

MILACA CITY COUNCIL AGENDA
MARCH 21, 2013

6:30

Call meeting to order
Roll Call

Consent Agenda
Minutes of February 21, 2012 regular meeting
Bills for payment
City Treasurer's report

Citizens Forum

Public Hearing

Requests and Communications
Assessor letter

Ordinances and Resolutions
Ordinance No. 398 – Cable Franchise

Reports of Boards and Commissions
Planning commission
Economic Development commission
Airport commission
Parks commission
Downtown Initiative

Unfinished Business

New Business
Contract with architect – fire hall

Council Comments

Adjourn

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

MILACA CITY COUNCIL MINUTES
FEBRUARY 21, 2013

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

Staff present: Lerud, Gann, Schieffer, Toven, Quaintance, and Boser.

Others present: Gary Pearson and Kevin Novotny.

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

1. Minutes of the January 17 regular council meeting
2. General bills, 813010E-813015E, #39146-39151, #39220-39226, #39232-39299, totaling \$219,513.97; Liquor bills, 913001E-913004E, #22436-22450, #22485-22496, totaling \$123,308.97.
3. RESOLUTION NO. 13 – 05 RESOLUTION ACCEPTING DONATIONS (entire text appears in Resolution book.)
4. RESOLUTION NO. 13 – 06 RESOLUTION APPROVING BUDGET ADJUSTMENTS (entire text appears in Resolution book.)
5. Planning commission appointment
 Jesse Gerads – for a term to end December 31, 2015
6. Parks Commission appointments
 Dustin Hoeper – for a term to end December 31, 2014
 Tom Kvamme – for a term to end December 31, 2014
7. Accept city treasurer's report

All present voted in favor.

Mayor Pedersen opened citizen's forum and invited anyone to speak to an item not on the agenda. Lerud said he was passing around two letters and a couple of pictures for a complaint about a parking ticket and snow plowing.

Gary Pearson said he was the regional manager for North Ambulance, and he introduced Kevin Novotny as the new area manager. Novotny gave a presentation of North Ambulance's services.

John Creasy arrived at 6:40

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

Lerud said the economic development commission minutes were in the agenda packet.

Council member Muller said the airport commission met, but the minutes are not yet done. He said the chili-feed fly-in is scheduled for March 9.

Mayor Pedersen said the minutes of the last parks commission meeting were in the packet. He said most of the discussion was about the band shell redesign. He said those plans will be at the EXPO.

Lerud said the next downtown group meeting will be March 6 at 5:30.

The contract for design services for the fire hall addition was reviewed. Lerud said if the council approves the proposal tonight, a contract would come before the council at the next meeting for their approval.

Motion by Bekius, second by Johnson to approve the design proposal as submitted by Chequamegon Bay Engineering, Inc., all present voted in favor.

Council member Dillan arrived at 7:05.

The proposed lease between the city and Fairview for the ambulance addition was reviewed. Lerud said this lease was virtually identical to the one previously negotiated with North Ambulance. He said the major change is the addition of the sublease between Fairview and North.

Mayor Pedersen asked about the construction time line. Lerud said that perhaps by April the council would have plans to approve and construction could begin in June.

Motion by Johnson, second by Muller to approve the lease and sublease as presented, unanimous consent.

Chief of Police Todd Quaintance provided the council information about the 2007 squad. He said the city has had quite a few repairs on that vehicle over the years, and there are several issues that need attention right now, and the estimate from the mechanic is \$5,050. Quaintance said the squad has almost 100,000 miles on it and it is getting tired. He said the city has a six-year rotation for each squad. The department currently has three squads, and most days all the squads are used because officers are assigned to specific squads.

Quaintance said that the police package is no longer being made in the Crown Vic, and recommended a four-wheel drive Tahoe police package. He said there are times during winter where the officers need a four-wheel drive vehicle to get around, and they have used public works and parks vehicles in the past, but he said if they need to control traffic, and small amber light on a pickup is a safety concern. Quaintance said another advantage is the vehicle sits higher than the current squad, providing better visibility.

Lerud said when he and Quaintance visited about this over the past couple of weeks, the question became did it make sense to put \$5,000 in a vehicle that is scheduled to be turned out next year, or move the purchase up a year. Lerud said there is a little over \$18,000 in the police reserve,

plus some additional savings due to the audit being less, but the purchase of any squad would require the council to authorize using general fund fund balance to make the purchase. Lerud said that if the council decided to move forward, he would recommend using the general fund balance only if the police department was over budget at the end of the year. He said he would favor purchasing another Crown Vic if one was available, but the sedan alternatives are just not good choices. Quaintance said that the cost to operate the Tahoe is similar to the Crown Vic, but the resale value of the Tahoe is significantly higher.

Council member Johnson asked if this would change the time line for replacement. Lerud said that it would not. Following the replacement plan is critical because the other vehicles are getting older, and if purchases are delayed, future purchases would bunch up. He said that in the past they have kept an older vehicle because it was better, but a purchase was made every two years.

Lerud said the city went to a six-year rotation several years ago, and when the state budget cuts and freezes were done over a few years, the city reduced the amount set aside in the reserves. The \$5,000 annual reserve amount is not adequate to keep the replacement plan on schedule, and that amount should go up next year and future years.

Council member Muller said if the council wanted to turn out the Charger, he thought it would make a good courtesy car at the airport. Lerud said he called the DOT today to see if a courtesy car would be eligible for cost sharing with the State. He said it was not eligible.

Council member Bekius said he was concerned about the appearance of having such a big squad, but he definitely understood the need for the four wheel drive.

Motion by Johnson, second by Bekius to authorize the purchase of a four-wheel drive Tahoe on State bid, with the balance of needed funds to come from the general fund fund balance, unanimous consent.

Motion by Bekius, second by Muller to make the Charger the airport courtesy car, unanimous consent.

Council member Dillan said the downtown group is meeting March 6. He said he had a proposal for downtown lighting that will be reviewed.

Mayor Pedersen called for council comments.

Council member Muller said the county permits for the golf course driving range have been submitted to the county, and he hoped for approval next month.

Council member Dillan said he participated in a webinar regarding economic development in small towns. He said there was some good information about available resources and he will be receiving that info and have available at the next meeting.

Council member Bekius said that the East Central Regional Development Commission has a loan fund, and funds available to lend to businesses.

Council member Dillan said Tami James should be thanked for all of her work to put on Snow Daze.

Council member Muller said there is an East Central broadband summit coming up at the Casino.

Mayor Pedersen asked what should be done regarding the letters from Robert Campbell. Lerud said the decision to plow is not always known. In this case, public works decided to plow early on Saturday, and cars plowed around are subject to be ticketed. Lerud said the police do not generally follow the plow around just to write tickets, and they did not in this case – it just happened to be at the end of the shift and the officer went down this road on the way to park the squad. They did not stay late on the shift to write tickets. Lerud said it is important to know that the person who sent the complaint letter lives in an apartment building, and they provide their residents off street parking. Mr. Campbell chose to park in the street.

Council member Bekius asked how many tickets were issued. Quaintance said seven on this day, and around 20 for the year. He said Campbell paid his ticket. He said that public works have said that there are many fewer cars this year that are being plowed around.

Mayor Pedersen said he had received calls asking why the city didn't plow on certain days. Lerud said that the city does the best it can when deciding how when to plow, and staff has talked about how to let people know when plowing is going to happen. One idea is a mass-calling service.

Council member Muller asked what was done in other cities. Lerud said there are many different approaches, some cities do not allow parking until plowed, others are even or odd side parking, and some are like Milaca's. There was no further discussion.

With no other business a motion to adjourn was made by Bekius, second by Dillan, all voted in favor and the meeting adjourned at 7:25 p.m.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

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FEBRUARY 2013

Check Amt Invoice Comment

10100 General Bank

Paid Chk# 813041E 2/20/2013 CENTERPOINT ENERGY

| | | | | |
|---------------------------------|------------------|-------------------|---------|--------------------------------|
| G 208-20200 | Accounts Payable | \$237.02 | 5813915 | NATURAL GAS-SR CENTER |
| G 101-20200 | Accounts Payable | \$224.74 | 5817670 | NATURAL GAS-HISTORICAL SOCIETY |
| G 101-20200 | Accounts Payable | \$1,383.83 | 5826633 | NATURAL GAS-PW |
| G 101-20200 | Accounts Payable | \$262.19 | 5831068 | NATURAL GAS-CITY HALL |
| G 101-20200 | Accounts Payable | \$308.63 | 6122593 | NATURAL GAS-FIRE |
| G 602-20200 | Accounts Payable | \$283.29 | 6672186 | NATURAL GAS-WATER TRMT |
| G 101-20200 | Accounts Payable | \$523.98 | 7142283 | NATURAL GAS-LIBRARY |
| Total CENTERPOINT ENERGY | | \$3,223.68 | | |

Paid Chk# 813042E 2/7/2013 EAST CENTRAL ENERGY

| | | | | |
|----------------------------------|------------------|--------------------|-----------|----------|
| G 603-20200 | Accounts Payable | \$46.00 | 201875902 | ELECTRIC |
| G 603-20200 | Accounts Payable | \$79.57 | 203981301 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$3,078.63 | 204619700 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$32.06 | 205400900 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$1,347.59 | 206041500 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$640.76 | 206085200 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$689.13 | 206734200 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$32.06 | 5379600 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$237.70 | 5448100 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$63.71 | 6302100 | ELECTRIC |
| G 603-20200 | Accounts Payable | \$84.75 | 6678100 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$718.08 | 6751501 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$679.96 | 7546001 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$989.12 | 8145502 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$71.80 | 830700 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$181.02 | 831000 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$251.30 | 831300 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$694.05 | 831500 | ELECTRIC |
| G 603-20200 | Accounts Payable | \$710.72 | 832000 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$275.85 | 832100 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$139.04 | 832400 | ELECTRIC |
| G 603-20200 | Accounts Payable | \$83.35 | 832500 | ELECTRIC |
| G 603-20200 | Accounts Payable | \$117.57 | 832600 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$568.60 | 833100 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$139.58 | 833300 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$32.06 | 833400 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$49.57 | 833600 | ELECTRIC |
| G 208-20200 | Accounts Payable | \$185.90 | 9084202 | ELECTRIC |
| G 602-20200 | Accounts Payable | \$283.22 | 970110800 | ELECTRIC |
| G 101-20200 | Accounts Payable | \$33.64 | 97017300 | ELECTRIC |
| Total EAST CENTRAL ENERGY | | \$12,536.39 | | |

