MILACA CITY COUNCIL AGENDA
NOVEMBER 21, 2013

6:30 Call meeting to order
Roll Call

Consent Agenda
Minutes of October 17 regular meeting
Bills for payment
Resolution No. 13 – 33 Assessing unpaid water and sewer bill
Resolution No. 13 – 34 Assessing water service repair charge
Resolution No. 13 – 35 Assessing water service repair charge
Resolution No. 13 – 36 Lease for mower
Stone Haven agreement
City Treasurer's report

Citizens Forum

Public Hearing

Requests and Communications
Helen Piper – Timber Trails

Ordinances and Resolutions
Ordinance No. 404 – Water and sewer rates (1st reading)

Reports of Boards and Commissions
Planning commission
Economic Development commission
Airport commission
Layout Plan
Parks commission
MCAT

Unfinished Business
Memorandum of understanding with Milaca Area Historical Society

New Business
Theater lot
Fire hall addition

Council Comments

Adjourn

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

MILACA CITY COUNCIL MINUTES
OCTOBER 17, 2013 MEETING

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

Staff present: Lerud and Toven.

Others present: Laura Broberg and Lesley Toth.

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

1. Minutes of the September 12 regular meeting.
2. General bills, 813206E-813210E, 813219E, #999997, #39766-39767, #39814-39834, #39838-39905, totaling $319,428.24; Liquor bills, 913033E-913037E, #22684-22696, #22728-22742, totaling $202,770.44
3. RESOLUTION NO. 13 – 24 APPROVAL OF PREMIES GAMBLING PERMIT FOR MILACA FIREFIGHTER'S RELIEF ASSOCIATION (entire text appears in Resolution book.)
4. RESOLUTION NO. 13 – 25 ASSESSING UNPAID FIRE DEPARTMENT SERVICE CHARGE (entire text appears in Resolution book.)
5. RESOLUTION NO. 13 – 26 ASSESSING UNPAID FIRE DEPARTMENT SERVICE CHARGE (entire text appears in Resolution book.)
6. RESOLUTION NO. 13 – 27 ASSESSING UNPAID WATER SERVICE CHARGE (entire text appears in Resolution book.)
7. RESOLUTION NO. 13 – 28 APPROVING LOBACCO LICENSE FOR DOLLAR GENERAL STORE (entire text appears in Resolution book.)
8. Appoint Natalie Novak to Parks Commission for a term to expire 12/31/2014.
9. Approve City Treasurer's report.

All present voted in favor.

No one was present for citizen's forum.

Mayor Pedersen opened the public hearing to consider Resolution No. 13 – 29. Laura Broberg, from Elim Care, was present to answer any questions. She said the financing request is to refinance existing debt. Mayor Pedersen said that this financing is not a debt to the city. Lerud said that the debt is considered conduit debt in the city's audit, but it is not an obligation of the city.

There were no other comments. Mayor Pedersen closed the public hearing.

Council member Dillan offered Resolution No. 13 – 29 and moved for its adoption, second by Johnson

RESOLUTION NO. 13 – 29

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $3,500,000 AGGREGATE PRINCIPAL AMOUNT OF THE REFUNDING REVENUE NOTE (COUNTRY MEADOWS OF MILACA PROJECT), SERIES 2013 (THE "NOTE") OF THE CITY OF MILACA, MINNESOTA, FOR THE PURPOSE OF LENDING THE PROCEEDS THEREOF TO COUNTRY MEADOWS OF MILACA, INC. FOR THE PURPOSE OF REFINANCING THE CITY OF MILACA, MINNESOTA HOUSING REVENUE BONDS (COUNTRY MEADOWS OF MILACA, INC. PROJECT) SERIES 2005 (THE "SERIES 2005 BONDS") WHICH WERE ISSUED TO FINANCE THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A 32-UNIT ASSISTED LIVING AND CONGREGATE CARE FACILITY LOCATED IN THE CITY OF MILACA, MINNESOTA; THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE ISSUER AND COUNTRY MEADOWS OF MILACA, INC. PROVIDING FOR THE REPAYMENT OF THE LOAN OF THE PROCEEDS OF SAID NOTE AND THE SECURING OF SAID REPAYMENT OBLIGATION, AND RELATED MATTERS.
(entire text appears in Resolution book)

All present voted in favor.

Lerud said that a group wants to hold a bike race on the trails later next year. He said the group was to have sent over information about the event but had not. He said it is a big race, and when information is received he would pass it on to the council.

Council member Johnson offered Resolution No. 13 – 30 and moved for its adoption, second by Dillan

RESOLUTION NO. 13 – 30
RESOLUTION APPROVING AN INTERIM USE PERMIT
(Entire text appears in Resolution book)

All present voted in favor.

Council member Bekius offered Resolution No. 13 – 31 and the credit card policy as presented and moved for its adoption, second by Dillan

RESOLUTION NO. 13 – 31
RESOLUTION TO OBTAIN CORPORATE CREDIT CARD
(entire text appears in Resolution book)

Todd Quaintance arrived at 7:00 p.m.

Lerud said there are fewer places that will accept a check from the city, and credit card is needed, rather than the employees having to put the expense on their own credit cards and then get reimbursed. He said that many cities use them. There was a brief discussion. Upon voting all present voted in favor of the Resolution.

Lerud said the city has been looking at the tax increment generated in the downtown district, and David Drown, the city finance advisor, is recommending the city modify the existing district. Lerud said that there is a five year limit on parcels being included in the district if they have not done improvements, and the way that the tax increment is calculated, those parcels that have not done an improvement decrease the amount of increment generated by those properties that have had an improvement. Lerud said if the district is modified rather than just allowing the parcels that have not had a project to drop out; the value goes back to the original amount, which has the effect of realizing the benefit of the true improvement amount. He said that the proposed Resolution was just received, and it would call for a public hearing at the December meeting.

Council member Dillan offered Resolution No. 13 – 32 and moved for its adoption, second by Johnson

RESOLUTION NO. 13 – 32

CALLING FOR PUBLIC HEARING ON THE MODIFICATION OF TAX INCREMENT FINANCING DISTRICT NO. 4-10 AND THE ADOPTION OF A MODIFIED TAX INCREMENT FINANCING PLAN RELATING THERETO

(entire text appears in Resolution book)

All present voted in favor.

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

Lerud said that he was gone for the economic development commission last month, so he did not yet have the minutes from the chair. He said last month's minutes, along with the minutes of tomorrow's meeting would be in next month's agenda packet.

There was no airport commission report.

Mayor Pedersen said the band shell work has started, and all the buildings have been painted.

Council member Dillan said MCAT has postponed the field day until spring. He said they are working on a volunteer committee framework.

Lerud said he has been working for the last month or so to try and find a way to get the ambulance addition onto the fire hall. He said the difference between the loan amount from East Central Energy, and the estimated cost to complete the project is approximately $70,000. He said that neither Fairview nor North is in a position to finance the difference. Lerud said that he and the city treasurer have been visiting about using an interfund loan to from the sewer fund to the general fund to complete the project, and it is the only option right now to complete the project.

Lerud said there is a signed lease agreement for $2,000 per month only because an amount needed to go into the lease. It was anticipated to be about $1,650 per month, and none of the parties thought that the project would reach the higher amount, so if the council decides to proceed, he would like both Fairview and North to make sure they are comfortable with the higher payment. Lerud said the risk to the city is that Fairview would not renew the lease in 10 years.

Council member Bekius said he thought it was very important to keep the ambulance service in the city, and asked if a payment analysis could be done showing what the city would pay back in the initial lease, because he said he wanted to see what would be coming back to the sewer fund in the first lease term. He said the sewer fund should receive some reimbursement during the first ten years, and not have to wait. Lerud said he would meet with the city treasurer on those estimates.

After a brief discussion Bekius made a motion to complete the agreement with North and Fairview, accept the low bid on the project, and come with financing options at the November meeting, second by Dillan, all present voted in favor.

Information about water and sewer rates was presented. Lerud went through the details and said that if the council wanted to look at different options, staff would be happy to look at other options. He said that the proposed rates would increase water revenue by an estimated $1,600 per month, and sewer an estimated $1000 per month. He said that the revenue from the AT & T lease will help the water fund. Lerud said that tonight was for informational purposes only. He said a first reading would be scheduled in November, and a second in December if the council wanted to proceed. The consensus was to proceed on that schedule.

Chief of Police Todd Quaintance said the city has a recreational motor vehicle ordinance and he would like input from the council on how to enforce the ordinance. He said that he reads the ordinance that people can get in and out of town to ride on trails outside the city, but cannot use the recreational motor vehicles (RMVs) around the city. In addition, he said the current ordinance says no passengers are permitted, and does not differentiate between utility RMVs, which are designed for passengers, and four-wheelers which generally do not have seating for more than the driver. Quaintance said the police are seeing more usage of RMVs around the city for errands, and trips around the city.

Council member Bekius said that the four-wheeler usage on the north end of the city is definitely an issue. He said that they are frequently on private property and not staying on the street. He said that he thought that RMVs should just be used to and from the trails, and not for errands around the city. Having said that, however, he said that he thought the ordinance should be changed to treat utility-type RMVs to be on par with golf carts, and keep the other RMVs in the separate category.

Council member Johnson asked what specific problems are being seen. Quaintance said that the RMVs are going places that golf carts cannot go, so there are opportunities to cause issues. In addition he said that the four-wheelers do not have the safety restraints that the utility RMVs have. Also, he said the ordinance states that the driver of a RMV cannot be under the influence of alcohol, and that is a different standard than motor vehicle DWI regulations. The ordinance now states that they cannot consume any alcohol and drive. City Attorney Toven said that is a different standard than the motor vehicle DWI regulations.

Mayor Pedersen said he did not think that these vehicles being used for trips were a problem, but he thought the ordinance should be changed so the DWI standard was consistent with automobiles. Council member Bekius said that four-wheelers are a problem, but utility vehicles do not seem to be an issue. Council member Johnson agreed and said utility vehicles are generally used for hauling things.

Council member Bekius suggested that the existing ordinance be changed to group multi-seat RMVs with golf carts and change the language regarding alcohol usage so it is consistent. He said he thought the other issues could be addressed by the current ordinance. The consensus of the council was to request the city attorney prepare an ordinance change and bring to a future meeting.

Mayor Pedersen called for council comments. There were none. With no other business a motion to adjourn was made by Johnson, second by Bekius, all present voted in favor and the meeting adjourned at 7:50 p.m.

_____

Mayor Harold Pedersen

ATTEST

_____

Greg Lerud, City Manager

CITY OF MILACA

*Check Detail Register©

OCTOBER 2013

		Check Amt	Invoice	Comment
10100 General Bank				
Paid Chk# 813228E	10/21/2013 **CENTERPOINT ENERGY**			
E 208-49010-381	Utilities	$19.24	5813915	NATURAL GAS-SR CENTER
E 101-45600-381	Utilities	$19.87	5817670	NATURAL GAS-HISTORICAL SOCIETY
E 101-43000-381	Utilities	$50.32	5826633	NATURAL GAS-PW
E 101-41940-381	Utilities	$21.14	5831068	NATURAL GAS-CITY HALL
E 101-42280-381	Utilities	$13.32	6122593	NATURAL GAS-FIRE
E 602-49400-381	Utilities	$64.92	6672186	NATURAL GAS-WATER TRMT
E 101-45500-381	Utilities	$39.95	7142283	NATURAL GAS-LIBRARY
	Total CENTERPOINT ENERGY	$228.76		
Paid Chk# 813229E	10/7/2013 **EAST CENTRAL ENERGY**			
E 603-49450-381	Utilities	$38.00	201875902	ELECTRIC
E 603-49450-381	Utilities	$69.85	203981301	ELECTRIC
E 101-43000-380	Street Lights	$3,078.63	204619700	ELECTRIC
E 101-45200-381	Utilities	$45.56	205400900	ELECTRIC
E 602-49400-381	Utilities	$1,315.20	206041500	ELECTRIC
E 101-45500-381	Utilities	$846.80	206085200	ELECTRIC
E 602-49400-381	Utilities	$403.08	206734200	ELECTRIC
E 101-45200-381	Utilities	$32.71	5379600	ELECTRIC
E 101-49810-381	Utilities	$103.85	5448100	ELECTRIC
E 101-42110-437	Other Miscellaneous	$63.71	6302100	ELECTRIC
E 603-49450-381	Utilities	$82.70	6678100	ELECTRIC
E 101-42280-381	Utilities	$143.60	6751501	ELECTRIC
E 101-42280-381	Utilities	$359.89	7546001	ELECTRIC
E 101-41940-381	Utilities	$779.80	8145502	ELECTRIC
E 101-49810-381	Utilities	$64.03	830700	ELECTRIC
E 101-49810-381	Utilities	$71.57	831000	ELECTRIC
E 101-43000-380	Street Lights	$234.34	831300	ELECTRIC
E 101-43000-381	Utilities	$568.83	831500	ELECTRIC
E 603-49450-381	Utilities	$589.29	832000	ELECTRIC
E 602-49400-381	Utilities	$59.71	832100	ELECTRIC
E 101-45600-381	Utilities	$167.65	832400	ELECTRIC
E 603-49450-381	Utilities	$82.49	832500	ELECTRIC
E 603-49450-381	Utilities	$104.18	832600	ELECTRIC
E 602-49400-381	Utilities	$87.84	833100	ELECTRIC
E 602-49400-381	Utilities	$54.20	833300	ELECTRIC
E 101-45200-381	Utilities	$33.46	833400	ELECTRIC
E 101-45200-381	Utilities	$113.72	833600	ELECTRIC
E 208-49010-381	Utilities	$257.68	9084202	ELECTRIC
E 602-49400-381	Utilities	$299.38	970110800	ELECTRIC
E 101-42110-437	Other Miscellaneous	$33.64	97017300	ELECTRIC
	Total EAST CENTRAL ENERGY	$10,185.39		
Paid Chk# 813230E	10/15/2013 **MILACA LOCAL LINK**			
E 619-49900-321	Telephone	$93.80	320-982-1099	PHONE SERVICE-DEP REG
E 101-45500-321	Telephone	$44.20	320-982-1549	ALARM LINE - LIBRARY
E 101-42280-321	Telephone	$88.24	320-982-3465	PHONE SERVICE-FIRE
	Total MILACA LOCAL LINK	$226.24		
Paid Chk# 813231E	10/4/2013 **UNION SECURITY INSURANCE CO.**			
G 101-21707	Disability	$440.32	4022335-0-1	LTD-OCT 2013
	Total UNION SECURITY INSURANCE CO.	$440.32		
Paid Chk# 813232E	10/18/2013 **MN DEPT OF REVENUE**			
G 602-20800	Sales Tax Payable	$1,312.00	8023854	W/S SALES TAX-3RD QTR
R 602-37120	Sale of Water Parts	$43.00	8023854	QTRLY SALES TAX-3RD QTR

