

MILACA CITY COUNCIL AGENDA
OCTOBER 17, 2013

6:30

Call meeting to order
Roll Call

Consent Agenda

Minutes of the September 12 regular meeting
Bills for payment
Resolution No. 13 – 24 Approval of premises gambling permit for Milaca Firefighters Relief Association
Resolution No. 13 – 25 Assessing unpaid fire department service charge
Resolution No. 13 – 26 Assessing unpaid fire department service charge
Resolution No. 13 – 27 Assessing unpaid water service charge
Resolution No. 13 – 28 Approving tobacco license for Dollar General Store
Appoint Natalie Novak to Parks commission for a term to expire 12/31/2014
City Treasurer's report

Citizens Forum

Public Hearing

Country Meadow Estates
Resolution No. 13 – 29

Requests and Communications

Bike race

Ordinances and Resolutions

Resolution No. 13 – 30 Interim Use permit
Resolution No. 13 – 31 Credit card
Credit card usage policy

Reports of Boards and Commissions

Planning commission
Economic Development commission
Airport commission
Parks commission
MCAT

Unfinished Business

Fire Hall addition

New Business

Water and sewer rates
Recreational vehicles

Council Comments

Adjourn

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

MILACA CITY COUNCIL MINUTES
SEPTEMBER 12, 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, Muller, Johnson, and Bekius.

Staff present: Lerud and Gann-Olehy

Others present: Lesley Toth

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

1. Minutes of the August 15 regular meeting
2. General bills, 813177E-813181E, #39696-39698, #39753-39765, #39768-39813, totaling \$350,942.03; Liquor bills, 913029E-913032E, #22697-022712, #22649-22665, #22681-22683, totaling \$192,107.30.
3. RESOLUTION NO. 13 – 20 A RESOLUTION ASSESSING UNPAID FIRE DEPARTMENT CHARGES FOR SERVICE (entire text appears in Resolution book.)
4. RESOLUTION NO. 13 – 21 A RESOLUTION ASSESSING UNPAID FIRE DEPARTMENT CHARGES FOR SERVICE (entire text appears in Resolution book.)
5. Accept city treasurer's report.

Unanimous consent.

No one was present for citizen's forum.

~~A letter from the Forest Hill Cemetery Board was discussed. Lerud said that the public works director and he discussed this option, and it would not add a great deal of time to the route. However, he said they are concerned about possible damage to the drive in the cemetery. Lerud said in early or late season snow when the ground is not frozen, his fear was the trucks would cause a great deal of damage that would exceed any cost savings they would have by paying the city to do the work. He said that there is plenty of room at the north end of SW River drive for the plow truck to turn.~~

Mayor Pedersen said the other concern he had was that the city would be plowing a private drive before all the city streets. After a brief discussion the council decided to take no action on the request.

Council member Johnson offered Resolution No. 13 – 22 and moved for its adoption, second by Dillan

RESOLUTION NO. 13 – 22
RESOLUTION GIVING PRELIMINARY APPROVAL TO CERTAIN HEALTH CARE FACILITIES REVENUE BONDS
AND A PROJECT UNDER THE MINNESOTA MUNICIPAL INDUSTRIAL DEVELOPMENT ACT
(entire text appears in Resolution book)

Unanimous consent.

The council reviewed the proposed 2014 budget and levy. There was a discussion about moving the building fund into the general fund. There is a lengthy discussion about the need for a mower in the parks department. The consensus of the council was to have Moyer obtain pricing for a mower lease, and use reserve funds for the first year's payment, and future payments would be levied for.

At the conclusion of the discussion about the budget, Council member Dillan offered Resolution No. 13 – 23 and moved for its adoption, second by Muller

RESOLUTION NO. 13 – 23
RESOLUTION APPROVING THE PRELIMINARY 2014 BUDGET AND PROPOSED 2014 TAX LEVY
(entire text appears in Resolution book)

Unanimous consent.

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

Lerud said the economic development commission meets next Friday.

Council member Muller said he and Burklund met with representatives from Bolten Menk last month at the aeronautics conference in St. Cloud. He said they will be coming to an airport commission meeting and will be working with the city to update the airport layout plan.

Mayor Pedersen said the minutes for the August parks commission meeting was in the packet, and they met last Tuesday and discussed the band shell and graffiti.

Council member Dillan said MCAT met with Dan Frank last night to discuss hosting an upcoming field day on October 19, similar to what was held in Annandale earlier this year, and they are working to put together some activity packages for those who visit. He said the city is in line for an additional \$10,000 grant to help with the ongoing projects.

A proposed agreement with First National Bank to pay for improvements in the Boulder Ridge development was discussed. Lerud said that it calls for the bank to pay \$1,200 per unsold lot with no other concessions given by the city, and the bank would pay immediately, rather than assess the amount as was done in Fieldstone Greene. He said the association in Boulder is the last remaining party to reach an agreement with and it will be along the lines of this one. Motion by Dillan, second by Johnson to approve the Boulder Ridge Agreement as presented, unanimous consent.

Bids for the river buffer project were presented. Lerud said as a condition of state financing for the pedestrian walking bridge, the city was required to put in a buffer along the river. This is for the area for the area north of the bridge to the north end of the park. Lerud said the soils and water office has applied for a grant to help with the cost. He said the area between the bridge and where the dam was

will be done next year. Motion by Johnson, second by Bekius to accept the low bid from Prairie Restorations, unanimous consent.

Bids for the ambulance addition to the fire hall were presented. Lerud said the bids came in much higher than he and the architect expected. He said he has been in contact with Fairview and North and we are looking at options. He said it was his recommendation to not accept any of the bids tonight.

Motion by Muller, second by Dillan to table action on the bids, unanimous consent.

Lerud said that there may be some interest in some multi-family apartments in town, and he said he visited with Harold Jesh who worked with the city at the time the Tapestry Square buildings were built, and he said the first step is to have a housing study done. Lerud said there are two main companies that do the work. He said that there is also an area partnership that met at Lakes and Pines earlier this week and an area housing study was on that meeting's agenda. The consensus of the council was to request proposals to conduct a housing study, and bring them back to a future meeting.

Mayor Pedersen called for Council comments.

Council member Johnson asked if the city hall any influence on getting the communications companies to fix the pedestrian boxes that are damaged. Lerud said he would contact Mid-Continent, Frontier, and Local Link.

Council member Muller asked about the band shell and fundraising efforts. Mayor Pedersen said that the community foundation is working on it. Lerud said he received a quote from Baas Construction to cover the existing roof with rolled shingles, and the estimate was just under \$6,500. There was a lengthy discussion about doing a temporary repair or a permanent fix. Council member Bekius said that he thought it was a better idea to examine the condition of the decking, and the parts that needed to be replaced should be replaced prior to the rolled roofing going on so the fix was more permanent. Lerud said he would talk with Baas Construction and see if a revised bid can be ready for the upcoming community foundation meeting. The consensus of the council was to proceed with a permanent roof fix, if the funds are available.

Council member Muller said he has many commitments, and if someone was willing to help him with the Broad band meetings, he would appreciate it. Council member Bekius said he would share the duties with him.

Council member Dillan said that the Mega Meet is next Saturday.

Council member Bekius asked if a new parking lot by the band shell was in the budget. Lerud said it is in the proposed budget for next year. Bekius said that the regional development commission has a revolving loan fund, and they are accepting projects that may need funding.

Mayor Pedersen said he would call the person who provided information about fire hydrant painting at the last meeting.

With no other business a motion to adjourn was made by Bekius, second by Muller, all voted in favor and the meeting adjourned at 8:00 p.m.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

***Check Detail Register©**

OCTOBER 2013

			Check Amt	Invoice	Comment
10100 General Bank					
Paid Chk#	039838	10/14/2013	ISD #912		
E 101-42120-217	Other Operating Supplies		\$108.00		YEARBOOKS
	Total ISD #912		\$108.00		
Paid Chk#	039839	10/17/2013	ALERT ALL CORPORATION		
E 101-42280-217	Other Operating Supplies		\$396.00	W4549	FIRE PREVENTION
	Total ALERT ALL CORPORATION		\$396.00		
Paid Chk#	039840	10/17/2013	ALEX AIR APPARATUS, INC.		
E 101-42280-580	Other Equipment		\$6,412.50	24474	PORTABLE WATER PUMP
	Total ALEX AIR APPARATUS, INC.		\$6,412.50		
Paid Chk#	039841	10/17/2013	AMERIPRIDE		
E 101-45500-310	Other Professional Services		\$27.91	2200421093	RUGS-LIBRARY
E 101-41940-310	Other Professional Services		\$9.20	2200421095	RUGS-CITY
E 619-49900-310	Other Professional Services		\$19.55	2200421095	RUGS-DEP REG
E 101-45500-310	Other Professional Services		\$27.91	2200426314	RUGS-LIBRARY
E 101-41940-310	Other Professional Services		\$9.20	2200426317	RUGS-CITY
E 619-49900-310	Other Professional Services		\$19.55	2200426317	RUGS-DEP REG
	Total AMERIPRIDE		\$113.32		
Paid Chk#	039842	10/17/2013	ARCHIBALD, JOHN		
E 101-43000-434	Uniforms		\$224.99		WORK BOOTS
	Total ARCHIBALD, JOHN		\$224.99		
Paid Chk#	039843	10/17/2013	BANYON DATA SYSTEMS, INC.		
E 700-50000-580	Other Equipment		\$5,546.56	150523	BLDG PERMIT SOFTWARE
	Total BANYON DATA SYSTEMS, INC.		\$5,546.56		
Paid Chk#	039844	10/17/2013	BATTERY PRODUCTS INC		
E 101-42280-217	Other Operating Supplies		\$126.92	46937	AED BATTERY
E 101-42280-217	Other Operating Supplies		\$126.92	46967	AED BATTERY
	Total BATTERY PRODUCTS INC		\$253.84		
Paid Chk#	039845	10/17/2013	BEAUDRY OIL & PROPANE		
E 101-43000-217	Other Operating Supplies		\$286.43	365181	HYRAULIC OIL-PW
E 101-43000-217	Other Operating Supplies		\$29.90	365188	SUPPLIES-PW
E 101-43000-217	Other Operating Supplies		\$1,568.86	365909	HYRAULIC OIL/MOTOR OIL-PW
	Total BEAUDRY OIL & PROPANE		\$1,885.19		
Paid Chk#	039846	10/17/2013	BILLINGS SERVICE		
E 101-43000-212	Auto Expense (Fuel/Repair)		\$823.44		GAS-PW
E 101-49810-212	Auto Expense (Fuel/Repair)		\$67.92		GAS-AIRPORT
E 101-45200-212	Auto Expense (Fuel/Repair)		\$174.48		GAS-PARKS
E 101-42280-212	Auto Expense (Fuel/Repair)		\$122.69		GAS-FIRE
	Total BILLINGS SERVICE		\$1,188.53		
Paid Chk#	039847	10/17/2013	BOYER TRUCKS, INC.		
E 101-42280-221	Equipment Parts/Repairs		\$917.37	462582	FIRE TRUCK REPAIR
	Total BOYER TRUCKS, INC.		\$917.37		
Paid Chk#	039848	10/17/2013	BURTON, KYLE		
E 101-42110-221	Equipment Parts/Repairs		\$350.00	1	FIREARM REPAIR
	Total BURTON, KYLE		\$350.00		
Paid Chk#	039849	10/17/2013	CARL E. JOHNSON		
E 602-49400-217	Other Operating Supplies		\$23.34	8374	PVC PIPE-WATER

*Check Detail Register©

OCTOBER 2013

			Check Amt	Invoice	Comment
E 101-45500-310	Other Professional Services		\$1,614.94	8416	SVC BOILER-LIBRARY
	Total CARL E. JOHNSON		\$1,638.28		
Paid Chk# 039850 10/17/2013 CEMSTONE PRODUCTS CO.					
E 101-43000-403	Repairs/Maint Streets		\$337.73	6018082	ASPHALT MIX
	Total CEMSTONE PRODUCTS CO.		\$337.73		
Paid Chk# 039851 10/17/2013 CHAPMAN S AUTO REPAIR LLC					
E 101-43000-221	Equipment Parts/Repairs		\$20.00	12142	TURN DRUMS-97 DODGE-PW
	Total CHAPMAN S AUTO REPAIR LLC		\$20.00		
Paid Chk# 039852 10/17/2013 CONTROLLED FORCE					
E 101-42120-208	Training and Travel		\$435.00	5982	TRAINING-MACH-JEFF SHAW
	Total CONTROLLED FORCE		\$435.00		
Paid Chk# 039853 10/17/2013 CORNER MART					
E 101-42110-212	Auto Expense (Fuel/Repair)		\$1,440.84		GAS-POLICE
E 101-49810-212	Auto Expense (Fuel/Repair)		\$70.25		GAS-AIRPORT
E 602-49400-212	Auto Expense (Fuel/Repair)		\$147.91		GAS-WATER
E 603-49450-212	Auto Expense (Fuel/Repair)		\$21.43		GAS-SEWER
E 700-50000-212	Auto Expense (Fuel/Repair)		\$166.00		GAS-JP
E 101-45200-212	Auto Expense (Fuel/Repair)		\$238.42		GAS-PARKS
E 101-43000-212	Auto Expense (Fuel/Repair)		\$553.51		GAS-PW
E 208-49020-406	Trail Maintenance		\$70.38		GAS-TRAILS
	Total CORNER MART		\$2,708.74		
Paid Chk# 039854 10/17/2013 DAVES EXCAVATING					
E 101-45200-310	Other Professional Services		\$1,500.00		REC PARK SMALL FIELD-CREATE SWALE/REMOVE STUMP
	Total DAVES EXCAVATING		\$1,500.00		
Paid Chk# 039855 10/17/2013 DIGITAL ALLY					
E 101-42110-221	Equipment Parts/Repairs		\$119.00	1059989	EQUIP REPAIR-POLICE
	Total DIGITAL ALLY		\$119.00		
Paid Chk# 039856 10/17/2013 DOVE FRETLAND & VAN VALKENBURG					
E 101-41610-304	Legal Fees		\$875.00	65283	CIVIL RETAINER-SEPT
E 101-41610-304	Legal Fees		\$3,146.96	65284	CRIMINAL RETAINER-SEPT
	tal DOVE FRETLAND & VAN VALKENBURG		\$4,021.96		
Paid Chk# 039857 10/17/2013 E.C.M. PUBLISHERS, INC.					
E 101-41110-351	Legal Notices Publishing		\$87.40	31107	PUBLIC NOTICE-ELIM BOND
	Total E.C.M. PUBLISHERS, INC.		\$87.40		
Paid Chk# 039858 10/17/2013 EMERGENCY MEDICAL PRODUCTS					
E 101-42280-217	Other Operating Supplies		\$87.50	1586391	MEDICAL SUPPLIES-FIRE
	Total EMERGENCY MEDICAL PRODUCTS		\$87.50		
Paid Chk# 039859 10/17/2013 FAIRVIEW HEALTH SERVICES					
E 101-42280-305	Medical and Dental Fees		\$386.00	75001609	KASS-FIRE DEPT PHYSICAL
E 101-42280-305	Medical and Dental Fees		\$589.00	75001609	JOHNSON-PHYSICAL/HEP B SHOT
	Total FAIRVIEW HEALTH SERVICES		\$975.00		
Paid Chk# 039860 10/17/2013 FIRE INSTRUCTION & RESCUE ED.					
E 101-42280-208	Training and Travel		\$400.00	381	CONFINED SPACE TRNG-09/16/13
E 101-42280-208	Training and Travel		\$650.00	388	FORCIBLE ENTRY/WALL BREACH TRNG-09/23/13
	Total FIRE INSTRUCTION & RESCUE ED.		\$1,050.00		
Paid Chk# 039861 10/17/2013 FRANSEN DECORATING					

*Check Detail Register©

OCTOBER 2013

			Check Amt	Invoice	Comment
E 101-42280-401	Repairs/Maint Buildings		\$525.00	33527	FLOOR & DECK ENAMEL-FIRE DEPT
	Total FRANSEN DECORATING		\$525.00		
<hr/>					
Paid Chk# 039862	10/17/2013	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		\$202.01	320-983-3141	PHONE SVC-CITY HALL
E 101-45500-321	Telephone		\$16.20	320-983-3141	PHONE SVC-LIBRARY
E 101-41940-321	Telephone		\$46.36	320-983-3142	PHONE SVC-CITY HALL
E 619-49900-321	Telephone		\$98.80	320-983-3143	PHONE SVC-DEP REG
E 101-42280-321	Telephone		\$51.90	320-983-3465	PHONE SVC-FIRE
E 101-45200-321	Telephone		\$46.36	320-983-5729	PHONE SVC-PARKS
E 602-49400-321	Telephone		\$148.34	320-983-6134	PHONE SVC-WATER
E 101-42110-321	Telephone		\$102.64	320-983-6166	PHONE SVC-POLICE
E 101-43000-321	Telephone		\$106.49	320-983-6547	PHONE SVC-PW
	Total FRONTIER		\$871.28		
<hr/>					
Paid Chk# 039863	10/17/2013	GK CONSULTING LLC			
E 101-41940-309	EDP, Software and Design		\$800.00	420	OCT NETWORK
	Total GK CONSULTING LLC		\$800.00		
<hr/>					
Paid Chk# 039864	10/17/2013	GOPHER STATE ONE CALL			
E 602-49400-310	Other Professional Services		\$55.10	79426	SEPT LOCATES
	Total GOPHER STATE ONE CALL		\$55.10		
<hr/>					
Paid Chk# 039865	10/17/2013	GRAINGER			
E 101-45200-215	Shop Supplies		\$44.55	9235791994	DANGER SIGNS-PARKS
	Total GRAINGER		\$44.55		
<hr/>					
Paid Chk# 039866	10/17/2013	GRANITE LEDGE ELECTRICAL CONTR			
E 101-42110-437	Other Miscellaneous		\$850.00	P13397	GARAGE WIRING-PD
	Total GRANITE LEDGE ELECTRICAL CONTR		\$850.00		
<hr/>					
Paid Chk# 039867	10/17/2013	H & L MESABI			
E 101-43000-221	Equipment Parts/Repairs		\$1,040.50	88442	PLOW PARTS-PW
E 101-43000-221	Equipment Parts/Repairs		\$3,338.51	88465	PLOW PARTS-PW
	Total H & L MESABI		\$4,379.01		
<hr/>					
Paid Chk# 039868	10/17/2013	HARDY AUTO PARTS			
E 101-43000-215	Shop Supplies		\$2.87	106013	SHOP SUPPLIES-PW
E 602-49400-217	Other Operating Supplies		\$3.54	106834	SUPPLIES-WATER
E 603-49450-217	Other Operating Supplies		\$3.54	106834	SUPPLIES-SEWER
	Total HARDY AUTO PARTS		\$9.95		
<hr/>					
Paid Chk# 039869	10/17/2013	HARTMAN, PAMELA			
E 619-49900-208	Training and Travel		\$36.62		MDRA ANNUAL MTG-09/20
E 619-49900-201	Accessories (paper, pens, etc)		\$11.70		REIMBURSE MISC SUPPLIES
	Total HARTMAN, PAMELA		\$48.32		
<hr/>					
Paid Chk# 039870	10/17/2013	HAWKINS, INC.			
E 602-49400-216	Chemicals and Chem Products		\$3,144.56	3516053	CHEMICALS
	Total HAWKINS, INC.		\$3,144.56		
<hr/>					
Paid Chk# 039871	10/17/2013	HD SUPPLY WATERWORKS, LTD			
E 602-49400-218	Parts - Water Dept.		\$46.94	B514558	WATER PARTS
	Total HD SUPPLY WATERWORKS, LTD		\$46.94		
<hr/>					
Paid Chk# 039872	10/17/2013	HOMETOWN SOLUTIONS			
E 101-42110-221	Equipment Parts/Repairs		\$48.10	MILACIN543	PHONE HOLSTER

***Check Detail Register©**

OCTOBER 2013

		Check Amt	Invoice	Comment
Total HOMETOWN SOLUTIONS		\$48.10		
Paid Chk#	039873	10/17/2013	HY-TECH AUTOMOTIVE	
E	101-42110-212	Auto Expense (Fuel/Repair)	\$42.09	16131 SQUAD 09 MAINTENANCE
E	101-42110-212	Auto Expense (Fuel/Repair)	\$66.30	16280 SQUAD 12 MAINTENANCE
Total HY-TECH AUTOMOTIVE		\$108.39		
Paid Chk#	039874	10/17/2013	JOHNSON JET-LINE INC	
E	603-49450-310	Other Professional Services	\$27,977.81	694 SEWER TELEVISIONING/CLEANING
Total JOHNSON JET-LINE INC		\$27,977.81		
Paid Chk#	039875	10/17/2013	JOHNSON OIL CO.	
E	208-49020-406	Trail Maintenance	\$98.70	1458 TRAILER TIRE REPAIR-TRAILS
Total JOHNSON OIL CO.		\$98.70		
Paid Chk#	039876	10/17/2013	KLM ENGINEERING, INC.	
E	602-49400-310	Other Professional Services	\$1,500.00	4966 ANTENNA REVIEW-AT&T LEASE
Total KLM ENGINEERING, INC.		\$1,500.00		
Paid Chk#	039877	10/17/2013	KOCHS HARDWARE HANK	
E	101-42110-437	Other Miscellaneous	\$61.06	SUPPLIES-POLICE
E	101-42280-401	Repairs/Maint Buildings	\$115.81	SUPPLIES-FIRE
E	208-49020-406	Trail Maintenance	\$33.85	SUPPLIES-TRAILS
E	101-42110-201	Accessories (paper, pens, etc)	\$38.45	FOOTLOCKER/PADLOCK-POLICE
E	101-42110-240	Small Tools and Minor Equip	\$96.21	LADDER-POLICE
E	602-49400-217	Other Operating Supplies	\$69.67	SUPPLIES-WATER
E	208-49010-437	Other Miscellaneous	\$12.80	SUPPLIES-SR CENTER
E	101-49810-217	Other Operating Supplies	\$36.53	SUPPLIES-AIRPORT
E	101-45200-215	Shop Supplies	\$109.61	SHOP SUPPLIES-PARKS
E	101-43000-215	Shop Supplies	\$57.10	SHOP SUPPLIES-PW
E	603-49450-217	Other Operating Supplies	\$46.64	SUPPLIES-SEWER
Total KOCHS HARDWARE HANK		\$677.73		
Paid Chk#	039878	10/17/2013	LEAGUE OF MINNESOTA CITIES	
E	101-42110-208	Training and Travel	\$15.00	191731 POLICE LEADERSHIP TRNG
Total LEAGUE OF MINNESOTA CITIES		\$15.00		
Paid Chk#	039879	10/17/2013	LEAGUE OF MN CITIES INSUR TRST	
E	101-42280-151	Worker s Comp Insurance Prem	\$325.00	26044 12-13 WORK COMP AUDIT
E	101-41940-151	Worker s Comp Insurance Prem	\$1,490.00	26044 12-13 WORK COMP AUDIT
E	603-49450-151	Worker s Comp Insurance Prem	\$179.00	26044 12-13 WORK COMP AUDIT
E	602-49400-151	Worker s Comp Insurance Prem	\$120.00	26044 12-13 WORK COMP AUDIT
Total LEAGUE OF MN CITIES INSUR TRST		\$2,114.00		
Paid Chk#	039880	10/17/2013	LIND, MARSHALL	
E	700-50000-208	Training and Travel	\$475.00	MNDOT GRADING & BASE TRNG
Total LIND, MARSHALL		\$475.00		
Paid Chk#	039881	10/17/2013	M.E. PLUMBING & HEATING	
E	101-42280-221	Equipment Parts/Repairs	\$272.75	34763 EQUIPMENT REPAIR-FIRE DEPT
E	101-41940-310	Other Professional Services	\$139.16	34876 MENS BATHROOM RPR-CITY HALL
Total M.E. PLUMBING & HEATING		\$411.91		
Paid Chk#	039882	10/17/2013	MEYERS MILACA PARTS CITY	
E	101-45200-221	Equipment Parts/Repairs	\$200.88	2071 PARTS-PARKS
Total MEYERS MILACA PARTS CITY		\$200.88		
Paid Chk#	039883	10/17/2013	MID STATE TREE SERVICE	
E	101-45200-310	Other Professional Services	\$400.00	519106 TREE REMOVAL-REINEKE PARK

***Check Detail Register©**

OCTOBER 2013

			Check Amt	Invoice	Comment
E 101-43000-310	Other Professional Services		\$1,200.00	576195	TREE & STUMP REMOVAL-PW
Total MID STATE TREE SERVICE			\$1,600.00		
<hr/>					
Paid Chk# 039884	10/17/2013	MILACA AUTO VALUE			
E 101-43000-221	Equipment Parts/Repairs		\$376.84	1302823	PARTS-PW
E 101-42110-221	Equipment Parts/Repairs		\$111.32	1302823	PARTS-POLICE
Total MILACA AUTO VALUE			\$488.16		
<hr/>					
Paid Chk# 039885	10/17/2013	MILACA FIRE RELIEF ASSOC.			
E 101-42280-124	Fire Pension Contributions		\$32,630.80		2013 STATE AID
E 101-42280-124	Fire Pension Contributions		\$9,642.49		FIRE PENSION SUPPLEMENTAL
Total MILACA FIRE RELIEF ASSOC.			\$42,273.29		
<hr/>					
Paid Chk# 039886	10/17/2013	MILACA LAWN & GARDEN			
E 101-43000-221	Equipment Parts/Repairs		\$12.90	548504	TORO PARTS-PW
E 101-45200-240	Small Tools and Minor Equip		\$341.95	551099	TRIMMER-PARKS
E 208-49020-406	Trail Maintenance		\$53.00	551637	TRIMMER MAINT-TRAILS
E 101-45200-221	Equipment Parts/Repairs		\$28.39	552014	CHAINSAW RPR-PARKS
E 602-49400-221	Equipment Parts/Repairs		\$18.04	553124	PARTS-WATER
Total MILACA LAWN & GARDEN			\$454.28		
<hr/>					
Paid Chk# 039887	10/17/2013	MILLE LACS COUNTY TIMES			
E 101-41940-433	Dues and Subscriptions		\$37.00		SUBSCRIPTION RENEWAL-#1372-PD
Total MILLE LACS COUNTY TIMES			\$37.00		
<hr/>					
Paid Chk# 039888	10/17/2013	MILLER, PATTI			
E 101-49910-208	Training and Travel		\$66.30		SEP 2013 OGILVIE MILEAGE
Total MILLER, PATTI			\$66.30		
<hr/>					
Paid Chk# 039889	10/17/2013	MN COMPUTER SYSTEMS INC			
E 619-49900-310	Other Professional Services		\$121.36	121080	COPIER MAINTENANCE-DEP REG
Total MN COMPUTER SYSTEMS INC			\$121.36		
<hr/>					
Paid Chk# 039890	10/17/2013	MN DEPT MANAGEMENT & BUDGET			
R 101-35105	Administrative Fines		\$40.00		ADMINISTRATIVE FINES-SEPT 2013
Total MN DEPT MANAGEMENT & BUDGET			\$40.00		
<hr/>					
Paid Chk# 039891	10/17/2013	MN DEPT OF HEALTH (1)			
E 603-49450-433	Dues and Subscriptions		\$50.00	490958	2013 WELL MAINT PERMIT
Total MN DEPT OF HEALTH (1)			\$50.00		
<hr/>					
Paid Chk# 039892	10/17/2013	MN STATE AUDITOR			
E 101-41510-208	Training and Travel		\$125.00		REGISTRATION-T GANN-OLEHY
Total MN STATE AUDITOR			\$125.00		
<hr/>					
Paid Chk# 039893	10/17/2013	MN VALLEY TESTING LABS			
E 602-49400-310	Other Professional Services		\$88.00	671656	TESTING
Total MN VALLEY TESTING LABS			\$88.00		
<hr/>					
Paid Chk# 039894	10/17/2013	MOTOROLA			
E 101-42280-226	Radio Repair		\$89.78	91394463	RADIO BATTERIES-FIRE
Total MOTOROLA			\$89.78		
<hr/>					
Paid Chk# 039895	10/17/2013	NORTHLAND FIRE PROTECTION			
E 101-42110-310	Other Professional Services		\$65.00	95154	FIRE EXTINGUISHER-POLICE
Total NORTHLAND FIRE PROTECTION			\$65.00		
<hr/>					
Paid Chk# 039896	10/17/2013	PRO EDGE TOOL			
E 101-43000-240	Small Tools and Minor Equip		\$22.00	22651	HANDSAW SHARPENER-PW