Paid Chk# 813043E 2/15/2013 MILACA LOCAL LINK

| | | | | |
|--------------------------------|-----------|-----------------|--------------|-----------------------|
| E 619-49900-321 | Telephone | \$99.08 | 320-982-1099 | PHONE SERVICE-DEP REG |
| E 101-45500-321 | Telephone | \$39.10 | 320-982-1549 | ALARM LINE - LIBRARY |
| E 101-42280-321 | Telephone | \$88.82 | 320-982-3465 | PHONE SERVICE-FIRE |
| Total MILACA LOCAL LINK | | \$227.00 | | |

Paid Chk# 813044E 2/1/2013 UNION SECURITY INSURANCE CO.

| | | | | |
|---|------------|-----------------|-------------|--------------|
| G 101-21707 | Disability | \$379.79 | 4022335-0-1 | LTD-FEB 2013 |
| Total UNION SECURITY INSURANCE CO. | | \$379.79 | | |

Paid Chk# 813045E 2/28/2013 INCONTACT INC

| | | | | |
|-----------------|-----------|---------|---------|---------------------------------|
| E 101-42280-321 | Telephone | \$8.11 | 4020342 | LONG DISTANCE SERVICE-FIRE |
| E 101-41940-321 | Telephone | \$46.26 | 4020370 | LONG DISTANCE SERVICE-CITY HALL |
| E 101-43000-321 | Telephone | \$7.86 | 4020375 | LONG DISTANCE SERVICE-PW |

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FEBRUARY 2013

| | | Check Amt | Invoice | Comment |
|-------------------------------------|-----------------------------|-------------------------------|---------|-------------------------------|
| E 101-42110-321 | Telephone | \$47.26 | 4021370 | LONG DISTANCE SERVICE-PD |
| E 619-49900-321 | Telephone | \$4.29 | 4021396 | LONG DISTANCE SERVICE-DEP REG |
| E 602-49400-321 | Telephone | \$0.41 | 4021432 | LONG DISTANCE SERVICE-WATER |
| E 101-45200-321 | Telephone | \$10.52 | 4580547 | LONG DISTANCE SERVICE-PARKS |
| Total INCONTACT INC | | \$124.71 | | |
| <hr/> | | | | |
| Paid Chk# 813046E | 2/8/2013 | BAAS CONSTRUCTION, INC | | |
| E 101-45600-310 | Other Professional Services | \$2,112.50 | | MUSEUM WINDOWS |
| Total BAAS CONSTRUCTION, INC | | \$2,112.50 | | |
| <hr/> | | | | |
| Paid Chk# 813055E | 2/19/2013 | ENDICIA ACCOUNTING | | |
| E 619-49900-322 | Postage | \$250.00 | | POSTAGE FOR METER |
| E 101-41940-322 | Postage | \$250.00 | | POSTAGE FOR METER |
| Total ENDICIA ACCOUNTING | | \$500.00 | | |
| <hr/> | | | | |
| 10100 General Bank | | \$19,104.07 | | |

Fund Summary

| 10100 General Bank | |
|------------------------------|-------------|
| 101 GENERAL FUND | \$13,618.15 |
| 208 CHARITABLE GAMBLING FUND | \$422.92 |
| 602 WATER FUND | \$3,587.67 |
| 603 SEWER FUND | \$1,121.96 |
| 619 DEPUTY REGISTRAR FUND | \$353.37 |
| | <hr/> |
| | \$19,104.07 |

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MARCH 2013

Check Amt Invoice Comment

10100 General Bank

| Paid Chk# | Date | Payee | Check Amt | Invoice | Comment |
|---|-----------|--------------------------------|------------|------------|------------------------------------|
| DEPUTY REGISTRAR #093 | | | | | |
| E 101-42110-437 | 3/15/2013 | Other Miscellaneous | \$20.75 | | TRANSFER TITLE-POLICE-12 TAHOE |
| Total DEPUTY REGISTRAR #093 | | | \$20.75 | | |
| AMERICAN SOLUTIONS FR BUSINESS | | | | | |
| E 603-49450-201 | 3/21/2013 | Accessories (paper, pens, etc) | \$279.54 | 118439 | UTILITY BILLS |
| E 602-49400-201 | | Accessories (paper, pens, etc) | \$279.54 | 118439 | UTILITY BILLS |
| otal AMERICAN SOLUTIONS FR BUSINESS | | | \$559.08 | | |
| AMERIPRIDE | | | | | |
| E 101-45500-310 | 3/21/2013 | Other Professional Services | \$27.91 | 2200345195 | RUGS-LIBRARY |
| E 101-41940-310 | | Other Professional Services | \$9.20 | 2200345196 | RUGS-CITY HALL |
| E 619-49900-310 | | Other Professional Services | \$19.55 | 2200345196 | RUGS-DEP REG |
| E 101-45500-310 | | Other Professional Services | \$27.91 | 2200350099 | RUGS-LIBRARY |
| E 101-41940-310 | | Other Professional Services | \$9.20 | 2200350100 | RUGS-CITY HALL |
| E 619-49900-310 | | Other Professional Services | \$19.55 | 2200350100 | RUGS-DEP REG |
| Total AMERIPRIDE | | | \$113.32 | | |
| BCA/BREATH TEST SECTION | | | | | |
| E 101-42110-309 | 3/21/2013 | EDP, Software and Design | \$100.00 | 126717 | FOB REPLACEMENT |
| Total BCA/BREATH TEST SECTION | | | \$100.00 | | |
| BILLINGS SERVICE | | | | | |
| E 101-42110-212 | 3/21/2013 | Auto Expense (Fuel/Repair) | \$17.99 | | GAS-POLICE |
| E 101-45200-212 | | Auto Expense (Fuel/Repair) | \$505.01 | | GAS-PARKS |
| E 101-42280-212 | | Auto Expense (Fuel/Repair) | \$312.68 | | GAS-FIRE |
| E 208-49020-406 | | Trail Maintenance | \$35.60 | | GAS-TRAILS |
| E 101-43000-212 | | Auto Expense (Fuel/Repair) | \$2,392.36 | | GAS-PW |
| Total BILLINGS SERVICE | | | \$3,263.64 | | |
| COPY FAST | | | | | |
| E 211-49000-437 | 3/21/2013 | Other Miscellaneous | \$98.11 | 439 | COPIES-HCP |
| Total COPY FAST | | | \$98.11 | | |
| CORNER MART | | | | | |
| E 101-45200-212 | 3/21/2013 | Auto Expense (Fuel/Repair) | \$187.00 | | GAS-PARKS |
| E 700-50000-212 | | Auto Expense (Fuel/Repair) | \$156.50 | | GAS-JP |
| E 101-42110-212 | | Auto Expense (Fuel/Repair) | \$1,358.04 | | GAS-POLICE |
| E 602-49400-212 | | Auto Expense (Fuel/Repair) | \$110.24 | | GAS-WATER |
| E 101-43000-212 | | Auto Expense (Fuel/Repair) | \$723.46 | | GAS-PW |
| Total CORNER MART | | | \$2,535.24 | | |
| DOVE FRETLAND & VAN VALKENBURG | | | | | |
| E 202-46400-444 | 3/21/2013 | Boulder Ridge | \$776.25 | 63885 | BOULDER RIDGE BOND FORFEITURE |
| E 203-46400-447 | | Ringham 1st Addn | \$303.75 | 63886 | FIELDSTONE GREEN BOND FORFEITURE |
| E 101-41610-304 | | Legal Fees | \$875.00 | 63897 | CIVIL RETAINER-FEB |
| E 101-41610-304 | | Legal Fees | \$3,107.28 | 63898 | CRIMINAL RETAINER |
| tal DOVE FRETLAND & VAN VALKENBURG | | | \$5,062.28 | | |
| DRIVER & VEHICLE SERVICES | | | | | |
| E 101-42110-550 | 3/21/2013 | Motor Vehicles | \$24.00 | | POLICE LICENSE PLATE FOR NEW SQUAD |
| Total DRIVER & VEHICLE SERVICES | | | \$24.00 | | |
| E.C.M. PUBLISHERS, INC. | | | | | |
| E 211-49000-343 | 3/21/2013 | Other Advertising | \$23.40 | 113558 | RCCF AD-HCP |
| E 101-41110-351 | | Legal Notices Publishing | \$73.60 | 113618 | 2013 SUMMARY BUDGET AD |
| E 211-49000-343 | | Other Advertising | \$23.40 | 113623 | RCCF AD-HCP |