CITY OF MILACA

*Check Detail Register©

OCTOBER 2013

		Check Amt	Invoice	Comment
R 619-36200	Miscellaneous Revenues	$60.00	8023854	QTRLY SALES TAX-3RD QTR
R 101-34107	Assessment Search Fees	$21.00	8023854	QTRLY SALES TAX-3RD QTR
R 101-34780	Park Fees	$26.00	8023854	QTRLY SALES TAX-3RD QTR
E 101-45700-437	Other Miscellaneous	$574.00	8023854	QTRLY SALES TAX-3RD QTR
R 101-36200	Miscellaneous Revenues	$3.00	8023854	QTRLY SALES TAX-3RD QTR
Total	**MN DEPT OF REVENUE**	$2,039.00		
Paid Chk# 813233E	10/31/2013 **INCONTACT INC**			
E 101-42280-321	Telephone	$8.01	4020342	LONG DISTANCE SERVICE-FIRE
E 101-41940-321	Telephone	$39.09	4020370	LONG DISTANCE SERVICE-CITY HALL
E 101-43000-321	Telephone	$8.36	4020375	LONG DISTANCE SERVICE-PW
E 101-42110-321	Telephone	$26.34	4021370	LONG DISTANCE SERVICE-PD
E 619-49900-321	Telephone	$5.13	4021396	LONG DISTANCE SERVICE-DEP REG
E 602-49400-321	Telephone	$2.08	4021432	LONG DISTANCE SERVICE-WATER
E 101-45200-321	Telephone	$11.43	4580547	LONG DISTANCE SERVICE-PARKS
Total	**INCONTACT INC**	$100.44		
Paid Chk# 813234E	10/18/2013 **MN DEPT OF LABOR & INDUSTRY**			
R 607-32210	Building Permits	$239.50		3RD QTR SURCHARGE
Total	**MN DEPT OF LABOR & INDUSTRY**	$239.50		
10100	**General Bank**	$13,459.65		

Fund Summary

10100 General Bank	
101 GENERAL FUND	$8,176.38
208 CHARITABLE GAMBLING FUND	$276.92
602 WATER FUND	$3,641.41
603 SEWER FUND	$966.51
607 BLDG INSPECTION FUND	$239.50
619 DEPUTY REGISTRAR FUND	$158.93
	$13,459.65

CITY OF MILACA

*Check Detail Register©

NOVEMBER 2013

		Check Amt	Invoice	Comment
10100 General Bank				
Paid Chk# 039921	11/21/2013 **ALEXANDRIA TECH COLLEGE**			
E 101-42280-208	Training and Travel	$175.00		A ZIEGLER-FIRE OFFICERS SCHOOL
Total	**ALEXANDRIA TECH COLLEGE**	$175.00		
Paid Chk# 039922	11/21/2013 **AMAZON**			
E 101-42280-217	Other Operating Supplies	$35.25	074870700196	WALL MOUNT BRACKET-FIRE DEPT
Total	**AMAZON**	$35.25		
Paid Chk# 039923	11/21/2013 **AMERIPRIDE**			
E 101-45500-310	Other Professional Services	$27.91	2200431437	RUGS-LIBRARY
E 101-41940-310	Other Professional Services	$9.20	2200431441	RUGS-CITY
E 619-49900-310	Other Professional Services	$19.55	2200431441	RUGS-DEP REG
E 101-45500-310	Other Professional Services	$27.91	2200436591	RUGS-LIBRARY
E 101-41940-310	Other Professional Services	$9.20	2200436592	RUGS-CITY
E 619-49900-310	Other Professional Services	$19.55	2200436592	RUGS-DEP REG
Total	**AMERIPRIDE**	$113.32		
Paid Chk# 039924	11/21/2013 **BILLINGS SERVICE**			
E 101-49810-212	Auto Expense (Fuel/Repair)	$72.68		GAS-AIRPORT
E 101-43000-212	Auto Expense (Fuel/Repair)	$566.97		GAS-PW
E 101-42280-212	Auto Expense (Fuel/Repair)	$584.38		GAS-FIRE
E 101-45200-212	Auto Expense (Fuel/Repair)	$136.81		GAS-PARKS
E 101-42110-212	Auto Expense (Fuel/Repair)	$130.84		TIRES-POLICE
Total	**BILLINGS SERVICE**	$1,491.68		
Paid Chk# 039925	11/21/2013 **BILLINGS, CRAIG**			
E 101-42280-240	Small Tools and Minor Equip	$15.00		REIMB-SANDBLAST HOSE TRAY-FIRE
Total	**BILLINGS, CRAIG**	$15.00		
Paid Chk# 039926	11/21/2013 **BOSER, MICHAEL**			
E 101-42110-208	Training and Travel	$41.83		REIMB-FIETC TRNG-11/5-7
Total	**BOSER, MICHAEL**	$41.83		
Paid Chk# 039927	11/21/2013 **CEMSTONE PRODUCTS CO.**			
E 101-43000-403	Repairs/Maint Streets	$302.00	6019406	ASPHALT MIX
E 101-43000-403	Repairs/Maint Streets	$197.71	6019806	ASPHALT MIX
Total	**CEMSTONE PRODUCTS CO.**	$499.71		
Paid Chk# 039928	11/21/2013 **CORNER MART**			
E 101-49810-212	Auto Expense (Fuel/Repair)	$124.07		GAS-AIRPORT
E 602-49400-212	Auto Expense (Fuel/Repair)	$101.66		GAS-WATER
E 101-42110-212	Auto Expense (Fuel/Repair)	$1,367.12		GAS-POLICE
E 700-50000-212	Auto Expense (Fuel/Repair)	$127.00		GAS-JP
E 603-49450-212	Auto Expense (Fuel/Repair)	$43.35		GAS-SEWER
E 101-43000-212	Auto Expense (Fuel/Repair)	$568.61		GAS-PW
E 101-45200-212	Auto Expense (Fuel/Repair)	$283.59		GAS-PARKS
Total	**CORNER MART**	$2,615.40		
Paid Chk# 039929	11/21/2013 **DAVES EXCAVATING**			
E 602-49400-217	Other Operating Supplies	$260.00		BLACK DIRT-WATER
Total	**DAVES EXCAVATING**	$260.00		
Paid Chk# 039930	11/21/2013 **DOVE FRETLAND & VAN VALKENBURG**			
E 101-41610-304	Legal Fees	$875.00	65501	CIVIL RETAINER-OCT
E 101-41610-304	Legal Fees	$3,130.00	65502	CRIMINAL RETAINER-OCT
tal	**DOVE FRETLAND & VAN VALKENBURG**	$4,005.00		

CITY OF MILACA

*Check Detail Register©

NOVEMBER 2013

		Check Amt	Invoice	Comment
Paid Chk# 039931	11/21/2013 **E.C.M. PUBLISHERS, INC.**			
E 211-49000-343	Other Advertising	$97.20	41894	SAVE THE BANDSHELL AD-HCP
E 211-49000-343	Other Advertising	$47.40	44288	SAVE THE BANDSHELL AD-HCP
	Total E.C.M. PUBLISHERS, INC.	$144.60		
Paid Chk# 039932	11/21/2013 **FIRST LAB**			
E 101-43000-305	Medical and Dental Fees	$45.95	699539	DRUG SCREEN
	Total FIRST LAB	$45.95		
Paid Chk# 039933	11/21/2013 **FRANSEN DECORATING**			
E 101-45200-437	Other Miscellaneous	$12,130.00	5231	PAINTING-GRAFFITI-PARKS
	Total FRANSEN DECORATING	$12,130.00		
Paid Chk# 039934	11/21/2013 **FRONTIER**			
E 602-49400-321	Telephone	$1.92	320-983-0121	PHONE SVC-WATER
E 101-49810-321	Telephone	$50.26	320-983-2648	PHONE SVC-AIRPORT
E 101-41940-321	Telephone	$202.00	320-983-3141	PHONE SVC-CITY HALL
E 101-45500-321	Telephone	$16.25	320-983-3141	PHONE SVC-LIBRARY
E 101-41940-321	Telephone	$46.37	320-983-3142	PHONE SVC-CITY HALL
E 619-49900-321	Telephone	$97.22	320-983-3143	PHONE SVC-DEP REG
E 101-42280-321	Telephone	$51.91	320-983-3465	PHONE SVC-FIRE
E 101-45200-321	Telephone	$46.37	320-983-5729	PHONE SVC-PARKS
E 602-49400-321	Telephone	$148.35	320-983-6134	PHONE SVC-WATER
E 101-42110-321	Telephone	$102.66	320-983-6166	PHONE SVC-POLICE
E 101-43000-321	Telephone	$106.50	320-983-6547	PHONE SVC-PW
	Total FRONTIER	$869.81		
Paid Chk# 039935	11/21/2013 **GANN-OLEHY, TRACY**			
E 101-49910-208	Training and Travel	$26.52		MILEAGE-OGILVIE- 9/4 & 9/11
E 101-41510-208	Training and Travel	$48.45		MILEAGE-GFOA TRNG-10/17
E 101-41510-208	Training and Travel	$61.20		MILEAGE-ST AUDITOR TRNG-11/14
	Total GANN-OLEHY, TRACY	$136.17		
Paid Chk# 039936	11/21/2013 **GK CONSULTING LLC**			
E 101-41940-309	EDP, Software and Design	$800.00	447	NOV NETWORK
	Total GK CONSULTING LLC	$800.00		
Paid Chk# 039937	11/21/2013 **GLOBAL EQUIPMENT COMPANY, INC**			
E 500-45200-437	Other Miscellaneous	$341.62	106120759	PARTS-BRIDGE PROJECT
	Total GLOBAL EQUIPMENT COMPANY, INC	$341.62		
Paid Chk# 039938	11/21/2013 **GLOCK, INC.**			
E 101-42110-221	Equipment Parts/Repairs	$231.97	785340	FIREARM PARTS-POLICE
E 101-42110-240	Small Tools and Minor Equip	$21.38	785639	GLOCK TOOL BAG-POLICE
E 101-42110-240	Small Tools and Minor Equip	$272.53	786888	GLOCK TOOLS-POLICE
	Total GLOCK, INC.	$525.88		
Paid Chk# 039939	11/21/2013 **GOPHER STATE ONE CALL**			
E 602-49400-310	Other Professional Services	$58.00	81582	OCT LOCATES
	Total GOPHER STATE ONE CALL	$58.00		
Paid Chk# 039940	11/21/2013 **GRANITE LEDGE ELECTRICAL CONTR**			
E 101-41940-310	Other Professional Services	$128.00	D13462	REPLACE POLE/WALL PACK LAMPS-CITY HALL
E 603-49450-310	Other Professional Services	$1,450.00	P13452	REPLACE BREAKER/ENCLOSURE-SEWER
E 602-49400-310	Other Professional Services	$2,500.00	P13458	RUN FIBER-WATER TRMT PLANT
E 602-49400-310	Other Professional Services	$1,040.00	P13479	MOVE CONTROL PANEL-WATER TOWER
	otal GRANITE LEDGE ELECTRICAL CONTR	$5,118.00		