***Check Detail Register©**

OCTOBER 2013

		Check Amt	Invoice	Comment
Total PRO EDGE TOOL		\$22.00		
Paid Chk#	039897	10/17/2013	QUILL CORPORATION	
E 101-41110-201	Accessories (paper, pens, etc)	\$36.44	5432042	DIVIDERS-COUNCIL
E 101-41510-201	Accessories (paper, pens, etc)	\$76.94	5432042	PRINTER TONER-TREASURER
E 101-45500-217	Other Operating Supplies	\$128.21	5696235	PAPER TOWELS/TOILET PAPER-LIBRARY
E 101-42110-201	Accessories (paper, pens, etc)	\$68.39	6078383	PRINTER TONER-POLICE
Total QUILL CORPORATION		\$309.98		
Paid Chk#	039898	10/17/2013	RACHEL CONTRACTING INC	
G 500-20200	Accounts Payable	\$1,425.60	PAY REQ #6	PEDESTRIAN WALKING BRIDGE
G 500-20200	Accounts Payable	\$109,869.00	PAY REQ #6	DAM REMOVAL PROJECT
E 500-45200-530	Improv Other Than Bldgs	\$13,726.00	PAY REQ #6	DAM REMOVAL PROJECT
Total RACHEL CONTRACTING INC		\$125,020.60		
Paid Chk#	039899	10/17/2013	ROHMAN LAWN CARE	
E 101-43000-310	Other Professional Services	\$115.00	23886	WEED CONTROL-PW
Total ROHMAN LAWN CARE		\$115.00		
Paid Chk#	039900	10/17/2013	SAFEGUARD LOCKSMITH	
E 619-49900-217	Other Operating Supplies	\$32.06	5021	DEP REG KEYS
Total SAFEGUARD LOCKSMITH		\$32.06		
Paid Chk#	039901	10/17/2013	STANTEC	
E 602-49400-303	Engineering Fees	\$647.50	724193	SURVEY/MAP UTILITIES
E 603-49450-303	Engineering Fees	\$647.50	724193	SURVEY/MAP UTILITIES
E 603-49450-303	Engineering Fees	\$33.25	724193	SECONDARY WW POND REPAIRS
E 500-45200-303	Engineering Fees	\$561.75	724194	DAM REMOVAL PROJECT
E 500-45200-303	Engineering Fees	\$3,882.45	724928	DAM REMOVAL PROJECT
Total STANTEC		\$5,772.45		
Paid Chk#	039902	10/17/2013	STONEHILL MASONRY	
E 101-43000-401	Repairs/Maint Buildings	\$3,032.00	754228	CUT BLACKTOP/POUR APRON-PW
Total STONEYHILL MASONRY		\$3,032.00		
Paid Chk#	039903	10/17/2013	THOMSON REUTERS-WEST PMT CTR	
E 101-42110-310	Other Professional Services	\$137.45	827961699	CLEAR WEB SEARCH-AUG 2013
Total THOMSON REUTERS-WEST PMT CTR		\$137.45		
Paid Chk#	039904	10/17/2013	VOLUNTEER FIREMEN S BENEFIT	
E 101-42280-433	Dues and Subscriptions	\$11.00		WARNE JOHNSON MEMBERSHIP
Total VOLUNTEER FIREMEN S BENEFIT		\$11.00		
Paid Chk#	039905	10/17/2013	ZARNOTH BRUSH WORKS, INC	
E 101-43000-221	Equipment Parts/Repairs	\$860.34	145951	SWEEPER PARTS-PW
Total ZARNOTH BRUSH WORKS, INC		\$860.34		
10100 General Bank		\$255,590.19		

***Check Detail Register©**

OCTOBER 2013

Check Amt Invoice Comment

Fund Summary

10100 General Bank

101 GENERAL FUND	\$84,355.43		
208 CHARITABLE GAMBLING FUND	\$268.73		
500 CAPITAL PROJECT FUND	\$129,464.80		
602 WATER FUND	\$6,014.86		
603 SEWER FUND	\$28,959.17		
619 DEPUTY REGISTRAR FUND	\$339.64		
700 BRAHAM-MILACA JOINT POWERS	\$6,187.56		
	<hr/>		
	\$255,590.19		

*Check Detail Register©

SEPTEMBER 2013

Check Amt Invoice Comment

10100 General Bank

Paid Chk#	813206E	9/19/2013	CENTERPOINT ENERGY		
E 208-49010-381	Utilities	(\$19.24)	5813915	NATURAL GAS-SR CENTER	
E 208-49010-381	Utilities	\$19.24	5813915	NATURAL GAS-SR CENTER	
E 208-49010-381	Utilities	\$19.24	5813915	NATURAL GAS-SR CENTER	
E 101-45600-381	Utilities	\$19.24	5817670	NATURAL GAS-HISTORICAL SOCIETY	
E 101-45600-381	Utilities	\$19.24	5817670	NATURAL GAS-HISTORICAL SOCIETY	
E 101-45600-381	Utilities	(\$19.24)	5817670	NATURAL GAS-HISTORICAL SOCIETY	
E 101-43000-381	Utilities	\$54.26	5826633	NATURAL GAS-PW	
E 101-43000-381	Utilities	(\$54.26)	5826633	NATURAL GAS-PW	
E 101-43000-381	Utilities	\$54.26	5826633	NATURAL GAS-PW	
E 101-41940-381	Utilities	\$19.24	5831068	NATURAL GAS-CITY HALL	
E 101-41940-381	Utilities	(\$19.24)	5831068	NATURAL GAS-CITY HALL	
E 101-41940-381	Utilities	\$19.24	5831068	NATURAL GAS-CITY HALL	
E 101-42280-381	Utilities	(\$12.76)	6122593	NATURAL GAS-FIRE	
E 101-42280-381	Utilities	\$12.76	6122593	NATURAL GAS-FIRE	
E 101-42280-381	Utilities	\$12.76	6122593	NATURAL GAS-FIRE	
E 602-49400-381	Utilities	\$64.05	6672186	NATURAL GAS-WATER TRMT	
E 602-49400-381	Utilities	(\$64.05)	6672186	NATURAL GAS-WATER TRMT	
E 602-49400-381	Utilities	\$64.05	6672186	NATURAL GAS-WATER TRMT	
E 101-45500-381	Utilities	\$42.35	7142283	NATURAL GAS-LIBRARY	
E 101-45500-381	Utilities	(\$42.35)	7142283	NATURAL GAS-LIBRARY	
E 101-45500-381	Utilities	\$42.35	7142283	NATURAL GAS-LIBRARY	
Total CENTERPOINT ENERGY		\$231.14			

Paid Chk#	813207E	9/7/2013	EAST CENTRAL ENERGY		
E 603-49450-381	Utilities	\$40.00	201875902	ELECTRIC	
E 603-49450-381	Utilities	\$40.00	201875902	ELECTRIC	
E 603-49450-381	Utilities	(\$40.00)	201875902	ELECTRIC	
E 603-49450-381	Utilities	\$71.72	203981301	ELECTRIC	
E 603-49450-381	Utilities	(\$71.72)	203981301	ELECTRIC	
E 603-49450-381	Utilities	\$71.72	203981301	ELECTRIC	
E 101-43000-380	Street Lights	(\$3,078.63)	204619700	ELECTRIC	
E 101-43000-380	Street Lights	\$3,078.63	204619700	ELECTRIC	
E 101-43000-380	Street Lights	\$3,078.63	204619700	ELECTRIC	
E 101-45200-381	Utilities	\$51.85	205400900	ELECTRIC	
E 101-45200-381	Utilities	\$51.85	205400900	ELECTRIC	
E 101-45200-381	Utilities	(\$51.85)	205400900	ELECTRIC	
E 602-49400-381	Utilities	\$1,382.11	206041500	ELECTRIC	
E 602-49400-381	Utilities	\$1,382.11	206041500	ELECTRIC	
E 602-49400-381	Utilities	(\$1,382.11)	206041500	ELECTRIC	
E 101-45500-381	Utilities	\$935.04	206085200	ELECTRIC	
E 101-45500-381	Utilities	(\$935.04)	206085200	ELECTRIC	
E 101-45500-381	Utilities	\$935.04	206085200	ELECTRIC	
E 602-49400-381	Utilities	(\$425.15)	206734200	ELECTRIC	
E 602-49400-381	Utilities	\$425.15	206734200	ELECTRIC	
E 602-49400-381	Utilities	\$425.15	206734200	ELECTRIC	
E 101-45200-381	Utilities	(\$32.84)	5379600	ELECTRIC	
E 101-45200-381	Utilities	\$32.84	5379600	ELECTRIC	
E 101-45200-381	Utilities	\$32.84	5379600	ELECTRIC	
E 101-49810-381	Utilities	(\$122.92)	5448100	ELECTRIC	
E 101-49810-381	Utilities	\$122.92	5448100	ELECTRIC	
E 101-49810-381	Utilities	\$122.92	5448100	ELECTRIC	
E 101-42110-437	Other Miscellaneous	\$63.84	6302100	ELECTRIC	
E 101-42110-437	Other Miscellaneous	\$63.84	6302100	ELECTRIC	
E 101-42110-437	Other Miscellaneous	(\$63.84)	6302100	ELECTRIC	
E 603-49450-381	Utilities	\$89.70	6678100	ELECTRIC	

*Check Detail Register©

SEPTEMBER 2013

		Check Amt	Invoice	Comment
E 603-49450-381	Utilities	\$89.70	6678100	ELECTRIC
E 603-49450-381	Utilities	(\$89.70)	6678100	ELECTRIC
E 101-42280-381	Utilities	(\$174.51)	6751501	ELECTRIC
E 101-42280-381	Utilities	\$174.51	6751501	ELECTRIC
E 101-42280-381	Utilities	\$174.51	6751501	ELECTRIC
E 101-42280-381	Utilities	(\$404.24)	7546001	ELECTRIC
E 101-42280-381	Utilities	\$404.24	7546001	ELECTRIC
E 101-42280-381	Utilities	\$404.24	7546001	ELECTRIC
E 101-41940-381	Utilities	(\$885.52)	8145502	ELECTRIC
E 101-41940-381	Utilities	\$885.52	8145502	ELECTRIC
E 101-41940-381	Utilities	\$885.52	8145502	ELECTRIC
E 101-49810-381	Utilities	\$64.88	830700	ELECTRIC
E 101-49810-381	Utilities	\$64.88	830700	ELECTRIC
E 101-49810-381	Utilities	(\$64.88)	830700	ELECTRIC
E 101-49810-381	Utilities	\$121.29	831000	ELECTRIC
E 101-49810-381	Utilities	\$121.29	831000	ELECTRIC
E 101-49810-381	Utilities	(\$121.29)	831000	ELECTRIC
E 101-43000-380	Street Lights	(\$269.62)	831300	ELECTRIC
E 101-43000-380	Street Lights	\$269.62	831300	ELECTRIC
E 101-43000-380	Street Lights	\$269.62	831300	ELECTRIC
E 101-43000-381	Utilities	\$630.95	831500	ELECTRIC
E 101-43000-381	Utilities	\$630.95	831500	ELECTRIC
E 101-43000-381	Utilities	(\$630.95)	831500	ELECTRIC
E 603-49450-381	Utilities	(\$806.64)	832000	ELECTRIC
E 603-49450-381	Utilities	\$806.64	832000	ELECTRIC
E 603-49450-381	Utilities	\$806.64	832000	ELECTRIC
E 602-49400-381	Utilities	(\$85.74)	832100	ELECTRIC
E 602-49400-381	Utilities	\$85.74	832100	ELECTRIC
E 602-49400-381	Utilities	\$85.74	832100	ELECTRIC
E 101-45600-381	Utilities	(\$151.30)	832400	ELECTRIC
E 101-45600-381	Utilities	\$151.30	832400	ELECTRIC
E 101-45600-381	Utilities	\$151.30	832400	ELECTRIC
E 603-49450-381	Utilities	(\$87.50)	832500	ELECTRIC
E 603-49450-381	Utilities	\$87.50	832500	ELECTRIC
E 603-49450-381	Utilities	\$87.50	832500	ELECTRIC
E 603-49450-381	Utilities	(\$114.78)	832600	ELECTRIC
E 603-49450-381	Utilities	\$114.78	832600	ELECTRIC
E 603-49450-381	Utilities	\$114.78	832600	ELECTRIC
E 602-49400-381	Utilities	\$101.52	833100	ELECTRIC
E 602-49400-381	Utilities	\$101.52	833100	ELECTRIC
E 602-49400-381	Utilities	(\$101.52)	833100	ELECTRIC
E 602-49400-381	Utilities	\$58.05	833300	ELECTRIC
E 602-49400-381	Utilities	\$58.05	833300	ELECTRIC
E 602-49400-381	Utilities	(\$58.05)	833300	ELECTRIC
E 101-45200-381	Utilities	(\$33.61)	833400	ELECTRIC
E 101-45200-381	Utilities	\$33.61	833400	ELECTRIC
E 101-45200-381	Utilities	\$33.61	833400	ELECTRIC
E 101-45200-381	Utilities	(\$299.41)	833600	ELECTRIC
E 101-45200-381	Utilities	\$299.41	833600	ELECTRIC
E 101-45200-381	Utilities	\$299.41	833600	ELECTRIC
E 208-49010-381	Utilities	(\$261.14)	9084202	ELECTRIC
E 208-49010-381	Utilities	\$261.14	9084202	ELECTRIC
E 208-49010-381	Utilities	\$261.14	9084202	ELECTRIC
E 602-49400-381	Utilities	\$313.10	970110800	ELECTRIC
E 602-49400-381	Utilities	\$313.10	970110800	ELECTRIC
E 602-49400-381	Utilities	(\$313.10)	970110800	ELECTRIC
E 101-42110-437	Other Miscellaneous	\$34.48	97017300	ELECTRIC

***Check Detail Register©**

SEPTEMBER 2013

			Check Amt	Invoice	Comment
E 101-42110-437	Other Miscellaneous		(\$34.48)	97017300	ELECTRIC
E 101-42110-437	Other Miscellaneous		\$34.48	97017300	ELECTRIC
Total EAST CENTRAL ENERGY			\$11,192.08		
<hr/>					
Paid Chk#	813208E	9/15/2013	MILACA LOCAL LINK		
E 619-49900-321	Telephone		\$93.80	320-982-1099	PHONE SERVICE-DEP REG
E 619-49900-321	Telephone		\$93.80	320-982-1099	PHONE SERVICE-DEP REG
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 101-45500-321	Telephone		(\$44.20)	320-982-1549	ALARM LINE - LIBRARY
E 101-45500-321	Telephone		\$44.20	320-982-1549	ALARM LINE - LIBRARY
E 101-42280-321	Telephone		\$88.26	320-982-3465	PHONE SERVICE-FIRE
E 101-42280-321	Telephone		(\$88.26)	320-982-3465	PHONE SERVICE-FIRE
E 101-42280-321	Telephone		\$88.26	320-982-3465	PHONE SERVICE-FIRE
Total MILACA LOCAL LINK			\$226.26		
<hr/>					
Paid Chk#	813209E	9/30/2013	INCONTACT INC		
E 101-42280-321	Telephone		\$7.94	4020342	LONG DISTANCE SERVICE-FIRE
E 101-42280-321	Telephone		\$7.94	4020342	LONG DISTANCE SERVICE-FIRE
E 101-42280-321	Telephone		(\$7.94)	4020342	LONG DISTANCE SERVICE-FIRE
E 101-41940-321	Telephone		(\$37.49)	4020370	LONG DISTANCE SERVICE-CITY HALL
E 101-41940-321	Telephone		\$37.49	4020370	LONG DISTANCE SERVICE-CITY HALL
E 101-41940-321	Telephone		\$37.49	4020370	LONG DISTANCE SERVICE-CITY HALL
E 101-43000-321	Telephone		\$7.02	4020375	LONG DISTANCE SERVICE-PW
E 101-43000-321	Telephone		(\$7.02)	4020375	LONG DISTANCE SERVICE-PW
E 101-43000-321	Telephone		\$7.02	4020375	LONG DISTANCE SERVICE-PW
E 101-42110-321	Telephone		(\$28.54)	4021370	LONG DISTANCE SERVICE-PD
E 101-42110-321	Telephone		\$28.54	4021370	LONG DISTANCE SERVICE-PD
E 101-42110-321	Telephone		\$28.54	4021370	LONG DISTANCE SERVICE-PD
E 619-49900-321	Telephone		(\$5.25)	4021396	LONG DISTANCE SERVICE-DEP REG
E 619-49900-321	Telephone		\$5.25	4021396	LONG DISTANCE SERVICE-DEP REG
E 619-49900-321	Telephone		\$5.25	4021396	LONG DISTANCE SERVICE-DEP REG
E 602-49400-321	Telephone		\$2.08	4021432	LONG DISTANCE SERVICE-WATER
E 602-49400-321	Telephone		(\$2.08)	4021432	LONG DISTANCE SERVICE-WATER
E 602-49400-321	Telephone		\$2.08	4021432	LONG DISTANCE SERVICE-WATER
E 101-45200-321	Telephone		\$11.52	4580547	LONG DISTANCE SERVICE-PARKS
E 101-45200-321	Telephone		\$11.52	4580547	LONG DISTANCE SERVICE-PARKS
E 101-45200-321	Telephone		(\$11.52)	4580547	LONG DISTANCE SERVICE-PARKS
Total INCONTACT INC			\$99.84		
<hr/>					
Paid Chk#	813210E	9/16/2013	UNION SECURITY INSURANCE CO.		
G 101-21707	Disability		\$440.32	4022335-0-1	LTD-SEPT 2013
Total UNION SECURITY INSURANCE CO.			\$440.32		
<hr/>					
Paid Chk#	813219E	9/19/2013	ENDICIA ACCOUNTING		
E 619-49900-322	Postage		\$200.00		POSTAGE FOR METER
E 101-41940-322	Postage		\$200.00		POSTAGE FOR METER
E 607-42400-322	Postage		\$100.00		POSTAGE FOR METER
Total ENDICIA ACCOUNTING			\$500.00		
<hr/>					
Paid Chk#	999997	9/16/2013	UNION SECURITY INSURANCE CO.		
G 101-21707	Disability		(\$440.32)	4022335-0-1	LTD-SEPT 2013
G 101-21707	Disability		\$440.32	4022335-0-1	LTD-SEPT 2013
Total UNION SECURITY INSURANCE CO.			\$0.00		
<hr/>					
10100 General Bank			\$12,689.64		

***Check Detail Register©**

SEPTEMBER 2013

Check Amt Invoice Comment

Fund Summary

10100 General Bank

101 GENERAL FUND	\$8,368.07		
208 CHARITABLE GAMBLING FUND	\$280.38		
602 WATER FUND	\$2,431.80		
603 SEWER FUND	\$1,210.34		
607 BLDG INSPECTION FUND	\$100.00		
619 DEPUTY REGISTRAR FUND	\$299.05		
	<hr/>		
	\$12,689.64		

***Check Detail Register©**

SEPTEMBER 2013

Check Amt Invoice Comment

10100 General Bank

Paid Chk# 039766 9/6/2013 MILACA BLDG CENTER

E 101-49810-217	Other Operating Supplies	\$9.22	3141	SUPPLIES-AIRPORT
E 101-43000-215	Shop Supplies	\$118.10	3141	SUPPLIES-PW
E 602-49400-217	Other Operating Supplies	\$23.07	3141	SUPPLIES-WATER
E 101-45200-215	Shop Supplies	\$257.98	3141	SHOP SUPPLIES-PARKS
Total MILACA BLDG CENTER		\$408.37		

Paid Chk# 039767 9/6/2013 THE PRINT AND WEB SHOP LLC

E 101-45700-343	Other Advertising	\$3,210.00	1164	ADVERTISING-REC FEST
Total THE PRINT AND WEB SHOP LLC		\$3,210.00		

Paid Chk# 039814 9/18/2013 AMAZON

E 101-43000-240	Small Tools and Minor Equip	\$18.93	193615814923	LAPTOP BATTERY-PW
E 101-42110-240	Small Tools and Minor Equip	\$625.76	237327840278	CAMERAS/SECURITY BOXES-PD
Total AMAZON		\$644.69		

Paid Chk# 039815 9/18/2013 BEST OIL COMPANY

E 101-49810-270	Fuel for Resale	\$7,158.15	165120	AIRPORT FUEL (1500 GALLONS)
Total BEST OIL COMPANY		\$7,158.15		

Paid Chk# 039816 9/18/2013 CENTRAL FLEET SERVICE

E 101-43000-310	Other Professional Services	\$81.00	20071	TRUCK INSPECTION
E 101-43000-310	Other Professional Services	\$179.92	20074	TRUCK INSPECTION/REPAIR
Total CENTRAL FLEET SERVICE		\$260.92		

Paid Chk# 039817 9/18/2013 D. ERVASTI SALES, CO.

E 603-49450-217	Other Operating Supplies	\$558.75	12106	GREEN MARKERS
Total D. ERVASTI SALES, CO.		\$558.75		

Paid Chk# 039818 9/18/2013 GOPHER STATE ONE CALL

E 602-49400-310	Other Professional Services	\$75.05	77448	AUG LOCATES
Total GOPHER STATE ONE CALL		\$75.05		

Paid Chk# 039819 9/18/2013 KIRVIDA FIRE INC

E 101-42280-221	Equipment Parts/Repairs	\$236.04	3424	REPAIR/MAINT-ENGINE #1
E 101-42280-221	Equipment Parts/Repairs	\$136.96	3425	REPAIR/MAINT-ENGINE #2
E 101-42280-221	Equipment Parts/Repairs	\$105.92	3426	REPAIR/MAINT-TANKER #2
Total KIRVIDA FIRE INC		\$478.92		

Paid Chk# 039820 9/18/2013 MN DEPT OF PUBLIC SAFETY (2)

E 602-49400-433	Dues and Subscriptions	\$100.00	480690029201	HAZ MAT RIGHT TO KNOW
Total MN DEPT OF PUBLIC SAFETY (2)		\$100.00		

Paid Chk# 039821 9/18/2013 MN FIRE SERVICE CERTIFICATION

E 101-42280-433	Dues and Subscriptions	\$20.00		G LERUD-RECERTIFICATION
Total MN FIRE SERVICE CERTIFICATION		\$20.00		

Paid Chk# 039822 9/18/2013 MN RURAL WATER ASSOC

E 603-49450-208	Training and Travel	\$225.00		WW EXAM REFRESHER TRNG-J ROSS-10/15-17
Total MN RURAL WATER ASSOC		\$225.00		

Paid Chk# 039823 9/25/2013 BAAS CONSTRUCTION, INC

E 101-45200-530	Improv Other Than Bldgs	\$2,000.00		BANDSHELL-ROOF
Total BAAS CONSTRUCTION, INC		\$2,000.00		

Paid Chk# 039824 9/25/2013 BLUE CROSS BLUE SHIELD OF MINN

G 101-21706	Medical Insur.	\$11,138.00	7S034-M0 4	MEDICAL INSUR-OCT 2013
-------------	----------------	-------------	------------	------------------------

***Check Detail Register©**

SEPTEMBER 2013

		Check Amt	Invoice	Comment
Total BLUE CROSS BLUE SHIELD OF MINN		\$11,138.00		
Paid Chk#	039825	9/25/2013	CAPP, INC.	
E 603-49450-217	Other Operating Supplies	\$124.07	S1429732.001	RECORDING CHART PAPER
Total CAPP, INC.		\$124.07		
Paid Chk#	039826	9/25/2013	GLOBAL VISION TEAM LLC	
E 101-42280-241	Reserve Purchase	\$3,250.00	1247	EXERCISE EQUIPMENT-FIRE DEPT
E 101-42280-240	Small Tools and Minor Equip	\$5,625.00	1248	EXERCISE EQUIPMENT-FIRE DEPT
Total GLOBAL VISION TEAM LLC		\$8,875.00		
Paid Chk#	039827	9/25/2013	JINDRAS RENTAL SERVICE	
E 101-45700-437	Other Miscellaneous	\$133.29		REC FEST-FORESTON FIRE TENT POLE REPLACEMENT
Total JINDRAS RENTAL SERVICE		\$133.29		
Paid Chk#	039828	9/25/2013	L.E.L.S.	
G 101-21710	Union Dues	\$163.05	LOCAL #238	POLICE UNION DUES-OCT 2013
Total L.E.L.S.		\$163.05		
Paid Chk#	039829	9/25/2013	MN BENEFITS	
G 101-21712	Dental	\$151.44		LIFE/DENTAL-OCT 2013
G 101-21709	Life Insur.	\$282.31		LIFE/DENTAL-OCT 2013
Total MN BENEFITS		\$433.75		
Paid Chk#	039830	9/25/2013	MN GFOA	
E 101-41510-208	Training and Travel	\$50.00	02102	INT GOVTAL ACCTG-10/17-GANN-OLEHY
Total MN GFOA		\$50.00		
Paid Chk#	039831	9/25/2013	SELECT ACCOUNT-HSA	
G 101-21705	Health Saving Account	\$14,162.50		4TH QTR CONTRIBUTIONS
Total SELECT ACCOUNT-HSA		\$14,162.50		
Paid Chk#	039832	9/25/2013	USABLE LIFE	
G 101-21707	Disability	\$244.65	101408001G	DISABILITY/LIFE-OCT 2013
Total USABLE LIFE		\$244.65		
Paid Chk#	039833	9/25/2013	VERIZON WIRELESS	
E 101-42110-321	Telephone	\$141.51	9711243244	SEPT SQUAD PHONE SVC
E 602-49400-321	Telephone	\$26.02	9711243244	SEPT WIRELESS ROUTER SVC
E 101-42110-321	Telephone	\$105.05	9711243244	SEPT WIRELESS ROUTER SVC
E 101-42280-321	Telephone	\$46.87	9711361461	CELL PHONE SVC-SEPT
E 101-43000-321	Telephone	\$79.32	9711361461	CELL PHONE SVC-SEPT
E 101-45200-321	Telephone	\$46.87	9711361461	CELL PHONE SVC-SEPT
Total VERIZON WIRELESS		\$445.64		
Paid Chk#	039834	9/27/2013	U.S. POSTMASTER	
E 603-49450-322	Postage	\$119.31		SEPTEMBER BILLINGS
E 602-49400-322	Postage	\$119.30		SEPTEMBER BILLINGS
Total U.S. POSTMASTER		\$238.61		
10100 General Bank		\$51,148.41		