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MARCH 2013

| | | Check Amt | Invoice | Comment |
|---|-----------------------------|-------------------|---------------------------------------|------------------------------|
| E 211-49000-343 | Other Advertising | \$23.40 | 113721 | RCCF AD-HCP |
| E 211-49000-343 | Other Advertising | \$23.40 | 113852 | RCCF AD-HCP |
| E 211-49000-343 | Other Advertising | \$35.55 | 261567 | RCCF AD-HCP |
| E 211-49000-343 | Other Advertising | \$35.55 | 261820 | RCCF AD-HCP |
| E 211-49000-343 | Other Advertising | \$35.55 | 262024 | RCCF AD-HCP |
| E 211-49000-343 | Other Advertising | \$35.55 | 262427 | RCCF AD-HCP |
| Total E.C.M. PUBLISHERS, INC. | | \$309.40 | | |
| Paid Chk# | 039322 | 3/21/2013 | FIRE EQUIPMENT SPECIALTIES INC | |
| E 101-42280-434 | Uniforms | \$1,404.95 | 7829 | BOOTS (4) |
| E 101-42280-221 | Equipment Parts/Repairs | \$48.69 | 7830 | PERSONAL PROTECTIVE EQUIP |
| E 101-42280-434 | Uniforms | \$394.72 | 7830 | GLOVES (6) |
| E 101-42280-221 | Equipment Parts/Repairs | \$1,227.64 | 7850 | FIRE HOSES (10) |
| Total FIRE EQUIPMENT SPECIALTIES INC | | \$3,076.00 | | |
| Paid Chk# | 039323 | 3/21/2013 | FIRST LAB | |
| E 101-43000-305 | Medical and Dental Fees | \$39.95 | 616949 | DRUG SRCEEN |
| Total FIRST LAB | | \$39.95 | | |
| Paid Chk# | 039324 | 3/21/2013 | FLEXIBLE PIPE TOOL COMPANY | |
| E 603-49450-217 | Other Operating Supplies | \$132.83 | 16036 | CARB KIT/FLOAT ASSEMBLY |
| Total FLEXIBLE PIPE TOOL COMPANY | | \$132.83 | | |
| Paid Chk# | 039325 | 3/21/2013 | FRONTIER | |
| E 602-49400-321 | Telephone | \$1.92 | 320-983-0121 | PHONE SVC-WATER |
| E 101-49810-321 | Telephone | \$50.09 | 320-983-2648 | PHONE SVC-AIRPORT |
| E 101-41940-321 | Telephone | \$192.45 | 320-983-3141 | PHONE SVC-CITY HALL |
| E 101-45500-321 | Telephone | \$16.20 | 320-983-3141 | PHONE SVC-LIBRARY |
| E 101-41940-321 | Telephone | \$44.03 | 320-983-3142 | PHONE SVC-CITY HALL |
| E 619-49900-321 | Telephone | \$92.54 | 320-983-3143 | PHONE SVC-DEP REG |
| E 101-42280-321 | Telephone | \$49.48 | 320-983-3465 | PHONE SVC-FIRE |
| E 101-45200-321 | Telephone | \$45.93 | 320-983-5729 | PHONE SVC-PARKS |
| E 602-49400-321 | Telephone | \$146.26 | 320-983-6134 | PHONE SVC-WATER |
| E 101-42110-321 | Telephone | \$96.91 | 320-983-6166 | PHONE SVC-POLICE |
| E 101-45200-321 | Telephone | \$52.02 | 320-983-6241 | PHONE SVC-WARMING HSE |
| E 101-43000-321 | Telephone | \$104.01 | 320-983-6547 | PHONE SVC-PW |
| Total FRONTIER | | \$891.84 | | |
| Paid Chk# | 039326 | 3/21/2013 | GERADS, JESSE | |
| E 101-42280-208 | Training and Travel | \$175.60 | | TRNG-TACTICS & STRATEGY-3/12 |
| Total GERADS, JESSE | | \$175.60 | | |
| Paid Chk# | 039327 | 3/21/2013 | GK CONSULTING LLC | |
| E 101-41940-309 | EDP, Software and Design | \$800.00 | 230 | MARCH NETWORK |
| Total GK CONSULTING LLC | | \$800.00 | | |
| Paid Chk# | 039328 | 3/21/2013 | GOPHER STATE ONE CALL | |
| E 602-49400-310 | Other Professional Services | \$5.80 | 63839 | FEB LOCATES |
| Total GOPHER STATE ONE CALL | | \$5.80 | | |
| Paid Chk# | 039329 | 3/21/2013 | GRAFIX SHOPPE | |
| E 101-42110-550 | Motor Vehicles | \$655.00 | 85770 | NEW SQUAD (TAHOE) GRAPHICS |
| Total GRAFIX SHOPPE | | \$655.00 | | |
| Paid Chk# | 039330 | 3/21/2013 | GRAINGER | |
| E 101-43000-217 | Other Operating Supplies | \$55.60 | 9078058287 | LIGHT BULBS-PW |
| E 101-43000-240 | Small Tools and Minor Equip | \$469.40 | 9078237840 | CEILING FANS-PW |
| Total GRAINGER | | \$525.00 | | |

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MARCH 2013

| | | | Check Amt | Invoice | Comment |
|------------------|--|------------------------------------|------------|-----------|---------------------------|
| Paid Chk# 039331 | 3/21/2013 | H & L MESABI | | | |
| E 101-43000-221 | Equipment Parts/Repairs | | \$417.02 | 87059 | FLOW PARTS- PW |
| | Total H & L MESABI | | \$417.02 | | |
| Paid Chk# 039332 | 3/21/2013 | HARDY AUTO PARTS | | | |
| E 101-43000-221 | Equipment Parts/Repairs | | \$11.98 | 98821 | LOADER PARTS-PW |
| E 101-43000-221 | Equipment Parts/Repairs | | \$43.21 | 99029 | 2011 CHEVY PARTS-PW |
| | Total HARDY AUTO PARTS | | \$55.19 | | |
| Paid Chk# 039333 | 3/21/2013 | HD SUPPLY WATERWORKS, LTD | | | |
| E 602-49400-218 | Parts - Water Dept. | | \$187.01 | 6196584 | WATER PARTS |
| | Total HD SUPPLY WATERWORKS, LTD | | \$187.01 | | |
| Paid Chk# 039334 | 3/21/2013 | HY-TECH AUTOMOTIVE | | | |
| E 101-42110-221 | Equipment Parts/Repairs | | \$50.79 | 14726 | SQUAD 09 MAINTENANCE |
| | Total HY-TECH AUTOMOTIVE | | \$50.79 | | |
| Paid Chk# 039335 | 3/21/2013 | K.E.E.P.R.S. | | | |
| E 101-42110-434 | Uniforms | | \$41.02 | 208241 | UNIFORMS-WALDAHL |
| E 101-42110-434 | Uniforms | | \$141.38 | 208241-01 | UNIFORMS-WALDAHL |
| | Total K.E.E.P.R.S. | | \$182.40 | | |
| Paid Chk# 039336 | 3/21/2013 | KOCHS HARDWARE HANK | | | |
| E 101-42280-240 | Small Tools and Minor Equip | | \$330.23 | | IMPACT DRIVER-FIRE |
| E 101-41940-217 | Other Operating Supplies | | \$28.01 | | SUPPLIES-CITY |
| E 602-49400-217 | Other Operating Supplies | | \$193.71 | | SUPPLIES-WATER |
| E 101-42280-217 | Other Operating Supplies | | \$20.79 | | SUPPLIES-FIRE |
| E 101-42110-437 | Other Miscellaneous | | \$22.41 | | SUPPLIES-POLICE |
| E 602-49400-240 | Small Tools and Minor Equip | | \$78.00 | | STORAGE RACK/PLIERS-WATER |
| E 101-45200-437 | Other Miscellaneous | | \$45.92 | | TRIMBLE FOUNTAIN-PARKS |
| E 101-45200-437 | Other Miscellaneous | | \$245.33 | | TRIMBLE BRIDGE-PARKS |
| E 101-43000-215 | Shop Supplies | | \$433.16 | | SHOP SUPPLIES-PW |
| E 101-43000-240 | Small Tools and Minor Equip | | \$149.61 | | STEP LADDER-PW |
| E 101-45200-215 | Shop Supplies | | \$19.90 | | SHOP SUPPLIES-PARKS |
| | Total KOCHS HARDWARE HANK | | \$1,567.07 | | |
| Paid Chk# 039337 | 3/21/2013 | LEAGUE OF MINNESOTA CITIES | | | |
| E 101-42110-208 | Training and Travel | | \$510.00 | 179570 | PATROL SUBSCRIPTION |
| | Total LEAGUE OF MINNESOTA CITIES | | \$510.00 | | |
| Paid Chk# 039338 | 3/21/2013 | LIND, MARSHALL | | | |
| E 700-50000-208 | Training and Travel | | \$85.00 | | REIMB TRNG CLASS-4/16/13 |
| | Total LIND, MARSHALL | | \$85.00 | | |
| Paid Chk# 039339 | 3/21/2013 | M.E. PLUMBING & HEATING | | | |
| E 101-42280-310 | Other Professional Services | | \$104.25 | 34227 | TOILET REPAIR-FIRE HALL |
| | Total M.E. PLUMBING & HEATING | | \$104.25 | | |
| Paid Chk# 039340 | 3/21/2013 | MACQUEEN EQUIPMENT | | | |
| E 101-43000-221 | Equipment Parts/Repairs | | \$1,999.57 | 2131194 | PARTS-PW |
| | Total MACQUEEN EQUIPMENT | | \$1,999.57 | | |
| Paid Chk# 039341 | 3/21/2013 | MEYERS MILACA PARTS CITY | | | |
| E 101-45200-221 | Equipment Parts/Repairs | | \$60.75 | 2071 | PARTS-PARKS |
| E 101-45200-221 | Equipment Parts/Repairs | | \$85.98 | 2071 | DODGE PU PARTS-PARKS |
| E 101-45200-240 | Small Tools and Minor Equip | | \$22.33 | 2071 | 8PC 3/8DR SAE CROW-PARKS |
| | Total MEYERS MILACA PARTS CITY | | \$169.06 | | |
| Paid Chk# 039342 | 3/21/2013 | MILACA AUTO VALUE | | | |

