFFICE having duly approved this contract on the ____ day of _____, _____, and pursuant to such approval, the proper MILLE LACS COUNTY SHERIFF'S OFFICE officials having signed this contract, the parties hereto agrees to be bound by the provisions herein set forth.

Reviewed by MILLE LACS COUNTY SHERIFF'S OFFICE MILLE LACS COUNTY Attorney
Attorney's Office: STATE OF MINNESOTA

MILLE LACS COUNTY Attorney

By: _____
Mille Lacs County Sheriff

Date: _____

USER

By: _____

and

By: _____
Title

City organized under:

Statutory _____ Option A _____ Option B _____ Charter _____

IF THE CONTRACT IS WITH A CITY USE THIS SIGNATURE PAGE. IF A CITY IS ORGANIZED UNDER THE STATUTORY STANDARD FORM OR UNDER OPTIONAL PLAN A, THE MAYOR AND CLERK MUST SIGN AND THE CORPORATE SEAL MUST BE AFFIXED; UNDER OPTIONAL PLAN B, THE MAYOR AND CITY MANAGER MUST SIGN; UNDER CHARTER, INQUIRE OF CITY WHO IS AUTHORIZED TO SIGN. A NOTARY IS NOT REQUIRED; HOWEVER, A CERTIFIED COPY OF CITY COUNCIL RESOLUTION AUTHORIZING CONTRACT MUST BE ATTACHED.