***Check Detail Register©**

SEPTEMBER 2013

Check Amt Invoice Comment

Fund Summary

10100 General Bank

101 GENERAL FUND	\$49,777.84		
602 WATER FUND	\$343.44		
603 SEWER FUND	\$1,027.13		
	<hr/>		
	\$51,148.41		

***Check Detail Register©**

OCTOBER 2013

		Check Amt	Invoice	Comment
10900 Liquor Bank				
Paid Chk#	022728	10/17/2013	AMERICAN BOTTLING CO.	
E 609-49750-254	Mix/Non Alcoholic	\$130.20	2462609286	NA
E 609-49750-254	Mix/Non Alcoholic	\$102.46	2462609420	NA
Total AMERICAN BOTTLING CO.		\$232.66		
Paid Chk#	022729	10/17/2013	AMERIPRIDE	
E 609-49750-310	Other Professional Services	\$49.00	2200421114	RUGS
E 609-49750-310	Other Professional Services	\$66.95	2200423814	RUGS
E 609-49750-310	Other Professional Services	\$25.69	2200426328	RUGS
E 609-49750-310	Other Professional Services	\$66.95	2200429119	RUGS
E 609-49750-310	Other Professional Services	\$37.50	2200431458	RUGS
Total AMERIPRIDE		\$246.09		
Paid Chk#	022730	10/17/2013	CRYSTAL SPRINGS ICE	
E 609-49750-259	Other For Resale	\$247.25	31120	ICE
E 609-49750-259	Other For Resale	\$90.45	44878	ICE
E 609-49750-259	Other For Resale	\$49.03	44944	ICE
Total CRYSTAL SPRINGS ICE		\$386.73		
Paid Chk#	022731	10/17/2013	EXTREME BEVERAGES, LLC	
E 609-49750-254	Mix/Non Alcoholic	(\$50.25)	194-680	NA-CREDIT
E 609-49750-254	Mix/Non Alcoholic	\$65.50	W-819694	NA
Total EXTREME BEVERAGES, LLC		\$15.25		
Paid Chk#	022732	10/17/2013	GRANITE CITY JOBBING	
E 609-49750-217	Other Operating Supplies	\$8.50	779663	SUPPLIES
E 609-49750-333	Freight and Express	\$4.25	779663	DELIVERY
E 609-49750-259	Other For Resale	\$304.15	779663	MISC
E 609-49750-256	Tobacco Products For Resale	\$888.43	779663	TOBACCO
E 609-49750-259	Other For Resale	\$184.55	780689	MISC
E 609-49750-217	Other Operating Supplies	\$43.88	780689	SUPPLIES
E 609-49750-333	Freight and Express	\$4.25	780689	DELIVERY
E 609-49750-256	Tobacco Products For Resale	\$178.59	780689	TOBACCO
E 609-49750-256	Tobacco Products For Resale	(\$22.24)	780788	TOBACCO-CREDIT
E 609-49750-259	Other For Resale	(\$39.17)	780788	MISC-CREDIT
E 609-49750-254	Mix/Non Alcoholic	(\$27.16)	780788	NA-CREDIT
E 609-49750-259	Other For Resale	\$551.59	781694	MISC
E 609-49750-254	Mix/Non Alcoholic	\$43.94	781694	NA
E 609-49750-333	Freight and Express	\$4.25	781694	DELIVERY
E 609-49750-256	Tobacco Products For Resale	\$608.19	781694	TOBACCO
E 609-49750-333	Freight and Express	\$4.25	782681	DELIVERY
E 609-49750-256	Tobacco Products For Resale	\$861.22	782681	TOBACCO
E 609-49750-259	Other For Resale	\$22.28	782681	MISC
E 609-49750-217	Other Operating Supplies	\$53.82	782681	SUPPLIES
E 609-49750-259	Other For Resale	\$545.31	783620	MISC
E 609-49750-217	Other Operating Supplies	\$111.47	783620	SUPPLIES
E 609-49750-333	Freight and Express	\$4.25	783620	DELIVERY
E 609-49750-256	Tobacco Products For Resale	\$802.07	783620	TOBACCO
Total GRANITE CITY JOBBING		\$5,140.67		
Paid Chk#	022733	10/17/2013	KLEIN ELECTRIC, INC.	
E 609-49750-310	Other Professional Services	\$70.00	16137	BLDG SIGN REPAIR
Total KLEIN ELECTRIC, INC.		\$70.00		
Paid Chk#	022734	10/17/2013	KOCHS HARDWARE HANK	
E 609-49750-217	Other Operating Supplies	\$35.24	SUPPLIES	

*Check Detail Register©

OCTOBER 2013

		Check Amt	Invoice	Comment
Total KOCHS HARDWARE HANK		\$35.24		
Paid Chk# 022735	10/17/2013 M. AMUNDSON LLP			
E 609-49750-259	Other For Resale	\$13.40	159821	MISC
E 609-49750-256	Tobacco Products For Resale	\$952.66	159821	TOBACCO
E 609-49750-256	Tobacco Products For Resale	\$780.54	160202	TOBACCO
E 609-49750-259	Other For Resale	\$383.35	160202	MISC
E 609-49750-256	Tobacco Products For Resale	\$1,041.48	160722	TOBACCO
E 609-49750-259	Other For Resale	\$226.05	160722	MISC
E 609-49750-256	Tobacco Products For Resale	\$842.07	161172	TOBACCO
E 609-49750-259	Other For Resale	\$110.98	161172	MISC
E 609-49750-217	Other Operating Supplies	\$32.99	161172	SUPPLIES
Total M. AMUNDSON LLP		\$4,383.52		
Paid Chk# 022736	10/17/2013 MILLER TRUCKING			
E 609-49750-333	Freight and Express	\$66.82	3696	DELIVERY
Total MILLER TRUCKING		\$66.82		
Paid Chk# 022737	10/17/2013 MN MUNICIPAL BEVERAGE ASSOC.			
E 609-49750-208	Training and Travel	\$15.00		REGIONAL MTG-K NELSON
Total MN MUNICIPAL BEVERAGE ASSOC.		\$15.00		
Paid Chk# 022738	10/17/2013 PAUSTIS & SONS			
E 609-49750-253	Wine For Resale	\$987.00	8417591	WINE
E 609-49750-333	Freight and Express	\$20.00	8417591	DELIVERY
E 609-49750-254	Mix/Non Alcoholic	\$66.00	8417591	NA
E 609-49750-254	Mix/Non Alcoholic	(\$66.00)	8418383-CM	NA-CREDIT
E 609-49750-333	Freight and Express	(\$2.50)	8418383-CM	DELIVERY-CREDIT
Total PAUSTIS & SONS		\$1,004.50		
Paid Chk# 022739	10/17/2013 SEGERSTROM, VICTORIA			
E 609-49750-208	Training and Travel	\$79.36		JOHNSON/SOUTHERN SHOWS-10/03
E 609-49750-208	Training and Travel	\$32.64		WINESPEAK & TASTING-10/02
E 609-49750-208	Training and Travel	\$100.47		VINOCOPIA/PAUSIS SHOWS-09/25
Total SEGERSTROM, VICTORIA		\$212.47		
Paid Chk# 022740	10/17/2013 ST. CLOUD REFRIGERATION			
E 609-49750-310	Other Professional Services	\$710.45	271188	HVAC REPAIR
Total ST. CLOUD REFRIGERATION		\$710.45		
Paid Chk# 022741	10/17/2013 TEALS MARKET			
E 609-49750-217	Other Operating Supplies	\$18.29		TASTING SUPPLIES
Total TEALS MARKET		\$18.29		
Paid Chk# 022742	10/17/2013 VIKING BOTTLING CO.			
E 609-49750-254	Mix/Non Alcoholic	\$72.20	1180659	NA
E 609-49750-254	Mix/Non Alcoholic	\$80.40	1185808	NA
E 609-49750-254	Mix/Non Alcoholic	\$93.20	1185933	NA
E 609-49750-254	Mix/Non Alcoholic	\$71.40	1191855	NA
E 609-49750-254	Mix/Non Alcoholic	\$130.80	1191995	NA
Total VIKING BOTTLING CO.		\$448.00		
10900 Liquor Bank		\$12,985.69		

***Check Detail Register©**

OCTOBER 2013

Check Amt Invoice Comment

Fund Summary

10900 Liquor Bank

609 MUNICIPAL LIQUOR FUND

\$12,985.69

\$12,985.69

***Check Detail Register©**

SEPTEMBER 2013

Check Amt Invoice Comment

10900 Liquor Bank

Paid Chk# 913033E	9/7/2013	EAST CENTRAL ENERGY			
E 609-49750-381	Utilities		\$2,344.24	7115200	ELECTRIC
	Total EAST CENTRAL ENERGY		\$2,344.24		
Paid Chk# 913034E	9/11/2013	CENTERPOINT ENERGY			
E 609-49750-381	Utilities		\$20.53	128-000-782-1	NATURAL GAS
	Total CENTERPOINT ENERGY		\$20.53		
Paid Chk# 913035E	9/19/2013	MN DEPT OF REVENUE			
G 609-20800	Sales Tax Payable		\$18,473.00	9576201	LIQUOR SALES TAX
	Total MN DEPT OF REVENUE		\$18,473.00		
Paid Chk# 913036E	9/16/2013	MILACA, CITY OF (WATER/SEWER)			
E 609-49750-381	Utilities		\$30.55	01-00015990	WATER/SEWER
	Total MILACA, CITY OF (WATER/SEWER)		\$30.55		
Paid Chk# 913037E	9/12/2013	MILACA, CITY OF			
E 609-49750-730	Transfer to Other Fund		\$22,230.00		BUDGTD TRANSFER TO 2012 EQUIP CERT FUND
E 609-49750-700	Transfer to General Fund		\$30,000.00		BUDGTD TRANSFER TO GENERAL FUND
	Total MILACA, CITY OF		\$52,230.00		
	10900 Liquor Bank		\$73,098.32		

Fund Summary

10900 Liquor Bank	
609 MUNICIPAL LIQUOR FUND	\$73,098.32
	<u>\$73,098.32</u>

***Check Detail Register©**

SEPTEMBER 2013

			Check Amt	Invoice	Comment
10900 Liquor Bank					
Paid Chk#	022684	9/4/2013	BELLBOY CORP.		
E 609-49750-251	Liquor For Resale		\$2,586.40	30165900	LIQUOR
E 609-49750-256	Tobacco Products For Resale		\$126.17	6351300	TOBACCO
E 609-49750-253	Wine For Resale		\$200.00	79539700	WINE
E 609-49750-251	Liquor For Resale		\$570.00	79539700	LIQUOR
E 609-49750-254	Mix/Non Alcoholic		\$65.35	88897100	NA
Total BELLBOY CORP.			\$3,547.92		
Paid Chk#	022685	9/4/2013	BERNICKS		
E 609-49750-254	Mix/Non Alcoholic		\$47.15	329104	NA
E 609-49750-252	Beer For Resale		\$798.80	329105	BEER
E 609-49750-254	Mix/Non Alcoholic		\$43.30	331715	NA
E 609-49750-252	Beer For Resale		\$1,169.95	331716	BEER
E 609-49750-254	Mix/Non Alcoholic		\$20.25	334388	NA
E 609-49750-254	Mix/Non Alcoholic		\$21.00	334389	NA
E 609-49750-260	Deposits		\$150.00	334389	DEPOSITS
E 609-49750-252	Beer For Resale		\$1,569.30	334389	BEER
E 609-49750-254	Mix/Non Alcoholic		\$40.80	337021	NA
E 609-49750-252	Beer For Resale		\$467.85	337022	BEER
E 609-49750-254	Mix/Non Alcoholic		\$21.00	339666	NA
E 609-49750-260	Deposits		(\$120.00)	339667	DEPOSITS
E 609-49750-252	Beer For Resale		\$669.10	339667	BEER
Total BERNICKS			\$4,898.50		
Paid Chk#	022686	9/4/2013	C & L DISTRIBUTING CO.		
E 609-49750-252	Beer For Resale		\$2,734.65	417716	BEER
E 609-49750-254	Mix/Non Alcoholic		\$84.35	417716	NA
E 609-49750-260	Deposits		\$180.00	419043	DEPOSITS
E 609-49750-252	Beer For Resale		\$5,057.20	419043	BEER
E 609-49750-260	Deposits		(\$120.00)	420233	DEPOSITS
E 609-49750-252	Beer For Resale		\$8,078.00	420233	BEER
E 609-49750-254	Mix/Non Alcoholic		\$175.70	420233	NA
E 609-49750-252	Beer For Resale		\$800.00	420614	BEER
E 609-49750-254	Mix/Non Alcoholic		\$216.10	421323	NA
E 609-49750-253	Wine For Resale		\$175.00	421323	WINE
E 609-49750-252	Beer For Resale		\$14,118.70	421323	BEER
Total C & L DISTRIBUTING CO.			\$31,499.70		
Paid Chk#	022687	9/4/2013	DAHLHEIMER DISTRIBUTING CO.		
E 609-49750-252	Beer For Resale		\$396.00	1066034	BEER
E 609-49750-252	Beer For Resale		\$6,252.30	1074363	BEER
E 609-49750-260	Deposits		(\$30.00)	1074363	DEPOSITS
E 609-49750-254	Mix/Non Alcoholic		\$45.10	1074363	NA
E 609-49750-252	Beer For Resale		\$294.45	1076435	BEER
E 609-49750-252	Beer For Resale		\$15,729.10	1076467	BEER
E 609-49750-254	Mix/Non Alcoholic		\$42.00	1076467	NA
E 609-49750-252	Beer For Resale		\$582.00	1076513	BEER
E 609-49750-254	Mix/Non Alcoholic		\$46.50	1076521	NA
E 609-49750-253	Wine For Resale		\$167.40	1076521	WINE
E 609-49750-252	Beer For Resale		\$4,548.70	1076521	BEER
E 609-49750-254	Mix/Non Alcoholic		\$93.00	1079012	NA
E 609-49750-252	Beer For Resale		\$13,504.70	1079012	BEER
E 609-49750-252	Beer For Resale		\$1,037.80	1079040	BEER
E 609-49750-252	Beer For Resale		\$140.00	1079086	BEER
E 609-49750-260	Deposits		\$60.00	1079086	DEPOSITS
E 609-49750-252	Beer For Resale		\$1,280.00	14415	BEER

*Check Detail Register©

SEPTEMBER 2013

		Check Amt	Invoice	Comment
Total DAHLHEIMER DISTRIBUTING CO.		\$44,189.05		
Paid Chk#	022688	9/4/2013	J.J. TAYLOR DIST OF MN	
E 609-49750-252	Beer For Resale	\$155.80	2050907	BEER
E 609-49750-333	Freight and Express	\$3.00	2050907	DELIVERY
E 609-49750-252	Beer For Resale	\$185.80	2053332	BEER
E 609-49750-333	Freight and Express	\$3.00	2053332	DELIVERY
Total J.J. TAYLOR DIST OF MN		\$347.60		
Paid Chk#	022689	9/4/2013	JOHNSON BROTHERS LIQUOR CO.	
E 609-49750-253	Wine For Resale	\$46.90	1632702	WINE
E 609-49750-333	Freight and Express	\$1.54	1632702	DELIVERY
E 609-49750-251	Liquor For Resale	\$232.50	1639569	LIQUOR
E 609-49750-253	Wine For Resale	\$247.90	1639569	WINE
E 609-49750-333	Freight and Express	\$14.13	1639569	DELIVERY
E 609-49750-253	Wine For Resale	\$448.80	1645177	WINE
E 609-49750-333	Freight and Express	\$42.39	1645177	DELIVERY
E 609-49750-254	Mix/Non Alcoholic	\$30.25	1645177	NA
E 609-49750-251	Liquor For Resale	\$1,927.76	1645177	LIQUOR
E 609-49750-251	Liquor For Resale	\$3,407.86	1645178	LIQUOR
E 609-49750-333	Freight and Express	\$38.73	1645178	DELIVERY
E 609-49750-253	Wine For Resale	\$722.80	1645179	WINE
E 609-49750-251	Liquor For Resale	\$98.00	1645179	LIQUOR
E 609-49750-333	Freight and Express	\$28.26	1645179	DELIVERY
E 609-49750-333	Freight and Express	\$17.54	1650825	DELIVERY
E 609-49750-333	Freight and Express	\$75.35	1650827	DELIVERY
E 609-49750-251	Liquor For Resale	\$2,436.85	1650827	LIQUOR
E 609-49750-253	Wine For Resale	\$762.75	1650827	WINE
E 609-49750-251	Liquor For Resale	\$1,639.86	1650828	LIQUOR
E 609-49750-253	Wine For Resale	\$419.60	1656462	WINE
E 609-49750-333	Freight and Express	\$26.69	1656462	DELIVERY
E 609-49750-251	Liquor For Resale	\$624.00	1656462	LIQUOR
E 609-49750-333	Freight and Express	\$18.32	1656463	DELIVERY
E 609-49750-251	Liquor For Resale	\$129.63	1656463	LIQUOR
E 609-49750-253	Wine For Resale	\$425.35	1656463	WINE
E 609-49750-333	Freight and Express	(\$1.57)	585462	DELIVERY
E 609-49750-253	Wine For Resale	(\$46.90)	585462	WINE-CREDIT
E 609-49750-333	Freight and Express	(\$1.57)	587617	DELIVERY-CREDIT
E 609-49750-253	Wine For Resale	(\$36.00)	587617	WINE-CREDIT
E 609-49750-251	Liquor For Resale	(\$64.50)	588267	LIQUOR-CREDIT
E 609-49750-333	Freight and Express	(\$1.57)	588267	DELIVERY-CREDIT
E 609-49750-253	Wine For Resale	(\$2.50)	588557	WINE-CREDIT
E 609-49750-253	Wine For Resale	(\$13.33)	588558	WINE-CREDIT
E 609-49750-333	Freight and Express	(\$1.57)	588559	DELIVERY-CREDIT
E 609-49750-253	Wine For Resale	(\$36.00)	588559	WINE-CREDIT
E 609-49750-253	Wine For Resale	(\$9.00)	588560	WINE-CREDIT
Total JOHNSON BROTHERS LIQUOR CO.		\$13,649.25		
Paid Chk#	022690	9/4/2013	PAUSTIS & SONS	
E 609-49750-253	Wine For Resale	\$198.00	8410795	WINE
E 609-49750-333	Freight and Express	\$7.00	8410795	DELIVERY
E 609-49750-253	Wine For Resale	\$237.00	8412735	WINE
E 609-49750-333	Freight and Express	\$5.25	8412735	DELIVERY
Total PAUSTIS & SONS		\$447.25		
Paid Chk#	022691	9/4/2013	PHILLIPS WINE AND SPIRITS	
E 609-49750-253	Wine For Resale	\$1,640.00	2466447	WINE
E 609-49750-333	Freight and Express	\$115.40	2466447	DELIVERY

*Check Detail Register©

SEPTEMBER 2013

			Check Amt	Invoice	Comment
E 609-49750-251	Liquor For Resale		\$1,419.30	2466447	LIQUOR
E 609-49750-333	Freight and Express		\$108.70	2469942	DELIVERY
E 609-49750-253	Wine For Resale		\$2,390.00	2469942	WINE
E 609-49750-251	Liquor For Resale		\$2,800.55	2469942	LIQUOR
E 609-49750-333	Freight and Express		\$22.37	2473407	DELIVERY
E 609-49750-251	Liquor For Resale		\$190.25	2473407	LIQUOR
E 609-49750-253	Wine For Resale		\$545.65	2473407	WINE
E 609-49750-333	Freight and Express		\$0.53	2476918	DELIVERY
E 609-49750-251	Liquor For Resale		\$106.00	2476919	LIQUOR
E 609-49750-253	Wine For Resale		\$228.00	2476919	WINE
E 609-49750-333	Freight and Express		\$7.85	2476919	DELIVERY
E 609-49750-251	Liquor For Resale		(\$75.00)	3509650	LIQUOR-CREDIT
E 609-49750-333	Freight and Express		(\$1.57)	3509650	DELIVERY-CREDIT
E 609-49750-253	Wine For Resale		(\$93.33)	3509809	WINE-CREDIT
E 609-49750-251	Liquor For Resale		(\$1.81)	3509810	LIQUOR-CREDIT
E 609-49750-333	Freight and Express		(\$15.70)	3510488	DELIVERY-CREDIT
Total PHILLIPS WINE AND SPIRITS			\$9,387.19		
<hr/>					
Paid Chk# 022692	9/4/2013	ROHLFING OF BRAINERD, INC			
E 609-49750-252	Beer For Resale		\$334.70	840767	BEER
Total ROHLFING OF BRAINERD, INC			\$334.70		
<hr/>					
Paid Chk# 022693	9/4/2013	SOUTHERN WINE & SPIRITS OF MN			
E 609-49750-251	Liquor For Resale		\$916.21	1062731	LIQUOR
E 609-49750-333	Freight and Express		\$10.39	1062731	DELIVERY
E 609-49750-251	Liquor For Resale		\$457.77	1065190	LIQUOR
E 609-49750-333	Freight and Express		\$6.82	1065190	DELIVERY
E 609-49750-333	Freight and Express		\$12.00	1067678	DELIVERY
E 609-49750-251	Liquor For Resale		\$970.10	1067678	LIQUOR
E 609-49750-251	Liquor For Resale		\$1,377.64	1070109	LIQUOR
E 609-49750-333	Freight and Express		\$9.38	1070109	DELIVERY
E 609-49750-253	Wine For Resale		\$72.00	1070110	WINE
E 609-49750-333	Freight and Express		\$1.50	1070110	DELIVERY
E 609-49750-251	Liquor For Resale		(\$179.90)	4243	LIQUOR-CREDIT
Total SOUTHERN WINE & SPIRITS OF MN			\$3,653.91		
<hr/>					
Paid Chk# 022694	9/4/2013	VINOCOPIA			
E 609-49750-253	Wine For Resale		\$73.33	82492	WINE
E 609-49750-333	Freight and Express		\$3.50	82492	DELIVERY
Total VINOCOPIA			\$76.83		
<hr/>					
Paid Chk# 022695	9/4/2013	WINE MERCHANTS			
E 609-49750-253	Wine For Resale		\$80.00	467315	WINE
E 609-49750-333	Freight and Express		\$1.57	467315	DELIVERY
Total WINE MERCHANTS			\$81.57		
<hr/>					
Paid Chk# 022696	9/4/2013	WIRTZ BEVERAGE MN WINE & SPRTS			
E 609-49750-253	Wine For Resale		\$80.00	1080068043	WINE
E 609-49750-333	Freight and Express		\$9.25	1080068043	DELIVERY
E 609-49750-251	Liquor For Resale		\$244.99	1080068043	LIQUOR
E 609-49750-251	Liquor For Resale		\$1,422.59	1080070533	LIQUOR
E 609-49750-333	Freight and Express		\$33.61	1080070533	DELIVERY
E 609-49750-253	Wine For Resale		\$264.00	1080070533	WINE
E 609-49750-251	Liquor For Resale		\$844.11	1080073459	LIQUOR
E 609-49750-333	Freight and Express		\$16.65	1080073459	DELIVERY
E 609-49750-333	Freight and Express		\$28.68	1080076101	DELIVERY
E 609-49750-251	Liquor For Resale		\$1,106.03	1080076101	LIQUOR
E 609-49750-253	Wine For Resale		\$408.00	1080076101	WINE

***Check Detail Register©**

SEPTEMBER 2013

	Check Amt	Invoice	Comment
E 609-49750-254 Mix/Non Alcoholic	\$115.05	1080076101	NA
otal WIRTZ BEVERAGE MN WINE & SPRTS	\$4,572.96		
10900 Liquor Bank	\$116,686.43		

Fund Summary

10900 Liquor Bank	
609 MUNICIPAL LIQUOR FUND	\$116,686.43
	\$116,686.43

RESOLUTION NO. 13 – 24

A RESOLUTION APPROVING A CHARITABLE GAMBLING PREMISES PERMIT

BE IT RESOLVED BY THE MILACA CITY COUNCIL that the City Council hereby acknowledges and approves the Milaca Firefighter's Relief Association's charitable gambling premises permit application to the Gambling Control Board to conduct gambling at the following premises:

Jigger's Grill and Bar 130 Central Avenue South

Any change in application information must be submitted to the City Council within ten (10) days of the change.

Adopted this 17th day of October, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

LG214 Premises Permit Application

Annual Fee \$150 (NON REFUNDABLE)

Required Attachments to LG214

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non refundable).
Make check payable to "State of Minnesota."

Mail the application and required attachments to:
 Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions? Call 651-639-4000 and ask for Licensing.

Organization Information

1. Organization name Milaca Firefighter's Relief Association License number 2413
2. Chief executive officer (CEO) Walter (Joe) Leaf Daytime phone (320) 983-3465
3. Gambling manager Thomas DeVries Daytime phone (612) 325-5601

Gambling Premises Information

4. Current name of site where gambling will be conducted Blue Moon Saloon
5. List any previous names for this location _____
6. Street address where premises is located 130 8th Street NE
Do not use a P.O. box number or mailing address.

7. City	OR	Township	County	Zip code
Milaca			Mille Lacs	56353

8. Does your organization own the building where the gambling will be conducted?

Yes No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

9. Is any other organization conducting gambling at this site? Yes No Don't know

10. Has your organization previously conducted gambling at this site? Yes No Don't know

Gambling Bank Account Information. Must be in Minnesota.

11. Bank name First National Bank of Milaca Bank account number _____

12. Bank street address _____
 City Milaca State MN Zip code 56353

All Temporary and Permanent Off-site Storage Spaces

13. Address (Do not use a P.O. box number) _____
 City Milaca State MN Zip code 56353

14. Address (Do not use a P.O. box number) _____
 City _____ State MN Zip code _____

Acknowledgment by Local Unit of Government: Approval by Resolution

<p>CITY APPROVAL for a gambling premises located within city limits</p> <p>City name _____</p> <p>Date approved by city council _____</p> <p>Resolution number _____</p> <p>Signature of city personnel _____</p> <p>Title _____ Date signed _____</p>	<p>COUNTY APPROVAL for a gambling premises located in a township</p> <p>County name _____</p> <p>Date approved by county board _____</p> <p>Resolution number _____</p> <p>Signature of county personnel _____</p> <p>Title _____ Date signed _____</p> <p>TOWNSHIP NAME _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. [A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.]</p> <p>Print township name _____</p> <p>Signature of township officer _____</p> <p>Title _____ Date _____</p>
---	--

Acknowledgment and Oath

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than 10 days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is nonrefundable regardless of license approval/denial. |
|---|---|

Signature of Chief Executive Officer (designee may not sign) _____ Date _____

Print name Walter Leaf

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, Braille, upon request.

RESOLUTION NO. 13 – 25

A RESOLUTION ASSESSING UNPAID FIRE DEPARTMENT CHARGES FOR
SERVICE

WHEREAS the Milaca Fire Department responded to a call at 15001 Lynx Rd.; and,

WHEREAS the invoice for the service has not been paid,

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

\$250.00

Jeffrey S. & Barbara Jacobson
15001 Lynx Rd.
Milaca, MN 56353
PID #15-008-0700

Adopted this 17th day of October, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

RESOLUTION NO. 13 – 26

A RESOLUTION ASSESSING UNPAID FIRE DEPARTMENT CHARGES FOR
SERVICE

WHEREAS the Milaca Fire Department responded to a call at 6498 100th St; and,

WHEREAS the invoice for the service has not been paid,

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

\$250.00

William R. & Susan L. Rosa-Uhde
6498 100th St.
Milaca, MN 56353
PID # 01-014-0801

Adopted this 17th day of October, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

RESOLUTION NO. 13 – 27

A RESOLUTION ASSESSING AN UNPAID WATER SERVICE CHARGE

WHEREAS property owners of record, Michael and Lori Bergmann, own the property located at 525 2nd Avenue 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 six and one half (6.0) percent interest per annum for a period of five (5) years:

Michael & Lori Bergmann
545 2nd Avenue SE
Milaca, MN 56353
PID #21-280-0310

Adopted this 17th day of October, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

RESOLUTION NO. 13 -- 28

RESOLUTION APPROVING TOBACCO LICENSE

BE IT RESOLVED that the Milaca City Council hereby approves a tobacco license for the Dollar General Store for a period to expire December 31, 2013.

