

MILACA CITY COUNCIL AGENDA
OCTOBER 20, 2011

6:30

Call meeting to order
Roll Call

Consent Agenda

Minutes of the September 15 regular council meeting
Bills for payment
Resolution No. 11 – 36 Assessing unpaid mowing costs
Resolution No. 11 – 37 Airport grant agreement
Approve transient merchant application
Adopting Police Department Policies
 1. Administrative forfeiture policy
 2. Body Armor policy
 3. Officer-involved domestic violence policy
Adopting Fund Balance policy
City Treasurer's report

Citizens Forum

Public Hearing

Requests and Communications

Museum security system

Ordinances and Resolutions

Resolution No. 11 – 38 Assessing costs related to removal of hazardous building
Resolution No. 11 – 39 JPA with MN Bureau of Criminal Apprehension

Reports of Boards and Commissions

Planning commission
Economic Development commission
Airport commission
Parks commission
Downtown Initiative

Unfinished Business

New Business

North Ambulance
City Attorney report

Council Comments

Adjourn

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

MILACA CITY COUNCIL MINUTES
SEPTEMBER 15, 2011

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

Staff present: Lerud, Gann, and Schieffer

Others present: Luther Dorr and Marie Voigt

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

1. Minutes of the August 18 regular council meeting.
2. General bills, 811182E-811187E, #37888-37893, #37951-37961, #37964-38012, totaling \$281,444.93; Liquor bills, 911030E-911033E, #21887-21905, #21934-21946, totaling \$160,375.86.
3. RESOLUTION NO. 11 – 29 POLICE OFFICER DESIGNATION (entire text appears in Resolution book.)
4. RESOLUTION NO. 11 – 30 RESOLUTION ASSESSING MOWING COSTS (entire text appears in Resolution book.)
5. RESOLUTION NO. 11 – 31 RESOLUTION ASSESSING UNPAID WATER/SEWER BILL (entire text appears in Resolution book.)
6. RESOLUTION NO. 11 – 32 A RESOLUTION ASSESSING AN UNPAID WATER SERVICE CHARGE (entire text appears in Resolution book.)
7. City Treasurer's report.

All present voted in favor.

Mayor Pedersen opened citizen's forum. City Attorney Schieffer introduced Marie Voigt. He said that she has been the legal assistant for their firm and her internship is coming to an end next week.

No one else came forward.

Mayor Pedersen closed citizen's forum.

Council member Bekius offered Resolution No. 11 – 33 and moved for its adoption, second by Dillan

RESOLUTION NO. 11 – 33
RESOLUTION APPROVING THE PRELIMINARY 2012 BUDGET AND PROPOSED 2012 TAX LEVY
(entire text appears in Resolution book)

Mayor Pedersen asked what the schedule was for replacing the pedestrian walking bridge. Council member Bekius said that it is not going to happen this year due to delays at the state. Lerud said that the shutdown and delays at the DNR have made this a 2012 project. He said even if a contract was sent up today, it would not be possible to prepare plans and specifications and get the project done yet this year. Lerud said that any funds the city spends prior to the contract with the State will not be reimbursed. After a brief discussion about the budget, all voted in favor of the Resolution.

Toven arrived at 6:40.

Council member Johnson offered Resolution No. 11 – 34 and moved for its adoption

RESOLUTION NO. 11 – 34
A RESOLUTION VACATING EASEMENTS
(entire text appears in Resolution book)

Lerud said the public hearing was held on Monday and there was an underlying easement on the properties owned by Teal's Market that is no longer needed. He said the utilities are on the west side of the existing 15 foot easement. He said the city does not have any utilities in this area.

Upon voting all present voted in favor.

Council member Bekius offered Resolution No. 11 – 35 and moved for its adoption, second by Dillan

RESOLUTION NO. 11 – 35
A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT SUBMITTED BY ROGER AND CHERYL
TEAL AND TITLED TEALS MARKET SQUARE
(entire text appears in the Resolution book)

Lerud said the planning commission held the public hearing on Monday, and the purpose of the plat is to create one parcel, rather than a number of different parcels. All present voted in favor.

Council member Bekius said the only item on the planning commission agenda was the public hearings for the plat and easement vacation.

Lerud said the economic development commission did not meet in August because there were only three members present. He said they meet tomorrow morning.

A letter from Council member Muller regarding fuel sales was presented.

Mayor Pedersen said the parks commission met on Tuesday night and they were asking about the pedestrian walking bridge and dam removal project. Council member Dillan said that planning in earnest for the disc golf will begin after the Mega Meet. Mayor Pedersen said the planning commission will be looking for volunteers to help with committees for Rec Fest.

Council member Dillan said that the downtown group met last night, and Jeff Brown at Granite Ledge Electric brought some information about street lighting, and there is discussion for a couple of preliminary projects next summer, and a time line for larger projects in the future.

Lerud said he received a call from the neighbor to the east of the jail regarding the curb being painted for no parking on the west side of the 200 block of 7th Avenue SE. Lerud gave the background on this half block. He said he did some checking and couldn't find anywhere that the city gave permission for this to be marked as no parking. Lerud said he contacted the county asking if they had information, and while he didn't hear a response, the curb was painted yellow.

The neighbor said he didn't mind if it was no parking, but he said if the west side was to be no parking, he wanted the east side painted for no parking as well. Mayor Pedersen said he sees no advantage to having that area designated as no parking. He said the city has encouraged the county to have their employees use the lot to the south, and the only option might be some time restrictive parking in that area. After a brief discussion the council directed Lerud to contact the county to have them remove both the white and the yellow paint from the west side of 7th Avenue SE and to keep street parking available.

Mayor Pedersen called for council comments. There were none.

With no other business a motion to adjourn was made by Johnson, second by Bekius, all present voted in favor and the meeting adjourned at 6:55 p.m.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

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SEPTEMBER 2011

Check Amt Invoice Comment

10100 General Bank

Paid Chk# 811196E 9/20/2011		CENTERPOINT ENERGY			
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 101-43000-381	Utilities	\$58.34	5826633		NATURAL GAS-PW
E 101-41940-381	Utilities	\$23.32	5831068		NATURAL GAS-CITY HALL
E 101-42280-381	Utilities	\$13.26	6122593		NATURAL GAS-FIRE
E 101-45500-381	Utilities	\$28.95	7142283		NATURAL GAS-LIBRARY
Total CENTERPOINT ENERGY		\$162.35			

Paid Chk# 811197E 9/7/2011		EAST CENTRAL ENERGY			
E 603-49450-381	Utilities	\$35.00	201875902		ELECTRIC
E 603-49450-381	Utilities	\$71.20	203981301		ELECTRIC
E 101-43000-380	Street Lights	\$2,696.24	204619700		ELECTRIC
E 101-45200-381	Utilities	\$45.73	205400900		ELECTRIC
E 602-49400-381	Utilities	\$1,368.20	206041500		ELECTRIC
E 101-45500-381	Utilities	\$968.08	206085200		ELECTRIC
E 602-49400-381	Utilities	\$577.86	206734200		ELECTRIC
E 101-45200-381	Utilities	\$31.11	5379600		ELECTRIC
E 101-49810-381	Utilities	\$119.75	5448100		ELECTRIC
E 101-42110-437	Other Miscellaneous	\$59.69	6302100		ELECTRIC
E 603-49450-381	Utilities	\$105.34	6678100		ELECTRIC
E 101-42280-381	Utilities	\$218.89	6751501		ELECTRIC
E 101-42280-381	Utilities	\$289.26	7546001		ELECTRIC
E 101-41940-381	Utilities	\$863.80	8145502		ELECTRIC
E 101-49810-381	Utilities	\$54.60	830700		ELECTRIC
E 101-49810-381	Utilities	\$169.24	831000		ELECTRIC
E 101-43000-380	Street Lights	\$253.30	831300		ELECTRIC
E 101-43000-381	Utilities	\$577.68	831500		ELECTRIC
E 603-49450-381	Utilities	\$1,079.13	832000		ELECTRIC
E 602-49400-381	Utilities	\$61.29	832100		ELECTRIC
E 101-45600-381	Utilities	\$177.08	832400		ELECTRIC
E 603-49450-381	Utilities	\$88.14	832500		ELECTRIC
E 603-49450-381	Utilities	\$130.70	832600		ELECTRIC
E 602-49400-381	Utilities	\$111.00	833100		ELECTRIC
E 602-49400-381	Utilities	\$70.17	833300		ELECTRIC
E 101-45200-381	Utilities	\$27.88	833400		ELECTRIC
E 101-45200-381	Utilities	\$212.44	833600		ELECTRIC
E 208-49010-381	Utilities	\$217.65	9084202		ELECTRIC
E 602-49400-381	Utilities	\$86.46	970110800		ELECTRIC
E 101-42110-437	Other Miscellaneous	\$28.87	97017300		ELECTRIC
Total EAST CENTRAL ENERGY		\$10,795.78			

Paid Chk# 811198E 9/15/2011		MILACA LOCAL LINK			
E 619-49900-321	Telephone	\$96.24	320-982-1099		PHONE SERVICE-DEP REG
E 101-45500-321	Telephone	\$39.10	320-982-1549		ALARM LINE - LIBRARY
E 101-42280-321	Telephone	\$87.92	320-982-3465		PHONE SERVICE-FIRE
Total MILACA LOCAL LINK		\$223.26			

Paid Chk# 811199E 9/9/2011		UNION SECURITY INSURANCE CO.			
G 101-21707	Disability	\$327.12	4022335-0-1		LTD-SEPT
Total UNION SECURITY INSURANCE CO.		\$327.12			