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MARCH 2013

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| E 101-43000-221 | Equipment Parts/Repairs | \$188.33 | 1302823 | PARTS-PW |
| E 101-42110-212 | Auto Expense (Fuel/Repair) | \$25.20 | 1302823 | WIPER BLADES-POLICE |
| Total MILACA AUTO VALUE | | \$213.53 | | |
| Paid Chk# 039343 3/21/2013 MILACA LAWN & GARDEN | | | | |
| E 101-45200-221 | Equipment Parts/Repairs | \$94.65 | 477991 | REPAIR BACK PACK BLOWER-PARKS |
| Total MILACA LAWN & GARDEN | | \$94.65 | | |
| Paid Chk# 039344 3/21/2013 MILACA UNCLAIMED FREIGHT | | | | |
| E 602-49400-217 | Other Operating Supplies | \$308.95 | | SUPPLIES-WATER |
| Total MILACA UNCLAIMED FREIGHT | | \$308.95 | | |
| Paid Chk# 039345 3/21/2013 MILLER, PATTI | | | | |
| E 101-49910-208 | Training and Travel | \$106.08 | | FEB 2013 OGILVIE MILEAGE |
| Total MILLER, PATTI | | \$106.08 | | |
| Paid Chk# 039346 3/21/2013 MINKS, MARY J. | | | | |
| E 101-42110-437 | Other Miscellaneous | \$6.94 | | REIMB-DOG FOOD-1/6/13 |
| Total MINKS, MARY J. | | \$6.94 | | |
| Paid Chk# 039347 3/21/2013 MN DEPT MANAGEMENT & BUDGET | | | | |
| R 101-35105 | Administrative Fines | \$20.00 | | ADMINISTRATIVE FINES-FEB 2013 |
| Total MN DEPT MANAGEMENT & BUDGET | | \$20.00 | | |
| Paid Chk# 039348 3/21/2013 MN DEPT OF HEALTH | | | | |
| G 602-20810 | Water Test Fee Payable | \$1,590.00 | 1480002 MILA | 1ST QTR TEST FEE |
| Total MN DEPT OF HEALTH | | \$1,590.00 | | |
| Paid Chk# 039349 3/21/2013 MN VALLEY TESTING LABS | | | | |
| E 602-49400-310 | Other Professional Services | \$71.00 | 644355 | TESTING |
| Total MN VALLEY TESTING LABS | | \$71.00 | | |
| Paid Chk# 039350 3/21/2013 NORTH CENTRAL PARTS & SERVICE | | | | |
| E 101-43000-221 | Equipment Parts/Repairs | \$222.83 | 194306 | PARTS-PW |
| Total NORTH CENTRAL PARTS & SERVICE | | \$222.83 | | |
| Paid Chk# 039351 3/21/2013 NORTHLAND FIRE PROTECTION | | | | |
| E 101-41940-310 | Other Professional Services | \$48.00 | 92720 | FIRE EXTINGUISHER-CITY HALL |
| E 101-45200-310 | Other Professional Services | \$73.00 | 92721 | FIRE EXTINGUISHER-PARKS |
| E 208-49010-310 | Other Professional Services | \$38.00 | 92722 | FIRE EXTINGUISHER-SENIOR CNTR |
| E 101-43000-310 | Other Professional Services | \$395.07 | 92801 | FIRE EXTINGUISHER-PW |
| E 101-42280-310 | Other Professional Services | \$147.36 | 92802 | FIRE EXTINGUISHER-FIRE DEPT |
| E 101-49810-310 | Other Professional Services | \$201.71 | 92803 | FIRE EXTINGUISHER-AIRPORT |
| E 101-45600-310 | Other Professional Services | \$84.40 | 92804 | FIRE EXTINGUISHER-MUSEUM |
| E 602-49400-310 | Other Professional Services | \$157.20 | 92805 | FIRE EXTINGUISHER-WATER |
| E 101-42110-310 | Other Professional Services | \$182.72 | 92807 | FIRE EXTINGUISHER-POLICE |
| E 101-45500-310 | Other Professional Services | \$147.20 | 92808 | FIRE EXTINGUISHER-LIBRARY |
| Total NORTHLAND FIRE PROTECTION | | \$1,474.66 | | |
| Paid Chk# 039352 3/21/2013 PEAK DESIGN & CONSTRUCTION | | | | |
| E 208-49010-310 | Other Professional Services | \$250.00 | | STEAM ICE ON ROOF-SENIOR CENTER |
| E 101-45500-310 | Other Professional Services | \$250.00 | | STEAM ICE ON ROOF-LIBRARY |
| Total PEAK DESIGN & CONSTRUCTION | | \$500.00 | | |
| Paid Chk# 039353 3/21/2013 PRO EDGE TOOL | | | | |
| E 101-45200-221 | Equipment Parts/Repairs | \$57.55 | 22017 | IGNITION MODULE-PARKS |
| Total PRO EDGE TOOL | | \$57.55 | | |
| Paid Chk# 039354 3/21/2013 QUILL CORPORATION | | | | |

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MARCH 2013

| | | Check Amt | Invoice | Comment |
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| E 619-49900-201 | Accessories (paper, pens, etc) | \$162.60 | 9602647 | PRINTER TONER-DEP REG |
| E 101-41940-201 | Accessories (paper, pens, etc) | \$15.28 | 9700112 | DIVIDERS-CITY |
| Total QUILL CORPORATION | | \$177.88 | | |
| <hr/> | | | | |
| Paid Chk# 039355 | 3/21/2013 | SENSUS | | |
| E 602-49400-309 | EDP, Software and Design | \$762.30 | ZA13015433 | ANNUAL SUPPORT |
| E 603-49450-309 | EDP, Software and Design | \$762.30 | ZA13015433 | ANNUAL SUPPORT |
| Total SENSUS | | \$1,524.60 | | |
| <hr/> | | | | |
| Paid Chk# 039356 | 3/21/2013 | STANTEC | | |
| E 603-49450-303 | Engineering Fees | \$1,860.25 | 669077 | WASTEWATER POND IMPR PLAN |
| G 500-20200 | Accounts Payable | \$1,192.75 | 669078 | DAM REMOVAL PROJECT |
| Total STANTEC | | \$3,053.00 | | |
| <hr/> | | | | |
| Paid Chk# 039357 | 3/21/2013 | STREICHER S | | |
| E 101-42110-240 | Small Tools and Minor Equip | \$47.00 | I1002882 | MAGAZINES |
| E 101-42110-434 | Uniforms | \$174.99 | I998422 | BOOTS-BOSER |
| Total STREICHER S | | \$221.99 | | |
| <hr/> | | | | |
| Paid Chk# 039358 | 3/21/2013 | TEALS MARKET | | |
| E 101-42280-217 | Other Operating Supplies | \$76.61 | 3141018 | FIRE DEPT TRNG BURN SUPPLIES |
| Total TEALS MARKET | | \$76.61 | | |
| <hr/> | | | | |
| Paid Chk# 039359 | 3/21/2013 | THANE HAWKINS POLAR CHEVROLET | | |
| E 101-42110-550 | Motor Vehicles | \$29,271.95 | CR318082 | NEW SQUAD-2012 CHEVY TAHOE |
| Total THANE HAWKINS POLAR CHEVROLET | | \$29,271.95 | | |
| <hr/> | | | | |
| Paid Chk# 039360 | 3/21/2013 | THOMSON REUTERS-WEST PMT CTR | | |
| E 101-42110-310 | Other Professional Services | \$130.90 | 826769517 | CLEAR WEB SEARCH-FEB |
| Total THOMSON REUTERS-WEST PMT CTR | | \$130.90 | | |
| 10100 General Bank | | \$62,838.32 | | |

Fund Summary

| 10100 General Bank | |
|--------------------------------|-------------|
| 101 GENERAL FUND | \$52,445.47 |
| 202 BOULDER RIDGE | \$776.25 |
| 203 RINGHAM 1ST-FIELDSTONE | \$303.75 |
| 208 CHARITABLE GAMBLING FUND | \$323.60 |
| 211 INITIATIVE FOUNDATION | \$333.91 |
| 500 CAPITAL PROJECT FUND | \$1,192.75 |
| 602 WATER FUND | \$3,891.93 |
| 603 SEWER FUND | \$3,034.92 |
| 619 DEPUTY REGISTRAR FUND | \$294.24 |
| 700 BRAHAM-MILACA JOINT POWERS | \$241.50 |
| | <hr/> |
| | \$62,838.32 |

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FEBRUARY 2013

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10100 General Bank

| Paid Chk# | Date | Payee | Check Amt | Invoice | Comment |
|--|------|-----------------------------|--------------------|--------------|----------------------------------|
| Paid Chk# 039227 2/6/2013 JIMS MILLE LACS DISPOSAL | | | | | |
| E 101-45200-384 | | Refuse/Garbage Disposal | \$28.53 | 211948 | GARBAGE-PARKS |
| E 101-43000-384 | | Refuse/Garbage Disposal | \$50.71 | 211948 | GARBAGE-CITY |
| E 101-42280-384 | | Refuse/Garbage Disposal | \$25.00 | 211948 | GARBAGE-FIRE |
| Total JIMS MILLE LACS DISPOSAL | | | \$104.24 | | |
| Paid Chk# 039228 2/6/2013 MILACA BLDG CENTER | | | | | |
| E 101-43000-215 | | Shop Supplies | \$202.02 | 3141 | SHOP SUPPLIES-PW |
| E 602-49400-217 | | Other Operating Supplies | \$13.43 | 3141 | SUPPLIES-WATER |
| Total MILACA BLDG CENTER | | | \$215.45 | | |
| Paid Chk# 039229 2/6/2013 MN DNR - DIVISION OF WATER | | | | | |
| E 602-49400-433 | | Dues and Subscriptions | \$420.85 | 1972-0092 | ANNUAL REPORT OF WATER USE |
| Total MN DNR - DIVISION OF WATER | | | \$420.85 | | |
| Paid Chk# 039230 2/6/2013 MN PUBLIC FACILITIES AUTHORITY | | | | | |
| E 602-49400-611 | | Bond Interest | \$12,096.35 | 05-0055-R-FY | WATER TRMT FACILITY-INTEREST |
| Total MN PUBLIC FACILITIES AUTHORITY | | | \$12,096.35 | | |
| Paid Chk# 039231 2/6/2013 WHITE, JOSEPH | | | | | |
| E 101-45200-310 | | Other Professional Services | \$116.00 | | WARMING HOUSE-16 HRS-1/11-23 |
| Total WHITE, JOSEPH | | | \$116.00 | | |
| Paid Chk# 039300 2/22/2013 BLUE CROSS BLUE SHIELD OF MINN | | | | | |
| G 101-21706 | | Medical Insur. | \$10,948.00 | 7S034-M0 4 | MEDICAL INSUR-MARCH 2013 |
| Total BLUE CROSS BLUE SHIELD OF MINN | | | \$10,948.00 | | |
| Paid Chk# 039301 2/22/2013 L.E.L.S. | | | | | |
| G 101-21710 | | Union Dues | \$208.05 | LOCAL #238 | POLICE UNION DUES-MARCH 2013 |
| Total L.E.L.S. | | | \$208.05 | | |
| Paid Chk# 039302 2/22/2013 MN BENEFITS | | | | | |
| G 101-21709 | | Life Insur. | \$282.31 | | LIFE/DENTAL-MAR 2013 |
| G 101-21712 | | Dental | \$151.44 | | LIFE/DENTAL-MAR 2013 |
| Total MN BENEFITS | | | \$433.75 | | |
| Paid Chk# 039303 2/22/2013 MN POLLUTION CONTROL AGENCY | | | | | |
| E 603-49450-208 | | Training and Travel | \$300.00 | | ANNUAL WASTEWATER-STIMMLER |
| Total MN POLLUTION CONTROL AGENCY | | | \$300.00 | | |
| Paid Chk# 039304 2/22/2013 MN RURAL WATER ASSOC | | | | | |
| E 602-49400-208 | | Training and Travel | \$195.00 | | ANNUAL CONFERENCE-J ARCHIBALD |
| Total MN RURAL WATER ASSOC | | | \$195.00 | | |
| Paid Chk# 039305 2/22/2013 UNIVERSITY OF MINNESOTA (TREE) | | | | | |
| E 101-45200-208 | | Training and Travel | \$175.00 | | SHADE TREE SHORT-G MOYER-3/12-13 |
| Total UNIVERSITY OF MINNESOTA (TREE) | | | \$175.00 | | |
| Paid Chk# 039306 2/22/2013 USABLE LIFE | | | | | |
| G 101-21707 | | Disability | \$241.85 | 101408001G | DISABILITY/LIFE-MARCH 2013 |
| Total USABLE LIFE | | | \$241.85 | | |
| Paid Chk# 039307 2/22/2013 VERIZON WIRELESS | | | | | |
| E 602-49400-321 | | Telephone | \$26.02 | 2870205417 | FEB WIRELESS ROUTER SVC |
| E 101-42110-321 | | Telephone | \$87.07 | 2870205417 | FEBWIRELESS ROUTER SVC |
| E 101-43000-321 | | Telephone | \$79.37 | 2870871604 | CELL PHONE SVC-FEB |
| E 101-45200-321 | | Telephone | \$46.89 | 2870871604 | CELL PHONE SVC-FEB |
| E 101-42280-321 | | Telephone | \$46.89 | 2870871604 | CELL PHONE SVC-FEB |