Adopted this 17th day of October, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

Sewer Fund Profit/Loss

January - September
2013

REVENUES:

Sales	\$213,492
Penalty	2,084
Reserve	<u>15,750</u>
	\$231,326

EXPENSES:

Salaries	\$100,266
Utilities	9,106
Supplies	3,282
Insurance	3,887
Professional/Contracted Services	53,684
Repairs/Maintenance	713
Depreciation	75,000
Miscellaneous	<u>3,506</u>
	\$249,443

NET PROFIT/LOSS

(\$18,117)

NON OPERATING REV/EXP

Connections	\$6,000
Interest	<u>8,516</u>
Interest Expense/Fiscal Agent Fees	(6,133)
Bond Discount Amortization	0

(\$9,733)

Bond Principal	(\$30,000)
Capital Expenditures	(24,929)

Water Fund Profit/Loss

January - September
2013

REVENUES:

Sales	\$394,562
Miscellaneous Charges	9,663
Penalties	4,016
	<u>\$408,242</u>

EXPENSES:

Salaries	\$97,695
Utilities	24,338
Supplies	25,141
Insurance	4,415
Professional/Contracted Services	23,988
Repairs/Maintenance	1,115
Depreciation	135,000
Miscellaneous	4,117
	<u>\$315,809</u>

NET PROFIT/LOSS

\$92,433

NON OPERATING REV/EXP

Connections	\$4,600
Assessed Repairs	4,627
Interest	5,673
Interest Expense/Fiscal Agent Fees	(33,079)
Bond Discount Amortization	0

\$74,254

Bond Principal	(\$246,000)
Capital Expenditures	0

Building Inspection Profit/Loss

January - September
2013

REVENUES:

Building Permits	\$12,281
Plumbing Permits	2,154
Plan Check Fees	<u>6,025</u>
	\$20,460

EXPENSES:

Salaries	\$22,094
Inspection Services	49,144
Other Professional Services	0
Advertising	0
Miscellaneous	250
Office Rental	0
Small Tools/Office Equipment	0
Office Supplies	<u>552</u>
	\$72,040

NET PROFIT/LOSS (\$51,580)

NON OPERATING REV/EXP

Interest Income/(Expense) (\$1,942)

(\$53,522)

Deputy Registrar Profit/Loss

January - September
2013

REVENUES:

Vehicle License	\$79,781
Drivers License	22,670
DNR	4,778
Hunting	103
Miscellaneous	3,755
	<u>\$111,087</u>

EXPENSES:

Salaries	\$81,009
Utilities	1,825
Supplies	3,368
Professional/Contracted Service	1,211
Depreciation	0
Miscellaneous	1,794
Repairs/Maintenance	0
Rent Expense	6,000
	<u>\$95,207</u>

NET PROFIT/LOSS	<u>\$15,880</u>
-----------------	-----------------

NON OPERATING REV/EXP

Interest	\$68
----------	------

\$15,949

Liquor Profit/Loss
January - September
2013

REVENUES:

Sales:

Liquor Sales	\$416,738		
Cost of Goods	<u>304,273</u>	112,464	27%
Wine Sales	156,184		
Cost of Goods	<u>104,437</u>	51,747	33%
Beer Sales	774,177		
Cost of Goods	<u>600,861</u>	173,316	22%
Tobacco	69,547		
Cost of Goods	<u>52,499</u>	17,048	25%
Mix-NonAlcoholic	26,538		
Cost of Goods	<u>17,858</u>	8,679	33%
Miscellaneous	29,804		
Cost of Goods	<u>20,282</u>	9,522	32%

Miscellaneous Revenue

850

\$373,627

EXPENSES:

Salaries	\$148,216	
Utilities	20,477	
Supplies	14,623	
Insurance	8,571	
Professional Services	9,371	
Repairs/Minor Equipment	62	
Depreciation	31,500	
Miscellaneous	6,438	
Freight	9,340	
Credit Card Fees	15,427	
Unallocated	<u>0</u>	
		\$264,025.09

NET PROFIT/LOSS

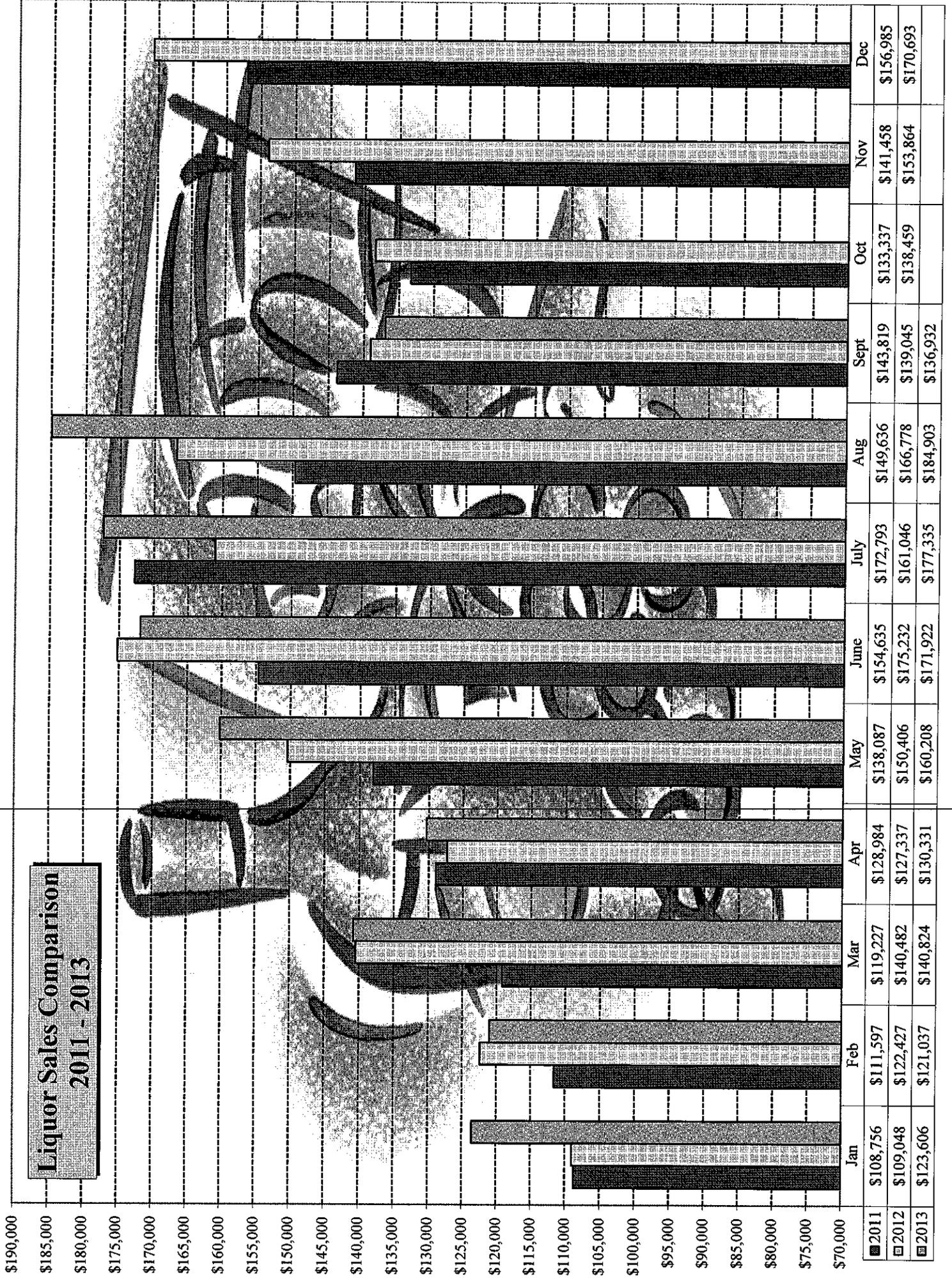
\$109,602

NON OPERATING REV/EXP

Interest	\$3,167	
Interest Expense/Fiscal Agent Fees	(\$11,360)	
Transfer to General Fund	(\$30,000)	
Transfer to Other Fund	(\$22,230)	
		<u>\$49,179</u>

Bond Principal	(\$21,551)
Capital Expenditures	(9,081)

**Liquor Sales Comparison
2011 - 2013**



CITY OF MILACA
Council Monthly Budget Report
September 2013

DEPT Descr	2013 YTD Budget	2013 YTD Amt	Balance	2013 % of Budget Remain
Airport	\$100,700.00	\$64,912.17	\$35,787.83	35.54%
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	\$36,343.07	\$12,656.93	25.83%
City Hall	\$225,000.00	\$180,162.21	\$44,837.79	19.93%
City Manager	\$21,325.00	\$15,879.72	\$5,445.28	25.53%
Council	\$10,650.00	\$5,019.29	\$5,630.71	52.87%
Elections	\$0.00	\$0.00	\$0.00	0.00%
Fire Dept.	\$197,195.00	\$183,952.64	\$13,242.36	6.72%
Historical Society	\$7,115.00	\$4,256.20	\$2,858.80	40.18%
Liaison Officer	\$66,565.00	\$45,645.43	\$20,919.57	31.43%
Libraries	\$24,150.00	\$17,811.01	\$6,338.99	26.25%
Ogilvie	\$30,660.00	\$23,137.84	\$7,522.16	24.53%
Parks	\$131,675.00	\$98,549.53	\$33,125.47	25.16%
Planning Comm.	\$2,000.00	\$519.60	\$1,480.40	74.02%
Police Dept.	\$439,575.00	\$375,305.15	\$64,269.85	14.62%
Public Works	\$217,075.00	\$171,410.93	\$45,664.07	21.04%
Rec Fest	\$24,680.00	\$28,133.31	(\$3,453.31)	-13.99%
Recreation	\$2,000.00	\$1,984.71	\$15.29	0.76%
Treasurer	\$27,100.00	\$20,601.59	\$6,498.41	23.98%
Unallocated	\$14,400.00	\$10,749.00	\$3,651.00	25.35%
	\$1,608,615.00	\$1,289,139.40	\$319,475.60	19.86%

2013 INVESTMENT
September

MORGAN STANLEY

	Purch Date	Maturity Date	Int. Rt	Balance 12/31/12	Purchase	Cost	Maturities	Book Balance 12/31/13	Market Value	Interest Received	Interest Paid	Cash Balance
Ally Bank	8/17/10	8/17/13	1.60%	150,000.00		150,000.00	150,000.00			2,400.00		1,108,802.54
GE Money Bank	12/18/08	12/18/13	4.75%	96,000.00		96,000.00		96,000.00	96,847.68	2,273.75	(1,968.01)	
American Express Centurion	12/24/08	12/24/13	4.75%	96,000.00		96,000.00		96,000.00	96,913.92	2,273.75	1,653.51	
Discover Bank	9/14/11	9/15/14	1.30%	80,000.00		80,000.00		80,000.00	80,508.80	524.27	726.92	
BMW Bank - UT	9/23/11	9/23/14	1.35%	100,000.00		100,000.00		100,000.00	100,740.00	1,350.00	1,167.62	
GE Capital Financial	1/13/12	1/13/15	1.50%	55,000.00		55,000.00		55,000.00	55,498.85	825.00	6,663.63	
Goldman Sachs	1/18/12	1/20/15	1.50%	45,000.00		45,000.00		45,000.00	45,428.85	675.00	3,642.14	
Ally Bank	7/27/12	7/27/15	1.15%	96,000.00		96,000.00		96,000.00	96,382.08	1,104.00	3,524.39	
Sallie Mae Bank	8/10/12	8/10/15	1.10%	100,000.00		100,000.00		100,000.00	100,489.00	1,100.00	27,262.65	
GE Money Bank - UT	8/19/11	8/19/15	1.45%	120,000.00		120,000.00		120,000.00	121,167.60	1,740.00	267,875.97	
GE Capital Financial	9/30/11	9/30/16	2.00%	100,000.00		100,000.00		100,000.00	101,896.00	2,000.00	82,395.47	
Goldman Sachs	10/19/11	10/19/16	2.00%	200,000.00		200,000.00		200,000.00	204,038.00	1,994.52	89,483.76	
World Financial	6/8/17	6/8/17	1.85%	200,000.00		200,000.00		200,000.00	203,586.00	2,777.56	440.03	
Discover Bank	6/20/17	6/20/17	1.80%	150,000.00		150,000.00		150,000.00	151,140.00	1,862.03	42,815.64	
Sallie Mae Bank	10/31/12	10/31/17	1.50%	145,000.00	150,000.00	150,000.00		145,000.00	144,520.05	1,078.56	35,247.68	
American Express Centurion	8/29/13	8/29/18	2.00%	-		150,000.00		150,000.00	148,855.50	1,121.91	18,621.20	
Wells Fargo Bank	2/23/12	2/24/22	2.00%	75,000.00		75,000.00		75,000.00	73,294.50	375.00	(122,466.51)	
FNMA	12/27/12	12/27/19	0.75%	100,000.00		100,000.00		100,000.00	96,673.00	720.00	12,274.89	
FHLB	3/13/13	9/13/21	1.50%	-	96,000.00	96,000.00		96,000.00	92,022.72	1,500.00	(63,391.91)	
FHLB	3/21/12	3/21/22	2.00%	150,000.00		150,000.00	150,000.00	155,000.00	144,866.10	1,162.50	568,235.30	
FHLB	11/8/12	11/8/22	1.50%	155,000.00		155,000.00		150,000.00	140,980.50	1,500.00	932,749.58	
MONEY MARKET	3/27/13	3/27/23	2.00%	91,235.04	150,000.00	150,000.00		25,626.83	25,626.83	3.71	(209,541.44)	
				1,240,448.56	386,491.37		675,000.00	951,939.93	951,939.93	100.82		3,696,237.77

Payroll
Gen Chking
Liq Chking
Motor

4-M FUND
MONEY MARKET

				385,146.14				41,501.10	41,501.10	143.95		
				242,077.76				266,501.45	266,501.45	184.12		
				76,845.20				101,668.46	101,668.46	68.34		
				4,248,742.70				3,696,237.77	3,683,086.92	30,858.79		

**General Bank Reconciliation
September 2013**

	<u>Balance</u>	<u>Receipts</u>	<u>Disburse</u>	<u>Balance</u>
Balance	146,289.72	153,263.55	228,135.92	71,417.35
Current Month Outstanding			29,916.25	(29,916.25)
Last Month Outstanding	(20,391.25)		(20,391.25)	
ACH Fees		(33.58)	(33.58)	
Bank Charges		(48.55)	(48.55)	
Credit Card Fees		(290.00)	(290.00)	
Deposit in transit				
Deposit correction				
Deposit not recorded				
NSF Check				
Sloat 8/13	25.53	(25.53)	0.00	0.00
Book Balance	125,924.00	152,865.89	237,288.79	41,501.10
<hr/>				
Book Balance		152,865.89	166,606.18	
Motor			1,212.12	
Payroll			69,470.49	
			<u>237,288.79</u>	
		0.00	0.00	

**Liquor Bank Reconciliation
September 2013**

	<u>Balance</u>	<u>Receipts</u>	<u>Disburse</u>	<u>Balance</u>
Balance	303,180.11	191,491.18	230,874.47	263,796.82
Current Mnth Outstanding			0.00	0.00
Last Mnth Outstanding	0.00		0.00	
Deposit in Transit		2,704.63		2,704.63
Last Mnth Deposit in Transit	14,337.58	(14,337.58)		
Bank Charges		0.00	0.00	
Deposit Correction		0.00	0.00	
Credit Card Fees		(2,257.94)	(2,257.94)	

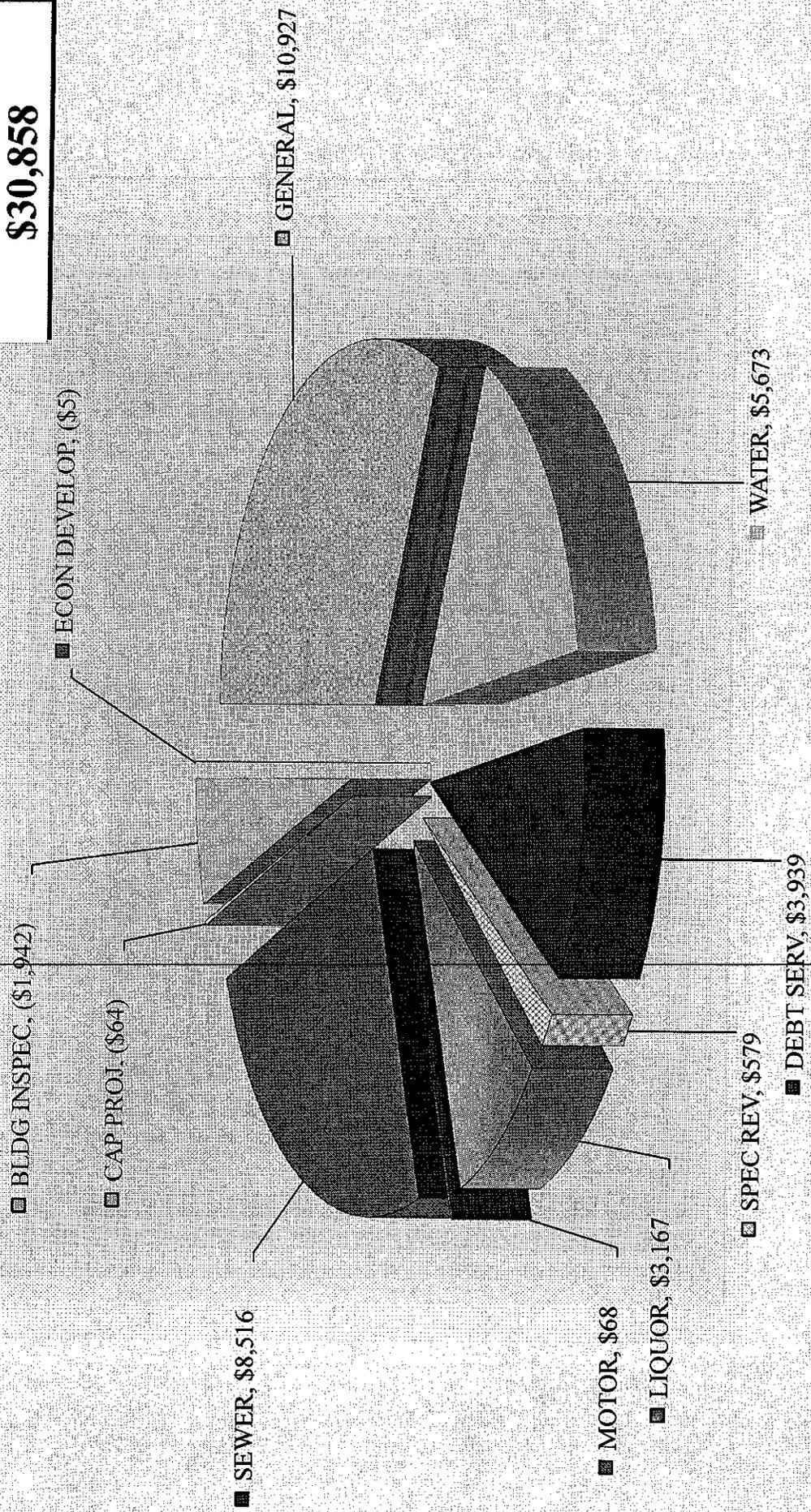
NSF Check

Balance	317,517.69	177,600.29	228,616.53	266,501.45
Book Balance		177,600.29	214,301.76	
Payroll			14,314.77	
			<u>228,616.53</u>	
		0.00	0.00	

**Deputy Registrar Bank Reconciliation
September 2013**

	<u>Balance</u>	<u>Receipts</u>	<u>Disburse</u>	<u>Balance</u>
Balance	98,853.81	159,703.97	157,947.32	100,610.46
Last Month Outstanding	(8,436.01)		(8,436.01)	
Current Month Outstand			20,253.28	(20,253.28)
Last Mnth Dep in Transit	9,501.76	(9,501.76)		
Current Deposit in Transit		21,311.28		21,311.28
ACH TRANSACTION		(2,313.50)	(2,313.50)	
Bank Charges		0.00	0.00	
Deposit in transit		0.00	0.00	
Deposit correction		0.00	0.00	
NSF Check				
<hr/>				
Book Balance	99,919.56	169,199.99	167,451.09	101,668.46
Book Balance		169,199.99	160,323.18	
Payroll			8,340.03	
Gen Exp			(1,212.12)	
			167,451.09	
		0.00	0.00	

**2013
Third Quarter
Interest Allocation
\$30,858**



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.

WHEREAS, the City of Milaca, Minnesota (the “Issuer”), is a municipality authorized and empowered by the provisions of Minnesota Statutes, Chapter 462C, as amended (the “Act”), to issue revenue bonds to finance all or any part of a multifamily housing development designed for rental to elderly persons as described in the Act, upon the adoption of a housing program as described in the Act; and

WHEREAS, the Issuer has been requested by Country Meadows of Milaca, Inc. (the “Corporation”) to issue its Refunding Revenue Note (Country Meadows of Milaca), Series 2013 in an aggregate principal amount not to exceed \$3,500,000 (the “Note”) to refinance the costs of (i) the acquisition, construction and equipping of a 32-unit assisted living and congregate care facility to be located at southeast of 740 2nd Street S.E. in the Issuer (the “Project”), and (ii) funding a debt service reserve fund for the Note and paying the costs of issuance and certain other costs associated with the issuance of the Note pursuant to the Act; and

WHEREAS, it is proposed to finance the foregoing through the issuance of the Note and to loan the proceeds from the sale of the Note to the Borrower pursuant to a Loan Agreement (the “Loan Agreement”) between the Issuer and the Borrower the obligations of which will be sufficient to pay the principal of, premium, if any, and interest on the Note as and when the same shall be due and payable; and

WHEREAS, the Note, when issued, shall be a limited obligation of the Issuer, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, and the principal of and interest and premium, if any, on the Note shall

be payable solely out of the revenues derived from the aforementioned Loan Agreement or otherwise as provided therein; and

WHEREAS, notice of intention to issue the Note has, as directed by the City Council of the Issuer, been duly given in compliance with the Act and Section 147(f) of the Internal Revenue Code; and

WHEREAS, a public hearing has been held on October 17, 2013 on the proposal to issue the Note at the time and place as specified in said notice and all objections or other comments relating to the issuance of the Note have been heard; and

WHEREAS, forms of the following documents relating to the issuance of the Note have been submitted to the City Council and are now on file in the office of the City Manager:

a. Loan Agreement (the "Loan Agreement"), between the Issuer and the Corporation, whereby, among other things, the Issuer has agreed to sell the Note to provide funds to be loaned to the Corporation to pay the costs of financing the Project, and the Corporation has agreed to make loan repayments sufficient to pay debt service on the Note when due, and to pay related costs, expenses and fees of the Issuer;

b. Assignment of Loan Agreement (the "Assignment of Loan Agreement"), between the Issuer and Bremer Bank, National Association (the "Bank"), as purchaser of the Note; and

c. The Note from the Issuer to the Bank, as purchaser.

The foregoing are referred to from time to time in this Resolution as the Bond Documents.

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

1. Findings. That it is hereby found and determined that:

a. The Issuer is authorized to issue the Note pursuant to the provisions of the Act.

b. There is no litigation pending or, to the best of its knowledge, threatened, against the Issuer relating to the Project, the Note or the Bond Documents, or questioning the organization of the Issuer or its power or authority to issue the Note or to execute and deliver the Bond Documents required to be executed by the Issuer.

c. The execution and delivery of, and the performance of the Issuer's obligations under, the Note and the Bond Documents do not and will not violate any material order of any court or other agency of government, or any material provision of any indenture, agreement or other instrument to which the Issuer is a party or by which it or any of its property is bound, or be in conflict with, result in a breach of, or constitute

(with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument.

d. No member of the City Council (i) has a direct or indirect interest in the Project, the Bond Documents or the Note, (ii) has a direct or indirect interest in the Corporation, or (iii) has received or will receive any commission, bonus or other remuneration for or in respect of the Project, the Bond Documents or the Note.

e. The Issuer believes that a substantial debt service savings can be achieved by the issuance and sale of the Note.

2. Approval and Execution of Bond Documents. The forms of Bond Documents referred to above are approved. The Bond Documents required to be executed by the Issuer shall be executed in the name and on behalf of the Issuer by the Mayor and the City Manager in substantially the form on file, but with such changes therein, not inconsistent with the Act or other law, and Section 3 hereof, as may be approved by the Issuer Attorney or the officers executing the same, which approval shall be conclusively evidenced by the execution thereof. The Mayor and the City Manager are also authorized and directed to execute such closing certificates and other documents as may be necessary to complete the issuance and delivery of the Note upon approval thereof by the City Attorney, which approval shall be conclusively evidenced by the execution thereof.

3. Approval of Terms and Sale of Note. The most recent draft of the form of the Note as provided to the Issuer contains the terms and provisions of the Note as negotiated to date. At such time as the final terms of the Note become available, the Mayor and City Manager are authorized to execute the Note (and to consent to changes in the Bond Documents reflecting such final terms) provided that (i) the total principal amount of Note to be issued shall not exceed \$3,500,000, (ii) the final maturity of the Note shall not be later than December 1, 2033, (iii) the initial rate on the Note shall not exceed 4.00% per annum and (iv) the purchase price of the Note paid by the Bank shall not be less than 100% of the par amount thereof, plus accrued interest to the date of issuance of the Note.

4. Qualified Tax-Exempt Obligation. The Note is hereby designated a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code"). The Note is to be issued on behalf of an organization described in Section 501(c)(3) of the Code and is to be issued as a "qualified 501(c)(3) bond" under Section 145 of the Code. The Issuer, together with all subordinate entities thereof, does not reasonably expect to issue tax-exempt obligations, including the Note (other than private activity bonds not constituting "qualified 501(c)(3) bonds") the sum of which, with all such obligations heretofore issued by the Issuer or such subordinate entities in calendar year 2013, exceeds \$10,000,000.

5. Execution and Delivery of Note. The Note shall be executed by the facsimile signatures of the Mayor and the City Manager, and the Note shall be delivered to the Bank upon payment of the agreed purchase price therefor, and upon receipt by the Bank of the signed legal opinion of Lindquist & Venum LLP, of Minneapolis, Minnesota, bond counsel, and the other documents required pursuant to the Bond Documents.

6. Certifications. The Mayor, City Manager and other officers of the Issuer are authorized and directed to prepare and furnish to Lindquist & Vennum LLP, bond counsel, the Corporation, and the Bank certified copies of all proceedings and records of the Issuer relating to the Project and the Note, and such other affidavits and certificates as may be required to show the facts appearing from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements contained therein.

7. Limited Liability. No covenant, provision or agreement of the Issuer herein or in the Note, the Bond Documents or in any other document executed by the Issuer in connection with the issuance, sale and delivery of the Note, or any obligation herein or therein imposed upon the Issuer or breach thereof, shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers or shall obligate the Issuer financially in any way except with respect to the Loan Agreement and the application of revenues therefrom and the proceeds of the Note. No failure of the Issuer to comply with any term, condition, covenant or agreement herein or therein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from the Loan Agreement or revenues therefrom or proceeds of the Note. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. In making the agreements, provisions and covenants set forth herein and in the Bond Documents, the Issuer has not obligated itself except with respect to the Loan Agreement and the application of revenues thereunder and the proceeds of the Note. The Note constitutes a special obligation of the Issuer, payable solely from the revenues pledged to the payment thereof pursuant to the Loan Agreement, and does not now and shall never constitute an indebtedness or a loan of the credit of the Issuer, the State of Minnesota or any political subdivision thereof or a charge against the Issuer's general taxing powers within the meaning of any constitutional or statutory provision whatsoever.

8. Costs. ~~The Corporation has agreed to pay directly or through the Issuer any and all costs incurred by the Issuer in connection with the financing whether or not the financing is carried to completion and whether or not the Note or Bond Documents are executed.~~

Adopted this 17th day of October, 2013.

Mayor Harold Pedersen

ATTEST:

Greg Lerud, City Manager

STATE OF MINNESOTA)
) ss.
CITY OF MILACA)

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Manager of the aforementioned City and that as such I have in my possession, or have access to, the complete corporate records of said City and of its City Council and its officers; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the holding of a public hearing and adoption of a Resolution authorizing the issuance and sale of Refunding Revenue Note (Country Meadows of Milaca Project), Series 2013 in an aggregate principal amount of up to \$3,500,000.