Paid Chk# 811200E 9/30/2011		INCONTACT INC			
E 101-42280-321	Telephone	\$7.94	4020342		LONG DISTANCE SERVICE-FIRE
E 101-41940-321	Telephone	\$47.37	4020370		LONG DISTANCE SERVICE-CITY HALL
E 101-43000-321	Telephone	\$8.35	4020375		LONG DISTANCE SERVICE-PW
E 101-42110-321	Telephone	\$46.13	4021370		LONG DISTANCE SERVICE-PD

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SEPTEMBER 2011

	Check Amt	Invoice	Comment
E 619-49900-321 Telephone	\$6.55	4021396	LONG DISTANCE SERVICE-DEP REG
E 101-41940-321 Telephone	\$11.85	4021397	LONG DISTANCE SERVICE-LIQUOR
E 602-49400-321 Telephone	\$1.83	4021432	LONG DISTANCE SERVICE-WATER
E 101-45200-321 Telephone	\$13.73	4580547	LONG DISTANCE SERVICE-PARKS
Total INCONTACT INC	\$143.75		
10100 General Bank	\$11,652.26		

Fund Summary

10100 General Bank	
101 GENERAL FUND	\$7,526.26
208 CHARITABLE GAMBLING FUND	\$236.89
602 WATER FUND	\$2,276.81
603 SEWER FUND	\$1,509.51
619 DEPUTY REGISTRAR FUND	\$102.79
	\$11,652.26

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OCTOBER 2011

Check Amt Invoice Comment

10100 General Bank

Paid Chk#		Date	Vendor		Check Amt	Invoice	Comment
038031		10/18/2011	FRONTIER				
E 602-49400-321	Telephone			\$1.92	320-983-0121	PHONE SVC-WATER	
E 101-49810-321	Telephone			\$43.44	320-983-2648	PHONE SVC-AIRPORT	
E 101-45500-321	Telephone			\$16.20	320-983-3141	PHONE SVC-LIBRARY	
E 101-41940-321	Telephone			\$186.81	320-983-3141	PHONE SVC-CITY HALL	
E 101-41940-321	Telephone			\$47.89	320-983-3142	PHONE SVC-CITY HALL	
E 619-49900-321	Telephone			\$89.72	320-983-3143	PHONE SVC-DEP REG	
E 101-42280-321	Telephone			\$48.07	320-983-3465	PHONE SVC-FIRE	
E 101-45200-321	Telephone			\$43.80	320-983-5729	PHONE SVC-PARKS	
E 602-49400-321	Telephone			\$143.42	320-983-6134	PHONE SVC-WATER	
E 101-42110-321	Telephone			\$94.09	320-983-6166	PHONE SVC-POLICE	
E 101-43000-321	Telephone			\$101.17	320-983-6547	PHONE SVC-PW	
Total FRONTIER				\$816.53			
038032		10/18/2011	SPRINT PCS				
E 101-42280-321	Telephone			\$33.71		OCT CELL SVC	
E 101-45200-321	Telephone			\$33.72		OCT CELL SVC	
E 101-43000-321	Telephone			\$33.72		OCT CELL SVC	
Total SPRINT PCS				\$101.15			
038033		10/20/2011	ALERT ALL CORPORATION				
E 101-42280-217	Other Operating Supplies			\$657.60	211090110	FIRE PREVENTION	
Total ALERT ALL CORPORATION				\$657.60			
038034		10/20/2011	ALEX AIR APPARATUS, INC.				
E 101-42280-240	Small Tools and Minor Equip			\$654.45	20555	110 VOLT ADAPTER	
Total ALEX AIR APPARATUS, INC.				\$654.45			
038035		10/20/2011	ALL STATE COMMUNICATIONS				
E 101-41940-309	EDP, Software and Design			\$800.00	60037-10	SEPT NETWORK	
Total ALL STATE COMMUNICATIONS				\$800.00			
038036		10/20/2011	AMERICAN SWING PRODUCTS INC				
E 101-45200-437	Other Miscellaneous			\$1,010.15	28687	SWING SET SUPPLIES	
Total AMERICAN SWING PRODUCTS INC				\$1,010.15			
038037		10/20/2011	AMERIPRIDE				
E 101-45500-310	Other Professional Services			\$25.33	2200155439	RUGS - LIBRARY	
E 619-49900-310	Other Professional Services			\$16.95	2200155440	RUGS - DEP REG	
E 101-41940-310	Other Professional Services			\$7.74	2200155440	RUGS - CITY	
E 101-45500-310	Other Professional Services			\$25.33	2200160546	RUGS - LIBRARY	
E 619-49900-310	Other Professional Services			\$16.95	2200160547	RUGS - DEP REG	
E 101-41940-310	Other Professional Services			\$7.74	2200160547	RUGS - CITY	
Total AMERIPRIDE				\$100.04			
038038		10/20/2011	APPROVED EQUAL CO.				
E 101-45500-310	Other Professional Services			\$57.50	10961	TEMPERATURE CONTROLS SERVICE	
Total APPROVED EQUAL CO.				\$57.50			
038039		10/20/2011	ARCHIBALD, JOHN				
E 101-43000-434	Uniforms			\$170.96		WORK BOOTS	
Total ARCHIBALD, JOHN				\$170.96			
038040		10/20/2011	BEST OIL COMPANY				
E 101-49810-270	Fuel for Resale			\$6,870.87	147206	AIRPORT FUEL (1500 GALLONS)	
Total BEST OIL COMPANY				\$6,870.87			

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			Check Amt	Invoice	Comment
Paid Chk# 038041	10/20/2011	BILLINGS SERVICE			
E 101-49810-212	Auto Expense (Fuel/Repair)		\$237.37		GAS-AIRPORT
E 101-43000-212	Auto Expense (Fuel/Repair)		\$1,013.49		GAS-PW
E 101-42280-212	Auto Expense (Fuel/Repair)		\$98.26		GAS-FIRE
E 101-45200-212	Auto Expense (Fuel/Repair)		\$258.51		GAS-PARKS
E 208-49020-406	Trail Maintenance		\$131.98		GAS-TRAILS
	Total BILLINGS SERVICE		\$1,739.61		
Paid Chk# 038042	10/20/2011	BONESTROO ROSENE ANDERLIK			
E 603-49450-303	Engineering Fees		\$2,898.00	192511	MAIN LIFT STATION IMPROVEMENTS
E 602-49400-303	Engineering Fees		\$280.00	192513	PT 2 WELLHEAD PROTECTION PLAN
E 101-43000-303	Engineering Fees		\$225.00	192540	SW RIVER DR COST ESTIMATES
E 603-49450-303	Engineering Fees		\$1,785.47	192541	2011 SANITARY SEWER REPAIRS
E 101-43000-303	Engineering Fees		\$2,014.33	192544	2011 SEAL COAT PROJECT
	Total BONESTROO ROSENE ANDERLIK		\$7,202.80		
Paid Chk# 038043	10/20/2011	CORNER MART			
E 101-45200-212	Auto Expense (Fuel/Repair)		\$414.50		GAS-PARKS
E 208-49020-406	Trail Maintenance		\$14.04		GAS-TRAILS
E 101-43000-212	Auto Expense (Fuel/Repair)		\$606.11		GAS-PW
E 101-42280-212	Auto Expense (Fuel/Repair)		\$9.86		GAS-FIRE
E 101-42110-212	Auto Expense (Fuel/Repair)		\$1,509.27		GAS-POLICE
E 602-49400-212	Auto Expense (Fuel/Repair)		\$126.65		GAS-WATER
E 101-49810-212	Auto Expense (Fuel/Repair)		\$19.51		GAS-AIRPORT
E 700-50000-212	Auto Expense (Fuel/Repair)		\$126.76		GAS-JP
E 101-41940-217	Other Operating Supplies		\$71.80		GAS-CITY
	Total CORNER MART		\$2,898.50		
Paid Chk# 038044	10/20/2011	CUSTOM STITCH AND DESIGN			
E 101-42280-241	Reserve Purchase		\$284.00		SHIRTS-JACKET W/LOGO
	Total CUSTOM STITCH AND DESIGN		\$284.00		
Paid Chk# 038045	10/20/2011	DAVES EXCAVATING			
E 101-45200-225	Landscaping Materials		\$420.00		BLACK DIRT-PARKS
E 603-49450-310	Other Professional Services		\$8,450.00		TRAIL CONSTRUCTION
E 603-49450-310	Other Professional Services		\$30,650.50		SANITARY SEWER REPAIRS
E 603-49450-310	Other Professional Services		\$1,042.50		LAGOON WORK
	Total DAVES EXCAVATING		\$40,563.00		
Paid Chk# 038046	10/20/2011	DC SWANSON CONSTRUCTION			
E 101-45200-401	Repairs/Maint Buildings		\$1,425.00		RPR & REROOF-CONCESSION STAND-REC PARK
E 101-45200-401	Repairs/Maint Buildings		\$1,425.00		REROOF - THEATRE BATHROOM
	Total DC SWANSON CONSTRUCTION		\$2,850.00		
Paid Chk# 038047	10/20/2011	DELTA MEDICAL SUPPLY GROUP INC			
E 101-42110-240	Small Tools and Minor Equip		\$169.30	112918	GLOVES
	Total DELTA MEDICAL SUPPLY GROUP INC		\$169.30		
Paid Chk# 038048	10/20/2011	DOVE FRETLAND & VAN VALKENBURG			
E 101-41610-304	Legal Fees		\$875.00	60225	CIVIL RETAINER-SEPT
E 101-41610-304	Legal Fees		\$3,106.04	60226	CRIMINAL RETAINER-SEPT
E 101-41610-304	Legal Fees		\$101.25	60228	FORFEITURES
E 200-46500-310	Other Professional Services		\$101.25	60229	HAZ PROPERTY-625 CENTRAL
	Total DOVE FRETLAND & VAN VALKENBURG		\$4,183.54		
Paid Chk# 038049	10/20/2011	E.C.M. PUBLISHERS, INC.			
E 101-41120-352	General Notices and Pub Info		\$22.75	103811	PUBLIC HEARING NOTICE
	Total E.C.M. PUBLISHERS, INC.		\$22.75		