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FEBRUARY 2013

| | Check Amt | Invoice | Comment |
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| Total VERIZON WIRELESS | \$286.24 | | |
| Paid Chk# 039308 2/28/2013 U.S. POSTMASTER | | | |
| E 603-49450-322 Postage | \$116.28 | | FEB BILLINGS |
| E 602-49400-322 Postage | \$116.28 | | FEB BILLINGS |
| Total U.S. POSTMASTER | \$232.56 | | |
| 10100 General Bank | \$25,973.34 | | |

Fund Summary

| | |
|---------------------------|--------------------|
| 10100 General Bank | |
| 101 GENERAL FUND | \$12,689.13 |
| 602 WATER FUND | \$12,867.93 |
| 603 SEWER FUND | \$416.28 |
| | <u>\$25,973.34</u> |

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FEBRUARY 2013

Check Amt Invoice Comment

10900 Liquor Bank

| | | | Check Amt | Invoice | Comment |
|--|-------------------|--|-------------|---------------|------------------|
| Paid Chk# 913005E 2/7/2013 EAST CENTRAL ENERGY | | | | | |
| G 609-20200 | Accounts Payable | | \$1,898.10 | 7115200 | ELECTRIC |
| Total EAST CENTRAL ENERGY | | | \$1,898.10 | | |
| Paid Chk# 913006E 2/12/2013 CENTERPOINT ENERGY | | | | | |
| G 609-20200 | Accounts Payable | | \$538.27 | 128-000-782-1 | NATURAL GAS |
| Total CENTERPOINT ENERGY | | | \$538.27 | | |
| Paid Chk# 913007E 2/19/2013 MN DEPT OF REVENUE | | | | | |
| G 609-20800 | Sales Tax Payable | | \$12,215.00 | 9576201 | LIQUOR SALES TAX |
| Total MN DEPT OF REVENUE | | | \$12,215.00 | | |
| Paid Chk# 913008E 2/15/2013 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 | | | \$14,681.92 | | |

Fund Summary

| 10900 Liquor Bank | | |
|---------------------------|--|-------------|
| 609 MUNICIPAL LIQUOR FUND | | \$14,681.92 |
| | | \$14,681.92 |

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MARCH 2013

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| 10900 Liquor Bank | | | | |
| Paid Chk# | 022511 | 3/21/2013 | AMERICAN BOTTLING CO. | |
| E 609-49750-254 | Mix/Non Alcoholic | \$120.98 | 2462607842 | NA |
| E 609-49750-254 | Mix/Non Alcoholic | (\$29.07) | 2462607843 | NA |
| Total AMERICAN BOTTLING CO. | | \$91.91 | | |
| Paid Chk# | 022512 | 3/21/2013 | AMERIPRIDE | |
| E 609-49750-310 | Other Professional Services | \$66.95 | 2200347425 | RUGS |
| E 609-49750-310 | Other Professional Services | \$37.50 | 2200350106 | RUGS |
| E 609-49750-217 | Other Operating Supplies | \$65.85 | 2200350106 | TOILET PAPER |
| E 609-49750-310 | Other Professional Services | \$66.95 | 2200352973 | RUGS |
| E 609-49750-310 | Other Professional Services | \$25.69 | 2200355690 | RUGS |
| E 609-49750-217 | Other Operating Supplies | \$78.50 | 2200355690 | PAPER TOWELS |
| Total AMERIPRIDE | | \$341.44 | | |
| Paid Chk# | 022513 | 3/21/2013 | CRYSTAL SPRINGS ICE | |
| E 609-49750-259 | Other For Resale | \$71.50 | 28607 | ICE |
| E 609-49750-259 | Other For Resale | (\$2.40) | 520260C | CREDIT-ICE |
| Total CRYSTAL SPRINGS ICE | | \$69.10 | | |
| Paid Chk# | 022514 | 3/21/2013 | EXTREME BEVERAGES, LLC | |
| E 609-49750-254 | Mix/Non Alcoholic | \$65.50 | 162-1535 | NA |
| Total EXTREME BEVERAGES, LLC | | \$65.50 | | |
| Paid Chk# | 022515 | 3/21/2013 | FRONTIER | |
| E 609-49750-321 | Telephone | \$115.82 | 320-983-6255 | MAR PHONE SVC |
| Total FRONTIER | | \$115.82 | | |
| Paid Chk# | 022516 | 3/21/2013 | GODFATHER S EXTERMINATING | |
| E 609-49750-310 | Other Professional Services | \$51.21 | 55866 | PEST CONTROL |
| Total GODFATHER S EXTERMINATING | | \$51.21 | | |
| Paid Chk# | 022517 | 3/21/2013 | GRANITE CITY JOBBING | |
| E 609-49750-256 | Tobacco Products For Resale | \$382.96 | 752186 | TOBACCO |
| E 609-49750-259 | Other For Resale | \$62.74 | 752186 | MISC |
| E 609-49750-214 | Liquor Store Paper Supplies | \$21.84 | 752186 | PAPER SUPPLIES |
| E 609-49750-333 | Freight and Express | \$4.25 | 752186 | DELIVERY |
| E 609-49750-333 | Freight and Express | \$4.25 | 753047 | DELIVERY |
| E 609-49750-259 | Other For Resale | \$1,044.78 | 753047 | MISC |
| E 609-49750-254 | Mix/Non Alcoholic | (\$15.82) | 753047 | NA |
| E 609-49750-256 | Tobacco Products For Resale | \$497.47 | 753047 | TOBACCO |
| E 609-49750-214 | Liquor Store Paper Supplies | \$58.95 | 753047 | PAPER SUPPLIES |
| E 609-49750-259 | Other For Resale | (\$846.00) | 753257 | MISC |
| E 609-49750-259 | Other For Resale | \$273.12 | 754827 | MISC |
| E 609-49750-254 | Mix/Non Alcoholic | \$24.06 | 754827 | NA |
| E 609-49750-256 | Tobacco Products For Resale | \$988.26 | 754827 | TOBACCO |
| E 609-49750-217 | Other Operating Supplies | \$94.39 | 754827 | THERMAL PAPER |
| E 609-49750-333 | Freight and Express | \$4.25 | 754827 | DELIVERY |
| Total GRANITE CITY JOBBING | | \$2,599.50 | | |
| Paid Chk# | 022518 | 3/21/2013 | KOCHS HARDWARE HANK | |
| E 609-49750-217 | Other Operating Supplies | \$32.53 | | SUPPLIES |
| Total KOCHS HARDWARE HANK | | \$32.53 | | |
| Paid Chk# | 022519 | 3/21/2013 | M. AMUNDSON LLP | |
| E 609-49750-256 | Tobacco Products For Resale | \$830.85 | 147469 | TOBACCO |
| E 609-49750-256 | Tobacco Products For Resale | \$256.61 | 147803 | TOBACCO |
| E 609-49750-256 | Tobacco Products For Resale | \$289.26 | 147954 | TOBACCO |