WITNESS my hand and the corporate seal of said City hereto affixed this 17th day of October, 2013.

Greg Lerud, City Manager

(Seal)

LOAN AGREEMENT
BETWEEN
CITY OF MILACA, MINNESOTA
AND
COUNTRY MEADOWS OF MILACA, INC.
Dated as of October 1, 2013

Certain of the rights and the interest of City of Milaca, Minnesota (the "City") in this Loan Agreement (other than the City's rights to payment of its fees and expenses and to indemnification) have been assigned to Bremer Bank, National Association, Minneapolis, Minnesota pursuant to an Assignment of Loan Agreement.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS AND RULES OF INTERPRETATION	2
Section 1.1. Definitions.....	2
Section 1.2. Rules of Interpretation.	5
ARTICLE 2 REPRESENTATIONS.....	7
Section 2.1. Representations by the City	7
Section 2.2. Representations by the Corporation.....	8
Section 2.3. Tax Covenants	9
Section 2.4. The Bank May Rely on Representations	11
ARTICLE 3 THE LOAN.....	12
Section 3.1. Amount and Source of the Loan	12
Section 3.2. Repayment of the Loan.....	12
Section 3.3. Determination of Taxability.....	12
Section 3.4. Notice of Proposed Taxability and Procedure Thereon.....	13
Section 3.5. Corporation's Obligations Unconditional.....	13
Section 3.6. Extraordinary Prepayments.....	13
ARTICLE 4 FINANCING.....	15
Section 4.1. Payment of Outstanding Debt.....	15
Section 4.2. Commitment Fee.....	15
Section 4.3. Cost of Issuance Account.....	15
ARTICLE 5 THE CORPORATION'S COVENANTS.....	16
Section 5.1. Assignment	16
Section 5.2. General Covenants of the Corporation	16
Section 5.3. Continuing Existence and Qualification	19
Section 5.4. Indemnity.....	19
Section 5.5. Reports to Governmental Agencies	20
Section 5.6. Equipment.....	20
Section 5.7. Financial Statements; Annual Certificate	20
Section 5.8. Financial Covenants.....	21
Section 5.9. Calculation of Indebtedness and Annual Debt Service.....	21
Section 5.10. Amendments	21
Section 5.11. Replacement Reserve Fund.....	21
ARTICLE 6 TERMINATION.....	22
Section 6.1. Termination Upon Retirement of the Note	22
ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES	23
Section 7.1. Events of Default	23
Section 7.2. Remedies.....	24
Section 7.3. Manner of Exercise	24
Section 7.4. Attorneys' Fees and Expenses	24

Section 7.5.	Effect of Waiver.....	24
Section 7.6.	The Bank’s Exercise of the City’s Remedies	25
Section 7.7.	Application of Money	25
Section 7.8.	Late Fee.....	25
Section 7.9.	Default Rate	25
ARTICLE 8 GENERAL.....		26
Section 8.1.	Notices	26
Section 8.2.	Binding Effect.....	26
Section 8.3.	Severability	26
Section 8.4.	Amendments, Changes and Modifications	26
Section 8.5.	Execution Counterparts.....	27
Section 8.6.	Limitation on the City’s Liability	27
Signature Pages.....		S-1
Exhibit A – Legal Description		A-1
Exhibit B – Compliance Certificate.....		B-1

THIS LOAN AGREEMENT, dated as of October 1, 2013, between CITY OF MILACA, MINNESOTA, a political subdivision under the laws of the State of Minnesota (the "City"), and COUNTRY MEADOWS OF MILACA, INC., a Minnesota nonprofit corporation (the "Corporation");

WITNESSETH:

WHEREAS, the City is authorized under the provisions of the Minnesota Statutes, Sections 469.152-1651, as heretofore and hereafter amended (collectively, the "Act"), among other things, to issue revenue bonds, notes or other securities and loan the proceeds thereof pursuant to a loan agreement to one or more contracting parties (as defined in the Act) to be used to pay the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment, or any interest therein, to be located within the City and to be suitable for use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code, (the "Code") which is exempt from federal income tax under Section 501(a) of the Code (a "Tax Exempt Organization"), and to refund bonds issued pursuant to the Act; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, at the request of the Corporation, a Tax Exempt Organization, the City agrees to issue its City of Milaca, Minnesota Refunding Revenue Note (Country Meadows of Milaca Project) Series 2013, in the principal amount of \$ _____ (the "Note"), and loan the proceeds thereof to the Corporation to be used to (a) refinance the outstanding City of Milaca, Minnesota Housing Revenue Bonds (Country Meadows of Milaca, Inc. Project) Series 2005 which were issued to finance the acquisition, construction and equipping of a 32-unit assisted living and congregate care facility of the Corporation, including related equipment and furnishings, located southeast of 740 2nd Street S.E., Milaca, Minnesota (b) funding of reserve funds and (c) pay costs of issuance related to the Note (the "Project"); and

WHEREAS, the Note will be secured by a mortgage on and security interest in the Project, by an assignment of leases and rents, by an assignment of Loan Agreement and of the revenue to be derived by the City from this Loan Agreement and the Note, and the interest on the Note shall be payable solely from the revenues pledged therefor, and the Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation, shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers and shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the revenues received under this Loan Agreement; and

WHEREAS, the Corporation proposes to carry out the financing of the Project, and the City desires to finance the Project upon the terms and conditions as required by the Act and this Loan Agreement; and

WHEREAS, the execution, delivery and performance of this Loan Agreement have been duly authorized by a Resolution of the City adopted on _____, 2013;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1. Definitions. In this Loan Agreement the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

Act: Minnesota Statutes, Section 469.152-.1651, as amended;

Affiliate: any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Corporation. For the purposes of this definition, "control" means the power to direct the management and policies, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing;

Annual Debt Service: with respect to any Fiscal Year the sum of the prior year current maturities of long-term Indebtedness plus current year interest expense, all determined in accordance with GAAP and consistently applied as reported by Corporation in Elim Care, Inc.'s consolidated annual audited statements;

Assignment of Loan Agreement: the Assignment of Loan Agreement, of even date herewith, from the City to the Bank;

Bank: Bremer Bank, National Association, its successors and assigns, or such other Person as may be at any time the registered Holder of the Note;

Bond Counsel: any attorney or firm of attorneys nationally recognized as experienced in tax-exempt municipal financing, retained by the Corporation and acceptable to the Bank and the City;

Cash on Hand: (a) the sum of unrestricted cash and cash equivalents, short term and long term marketable securities and/or investments divided by (b) total annual operating expenses less depreciation and amortization divided by 365.

City: City of Milaca, Minnesota, its successors and assigns;

Closing Date: the date on which the Note is delivered by the City to the Bank in exchange for the purchase price thereof;

Code: the Internal Revenue Code of 1986, as amended;

Commitment Fee: the Bank's fee, in an amount equal to \$_____, for its commitment to purchase the Note;

Corporation: Country Meadows of Milaca, Inc., a Minnesota nonprofit corporation, its successors and assigns;

Corporation Certificate: a written certificate signed in the name of the Corporation by its Chair, President, Chief Financial Officer, Secretary, or Treasurer, and delivered to the City and the Bank;

Date of Taxability: the date as of which interest on the Note becomes subject to federal income taxes, as specified in the ruling, notice, or other instrument constituting the Determination of Taxability; provided, that if no such date is specified in the ruling, notice, or other instrument constituting the Determination of Taxability, the Date of Taxability shall be the date on which such ruling, notice, or other instrument is issued, released or published;

Debt Service Coverage Ratio: for any specified period, the ratio of Income Available for Debt Service for such period to Annual Debt Service for such period, if the specified period is a Fiscal Year, the ratio shall be calculated, based on the Corporation's results as reported in the consolidated annual audited financial statements of Elim Care, Inc. for such Fiscal Year;

Determination of Taxability: the issuance by the Internal Revenue Service of a statutory notice of deficiency, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction which holds that the interest payable on the Note is includable in the gross income of the Noteholder for federal income tax purposes to an extent to which such interest was not includable as of the date of issuance of the Note, if the period, if any, for contest or appeal of such action, ruling or decision by the Corporation or Noteholder has expired without any such contest or appeal having been properly instituted by the Noteholder or the Corporation;

Event of Default: any of the events described as such in Section 7.1 hereof;

Existing Project Facilities: the buildings, structures and other improvements located on the Land as of the date of execution and delivery of this Loan Agreement;

Fiscal Year: the period beginning on January 1 of each year and ending on December 31 of such year, or such other period of twelve (12) consecutive months as may be specified by a Corporation Certificate as the fiscal year of the Corporation;

GAAP: the generally accepted accounting principles in the United States of America;

Government Obligations: the direct obligations of, or obligations the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America;

Gross Revenues: the total operating revenues of the Corporation for a specified period;

HIPAA: Health Insurance Portability and Accountability Act;

Holder: the Noteholder;

Income Available for Debt Service: (i) the annual operating income (or loss) of the Corporation for a specified period plus all interest income, unrestricted gifts and grants, depreciation, amortization and equity contributions, less any distributions based on Corporation's results as reported in the consolidated audited financial statements of Elim Care, Inc.;

Indebtedness: without duplication, (i) all indebtedness of the Corporation, whether or not represented by bonds, debentures, the Note or other securities, for the repayment of money borrowed, (ii) all indebtedness of the Corporation created or arising under a conditional sale, capitalized lease or other title retention agreement relating to acquisition of property or assets by the Corporation, (iii) all guaranties (except guaranties of the obligations of Affiliates), endorsements, assumptions and other contingent obligations of the Corporation in respect of, or to purchase or otherwise acquire, indebtedness of others and (iv) all indebtedness secured by any mortgage, pledge or lien existing on property owned by the Corporation, subject to such mortgage, pledge or lien, whether or not the indebtedness secured thereby shall have been assumed by the Corporation;

Independent: a Person who does not have any direct financial interest or any material indirect financial interest in the Corporation or any organization affiliated with the Corporation, and who is not an officer, employee, trustee, or director of the Corporation or any organization affiliated with the Corporation;

Issuance Costs: those items of issuance cost referred to in Section 147(g) of the Code incurred or payable by the Corporation in connection with the issuance of the Note: all legal and accounting fees and expenses, all costs of printing or reproducing the Note, this Loan Agreement, the Mortgage or other documents, the Commitment Fee, the title insurance premium, and any administrative or other fee payable to the City;

Land: the real estate described in Exhibit A to the Mortgage;

Loan: the loan by the City to the Corporation of the proceeds of the Note pursuant to this Loan Agreement;

Loan Agreement: this Loan Agreement, between the City and the Corporation, including any amendment hereof or supplement hereto;

Loan Payments: the payments required of the Corporation pursuant to Sections 3.2, 3.3 and 7.8 of this Loan Agreement;

Mortgage: the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated as of October 1, 2013, from the Corporation to the Bank, including any amendment thereof;

Note: the Series 2013 Note;

Noteholder: the Person in whose name the Note is registered in the Note Register;

Note Register: the register maintained by the City Administrator pursuant to Section 4 of the Resolution for registration of ownership and transfers of the Note;

Outstanding Debt: the \$ _____ outstanding principal amount of the City of Milaca, Minnesota Housing Revenue Bonds (Country Meadows of Milaca, Inc. Project) Series 2005;

Person: any individual, corporation, partnership (general, limited, or limited liability), joint venture, association, trust, unincorporated organization, or government or any agency or political subdivision thereof;

Project: refinancing the outstanding City of Milaca, Minnesota Housing Revenue Bonds (Country Meadows of Milaca, Inc. Project) Series 2005 which were issued to finance the acquisition, construction and equipping of a 32-unit assisted living and congregate care facility of the Corporation, including related equipment and furnishings, located southeast of 740 2nd Street S.E., Milaca, Minnesota;

Project Facilities: the existing 32-unit assisted living facility and congregate care facility at 740 2nd Street S.E., Milaca, Minnesota;

Resolution: the resolution adopted by the City Council on _____, 2013, authorizing the issuance of the Note and establishing the terms and conditions thereof;

Security Agreement: the Security Agreement, dated as of October 1, 2013, between the Corporation and the Bank;

Series 2013 Note: City of Milaca, Minnesota Refunding Revenue Note (Country Meadows of Milaca Project), Series 2013, to be issued by the City pursuant to the Resolution;

State: the State of Minnesota;

Tax-Exempt Organization: a Person which is an organization described in Section 501(c)(3) of the Code and which is exempt from federal income taxes under Section 501(a) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code, or equivalent provisions of the Code from time to time in effect;

Title Company: Guaranty Commercial Title, Inc., a Minnesota corporation, its successors and assigns, or any other title insurance company designated by the Corporation and acceptable to the Bank; and

Section 1.2. Rules of Interpretation.

A. This Loan Agreement shall be interpreted in accordance with and governed by the laws of the State.

B. The words "herein," "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Loan Agreement as a whole rather than to any particular section or subdivision hereof.

C. The article and section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

D. Unless the context clearly requires otherwise, references in this instrument to any particular section or subdivision hereof are to the section or subdivision of this instrument as originally executed.

E. All accounting terms used herein and not otherwise defined have the meanings assigned them in accordance with generally accepted accounting principles, and all financial computations herein provided for shall be made in accordance with generally accepted accounting principles.

ARTICLE 2
REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for its covenants herein:

A. The City is a political subdivision, duly organized and existing under the laws of the State.

B. The Project constitutes a "project" as defined in the Act.

C. The City designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

D. In authorizing the issuance of the Note, the City's purpose is, and in its judgment the effect thereof will be, to promote the retention of quality health care within the City and the general welfare of its inhabitants.

E. The issuance and sale of the Note, the execution and delivery of this Loan Agreement and the assignment of this Loan Agreement to the Bank, and the performance of all covenants and agreements of the City contained in the Note, and this Loan Agreement have been duly authorized by resolutions of the governing body of the City adopted at meetings thereof duly called and held by the affirmative vote of not less than a majority of its members.

F. To provide funds to pay the costs of the Project and in anticipation of the receipt of Loan Payments hereunder, the City has duly authorized the Note to be issued upon the terms set forth in the Resolution, under the provisions of which the City has agreed to assign its interest in this Loan Agreement and in the Loan Payments to the Bank as security for the payment of the principal of and interest on the Note and as security for the obligations of the Corporation under the Loan Agreement.

G. The execution and delivery of this Loan Agreement, and the Note will not constitute on the part of the City a breach of, or a default under, any existing law, or any legislative act, constitution or other proceeding establishing or relating to the establishment of the City or its affairs or its resolutions, or any agreement, indenture, mortgage, lease or other instrument to which the City is a party or by which it is bound.

H. No officer of the City who is authorized to take part in any manner in making this Loan Agreement or any contract contemplated hereby has a personal financial interest in or has personally and financially benefited from this Loan Agreement or any such contract.

I. There is not pending any suit, action or proceeding against the City before or by any court, arbitrator, administrative agency or other governmental authority which if determined adversely to the City materially and affects the validity or enforceability, as to the City, of this Loan Agreement, the Note, any of its obligations hereunder or thereunder or any of the transactions contemplated hereby or thereby.

Section 2.2. Representations by the Corporation. The Corporation makes the following representations, upon which the Bank and the City may rely:

A. The Corporation is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. The Corporation has full power to enter into the Loan Agreement and carry out its obligations hereunder and thereunder, and by proper action has authorized the execution and delivery of this Loan Agreement.

B. The Corporation is a Tax-Exempt Organization. All property financed and refinanced by the net proceeds of the Note is or will be owned by the Corporation or another Tax-Exempt Organization. Not more than five percent (5%) of the proceeds of the Note will be used, directly or indirectly, to finance or refinance property used in an unrelated trade or business of the Corporation determined by applying Section 513(c) of the Code or in the trade or business of any Person other than a Tax-Exempt Organization. There is no action, proceeding or investigation pending or threatened on any basis therefor by the Internal Revenue Service or authorities of the State which, if adversely determined, might result in a modification of the status of the Corporation as a Tax-Exempt Organization.

C. The execution and delivery of this Loan Agreement, and the consummation of the transactions contemplated hereby and thereby and the fulfillment of the terms and conditions hereof and thereof do not and will not conflict with or result in a breach of any of the terms or conditions of the Articles of Incorporation or Bylaws of the Corporation or of any of the terms and conditions of any court order, judgment or decree, or any mortgage, indenture, loan agreement or other restriction or any agreement or instrument to which the Corporation is a party or to which any property of the Corporation is subject, and do not and will not constitute a default under any of the foregoing or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any property or assets of the Corporation contrary to the terms of any agreement or instrument to which the Corporation is a party or by which the Corporation is bound.

D. The Project qualifies as a "project" under the Act.

E. The Corporation is duly authorized and licensed to operate the Project Facilities under the laws, rulings, regulations and ordinances of the State and the departments, agencies and political subdivisions thereof, and the Project Facilities are in compliance in all material respects with applicable federal, state and local laws, regulations, codes and ordinances.

F. There is no suit, action, proceeding or investigation pending or threatened or any basis therefor at law or in equity or by or before any court, arbitrator, administrative agency or other federal, state or local governmental authority which individually or in the aggregate, if adversely determined, might have a material adverse affect on, or affect the validity or enforceability as to the Corporation of, the Loan Agreement or any of the transactions contemplated hereby or thereby or the ability of the

Corporation to perform its obligations hereunder or thereunder or as contemplated hereby or thereby.

G. The Corporation has reviewed and approved the terms and conditions of the Note.

H. The Corporation has no current intention to sell or otherwise dispose of the Project Facilities during the term of the Note.

I. To the best of the Corporation's knowledge (i) no member of the governing body or other officer of the City is directly or indirectly financially interested in this Loan Agreement or any contract, agreement or job hereby contemplated to be entered into or hereby taken; (ii) no officer or employee of the City has or will have any personal interest, direct or indirect, in this Loan Agreement; (iii) the Corporation has not paid or given any officer or employee of the City any money or other consideration for obtaining this Loan Agreement. The Corporation has not paid, nor is it required to pay, the City any amounts as consideration for the financing contemplated by this Loan Agreement.

J. Since the date of the last audited financial statements of the Corporation there has been no material adverse change in the business, properties, operations, or financial condition of the Corporation.

Section 2.3. Tax Covenants. The Corporation makes the following covenants regarding issues raised by the Code, upon which the Bank and the City may rely:

A. It will fulfill all conditions specified in Sections 103 and 141 through 150 of the Code and applicable Treasury Regulations as necessary to maintain the tax-exempt status of the interest borne by the Note.

B. All of the property financed, refinanced or otherwise provided by the net proceeds of the Note is and will be owned by the Corporation or by another Tax-Exempt Organization.

C. Less than five percent (5%) of the net proceeds of the Note (less any amounts devoted to Issuance Costs) will be used to provide property used either (i) by a Tax-Exempt Organization in an activity which constitutes an unrelated trade or business, or (ii) in a trade or business by a Person other than a Tax-Exempt Organization or a governmental unit (within the meaning of Section 141 of the Code).

D. As of the date hereof, the Corporation is the only "principal user" of the facilities financed by the Note, and the Corporation will not permit any other Person to become a "principal user" of those facilities if such action would cause the interest on the Note to become subject to federal income taxation in the hands of the Holder thereof.

E. The Corporation is not under the management or control of any Person other than the members of the Corporation.

F. The weighted average maturity of the Note will not exceed the estimated remaining economic life of the Project by more than twenty percent (20%), all within the meaning of Section 147(b) of the Code.

G. No portion of the proceeds of the Note will be used to provide any airplane, skybox or other private luxury box, any facility primarily used for gambling, or a store the principal business of which is the sale of alcoholic beverages for consumption off premises, or residential rental housing.

H. The Issuance Costs financed by the Note shall not exceed two percent (2%) of the proceeds of the Note.

I. Other than the Outstanding Debt, there are no outstanding obligations of a political subdivision the proceeds of which have been or will be used with respect to the facilities financed or refinanced by the Note.

J. No obligations have been or will be issued which are described in Sections 141, 142, 143, 144 or 145 of the Code and that are sold at substantially the same time as the Note, pursuant to a common plan of marketing and that are payable in whole or in part by the Corporation or otherwise have any common or pooled security for the payment of debt service thereon with the Note.

K. It shall provide the City all information required to satisfy the informational requirements set forth in Section 149(e) of the Code, including the information necessary to complete IRS Form 8038.

L. The Corporation agrees it will not use the proceeds of the Note in such a manner as to cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code and applicable Treasury Regulations. The Corporation expects that all proceeds of the Note, including earnings thereon, will be disbursed and expended for payment of the Project within six (6) months after the date of issuance of the Note. The Corporation will comply with the provisions of the Corporation Tax Certificate or similar certificate executed by the Corporation and delivered on the Closing Date.

M. The Corporation has not leased, sold, assigned, granted or conveyed and will not lease, sell, assign, grant or convey all or any portion of the properties financed with any of the Note proceeds or any interest therein to the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

N. It reasonably expects that eighty-five percent (85%) of the spendable proceeds of the Note will be used to carry out the governmental purpose of the issue within three (3) years of the date the Note is issued. Not more than fifty percent (50%) of the proceeds of the Note will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four (4) years or more.

O. It will comply with and fulfill all other requirements and conditions of the Code and Treasury Regulations and rulings issued pursuant thereto relating to the

acquisition, construction and operation of the facilities financed or refinanced by the Note to the end that interest on the Note shall at all times be free from federal income taxation.

Section 2.4. The Bank May Rely on Representations. The City and the Corporation agree that the representations contained in this Article 2 are for the use and benefit of the Bank, and the Bank shall be entitled to rely thereon, subject however, to the limitations on liability set forth in Section 8.6 hereof.

ARTICLE 3
THE LOAN

Section 3.1. Amount and Source of the Loan. The City agrees to lend to the Corporation and the Corporation agrees to borrow from the City, upon the terms and conditions herein, in the Note, the principal amount of the Note, which shall not exceed **\$3,500,000** by having the proceeds of the Note applied and disbursed in accordance with the provisions of this Loan Agreement. Forthwith upon the execution and delivery of this Loan Agreement and all other documents and instruments necessary to the transactions contemplated hereby and such documents as may be required to be filed or recorded by the Bank or Bond Counsel, the City will execute the Note and deliver it to the Bank. All of the proceeds of the Note will be used to refinance the Outstanding Debt, fund the Cost of Issuance Account to pay for costs of issuance of the Note [and fund the Replacement Reserve Fund].

Section 3.2. Repayment of the Loan.

A. Subject to any rights of prepayment granted herein and in the Note, the Corporation agrees to repay the Loan in installments on the dates and in amounts sufficient to provide for the prompt and full payment of the principal of premium, if any, and interest on the Note.

B. All Loan Payments shall be made directly to the Noteholder at its principal office for the account of the City.

C. The Bank shall maintain an accurate record of all Loan Payments received by the Bank from the Corporation, and such records may be inspected by the Corporation at the office of the Bank at any time during normal business hours. Such records shall be prima facie evidence of the amount advanced and the amount paid on each of the Notes, but neither any error therein nor failure of the Bank to maintain such record shall relieve the Corporation of any of its obligations hereunder or under the Note. The Bank's calculation at any time of the amount of principal and interest due on the Note shall be presumed correct, absent clear mathematical error. The Bank may, but shall not be obligated to, make notation on the Note of the amounts advanced and amounts paid thereunder.

D. In case an event of default as defined in the Loan Agreement occurs, the principal of the Note outstanding may be declared or may become due and payable prior to the stated maturity hereof in the manner and with the effect and subject to the conditions provided in the Loan Agreement. In the event the Corporation should fail to make any loan payments required by this Loan Agreement, the item in default shall continue as an obligation of the Corporation until the amount in default shall have been fully paid, and the Corporation agrees to pay the same with interest thereon until paid at the rate per annum then payable under the Note on the outstanding principal balance, plus three percent (3%), or the maximum rate permitted by law, whichever is less.

Section 3.3. Determination of Taxability. Upon occurrence of a Determination of Taxability, the rate of interest on the Note shall be automatically increased, effective as of the

Date of Taxability, as provided in the Note, in which event the Loan Payments required hereunder by the Corporation shall be adjusted accordingly with the increased payments required pursuant to the Note. In such case, the Corporation agrees also to pay to the Holder of the Note forthwith an amount equal to the aggregate difference between (i) the amounts actually paid between the Date of Taxability and the date of receipt of notice of the Determination of Taxability and (ii) the payments due during such period based upon the increased rate. Neither the Corporation nor the Noteholder shall be required to contest or appeal any Determination of Taxability.

Section 3.4. Notice of Proposed Taxability and Procedure Thereon. If the Internal Revenue Service initiates an investigation or audit questioning the federal income tax exemption of the interest payable on the Note or if the Holder, or the Corporation on behalf of the Holder, chooses to contest any statutory notice of deficiency, ruling of the Internal Revenue Service or judgment of a court of competent jurisdiction, the Holder, at its election, may increase the rate of interest on the Note to the rate specified in Section 3.3, and require that the Corporation make Loan Payments based upon such increased rate pending the final results of such investigation, suit or contest. The additional funds collected as a result of the rate increase shall be placed in escrow by the Holder and shall bear interest at a rate no greater than the original rate of interest on the Note. In the event the contest is resolved in favor of the Holder and the Corporation, and the interest on the Note continues to be exempt from federal income taxation, the funds held in such escrow account shall be returned to the Corporation and shall in no event be used to pay any interest or principal on the Note. In the event the contest is resolved against the Holder and the Corporation and interest payable on the Note is held to be subject to federal income taxation, the amount on hand in the escrow account shall be applied to the additional Loan Payments then due pursuant to this Section, with any excess returned to the Corporation.

Section 3.5. Corporation's Obligations Unconditional. All Loan Payments and all other payments required of the Corporation hereunder shall be paid without notice or demand (except as provided herein and in the Note) and without setoff, counterclaim, abatement, deduction or defense. ~~The Corporation will not suspend or discontinue any payments, and will~~ perform and observe all of its other agreements in this Loan Agreement and the Mortgage and, except as expressly permitted herein, will not terminate this Loan Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project Facilities, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the City or the Bank, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof or failure of the City or the Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Loan Agreement, the Mortgage, or the Note.

Section 3.6. Extraordinary Prepayments. Upon the occurrence of an event of damage to or destruction of the Project Facilities, and in the event the Corporation does not have the right or does not choose to restore the Project Facilities pursuant to Section 2 of the Mortgage, or in the event the Mortgagee under the Mortgage so requires, the net proceeds of any insurance or condemnation award shall be applied in prepayment of the Note, without a premium. If all or any part of the Project Facilities are damaged, taken or acquired, either

temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of the award or other payment for such taking, acquisition or damages made in consideration thereof shall be applied in prepayment of the Note, without a premium. Insurance proceeds in excess of those required to discharge the Note shall be remitted to the Corporation.

ARTICLE 4
FINANCING

Section 4.1. Payment of Outstanding Debt. On the Closing Date, \$ _____ of the proceeds of the Loan will be deposited with the Bank to pay the Outstanding Debt.

Section 4.2. Commitment Fee. On the Closing Date, the Borrower shall pay the Bank a Commitment Fee of \$ _____.

Section 4.3. Cost of Issuance Account. On the Closing Date \$ _____ of the proceeds of the Loan will be deposited in the Cost of Issuance Account to be established at the Bank. The Corporation shall request the Bank to disburse amounts to pay costs of issuance. To the extent authorized by the Act, moneys on deposit to the credit of the cost of Issuance Account shall be invested by the Bank, upon written request by the Chief Financial Officer. Any money remaining in the Cost of Issuance Account on _____, 2013 shall be used to pay the Note.