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			Check Amt	Invoice	Comment
Paid Chk# 038050	10/20/2011	EAGLE CONSTRUCTION CO. INC.			
E 603-49450-530		Improv Other Than Bldgs	\$12,962.94	PAY REQ #7	MAIN LIFT STATION IMPROVEMENTS
		Total EAGLE CONSTRUCTION CO. INC.	\$12,962.94		
Paid Chk# 038051	10/20/2011	EAGLE RIDGE ENTERPRISES			
E 208-49020-406		Trail Maintenance	\$60.73	53213	4-WHEELER PARTS-TRAILS
		Total EAGLE RIDGE ENTERPRISES	\$60.73		
Paid Chk# 038052	10/20/2011	GOPHER STATE ONE CALL			
E 602-49400-310		Other Professional Services	\$52.20	19111	SEPT LOCATES
		Total GOPHER STATE ONE CALL	\$52.20		
Paid Chk# 038053	10/20/2011	GRAINGER			
E 101-43000-217		Other Operating Supplies	\$95.29	9630256866	STOP LIGHT BULBS
		Total GRAINGER	\$95.29		
Paid Chk# 038054	10/20/2011	HARDY AUTO PARTS			
E 101-41940-217		Other Operating Supplies	\$34.18	80979	GENERATOR PARTS
E 101-43000-217		Other Operating Supplies	\$3.38	81338	BARRACADE LIGHT BULBS-PW
E 101-43000-217		Other Operating Supplies	\$28.58	81357	LIGHT BULBS-PW
		Total HARDY AUTO PARTS	\$66.14		
Paid Chk# 038055	10/20/2011	HARLICKER, SCOTT			
E 101-41120-308		Commission	\$25.00		SEPT PLANNING COMMISSION
		Total HARLICKER, SCOTT	\$25.00		
Paid Chk# 038056	10/20/2011	HARTMAN, PAMELA			
E 619-49900-208		Training and Travel	\$35.07		MILEAGE/PKG-MDRA ANNL MTG-9/16
		Total HARTMAN, PAMELA	\$35.07		
Paid Chk# 038057	10/20/2011	HAWKINS, INC.			
E 602-49400-216		Chemicals and Chem Products	\$2,774.24	3263911	CHEMICALS
		Total HAWKINS, INC.	\$2,774.24		
Paid Chk# 038058	10/20/2011	HD SUPPLY WATERWORKS, LTD			
E 602-49400-240		Small Tools and Minor Equip	\$11,542.28	3796088	4 FIRE HYDRANTS
E 602-49400-218		Parts - Water Dept.	\$151.65	3836973	PARTS
		Total HD SUPPLY WATERWORKS, LTD	\$11,693.93		
Paid Chk# 038059	10/20/2011	HY-TECH AUTOMOTIVE			
E 101-42110-212		Auto Expense (Fuel/Repair)	\$33.85	10601	SQUAD 09 MAINTENANCE
E 101-43000-212		Auto Expense (Fuel/Repair)	\$866.06	10693	1999 DODGE REPAIR
		Total HY-TECH AUTOMOTIVE	\$899.91		
Paid Chk# 038060	10/20/2011	J.P. COOKE CO.			
E 101-42110-437		Other Miscellaneous	\$55.76	145391	2012-2013 DOG TAGS
		Total J.P. COOKE CO.	\$55.76		
Paid Chk# 038061	10/20/2011	JOHNSON JET-LINE INC			
E 603-49450-310		Other Professional Services	\$23,141.39	415	SEWER TELEVISIONING/CLEANING
		Total JOHNSON JET-LINE INC	\$23,141.39		
Paid Chk# 038062	10/20/2011	JOHNSON OIL CO.			
E 700-50000-212		Auto Expense (Fuel/Repair)	\$41.81	1062	OIL CHANGE/TIRE REPAIR-JP
		Total JOHNSON OIL CO.	\$41.81		
Paid Chk# 038063	10/20/2011	JOHNSON, ARLA			
E 101-41120-308		Commission	\$25.00		SEPT PLANNING COMMISSION

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			Check Amt	Invoice	Comment
Total JOHNSON, ARLA			\$25.00		
Paid Chk#	038064	10/20/2011	JOHNSON'S AUTO TRANSPORT/TOW		
E 101-42110-310	Other Professional Services		\$120.00	2388	TOW-99 GRAND PRIX
Total JOHNSON'S AUTO TRANSPORT/TOW			\$120.00		
Paid Chk#	038065	10/20/2011	K.E.E.P.R.S.		
E 101-42110-240	Small Tools and Minor Equip		\$3,246.86	168388	GLOCKS
E 101-42120-434	Uniforms		\$259.02	170531-01	SCHOOL UNIFORM-SHAW
E 101-42110-434	Uniforms		\$99.98	170532-04	UNIFORM-BOSER
E 101-42110-434	Uniforms		\$6.99	170532-05	UNIFORM-BOSER
E 101-42110-434	Uniforms		\$36.33	170532-06	UNIFORM-BOSER
E 101-42110-434	Uniforms		\$36.32	170532-07	UNIFORM BRASS
E 101-42110-434	Uniforms		\$111.14	170532-08	5304 BADGE
E 101-42110-434	Uniforms		\$45.99	171415-01	PT UNIFORMS
E 101-42110-434	Uniforms		\$65.95	171416	UNIFORM-QUAINTANCE
Total K.E.E.P.R.S.			\$3,908.58		
Paid Chk#	038066	10/20/2011	KDV TECHNOLOGY AND CONSULTING		
E 101-41940-309	EDP, Software and Design		\$52.50	9492	SEPT EMAIL FILTERING
Total KDV TECHNOLOGY AND CONSULTING			\$52.50		
Paid Chk#	038067	10/20/2011	KIRVIDA FIRE INC		
E 101-42280-221	Equipment Parts/Repairs		\$927.01	2378	RPR 2006 FIRE PUMPER
Total KIRVIDA FIRE INC			\$927.01		
Paid Chk#	038068	10/20/2011	KNIFE RIVER CORP. - NORTH CENT		
E 101-43000-403	Repairs/Maint Streets		\$192.78	230503	CLASS 5 AGGREGATE
Total KNIFE RIVER CORP. - NORTH CENT			\$192.78		
Paid Chk#	038069	10/20/2011	KOCH'S HARDWARE HANK		
E 101-45200-437	Other Miscellaneous		\$23.47		TREE INSPECTIONS-PARKS
E 101-45200-215	Shop Supplies		\$87.02		SHOP SUPPLIES-PARKS
E 101-45200-437	Other Miscellaneous		\$48.78		SUPPLIES-PARKS
E 101-49810-217	Other Operating Supplies		\$21.45		SUPPLIES-AIRPORT
E 101-42280-217	Other Operating Supplies		\$34.43		SUPPLIES-FIRE
E 602-49400-217	Other Operating Supplies		\$6.97		SUPPLIES-WATER
E 208-49020-406	Trail Maintenance		\$83.24		SUPPLIES-TRAILS
E 101-43000-215	Shop Supplies		\$107.64		SHOP SUPPLIES-PW
E 101-42110-437	Other Miscellaneous		\$66.17		SUPPLIES-POLICE
E 101-45500-217	Other Operating Supplies		\$37.78		CLEANING SUPPLIES-LIBRARY
E 603-49450-240	Small Tools and Minor Equip		\$321.63		DEHUMIFIER & LOCK
Total KOCH'S HARDWARE HANK			\$838.58		
Paid Chk#	038070	10/20/2011	KOTSMITH, LUKE		
E 101-41120-308	Commission		\$25.00		SEPT PLANNING COMMISSION
Total KOTSMITH, LUKE			\$25.00		
Paid Chk#	038071	10/20/2011	LEAGUE OF MINNESOTA CITIES		
E 101-42280-208	Training and Travel		\$15.00	154831	2011 FIREGROUND SAFETY-10/10/11
Total LEAGUE OF MINNESOTA CITIES			\$15.00		
Paid Chk#	038072	10/20/2011	LENZMEIER REAL ESTATE SERVICES		
E 404-49100-310	Other Professional Services		\$2,800.00		TIF 1-10 APPRAISAL COSTS
Total LENZMEIER REAL ESTATE SERVICES			\$2,800.00		
Paid Chk#	038073	10/20/2011	LERUD, GREGORY		
E 101-41310-208	Training and Travel		\$13.58		REIMB CM MILEAGE - 9/23/11
E 101-41310-201	Accessories (paper, pens, etc)		\$50.21		DAYTIMER PLANNER