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MARCH 2013

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| E 609-49750-256 | Tobacco Products For Resale | | \$568.32 | 148400 | TOBACCO |
| E 609-49750-259 | Other For Resale | | \$156.55 | 148400 | MISC |
| E 609-49750-214 | Liquor Store Paper Supplies | | \$148.00 | 148400 | PAPER SUPPLIES |
| E 609-49750-256 | Tobacco Products For Resale | | \$250.45 | 148621 | TOBACCO |
| E 609-49750-259 | Other For Resale | | \$183.92 | 148621 | MISC |
| E 609-49750-217 | Other Operating Supplies | | \$169.18 | 148621 | SUPPLIES |
| Total M. AMUNDSON LLP | | | \$2,853.14 | | |
| <hr/> | | | | | |
| Paid Chk# 022520 | 3/21/2013 | MILLER TRUCKING | | | |
| E 609-49750-333 | Freight and Express | | \$48.94 | 3498 | DELIVERY |
| Total MILLER TRUCKING | | | \$48.94 | | |
| <hr/> | | | | | |
| Paid Chk# 022521 | 3/21/2013 | NORTHLAND FIRE PROTECTION | | | |
| E 609-49750-310 | Other Professional Services | | \$79.40 | 92809 | FIRE EXTINGUISHERS |
| Total NORTHLAND FIRE PROTECTION | | | \$79.40 | | |
| <hr/> | | | | | |
| Paid Chk# 022522 | 3/21/2013 | ST. CLOUD REFRIGERATION | | | |
| E 609-49750-310 | Other Professional Services | | \$293.00 | 261865 | HVAC MAINTENANCE |
| Total ST. CLOUD REFRIGERATION | | | \$293.00 | | |
| <hr/> | | | | | |
| Paid Chk# 022523 | 3/21/2013 | TAPES PLUS ADVERTISING | | | |
| E 609-49750-343 | Other Advertising | | \$275.00 | 16262 | ADVERTISING |
| Total TAPES PLUS ADVERTISING | | | \$275.00 | | |
| <hr/> | | | | | |
| Paid Chk# 022524 | 3/21/2013 | VIKING BOTTLING CO. | | | |
| E 609-49750-254 | Mix/Non Alcoholic | | \$259.70 | 1082982 | NA |
| E 609-49750-254 | Mix/Non Alcoholic | | (\$16.15) | 1082983 | NA |
| E 609-49750-254 | Mix/Non Alcoholic | | \$69.40 | 1093829 | NA |
| Total VIKING BOTTLING CO. | | | \$312.95 | | |
| 10900 Liquor Bank | | | \$7,229.44 | | |

Fund Summary

| | |
|---------------------------|-------------------|
| 10900 Liquor Bank | |
| 609 MUNICIPAL LIQUOR FUND | \$7,229.44 |
| | \$7,229.44 |

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FEBRUARY 2013

Check Amt Invoice Comment

10900 Liquor Bank

| Paid Chk# | Date | Company | Check Amt | Invoice | Comment |
|----------------------------|----------|-------------------|-------------------|----------|---------|
| 022467 | 2/5/2013 | BELLBOY CORP. | | | |
| E 609-49750-251 | | Liquor For Resale | \$2,215.50 | 76660300 | LIQUOR |
| E 609-49750-254 | | Mix/Non Alcoholic | \$66.50 | 87879700 | NA |
| E 609-49750-259 | | Other For Resale | \$25.50 | 87879700 | MISC |
| Total BELLBOY CORP. | | | \$2,307.50 | | |

| Paid Chk# | Date | Company | Check Amt | Invoice | Comment |
|-----------------------|----------|-------------------|-------------------|---------|---------|
| 022468 | 2/5/2013 | BERNICKS | | | |
| E 609-49750-252 | | Beer For Resale | \$37.80 | 252549 | BEER |
| E 609-49750-254 | | Mix/Non Alcoholic | \$46.00 | 252550 | NA |
| E 609-49750-252 | | Beer For Resale | \$1,208.30 | 252551 | BEER |
| E 609-49750-254 | | Mix/Non Alcoholic | (\$2.62) | 252552 | NA |
| E 609-49750-254 | | Mix/Non Alcoholic | \$43.30 | 255088 | NA |
| E 609-49750-252 | | Beer For Resale | \$230.45 | 255089 | BEER |
| E 609-49750-254 | | Mix/Non Alcoholic | \$21.00 | 257523 | NA |
| E 609-49750-252 | | Beer For Resale | \$364.90 | 257524 | BEER |
| E 609-49750-254 | | Mix/Non Alcoholic | \$39.50 | 259945 | NA |
| E 609-49750-252 | | Beer For Resale | \$1,962.75 | 259946 | BEER |
| E 609-49750-254 | | Mix/Non Alcoholic | \$76.15 | 262332 | NA |
| E 609-49750-252 | | Beer For Resale | \$158.25 | 262333 | BEER |
| Total BERNICKS | | | \$4,185.78 | | |

| Paid Chk# | Date | Company | Check Amt | Invoice | Comment |
|---|----------|------------------------|--------------------|---------|-------------|
| 022469 | 2/5/2013 | C & L DISTRIBUTING CO. | | | |
| E 609-49750-252 | | Beer For Resale | (\$11.20) | 382790 | BEER-CREDIT |
| E 609-49750-254 | | Mix/Non Alcoholic | \$35.30 | 382790 | NA |
| E 609-49750-252 | | Beer For Resale | \$7,293.10 | 382793 | BEER |
| E 609-49750-252 | | Beer For Resale | \$1,894.05 | 383748 | BEER |
| E 609-49750-254 | | Mix/Non Alcoholic | \$39.45 | 383748 | NA |
| E 609-49750-252 | | Beer For Resale | \$3,059.40 | 384780 | BEER |
| E 609-49750-254 | | Mix/Non Alcoholic | \$61.60 | 384780 | NA |
| E 609-49750-252 | | Beer For Resale | \$7,641.25 | 385865 | BEER |
| E 609-49750-254 | | Mix/Non Alcoholic | \$83.40 | 386870 | NA |
| E 609-49750-252 | | Beer For Resale | \$8,260.50 | 386870 | BEER |
| E 609-49750-252 | | Beer For Resale | \$500.00 | 386872 | BEER |
| Total C & L DISTRIBUTING CO. | | | \$28,856.85 | | |

| Paid Chk# | Date | Company | Check Amt | Invoice | Comment |
|--|----------|-----------------------------|--------------------|---------|----------|
| 022470 | 2/5/2013 | DAHLHEIMER DISTRIBUTING CO. | | | |
| E 609-49750-252 | | Beer For Resale | \$394.50 | 10140 | BEER |
| E 609-49750-252 | | Beer For Resale | (\$59.37) | 1052249 | BEER |
| E 609-49750-254 | | Mix/Non Alcoholic | (\$84.50) | 1052249 | NA |
| E 609-49750-260 | | Deposits | (\$30.00) | 1052283 | DEPOSITS |
| E 609-49750-254 | | Mix/Non Alcoholic | \$136.00 | 1052283 | NA |
| E 609-49750-252 | | Beer For Resale | \$4,627.55 | 1052283 | BEER |
| E 609-49750-252 | | Beer For Resale | \$603.41 | 1052303 | BEER |
| E 609-49750-252 | | Beer For Resale | \$5,938.71 | 1052335 | BEER |
| E 609-49750-252 | | Beer For Resale | \$9,384.30 | 1052392 | BEER |
| E 609-49750-252 | | Beer For Resale | \$434.12 | 1054819 | BEER |
| E 609-49750-254 | | Mix/Non Alcoholic | \$99.50 | 1054856 | NA |
| E 609-49750-252 | | Beer For Resale | \$4,432.32 | 1054856 | BEER |
| E 609-49750-252 | | Beer For Resale | \$481.10 | 1054888 | BEER |
| E 609-49750-254 | | Mix/Non Alcoholic | \$23.50 | 1054888 | NA |
| E 609-49750-252 | | Beer For Resale | \$288.00 | 9891 | BEER |
| Total DAHLHEIMER DISTRIBUTING CO. | | | \$26,669.14 | | |

| Paid Chk# | Date | Company | Check Amt | Invoice | Comment |
|-----------------------|----------|-----------|-----------------|--------------|---------------|
| 022471 | 2/5/2013 | FRONTIER | | | |
| E 609-49750-321 | | Telephone | \$115.82 | 320983625511 | FEB PHONE SVC |
| Total FRONTIER | | | \$115.82 | | |