[Fund Replacement Reserve Fund]

ARTICLE 5
THE CORPORATION'S COVENANTS

Section 5.1. Assignment. The Corporation recognizes the authority of the City to assign its interest in this Loan Agreement and pledge all money receivable under this Loan Agreement (other than any payments required to be made to the City under Section 5.4 or 7.4 hereof) to the Bank as security for the payment of the principal of and interest on the Note and the payment of all fees and expenses of the Bank and others as provided herein and consents to such assignment.

Section 5.2. General Covenants of the Corporation. The Corporation covenants and agrees with the City and the Bank that it will:

A. Repay the Loan by making Loan Payments which will be at all times sufficient to provide for the prompt payment of the principal of, premium, if any, and interest on the Note.

B. Pay all expenses of the operation and maintenance of the Project Facilities, including property and liability insurance in the amounts and with the coverage determined by the Corporation, and pay or cause to be paid all taxes and special assessments levied upon or with respect to the Project Facilities. To this end, the Corporation agrees to perform all of the terms and covenants of the Mortgage as fully as if the Mortgage were set forth in full herein.

C. Maintain the Project Facilities in good repair and in good operating condition at its own cost, making such repairs and replacements as are necessary in the judgment of the Corporation so that the Project Facilities will remain a "project" under the Act and that the interest on the Note will not become includable in the gross income for federal income tax purposes of the recipient.

D. Comply throughout the term of the Note with all requirements of the Code, and any regulations promulgated thereunder, to assure that interest on the Note shall at all times be free from federal income taxation.

E. Not lease the Project Facilities or enter into an operating contract for the Project Facilities except to a Tax Exempt Organization whose activities with respect to the Project Facilities will not constitute an unrelated trade or business.

F. Provide the Bank such information, including copies of records and documents of the Corporation, as the Bank may from time to time reasonably request in order to determine whether the Corporation has complied with its obligations under this Loan Agreement and the Mortgage subject to the limits of HIPAA regulations.

G. Maintain the Project Facilities in compliance with the ADA Accessibility law.

H. Permit the Bank, its representative or agent authorized in writing, at the Bank's expense, to visit and inspect the Project Facilities and examine, make copies and

extracts of, the Corporation's books of account, records, reports, and other papers, at reasonable times and upon reasonable notice subject to the limitations of HIPAA regulations.

I. The Corporation will not use (or permit to be used) the Project or use or invest (or permit to be used or invested) the proceeds of the Note or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds" and "replacement proceeds," in such a manner as to cause the Note to be, classified as an "arbitrage bond" within the meaning of Section 148 of the Code and applicable Treasury Regulations or a "federally guaranteed obligation" within the meaning of Section 149(b) of the Code.

J. The average maturity of the Note does not exceed one hundred twenty percent (120%) of the average reasonably expected economic life of the Project within the meaning of Section 147(b) of the Code.

K. The Corporation, on behalf of the City, shall pay to the United States, as a rebate, an amount equal to the sum of (i) the excess of (A) the aggregate amount earned on all nonpurpose obligations (other than investments attributable to an excess described in this clause), over (B) the amount which would have been earned if all nonpurpose obligations were invested at a rate equal to the yield on the Note, plus (ii) any income attributable to the excess described in clause (i) at the times and in the amounts required by Section 148(f) of the Code, all within the meaning of Section 148(f) of the Code. The Corporation shall maintain records of the interest rate borne by the Note in adequate detail to enable the Corporation to calculate the amount of any rebate required to be made to the United States. The Corporation shall pay the rebate to the United States at times and in installments which satisfy Section 148(f) of the Code and the regulations, at least once every five years and within thirty (30) days after the day on which the Note is paid in full. Calculations of the amount to be rebated shall be made by the Corporation at least every five (5) years, and the City and the Bank shall be furnished with such calculations within sixty (60) days of the time they are made. Such calculations shall be retained until six years after the retirement of the Note. The rebate shall be calculated in a manner consistent with Section 148(h) of the Code and Treasury Regulations thereunder. The Corporation shall avoid prohibited payments with respect to nonpurpose obligations under the Code.

L. The Corporation will fulfill all conditions specified in Sections 103 and 141 through 150 of the Code and applicable Treasury Regulations as necessary to maintain the tax-exempt status of the interest borne by the Note and will not otherwise use Note proceeds, including earnings thereon, or take, or permit or cause to be taken, any action that would adversely affect the exclusion of the interest on the Note from gross income for purposes of federal income taxation, nor otherwise omit to take or to cause to be taken any action necessary to maintain such tax-exempt status; and, if it should take or permit, or omit to take or to cause to be taken, as appropriate, any such action, the Corporation shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

M. The net sale proceeds of the Note will be used to refinance the Outstanding Debt and pay costs of issuance and to fund the costs of the Project, and no other purpose or property. The Project and the Land will be owned by Tax Exempt Organizations or by governmental units (within the meaning of Section 141 of the Code) while the Note is outstanding.

N. Other than this Note, there are no outstanding obligations of a political subdivision the proceeds of which have been used with respect to the Project and the Land.

O. As of the date hereof, the Corporation is the only "principal user" of the Project and Land and it will not permit any Person to become a "principal user" of the Project or Land if such action would cause the interest on the Note to become subject to federal income taxation in the hands of the Holders thereof.

P. The aggregate authorized face amount of the Note, when increased by the outstanding tax-exempt "qualified 501(c)(3) bonds," other than "qualified hospital bonds," of which the Corporation, or any organization with which the Corporation is under common management or control, is a test period beneficiary (determined in accordance with Section 145(b) of the Code) does not exceed \$150,000,000.

Q. Unless the Bank and the City shall have received an opinion of Counsel to the effect that the same will not impair the tax-exempt status of the Note, the Corporation is and will remain at all times until the Note has been fully paid and retired a Tax Exempt Organization.

R. The Corporation is not a private foundation as defined in Section 509(a) of the Code.

S. Eighty-five percent (85%) of the spendable proceeds of the Note will be used to carry out the governmental purposes of the Note within three years of the date of issuance thereof, and not more than fifty percent (50%) of the proceeds of the Note will be invested in non-purpose investments (as defined in Section 149(f)(6)(A) of the Code) having a substantially guaranteed yield for four (4) years or more.

T. The proceeds of the Note, including income from investment thereof, will not exceed the amount necessary for the governmental purposes of the Note.

U. No portion of the proceeds of the Note will be used to acquire or otherwise provide any airplane, skybox or other private luxury box, facility primarily used for gambling, or a store the principal business of which is the sale of alcohol beverages for consumption off premises, within the meaning of Section 147(e) and (h) of the Code.

V. The Corporation covenants that it will not spend less than ninety-five percent (95%) of the proceeds of the Note to refinance the Outstanding Debt and to pay the costs of acquisition and construction of the Project (not including costs of issuance of the Note) and the Corporation will not use more than two percent of the amount drawn

under the Note for payment of "issuance costs" within the meaning of Section 147(g) of the Code.

W. The Corporation shall provide the City at closing with all information required to satisfy the informational requirements set forth in Section 149(e) of the Code, including the information necessary to complete IRS Form 8038.

X. No portion of the Project has been used or will be used (i) by an organization described in Section 501(c)(3) of the Code in an activity that constitutes an unrelated trade or business, or (ii) in a trade or business by a Person other than a Tax Exempt Organization or a governmental unit (within the meaning of Section 141 of the Code) or (iii) in a use not permitted within the meaning of Section 145(a) of the Code.

Y. The Corporation has not leased, sold, assigned, granted or conveyed and will not lease, sell, assign, grant or convey all or any portion of the Project or any interest therein to the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

Z. No obligations have been or will be issued which are described in Section 141, 142, 143, 144 or 145 of the Code and that are sold at substantially the same time as the issuance of the Note, sold pursuant to the same plan of financing as the Note and are reasonably expected to be paid from substantially the same source of funds as the Note.

AA. Neither the Corporation nor any "related party," as defined in Treasury Regulations, Section 1.150-1(b), shall, pursuant to an arrangement, formal or informal, purchase the Note in an amount related to the obligations payable by such party under the Loan Agreement or any other "acquired purpose obligation," acquired by the City from the Corporation or any such related party.

Section 5.3. Continuing Existence and Qualification. The Corporation will maintain its existence as a Minnesota nonprofit corporation and will take no action nor suffer any action to be taken by others which will alter, change or destroy its status as a Tax-Exempt Organization. The Corporation will remain duly qualified to do business in the State and will not dispose of all or substantially all of its assets by sale, lease, or otherwise, or consolidate with or merge into another corporation or permit any other corporation to consolidate with or merge into it without the Bank's prior written consent, which may be granted or withheld in Bank's discretion.

Section 5.4. Indemnity.

A. The Corporation will pay, and will protect, indemnify and save the City and the Bank, their officers, employees and agents harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature arising from:

- (i) Any injury to or death of any person or damage to property in or upon the Project Facilities or growing out of or connected with the use, non-use, condition or occupancy of the Project Facilities or any part thereof;

(ii) Any violation of any agreement or covenant of this Loan Agreement or the Mortgage, except by the City or the Bank as the case may be;

(iii) Any violation of any contract, agreement or restriction by the Corporation relating to the Project Facilities;

(iv) Any violation of any law, ordinance or regulation affecting the Project Facilities or any part thereof or the ownership, occupancy or use thereof;

(v) Any statement or information relating to the expenditure of the proceeds of the Note contained in the "Corporation Tax Certificate" or similar document furnished by the Corporation to the City or the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(vi) Any other cause whatsoever pertaining to the issuance, sale and delivery of the Note, the refinancing and operation of the Project Facilities, or any action taken in good faith by the City or the Bank, their officers and employees, to carry out the transaction contemplated by this Loan Agreement.

B. The provisions of this Section shall survive payment of the Note and termination of this Loan Agreement.

Section 5.5. Reports to Governmental Agencies. The Corporation will furnish to agencies of the State of Minnesota such periodic reports or statements as are statutorily required throughout the term of this Loan Agreement, or, to the extent the City is required to furnish such reports, will cooperate with the City in furnishing all information reasonably necessary and will indemnify the City for any costs incurred.

Section 5.6. Equipment. The Corporation covenants and agrees to keep the Project Facilities fully and properly furnished and equipped. If any such furniture or equipment becomes inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for the operation of the Project Facilities, the Corporation shall have the right to acquire and install substitute or replacement furniture or equipment, which substitute or replacement furniture or equipment may be subject to a purchase money lien, including finance lease transactions.

Section 5.7. Financial Statements; Annual Certificate. The Corporation agrees to keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Corporation, in accordance with generally accepted accounting principles consistently applied. The Corporation agrees to furnish the Bank within one hundred twenty (120) days after the last day of each Fiscal Year, the audited financial statements of Elim Care, Inc., which shall include consolidation detail for the Corporation for such Fiscal Year, including in comparative form with the preceding Fiscal Year the balance sheet and related statements of revenues and expenses and cash flows, accompanied by a written report thereon of Independent certified public accountants, which written report of Independent certified public accountants shall include a written statement that in making such audit the accountants have obtained no knowledge of any Event of Default or event which, with notice or lapse of time, or both, would constitute an Event of Default, or if they have obtained knowledge of any such event, disclosing the nature thereof, but such

accountants shall not hereby be liable directly or indirectly to the Bank for failure to obtain knowledge of any default, and (ii) a Corporation Certificate substantially in the form attached hereto as Exhibit B. The Corporation will also furnish to the Bank internally prepared quarterly financial statements within 30 days of the end of each quarter and such other financial information as the Bank may, from time to time, reasonably request.

Section 5.8. Financial Covenants. The Corporation agrees to conduct its business so that (a) its Debt Service Coverage Ratio in each Fiscal Year will be not less than 1.2 to 1 for each such Fiscal Year and (b) on December 31 of each year it will have 90 days Cash on Hand.

Section 5.9. Calculation of Indebtedness and Annual Debt Service. For all purposes of this Loan Agreement, Indebtedness and Annual Debt Service shall be calculated in accordance with the following rules:

A. There shall be excluded from Annual Debt Service any item of Indebtedness, or interest on any item of Indebtedness, for the payment, prepayment, redemption or satisfaction of which in accordance with its terms there shall have been deposited irrevocably in trust with a depository satisfactory to Bank, whose consent shall not be unreasonably withheld, the funds necessary for payment of such item of indebtedness or interest on such item of indebtedness.

B. There shall be excluded from Indebtedness any item of Indebtedness which is owed by the Corporation to an affiliate which is subordinate to the Note on terms and conditions accepted by the Bank in writing, unless such indebtedness has any schedule of repayment.

C. Annual Debt Service for any item of Indebtedness shall be calculated on the assumption that such indebtedness will be paid when due, including any sinking fund or other analogous fund required to be maintained for payment of an installment or portion of such Indebtedness.

Section 5.10. Amendments. Borrower and Bank may amend Section 5.8 and 5.9 of this Loan Agreement at any time or from time to time without the Issuer's consent.

Section 5.11. Replacement Reserve Fund. The Corporation shall deposit \$960 beginning on January 1, 2014 and each month thereafter in the Replacement Reserve Fund to be established with the Lender until the Replacement Reserve Fund's balance is \$30,000. Disbursements from the Replacement Reserve Fund shall be made on request by the Corporation for capital repairs and improvements to the Project. The Corporation will continue monthly deposits of \$960 whenever the Replacement Reserve Fund balance is less than \$30,000.

ARTICLE 6
TERMINATION

Section 6.1. Termination Upon Retirement of the Note. At such time as no principal balance on the Note remains outstanding, and arrangements satisfactory to the Bank and the City have been made for the discharge of all other accrued liabilities, if any, under this Loan Agreement, this Loan Agreement shall by its terms terminate.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default. Any one or more of the following events is an Event of Default under this Loan Agreement:

A. If the Corporation shall fail to pay any Loan Payment required under this Loan Agreement on or before the date that the payment is due and such failure shall continue for fifteen (15) days;

B. If the Corporation shall fail to observe and perform any other covenant, condition or agreement on its part under this Loan Agreement for a period of thirty (30) days after written notice, specifying such default and requesting that it be remedied, given to the Corporation by the City or the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration;

C. If the Corporation shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present state law, or shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer seeking a reorganization, arrangement with creditors or similar relief under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof, or a receiver, trustee or liquidator of the Corporation, or of all or substantially all of the assets of the Corporation, or of the Project Facilities, shall be appointed in any proceeding brought against the Corporation and shall not be discharged within ninety (90) days after such appointment or if the Corporation shall consent to or acquiesce in such appointment;

D. If any event of default has occurred under the Mortgage and is continuing, notwithstanding any other provisions of this Loan Agreement;

E. If there is a determination that any representation or warranty made by the Corporation in this Loan Agreement or the Mortgage or in any certificate, document or instrument furnished in connection with the issuance and sale of the Note or under the terms of this Loan Agreement or the Mortgage is untrue in any material respect;

F. If the Corporation defaults in the payment of any Indebtedness for money borrowed in a principal amount in excess of \$100,000, and such default is sufficient to accelerate payment of such principal amount, unless such default is waived by the Person to whom such Indebtedness is owed or unless the Corporation has good faith defenses to such payment and establishes adequate cash reserves with respect to such Indebtedness; or

G. If a judgment for payment of money in an amount in excess of \$100,000 and not fully covered by insurance is entered against the Corporation and is not stayed or discharged within sixty (60) days thereafter.

Section 7.2. Remedies. Whenever any Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken by the City, with the prior written consent of the Bank, or by the Bank, pursuant to Section 7.6 hereof:

A. Declare all installments of the loan payable under this Loan Agreement (being an amount equal to that necessary to pay in full the principal balance of the Note assuming acceleration of the Note under the terms thereof and pay all other indebtedness thereunder) to be immediately due and payable, whereupon the same shall become immediately due and payable by the Corporation; and

B. Take whatever action at law or in equity may appear necessary or appropriate to collect the amounts then due and thereafter to become due or to enforce performance and observance of any obligation agreement or covenant of the Corporation under this Loan Agreement.

THE CORPORATION IS HEREBY ADVISED THAT THE CITY AND THE BANK HAVE THE RIGHT TO PROCEED TO OBTAIN AND COLLECT A DEFICIENCY JUDGMENT AGAINST THE CORPORATION TOGETHER WITH A FORECLOSURE OF THE PROPERTY DESCRIBED IN THE MORTGAGE UNDER APPLICABLE LAWS.

Section 7.3. Manner of Exercise. No remedy herein conferred upon or reserved to the City and the Bank is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or the Mortgage or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Bank to exercise any right reserved to it in this Article, it shall be necessary to give only such notice as may be herein or therein expressly required, but no remedy shall be exercised by the City without the prior written consent of the Bank).

Section 7.4. Attorneys' Fees and Expenses. If because of any default by the Corporation under this Loan Agreement, the City or the Bank employs attorneys or incur other expenses for the collection of payments or the enforcement of performance of any obligation or agreement on the part of the Corporation, the Corporation will, on demand and receipt of an accounting therefor, pay to the City or the Bank, respectively, the reasonable fee of such attorneys and such other reasonable and necessary expenses so incurred.

Section 7.5. Effect of Waiver. The Bank may, in its discretion, waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of principal; provided, however, that no action or inaction by the Bank shall be deemed a waiver of any of the Bank's rights or remedies unless the Bank specifically agrees in writing that such action or inaction will constitute a waiver of its rights or remedies. Any waiver shall only apply to the particular instance for which it was agreed. No delay by either party in exercising and no failure by either party in exercising any right or remedy hereunder, or afforded by law, shall be a waiver of or preclude the exercise of any right or remedy hereunder, or provided by law, whether

on such occasion or any future occasion, nor shall such delay be construed to be a waiver of any Event of Default or acquiescence therein. The exercise or the beginning of the exercise of one right or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

Section 7.6. The Bank's Exercise of the City's Remedies. Whenever any Event of Default shall have happened and be subsisting the Bank may, but shall not be obliged to, exercise any or all of the rights of the City under this Article 7, upon notice as required of the City unless the City has already given the required notice.

Section 7.7. Application of Money. The proceeds and avails of any remedy hereunder, other than any remedy exercised by the City under the last sentence of Section 7. 2(b) hereof, shall be applied as follows:

A. First, to the payment of all costs and proper expenses (including reasonable attorneys' fees as permitted by law), liabilities incurred or advances made hereunder by the City or the Bank;

B. Second, to the payment of any prepayment penalties due, if any;

C. Third, to the payment to the Bank, on behalf of the City, of the amount then owing or unpaid for principal and interest due on the Note and in case any such proceeds shall be insufficient to pay the whole amount so due, then first to the payment of interest thereon and then to the payment of principal;

D. Fourth, to the payment of any excess to the Corporation, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 7.8. Late Fee. In the event that any Loan Payment under Section 3.2 is made more than ten (10) days after the date due, a late payment fee of five percent (5%) of the amount of the payment which is late shall be paid by the Corporation to the Bank.

Section 7.9. Default Rate. Upon the occurrence of an Event of Default, interest on the Note shall be increased to a per annum rate equal to three percent (3%) in excess of the rate that would otherwise be payable under the Note had such an Event of Default not occurred.

ARTICLE 8
GENERAL

Section 8.1. Notices. All notices of an Event of Default hereunder shall be sufficiently given when delivered in person to an officer of the Corporation or when mailed by certified or registered mail, postage prepaid, to the Corporation with proper address as indicated in this Section. All other notices, certificates and communications hereunder are properly and sufficiently given when delivered in person to an officer of the party to whom directed or when mailed to such party by regular mail, postage prepaid, with proper address as indicated in this Section. All mailed notices, certificates and communications shall be deemed given three (3) days after the date of deposit in the mail. The City, the Corporation and the Bank may, by written notice given by each to the others, designate any other address or addresses to which notices, certificates or other communications or matters to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the City:	City of Milaca 255 1 st Street East Milaca, MN 56353 Attn: City Manager
To the Corporation:	Country Meadows of Milaca, Inc. 7485 Office Ridge Circle Eden Prairie, MN 55344 Attn: Chief Financial Officer
To the Bank:	Bremer Bank, National Association 225 South Sixth Street Minneapolis, MN 55402 Attn: David Borden

Section 8.2. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the City and the Corporation and their respective successors and assigns.

Section 8.3. Severability. If any term, condition or provision of this Loan Agreement or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, provision and condition to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Loan Agreement and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and be complied with to the full extent permitted by law.

Section 8.4. Amendments, Changes and Modifications. Except as otherwise provided in this Loan Agreement or in the Mortgage, subsequent to the Closing Date and before the Mortgage is terminated in accordance with its terms, this Loan Agreement and Note may be

effectively amended, changed, modified, altered or terminated with the written consent of the Bank, provided that no consent is required of the City.

Section 8.5. Execution Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.6. Limitation on the City's Liability. No agreement or provision contained in this Loan Agreement or any agreement, representation, covenant or undertaking by the City contained in any document executed by the City in connection with the Project Facilities shall give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or shall obligate the City financially in any way except with respect to the Loan Agreement and the application of revenues therefrom and the proceeds of the Note. No failure of the City to comply with any term, condition, covenant or agreement herein, or in any other document executed by the City in connection with the Project Facilities, shall subject the City to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from the Loan Agreement or revenues therefrom or proceeds of the Note.

IN WITNESS WHEREOF, the City and the Corporation have caused this Loan Agreement to be executed in their respective names, all as of the date first above written.

CITY OF MILACA, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Manager

COUNTRY MEADOWS OF MILACA, INC.

By: _____
Its: Chief Financial Officer

Signature page to Loan Agreement

ACKNOWLEDGEMENT OF BANK

The Bank has read the preceding Loan Agreement between City of Milaca, Minnesota and Country Meadows of Milaca, Inc. and agrees to be bound by provisions therein relating to the Bank.

BREMER BANK, NATIONAL ASSOCIATION

By _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

COMPLIANCE CERTIFICATE

Bremer Bank, National Association
225 South Sixth Street
Minneapolis, MN 55402
Attn: David Borden

Re: Loan Agreement, dated as of October 1, 2013 ("Loan Agreement"), between Country Meadows of Milaca, Inc., a Minnesota nonprofit corporation ("Corporation") and City of Milaca, Minnesota, a political subdivision, as assigned to Bremer Bank, National Association ("Bank")

Ladies and Gentlemen:

The undersigned, the Chief Financial Officer of the Corporation, hereby certifies as of _____, 20____ that the computations of financial covenants and tests contained in the Loan Agreement and related documents are as follows:

Income Available for Debt Service

a)	Operating Income	\$	_____
b)	Plus Interest Income		_____
c)	Plus Depreciation, amortization, equity contributions, etc.		_____
d)	Plus unrestricted gifts & grants		_____
e)	Less Distributions	\$	_____

TOTAL \$ _____

Annual Debt Service	_____
Required: 120% of Annual Debt Service	_____
Amount Over (Under)	_____
Total Net Assets	_____
Days Cash on Hand	_____

All capitalized terms not defined herein shall have the meaning ascribed to them in the Loan Agreement. This Compliance Certificate is the Corporation Certificate referred to in Section 5.7 of the Loan Agreement.

The undersigned further confirms that each representation and warranty contained in the Loan Agreement and related documents is true and accurate as of the date hereof.

1 0 3

The undersigned further confirms that as of the date hereof no Event of Default has occurred and is continuing and no event which with the giving notice or the passage of time or both would constitute an Event of Default has occurred and is continuing.*

Sincerely,

COUNTRY MEADOWS OF MILACA, INC.

By: _____
Its: Chief Financial Officer

* If the foregoing sentence is not correct, in lieu of the foregoing sentence, describe the default or Event of Default and the status thereof.

Draft Dated 9/18/13

ASSIGNMENT OF LOAN AGREEMENT

BY

CITY OF MILACA, MINNESOTA

TO

BREMER BANK, NATIONAL ASSOCIATION

Dated as of October 1, 2013

ASSIGNMENT OF LOAN AGREEMENT

THIS ASSIGNMENT OF LOAN AGREEMENT (the "Assignment") is executed and delivered as of October 1, 2013 by City of Milaca, Minnesota (the "Issuer"), a body corporate and politic duly organized and existing under the laws of the State of Minnesota (the "State"), in favor of Bremer Bank, National Association (the "Bank").

WITNESSETH:

WHEREAS, the Issuer has executed and delivered to the Bank its City of Milaca, Minnesota Refunding Revenue Note (Country Meadows of Milaca Project), Series 2013 in the principal amount of \$ _____ dated October _____, 2013 (the "Note"), issued pursuant to a resolution adopted on _____, 2013 (the "Resolution"); and

WHEREAS, the proceeds of the Note have been loaned to Country Meadows of Milaca, Inc. (the "Company"), pursuant to a Loan Agreement dated as of the date hereof between the Issuer and the Company (the "Loan Agreement"); and

WHEREAS, the Note is payable from and secured by the revenues pledged by the Loan Agreement to be made by the Company, and the Bank, as a condition to the purchase of the Note, has required the execution of this Assignment.

NOW, THEREFORE, as authorized by the Resolution and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer does hereby grant, transfer and assign, without recourse, to the Bank and its registered assigns all of the right, title and interest of the Issuer in the Loan Agreement and the revenues pledged thereby to be made by the Company (except for the rights of the Issuer), all for the purpose of securing the Note.

The Issuer hereby represents to the Bank that the Issuer is the owner of the Loan Agreement and all rights incident thereto, free and clear of any lien, security interest or other encumbrance other than the security interest arising under this Assignment.

The Issuer hereby authorizes the Bank to exercise, whether or not an Event of Default has occurred under the Loan Agreement, any and all rights or remedies available to the Issuer under the Loan Agreement. The Issuer, without the consent of the Bank, shall have the power to exercise all rights and remedies pursuant to the sections of the Loan Agreement enumerated in Section 7.6 thereof. The Issuer agrees, on request of the Bank, to execute and deliver to the Bank such other documents or instruments as shall be deemed necessary or appropriate by the Bank at any time to confirm or perfect the security interest hereby granted.

The Issuer will not:

(a) exercise or attempt to exercise any remedies under the Loan Agreement (except with respect to the rights of the Issuer) or terminate, modify or accept a surrender of or offer or agree to any termination, modification or surrender of the same or, by affirmative act, consent to the creation or existence of any security interest or other lien in the Loan Agreement to secure payment of any other indebtedness; or

(b) receive or collect or permit the receipt or collection of any payments, receipts, rentals, profits or other moneys under the Loan Agreement or assign, transfer or hypothecate (other than to the Bank hereunder) any of the same then due or to accrue in the future except for payments received by the Issuer pursuant to the Loan Agreement.

Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Assignment of Loan Agreement contained by or on behalf of the Issuer or the Bank shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

The Bank recognizes and agrees to the limitation of the Issuer's liability as set forth in Section 8.6 of the Loan Agreement. The Bank recognizes and understands that (1) the Note is a limited obligation of the Issuer payable solely from payments derived pursuant to the Loan Agreement and from the property which secures payments of the Note, (2) the Note and the interest thereon shall never constitute a debt of the Issuer within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer or a charge against the Issuer's general credit or taxing power, (3) the Note does not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuer, except revenues under the Loan Agreement and (4) the agreement of the Issuer to perform or cause the performance of the covenants and other provisions set forth in the Note shall be subject at all times to the availability of revenues from the Loan Agreement sufficient to pay all costs of such performance or the enforcement thereof.

The Bank recognizes and agrees that the Issuer has no pecuniary liability to the Bank or any subsequent holder of the Note for the Issuer's failure to investigate, or negligence in the investigation of, the financial position or prospects of the Borrower or for failure of the Issuer to consider, or negligence in the consideration of, the adequacy of terms of, or collateral security for, the Note or any related agreement. The Bank recognizes and agrees that the Issuer has no liability in connection with the issuance or sale of the Note concerning representations made by or for performance of the obligation of any person who is a party to a related transaction or agreement, except as may be specifically provided in this Assignment, the Loan Agreement and the Note.