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E 101-41310-201	Accessories (paper, pens, etc)		\$53.44		FLOWERS-ROSS
E 101-41310-201	Accessories (paper, pens, etc)		\$1.65		DEED TAX-HEINS PROPERTY SALE
E 101-41310-201	Accessories (paper, pens, etc)		\$5.59		REIMB CERTIFIED MAILING
E 101-41310-201	Accessories (paper, pens, etc)		\$15.10		REIMB LIAISON INTERVIEW LUNCH
E 101-42280-217	Other Operating Supplies		\$206.21		REIMB FD TRAINING FOAM
E 101-49910-208	Training and Travel		\$88.27		OGILVIE MILEAGE - 5/13 - 9/14/11
	Total LERUD, GREGORY		\$434.05		
<hr/>					
Paid Chk# 038074	10/20/2011	LIGHTHOUSE PRINTING			
E 101-42110-201	Accessories (paper, pens, etc)		\$84.43	12048	PROPERTY/INVENTORY FORM
	Total LIGHTHOUSE PRINTING		\$84.43		
<hr/>					
Paid Chk# 038075	10/20/2011	MEDICS TRAINING INC			
E 101-42280-208	Training and Travel		\$641.00	9084	FIRST RESPONDER TRAINING
E 101-42110-208	Training and Travel		\$1,602.50	9084	FIRST RESPONDER TRAINING
	Total MEDICS TRAINING INC		\$2,243.50		
<hr/>					
Paid Chk# 038076	10/20/2011	MEYER'S MILACA BTB			
E 208-49020-406	Trail Maintenance		\$149.99	2071	PARTS-TRAILS
E 101-45200-221	Equipment Parts/Repairs		\$46.46	2071	MOWER PARTS-PARKS
E 101-45200-221	Equipment Parts/Repairs		\$16.75	2071	PARTS-PARKS
	Total MEYER'S MILACA BTB		\$213.20		
<hr/>					
Paid Chk# 038077	10/20/2011	MILACA AUTO VALUE			
E 101-43000-221	Equipment Parts/Repairs		\$46.16	1300283	PARTS-PW
E 101-43000-221	Equipment Parts/Repairs		\$53.33	1300339	SWEEPER-PARTS
E 101-42280-221	Equipment Parts/Repairs		\$352.62	1300626	BATTERY-FIRE
E 101-49810-221	Equipment Parts/Repairs		\$15.17	1300711	PARTS-AIRPORT
	Total MILACA AUTO VALUE		\$467.28		
<hr/>					
Paid Chk# 038078	10/20/2011	MILACA FIRE RELIEF ASSOC.			
E 101-42280-124	Fire Pension Contributions		\$29,686.00		2011 FIRE STATE AID
	Total MILACA FIRE RELIEF ASSOC.		\$29,686.00		
<hr/>					
Paid Chk# 038079	10/20/2011	MILACA GENERAL RENTAL CENTER			
E 101-43000-221	Equipment Parts/Repairs		\$26.72	22290	DIAMOND BLADE-PW
	Total MILACA GENERAL RENTAL CENTER		\$26.72		
<hr/>					
Paid Chk# 038080	10/20/2011	MILACA LAWN & GARDEN			
E 101-49810-221	Equipment Parts/Repairs		\$150.65	342376	TRIMMER-AIRPORT
E 602-49400-240	Small Tools and Minor Equip		\$150.66	342376	TRIMMER-WATER
E 101-43000-221	Equipment Parts/Repairs		\$10.84	345288	PARTS-PW
E 208-49020-406	Trail Maintenance		\$104.68	345479	PARTS-TRAILS
E 208-49020-406	Trail Maintenance		\$6.00	346379	CHAIN SHARPENING-TRAILS
E 101-42280-221	Equipment Parts/Repairs		\$17.25	346382	PARTS-FIRE
	Total MILACA LAWN & GARDEN		\$440.08		
<hr/>					
Paid Chk# 038081	10/20/2011	MILACA UNCLAIMED FREIGHT			
E 101-43000-215	Shop Supplies		\$9.61		TOW ROPE-PW
	Total MILACA UNCLAIMED FREIGHT		\$9.61		
<hr/>					
Paid Chk# 038082	10/20/2011	MILLE LACS COUNTY TIMES			
E 101-41940-433	Dues and Subscriptions		\$35.00		SUBSCRIPTION RENEWAL-#1372-PD
	Total MILLE LACS COUNTY TIMES		\$35.00		
<hr/>					
Paid Chk# 038083	10/20/2011	MILLER, PATTI			
E 101-49910-208	Training and Travel		\$100.88		SEPT 11 OGILVIE MILEAGE
	Total MILLER, PATTI		\$100.88		

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Paid Chk# 038084	10/20/2011	MN CHIEFS OF POLICE ASSOC.			
E 101-42110-208		Training and Travel	\$450.00	3145	CLEO TRAINING-QUAINTANCE
		Total MN CHIEFS OF POLICE ASSOC.	\$450.00		
Paid Chk# 038085	10/20/2011	MN COPY SYSTEMS, INC.			
E 101-41940-310		Other Professional Services	\$184.56	76963	COPIER MAINTENANCE - CITY
E 619-49900-310		Other Professional Services	\$95.97	76963	COPIER MAINTENANCE - DEP REG
		Total MN COPY SYSTEMS, INC.	\$280.53		
Paid Chk# 038086	10/20/2011	MN DEPT OF HEALTH (1)			
E 603-49450-433		Dues and Subscriptions	\$50.00	490958	2011 WELL MAINT PERMIT
		Total MN DEPT OF HEALTH (1)	\$50.00		
Paid Chk# 038087	10/20/2011	MN STATE AUDITOR			
E 101-41510-208		Training and Travel	\$125.00		REGISTRATION-T GANN-11/16/11
		Total MN STATE AUDITOR	\$125.00		
Paid Chk# 038088	10/20/2011	MN VALLEY TESTING LABS			
E 602-49400-310		Other Professional Services	\$88.00	567986	TESTING
		Total MN VALLEY TESTING LABS	\$88.00		
Paid Chk# 038089	10/20/2011	MOTT, MICHAEL			
E 101-42110-310		Other Professional Services	\$59.20		COURT TIME-AUMAN CASE
		Total MOTT, MICHAEL	\$59.20		
Paid Chk# 038090	10/20/2011	MOYER, GREG			
E 208-49020-406		Trail Maintenance	\$30.00		RPR HYD COOLER-TRACTOR
		Total MOYER, GREG	\$30.00		
Paid Chk# 038091	10/20/2011	MYDRIVERSMANUALS.COM LLC			
E 619-49900-217		Other Operating Supplies	\$290.00	1010	DRIVERS MANUALS
		Total MYDRIVERSMANUALS.COM LLC	\$290.00		
Paid Chk# 038092	10/20/2011	NELSON, GARY			
E 101-41120-308		Commission	\$25.00		SEPT PLANNING COMMISSION
		Total NELSON, GARY	\$25.00		
Paid Chk# 038093	10/20/2011	NORTH STAR GARAGE			
E 101-42110-212		Auto Expense (Fuel/Repair)	\$236.99	119624	MIRROR REPAIR-SQUAD 07
		Total NORTH STAR GARAGE	\$236.99		
Paid Chk# 038094	10/20/2011	PACE ANALYTICAL SERVICES			
E 603-49450-310		Other Professional Services	\$84.70	VM119097	TESTING
E 603-49450-310		Other Professional Services	\$84.70	VM119323	TESTING
E 603-49450-310		Other Professional Services	\$84.70	VM119425	TESTING
E 603-49450-310		Other Professional Services	\$84.70	VM119565	TESTING
		Total PACE ANALYTICAL SERVICES	\$338.80		
Paid Chk# 038095	10/20/2011	PETERSON, WARREN			
E 101-41120-308		Commission	\$25.00		SEPT PLANNING COMMISSION
		Total PETERSON, WARREN	\$25.00		
Paid Chk# 038096	10/20/2011	QUILL CORPORATION			
E 101-41510-201		Accessories (paper, pens, etc)	\$75.02	6513408	PRINTER TONER-TREASURER
E 602-49400-201		Accessories (paper, pens, etc)	\$71.66	6513408	PRINTER TONER-WATER
E 603-49450-201		Accessories (paper, pens, etc)	\$71.65	6513408	PRINTER TONER-SEWER
E 101-42110-201		Accessories (paper, pens, etc)	\$28.07	6635389	DOG LICENSES-POLICE
E 619-49900-201		Accessories (paper, pens, etc)	\$19.17	6699435	SUPPLIES-DEP REG
E 101-42110-240		Small Tools and Minor Equip	\$1,149.60	6872776	EVIDENCE LOCKERS-POLICE