CITY OF MILACA

*Check Detail Register©

NOVEMBER 2013

		Check Amt	Invoice	Comment
Paid Chk# 039941	11/21/2013 **H & L MESABI**			
E 101-43000-221	Equipment Parts/Repairs	$648.63	88560	PLOW PARTS-PW
	Total H & L MESABI	$648.63		
Paid Chk# 039942	11/21/2013 **HALTBAR WELDING & FABRICATION**			
E 101-42280-310	Other Professional Services	$101.53	2192	BUILD ALUMINUM BOX-GRASS RIG 6
	Total HALTBAR WELDING & FABRICATION	$101.53		
Paid Chk# 039943	11/21/2013 **HARDRIVES, INC.**			
G 500-20200	Accounts Payable	$9,813.51	PAY REQ# 3-F 2012 STREET PROJECT	
	Total HARDRIVES, INC.	$9,813.51		
Paid Chk# 039944	11/21/2013 **HARDY AUTO PARTS**			
E 602-49400-217	Other Operating Supplies	$16.34	3141	SUPPLIES-WATER
E 101-42280-221	Equipment Parts/Repairs	$41.40	3141	PARTS-FIRE
	Total HARDY AUTO PARTS	$57.74		
Paid Chk# 039945	11/21/2013 **HAWKINS, INC.**			
E 602-49400-216	Chemicals and Chem Products	$2,930.05	3533272	CHEMICALS
	Total HAWKINS, INC.	$2,930.05		
Paid Chk# 039946	11/21/2013 **HD SUPPLY WATERWORKS, LTD**			
E 602-49400-218	Parts - Water Dept.	$3,914.59	B684808	MXU/MXU BATTERIES
	Total HD SUPPLY WATERWORKS, LTD	$3,914.59		
Paid Chk# 039947	11/21/2013 **HJORT EXCAVATING**			
E 603-49450-310	Other Professional Services	$3,092.25	2013.355	SEWER REPAIR
E 101-43000-216	Chemicals and Chem Products	$2,615.00	2013.377	250 YARDS SAND
E 602-49400-310	Other Professional Services	$1,837.50	2013.392	STAND PIPE REPAIR-135 6TH AVE SE
E 602-49400-310	Other Professional Services	$1,229.69	2013.404	STAND PIPE REPAIR-305 3RD AVE SE
	Total HJORT EXCAVATING	$8,774.44		
Paid Chk# 039948	11/21/2013 **HY-TECH AUTOMOTIVE**			
E 101-42110-212	Auto Expense (Fuel/Repair)	$37.02	16592	SQUAD 11 MAINTENANCE
E 101-42110-212	Auto Expense (Fuel/Repair)	$37.02	16601	SQUAD 09 MAINTENANCE
	Total HY-TECH AUTOMOTIVE	$74.04		
Paid Chk# 039949	11/21/2013 **J.P. COOKE CO.**			
E 101-42110-437	Other Miscellaneous	$67.50	258466	2014-2015 DOG TAGS
	Total J.P. COOKE CO.	$67.50		
Paid Chk# 039950	11/21/2013 **JOHN DEERE FINANCIAL**			
E 101-45200-221	Equipment Parts/Repairs	$1,498.83	747240	PARKING BRAKE REPAIR-PARKS
	Total JOHN DEERE FINANCIAL	$1,498.83		
Paid Chk# 039951	11/21/2013 **JOHNSON OIL CO.**			
E 700-50000-212	Auto Expense (Fuel/Repair)	$47.91	1470	OIL CHANGE-JP
	Total JOHNSON OIL CO.	$47.91		
Paid Chk# 039952	11/21/2013 **K.E.E.P.R.S.**			
E 101-42110-240	Small Tools and Minor Equip	$42.50	229359	SCABBARD-POLICE
E 101-42110-434	Uniforms	$399.79	230004	ISAACSON-UNIFORM
E 101-42110-434	Uniforms	($7.29)	230004-80	ISAACSON-UNIFORM
	Total K.E.E.P.R.S.	$435.00		
Paid Chk# 039953	11/21/2013 **KNIFE RIVER CORP. - NORTH CENT**			
E 101-43000-403	Repairs/Maint Streets	$417.60	317404	CLASS 5 AGGREGATE
	Total KNIFE RIVER CORP. - NORTH CENT	$417.60		

CITY OF MILACA

*Check Detail Register©

NOVEMBER 2013

		Check Amt	Invoice	Comment
Paid Chk# 039954	11/21/2013 **KOCHS HARDWARE HANK**			
E 101-49810-217	Other Operating Supplies	$27.76		SUPPLIES-AIRPORT
E 602-49400-217	Other Operating Supplies	$158.40		SUPPLIES-WATER
E 101-45500-217	Other Operating Supplies	$30.95		SUPPLIES-LIBRARY
E 208-49020-406	Trail Maintenance	$19.85		SUPPLIES-TRAILS
E 101-42280-217	Other Operating Supplies	$120.85		SUPPLIES-FIRE
E 101-41510-201	Accessories (paper, pens, etc)	$17.09		SURGE PROTECTOR-TREASURER
E 101-41940-217	Other Operating Supplies	$32.44		SUPPLIES-CITY
E 619-49900-217	Other Operating Supplies	$10.68		SUPPLIES-DEP REG
E 101-43000-215	Shop Supplies	$186.93		SHOP SUPPLIES-PW
E 208-49010-437	Other Miscellaneous	$23.99		SUPPLIES-SR CTR
E 101-45200-215	Shop Supplies	$140.36		SHOP SUPPLIES-PARKS
	Total KOCHS HARDWARE HANK	$769.30		
Paid Chk# 039955	11/21/2013 **LEAGUE OF MINNESOTA CITIES**			
E 101-41110-433	Dues and Subscriptions	$2,866.00	187245	ANNUAL DUES
	Total LEAGUE OF MINNESOTA CITIES	$2,866.00		
Paid Chk# 039956	11/21/2013 **LERUD, GREGORY**			
E 101-49910-208	Training and Travel	$128.01		OGILVIE MILEAGE-8/14-10/23
E 101-42280-208	Training and Travel	$115.26		MILEAGE-FIRE DEPT-8/20-10/31
E 211-49000-437	Other Miscellaneous	$32.00		PO BOX FOR RRCF-HCP
E 211-49000-437	Other Miscellaneous	$46.00		STAMPS FOR RRCF-HCP
E 101-41310-201	Accessories (paper, pens, etc)	$67.33		SUPPLIES-CITY MGR
E 101-42280-217	Other Operating Supplies	$88.95		SUPPLIES-FIRE DEPT
	Total LERUD, GREGORY	$477.55		
Paid Chk# 039957	11/21/2013 **LIGHTHOUSE PRINTING**			
E 101-42110-201	Accessories (paper, pens, etc)	$37.41	5700	BUS CARDS-QUAINTANCE
	Total LIGHTHOUSE PRINTING	$37.41		
Paid Chk# 039958	11/21/2013 **LITTLE FALLS MACHINE, INC.**			
E 101-43000-217	Other Operating Supplies	$40.23	52069	PARTS-PW
	Total LITTLE FALLS MACHINE, INC.	$40.23		
Paid Chk# 039959	11/21/2013 **M.E. PLUMBING & HEATING**			
E 101-41940-310	Other Professional Services	$183.75	34880	TOILET REPAIR-CITY HALL
	Total M.E. PLUMBING & HEATING	$183.75		
Paid Chk# 039960	11/21/2013 **MED-COMPASS, INC.**			
E 101-42280-305	Medical and Dental Fees	$70.00	22256	2 FIT TESTS-FIRE DEPT
	Total MED-COMPASS, INC.	$70.00		
Paid Chk# 039961	11/21/2013 **MEYERS MILACA PARTS CITY**			
E 101-45200-221	Equipment Parts/Repairs	$127.43	2071	PARTS-PARKS
E 101-45200-215	Shop Supplies	$68.49	2071	SHOP SUPPLIES-PARKS
	Total MEYERS MILACA PARTS CITY	$195.92		
Paid Chk# 039962	11/21/2013 **MID STATE TREE SERVICE**			
E 101-49810-310	Other Professional Services	$375.00	731025	TREE REMOVAL-AIRPORT
	Total MID STATE TREE SERVICE	$375.00		
Paid Chk# 039963	11/21/2013 **MILACA AUTO VALUE**			
E 101-43000-221	Equipment Parts/Repairs	$513.13	1302823	PARTS-PW
E 101-42280-221	Equipment Parts/Repairs	$19.23	1302823	PARTS-FIRE
	Total MILACA AUTO VALUE	$532.36		
Paid Chk# 039964	11/21/2013 **MILACA GENERAL RENTAL CENTER**			

CITY OF MILACA

*Check Detail Register©

NOVEMBER 2013

		Check Amt	Invoice	Comment
E 101-43000-221	Equipment Parts/Repairs	$35.12	1-28766	JACK HAMMER-PW
Total	**MILACA GENERAL RENTAL CENTER**	$35.12		
Paid Chk# 039965	11/21/2013 **MILACA LAWN & GARDEN**			
E 602-49400-221	Equipment Parts/Repairs	$10.20	556125	PARTS-WATER
E 208-49020-406	Trail Maintenance	$80.03	559702	TRIMMER PARTS/RPR-TRAILS
Total	**MILACA LAWN & GARDEN**	$90.23		
Paid Chk# 039966	11/21/2013 **MILACA, CITY OF**			
E 101-45200-530	Improv Other Than Bldgs	$287.75	13-093	BLDG PERMIT-REROOF BANDSHELL
Total	**MILACA, CITY OF**	$287.75		
Paid Chk# 039967	11/21/2013 **MILLE LACS COUNTY TIMES**			
E 101-41940-433	Dues and Subscriptions	$37.00	2909	SUBSCRIPTION RENEWAL-#2909-CITY
Total	**MILLE LACS COUNTY TIMES**	$37.00		
Paid Chk# 039968	11/21/2013 **MILLER JR, BERNARD J.**			
E 101-43000-310	Other Professional Services	$1,960.00		SIGNS INVENTORY
Total	**MILLER JR, BERNARD J.**	$1,960.00		
Paid Chk# 039969	11/21/2013 **MILLER, PATTI**			
E 101-49910-208	Training and Travel	$119.34		OCT 2013 OGILVIE MILEAGE
Total	**MILLER, PATTI**	$119.34		
Paid Chk# 039970	11/21/2013 **MN COMPUTER SYSTEMS INC**			
E 101-41940-310	Other Professional Services	$106.30	123446	COPIER MAINTENANCE-CITY
Total	**MN COMPUTER SYSTEMS INC**	$106.30		
Paid Chk# 039971	11/21/2013 **MN VALLEY TESTING LABS**			
E 602-49400-310	Other Professional Services	$71.00	675790	TESTING
Total	**MN VALLEY TESTING LABS**	$71.00		
Paid Chk# 039972	11/21/2013 **MONROE, JOHN**			
E 101-42280-437	Other Miscellaneous	$210.00		FIRE CONTEST POSTER PRIZES
Total	**MONROE, JOHN**	$210.00		
Paid Chk# 039973	11/21/2013 **MOTOROLA**			
E 101-42280-226	Radio Repair	$79.07	76618587	RADIO REPAIR-FIRE
Total	**MOTOROLA**	$79.07		
Paid Chk# 039974	11/21/2013 **NORTH AMERICAN SALT COMPANY**			
E 101-43000-216	Chemicals and Chem Products	$3,621.56	71042588	51.45 TON ROAD SALT
Total	**NORTH AMERICAN SALT COMPANY**	$3,621.56		
Paid Chk# 039975	11/21/2013 **PACE ANALYTICAL SERVICES**			
E 603-49450-310	Other Professional Services	$49.31	131233825	TESTING
E 603-49450-310	Other Professional Services	$471.16	131234182	TESTING
E 603-49450-310	Other Professional Services	$788.75	131234353	TESTING
Total	**PACE ANALYTICAL SERVICES**	$1,309.22		
Paid Chk# 039976	11/21/2013 **PNC EQUIPMENT FINANCE LLC**			
E 101-45200-415	Other Equipment Rentals	$17,322.30	178082000	YEARLY RENT-MOWER PARKS
Total	**PNC EQUIPMENT FINANCE LLC**	$17,322.30		
Paid Chk# 039977	11/21/2013 **POWERPLAN**			
E 101-43000-221	Equipment Parts/Repairs	$2,447.72	W10972	EQUIPMENT REPAIRS-PW
Total	**POWERPLAN**	$2,447.72		
Paid Chk# 039978	11/21/2013 **PRAIRIE RESTORATIONS INC**			