The Bank acknowledges that the Note has been issued without registration under state or federal or other securities laws, pursuant to an exemption for such issuance, and accordingly, the Note may not be assigned or transferred in whole or in part, nor may any participation interest in the Note be given pursuant to any participation agreement or otherwise, except for participations by the Bank to other banks or financial institutions or except in accordance with such registration requirements or in reliance on an applicable exemption from such registration requirements.

The unenforceability or invalidity of any provision or provisions of this Assignment shall not render any other provision or provisions herein contained unenforceable or invalid.

This Assignment shall in all respects be construed in accordance with and governed by the laws of the State. This Assignment may not be amended or modified except in writing signed by the Issuer and the Bank.

This Assignment may be executed, acknowledged and delivered in any number of counterparts and each of such counterparts shall constitute an original but all of which together shall constitute one agreement.

The terms used in this Assignment which are defined in the Loan Agreement shall have the meanings specified therein, unless the context of this Assignment otherwise requires, or unless such terms are otherwise defined herein.

[Remainder of page intentionally left blank;
signature page follows.]

IN WITNESS WHEREOF, the Issuer has caused this Assignment of Loan Agreement to be duly executed as of the day and year first above written.

CITY OF MILACA, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Manager

ACKNOWLEDGMENT OF BANK

The assignee hereby agrees to and accepts this Assignment of Loan Agreement.

Dated as of October 1, 2013

BREMER BANK, NATIONAL
ASSOCIATION

By: _____
Its: _____

Draft dated 9/18/13

UNITED STATES OF AMERICA
STATE OF MINNESOTA

CITY OF MILACA, MINNESOTA
REFUNDING REVENUE NOTE
(COUNTRY MEADOWS OF MILACA PROJECT)
SERIES 2013

Dated Date: October _____, 2013

No. R-1

\$ _____

CITY OF MILACA, MINNESOTA, a City and political subdivision of the State of Minnesota (the "Issuer"), for value received, hereby promises to pay to the order of Bremer Bank, National Association, Minneapolis, Minnesota (the "Purchaser" or the "Registered Owner"), from the source and in the manner hereinafter provided, the principal sum of _____ and no/100ths Dollars (\$ _____ .00), with interest on the outstanding principal balance at the Interest Rate determined as hereinafter provided. The principal and interest shall be paid in any coin or currency which at the time or times of payment is legal tender for the payment of public and private debts in the United States of America.

Principal and interest on this Note is payable as follows:

(i) Commencing on _____, 2013 and continuing on the 1st day of each month thereafter until _____, 2018 (the "First Interest Rate Adjustment Date"), monthly installments of principal and interest shall be paid in an amount computed by the Purchaser to be the amount necessary to amortize the then outstanding principal balance of the Note over the remaining term of this Note at _____% per annum;

(ii) Commencing on the 1st day of the month immediately succeeding the First Interest Rate Adjustment Date and continuing on the 1st day of each month thereafter, monthly installments of principal and interest shall be paid in an amount computed by the Purchaser to be the amount necessary to amortize the then outstanding principal balance of the Note over the remaining term of this Note at the Adjusted Interest Rate (hereinafter defined) in effect on the Interest Rate Adjustment Date;

(iii) The Purchaser, with 180 days written notice to the Borrower, has the option to require the Borrower to pay the remaining outstanding principal and interest on this Note plus accrued interest thereon on _____, 2023; and

(iv) On _____, 2033 (the "Maturity Date"), all remaining outstanding principal of this Note plus accrued interest thereon shall be immediately due and payable.

Adjusted Interest Rate: The interest rate on this Note will adjust on _____, 2018 and each _____ 1 in the years 2023 and 2028 (each such date an "Interest Rate Adjustment Date") to a rate ("Adjusted Interest Rate") determined on each such Interest Rate

Adjustment Date (or if such date is not a business day, on the next succeeding business day) to be the rate per annum determined by the Purchaser to be equal to a per annum rate equal to sixty-seven percent (67%) of the sum of (i) the five (5) year London Interbank Rate (the "LIBOR Swap Rate") then in effect plus (ii) 300 basis points, provided, however, that the Adjusted Interest Rate shall not be more than 200 basis points more than the Adjusted Interest Rate immediately prior to the adjustment and shall not exceed 6% annum and this provision for rate adjustment shall not apply to the Taxable Rate or the Default Rate, as those terms are defined below.

LIBOR Swap Rate shall mean the rate per annum published as the LIBOR swap "ask" rate for a five (5) year term in the Federal Reserve Board Statistical Release H.15 (or equivalent reporting service selected by the Purchaser) on the last business day preceding any date of determination. In the event that the LIBOR Swap Rate cannot be ascertained by the Purchaser due to changes in reports, publications, market conditions or regulatory requirements, then the Purchaser shall, in the exercise of its sole discretion, select a substitute rate or index that it believes to be reasonably equivalent to the LIBOR Swap Rate under this Note.

In all cases interest shall be calculated on the basis of a year of three hundred sixty (360) days and charged for actual days principal is unpaid.

If any payment required to be made on this Note is not paid within ten (10) days of the due date thereof, the Borrower shall pay to the Purchaser a late charge equal to five percent (5%) of the amount of such installment.

This Note is issued pursuant to the Minnesota Statutes, Sections 469.152-.1651, as heretofore and hereafter amended (the "Act"), and in conformity with the provisions, restrictions and limitations thereof, has been authorized by law to be issued and has been issued for the purpose of funding a loan from the Issuer to the Borrower in order to finance costs incurred with respect to the Project described in the hereinafter referred to Loan Agreement. This Note is issued pursuant to the Loan Agreement and a Note Resolution duly adopted by the City Council of the Issuer (the "Note Resolution"). Pursuant to an Assignment of Loan Agreement, dated as of October 1, 2013, between the Issuer and the Purchaser (the "Assignment of Loan Agreement"), the Issuer has assigned its interest in the Loan Agreement (except for its rights to indemnity and payment of fees, expenses and advances) to the Purchaser. This Note is secured by the Loan Agreement, the Assignment of Loan Agreement, the Mortgage and the Security Agreement, each defined in the Loan Agreement, and the Assignment of Leases and Rents, dated as of October 1, 2013, between the Borrower and Purchaser. Reference is hereby made to all such documents and any supplements thereto for a description and limitation of the property, revenues and funds pledged and appropriated to the payment of the Note, the nature and extent of the security thereby created, the rights of the owner of the Note, and the rights, immunities and obligations of the Issuer thereunder.

This Note shall never constitute an indebtedness of the Issuer, within the meaning of any state constitutional provision or statutory limitation, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers and does not grant to the owner of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or interest hereon, nor is this Note a general

obligation of the Issuer or the individual officers or agents thereof. This Note and interest hereon are payable solely from the moneys received under the Loan Agreement, including loan repayments to be made by the Borrower and the security provided therefor, all as hereinafter referred to.

This Note is subject to optional prepayment on any date at a prepayment price equal to the principal amount to be prepaid on such date plus accrued interest plus (i) premium of three percent (3%) of the principal amount prepaid if prepayment occurs before _____ 1 of the first year after the date hereof or after an Interest Rate Adjustment Date, (ii) premium of two percent (2%) of the principal amount prepaid if prepayment occurs on or after _____ 1 of the second year after the date hereof or after an Interest Rate Adjustment Date, or (iii) premium of one percent (1%) of the principal amount prepaid if prepayment occurs on or after _____ 1 of the third year after the date hereof or after an Interest Rate Adjustment Date or after an Interest Rate Adjustment Date. Moreover, this Note may be optionally redeemed in whole or in part, without premium, (1) in certain events of damage, destruction or condemnation or (2) if there are proceeds remaining in the Disbursement Account when the Project is complete. All prepayments shall be applied first to accrued interest and then to principal. All prepayments applied to principal shall be applied to installments of principal in inverse order of maturity. Any payment made following acceleration of this Note after the occurrence of an Event of Default as defined in the Loan Agreement shall constitute a prepayment for the purposes of this paragraph.

If the interest on this Note should become subject to federal income taxation pursuant to a Determination of Taxability, then the per annum rate of interest hereunder shall be automatically increased effective as of the Date of Taxability to a rate equal to 1.5 times the interest rate calculated hereinabove and then in effect (the "Taxable Rate"). The Borrower shall forthwith pay to the Purchaser the aggregate difference between (i) the amounts actually paid hereunder between the Date of Taxability and the date of receipt of notice of the Determination of Taxability and (ii) the amounts which would have been due during such period if the increased interest rate had been in effect.

This Note has been designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Notice of any such prepayment or redemption shall be given to the Registered Owner of this Note by first class mail, addressed to such owner at its registered address, not earlier than sixty (60) days nor later than thirty (30) days prior to the date fixed for prepayment or redemption and shall be published as may be required by law.

The Purchaser may extend the times of payment of interest and/or principal of or any penalty, charge or premium due on this Note, except the date of final maturity, with the consent of the Issuer but without any requirement of notice to or the consent of any other party liable herein and without releasing any such party.

All of the agreements, conditions, covenants, provisions and stipulations contained in the Note Resolution, Loan Agreement, the Assignment of Loan Agreement, the Mortgage and

Security Agreement are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein.

This Note is transferable upon the books of the Issuer at the office of the City Manager, by the registered holder in person or by its attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the City Manager, duly executed by the registered holder or its duly authorized attorney. Upon such transfer, the City Manager will note the date of registration and the name and address of the newly registered holder in the registration blank appearing below. Alternatively, the City Manager will, at the request of the registered holder, issue new Notes in an aggregate principal amount equal to the unpaid principal balance of this Note, and of like tenor except as to number and principal amount, and registered in the name of the registered holder. The City Manager may deem and treat the person in whose name this Note is last registered upon the books of the City Manager, with such registration noted on this Note, as the absolute owner hereof for the purpose of receiving payment of or on account of the principal balance, prepayment price, or interest and for all other purposes; all such payments so made to the registered holder or upon its order shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and the City Manager shall not be affected by any notice to the contrary.

Upon the occurrence of an Event of Default as defined in the Loan Agreement, the principal of this Note outstanding may be declared or may become due and payable prior to the stated maturity hereof in the manner and with the effect and subject to the conditions provided in the Loan Agreement. Upon the occurrence of an Event of Default as defined in the Loan Agreement, interest on this Note shall be increased to a per annum rate equal to three percent (3%) in excess of the rate that would otherwise be payable under this note had such an Event of Default not occurred ("Default Rate").

The terms and provisions of the Note Resolution, the Loan Agreement, and the Assignment of Loan Agreement or of any instrument supplemental thereto, may be modified or altered only pursuant to Section 8.4 of the Loan Agreement.

It is intended that this Note is made with reference to and shall be construed as a Minnesota contract and governed by the laws thereof.

This Note has been issued without registration under state, federal or other securities laws in reliance on an exemption therefrom. Consequently, this Note may not be assigned or transferred in whole or in part, nor may any participation interest in this Note be given pursuant to any participation agreement or otherwise except for participations by the Purchaser to other banks or financial institutions or except in accordance with such registration requirements or in reliance on an applicable exemption from such registration requirements.

[Remainder of page intentionally left blank;
signature page follows.]

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed by the signatures of its Mayor and City Manager all as of the Dated Date hereof.

CITY OF MILACA, MINNESOTA

By: _____
Mayor

Attest

By: _____
City Manager

(Seal)

Signature Page to City of Milaca, Minnesota Refunding Revenue Note
(Country Meadows of Milaca Project) Series 2013

PROVISIONS OF REGISTRATION

The ownership of the unpaid principal balance of this Note and the interest accruing therein is registered on the books of City of Milaca, Minnesota, in the name of the registered Holder last noted below.

<u>Date of Registration</u>	<u>Name and Address of Registered Owner</u>	<u>Signature of the City Manager</u>
Dated Date <hr/>	Bremer Bank, National Association Minneapolis, Minnesota <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please print or type name and address of Transferee)

The within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Please Insert Social Security Number or Other
Identifying Number of Assignee

Notice: The signature to this assignment must correspond with the name as it appears on the face of this Note in every particular, without alteration or any change whatever.

RESOLUTION NO. 13 – 30

RESOLUTION APPROVING AN INTERIM USE PERMIT

WHEREAS, John and Anita Savage own the property at 260 2nd Avenue SE and there house requires extensive repair that will not permit their belongings to stay inside the house; and

WHEREAS, the contractor has requested that they be permitted to have a storage container on their property to store their items for their convenience; and

WHEREAS, city ordinance does not permit the temporary storage metal containers on residentially zoned property,

NOW THEREFORE BE IT RESOLVED that the Milaca City Council hereby finds:

1. That the Savage's need to rehabilitate their property is necessary for their safety.
2. That this request is for a temporary use of the container on the property.

BE IT FURTHER RESOLVED that the Council hereby approves the Interim Use permit application with the following conditions:

1. That the storage container be completely on the property at 260 2nd Avenue SE.
2. The storage container be secured at all times and kept in good repair.
3. That the storage container be immediately removed from the property upon completion of the project, as determined by the Building Official. However, under no circumstances shall the storage container remain on the property later than February 1, 2014.

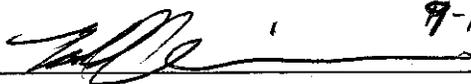
Adopted this 17th day of October, 2013.

Mayor Harold Pedersen

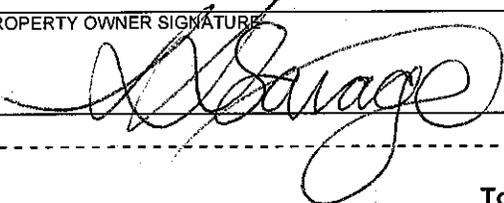
ATTEST

Greg Lerud, City Manager

I understand that the application fee of \$200.00 is non-refundable. All costs associated with the processing of this application are the responsibility of the applicant whether this application is approved or denied.

APPLICANT'S SIGNATURE	DATE:	CO-APPLICANT SIGNATURE	DATE
	9-16-13		

I hereby certify that I am the fee title owner/contract for deed vendee of record for the above-mentioned property. Failure to prove ownership may void any agreements entered into the by the City of Milaca and I will be held liable for any and all costs incurred by the City.

PROPERTY OWNER SIGNATURE	DATE:	CO-PROPERTY OWNER SIGNATURE	DATE
	9/16/13		

To Be Completed by City of Milaca

Interim Use Permit Approved for Period: _____

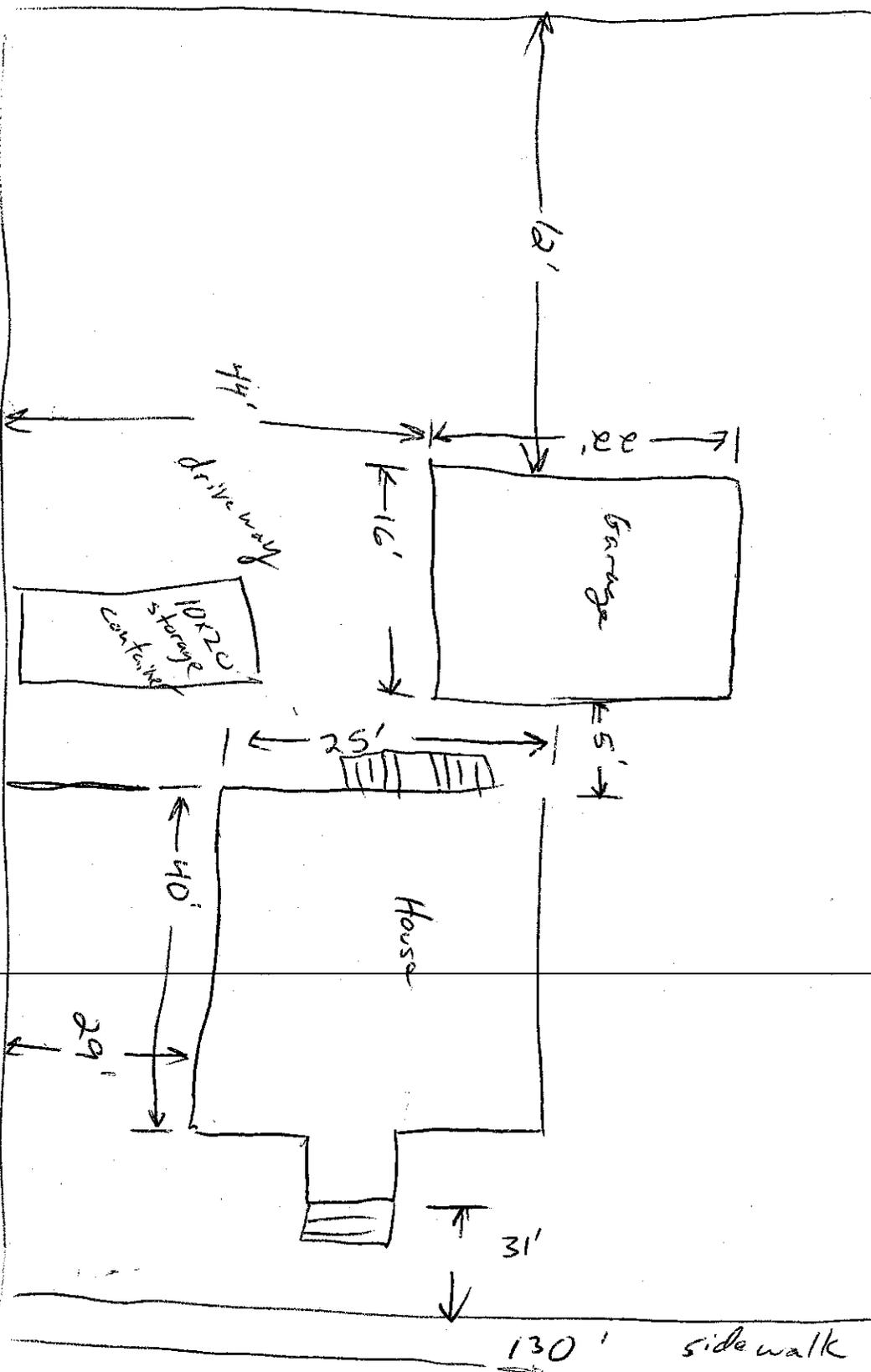
CITY AGENT'S SIGNATURE DATE

COMPLETED BY CITY OF MILACA	
Amount Paid:	\$ 200.00
Money Order:	
Cash:	
Date:	09.17.13
Initial:	dk

ck # 1195

Receipt # 9727

260 2ND AVE SE, MILACA



SE 2ND ST

2ND AVE SE

RESOLUTION NO. 13 – 31

RESOLUTION TO OBTAIN CORPORATE CREDIT CARD

WHEREAS it is advisable to obtain credit card privileges for purposes of charging certain expenses relative to the business affairs of the City of Milaca,

NOW THEREFORE BE IT RESOLVED that Harold Pedersen, as Mayor of the City of Milaca, apply for and obtain a Corporate Credit Card from First National Bank of Milaca with a credit limit of \$10,000, and that the City Manager designate persons who are authorized to charge on the account for charges that meet the city's credit card policy, and that the City Treasurer is directed to monitor said account and pay such proper charges as they fall due.

BE IT FURTHER RESOLVED that the council hereby approves the *Corporate Authorization Resolution* and *Corporate Credit Card Agreement* as attached to this Resolution.

Adopted this 17th day of October, 2013.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

The undersigned hereby certifies that he is the custodian of the books, records, and seal of the City of Milaca, a municipal corporation duly formed pursuant to the laws of the State of Minnesota and the foregoing is a true record of a Resolution duly adopted at a meeting of the Milaca City Council and the said meeting was held in accordance with State law, and the bylaws of the above named corporation on October 17, 2013, and that said Resolution is now in full force and effect without modification or rescission.

In WITNESS WHEREOF, I have executed my name as City Clerk and have hereunto affixed the corporate seal of the City of Milaca this 17th day of October, 2013

Greg Lerud, City Manager

Corporate Credit Card Agreement

This Corporate/Business Cardholder Agreement is made and entered into on this 17th day of Oct., 2013 by & between The First National Bank of Milaca and the City of Milaca

Whereas, Company desires to have First National Bank of Milaca issue certain credit cards in the name of the Company for the use by Company's officers, employees or other agents as more particularly designated in the Credit Card Agreement dated 10/17/13 submitted by the Company to First National Bank of Milaca.

Whereas, First National Bank is willing to issue such cards pursuant to the terms of this agreement.

Now, therefore, the parties agree as follows:

Issuance of Cards: First National Bank of Milaca will issue cards in the name of the Company and in the name of the employee as designated in the agreement. One card will be issued per account unless under special request. All cards must be signed immediately upon receipt by the employee, but all cards remain the property of First National Bank of Milaca and must be surrendered to First National Bank of Milaca upon demand. Company acknowledges that First National Bank of Milaca is providing such service to Company as an accommodation party only and, except as otherwise provided by law, First National Bank of Milaca is not responsible in any way for the manner in which the cards are utilized. Cards should be issued in the following name:

City of Milaca \$10,000
Printed Name Credit Limit Card Number

Liability and Promise to pay: Company agrees to be unconditionally and without limitation liable for all debits effectuated by the use of the card, whether authorize or unauthorized, whether utilized by employees or some other person, and whether arising from cards lost or stolen. All employees who are granted use of the card shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this agreement. Accordingly, such employees shall be jointly and severally liable with Company for any debts effectuated under the card issued to the respective employee, whether authorized or unauthorized, and whether arising from lost or stolen cards. In the event of a lost card or of unauthorized use of a card, First National Bank of Milaca should be notified by either calling 320-983-3101 or writing First National Bank of Milaca PO Box 38 Milaca, MN 56353.

Statements & Disputed Transactions: Each month Company will receive an account statement showing, among other things, all activity made by use of the card. Disputes shall be communicated to First National Bank of Milaca which shall include the cardholder and company name, dollar amount of any dispute or suspected error, the reference number and description of the dispute in error. Any communication regarding a dispute must be received within 60 days of the date of the monthly statement in which the incorrect entry first appeared. If First National Bank of Milaca received timely notice of any disputed transaction, it shall initiate the process to resolve all disputes within the appropriate timeframe.

Information Deemed Confidential: First National Bank of Milaca agrees that it will maintain all data relative to Company's accounts as confidential information and will exercise the same standard of care and security to protect such information as First National Bank of Milaca uses to protect its own confidential information. First National Bank of Milaca agrees to use such data exclusively for the providing of services to Company and employees hereunder and not to release such information to any another Party, except as may be required by law.

Termination: First National Bank of Milaca shall have the right, at its sole discretion, and up on 3 days notice t Company and employees to terminate Company's privileges hereunder.

Return of Cards: All cards shall be deemed canceled effective upon termination of this agreement and Company shall instruct the employees to cut in half all cards, and return them to First National Bank of Milaca. Company shall remain liable for all transactions or other chares incurred or arising by virtue of the use of a card prior to the termination date.

Amendments and Change in Terms: First National Bank of Milaca may from time to time amend the terms of this agreement to the extent allowed by applicable federal and state law. First National Bank of Milaca will notify Company by mail of such amendments, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice.

Refusal to Honor Cards: First National Bank of Milaca is not responsible for the refusal of anyone to honor the cards.

Service Fees: First National Bank of Milaca may charge Company a reasonable charge for photocopies and reprints which Company may request and for other special services as allowed by law.

Miscellaneous: If any provision of the agreement is determined to be unlawful or unenforceable for any reason, the remainder of the agreement will remain enforceable.

Governing Law: This agreement and all transactions hereunder shall be construed as contracts subject to applicable federal law and the laws of the State of Minnesota.

Collection of Costs: If First National Bank of Milaca hires an attorney to assist in collecting any amount due hereunder, or to enforce any right or remedy hereunder, Company agrees to pay First National Bank of Milaca of Milaca's reasonable attorney's fees and expenses, and any other as permitted by law.

Disclosure of Charges: The following charges may be assessed against Company by bank for the privileges being conveyed hereunder. Fees may be subject to sales tax.

Late Payment Fee:	\$20.00
Returned Check Fee:	20.00
Lost Card Replacement Fee:	10.00

City of Milaca
(company name)

The First National Bank of Milaca

By: _____

Officer _____

Printed Name: Mayor Harold Pedersen

Date: _____

CITY OF MILACA CREDIT CARD POLICY

Adopted: October 17, 2013

The Milaca City Council authorizes the use of credit cards for City business. The Credit Card will be used as another type of payment and is not intended to be an additional method for creating debt for the City.

Credit cards used by the City of Milaca will be approved by the City Council.

An employee who uses a credit card and does not adhere to the following rules guiding the use of the credit card may be personally liable for any misuse and may be subject to discipline according to the personnel policy.

1. The card may be used only for appropriate City business.
2. The credit card shall not be used for personal use.
3. The card shall not be used to obtain a cash advance.
4. An employee making a credit card purchase must ensure that there are budgeted funds available to pay for the purchase.
5. The City will pay off the credit card charges on a monthly basis.
6. The credit card user must notify the City Manager immediately if the card was lost or if the user suspects unauthorized use.
7. Credit cards will be kept secured by the City Treasurer and must be returned to the City Treasurer immediately after use.

8. Credit cards may only be used by employees designated by the City Manager and only upon signing an acknowledgement that they understand the credit card policy.
9. A credit card receipt and invoice or cash register receipt must be obtained for all credit card purchases and approved by the respective department head. Bills from credit card companies do not contain the detail necessary to satisfy the statutory requirement that claims presented to the City for payment must be in writing and itemized. Therefore, invoices and receipts for all items charged must be retained. A list of all credit card charges will be included with monthly expenditures for Council review and approval.
10. Any Credit Card Rewards earned while purchasing items for the City must be returned to the City.
11. The City of Milaca reserves the right to cancel any credit card at any time for any reason.