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E 101-41940-201	Accessories (paper, pens, etc)		\$53.31	6914793	PAPER-CITY
E 101-49910-201	Accessories (paper, pens, etc)		\$53.30	6914793	PAPER-OGILVIE
E 607-42400-201	Accessories (paper, pens, etc)		\$53.30	6914793	PAPER-B&Z
E 603-49450-201	Accessories (paper, pens, etc)		\$53.31	6914793	PAPER-SEWER
E 602-49400-201	Accessories (paper, pens, etc)		\$53.31	6914793	PAPER-WATER
E 101-42110-201	Accessories (paper, pens, etc)		\$53.30	6914793	PAPER-POLICE
E 101-41110-201	Accessories (paper, pens, etc)		\$53.30	6914793	PAPER-COUNCIL
E 101-42110-240	Small Tools and Minor Equip		\$327.03	6962762	WHITE BOARD-POLICE
E 101-45200-215	Shop Supplies		\$67.32	6970161	TOILET PAPER-PARKS
E 101-42110-201	Accessories (paper, pens, etc)		\$31.24	7033898	OFFICE SUPPLIES-POLICE
Total QUILL CORPORATION			\$2,213.89		
<hr/>					
Paid Chk# 038097	10/20/2011	ROHMAN LAWN CARE			
E 101-49200-450	Unallocated		\$275.00	20084	MOWING
Total ROHMAN LAWN CARE			\$275.00		
<hr/>					
Paid Chk# 038098	10/20/2011	ROYCE ROLLS RINGER CO			
E 101-45200-437	Other Miscellaneous		\$244.40	68788	TOILET PAPER HOLDERS
Total ROYCE ROLLS RINGER CO			\$244.40		
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Paid Chk# 038099	10/20/2011	SANDERSON, ALYCE			
E 101-41940-217	Other Operating Supplies		\$20.36		SUPPLIES-CITY
E 101-45500-217	Other Operating Supplies		\$14.45		SUPPLIES-LIBRARY
Total SANDERSON, ALYCE			\$34.81		
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Paid Chk# 038100	10/20/2011	SHAW, JEFF			
E 101-42110-208	Training and Travel		\$35.34		REIMB MEALS-TRAINING
Total SHAW, JEFF			\$35.34		
<hr/>					
Paid Chk# 038101	10/20/2011	ST. CLOUD OVERHEAD DOOR CO.			
E 101-43000-401	Repairs/Maint Buildings		\$267.35	113620	GARAGE DOOR REPAIR-PW
Total ST. CLOUD OVERHEAD DOOR CO.			\$267.35		
<hr/>					
Paid Chk# 038102	10/20/2011	STEER CONSTRUCTION			
R 602-37100	Water Sales		\$17.17		REFUND ON ACCT 00.1431.00.7
Total STEER CONSTRUCTION			\$17.17		
<hr/>					
Paid Chk# 038103	10/20/2011	SUNDOWN PAVING & EXCAVATING			
E 101-43000-403	Repairs/Maint Streets		\$5,794.00		REPAIR TO STREETS-ALLEY
E 603-49450-310	Other Professional Services		\$7,124.00		REPAIR TO STREETS-LIFT STATION
Total SUNDOWN PAVING & EXCAVATING			\$12,918.00		
<hr/>					
Paid Chk# 038104	10/20/2011	WELLER, GREGG			
E 101-42280-208	Training and Travel		\$11.16		REIMB MILEAGE-CHIEFS MTG-9/10
E 101-42280-208	Training and Travel		\$28.32		REIMB MILEAGE-BENTON TELEPHONE-10/10
Total WELLER, GREGG			\$39.48		
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Paid Chk# 038105	10/20/2011	ZAHL-PMC			
E 101-49810-217	Other Operating Supplies		\$22.83	172524	CC PAPER-AIRPORT
E 101-49810-217	Other Operating Supplies		\$132.31	173032	SUPPLIES-AIRPORT
Total ZAHL-PMC			\$155.14		
<hr/>					
Paid Chk# 038106	10/20/2011	ZOLL MEDICAL CORP			
E 101-42110-240	Small Tools and Minor Equip		\$157.46	1827656	AED PADS-POLICE
Total ZOLL MEDICAL CORP			\$157.46		
10100 General Bank			\$184,058.92		

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Fund Summary

10100 General Bank

101 GENERAL FUND	\$75,440.99
200 ECONOMIC DEV. FUND	\$101.25
208 CHARITABLE GAMBLING FUND	\$580.66
404 TIF# 1-10 DOWNTOWN	\$2,800.00
602 WATER FUND	\$15,460.13
603 SEWER FUND	\$88,890.19
607 BLDG INSPECTION FUND	\$53.30
619 DEPUTY REGISTRAR FUND	\$563.83
700 BRAHAM-MILACA JOINT POWERS	\$168.57
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	\$184,058.92

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10100 General Bank

Paid Chk#		Date	Vendor	Check Amt	Invoice	Comment
Paid Chk# 037962		9/6/2011	JIM'S MILLE LACS DISPOSAL			
E 101-43000-310	Other Professional Services			\$50.00	1832413	STREET SWEEPING
E 200-46500-310	Other Professional Services			\$1,650.01	1876721	HAZ PROP-HOLLAND DEMO-625 CENTRAL
E 101-45200-384	Refuse/Garbage Disposal			\$175.28	211948	GARBAGE-PARKS
E 101-42280-384	Refuse/Garbage Disposal			\$25.00	211948	GARBAGE-FIRE
E 101-43000-384	Refuse/Garbage Disposal			\$311.60	211948	GARBAGE-CITY
Total JIM'S MILLE LACS DISPOSAL				\$2,211.89		
Paid Chk# 037963		9/6/2011	MILACA BLDG CENTER			
E 101-45200-437	Other Miscellaneous			\$192.81	3141	HEARTHSTONE & SUPPLIES-WALKWAY
E 101-43000-240	Small Tools and Minor Equip			\$17.78	3141	TAPE RULER-PW
E 602-49400-217	Other Operating Supplies			\$12.53	3141	SUPPLIES-WATER
Total MILACA BLDG CENTER				\$223.12		
Paid Chk# 038013		9/22/2011	MN PCA			
E 603-49450-433	Dues and Subscriptions			\$1,240.00		NPDES PERMIT RENEWAL FEE
Total MN PCA				\$1,240.00		
Paid Chk# 038015		9/27/2011	THE SUITES HOTEL-DULUTH			
E 602-49400-208	Training and Travel			\$300.28		MN AWWA CONF - 9/28-30-BURKLUND
Total THE SUITES HOTEL-DULUTH				\$300.28		
Paid Chk# 038016		9/27/2011	MN AWWA			
E 602-49400-208	Training and Travel			\$270.00		REG-ANNL CONF-S BURKLUND
Total MN AWWA				\$270.00		
Paid Chk# 038017		9/27/2011	DEPUTY REGISTRAR #093			
E 101-42110-437	Other Miscellaneous			\$21.50		TITLE TRANSFER FEES-97 CHEVY CAVALIER
Total DEPUTY REGISTRAR #093				\$21.50		
Paid Chk# 038018		9/27/2011	DEPUTY REGISTRAR #093			
E 101-42110-437	Other Miscellaneous			\$21.50		TITLE TRANSFER FEES-2001 CHEVY S-10
Total DEPUTY REGISTRAR #093				\$21.50		
Paid Chk# 038019		9/27/2011	ALL STAR TROPHY & AWARDS, INC.			
E 101-42110-437	Other Miscellaneous			\$73.02	32722	MOTT PLAQUE
Total ALL STAR TROPHY & AWARDS, INC.				\$73.02		
Paid Chk# 038020		9/27/2011	BLUE CROSS BLUE SHIELD OF MINN			
G 101-21706	Medical Insur.			\$15,023.00	7S034-M0 4	MEDICAL INSUR-OCT
Total BLUE CROSS BLUE SHIELD OF MINN				\$15,023.00		
Paid Chk# 038021		9/27/2011	L.E.L.S.			
G 101-21710	Union Dues			\$182.10	LOCAL #238	POLICE UNION DUES-OCT
Total L.E.L.S.				\$182.10		
Paid Chk# 038022		9/27/2011	MN BENEFITS			
G 101-21709	Life Insur.			\$179.19		LIFE/DENTAL-OCT
G 101-21712	Dental			\$159.32		LIFE/DENTAL-OCT
Total MN BENEFITS				\$338.51		
Paid Chk# 038023		9/27/2011	MN RURAL WATER ASSOC			
E 602-49400-208	Training and Travel			\$100.00		REGISTER-ARCHIBALD-10/26/11
Total MN RURAL WATER ASSOC				\$100.00		
Paid Chk# 038024		9/27/2011	SELECT ACCOUNT-HSA			
G 101-21705	Health Saving Account			\$12,662.50		4TH QTR CONTRIBUTIONS

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Total SELECT ACCOUNT-HSA			\$12,662.50		
Paid Chk# 038025	9/27/2011	USABLE LIFE			
G 101-21707	Disability		\$197.45	101408001G	DISABILITY/LIFE-OCT
Total USABLE LIFE			\$197.45		
Paid Chk# 038026	9/27/2011	VERIZON WIRELESS			
E 602-49400-321	Telephone		\$26.04		SEPT WIRELESS ROUTER SVC
E 101-42110-321	Telephone		\$52.04		SEPT WIRELESS ROUTER SVC
Total VERIZON WIRELESS			\$78.08		
Paid Chk# 038027	9/29/2011	CALDWELL ASPHALT CO INC			
E 101-43000-403	Repairs/Maint Streets		\$49,466.48	2011048	SEALCOAT PROJECT
Total CALDWELL ASPHALT CO INC			\$49,466.48		
Paid Chk# 038028	9/29/2011	U.S. POSTMASTER			
E 603-49450-322	Postage		\$107.88		SEPT BILLINGS
E 602-49400-322	Postage		\$107.88		SEPT BILLINGS
Total U.S. POSTMASTER			\$215.76		
10100 General Bank			\$82,625.19		

Fund Summary

10100 General Bank	
101 GENERAL FUND	\$78,810.57
200 ECONOMIC DEV. FUND	\$1,650.01
602 WATER FUND	\$816.73
603 SEWER FUND	\$1,347.88
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	\$82,625.19

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10900 Liquor Bank

Paid Chk# 911034E	9/15/2011	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# 911035E	9/7/2011	EAST CENTRAL ENERGY			
E 609-49750-381	Utilities		\$2,633.92	7115200	ELECTRIC
Total EAST CENTRAL ENERGY			\$2,633.92		

Paid Chk# 911036E	9/12/2011	CENTERPOINT ENERGY			
E 609-49750-381	Utilities		\$30.95	128-000-782-1	NATURAL GAS
Total CENTERPOINT ENERGY			\$30.95		

Paid Chk# 911037E	9/19/2011	MN DEPT OF REVENUE			
G 609-20800	Sales Tax Payable		\$14,913.00	9576201	LIQUOR SALES TAX
Total MN DEPT OF REVENUE			\$14,913.00		