CITY OF MILACA

*Check Detail Register©

NOVEMBER 2013

		Check Amt	Invoice	Comment
E 500-45200-437	Other Miscellaneous	$14,640.00	27470	SEED/SEEDING-BRIDGE PROJECT
Total	**PRAIRIE RESTORATIONS INC**	$14,640.00		
Paid Chk# 039979	11/21/2013 **QUAINTANCE, TODD**			
E 101-42110-208	Training and Travel	$181.76		REIMB-HOTEL-ATOM TRNG-J HALBERG
E 101-42110-208	Training and Travel	$181.76		REIMB-HOTEL-ATOM TRNG-T QUAINTANCE
E 101-42110-208	Training and Travel	$450.00		REIMB-ATOM TRNG-12/2-6-J HALBERG
E 101-42110-208	Training and Travel	$450.00		REIMB-ATOM TRNG-12/2-6-T QUAINTANCE
Total	**QUAINTANCE, TODD**	$1,263.52		
Paid Chk# 039980	11/21/2013 **QUILL CORPORATION**			
E 101-45500-217	Other Operating Supplies	($21.38)	359442	TOILET PAPER-CREDIT-LIBRARY
E 101-45200-215	Shop Supplies	$17.60	6493860	CALENDAR-PARKS
E 101-43000-215	Shop Supplies	$36.93	6493860	CALENDARS-PW
E 101-41510-201	Accessories (paper, pens, etc)	$12.31	6493860	CALENDAR-TREASURER
E 603-49450-201	Accessories (paper, pens, etc)	$40.72	6493860	PRINTER TONER-SEWER
E 602-49400-201	Accessories (paper, pens, etc)	$40.72	6493860	PRINTER TONER-WATER
E 619-49900-201	Accessories (paper, pens, etc)	$14.07	6493860	CALENDAR-DEP REG
E 607-42400-201	Accessories (paper, pens, etc)	$91.98	6493860	SUPPLIES-B & Z
E 101-41510-201	Accessories (paper, pens, etc)	$69.25	6601090	PRINTER TONER-TREASURER
E 101-45200-215	Shop Supplies	$69.25	6601090	PRINTER TONER-PARKS
E 619-49900-201	Accessories (paper, pens, etc)	$43.72	6718739	SUPPLIES-DEP REG
E 619-49900-201	Accessories (paper, pens, etc)	$46.15	6727726	ENVELOPES-DEP REG
E 101-41940-201	Accessories (paper, pens, etc)	$42.74	6829255	TOILET PAPER-CITY HALL
E 101-45200-215	Shop Supplies	$64.09	6831712	FLASH DRIVES-PARKS
E 619-49900-201	Accessories (paper, pens, etc)	$7.12	6835491	ENVELOPES-DEP REG
E 101-41940-201	Accessories (paper, pens, etc)	$14.23	6835491	ENVELOPES-CITY
E 101-43000-215	Shop Supplies	$35.90	6873519	PAPER-PW
E 607-42400-201	Accessories (paper, pens, etc)	$35.90	6873519	PAPER-B&Z
E 603-49450-201	Accessories (paper, pens, etc)	$35.90	6873519	PAPER-SEWER
E 602-49400-201	Accessories (paper, pens, etc)	$35.90	6873519	PAPER-WATER
E 619-49900-201	Accessories (paper, pens, etc)	$35.90	6873519	PAPER-DEP REG
E 101-41110-201	Accessories (paper, pens, etc)	$35.90	6873519	PAPER-COUNCIL
E 101-41940-201	Accessories (paper, pens, etc)	$35.90	6873519	PAPER-CITY
E 101-42110-201	Accessories (paper, pens, etc)	$55.12	6873519	PAPER-POLICE
Total	**QUILL CORPORATION**	$895.92		
Paid Chk# 039981	11/21/2013 **SANDERSON, ALYCE**			
E 101-41940-217	Other Operating Supplies	$54.10		SUPPLIES-CITY
E 101-45500-217	Other Operating Supplies	$37.50		SUPPLIES-LIBRARY
Total	**SANDERSON, ALYCE**	$91.60		
Paid Chk# 039982	11/21/2013 **SHAW, JEFF**			
E 101-42110-208	Training and Travel	$46.09		REIMB-FLETC TRNG-11/5-7/2013
Total	**SHAW, JEFF**	$46.09		
Paid Chk# 039983	11/21/2013 **ST. CLOUD TECHNICAL COLLEGE**			
E 101-42280-208	Training and Travel	$100.00	138027	FIRE SCHOOL-EWERT
E 101-42280-208	Training and Travel	$100.00	138027	FIRE SCHOOL-ZIEGLER
Total	**ST. CLOUD TECHNICAL COLLEGE**	$200.00		
Paid Chk# 039984	11/21/2013 **STANTEC**			
E 101-43000-303	Engineering Fees	$1,325.00	734902	GENERAL ENGINEERING-PW
E 500-45200-303	Engineering Fees	$272.55	734903	DAM REMOVAL PROJECT
E 500-45200-303	Engineering Fees	$4,942.95	734905	DAM REMOVAL PROJECT
Total	**STANTEC**	$6,540.50		
Paid Chk# 039985	11/21/2013 **SUBURBAN RADIOLOGIC CONSULTANT**			

CITY OF MILACA

*Check Detail Register©

NOVEMBER 2013

		Check Amt	Invoice	Comment
E 101-42280-305	Medical and Dental Fees	$28.00	M6623132979	KAAS PHYSICAL
al SUBURBAN RADIOLOGIC CONSULTANT		$28.00		
Paid Chk# 039986	11/21/2013 **TEALS MARKET**			
E 101-41940-217	Other Operating Supplies	$23.17	3141018	SUPPLIES-CITY
E 101-41940-217	Other Operating Supplies	$10.78	3141018	BATTERIES-CITY
	Total TEALS MARKET	$33.95		
Paid Chk# 039987	11/21/2013 **THOMSON REUTERS-WEST PMT CTR**			
E 101-42110-310	Other Professional Services	$137.45	828156213	CLEAR WEB SEARCH-SEPT
E 101-42110-310	Other Professional Services	$137.45	828358817	CLEAR WEB SEARCH-OCT
Total THOMSON REUTERS-WEST PMT CTR		$274.90		
Paid Chk# 039988	11/21/2013 **TIMMER IMPLEMENT**			
E 101-43000-221	Equipment Parts/Repairs	$17.63	305706	DUMP TRUCK PARTS-PW
E 101-43000-221	Equipment Parts/Repairs	$42.75	305901	DUMP TRUCK PARTS-PW
E 208-49020-406	Trail Maintenance	$85.39	305983	BRUSH HOG BELTS-TRAILS
	Total TIMMER IMPLEMENT	$145.77		
Paid Chk# 039989	11/21/2013 **WADE, TERRY A.**			
E 101-43000-217	Other Operating Supplies	$10.00		TUBING FOR PW
	Total WADE, TERRY A.	$10.00		
Paid Chk# 039990	11/21/2013 **WALDAHL, RICK**			
E 101-42110-208	Training and Travel	$43.05		REIMB-FLEXI TRNG-11/5-7/2013
	Total WALDAHL, RICK	$43.05		
Paid Chk# 039991	11/21/2013 **WARD, RACHEL**			
E 101-42110-437	Other Miscellaneous	$80.00		TOBACCO COMPLIANCE
	Total WARD, RACHEL	$80.00		
Paid Chk# 039992	11/21/2013 **WUNDERLICH, STEVE**			
E 101-49200-450	Unallocated	$5,000.00	100	PREP FIELDSTONE LOTS FOR MOWING
	Total WUNDERLICH, STEVE	$5,000.00		
	10100 General Bank	$120,741.02		

Fund Summary

10100 General Bank	
101 GENERAL FUND	$69,376.02
208 CHARITABLE GAMBLING FUND	$209.26
211 INITIATIVE FOUNDATION	$222.60
500 CAPITAL PROJECT FUND	$30,010.63
602 WATER FUND	$14,354.32
603 SEWER FUND	$5,971.44
607 BLDG INSPECTION FUND	$127.88
619 DEPUTY REGISTRAR FUND	$293.96
700 BRAHAM-MILACA JOINT POWERS	$174.91
	$120,741.02

CITY OF MILACA

*Check Detail Register©

OCTOBER 2013

		Check Amt	Invoice	Comment
10100 General Bank				
Paid Chk# 039835	10/4/2013 **HARRIS, MARY JO**			
E 211-49000-437	Other Miscellaneous	$211.12		REC FEST SVCS-ARTS COUNCIL
	Total HARRIS, MARY JO	$211.12		
Paid Chk# 039836	10/4/2013 **JIMS MILLE LACS DISPOSAL**			
E 101-43000-310	Other Professional Services	$100.00	1832413	STREET SWEEPING-SEPT
E 101-42280-384	Refuse/Garbage Disposal	$25.00	211948	GARBAGE-FIRE
E 101-43000-384	Refuse/Garbage Disposal	$119.60	211948	GARBAGE-CITY
E 101-45200-384	Refuse/Garbage Disposal	$67.28	211948	GARBAGE-PARKS
E 101-43000-312	Compost	$300.00	211948	COMPOST-SEPT
E 101-43000-384	Refuse/Garbage Disposal	$10.00	211948	RECYCLING-CITY
	Total JIMS MILLE LACS DISPOSAL	$621.88		
Paid Chk# 039837	10/4/2013 **MILACA BLDG CENTER**			
E 603-49450-217	Other Operating Supplies	$64.60	3141	SUPPLIES-SEWER
E 101-45200-437	Other Miscellaneous	$12.48	3141	SUPPLIES-PARKS
E 101-42280-217	Other Operating Supplies	$20.63	3141	SUPPLIES-FIRE
E 602-49400-217	Other Operating Supplies	$51.89	3141	SUPPLIES-WATER
E 101-45500-217	Other Operating Supplies	$17.91	3141	SUPPLIES-LIBRARY
E 101-43000-215	Shop Supplies	$3.82	3141	SUPPLIES-PW
	Total MILACA BLDG CENTER	$171.33		
Paid Chk# 039906	10/24/2013 **AMAZON**			
E 101-42110-240	Small Tools and Minor Equip	$30.49	123608383326	COMPUTER CABLES
E 101-42110-201	Accessories (paper, pens, etc)	$31.16	189962954827	EVIDENCE BAGS-POLICE
	Total AMAZON	$61.65		
Paid Chk# 039907	10/24/2013 **BLUE CROSS BLUE SHIELD OF MINN**			
G 101-21706	Medical Insur.	$11,138.00	7S034-M0 4	MEDICAL INSUR-NOV 2013
	Total BLUE CROSS BLUE SHIELD OF MINN	$11,138.00		
Paid Chk# 039908	10/24/2013 **L.E.L.S.**			
G 101-21710	Union Dues	$163.05	LOCAL #238	POLICE UNION DUES-NOV 2013
	Total L.E.L.S.	$163.05		
Paid Chk# 039909	10/24/2013 **MN BENEFITS**			
G 101-21709	Life Insur.	$282.31		LIFE/DENTAL-NOV 2013
G 101-21712	Dental	$151.44		LIFE/DENTAL-NOV 2013
	Total MN BENEFITS	$433.75		
Paid Chk# 039910	10/24/2013 **POWERPLAN**			
E 101-43000-215	Shop Supplies	$42.80	P67324	SHOP SUPPLIES-PW
	Total POWERPLAN	$42.80		
Paid Chk# 039911	10/24/2013 **USABLE LIFE**			
G 101-21707	Disability	$244.65	101408001G	DISABILITY/LIFE-NOV 2013
	Total USABLE LIFE	$244.65		
Paid Chk# 039912	10/24/2013 **VERIZON WIRELESS**			
E 101-45200-321	Telephone	$46.88	9712930211	CELL PHONE SVC-OCT
E 101-42280-321	Telephone	$46.88	9712930211	CELL PHONE SVC-OCT
E 602-49400-321	Telephone	$36.81	9713049928	OCT WIRELESS ROUTER SVC
E 101-42110-321	Telephone	$201.34	9713049928	OCT WIRELESS ROUTER SVC
E 101-43000-321	Telephone	$79.35	9713049928	CELL PHONE SVC-OCT
	Total VERIZON WIRELESS	$411.26		
Paid Chk# 039913	10/29/2013 **BAAS CONSTRUCTION, INC**			

CITY OF MILACA

*Check Detail Register©

OCTOBER 2013

		Check Amt	Invoice	Comment
E 101-45200-530	Improv Other Than Bldgs	$13,793.00	74	BANDSHELL-ROOF
Total	**BAAS CONSTRUCTION, INC**	$13,793.00		
Paid Chk# 039914	10/29/2013 **METRO FIRE**			
E 101-42280-241	Reserve Purchase	$1,549.71		QUICK ATTACK MONITOR-RESERVE PURCHASE
Total	**METRO FIRE**	$1,549.71		
Paid Chk# 039915	10/29/2013 **MISS MN SCHOLARSHIP PAGENT**			
E 211-49000-310	Other Professional Services	$25.00		RRCF-NIGHT OF MUSIC-11/8
Total	**MISS MN SCHOLARSHIP PAGENT**	$25.00		
Paid Chk# 039916	10/29/2013 **U.S. POSTMASTER**			
E 602-49400-322	Postage	$118.27		OCTOBER BILLINGS
E 603-49450-322	Postage	$118.27		OCTOBER BILLINGS
Total	**U.S. POSTMASTER**	$236.54		
Paid Chk# 039917	10/29/2013 **YEH, REBECCA**			
E 211-49000-310	Other Professional Services	$225.00		RCCF-NIGHT OF MUSIC-11/8
Total	**YEH, REBECCA**	$225.00		
10100	**General Bank**	$29,328.74		