RESIDENTIAL

USAGE	0	1	2	3	4	5	6	7	8	9	10	11-15	16-20	21-30	31-40	OVER 41	TOTAL
# ACCTS	47	86	141	148	136	97	78	35	35	23	13	26	7	9	3	10	
OLD RATE	\$2,081.07	\$2,124.92	\$4,344.30	\$4,790.03	\$5,989.73	\$5,010.44	\$4,651.64	\$2,257.39	\$2,592.53	\$1,776.49	\$1,035.39	\$3,440.32	\$1,076.46	\$1,922.50	\$1,000.09	\$10,153.30	\$54,146.60
NEW RATE	\$2,132.07	\$2,189.42	\$4,450.05	\$4,899.53	\$6,091.48	\$5,173.44	\$4,807.64	\$2,333.89	\$2,680.03	\$1,840.24	\$1,074.39	\$3,541.82	\$1,115.46	\$1,990.50	\$1,033.09	\$10,467.80	\$55,825.85
INCREASE	\$51.00	\$64.50	\$105.75	\$109.50	\$201.75	\$168.00	\$156.00	\$76.50	\$87.50	\$63.75	\$39.00	\$101.50	\$39.00	\$68.00	\$33.00	\$314.50	\$1,679.25

COMMERCIAL

USAGE	0	1	2	3	4	5	6	7	8	9	10	11-15	16-20	21-30	31-40	OVER 41	TOTAL
# ACCTS	21	21	12	15	5	3	7	3	5	3	0	9	10	5	7	10	
OLD RATE	\$420.69	\$527.77	\$305.50	\$607.49	\$161.28	\$140.49	\$373.31	\$176.96	\$391.94	\$323.43		\$866.37	\$1,989.87	\$1,266.02	\$1,642.02	\$10,260.61	\$19,453.75
NEW RATE	\$436.45	\$543.45	\$313.40	\$622.82	\$167.40	\$145.83	\$387.59	\$183.79	\$404.53	\$331.74		\$899.62	\$2,112.90	\$1,326.25	\$1,796.87	\$11,082.30	\$20,754.94
INCREASE	\$15.76	\$115.68	\$7.90	\$115.33	\$6.12	\$5.34	\$14.28	\$6.83	\$12.59	\$8.31	\$0.00	\$33.25	\$123.03	\$60.23	\$154.85	\$821.69	\$1,301.19

OLD RATE

TOTAL RESIDENTIAL WATER \$34,573.55
 TOTAL RESIDENTIAL SEWER \$17,805.00

TOTAL COMMERCIAL WATER \$10,324.22
 TOTAL COMMERCIAL SEWER \$7,121.03

NEW RATE

TOTAL RESIDENTIAL WATER \$35,222.14
 TOTAL RESIDENTIAL SEWER \$18,805.41

TOTAL COMMERCIAL WATER \$10,910.72
 TOTAL COMMERCIAL SEWER \$7,688.03

Res
 Water Increase \$ 647.59
 Sewer Increase \$ 1000.41

Comm
 Water Increase \$ 586.50
 Sewer Increase \$ 567.00

CITY OF MILACA

Current Rate Report

Rate Number	Rate Name	Base Charge	Minimum Charge	Tier	From	To	Amount
Rate Number 1	1 Water	\$11.00	\$2.50	1	1	999999999	3.75
Rate Number 2	2 SEWER	\$2.00	\$8.25	1	1	999999999	2.5
Rate Number 3	3 COM SEWER	\$2.00	\$8.25	1	1	999999999	2.5
Rate Number 4	4 SEWER ONLY	\$0.00	\$17.00	1	1	999999999	17
Rate Number 5	5 COM WATER	\$11.00	\$2.50	1	1	20	3.75
	5 COM WATER	\$11.00	\$2.50	2	21	999999999	2.75
Rate Number 99	99 ZERO RATE	\$0.00	\$0.00	1	1	999999999	0

New Rate Report

Rate Number	Base Rate Name	Minimum Charge	Charge	Tier	From	To	Amount
Rate Number 1	1 Water	\$11.50	\$2.50	1	1	999999999	3.75
Rate Number 2	2 SEWER	\$2.00	\$8.50	1	1	999999999	2.75
Rate Number 3	3 COM SEWER	\$2.00	\$8.50	1	1	999999999	2.75
Rate Number 4	4 SEWER ONLY	\$0.00	\$20.00	1	1	999999999	20
Rate Number 5	5 COM WATER	\$11.50	\$2.50	1	1	30	3.75
	5 COM WATER	\$11.50	\$2.50	2	31	999999999	3.00
Rate Number 99	99 ZERO RATE	\$0.00	\$0.00	1	1	999999999	0

SINGLE RESIDENTIAL RATES

EFFECTIVE 04-01-10

May Billing - April Usage

USAGE	WATER BASE	\$3.75 CF	WATER TOTAL	MN Test Fee	SEWER BASE	\$2.50 CF	SEWER TOTAL	TOTAL BILL
0	\$11.00	\$2.50	\$13.50	\$0.53	\$2.00	\$8.25	\$10.25	\$24.28
1	\$11.00	\$3.75	\$14.75	\$0.53	\$2.00	\$8.25	\$10.25	\$25.53
2	\$11.00	\$7.50	\$18.50	\$0.53	\$2.00	\$8.25	\$10.25	\$29.28
3	\$11.00	\$11.25	\$22.25	\$0.53	\$2.00	\$8.25	\$10.25	\$33.03
4	\$11.00	\$15.00	\$26.00	\$0.53	\$2.00	\$10.00	\$12.00	\$38.53
5	\$11.00	\$18.75	\$29.75	\$0.53	\$2.00	\$12.50	\$14.50	\$44.78
6	\$11.00	\$22.50	\$33.50	\$0.53	\$2.00	\$15.00	\$17.00	\$51.03
7	\$11.00	\$26.25	\$37.25	\$0.53	\$2.00	\$17.50	\$19.50	\$57.28
8	\$11.00	\$30.00	\$41.00	\$0.53	\$2.00	\$20.00	\$22.00	\$63.53
9	\$11.00	\$33.75	\$44.75	\$0.53	\$2.00	\$22.50	\$24.50	\$69.78
10	\$11.00	\$37.50	\$48.50	\$0.53	\$2.00	\$25.00	\$27.00	\$76.03
11	\$11.00	\$41.25	\$52.25	\$0.53	\$2.00	\$27.50	\$29.50	\$82.28
12	\$11.00	\$45.00	\$56.00	\$0.53	\$2.00	\$30.00	\$32.00	\$88.53
13	\$11.00	\$48.75	\$59.75	\$0.53	\$2.00	\$32.50	\$34.50	\$94.78
14	\$11.00	\$52.50	\$63.50	\$0.53	\$2.00	\$35.00	\$37.00	\$101.03
15	\$11.00	\$56.25	\$67.25	\$0.53	\$2.00	\$37.50	\$39.50	\$107.28
16	\$11.00	\$60.00	\$71.00	\$0.53	\$2.00	\$40.00	\$42.00	\$113.53
17	\$11.00	\$63.75	\$74.75	\$0.53	\$2.00	\$42.50	\$44.50	\$119.78
18	\$11.00	\$67.50	\$78.50	\$0.53	\$2.00	\$45.00	\$47.00	\$126.03
19	\$11.00	\$71.25	\$82.25	\$0.53	\$2.00	\$47.50	\$49.50	\$132.28
20	\$11.00	\$75.00	\$86.00	\$0.53	\$2.00	\$50.00	\$52.00	\$138.53
21	\$11.00	\$78.75	\$89.75	\$0.53	\$2.00	\$52.50	\$54.50	\$144.78
22	\$11.00	\$82.50	\$93.50	\$0.53	\$2.00	\$55.00	\$57.00	\$151.03
23	\$11.00	\$86.25	\$97.25	\$0.53	\$2.00	\$57.50	\$59.50	\$157.28
24	\$11.00	\$90.00	\$101.00	\$0.53	\$2.00	\$60.00	\$62.00	\$163.53
25	\$11.00	\$93.75	\$104.75	\$0.53	\$2.00	\$62.50	\$64.50	\$169.78
26	\$11.00	\$97.50	\$108.50	\$0.53	\$2.00	\$65.00	\$67.00	\$176.03
27	\$11.00	\$101.25	\$112.25	\$0.53	\$2.00	\$67.50	\$69.50	\$182.28
28	\$11.00	\$105.00	\$116.00	\$0.53	\$2.00	\$70.00	\$72.00	\$188.53
29	\$11.00	\$108.75	\$119.75	\$0.53	\$2.00	\$72.50	\$74.50	\$194.78
30	\$11.00	\$112.50	\$123.50	\$0.53	\$2.00	\$75.00	\$77.00	\$201.03
31	\$11.00	\$116.25	\$127.25	\$0.53	\$2.00	\$77.50	\$79.50	\$207.28
32	\$11.00	\$120.00	\$131.00	\$0.53	\$2.00	\$80.00	\$82.00	\$213.53
33	\$11.00	\$123.75	\$134.75	\$0.53	\$2.00	\$82.50	\$84.50	\$219.78
34	\$11.00	\$127.50	\$138.50	\$0.53	\$2.00	\$85.00	\$87.00	\$226.03
35	\$11.00	\$131.25	\$142.25	\$0.53	\$2.00	\$87.50	\$89.50	\$232.28
36	\$11.00	\$135.00	\$146.00	\$0.53	\$2.00	\$90.00	\$92.00	\$238.53
37	\$11.00	\$138.75	\$149.75	\$0.53	\$2.00	\$92.50	\$94.50	\$244.78
38	\$11.00	\$142.50	\$153.50	\$0.53	\$2.00	\$95.00	\$97.00	\$251.03
39	\$11.00	\$146.25	\$157.25	\$0.53	\$2.00	\$97.50	\$99.50	\$257.28
40	\$11.00	\$150.00	\$161.00	\$0.53	\$2.00	\$100.00	\$102.00	\$263.53

SINGLE RESIDENTIAL RATES

2013 INCREASE

USAGE	WATER BASE	\$3.75 CF	WATER TOTAL	MN Test Fee	SEWER BASE	\$2.75 CF	SEWER TOTAL	TOTAL BILL
0	\$11.50	\$2.50	\$14.00	\$0.53	\$2.75	\$8.50	\$11.25	\$25.78
1	\$11.50	\$3.75	\$15.25	\$0.53	\$2.75	\$8.50	\$11.25	\$27.03
2	\$11.50	\$7.50	\$19.00	\$0.53	\$2.75	\$8.50	\$11.25	\$30.78
3	\$11.50	\$11.25	\$22.75	\$0.53	\$2.75	\$8.50	\$11.25	\$34.53
4	\$11.50	\$15.00	\$26.50	\$0.53	\$2.75	\$11.00	\$13.75	\$40.78
5	\$11.50	\$18.75	\$30.25	\$0.53	\$2.75	\$13.75	\$16.50	\$47.28
6	\$11.50	\$22.50	\$34.00	\$0.53	\$2.75	\$16.50	\$19.25	\$53.78
7	\$11.50	\$26.25	\$37.75	\$0.53	\$2.75	\$19.25	\$22.00	\$60.28
8	\$11.50	\$30.00	\$41.50	\$0.53	\$2.75	\$22.00	\$24.75	\$66.78
9	\$11.50	\$33.75	\$45.25	\$0.53	\$2.75	\$24.75	\$27.50	\$73.28
10	\$11.50	\$37.50	\$49.00	\$0.53	\$2.75	\$27.50	\$30.25	\$79.78
11	\$11.50	\$41.25	\$52.75	\$0.53	\$2.75	\$30.25	\$33.00	\$86.28
12	\$11.50	\$45.00	\$56.50	\$0.53	\$2.75	\$33.00	\$35.75	\$92.78
13	\$11.50	\$48.75	\$60.25	\$0.53	\$2.75	\$35.75	\$38.50	\$99.28
14	\$11.50	\$52.50	\$64.00	\$0.53	\$2.75	\$38.50	\$41.25	\$105.78
15	\$11.50	\$56.25	\$67.75	\$0.53	\$2.75	\$41.25	\$44.00	\$112.28
16	\$11.50	\$60.00	\$71.50	\$0.53	\$2.75	\$44.00	\$46.75	\$118.78
17	\$11.50	\$63.75	\$75.25	\$0.53	\$2.75	\$46.75	\$49.50	\$125.28
18	\$11.50	\$67.50	\$79.00	\$0.53	\$2.75	\$49.50	\$52.25	\$131.78
19	\$11.50	\$71.25	\$82.75	\$0.53	\$2.75	\$52.25	\$55.00	\$138.28
20	\$11.50	\$75.00	\$86.50	\$0.53	\$2.75	\$55.00	\$57.75	\$144.78
21	\$11.50	\$78.75	\$90.25	\$0.53	\$2.75	\$57.75	\$60.50	\$151.28
22	\$11.50	\$82.50	\$94.00	\$0.53	\$2.75	\$60.50	\$63.25	\$157.78
23	\$11.50	\$86.25	\$97.75	\$0.53	\$2.75	\$63.25	\$66.00	\$164.28
24	\$11.50	\$90.00	\$101.50	\$0.53	\$2.75	\$66.00	\$68.75	\$170.78
25	\$11.50	\$93.75	\$105.25	\$0.53	\$2.75	\$68.75	\$71.50	\$177.28
26	\$11.50	\$97.50	\$109.00	\$0.53	\$2.75	\$71.50	\$74.25	\$183.78
27	\$11.50	\$101.25	\$112.75	\$0.53	\$2.75	\$74.25	\$77.00	\$190.28
28	\$11.50	\$105.00	\$116.50	\$0.53	\$2.75	\$77.00	\$79.75	\$196.78
29	\$11.50	\$108.75	\$120.25	\$0.53	\$2.75	\$79.75	\$82.50	\$203.28
30	\$11.50	\$112.50	\$124.00	\$0.53	\$2.75	\$82.50	\$85.25	\$209.78
31	\$11.50	\$116.25	\$127.75	\$0.53	\$2.75	\$85.25	\$88.00	\$216.28
32	\$11.50	\$120.00	\$131.50	\$0.53	\$2.75	\$88.00	\$90.75	\$222.78
33	\$11.50	\$123.75	\$135.25	\$0.53	\$2.75	\$90.75	\$93.50	\$229.28
34	\$11.50	\$127.50	\$139.00	\$0.53	\$2.75	\$93.50	\$96.25	\$235.78
35	\$11.50	\$131.25	\$142.75	\$0.53	\$2.75	\$96.25	\$99.00	\$242.28
36	\$11.50	\$135.00	\$146.50	\$0.53	\$2.75	\$99.00	\$101.75	\$248.78
37	\$11.50	\$138.75	\$150.25	\$0.53	\$2.75	\$101.75	\$104.50	\$255.28
38	\$11.50	\$142.50	\$154.00	\$0.53	\$2.75	\$104.50	\$107.25	\$261.78
39	\$11.50	\$146.25	\$157.75	\$0.53	\$2.75	\$107.25	\$110.00	\$268.28
40	\$11.50	\$150.00	\$161.50	\$0.53	\$2.75	\$110.00	\$112.75	\$274.78

[Print](#)

Milaca, MN Code of Ordinances

CHAPTER 73: RECREATIONAL VEHICLES

Section

Snowmobiles and ATVs

- 73.01 Definitions
- 73.02 Intent
- 73.03 Operation on street
- 73.04 Unlawful operation
- 73.05 Unlawful operation on streets and the like
- 73.06 Equipment
- 73.07 Age restrictions
- 73.08 Emergency operation
- 73.09 Organized RMV events

Motorized Golf Carts

- 73.20 Use on city streets authorized
- 73.21 State statute adopted by reference
- 73.22 Permit required
- 73.23 Restricted streets; exceptions
- 73.24 Operation; visibility requirement
- 73.25 Slow moving vehicle emblem
- 73.26 Operator rights and duties; traffic regulations apply
- 73.27 Permit requirements
- 73.28 Disclaimer
- 73.29 Violation
- 73.99 Penalty

Cross-reference:

Fees, Charges, and Rates, see Ch. 34

SNOWMOBILES AND ATVS

§ 73.01 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

OPERATE. To ride in or on and control the operation of an RMV.

OPERATOR. Every person who operates or is in actual physical control of an RMV.

OWNER. A person, other than a person with a security interest, having a property interest in or title to an RMV and entitled to the use and possession of the vehicle.

PERSON. Includes an individual, partnership, corporation, the state and its agencies and subdivisions and any body of persons, whether incorporated or not.

PUBLIC ROAD RIGHT-OF-WAY. The entire right-of-way of a public road, including the traveled portions, banks, ditches, shoulders and medians of a roadway that is not privately owned.

RECREATIONAL MOTOR VEHICLE (RMV). A self-propelled vehicle designed for travel on snow, ice or natural terrain steered by wheels, skis or runners. Snowmobiles and all-terrain vehicles (ATV) are RMVs.

REGISTER. The act of assigning a registration number to an RMV.

SNOWMOBILE TRAILS. The property designated and posted for use by RMVs.

STREET. Any public roadway, including streets, highways and alleys.

(Ord. 371, passed 11-15-07)

§ 73.02 INTENT.

It is the intent of this subchapter to limit the use of snowmobiles and ATVs within the city. Persons riding snowmobiles and ATVs may travel only the most direct route to travel to and from recreational trails outside the city but may not use city streets for excursion driving.

(Ord. 371, passed 11-15-07)

§ 73.03 OPERATION ON STREET.

(A) (1) All provisions of this title as to traffic regulation and parking shall apply to the operation of RMVs upon the streets and other public property of this municipality, except for those relating to required equipment and except those which by their nature have no application.

(2) All provisions of the Highway Traffic Regulations Act, M.S. Ch. 169, as it may be amended from time to time, and all ordinances of the city regulating traffic shall apply to the operation of RMVs upon streets and highways, except those which by their nature have no application.

(B) When operating an RMV upon a street, all such operation shall be at the extreme right of the

street as near to the curb or shoulder thereof as practical under the circumstances.

(C) No person shall operate an RMV upon the roadway, shoulder or inside bank or slope of any trunk, county state aid or county highway in the city.

(D) An RMV may make a direct crossing of a street or highway, provided:

(1) The crossing is made at an angle of approximately 90 degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;

(2) The RMV is brought to a complete stop before crossing the shoulder or main traveled way of the highway;

(3) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and/or

(4) If the crossing is made between the hours of one-half hour before sunset to one-half hour before sunrise or in conditions of reduced visibility, only if both front and rear lights are on.

(E) No person shall operate an RMV within the corporate limits of this municipality between the hours of 10:00 p.m. and sunrise, except that occasional operation upon a public street or a city approved trail or path after said hour shall be permitted when the operator is proceeding directly to his or her home from outside the municipality.

(F) When two or more RMVs shall be operated together or as a group, they shall stay in single file while operating upon any street and not more than three RMVs shall proceed in any single group.

(Ord. 371, passed 11-15-07) Penalty, see § 73.99

§ 73.04 UNLAWFUL OPERATION.

Unless otherwise noted, it is unlawful for any person to operate an RMV:

(A) ~~At any place while under the influence of alcohol or of a controlled substance, as defined in or referred to in state statutes as it may be amended from time to time, which statutes are hereby incorporated herein by reference;~~

(B) At any rate of speed greater than 20 miles per hour on city streets;

(C) In a careless, reckless or negligent manner or heedlessly in disregard of the rights or safety of others, or in a manner so as to endanger, or be likely to endanger, or cause injury or damage to any person or property;

(D) So as to tow any person or thing on a public street or highway;

(E) In a manner so as to create loud, unnecessary or unusual noise so as to disturb or interfere with the peace and quiet of other persons;

(F) Unless the RMV has been registered or licensed as required by state statutes;

(G) Unless the driver is in possession of a valid driver's license (not required for snowmobile use);

(H) On airport property; and/or

(I) Without fully complying with the provisions of M.S. §§ 84.81 through 84.915, inclusive, and M.S. §§ 84.92 through 84.929, inclusive, and as may be amended from time to time, and all rules and regulations promulgated thereunder, and all other state statutes regulating such activities, which statutes and rules and regulations are hereby adopted and made a part hereof.

(Ord. 371, passed 11-15-07) Penalty, see § 73.99

§ 73.05 UNLAWFUL OPERATION ON STREETS AND THE LIKE.

Except as herein permitted, it shall be unlawful for any person to operate an RMV in the city under the following circumstances:

(A) On private property without the express permission to do so by the owner and occupant of the property;

(B) On public school grounds, park property, playgrounds, winter recreational areas, golf courses, cemeteries or any other public places, except on posted "Snowmobile Trail" locations, unless the operator has the express permission by the proper public authority;

(C) No RMV shall be operated on public sidewalks or boulevards;

(D) On the portion of any public road right-of-way used for motor vehicle travel or the roadway of a state, trunk, county state aid or county highway, except that a city street may be used only to gain access to and from those areas not restricted by this subchapter. Except where prohibited by state statutes or other provisions of this subchapter, RMVs may also be operated upon the ditch bottom or outside of trunk, county state aid and county highways where such highways lie within the corporate limits of the city;

(E) No RMV shall enter any intersection without yielding the right-of-way to any vehicles or pedestrians at the intersection or so close to the intersection as to constitute an immediate hazard;

(F) ~~The operator of an RMV shall make every effort to be visible to oncoming traffic from any direction.~~

(G) Only the operator of the RMV shall be on the vehicle. No RMV shall be operated with any additional passengers except, as provided by state statutes, a parent or guardian may operate an ATV carrying one passenger who is under 16 years of age and who wears a safety helmet approved by the Minnesota Commissioner of Public Safety.

(Ord. 371, passed 11-15-07) Penalty, see § 73.99

§ 73.06 EQUIPMENT.

No RMV shall be operated within the city unless it shall have the following equipment:

(A) Mufflers which are properly attached, which are in good working order and which blends the exhaust noise into the overall RMV noise, is in constant operation to prevent excessive or unusual noise as is required by law and the rules and regulations of the state pertaining thereto, and no person shall use a muffler cut-out, by-pass, straight pipe or any similar device on a snowmobile;

(B) At least one headlamp, one tail lamp, each a minimum candle power as prescribed by regulations of the state, reflector material of a minimum area of 16 square inches mounted on each side forward of the handlebars;

(C) Brakes adequate to control the movement of and to stop and hold the RMV under any condition of operation; and

(D) A safety or so-called "dead-man" throttle in operating condition; a **SAFETY** or **DEAD-MAN THROTTLE** is defined as a device which, when pressure is removed from the accelerator or throttle, causes the RMV to come to a stop.

(Ord. 371, passed 11-15-07) Penalty, see § 73.99

§ 73.07 AGE RESTRICTIONS.

No person shall operate an RMV in violation of the age requirements established by state statutes.

(Ord. 371, passed 11-15-07) Penalty, see § 73.99

§ 73.08 EMERGENCY OPERATION.

Notwithstanding any prohibitions in this subchapter, an RMV may be operated on a public thoroughfare in an emergency during the periods of time when, and at all locations where, snow upon the roadway renders travel by automobile impractical.

(Ord. 371, passed 11-15-07)

§ 73.09 ORGANIZED RMV EVENTS.

In accordance with M.S. § 84.87, subd. 1a., as it may be amended from time to time, and M.S. § 84.87, subd. 3, ~~nothing in this subchapter shall prohibit the use of RMVs within the city in organized events or contests, provided the organized events or contests are conducted as hereinafter set forth.~~

(A) *Authorization.* Any incorporated veterans' organization and/or club, incorporated religious corporation or non-profit corporations may organize and conduct within the incorporated limits of the city an organized RMV event or RMV contest, provided the organization shall first apply to the city for and obtain a permit authorizing such organized RMV event or RMV contest.

(B) *Term.* The permits issued for said organized RMV event or contest may be for one, two, but not more than three consecutive days.

(C) *Permit required.* No organized RMV event or RMV contest shall be conducted within the city unless the sponsoring organization shall have first obtained from the city a permit therefore as provided herein, which the organizing corporation shall comply with all terms and conditions of this subchapter and of the permit issued pursuant hereto.

(D) *Application.* Any corporation as herein defined desiring to obtain a permit to give or hold or conduct an organized RMV event or RMV contest shall make verified application to City Hall upon blanks to be furnished by the City Manager. The application shall set forth in reasonable detail the dates, hours, place or places, description of event or contest to be conducted, description of security

facilities and personnel, if any, and information as the Chief of Police of the city may thereafter demand. The application shall also be accompanied by acceptable documentary evidence that the applicant has or will have in force public liability insurance which will protect both the city and all members of the public who might attend the organized event and which insurance shall be in a minimum of \$600,000. The applicant shall pay to the city at the time of application a fee in an amount as the Council of this city shall set from time to time hereafter. The Chief of Police shall thereupon investigate the applying organization, the application for permit and all related fact-statements made therein and make a report to the City Council recommending either issuance or rejection of the application for permit.

(E) *Issuance of permit.* The Manager of this city, upon approval by the City Council, may issue a permit authorizing the applicant to organize and conduct such RMV organized event or RMV contest within the city for a period not to exceed three consecutive days.

(1) The Manager is hereby authorized, upon recommendation of the Chief of Police, to suspend and/or alter and change existing city ordinance and regulations regulating the operation of snowmobiles within the city so as to permit the operation thereof, under different terms and conditions, in said RMV organized events.

(2) The Manager may authorize operating a RMV during said organized RMV event on any public property and/or city-owned property, and further, may establish minimum required safety regulations and provisions to govern the operation of RMV during such RMV organized events.

(a) These regulations and provisions may include authorizing persons 12 years of age or older to so operate, providing that each such snowmobile operator shall have in his or her immediate possession a valid state snowmobile safety certificate.

(b) The said terms, regulations and provisions may also require the wearing by all RMV operators at all times of state-approved safety helmets.

(Ord. 371, passed 11-15-07)

MOTORIZED GOLF CARTS

§ 73.20 USE ON CITY STREETS AUTHORIZED.

(A) The state legislature has authorized the use of motorized golf carts on city streets, and the City Council finds there are persons within the city who would benefit from this use.

(B) The use of these motorized carts is hereby authorized subject to the conditions set forth in the code of ordinances and state law.

(Ord. 98-4, passed 7-16-98)

§ 73.21 STATE STATUTE ADOPTED BY REFERENCE.

The provisions of M.S. §§ 169.045 and 169.522, as amended, are hereby incorporated into this code by reference as if set out in full herein.

§ 73.22 PERMIT REQUIRED.

Only persons who have a valid permit issued by the city under the conditions in § 73.27 may operate a cart on any city street.

(Ord. 98-4, passed 7-16-98) Penalty, see § 10.99

§ 73.23 RESTRICTED STREETS; EXCEPTIONS.

(A) (1) Motorized golf carts may be operated on city streets except those listed in Chapter 74, Schedule V.

(2) Restricted streets may be crossed only as provided in Chapter 74, Schedule V, or if crossings are not listed therein, may be crossed only at intersections in the most direct available route.

(3) Motorized golf carts shall not be operated in any public park except on driving surfaces.

(B) (1) When a person holding a valid permit resides on a restricted street or highway, the permit holder may use the most direct route available to reach an authorized route from that residence, but shall not operate the cart on any other street restricted as a cart route.

(2) If a person's destination is located on a restricted street or highway, the permit holder must park his or her cart on a permitted route and then walk or provide other legally permitted transportation to the destination.

(Ord. 98-4, passed 7-16-98) Penalty, see § 10.99

§ 73.24 OPERATION; VISIBILITY REQUIREMENT.

Motorized golf carts may only be operated on permitted routes from sunrise to sunset. They shall be operated as reasonably close to the right side of the road as safety will permit. They shall not be operated in inclement weather or when visibility is impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient light to clearly see persons in vehicles on the roadway at a distance of 500 feet.

(Ord. 98-4, passed 7-16-98) Penalty, see § 10.99

§ 73.25 SLOW MOVING VEHICLE EMBLEM.

Motorized golf carts shall display the slow moving vehicle emblem provided for in M.S. § 169.522, as amended from time to time, when operated on any city street.

(Ord. 98-4, passed 7-16-98) Penalty, see § 10.99

§ 73.26 OPERATOR RIGHTS AND DUTIES; TRAFFIC REGULATIONS APPLY.

Every person operating a motorized golf cart under permit on permitted routes has all of the rights and duties applicable to the driver of any other motor vehicle under the provisions of M.S. Chapter

169, as amended from time to time, except when those provisions cannot be reasonably applied to motorized golf carts and except as otherwise specifically provided in M.S. § 169.045(7), as amended from time to time.

(Ord. 98-4, passed 7-16-98)

§ 73.27 PERMIT REQUIREMENTS.

(A) Each person desiring a permit for the operation of a motorized golf cart must be 18 years of age and submit an application provided by the city accompanied by an application fee as established by the City Council by resolution.

(B) Each application shall show evidence of the name and address of the applicant, evidence of insurance which meets the requirements of M.S. § 65B.48(5), as amended from time to time, and other information as the city may require.

(C) Each permit must be renewed annually and each renewal must meet the requirements set forth in this section.

(D) A permit may be revoked at any time if it is shown the permittee cannot safely operate the motorized golf cart on the designated routes or if the person has had a valid driver's license suspended, revoked, or canceled.

(Ord. 98-4, passed 7-16-98)

(E) Each person desiring a permit for the operation of a motorized golf cart shall show proof of a valid driver's license, or the permit shall be denied.

(Ord. 98-5, passed 9-17-98)

§ 73.28 DISCLAIMER.

Nothing in this subchapter shall be construed as an assumption of liability by the city for any injuries to persons or property which may result from the operation of a motorized golf cart by a permit holder or the failure by the city to revoke a permit.

(Ord. 98-4, passed 7-16-98)

§ 73.29 VIOLATION.

Any person violating any of the provisions of this subchapter shall be guilty of a misdemeanor.

(Ord. 98-4, passed 7-16-98) Penalty, see § 10.99

§ 73.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99

(B) Any person violating the terms of §§ 73.01 - 73.09 shall be guilty of a misdemeanor and, upon conviction thereof, be penalized by up to 90 days in jail and/or a fine in the amount of \$1,000.

(Ord. 371, passed 11-15-07)