10900 Liquor Bank \$17,608.42

Fund Summary

10900 Liquor Bank		
609 MUNICIPAL LIQUOR FUND		\$17,608.42
		\$17,608.42

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10900 Liquor Bank

Paid Chk#		Date	Vendor		Check Amt	Invoice	Comment
Paid Chk# 021964		10/14/2011	JIM'S MILLE LACS DISPOSAL				
E 609-49750-384	Refuse/Garbage Disposal		\$63.18	219225		REFUSE COLLECTION	
Total JIM'S MILLE LACS DISPOSAL			\$63.18				
Paid Chk# 021965		10/20/2011	AMERICAN BOTTLING CO.				
R 609-36200	Miscellaneous Revenues		(\$90.00)	21433		CREDIT-NA	
E 609-49750-254	Mix/Non Alcoholic		\$156.96	2462604360		NA	
E 609-49750-254	Mix/Non Alcoholic		\$135.80	2462604504		NA	
E 609-49750-254	Mix/Non Alcoholic		(\$14.40)	2462604505		NA	
Total AMERICAN BOTTLING CO.			\$188.36				
Paid Chk# 021966		10/20/2011	AMERIPRIDE				
E 609-49750-310	Other Professional Services		\$35.66	2200155445		RUGS	
E 609-49750-310	Other Professional Services		\$68.27	2200157987		RUGS	
E 609-49750-310	Other Professional Services		\$30.04	2200160551		RUGS	
E 609-49750-310	Other Professional Services		\$68.27	2200163134		RUGS	
E 609-49750-217	Other Operating Supplies		\$58.79	2200163134		TOILET PAPER	
E 609-49750-217	Other Operating Supplies		\$58.79	2200165696		TOILET PAPER	
E 609-49750-310	Other Professional Services		\$35.66	2200165696		RUGS	
Total AMERIPRIDE			\$355.48				
Paid Chk# 021967		10/20/2011	CRYSTAL SPRINGS ICE				
E 609-49750-259	Other For Resale		\$157.40	112532		ICE	
E 609-49750-259	Other For Resale		\$212.20	112665		ICE	
E 609-49750-259	Other For Resale		\$228.40	112756		ICE	
E 609-49750-259	Other For Resale		(\$14.80)	51937C		ICE-CREDIT	
Total CRYSTAL SPRINGS ICE			\$583.20				
Paid Chk# 021968		10/20/2011	ELI, VERNETTE				
E 609-49750-208	Training and Travel		\$63.05			MILEAGE-BELLBOY SHOW-9/19	
Total ELI, VERNETTE			\$63.05				
Paid Chk# 021969		10/20/2011	EXTREME BEVERAGES, LLC				
E 609-49750-254	Mix/Non Alcoholic		\$35.50	W-429947		NA	
Total EXTREME BEVERAGES, LLC			\$35.50				
Paid Chk# 021970		10/20/2011	GRANITE CITY JOBBING				
E 609-49750-254	Mix/Non Alcoholic		\$6.78	695106		NA	
E 609-49750-259	Other For Resale		\$112.12	695106		MISC	
E 609-49750-333	Freight and Express		\$4.25	695106		DELIVERY	
E 609-49750-256	Tobacco Products For Resale		\$461.20	695106		TOBACCO	
E 609-49750-259	Other For Resale		\$73.68	695940		MISC	
E 609-49750-256	Tobacco Products For Resale		\$1,046.45	695940		TOBACCO	
E 609-49750-217	Other Operating Supplies		\$18.50	695940		KIDDY CANDY	
E 609-49750-214	Liquor Store Paper Supplies		\$100.94	695940		PAPER SUPPLIES	
E 609-49750-333	Freight and Express		\$4.25	695940		DELIVERY	
E 609-49750-256	Tobacco Products For Resale		\$1,340.95	696774		TOBACCO	
E 609-49750-259	Other For Resale		\$164.11	696774		MISC	
E 609-49750-333	Freight and Express		\$4.25	696774		DELIVERY	
E 609-49750-333	Freight and Express		\$4.25	697483		DELIVERY	
E 609-49750-259	Other For Resale		\$93.86	697483		MISC	
E 609-49750-256	Tobacco Products For Resale		\$627.13	697483		TOBACCO	
E 609-49750-214	Liquor Store Paper Supplies		\$22.40	697483		PAPER SUPPLIES	
E 609-49750-256	Tobacco Products For Resale		(\$6.50)	698161		CREDIT-TOBACCO	
E 609-49750-259	Other For Resale		\$85.35	698162		MISC	
E 609-49750-254	Mix/Non Alcoholic		\$25.48	698162		NA	
E 609-49750-333	Freight and Express		\$4.25	698162		DELIVERY	

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		Check Amt	Invoice	Comment
E 609-49750-256	Tobacco Products For Resale	\$557.42	698162	TOBACCO
	Total GRANITE CITY JOBBING	\$4,751.12		
<hr/>				
Paid Chk# 021971	10/20/2011	GRANITE LEDGE ELECTRICAL CONTR		
E 609-49750-221	Equipment Parts/Repairs	\$473.41	P11177	BALLAST REPAIR
	otal GRANITE LEDGE ELECTRICAL CONTR	\$473.41		
<hr/>				
Paid Chk# 021972	10/20/2011	KOCH'S HARDWARE HANK		
E 609-49750-217	Other Operating Supplies	\$38.64		SUPPLIES
	Total KOCH'S HARDWARE HANK	\$38.64		
<hr/>				
Paid Chk# 021973	10/20/2011	M. AMUNDSON LLP		
E 609-49750-256	Tobacco Products For Resale	\$172.65	116287	TOBACCO
E 609-49750-259	Other For Resale	\$42.80	116287	MISC
E 609-49750-259	Other For Resale	\$52.80	116721	MISC
E 609-49750-256	Tobacco Products For Resale	\$550.53	116721	TOBACCO
E 609-49750-259	Other For Resale	\$168.25	117556	MISC
E 609-49750-256	Tobacco Products For Resale	\$929.57	117556	TOBACCO
E 609-49750-259	Other For Resale	\$158.20	118156	MISC
E 609-49750-256	Tobacco Products For Resale	\$513.20	118156	TOBACCO
	Total M. AMUNDSON LLP	\$2,588.00		
<hr/>				
Paid Chk# 021974	10/20/2011	MILACA UNCLAIMED FREIGHT		
E 609-49750-217	Other Operating Supplies	\$14.56		SUPPLIES
	Total MILACA UNCLAIMED FREIGHT	\$14.56		
<hr/>				
Paid Chk# 021975	10/20/2011	MILLER TRUCKING		
E 609-49750-333	Freight and Express	\$78.13	3014	DELIVERY
	Total MILLER TRUCKING	\$78.13		
<hr/>				
Paid Chk# 021976	10/20/2011	QUILL CORPORATION		
E 609-49750-201	Accessories (paper, pens, etc)	\$11.53	6699435	ADDING MACHINE TAPE
E 609-49750-201	Accessories (paper, pens, etc)	\$53.30	6914793	PAPER
	Total QUILL CORPORATION	\$64.83		
<hr/>				
Paid Chk# 021977	10/20/2011	SEGERSTROM, VICTORIA		
E 609-49750-208	Training and Travel	\$70.33		MILEAGE-WIRTZ SHOW-9/15
E 609-49750-208	Training and Travel	\$6.00		REIMB PKG-JOHNSON SHOW-9/29
E 609-49750-208	Training and Travel	\$13.00		REIMB PKG-BELLBOY SHOW-9/19
E 609-49750-208	Training and Travel	\$61.60		MILEAGE-MMBA REGIONAL MTG-10/5
E 609-49750-208	Training and Travel	\$61.60		MILEAGE-PAUSTIS SHOW-9/28
E 609-49750-208	Training and Travel	\$68.87		MILEAGE-JOHNSON/PHILLIPS SHOW-9/29
	Total SEGERSTROM, VICTORIA	\$281.40		
<hr/>				
Paid Chk# 021978	10/20/2011	ST. CLOUD REFRIGERATION		
E 609-49750-310	Other Professional Services	\$293.00	239096	HVAC MAINTENANCE
	Total ST. CLOUD REFRIGERATION	\$293.00		
<hr/>				
Paid Chk# 021979	10/20/2011	TEALS MARKET		
E 609-49750-217	Other Operating Supplies	\$4.21	01043925	WINE TASTING SUPPLIES
	Total TEALS MARKET	\$4.21		
<hr/>				
Paid Chk# 021980	10/20/2011	VIKING BOTTLING CO.		
E 609-49750-254	Mix/Non Alcoholic	\$335.75	25312897	NA
E 609-49750-254	Mix/Non Alcoholic	\$71.50	25313075	NA
	Total VIKING BOTTLING CO.	\$407.25		
	10900 Liquor Bank	\$10,283.32		