Fund Summary

10100 General Bank	
101 GENERAL FUND	$28,477.78
211 INITIATIVE FOUNDATION	$461.12
602 WATER FUND	$206.97
603 SEWER FUND	$182.87
	$29,328.74

CITY OF MILACA

*Check Detail Register©

OCTOBER 2013

		Check Amt	Invoice	Comment
10900 Liquor Bank				
Paid Chk# 913038E 10/7/2013 **EAST CENTRAL ENERGY**				
E 609-49750-381 Utilities		$2,066.49	7115200	ELECTRIC
Total EAST CENTRAL ENERGY		$2,066.49		
Paid Chk# 913039E 10/11/2013 **CENTERPOINT ENERGY**				
E 609-49750-381 Utilities		$49.04	128-000-782-1	NATURAL GAS
Total CENTERPOINT ENERGY		$49.04		
Paid Chk# 913040E 10/18/2013 **MN DEPT OF REVENUE**				
G 609-20800 Sales Tax Payable		$13,808.00	9576201	LIQUOR SALES TAX
Total MN DEPT OF REVENUE		$13,808.00		
Paid Chk# 913041E 10/15/2013 **MILACA, CITY OF (WATER/SEWER)**				
E 609-49750-381 Utilities		$26.54	01-00015990	WATER/SEWER
Total MILACA, CITY OF (WATER/SEWER)		$26.54		
10900 Liquor Bank		$15,950.07		

Fund Summary

10900 Liquor Bank	
609 MUNICIPAL LIQUOR FUND	$15,950.07
	$15,950.07

CITY OF MILACA

*Check Detail Register©

NOVEMBER 2013

		Check Amt	Invoice	Comment
10900 Liquor Bank				
Paid Chk# 022761	11/21/2013 **AMERICAN BOTTLING CO.**			
E 609-49750-254	Mix/Non Alcoholic	$173.62	2462609560	NA
	Total AMERICAN BOTTLING CO.	$173.62		
Paid Chk# 022762	11/21/2013 **AMERIPRIDE**			
E 609-49750-310	Other Professional Services	$66.95	2200433964	RUGS
E 609-49750-310	Other Professional Services	$25.69	2200436603	RUGS
E 609-49750-310	Other Professional Services	$66.95	2200439112	RUGS
E 609-49750-310	Other Professional Services	$37.50	2200441711	RUGS
	Total AMERIPRIDE	$197.09		
Paid Chk# 022763	11/21/2013 **CRYSTAL SPRINGS ICE**			
E 609-49750-259	Other For Resale	$148.85	31264	ICE
E 609-49750-259	Other For Resale	$86.40	45111	ICE
E 609-49750-259	Other For Resale	$153.56	45141	ICE
	Total CRYSTAL SPRINGS ICE	$388.81		
Paid Chk# 022764	11/21/2013 **DEPT. OF PUBLIC SAFETY (1)**			
E 609-49750-433	Dues and Subscriptions	$20.00	6613	2014 BUYERS CARD #6613
	Total DEPT. OF PUBLIC SAFETY (1)	$20.00		
Paid Chk# 022765	11/21/2013 **EXTREME BEVERAGES, LLC**			
E 609-49750-254	Mix/Non Alcoholic	$67.00	W-850836	NA
	Total EXTREME BEVERAGES, LLC	$67.00		
Paid Chk# 022766	11/21/2013 **GRANITE CITY JOBBING**			
E 609-49750-256	Tobacco Products For Resale	$447.61	784559	TOBACCO
E 609-49750-259	Other For Resale	$72.45	784559	MISC
E 609-49750-333	Freight and Express	$4.25	784559	DELIVERY
E 609-49750-333	Freight and Express	$4.25	785499	DELIVERY
E 609-49750-259	Other For Resale	$248.99	785499	MISC
E 609-49750-256	Tobacco Products For Resale	$1,464.41	785499	TOBACCO
E 609-49750-256	Tobacco Products For Resale	($7.91)	785636	TOBACCO-CREDIT
E 609-49750-259	Other For Resale	$115.11	786348	MISC
E 609-49750-217	Other Operating Supplies	$87.37	786348	SUPPLIES
E 609-49750-256	Tobacco Products For Resale	$739.34	786348	TOBACCO
E 609-49750-333	Freight and Express	$4.25	786348	DELIVERY
E 609-49750-256	Tobacco Products For Resale	$297.90	787301	TOBACCO
E 609-49750-333	Freight and Express	$4.25	787301	DELIVERY
E 609-49750-256	Tobacco Products For Resale	$493.03	787409	TOBACCO
E 609-49750-259	Other For Resale	$204.43	787409	MISC
E 609-49750-254	Mix/Non Alcoholic	$36.89	787409	NA
	Total GRANITE CITY JOBBING	$4,216.62		
Paid Chk# 022767	11/21/2013 **JP SERVICES**			
E 609-49750-259	Other For Resale	$60.00	1000	MISC
	Total JP SERVICES	$60.00		
Paid Chk# 022768	11/21/2013 **KOCHS HARDWARE HANK**			
E 609-49750-217	Other Operating Supplies	$52.79	3141	SUPPLIES
E 609-49750-217	Other Operating Supplies	$121.30	6255	SUPPLIES
	Total KOCHS HARDWARE HANK	$174.09		
Paid Chk# 022769	11/21/2013 **M. AMUNDSON LLP**			
E 609-49750-217	Other Operating Supplies	$15.00	161704	SUPPLIES
E 609-49750-259	Other For Resale	$22.80	161704	MISC
E 609-49750-256	Tobacco Products For Resale	$573.68	161704	TOBACCO

CITY OF MILACA

*Check Detail Register©

NOVEMBER 2013

		Check Amt	Invoice	Comment
E 609-49750-256	Tobacco Products For Resale	$531.87	162222	TOBACCO
E 609-49750-217	Other Operating Supplies	$15.00	162222	SUPPLIES
E 609-49750-259	Other For Resale	$366.15	162222	MISC
E 609-49750-256	Tobacco Products For Resale	$523.98	162483	TOBACCO
E 609-49750-259	Other For Resale	$9.20	162483	MISC
E 609-49750-217	Other Operating Supplies	$150.00	162483	SUPPLIES
E 609-49750-259	Other For Resale	$90.30	162703	MISC
E 609-49750-256	Tobacco Products For Resale	$476.61	162703	TOBACCO
	Total M. AMUNDSON LLP	$2,774.59		
Paid Chk# 022770	11/21/2013 **MILACA FOOD SHELF**			
E 609-49750-437	Other Miscellaneous	$217.00		DONATION FROM DISCOUNTED BEER
	Total MILACA FOOD SHELF	$217.00		
Paid Chk# 022771	11/21/2013 **MILACA UNCLAIMED FREIGHT**			
E 609-49750-217	Other Operating Supplies	$2.66		KEG-ZIP TIES
	Total MILACA UNCLAIMED FREIGHT	$2.66		
Paid Chk# 022772	11/21/2013 **MILACA, CITY OF**			
E 609-49750-433	Dues and Subscriptions	$50.00		2014 CIGARETTE LICENSE
	Total MILACA, CITY OF	$50.00		
Paid Chk# 022773	11/21/2013 **QUILL CORPORATION**			
E 609-49750-240	Small Tools and Minor Equip	($218.01)	374033	CHAIR-CREDIT
E 609-49750-201	Accessories (paper, pens, etc)	$53.43	6460672	CHAIRMAT
E 609-49750-240	Small Tools and Minor Equip	$218.01	6554215	CHAIR
E 609-49750-201	Accessories (paper, pens, etc)	$35.90	6873519	PAPER
	Total QUILL CORPORATION	$89.33		
Paid Chk# 022774	11/21/2013 **SEGERSTROM, VICTORIA**			
E 609-49750-208	Training and Travel	$99.87		MIDWEST EXPO-10/20
E 609-49750-333	Freight and Express	$24.69		DELIVERY-COLLINS BROS
E 609-49750-217	Other Operating Supplies	$0.51		SUPPLIES-COLLINS BROS
E 609-49750-208	Training and Travel	$60.69		REIMB MLG-TOTAL REGISTER-10/23
E 609-49750-259	Other For Resale	$249.95		MISC-COLLINS BROS
	Total SEGERSTROM, VICTORIA	$435.71		
Paid Chk# 022775	11/21/2013 **ST. CLOUD REFRIGERATION**			
E 609-49750-310	Other Professional Services	$313.14		HVAC MAINTENANCE
	Total ST. CLOUD REFRIGERATION	$313.14		
Paid Chk# 022776	11/21/2013 **TEALS MARKET**			
E 609-49750-217	Other Operating Supplies	$8.38	6255018	TASTING SUPPLIES
	Total TEALS MARKET	$8.38		
Paid Chk# 022777	11/21/2013 **TOTAL REGISTER SYSTEMS, INC.**			
E 609-49750-217	Other Operating Supplies	$24.37	50277	SUPPLIES
	Total TOTAL REGISTER SYSTEMS, INC.	$24.37		
Paid Chk# 022778	11/21/2013 **TRADITION CREEK LLC**			
E 609-49750-259	Other For Resale	$314.17	29192	MISC
	Total TRADITION CREEK LLC	$314.17		
Paid Chk# 022779	11/21/2013 **VIKING BOTTLING CO.**			
E 609-49750-254	Mix/Non Alcoholic	$43.60	1196336	NA
E 609-49750-254	Mix/Non Alcoholic	$81.80	1202071	NA
E 609-49750-254	Mix/Non Alcoholic	($38.59)	1202072	NA-CREDIT
E 609-49750-254	Mix/Non Alcoholic	$98.80	1206418	NA

CITY OF MILACA

*Check Detail Register©

NOVEMBER 2013

		Check Amt	Invoice	Comment
E 609-49750-254	Mix/Non Alcoholic	$71.20	1206533	NA
	Total VIKING BOTTLING CO.	$256.81		
Paid Chk# 022780	11/21/2013 **WELLS FARGO**			
E 609-49750-601	Debt Srv Bond Principal	$22,064.34	0014-601994F	LEASE PRINCIPAL
E 609-49750-611	Bond Interest	$10,847.19	0014-601994F	LEASE INTEREST
	Total WELLS FARGO	$32,911.53		
Paid Chk# 022781	11/21/2013 **ZABINSKI BUSINESS SERVICES INC**			
E 609-49750-310	Other Professional Services	$100.00	1282	FACEBK/TWITTER ACCT SETUP
	Total ZABINSKI BUSINESS SERVICES INC	$100.00		
	10900 Liquor Bank	$42,794.92		