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FEBRUARY 2013

| | | | Check Amt | Invoice | Comment |
|---|---|--|--------------------|---------|-----------------------|
| Paid Chk# 022472 2/5/2013 J.J. TAYLOR DIST OF MN | | | | | |
| E 609-49750-333 | Freight and Express | | \$3.00 | 1984999 | DELIVERY |
| E 609-49750-252 | Beer For Resale | | \$153.00 | 1984999 | BEER |
| E 609-49750-252 | Beer For Resale | | \$225.70 | 2004962 | BEER |
| E 609-49750-301 | Auditing and Acct g Services | | \$3.00 | 2004962 | DELIVERY |
| | Total J.J. TAYLOR DIST OF MN | | \$384.70 | | |
| Paid Chk# 022473 2/5/2013 JIMS MILLE LACS DISPOSAL | | | | | |
| E 609-49750-384 | Refuse/Garbage Disposal | | \$81.90 | 219225 | REFUSE COLLECTION |
| | Total JIMS MILLE LACS DISPOSAL | | \$81.90 | | |
| Paid Chk# 022474 2/5/2013 JOHNSON BROTHERS LIQUOR CO. | | | | | |
| E 609-49750-251 | Liquor For Resale | | \$2,460.17 | 1471216 | LIQUOR |
| E 609-49750-333 | Freight and Express | | \$34.54 | 1471216 | DELIVERY |
| E 609-49750-254 | Mix/Non Alcoholic | | \$26.95 | 1471216 | NA |
| E 609-49750-253 | Wine For Resale | | \$171.30 | 1471216 | WINE |
| E 609-49750-251 | Liquor For Resale | | \$488.70 | 1477377 | LIQUOR |
| E 609-49750-333 | Freight and Express | | \$14.13 | 1477377 | DELIVERY |
| E 609-49750-253 | Wine For Resale | | \$110.30 | 1477377 | WINE |
| E 609-49750-259 | Other For Resale | | \$16.00 | 1477378 | MISC |
| E 609-49750-254 | Mix/Non Alcoholic | | \$31.00 | 1477378 | NA |
| E 609-49750-253 | Wine For Resale | | \$688.20 | 1477378 | WINE |
| E 609-49750-333 | Freight and Express | | \$31.40 | 1477378 | DELIVERY |
| E 609-49750-253 | Wine For Resale | | \$3,455.05 | 1482113 | WINE |
| E 609-49750-333 | Freight and Express | | \$114.61 | 1482113 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | | \$411.60 | 1482113 | LIQUOR |
| E 609-49750-253 | Wine For Resale | | \$975.55 | 1486760 | WINE |
| E 609-49750-251 | Liquor For Resale | | \$793.66 | 1486760 | LIQUOR |
| E 609-49750-333 | Freight and Express | | \$58.09 | 1486760 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | | \$409.05 | 1491695 | LIQUOR |
| E 609-49750-253 | Wine For Resale | | \$1,054.20 | 1491695 | WINE |
| E 609-49750-333 | Freight and Express | | \$61.23 | 1491695 | DELIVERY |
| G 609-20200 | Accounts Payable | | (\$19.08) | 561067 | LIQUOR-CREDIT |
| G 609-20200 | Accounts Payable | | (\$53.59) | 561067 | WINE-CREDIT |
| G 609-20200 | Accounts Payable | | (\$4.25) | 561068 | LIQUOR-CREDIT |
| G 609-20200 | Accounts Payable | | (\$6.75) | 561069 | LIQUOR-CREDIT |
| G 609-20200 | Accounts Payable | | (\$15.00) | 561070 | LIQUOR-CREDIT |
| G 609-20200 | Accounts Payable | | (\$6.93) | 561071 | WINE-CREDIT |
| E 609-49750-253 | Wine For Resale | | (\$120.00) | 563496 | WINE-CREDIT |
| E 609-49750-333 | Freight and Express | | (\$1.57) | 563496 | DELIVERY-CREDIT |
| | Total JOHNSON BROTHERS LIQUOR CO. | | \$11,178.56 | | |
| Paid Chk# 022475 2/5/2013 MANAGEMENT INFO. SOLUTIONS | | | | | |
| E 609-49750-309 | EDP, Software and Design | | \$400.78 | 1694 | HARD DRIVE |
| | Total MANAGEMENT INFO. SOLUTIONS | | \$400.78 | | |
| Paid Chk# 022476 2/5/2013 MCDONALD DISTRIBUTING | | | | | |
| E 609-49750-252 | Beer For Resale | | (\$27.00) | 22001 | BEER-CREDIT |
| G 609-20200 | Accounts Payable | | (\$85.00) | 22872 | BEER-CREDIT |
| E 609-49750-252 | Beer For Resale | | \$110.30 | 319973 | BEER |
| E 609-49750-333 | Freight and Express | | \$3.00 | 319973 | DELIVERY |
| | Total MCDONALD DISTRIBUTING | | \$1.30 | | |
| Paid Chk# 022477 2/5/2013 MN MUNICIPAL BEVERAGE ASSOC. | | | | | |
| E 609-49750-208 | Training and Travel | | \$150.00 | | ALCOHOL TRAINING-2/10 |
| | Total MN MUNICIPAL BEVERAGE ASSOC. | | \$150.00 | | |
| Paid Chk# 022478 2/5/2013 PAUSTIS & SONS | | | | | |

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FEBRUARY 2013

| | | Check Amt | Invoice | Comment |
|--|---------------------|--------------------|---|---------------|
| E 609-49750-253 | Wine For Resale | \$1,332.48 | 8384373 | WINE |
| E 609-49750-333 | Freight and Express | \$22.50 | 8384373 | DELIVERY |
| Total PAUSTIS & SONS | | \$1,354.98 | | |
| <hr/> | | | | |
| Paid Chk# | 022479 | 2/5/2013 | PHILLIPS WINE AND SPIRITS | |
| E 609-49750-251 | Liquor For Resale | \$1,707.93 | 2361919 | LIQUOR |
| E 609-49750-253 | Wine For Resale | \$960.00 | 2361919 | WINE |
| E 609-49750-333 | Freight and Express | \$52.60 | 2361919 | DELIVERY |
| E 609-49750-254 | Mix/Non Alcoholic | \$19.00 | 2365201 | NA |
| E 609-49750-251 | Liquor For Resale | \$3,323.24 | 2365201 | LIQUOR |
| E 609-49750-253 | Wine For Resale | \$1,292.56 | 2365201 | WINE |
| E 609-49750-333 | Freight and Express | \$131.22 | 2365201 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | \$49.00 | 2368327 | LIQUOR |
| E 609-49750-253 | Wine For Resale | \$1,760.00 | 2368327 | WINE |
| E 609-49750-333 | Freight and Express | \$62.80 | 2368327 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | \$999.89 | 2371593 | LIQUOR |
| E 609-49750-333 | Freight and Express | \$13.34 | 2371593 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | (\$18.00) | 3497768 | LIQUOR-CREDIT |
| E 609-49750-251 | Liquor For Resale | (\$15.04) | 3497769 | LIQUOR-CREDIT |
| E 609-49750-251 | Liquor For Resale | (\$30.16) | 3497770 | LIQUOR-CREDIT |
| E 609-49750-251 | Liquor For Resale | (\$54.26) | 3497771 | LIQUOR-CREDIT |
| E 609-49750-253 | Wine For Resale | (\$40.00) | 3497772 | WINE-CREDIT |
| Total PHILLIPS WINE AND SPIRITS | | \$10,214.12 | | |
| <hr/> | | | | |
| Paid Chk# | 022480 | 2/5/2013 | ROHLFING OF BRAINERD, INC | |
| E 609-49750-252 | Beer For Resale | \$771.25 | 818149 | BEER |
| Total ROHLFING OF BRAINERD, INC | | \$771.25 | | |
| <hr/> | | | | |
| Paid Chk# | 022481 | 2/5/2013 | SOUTHERN WINE & SPIRITS OF MN | |
| E 609-49750-254 | Mix/Non Alcoholic | \$32.05 | 2006230 | NA |
| E 609-49750-251 | Liquor For Resale | \$1,680.71 | 2006230 | LIQUOR |
| E 609-49750-253 | Wine For Resale | \$612.00 | 2006230 | WINE |
| E 609-49750-333 | Freight and Express | \$37.50 | 2006230 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | \$814.49 | 2006306 | LIQUOR |
| E 609-49750-333 | Freight and Express | \$7.62 | 2006306 | DELIVERY |
| Total SOUTHERN WINE & SPIRITS OF MN | | \$3,184.37 | | |
| <hr/> | | | | |
| Paid Chk# | 022482 | 2/5/2013 | SUNNY HILL DISTRIBUTORS | |
| E 609-49750-251 | Liquor For Resale | \$29.99 | 278946 | LIQUOR |
| E 609-49750-333 | Freight and Express | \$24.70 | 278946 | DELIVERY |
| E 609-49750-253 | Wine For Resale | \$894.04 | 278946 | WINE |
| E 609-49750-333 | Freight and Express | \$6.65 | 279687 | DELIVERY |
| E 609-49750-253 | Wine For Resale | \$251.99 | 279687 | WINE |
| Total SUNNY HILL DISTRIBUTORS | | \$1,207.37 | | |
| <hr/> | | | | |
| Paid Chk# | 022483 | 2/5/2013 | VINOCOPIA | |
| E 609-49750-333 | Freight and Express | \$27.00 | 70594 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | \$746.09 | 70594 | LIQUOR |
| E 609-49750-253 | Wine For Resale | \$56.00 | 70594 | WINE |
| Total VINOCOPIA | | \$829.09 | | |
| <hr/> | | | | |
| Paid Chk# | 022484 | 2/5/2013 | WIRTZ BEVERAGE MN WINE & SPRTS | |
| E 609-49750-253 | Wine For Resale | \$99.95 | 158758 | WINE |
| E 609-49750-254 | Mix/Non Alcoholic | \$87.52 | 158758 | NA |
| E 609-49750-333 | Freight and Express | \$268.50 | 158758 | DELIVERY |
| E 609-49750-251 | Liquor For Resale | \$14,126.05 | 158758 | LIQUOR |
| E 609-49750-253 | Wine For Resale | \$219.92 | 161959 | WINE |
| E 609-49750-251 | Liquor For Resale | \$4,024.78 | 161959 | LIQUOR |

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FEBRUARY 2013

| | Check Amt | Invoice | Comment |
|--|---------------------|---------|---------------|
| E 609-49750-333 Freight and Express | \$49.50 | 161959 | DELIVERY |
| E 609-49750-251 Liquor For Resale | \$965.25 | 166281 | LIQUOR |
| E 609-49750-333 Freight and Express | \$9.00 | 166281 | DELIVERY |
| E 609-49750-333 Freight and Express | \$9.00 | 166541 | DELIVERY |
| E 609-49750-253 Wine For Resale | \$39.95 | 166541 | WINE |
| E 609-49750-251 Liquor For Resale | \$314.42 | 166541 | LIQUOR |
| E 609-49750-254 Mix/Non Alcoholic | \$70.72 | 166561 | NA |
| E 609-49750-253 Wine For Resale | \$39.95 | 169362 | WINE |
| E 609-49750-251 Liquor For Resale | \$2,833.77 | 169362 | LIQUOR |
| E 609-49750-333 Freight and Express | \$33.00 | 169362 | DELIVERY |
| E 609-49750-333 Freight and Express | \$31.50 | 172435 | DELIVERY |
| E 609-49750-251 Liquor For Resale | \$1,326.10 | 172435 | LIQUOR |
| E 609-49750-253 Wine For Resale | \$439.50 | 172435 | WINE |
| G 609-20200 Accounts Payable | (\$4.58) | 875361 | LIQUOR-CREDIT |
| otal WIRTZ BEVERAGE MN WINE & SPRTS | \$24,983.80 | | |
| 10900 Liquor Bank | \$116,877.31 | | |

Fund Summary

| | |
|---------------------------|---------------------|
| 10900 Liquor Bank | |
| 609 MUNICIPAL LIQUOR FUND | \$116,877.31 |
| | <u>\$116,877.31</u> |