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Fund Summary

10900 Liquor Bank		
609 MUNICIPAL LIQUOR FUND	\$10,283.32	
	<hr/>	
	\$10,283.32	

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			Check Amt	Invoice	Comment
10900 Liquor Bank					
Paid Chk#	021919	9/1/2011	BELLBOY CORP.		
E 609-49750-251	Liquor For Resale		\$720.00	59394800	LIQUOR
E 609-49750-253	Wine For Resale		\$2,332.00	59394800	WINE
E 609-49750-251	Liquor For Resale		\$2,032.25	59468200	LIQUOR
E 609-49750-251	Liquor For Resale		\$1,381.35	59652400	LIQUOR
E 609-49750-254	Mix/Non Alcoholic		\$198.38	85628700	NA
E 609-49750-259	Other For Resale		\$78.54	85628700	MISC
	Total BELLBOY CORP.		\$6,742.52		
Paid Chk#	021920	9/1/2011	BERNICKS		
E 609-49750-254	Mix/Non Alcoholic		\$163.95	62419	NA
E 609-49750-252	Beer For Resale		\$1,202.10	62420	BEER
E 609-49750-254	Mix/Non Alcoholic		\$57.85	65210	NA
E 609-49750-252	Beer For Resale		\$370.80	65211	BEER
E 609-49750-254	Mix/Non Alcoholic		\$22.48	67775	NA
E 609-49750-252	Beer For Resale		\$521.83	67776	BEER
E 609-49750-254	Mix/Non Alcoholic		\$39.90	70456	NA
E 609-49750-252	Beer For Resale		\$934.67	70457	BEER
E 609-49750-253	Wine For Resale		\$80.04	70458	WINE
E 609-49750-252	Beer For Resale		(\$36.00)	8386	BEER-CREDIT
	Total BERNICKS		\$3,357.62		
Paid Chk#	021921	9/1/2011	C & L DISTRIBUTING CO.		
E 609-49750-252	Beer For Resale		\$5,145.35	301997	BEER
E 609-49750-254	Mix/Non Alcoholic		\$77.20	301997	NA
E 609-49750-260	Deposits		(\$30.00)	301997	DEPOSITS
E 609-49750-254	Mix/Non Alcoholic		\$150.20	303160	NA
E 609-49750-260	Deposits		(\$30.00)	303160	DEPOSITS
E 609-49750-252	Beer For Resale		\$12,209.30	303160	BEER
E 609-49750-254	Mix/Non Alcoholic		\$68.00	304169	NA
E 609-49750-260	Deposits		(\$60.00)	304169	DEPOSITS
E 609-49750-259	Other For Resale		\$25.00	304169	MISC
E 609-49750-252	Beer For Resale		\$6,170.30	304169	BEER
E 609-49750-254	Mix/Non Alcoholic		(\$16.25)	305429	NA-CREDIT
E 609-49750-252	Beer For Resale		\$7,209.80	305429	BEER
E 609-49750-260	Deposits		\$90.00	305429	DEPOSITS
E 609-49750-254	Mix/Non Alcoholic		\$183.75	305429	NA
E 609-49750-260	Deposits		(\$90.00)	306444	DEPOSITS
E 609-49750-252	Beer For Resale		\$5,517.00	306444	BEER
	Total C & L DISTRIBUTING CO.		\$36,619.65		
Paid Chk#	021922	9/1/2011	DAHLHEIMER DISTRIBUTING CO.		
E 609-49750-252	Beer For Resale		\$10,581.76	58013	BEER
E 609-49750-254	Mix/Non Alcoholic		\$52.50	58013	NA
E 609-49750-260	Deposits		\$60.00	58897	DEPOSITS
E 609-49750-252	Beer For Resale		\$5,147.37	58897	BEER
E 609-49750-252	Beer For Resale		\$108.00	58988	BEER
E 609-49750-252	Beer For Resale		\$267.05	59720	BEER
E 609-49750-252	Beer For Resale		\$7,151.23	59815	BEER
E 609-49750-252	Beer For Resale		\$373.75	59958	BEER
E 609-49750-252	Beer For Resale		\$83.00	60589	BEER
E 609-49750-260	Deposits		\$30.00	60589	DEPOSITS
E 609-49750-260	Deposits		\$120.00	60682	DEPOSITS
E 609-49750-252	Beer For Resale		\$8,799.01	60682	BEER
E 609-49750-252	Beer For Resale		\$190.50	60792	BEER
E 609-49750-254	Mix/Non Alcoholic		\$136.00	61487	NA

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			Check Amt	Invoice	Comment
E 609-49750-252	Beer For Resale		\$72.00	61487	BEER
E 609-49750-254	Mix/Non Alcoholic		\$157.00	61610	NA
E 609-49750-260	Deposits		(\$90.00)	61610	DEPOSITS
E 609-49750-252	Beer For Resale		\$10,195.63	61610	BEER
Total DAHLHEIMER DISTRIBUTING CO.			\$43,434.80		
<hr/>					
Paid Chk#	021923	9/1/2011	FRONTIER		
E 609-49750-321	Telephone		\$103.67	320983625511	AUGUST SVC
Total FRONTIER			\$103.67		
<hr/>					
Paid Chk#	021924	9/1/2011	GRAPE BEGINNINGS INC		
E 609-49750-253	Wine For Resale		\$1,212.00	130342	WINE
Total GRAPE BEGINNINGS INC			\$1,212.00		
<hr/>					
Paid Chk#	021925	9/1/2011	J.J. TAYLOR DIST OF MN		
E 609-49750-252	Beer For Resale		\$809.84	1577390	BEER
E 609-49750-333	Freight and Express		\$3.00	1577390	DELIVERY
E 609-49750-333	Freight and Express		\$3.00	1585424	DELIVERY
E 609-49750-252	Beer For Resale		\$135.05	1585424	BEER
Total J.J. TAYLOR DIST OF MN			\$950.89		
<hr/>					
Paid Chk#	021926	9/1/2011	JOHNSON BROTHERS LIQUOR CO.		
E 609-49750-251	Liquor For Resale		\$953.65	1109171	LIQUOR
E 609-49750-253	Wine For Resale		\$989.30	1109171	WINE
E 609-49750-333	Freight and Express		\$58.48	1109171	DELIVERY
E 609-49750-333	Freight and Express		\$39.25	1113546	DELIVERY
E 609-49750-251	Liquor For Resale		\$1,614.14	1113546	LIQUOR
E 609-49750-253	Wine For Resale		\$379.65	1113546	WINE
E 609-49750-333	Freight and Express		\$15.69	1118012	DELIVERY
E 609-49750-252	Beer For Resale		\$100.01	1118012	BEER
E 609-49750-253	Wine For Resale		\$741.85	1118013	WINE
E 609-49750-251	Liquor For Resale		\$414.99	1118013	LIQUOR
E 609-49750-333	Freight and Express		\$31.40	1118013	DELIVERY
E 609-49750-253	Wine For Resale		\$26.00	1118014	WINE
E 609-49750-333	Freight and Express		\$1.57	1118014	DELIVERY
E 609-49750-333	Freight and Express		\$11.77	1122297	DELIVERY
E 609-49750-251	Liquor For Resale		\$559.65	1122297	LIQUOR
E 609-49750-251	Liquor For Resale		\$1,246.38	1122298	LIQUOR
E 609-49750-333	Freight and Express		\$47.10	1122298	DELIVERY
E 609-49750-253	Wine For Resale		\$730.75	1122298	WINE
Total JOHNSON BROTHERS LIQUOR CO.			\$7,961.63		
<hr/>					
Paid Chk#	021927	9/1/2011	PAUSTIS & SONS		
E 609-49750-253	Wine For Resale		\$1,756.02	8314873	WINE
E 609-49750-333	Freight and Express		\$23.75	8314873	DELIVERY
E 609-49750-253	Wine For Resale		\$228.00	8315858	WINE
E 609-49750-333	Freight and Express		\$2.25	8315858	DELIVERY
E 609-49750-333	Freight and Express		\$12.50	8316674	DELIVERY
E 609-49750-253	Wine For Resale		\$826.00	8316674	WINE
Total PAUSTIS & SONS			\$2,848.52		
<hr/>					
Paid Chk#	021928	9/1/2011	PHILLIPS WINE AND SPIRITS		
E 609-49750-333	Freight and Express		\$29.83	2105807	DELIVERY
E 609-49750-251	Liquor For Resale		\$1,593.76	2105807	LIQUOR
E 609-49750-253	Wine For Resale		\$380.91	2105807	WINE
E 609-49750-253	Wine For Resale		\$292.80	2108955	WINE
E 609-49750-251	Liquor For Resale		\$2,017.69	2108955	LIQUOR
E 609-49750-333	Freight and Express		\$42.77	2108955	DELIVERY