Fund Summary

10900 Liquor Bank	
609 MUNICIPAL LIQUOR FUND	$42,794.92
	$42,794.92

CITY OF MILACA

*Check Detail Register©

OCTOBER 2013

		Check Amt	Invoice	Comment
10900 Liquor Bank				
Paid Chk# 022713	10/2/2013 **BELLBOY CORP.**			
E 609-49750-251	Liquor For Resale	$1,641.22	79924000	LIQUOR
E 609-49750-259	Other For Resale	$72.00	89110400	MISC
E 609-49750-254	Mix/Non Alcoholic	$40.28	89110400	NA
	Total BELLBOY CORP.	$1,753.50		
Paid Chk# 022714	10/2/2013 **BERNICKS**			
E 609-49750-254	Mix/Non Alcoholic	$40.25	10916	NA
E 609-49750-252	Beer For Resale	$782.50	10917	BEER
E 609-49750-252	Beer For Resale	($49.14)	10918	BEER-CREDIT
E 609-49750-254	Mix/Non Alcoholic	($10.48)	10919	NA-CREDIT
E 609-49750-254	Mix/Non Alcoholic	$30.00	13955	NA
E 609-49750-252	Beer For Resale	$802.05	13956	BEER
E 609-49750-254	Mix/Non Alcoholic	$67.25	342341	NA
E 609-49750-252	Beer For Resale	$2,001.15	342342	BEER
E 609-49750-254	Mix/Non Alcoholic	$61.50	344927	NA
E 609-49750-254	Mix/Non Alcoholic	$21.00	344928	NA
E 609-49750-252	Beer For Resale	$30.00	344928	BEER
	Total BERNICKS	$3,776.08		
Paid Chk# 022715	10/2/2013 **C & L DISTRIBUTING CO.**			
E 609-49750-253	Wine For Resale	$78.00	422763	WINE
E 609-49750-260	Deposits	($30.00)	422763	DEPOSITS
E 609-49750-252	Beer For Resale	$2,566.20	422763	BEER
E 609-49750-259	Other For Resale	($175.00)	423734	MISC
E 609-49750-254	Mix/Non Alcoholic	$119.65	423734	NA
E 609-49750-252	Beer For Resale	$5,349.90	423734	BEER
E 609-49750-260	Deposits	$480.00	423734	DEPOSITS
E 609-49750-253	Wine For Resale	$56.30	425067	WINE
E 609-49750-252	Beer For Resale	$5,211.50	425067	BEER
E 609-49750-260	Deposits	($60.00)	425067	DEPOSITS
E 609-49750-254	Mix/Non Alcoholic	$17.65	425067	NA
E 609-49750-252	Beer For Resale	$11,409.55	426067	BEER
E 609-49750-254	Mix/Non Alcoholic	$17.65	426067	NA
	Total C & L DISTRIBUTING CO.	$25,041.40		
Paid Chk# 022716	10/2/2013 **DAHLHEIMER DISTRIBUTING CO.**			
E 609-49750-260	Deposits	($30.00)	1066134	DEPOSITS
E 609-49750-252	Beer For Resale	$7,898.37	1066134	BEER
E 609-49750-252	Beer For Resale	$2,786.10	1079074	BEER
E 609-49750-254	Mix/Non Alcoholic	$117.00	1079074	NA
E 609-49750-260	Deposits	($30.00)	1079111	DEPOSITS
E 609-49750-252	Beer For Resale	$1,604.00	1079111	BEER
E 609-49750-254	Mix/Non Alcoholic	$62.00	1079111	NA
E 609-49750-260	Deposits	($60.00)	1079126	DEPOSITS
E 609-49750-252	Beer For Resale	$8,819.24	1079126	BEER
E 609-49750-254	Mix/Non Alcoholic	$136.00	1079126	NA
E 609-49750-254	Mix/Non Alcoholic	$219.50	1081824	NA
E 609-49750-252	Beer For Resale	$9,491.55	1081824	BEER
E 609-49750-252	Beer For Resale	$3,344.80	1081851	BEER
E 609-49750-252	Beer For Resale	$194.00	1081917	BEER
E 609-49750-254	Mix/Non Alcoholic	$44.00	15131	NA
E 609-49750-260	Deposits	$30.00	15131	DEPOSITS
	Total DAHLHEIMER DISTRIBUTING CO.	$34,626.56		
Paid Chk# 022717	10/2/2013 **FRONTIER**			

CITY OF MILACA

*Check Detail Register©

OCTOBER 2013

		Check Amt	Invoice	Comment
E 609-49750-321	Telephone	$117.66	320983625511	OCT PHONE SVC
	Total FRONTIER	$117.66		
Paid Chk# 022718	10/2/2013 **JIMS MILLE LACS DISPOSAL**			
E 609-49750-384	Refuse/Garbage Disposal	$86.58	219225	REFUSE COLLECTION
	Total JIMS MILLE LACS DISPOSAL	$86.58		
Paid Chk# 022719	10/2/2013 **JOHNSON BROTHERS LIQUOR CO.**			
E 609-49750-253	Wine For Resale	$440.40	1661480	WINE
E 609-49750-251	Liquor For Resale	$5,239.52	1661480	LIQUOR
E 609-49750-254	Mix/Non Alcoholic	$62.25	1661480	NA
E 609-49750-333	Freight and Express	$125.46	1661480	DELIVERY
E 609-49750-253	Wine For Resale	$20.99	1661481	WINE
E 609-49750-251	Liquor For Resale	$5,586.31	1661482	LIQUOR
E 609-49750-333	Freight and Express	$56.91	1661482	DELIVERY
E 609-49750-333	Freight and Express	$7.85	1667334	DELIVERY
E 609-49750-251	Liquor For Resale	$66.50	1667334	LIQUOR
E 609-49750-253	Wine For Resale	$217.80	1667334	WINE
E 609-49750-251	Liquor For Resale	$910.00	1667335	LIQUOR
E 609-49750-333	Freight and Express	$17.79	1667335	DELIVERY
E 609-49750-251	Liquor For Resale	$133.24	1667336	LIQUOR
E 609-49750-333	Freight and Express	$1.57	1667336	DELIVERY
E 609-49750-251	Liquor For Resale	$98.00	1667337	LIQUOR
E 609-49750-254	Mix/Non Alcoholic	$228.00	1667337	NA
E 609-49750-253	Wine For Resale	$1,488.85	1667337	WINE
E 609-49750-333	Freight and Express	$68.31	1667337	DELIVERY
E 609-49750-251	Liquor For Resale	$457.74	1667338	LIQUOR
E 609-49750-333	Freight and Express	$9.42	1667338	DELIVERY
E 609-49750-251	Liquor For Resale	$4,039.00	1672761	LIQUOR
E 609-49750-253	Wine For Resale	$1,253.10	1672761	WINE
E 609-49750-333	Freight and Express	$135.41	1672761	DELIVERY
E 609-49750-253	Wine For Resale	$1,265.95	1677889	WINE
E 609-49750-251	Liquor For Resale	$887.00	1677889	LIQUOR
E 609-49750-333	Freight and Express	$47.26	1677889	DELIVERY
E 609-49750-259	Other For Resale	$16.00	1677889	MISC
E 609-49750-253	Wine For Resale	($2.84)	590383	WINE-CREDIT
E 609-49750-333	Freight and Express	($1.57)	590548	DELIVERY-CREDIT
E 609-49750-253	Wine For Resale	($96.00)	590548	WINE-CREDIT
E 609-49750-333	Freight and Express	($0.26)	591095	DELIVERY-CREDIT
E 609-49750-251	Liquor For Resale	($13.08)	591095	LIQUOR-CREDIT
	Total JOHNSON BROTHERS LIQUOR CO.	$22,766.88		
Paid Chk# 022720	10/2/2013 **MILLER TRUCKING**			
E 609-49750-333	Freight and Express	$79.25	3671	DELIVERY
	Total MILLER TRUCKING	$79.25		
Paid Chk# 022721	10/2/2013 **PHILLIPS WINE AND SPIRITS**			
E 609-49750-333	Freight and Express	$9.42	2480094	DELIVERY
E 609-49750-254	Mix/Non Alcoholic	$41.95	2480094	NA
E 609-49750-251	Liquor For Resale	$330.97	2480094	LIQUOR
E 609-49750-253	Wine For Resale	$153.65	2480094	WINE
E 609-49750-253	Wine For Resale	$1,321.65	2483887	WINE
E 609-49750-333	Freight and Express	$38.47	2483887	DELIVERY
E 609-49750-333	Freight and Express	$14.13	2487519	DELIVERY
E 609-49750-253	Wine For Resale	$185.80	2487519	WINE
E 609-49750-251	Liquor For Resale	$300.50	2487519	LIQUOR
E 609-49750-253	Wine For Resale	$142.55	2490949	WINE

CITY OF MILACA

*Check Detail Register©

OCTOBER 2013

		Check Amt	Invoice	Comment
E 609-49750-333	Freight and Express	$4.71	2490949	DELIVERY
Total	**PHILLIPS WINE AND SPIRITS**	$2,543.80		
Paid Chk# 022722	10/2/2013 **ROHLFING OF BRAINERD, INC**			
E 609-49750-252	Beer For Resale	$700.60	842240	BEER
E 609-49750-252	Beer For Resale	$264.20	843741	BEER
Total	**ROHLFING OF BRAINERD, INC**	$964.80		
Paid Chk# 022723	10/2/2013 **SOUTHERN WINE & SPIRITS OF MN**			
E 609-49750-251	Liquor For Resale	$1,027.70	1072156	LIQUOR
E 609-49750-333	Freight and Express	$19.50	1072156	DELIVERY
E 609-49750-251	Liquor For Resale	$870.72	1074832	LIQUOR
E 609-49750-333	Freight and Express	$11.25	1074832	DELIVERY
E 609-49750-333	Freight and Express	$1.50	1074833	DELIVERY
E 609-49750-251	Liquor For Resale	$134.91	1074833	LIQUOR
E 609-49750-333	Freight and Express	$3.00	1077409	DELIVERY
E 609-49750-251	Liquor For Resale	$239.52	1077409	LIQUOR
E 609-49750-253	Wine For Resale	$2,240.00	1077410	WINE
E 609-49750-333	Freight and Express	$51.00	1077410	DELIVERY
E 609-49750-251	Liquor For Resale	$3,799.00	1080543	LIQUOR
E 609-49750-333	Freight and Express	$38.13	1080543	DELIVERY
E 609-49750-333	Freight and Express	$3.00	1080544	DELIVERY
E 609-49750-251	Liquor For Resale	$180.00	1080544	LIQUOR
E 609-49750-251	Liquor For Resale	$215.80	1080545	LIQUOR
E 609-49750-333	Freight and Express	$3.00	1080545	DELIVERY
E 609-49750-251	Liquor For Resale	$98.90	1080546	LIQUOR
E 609-49750-333	Freight and Express	$1.50	1080546	DELIVERY
E 609-49750-251	Liquor For Resale	$494.50	1080547	LIQUOR
E 609-49750-333	Freight and Express	$7.50	1080547	DELIVERY
E 609-49750-251	Liquor For Resale	$179.84	1080548	LIQUOR
E 609-49750-333	Freight and Express	$6.00	1080548	DELIVERY
E 609-49750-253	Wine For Resale	($52.00)	9015808	WINE-CREDIT
E 609-49750-251	Liquor For Resale	($960.00)	9015842	LIQUOR-CREDIT
Total	**SOUTHERN WINE & SPIRITS OF MN**	$8,614.27		
Paid Chk# 022724	10/2/2013 **TKO WINES INC**			
E 609-49750-253	Wine For Resale	$206.40	513574	WINE
Total	**TKO WINES INC**	$206.40		
Paid Chk# 022725	10/2/2013 **VINOCOPIA**			
E 609-49750-253	Wine For Resale	$295.96	84245	WINE
E 609-49750-251	Liquor For Resale	$919.83	84245	LIQUOR
E 609-49750-254	Mix/Non Alcoholic	$99.75	84245	NA
E 609-49750-333	Freight and Express	$47.50	84245	DELIVERY
Total	**VINOCOPIA**	$1,363.04		
Paid Chk# 022726	10/2/2013 **WINE MERCHANTS**			
E 609-49750-333	Freight and Express	$1.57	470815	DELIVERY
E 609-49750-253	Wine For Resale	$80.00	470815	WINE
E 609-49750-253	Wine For Resale	$80.00	471770	WINE
E 609-49750-333	Freight and Express	$1.57	471770	DELIVERY
Total	**WINE MERCHANTS**	$163.14		
Paid Chk# 022727	10/2/2013 **WIRTZ BEVERAGE MN WINE & SPRTS**			
E 609-49750-251	Liquor For Resale	$2,902.39	1080081133	LIQUOR
E 609-49750-333	Freight and Express	$36.08	1080081133	DELIVERY
E 609-49750-251	Liquor For Resale	$12,708.86	1080086828	LIQUOR
E 609-49750-253	Wine For Resale	$1,756.75	1080086828	WINE

CITY OF MILACA

*Check Detail Register©

OCTOBER 2013

		Check Amt	Invoice	Comment
E 609-49750-333	Freight and Express	$296.76	1080086828	DELIVERY
E 609-49750-333	Freight and Express	$92.50	1080089502	DELIVERY
E 609-49750-253	Wine For Resale	$4,352.00	1080089502	WINE
otal	**WIRTZ BEVERAGE MN WINE & SPRTS**	$22,145.34		
10900	**Liquor Bank**	$124,248.70		

Fund Summary

10900 Liquor Bank	
609 MUNICIPAL LIQUOR FUND	$124,248.70
	$124,248.70

RESOLUTION NO. 13 – 33

RESOLUTION ASSESSING UNPAID WATER/SEWER BILLS

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

PID #	OWNER	ADDRESS	ASSESSED
21-043-1650	US Bank NA	135 6th Ave SE	$524.21

Adopted this 21st day of November, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

RESOLUTION NO. 13 – 34

A RESOLUTION ASSESSING AN UNPAID WATER SERVICE CHARGE

WHEREAS property owners of record, US Bank, own the property located at 135 6th Ave SE; and,

WHEREAS the property owner's water service shutoff was broken and it is the property owners' responsibility to effect repairs; and,

NOW THEREFORE BE IT RESOLVED by the Milaca City Council that the Council hereby approves the following unpaid water service charge be levied against the described property at a rate of seven (7) percent interest per annum for a period of one (1) year:

$1,842.50
US Bank
(135 6th Ave SE)
4801 Frederica St
Owensboro KY 42301
PID #21-043-1650

Adopted this 21st day of November, 2013.