CITY OF MILACA

Council Monthly Budget Report February 2013

| DEPT Descr | 2013 YTD Budget | 2013 YTD Amt | Balance | 2013 % of Budget Remain |
|--------------------|----------------------------|---------------------|----------------|------------------------------------|
| Airport | \$100,700.00 | \$10,039.04 | \$90,660.96 | 90.03% |
| Assessing | \$13,000.00 | \$0.00 | \$13,000.00 | 100.00% |
| Auditing | \$12,000.00 | \$0.00 | \$12,000.00 | 100.00% |
| City Attorney | \$49,000.00 | \$7,975.48 | \$41,024.52 | 83.72% |
| City Hall | \$225,000.00 | \$34,007.06 | \$190,992.94 | 84.89% |
| City Manager | \$21,325.00 | \$4,641.68 | \$16,683.32 | 78.23% |
| Council | \$12,450.00 | \$1,289.28 | \$11,160.72 | 89.64% |
| Elections | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Fire Dept. | \$176,810.00 | \$13,990.09 | \$162,819.91 | 92.09% |
| Historical Society | \$7,115.00 | \$2,596.11 | \$4,518.89 | 63.51% |
| Liaison Officer | \$66,565.00 | \$15,599.19 | \$50,965.81 | 76.57% |
| Libraries | \$24,150.00 | \$4,315.49 | \$19,834.51 | 82.13% |
| Ogilvie | \$30,660.00 | \$6,388.43 | \$24,271.57 | 79.16% |
| Parks | \$131,675.00 | \$20,312.16 | \$111,362.84 | 84.57% |
| Planning Comm. | \$2,000.00 | \$0.00 | \$2,000.00 | 100.00% |
| Police Dept. | \$430,650.00 | \$122,143.25 | \$308,506.75 | 71.64% |
| Public Works | \$217,075.00 | \$30,033.58 | \$187,041.42 | 86.16% |
| Rec Fest | \$15,000.00 | \$244.20 | \$14,755.80 | 98.37% |
| Recreation | \$2,000.00 | \$1,984.71 | \$15.29 | 0.76% |
| Treasurer | \$27,100.00 | \$5,369.11 | \$21,730.89 | 80.19% |
| Unallocated | \$12,600.00 | \$4,600.00 | \$8,000.00 | 63.49% |
| | \$1,576,875.00 | \$285,528.86 | \$1,291,346.14 | 81.89% |



Patricia Stotz, County Assessor
Assessor's Office
635 2nd Street SE
Milaca, MN 56353

MAR 11 2013

March 8, 2013

RE: Informational meeting

The Assessor's Office will be holding an informational meeting for elected officials to discuss the 2013 assessment year in light of the current housing market. Estimated market value notices will be mailed in the next week and we feel this meeting will be helpful in fielding questions and concerns from your taxpayers.

The meeting will be held March 28th in the conference room D in the lower level of the Court House from 9:30 to 11:30 am. Informational material will be available as well as a question and answer session. Coffee & cookies will also be served.

Please call the Assessor's Office to let us know how many officers will be attending so we put together enough handouts for everyone. We can be reached at 320-983-8311.

If you are unable to attend the meeting please feel free to stop by the office with any questions and pick up a handout.

Sincerely,

Mille Lacs County Assessor Office

THIS WAS SENT TO CLERK'S ONLY PLEASE SHARE WITH ALL BOARD MEMBERS

Phone: (320) 983-8311 Fax: (320) 983-8280

ORDINANCE NO. 398

AN ORDINANCE AMENDING THE CABLE COMMUNICATIONS FRANCHISE
ORDINANCE

WHEREAS, MIDCONTINENT COMMUNICATIONS (“Company”) holds a cable communications franchise (“Franchise”) for the construction and operation of a cable communications system within the City of Milaca (“Grantor”); and

WHEREAS, Grantor and Company have mutually agree to extend the term of the Franchise by adopting this Ordinance Amendment (“Amendment”) and to make such other changes as are mutually agreed upon herein.

NOW, THEREFORE, the City of Milaca hereby ordains:

1. The term of the Franchise is hereby amended to expire June 20, 2013, unless Grantor and Company have executed and adopted a new cable communications franchise prior to that date, in which case the Franchise shall expire and terminate concurrently with the effective date of said new franchise.
2. Except as expressly modified herein, all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.
3. This Amendment shall be effective upon its passage and publication in accordance with applicable law.

Passed this 21st day of March, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

1st reading _____
2nd reading _____
Published _____

MILACA ECONOMIC DEVELOPMENT COMMISSION MINUTES
MARCH 15, 2013

The meeting of the Milaca economic development commission was called to order at 7:35 a.m. by Chairman Joe Cronin. The following commission members were present: Steve Kosbab, John Creasy, Ken Muller, and Greg Lerud.

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

Lerud said that he received notice that the county has hired Richard Baker as the Mille Lacs County Community Development Coordinator and he starts on March 18. Lerud she he would like to invite him to a future meeting of the EDC.

Cronin said that he and Muller attended the broadband meeting sponsored by the Blandin Foundation. He said they spoke about the present levels of service being provided, and they would like to meet the statewide goal in 2015.

Cronin noted that the county board reversed their decision regarding adopting the flood map and ordinance.

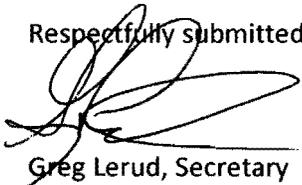
Creasy said there is a Partners in Workforce forum on April 12 from 8:30 to 11:00 in Monticello if anyone was interested in attending.

Muller said the driving range permit was approved by Mille Lacs County.

Kosbab said the East Central Energy annual meeting will be on April 6 at the East Central School near Banning Junction.

With no other business the meeting adjourned at 8:20.

Respectfully submitted,



Greg Lerud, Secretary
Milaca Economic Development Commission

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Sixth day of February in the year Two Thousand Thirteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Milaca
255 1st Street East
Milaca, MN 56353

and the Architect:
(Name, legal status, address and other information)

Chequamegon Bay Engineering, Inc., Subchapter S Corporation
P.O. Box 692
211 Sixth Street West
Ashland, WI 54806
Telephone Number: (715) 682-6004
Fax Number: (715) 682-6025

for the following Project:
(Name, location and detailed description)

CBE Project No. 13005
Milaca – Ambulance Facility Addition to Existing Fire Station
1005 Central AVE N
Milaca, MN 56353

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1784837170)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Approximately 1,460 sq.ft. single level gross area: approximately 780 sq.ft. ambulance garage area, with the remaining to be living/support area. Wood frame insulated structure using a pre-engineered pole building system. 12 Foot side wall height with 12' wide x 10' high overhead door. Predominately pre-finished metal roof and wall panels. Chequamegon Bay Engineering, Inc. will provide architectural, structural, mechanical and electrical design as needed and construction documents for construction of the project building. Attend necessary program meetings with town committee to finalize the interior and exterior design. Coordinate as necessary with site, structural, mechanical and electrical designs. Construction drawing and specifications. Coordinate bidding process. Three (3) trips to site during construction.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Early 2013

.2 Substantial Completion date:

Late 2013

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§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

General Aggregate \$2,000,000.00
(Please submit a copy of your current insurance certificate with Chequamegon Bay Engineering, Inc. named as additional insured.)

.2 Automobile Liability

Combined Single Limit \$1,000,000

.3 Workers' Compensation

Policy Limit \$500,000

.4 Professional Liability

\$2,000,000 Per Occurrence
(Please submit a copy.)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;

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- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor,

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Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor

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that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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| Additional Services | Responsibility (Architect, Owner or Not Provided) | Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below) |
|---|--|--|
| § 4.1.1 Programming | Not Provided | |
| § 4.1.2 Multiple preliminary designs | Not Provided | |
| § 4.1.3 Measured drawings | Not Provided | |
| § 4.1.4 Existing facilities surveys | Not Provided | |
| § 4.1.5 Site Evaluation and Planning (B203™-2007) | Not Provided | |
| § 4.1.6 Building information modeling | Not Provided | |
| § 4.1.7 Civil engineering | Not Provided | |
| § 4.1.8 Landscape design | Not Provided | |
| § 4.1.9 Architectural Interior Design (B252™-2007) | Not Provided | |
| § 4.1.10 Value Analysis (B204™-2007) | Not Provided | |
| § 4.1.11 Detailed cost estimating | Not Provided | |
| § 4.1.12 On-site project representation | Not Provided | |
| § 4.1.13 Conformed construction documents | Not Provided | |
| § 4.1.14 As-Designed Record drawings | Not Provided | |
| § 4.1.15 As-Constructed Record drawings | Not Provided | |
| § 4.1.16 Post occupancy evaluation | Not Provided | |
| § 4.1.17 Facility Support Services (B210™-2007) | Not Provided | |
| § 4.1.18 Tenant-related services | Not Provided | |
| § 4.1.19 Coordination of Owner's consultants | Not Provided | |
| § 4.1.20 Telecommunications/data design | Not Provided | |
| § 4.1.21 Security Evaluation and Planning (B206™-2007) | Not Provided | |
| § 4.1.22 Commissioning (B211™-2007) | Not Provided | |
| § 4.1.23 Extensive environmentally responsible design | Not Provided | |
| § 4.1.24 LEED® Certification (B214™-2007) | Not Provided | |
| § 4.1.25 Fast-track design services | Not Provided | |
| § 4.1.26 Historic Preservation (B205™-2007) | Not Provided | |
| § 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007) | Not Provided | |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Three (3) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor

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the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely

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and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Eleven Thousand Seven Hundred (\$11,700.00) dollars.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| Additional design services: \$125.00/hr.
 | Additional site visits with written report: \$750.00/visit
 | Additional printing of plans sheets: \$7.00/sheet
 | Additional printing of specification sheets: \$1.00/sheet

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Additional design services: \$125.00/hr.
 | Additional site visits with written report: \$750.00/visit
 | Additional printing of plans sheets: \$7.00/sheet
 | Additional printing of specification sheets: \$1.00/sheet

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | |
|---------------------------------|--------------------|------------------|------------|-----------|
| Schematic Design Phase | Fifteen | percent (| 15 | %) |
| Design Development Phase | Twenty | percent (| 20 | %) |
| Construction Documents Phase | Forty | percent (| 40 | %) |
| Bidding or Negotiation Phase | Five | percent (| 5 | %) |
| Construction Phase | Twenty | percent (| 20 | %) |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are

performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category | Rate |
|----------------------|----------|
| Architect | \$125.00 |
| Senior Draftsman | \$85.00 |
| Administrative | \$25.00 |

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of none (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

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§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

| N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

William G. Kurtz, President

(Printed name and title)

(Signature)

Greg Lerud, City Manager

(Printed name and title)

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