_____
Mayor Harold Pedersen

ATTEST

_____
Greg Lerud, City Manager

RESOLUTION NO. 13 – 35

A RESOLUTION ASSESSING AN UNPAID WATER SERVICE CHARGE

WHEREAS property owners of record, Patti Pfundt, own the property located at 305 3rd Ave SE; and,

WHEREAS the property owner's water service shutoff was broken and it is the property owners' responsibility to effect repairs; and,

NOW THEREFORE BE IT RESOLVED by the Milaca City Council that the Council hereby approves the following unpaid water service charge be levied against the described property at a rate of seven (7) percent interest per annum for a period of one (1) year:

$1,234.69
Patti Pfundt
305 3rd Ave SE
PID #21-043-0760

Adopted this 21st day of November, 2013.

_____
Mayor Harold Pedersen

ATTEST

_____
Greg Lerud, City Manager

RESOLUTION NO. 13 – 36

RESOLUTION AND CERTIFICATE OF INCUMBENCY FOR LEASE NUMBER 178082000, FOR TORO GROUNDMASTER MOWER

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a municipal corporation of the State of Minnesota is authorized by the laws of the State to purchase, acquire, and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee; and

WHEREAS, the City Council hereby finds and determines that the execution of the lease purchase agreement in the principal amount of $78,650.30 for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee; and,

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Lease.

NOW THEREFORE BE IT RESOLVED BY THE Milaca City Council:

Section 1. Either one of the Mayor or another other city council member (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, entire into, execute, and deliver the Lease in substantially the form set forth in the document presently before the City Council, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument singed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Lease shall be subject to annual appropriation or renewal by the Milaca City Council as set forth in the lease and the Lessee's obligations under the Leases shall

not constitute general obligations of the Lessee or indebtedness under the Constitution or the laws of the State of Minnesota.

Section 5. As to the Lease, the Lessee reasonably anticipates to issue not more than $10,000,000 of tax exempt obligations (other than "private activity bonds" which are not "qualified 501(c) 3 bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This Resolution shall take effect immediately upon its adoption and approval.

Adopted this 21st day of November, 2013.

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

Section 7. I the undersigned City Clerk identified below does hereby certify that I am the duly appointed Clerk for the City of Milaca, and that as of the date hereof, the individuals named below are the duly elected officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the City of Milaca, that the foregoing Resolution was duly adopted by the Milaca City Council at a meeting of the City Council and that such Resolution has not been amended or altered and are in full force and effect on the date stated below.

Lessee: City of Milaca

_____

Signature of City Clerk

Print Name: _____

Official Title: _____ [SEAL]

Date: _____

Lease-Purchase Agreement

Dated as of October 22, 2013
Lease Number: 178082000

Lessor:	PNC Equipment Finance, LLC 995 Dalton Avenue Cincinnati, OH 45203
Lessee:	LESSEE FULL LEGAL NAME City of Milaca 255 Frist Street East Milaca, MN 56353 FEDERAL TAX ID 416005370
Equipment Description	**See attached Certificate of Acceptance for Equipment Description**
Rent Payment Schedule	Lease Term is for 60 months, with Rent payments due in Advance ☐ monthly; ☐ quarterly; ☐ semi-annual; ☒ annually; each in the amounts set forth in the attached Schedule of Payments. Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and Lessee will contact the manufacturer for a description of Lessee's warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In

the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, inducing legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within 10 days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within 10 days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within 10 days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for $1.00 (plus all sales and other applicable taxes).
16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which they are

located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR**. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: **"Compliance Authority"** means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; **"Covered Entity"** means Lessee, its affiliates and subsidiaries and direct and indirect owners; **"Sanctioned Country"** means a country subject to a sanctions program maintained by any Compliance Authority; and **"Sanctioned Person"** means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
28. **SMALL ISSUER STATEMENT.** Lessee hereby certifies to Lessor and its assigns that: a) the Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than Ten Million Dollars ($10,000,000) of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than Ten Million Dollars ($10,000,000) of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Milaca
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

255 Frist Street East
Milaca, MN 56353

PNC Equipment Finance, LLC
("Lessor")

X _____
Authorized Signature

_____
Print Name

_____
Title:

995 Dalton Ave.
Cincinnati OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Minnesota.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____

Print Name: _____

Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number: 178082000

Quantity	Description	Serial No.
1	Toro Groundmaster 4010-D Together with all attachments, tooling, accessories, appurtenances and additions thereto	

☐ or see attached Equipment Schedule

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease-Purchase Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 2013(the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 2013.

City of Milaca
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

255 Frist Street East
Milaca, MN 56353

SCHEDULE OF PAYMENTS

Lease Number 178082000

Attached to and made a part of that certain Lease-Purchase Agreement dated as of October 22, 2013 by and between PNC Equipment Finance, LLC, as Lessor, and City of Milaca, as Lessee.

Rent payments are payable as follows:

Payment Number	Date	Payment	Interest	Principal	Termination*
1		$17,322.30	$311.04	$17,011.26	$63,488.21
2		$17,322.30	$2,989.66	$14,332.64	$48,725.59
3		$17,322.30	$2,294.49	$15,027.81	$33,246.95
4		$17,322.30	$1,565.60	$15,756.70	$17,017.55
5		$17,322.30	$801.36	$16,520.94	$1.00

*As provided in Section 21 of the Lease-Purchase Agreement.

City of Milaca
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

255 Frist Street East
Milaca, MN 56353

PNC Equipment Finance, LLC
("Lessor")

By: _____

Title _____

995 Dalton Ave.
Cincinnati, OH 45203

AGREEMENT FOR LUMP-SUM PAYMENT

THIS AGREEMENT is made this ____ day of _____, 2013, by and between the City of Milaca whose address is Milaca City Hall located at 255 First Street E., Milaca, Minnesota 56353, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "CITY", and Stone Haven Association whose address is 807 11th Avenue NE Milaca, MN 56353 hereinafter referred to as the "OWNER".

1. **WHEREAS**, the OWNER is the owner of real property in Boulder Ridge Subdivision, Mille Lacs County, Minnesota; hereinafter called the Benefited Property; and

2. **WHEREAS,** The CITY Engineer has drafted plans for public improvements (hereinafter called Wear Course Construction), consisting of the asphalt wear course applied to the streets within the Boulder Ridge Subdivision, including streets serving the Benefited Property; and

3. **WHEREAS,** the CITY solicited sealed bids by public advertisement for the completion of the Wear Course Construction within the Boulder Ridge Subdivision and awarded the construction contract to the lowest responsible bidder, Hardrives Inc.

4. **WHEREAS,** the Wear Course Construction is necessary, in part, to bring the Boulder Ridge Subdivision, including streets serving the Benefited Property, into compliance with Milaca City Ordinance Section 155.081 requiring that street pavement be constructed in accordance with the current Minnesota State Highway Department Road Design Manual; and

5. **WHEREAS,** the Wear Course Construction is necessary, in part, to bring the Boulder Ridge Subdivision, including streets serving the Benefited Property, into compliance with Minnesota Statute 561.01 which prohibits obstructions to the free use of property and interference with the comfortable enjoyment of the property owners who purchased homes and lots within Boulder Ridge Subdivision; and

6. **WHEREAS,** the OWNER has proposed that, in lieu of a special assessment, the OWNER'S portion of the costs of completing the Wear Course Construction be paid by a Lump-Sum Payment to the City by the Owner of the Benefited Property, in the amount $12,000 as the Owner's full, fair and final share of the costs of completing the Wear Course Construction; and

7. **WHEREAS,** the CITY agrees that the Lump-Sum Payment shall be the sole obligation of the OWNER in completing the Wear Course Construction and that the CITY shall pay all other costs required to complete the Wear Course Construction

8. **NOW THEREFORE**, pursuant to the mutual covenants and agreements herein provided, it is hereby agreed by and between the CITY and the OWNER as follows:

1. The CITY shall complete the Wear Course Construction within the Boulder Ridge Subdivision pursuant to the construction contract with Hardrives Inc. as described in this agreement.

2. Upon completion of the Wear Course Construction, acceptance of the work by the City Council, and payment of the contract price to Hardrives, Inc., the OWNER shall make a Lump-Sum Payment to CITY, in the amount of

$12,000 shall be the Owner's full, fair and final share of the cost of the Wear Course Construction.

3. The OWNER and the CITY agree that the covenants and agreements contained in this Agreement shall bind the successors and assigns of the OWNER and the CITY.

4. In acceptance of this Agreement, the appropriate representatives of the OWNER and the CITY have executed this Agreement to be effective on_____, 2013.

OWNER:

Stone Haven Association

By: _____ Date: _____
Diane Ruis, Secretary-Treasurer

CITY OF MILACA

By: _____ Date: _____
David Dillan, Acting Mayor

By: _____ Date: _____
Greg Lerud, City Manager

STATE OF MINNESOTA)
) SS:
COUNTY OF MILLE LACS)

The foregoing AGREEMENT FOR LUMP-SUM PAYMENT dated _____2013 was subscribed before me in person this _____ day of _____, 2013, by _____ of **Stone Haven Association**, an Association under the laws of the State of Minnesota, on its behalf, who is personally known to me.

_____
Notary Public

STATE OF MINNESOTA)
) SS:
COUNTY OF MILLE LACS)

The foregoing AGREEMENT FOR LUMP-SUM PAYMENT dated _____2013 was subscribed before me in person this _____ day of _____, 2013, by David Dillan, Acting Mayor, and by Greg Lerud, City Manager of the CITY OF MILACA (a Minnesota Municipal Corporation), who are personally known to me, on behalf of the Corporation and pursuant to the authority of the City Council.

_____
Notary Public

CITY OF MILACA

Council Monthly Budget Report
October 2013

DEPT Descr	2013 YTD Budget	2013 YTD Amt	Balance	2013 % of Budget Remain
Airport	$100,700.00	$68,800.28	$31,899.72	31.68%
Assessing	$13,000.00	$16.00	$12,984.00	99.88%
Auditing	$4,750.00	$4,750.00	$0.00	0.00%
Building Inspection	$0.00	$0.00	$0.00	0.00%
City Attorney	$49,000.00	$40,348.07	$8,651.93	17.66%
City Hall	$225,000.00	$193,774.13	$31,225.87	13.88%
City Manager	$21,325.00	$17,401.85	$3,923.15	18.40%
Council	$10,650.00	$8,721.19	$1,928.81	18.11%
Elections	$0.00	$0.00	$0.00	0.00%
Fire Dept.	$197,195.00	$213,495.09	($16,300.09)	-8.27%
Historical Society	$7,115.00	$4,411.91	$2,703.09	37.99%
Liaison Officer	$66,565.00	$51,395.16	$15,169.84	22.79%
Libraries	$24,150.00	$19,069.20	$5,080.80	21.04%
Ogilvie	$30,660.00	$25,548.92	$5,111.08	16.67%
Parks	$131,675.00	$150,100.20	($18,425.20)	-13.99%
Planning Comm.	$2,000.00	$519.60	$1,480.40	74.02%
Police Dept.	$439,575.00	$405,207.36	$34,367.64	7.82%
Public Works	$217,075.00	$195,931.15	$21,143.85	9.74%
Rec Fest	$24,680.00	$27,533.31	($2,853.31)	-11.56%
Recreation	$2,000.00	$1,984.71	$15.29	0.76%
Treasurer	$27,100.00	$22,582.69	$4,517.31	16.67%
Unallocated	$14,400.00	$15,749.00	($1,349.00)	-9.37%
	$1,608,615.00	$1,467,339.82	$141,275.18	8.78%

ORDINANCE NO. 404

AN ORDINANCE AMENDING WATER AND SEWER RATES

BE IT ORDAINED by the Milaca City Council, that the monthly water and sewer rate table be as follows:

Water:

Residential

Base rate - $11.50
Minimum - $2.50
Usage - $3.75 per hundred cubic feet

Commercial

Base rate - $11.50
Minimum - $2.50

Usage (in 100 cubic feet)	($ per 100 cubic feet)
1 to 30	$3.75
31 and on up	$3.00

Sewer:

Residential and Commercial

Base rate - $2.00
Minimum - $8.50

Usage (in 100 cubic feet)	($ per 100 cubic feet)
1 and up	$2.75

Sewer only - $20.00

Be it further ordained that these rates are effective with the February 1, 2014 billing.

Passed this ___ day of _____, 2013.

ATTEST

_____
Mayor Harold Pedersen

_____
Greg Lerud, City Manager

MILACA ECONOMIC DEVELOPMENT COMMISSION MINUTES
OCTOBER 18, 2013 MEETING

The meeting of the Milaca economic development commission was called to order at 7:35 by Chairman Joe Cronin. The following commission members were present: Dave Dillan, Jeff Brown, Steve Kosbab, and Greg Lerud.

Also present: Richard Baker

The minutes of the September 20 meeting were approved as read.

Old Business:

Lerud said a meeting was held with all parties related to the proposed McDonalds. He said that if all parties follow through on what they said at the meeting, construction would probably begin next May and be ready for occupancy by the end of next year.

The bypass development plans that were discussed at the last meeting were shared with the Milaca Land Company. Lerud said Lee Hanson would discuss and get back with them. There was a wide-ranging discussion about the development and how things could be different.

The charging stations for the electric cars were discussed. Chuck Andrews spoke at a chamber meeting and there was interest among some of the members about installing one in Milaca. Kosbab said for homes, it would be best to have the units charge off-peak so they can take advantage of the lower rate. There was a discussion about possible charging station locations. Brown said he thought it was very important to be out in front on this issue and said he was going to be putting a charging station in at Andrew's Princeton dealership.

New Business:

Lerud said a building permit application was received for a new car on the frontage road north of Dairy Queen. He said the owner hopes to get going yet this fall.

Baker passed out information about the DEED shovel-ready program. He said the advantage of the program is potential buyers know that the background work has been completed, and the sale of a parcel can move more quickly. The cost of the program is just under $3,000. Cronin said that typically title work has a very short life, and depending on how old a phase I environmental report is, the lender could very well require an updated phase I, as well as title work. Lerud said the vast majority of the requirement listed in the State form has already been done. The consensus of the group was it was worthwhile to complete the DEED form, and make that available at the website.

Dillan said that the Initiative Foundation Community Field Day that was scheduled for this Saturday has been postponed until spring.

Baker shared information about the community venture network and some potential business prospects.

With no other business the meeting adjourned at 9:00.

Respectfully submitted,

Greg Lerud, Secretary
Milaca economic development commission.

MILACA ECONOMIC DEVELOPMENT COMMISSION MINUTES
NOVEMBER 15, 2013 MEETING

The meeting of the Milaca economic development commission was called to order at 7:35 by Chairman Joe Cronin. The following commission members were present: Dave Dillan, Brad Maitland, John Creasy, Jeff Brown, Ken Muller, Jerry Hansen, and Greg Lerud.

Cronin introduced Joe Tapp as the new president of First National Bank.

The minutes of the October 18 meeting were approved as read.

Steve Kosbab arrived at 7:40.

Old Business:

Brown said that he has installed two electric car charging stations at Chuck Andrew's dealership in Princeton. Creasy said the chamber board is meeting next week and they will be discussing the idea of putting one up in Milaca.

Lerud said work on a new car wash on the frontage road north of the Dairy Queen. He said a permit has not been issued, but they are working on utility extensions to the building. He said en anticipated that a permit would be applied for in the next couple of weeks.

New Business:
Cronin said the draft comprehensive plan is at the county's website and available for viewing.

Lerud said the ambulance addition to the fire hall will be proceeding. He said he received approval from North Memorial and Fairview to proceed, and work should begin in December.

School Superintendent Jerry Hansen discussed some of the legislative changed that were approved during the last session. He said that Milaca fared well, with an increase in per pupil aid. In addition he said that the district used to fund all day every day kindergarten from the general fund, and the state now pays for that program. Hansen said the student population has been growing at 1% per year for the last three years, and that is better than surrounding districts. He said they are presently conducting a space needs study as well as a demographic study. Hansen said one area he would like to target services is for early childhood. He said there is presently a waiting list, and he thought that was a great opportunity for the district to be able to provide those services.

Muller said the city will be looking at updating the airport layout plan in 2014. He said that over the last few years, there have been many planes restored and sold from the airport, and the airport does provide economic activity to this area that is hard to quantify.

Brown said that he has a new embroidery business called Doodle Stick that will be opening in one of his buildings.

There was a discussion about the housing market and incentives or ways that the city and others could help spur activity.

With no other business the meeting adjourned at 8:50 a.m.

Respectfully submitted,

Greg Lerud, Secretary
Milaca Economic Development Commission

Second Draft

City of Milaca and Milaca Area Historical Society

Management Agreement

WHEREAS, the **City of Milaca, 255 1st Street SE, Milaca, MN** (OWNER) wants to share responsibilities for the operation of the **Milaca Museum, 145 South Central Avenue, Milaca** (SITE) with the **Milaca Area Historical Society, PO Box 144, Milaca, MN** (MANAGER);

WHEREAS, the MANAGER wishes to assume these responsibilities; and

WHEREAS, the OWNER and the MANAGER intend that this Agreement will mutually benefit both organizations and the SITE by: increasing local interest in and support for the SITE; reducing duplication and cost of services and programs; and improving and/or expanding the SITE's preservation, visitation, interpretation, promotion, security, and operations;

NOW THEREFORE, THIS AGREEMENT is entered into by and between the OWNER and the MANAGER in consideration of the mutual promises and obligations set forth herein. The parties hereby agree as follows:

1. The MANAGER shall manage, preserve, use, and otherwise interpret the SITE for historical, educational, and other compatible purposes for *five years*, the SITE further described as follows:

Milaca Museum, located at 145 South Central Avenue, Milaca, MN

2. The authorized agent of the MANAGER for the purposes of this Agreement is the **President of the Milaca Area Historical Society.** Any and all notices, reports, or other submissions to the MANAGER shall be made to this individual or his/her successor in office at the following address:

Tom Sauer, President, Milaca Area Historical Society, PO Box 144, Milaca, MN 56353

The authorized agent of the OWNER for the purposes of this Agreement is the **City Manager.** Any and all notices, reports, or other submissions to the OWNER shall be made to him/her, or his/her successor, and any OWNER approvals shall come from this individual or his/her successor at the following address:

Greg Lerud, Milaca City Manager, 255 1st Street SE, Milaca, MN 56353

3. The OWNER shall be responsible for ensuring the proper operation of mechanical controls for the SITE. Maintenance staff shall mow the grounds, remove snow to ensure public access, and provide electricity, heat, water and sewer.

4. The MANAGER shall be responsible for:

- Maintaining consistent hours of operation
- Collecting and preserving the area's history
- Interpretation of the area's history
- Basic repairs and maintenance of the interior of the building.
- Annual inspection of the SITE, including submission of an inspection report to OWNER

5. The OWNER and the MANAGER shall work together to identify building improvements, timelines for improvements, as well as funding sources for the improvements. The final decision to proceed with improvements shall rest solely with the OWNER. The MANAGER may seek funds for restoration and preservation of the SITE on condition that all work on the SITE meets the *Secretary of the Interior's Standards for the Treatment of Historic Properties.* The OWNER and the MANAGER shall work together to oversee improvement projects.

6. The MANAGER shall have use of the facility rent free.

More specifically, the MANAGER shall assume daily operational responsibilities for the SITE, including, but not limited to the following tasks:

A. Procuring any additional funds necessary to operate the SITE.

B. Recruiting, training, and supervising all SITE volunteers.

C. C. Keeping the SITE building open to the public for a minimum of *100* days per year.

D. Maintaining an interpretive program that is of a quality commensurate with the resources available to the SITE.

E. Promoting the SITE in a manner that acknowledges and honors the OWNER.

F. Maintaining and making minor repairs to the SITE in accordance with this Agreement.

G. Maintaining and properly caring for the SITE's historic interiors, collections, furnishings, artifacts, and objects, whether on display or in storage at the SITE.

H. Maintaining accurate records, and preparing and making reports to the city as needed.

I. Supplying all labor and material for daily maintenance and minor repairs.

7. In general, the MANAGER shall administer, develop, and maintain the premises with reference to this Agreement.

8. The OWNER will maintain its general public liability insurance for the benefit of the SITE pursuant to the Agreement.

9. Any and all amendments to this Agreement shall be in writing and executed by the same parties who executed the original Agreement, or the successors in office.

10. This Agreement may be terminated by either party upon *90 days'* prior written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands hereunto on dates indicated below.

CITY OF MILACA

_____

Print Name Date

Title

_____

Print Name Date

Title

MILACA AREA HISTORICAL SOCIETY

_____

Print Name Date

Title

DRAFT AIA® Document A105™ - 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the «Fourteenth» day of «November» in the year «Two Thousand Thirteen»
(In words, indicate day, month and year.)

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

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

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

«J.S. Cates
2400 Cates Ranch Drive #100
Hamel, MN 55340»

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

«Chequamegon Bay Group, 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»

The Owner and Contractor 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.

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes:

(1281966670)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

3 CONTRACT SUM

4 PAYMENT

5 INSURANCE

6 GENERAL PROVISIONS

7 OWNER

8 CONTRACTOR

9 ARCHITECT

10 CHANGES IN THE WORK

11 TIME

12 PAYMENTS AND COMPLETION

13 PROTECTION OF PERSONS AND PROPERTY

14 CORRECTION OF WORK

15 MISCELLANEOUS PROVISIONS

16 TERMINATION OF THE CONTRACT

17 OTHER TERMS AND CONDITIONS

DRAFT

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect, dated 8-6-2013, and enumerated as follows:

Drawings:

Number	Title	Date
A-1	Title/Site/Code/Summary	8-14-2013
A-2	Floor Plan/Schedule	8-14-2013
A-3	Exterior Elev/Interior Elev	8-14-2013
A-4	Roof Plan/Wall Sections	8-14-2013
A-5	Construction Notes	8-14-2013
M1	Mechanical	8-14-2013
M2	Mechanical	8-14-2013
E1	Electrical	8-14-2013
E2	Electrical	8-14-2013

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes:

(1281966670)

Specifications: Dated 8-14-2013

Section	Title	
00 11 13	Advertisement for Bid	
00 21 13	Instructions to Bidders	
00 41 00	Bid Form	
00 50 00	Contracting Forms and Supplements	
00 72 00	General Conditions	
00 73 01	Agency Agreement	
01 10 00	Summary	
01 20 00	Price and Payment Procedures	
01 40 00	Quality Requirements	
01 55 00	Vehicular Access and Parking	
01 60 00	Product Requirements	
01 70 00	Execution and Closeout Requirements	
05 50 00	Metal Fabrications	
06 10 00	Rough Carpentry	
06 20 00	Finish Carpentry	
06 82 00	Glass Fiber Reinforced Plastic	
07 21 00	Thermal Board Insulation	
07 21 26	Blown Mineral Wool Insulation	
07 53 23	EPDM Roofing	
07 62 00	Sheet Metal Flashing and Trim	
07 90 05	Joint Sealers	
08 11 13	Hollow Metal Doors and Frames	
08 14 16	Flush Wood Doors	
08 36 13	Sectional Doors	
08 52 00	Wood Windows	
08 71 00	Door Hardware	
08 80 00	Glazing	
09 21 16	Gypsum Board Assemblies	
09 51 00	Acoustical Ceilings	
09 65 00	Resilient Flooring	
09 68 13	Tile Carpeting	
09 91 13	Exterior Painting	
09 91 23	Interior Painting	
10 28 00	Toilet, Bath, and Laundry Accessories	
10 44 00	Fire Protection Specialties	
10 56 23	Wire Storage Shelving	
12 21 13	Horizontal Louver Blinds	
12 35 30	Residential Casework	
13 34 18	Pre-Engineered Post Frame Building Systems	
15010	Mechanical General Provisions	
15050	Mechanical Basic Material & Methods	
15060	Pipes & Pipe Fittings	
15100	Valves	
15185	Insulation	
15200	Site Utilities	
15400	Plumbing	

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes: (1281966670)

15600	Hot Water Heating	
15800	Heating Ventilation and Air Conditioning	
16010	General Provisions	
16011	Temporary Power	
16100	Basic Methods and Materials	
16110	Motion Sensors	
16300	Electrical Distribution Systems	
16400	Lighting Fixtures	
16500	Communications Systems	
16700	Electrically Powered Equipment	
16800	Comfort Heating	

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
Addendum #1	09-03-2013	
Addendum #2	09-06-2013	

.4 written orders for changes in the Work issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:
NA

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than ( ) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

Ninety (90) Calendar days.

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Two Hundred Twenty One Thousand Dollars and no cents ($221,00.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
NA	

§ 3.3 Unit prices, if any, are as follows:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
NA		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
NA	

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes:

(1281966670)

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

NA

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

Application for Payment to be submitted by the 10th of each month, with payment by the 1st of the following month. A retainage 10% shall be withheld from each payment until the Final Payment.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:
(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability ($0.00)
Worker's Compensation Insurance	$ 100,000 Bodily Injury per employee $ 100,000 Bodily Injury per occurrence
Commercial General Liability	$1,000,000 per occurrence $2,000,000 per annual aggregate
Commercial Auto Liability Owner and Architect to be listed as additionally insured	$1,000,000 per occurrence

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes: (1281966670)

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes:

(1281966670)

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes: (1281966670)

§ 8.8 SUBMITTALS
The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING
The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP
The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT
§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes: (1281966670)

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes: (1281966670)

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes:

(1281966670)

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- **.3** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- **.4** is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- **.1** take possession of the site and of all materials thereon owned by the Contractor, and
- **.2** finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

«»

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes: (1281966670)

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER *(Signature)*
Greg Leriid, »City Manager »
255 1st Street East, Milaca, MN 56353 »
(Printed name, title and address)

CONTRACTOR *(Signature)*
« »« »
« »
(Printed name, title and address)
LICENSE NO.:
JURISDICTION:

DRAFT

AIA Document A105™ - 2007 (formerly A105™ - 1993 and A205™ - 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:47:11 on 11/12/2013 under Order No.6766034497_1 which expires on 09/21/2014, and is not for resale.
User Notes:
(1281966670)