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			Check Amt	Invoice	Comment
E 609-49750-333	Freight and Express		\$4.71	2112243	DELIVERY
E 609-49750-254	Mix/Non Alcoholic		\$41.95	2112243	NA
E 609-49750-251	Liquor For Resale		\$130.35	2112243	LIQUOR
E 609-49750-333	Freight and Express		\$6.28	2115265	DELIVERY
E 609-49750-253	Wine For Resale		\$84.10	2115265	WINE
E 609-49750-251	Liquor For Resale		\$140.25	2115265	LIQUOR
Total PHILLIPS WINE AND SPIRITS			\$4,765.40		
<hr/>					
Paid Chk# 021929	9/1/2011	SOUTHERN WINE & SPIRITS OF MN			
E 609-49750-253	Wine For Resale		\$420.00	1492395	WINE
E 609-49750-333	Freight and Express		\$7.50	1492395	DELIVERY
E 609-49750-251	Liquor For Resale		\$1,831.65	1569857	LIQUOR
E 609-49750-253	Wine For Resale		\$56.00	1569857	WINE
E 609-49750-333	Freight and Express		\$30.00	1569857	DELIVERY
E 609-49750-251	Liquor For Resale		\$191.88	1569933	LIQUOR
E 609-49750-333	Freight and Express		\$1.62	1569933	DELIVERY
E 609-49750-251	Liquor For Resale		\$1,341.75	1590812	LIQUOR
E 609-49750-333	Freight and Express		\$8.00	1590812	DELIVERY
Total SOUTHERN WINE & SPIRITS OF MN			\$3,888.40		
<hr/>					
Paid Chk# 021930	9/1/2011	SUNNY HILL DISTRIBUTORS			
E 609-49750-253	Wine For Resale		\$176.91	250785	WINE
E 609-49750-333	Freight and Express		\$6.65	250785	DELIVERY
E 609-49750-253	Wine For Resale		\$210.85	251608	WINE
E 609-49750-333	Freight and Express		\$7.60	251608	DELIVERY
Total SUNNY HILL DISTRIBUTORS			\$402.01		
<hr/>					
Paid Chk# 021931	9/1/2011	VINOCOPIA			
E 609-49750-251	Liquor For Resale		(\$27.67)	40587	CREDIT-LIQUOR
E 609-49750-253	Wine For Resale		\$318.50	43058	WINE
E 609-49750-333	Freight and Express		\$10.00	43058	DELIVERY
E 609-49750-333	Freight and Express		\$7.00	43572	DELIVERY
E 609-49750-253	Wine For Resale		\$160.00	43572	WINE
Total VINOCOPIA			\$467.83		
<hr/>					
Paid Chk# 021932	9/1/2011	WINE MERCHANTS			
E 609-49750-253	Wine For Resale		\$190.50	372815	WINE
E 609-49750-333	Freight and Express		\$3.14	372815	DELIVERY
Total WINE MERCHANTS			\$193.64		
<hr/>					
Paid Chk# 021933	9/1/2011	WIRTZ BEVERAGE MN WINE & SPRTS			
E 609-49750-251	Liquor For Resale		\$164.49	598062	LIQUOR
E 609-49750-251	Liquor For Resale		\$1,024.82	610478	LIQUOR
E 609-49750-253	Wine For Resale		\$72.00	610478	WINE
E 609-49750-333	Freight and Express		\$18.00	610478	DELIVERY
E 609-49750-333	Freight and Express		\$1.50	613397	DELIVERY
E 609-49750-251	Liquor For Resale		\$152.17	613397	LIQUOR
E 609-49750-253	Wine For Resale		\$167.90	613742	WINE
E 609-49750-254	Mix/Non Alcoholic		\$59.11	613742	NA
E 609-49750-251	Liquor For Resale		\$2,038.96	613742	LIQUOR
E 609-49750-333	Freight and Express		\$30.00	613742	DELIVERY
E 609-49750-251	Liquor For Resale		\$155.49	616771	LIQUOR
E 609-49750-333	Freight and Express		\$1.50	616771	DELIVERY
E 609-49750-333	Freight and Express		\$1.50	616778	DELIVERY
E 609-49750-251	Liquor For Resale		\$304.45	616787	LIQUOR
E 609-49750-333	Freight and Express		\$1.50	616787	DELIVERY
E 609-49750-253	Wine For Resale		\$207.90	617127	WINE
E 609-49750-251	Liquor For Resale		\$292.44	617127	LIQUOR

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		Check Amt	Invoice	Comment
E 609-49750-333	Freight and Express	\$10.50	617127	DELIVERY
E 609-49750-253	Wine For Resale	\$64.00	620302	WINE
E 609-49750-333	Freight and Express	\$1.50	620302	DELIVERY
E 609-49750-251	Liquor For Resale	\$1,897.19	620303	LIQUOR
E 609-49750-253	Wine For Resale	\$159.90	620303	WINE
E 609-49750-254	Mix/Non Alcoholic	\$39.95	620303	NA
E 609-49750-333	Freight and Express	\$31.50	620303	DELIVERY
E 609-49750-251	Liquor For Resale	(\$276.58)	836355	LIQUOR-CREDIT
E 609-49750-254	Mix/Non Alcoholic	(\$33.60)	837102	NA-CREDIT
E 609-49750-253	Wine For Resale	(\$15.34)	837102	WINE-CREDIT
E 609-49750-251	Liquor For Resale	(\$49.26)	837102	LIQUOR-CREDIT
otal WIRTZ BEVERAGE MN WINE & SPRTS		\$6,523.49		
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Paid Chk# 021947	9/13/2011	MN MUNICIPAL BEVERAGE ASSOC.		
E 609-49750-208	Training and Travel	\$15.00		REGIONAL TRNG-10/5-ELI
Total MN MUNICIPAL BEVERAGE ASSOC.		\$15.00		
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Paid Chk# 021948	9/22/2011	MILLER TRUCKING		
E 609-49750-333	Freight and Express	\$157.81	2968	DELIVERY
Total MILLER TRUCKING		\$157.81		
10900 Liquor Bank		\$119,644.88		
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Fund Summary				
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10900 Liquor Bank				
609 MUNICIPAL LIQUOR FUND		\$119,644.88		
		\$119,644.88		

RESOLUTION NO. 11 – 36

RESOLUTION ASSESSING MOWING COSTS

BE IT RESOLVED by the Milaca City Council that the council hereby assess the following cost of nuisance abatements for a period of one (1) year at the rate of seven (7) percent payable for 2012 taxes:

PID #	OWNER	ADDRESS	DATE OF MOWING	ASSESSED
21-024-0201	Auburn, David	1020 Central Ave N	9/9/2011	\$55.00
21-036-2800	Noack, Kenneth Jr	600 4th Ave SE	9/6/2011	\$55.00
21-036-3300	Hart, Jon	610 4th Ave SE	9/6/2011	\$55.00
21-041-0560	Nationwide Advantage Mtg.	355 3 rd Ave NW	9/9/2011	\$55.00
21-360-0550	Wilcox, Justin	860 2nd Ave NW	9/6/2011	\$55.00

Adopted this 20th day of October, 2011.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

RESOLUTION NO. 11 – 37

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF
TRANSPORTATION GRANT AGREEMENT FOR AIRPORT MAINTENANCE AND
OPERATION

It is resolved by the City of Milaca as follows:

1. That the State of Minnesota Agreement No. 95263, “Grant Agreement for Airport Maintenance and Operation,” is accepted.
2. That the Mayor and City Manager are authorized to execute this Agreement and any amendments on behalf of the City of Milaca.

Adopted this 20th day of October, 2011.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF MILLE LACS

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the City of Milaca at an authorized meeting held on the 20th day of October, 2011 as shown by the minutes of the meeting in my possession.

Signature: _____
City Manager

SEAL

GRANT AGREEMENT FOR AIRPORT MAINTENANCE AND OPERATION

This Agreement is by and between the state of Minnesota acting through its Commissioner of Transportation ("State"), and the **City of Milaca** ("Recipient").

WHEREAS, the Recipient desires the financial assistance of the State for maintenance and operation of the **Milaca Municipal Airport** ("Airport"); and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 and 360.305 to provide financial assistance to the Recipient for its airport.

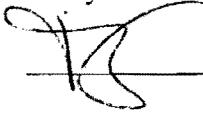
NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect for the State's fiscal years **2012** and **2013**.
2. If paint striping of the Airport is a part of this Agreement, the State will contract for the periodic paint striping of the airport runways and taxiways. The Recipient agrees to a deduct of **\$0.00** as its assigned share of airport paint striping. The Recipient agrees to cooperate with the marking operation.
3. The Recipient will keep the runway and the area around the lights mowed. The grass will be mowed at least 7 feet beyond the lights, and at no time will the grass exceed 6 inches in height on the landing area.
4. If the Airport is to remain operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks will be limited in height so that aircraft wings, engines, and propellers will clear them, and landing strip markers and/or lights will remain visible.
5. The Airport must pass periodic inspections performed by a representative of the Office of Aeronautics for compliance with the rules of the Department of Transportation and for compliance with this Agreement. If the Airport is not so maintained, then no reimbursement will be made hereunder.
6. The State will reimburse the Recipient for 2/3 of the eligible maintenance and operation costs not reimbursed by any other source, not to exceed **\$3,800.00** of State aid for each State fiscal year. If applicable, this base amount already includes the deduct for paint striping.
7. The Recipient will submit a breakdown of its incurred costs to the Director of the Office of Aeronautics on forms supplied by the Office of Aeronautics. Costs must be submitted to the Director of the Office of Aeronautics on or before August 1 for each State fiscal year ending June 30. No requests received after August 1 for the preceding State fiscal year will be honored by the State. The State reserves the right to reject items that may not be eligible for reimbursement, and reimbursement may be denied entirely if the Airport is not properly maintained in accordance with this Agreement.
8. The Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes Sections 360.061 to 360.074.

9. The State may immediately terminate or suspend this Agreement if the funds necessary to pay the State's share are not received from the Minnesota Legislature or other funding source. The State will provide notice of such lack of funding as soon as possible. Upon such termination or suspension, the State will pay the Recipient a pro-rata share for work performed prior to such notice, to the extent that funds are available.
10. Under Minnesota Statutes § 16C.05, subd. 5, the Recipient's books, records, documents, and accounting procedures and practices relevant to this Grant Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Contract.
11. The Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes § Chapter 13, as it applies to all data provided by the State under this Grant Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Recipient under this Grant Contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Recipient or the State.

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

By:  _____

Date: SEP 22 2011 _____

Purchase Order (PO) ID No: 17776 _____

MnDOT Contract Management

as to form & execution

By: _____

Date: _____

Recipient

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Commissioner, Minnesota Department of Transportation

By: _____
Director, Office of Aeronautics

Date: _____

CITY OF MILACA
255 1ST ST EAST
MILACA MN 56353
(320) 983-3141
(320) 983-3142 FAX
www.cityofmilaca.org



- Peddler Application
 Solicitor
 Transient Merchant Application

NAME OF APPLICANT: Maack Timothy Fitch
FIRST FULL MIDDLE LAST

HOME ADDRESS: 11951 103rd Ave NE Foley MN 56329
CITY STATE ZIP

APPLICANT IS: Individual Partnership Corporation Other Organization

FULL NAME OF BUSINESS OR ORGANIZATION: Edward Jones

BUSINESS ADDRESS: 621 N Benton Dr Ste 102 Shank Rapids MN 56379
CITY STATE ZIP

BUSINESS TELEPHONE: [REDACTED] BUSINESS CELL PHONE: [REDACTED]

Are you a U.S. citizen? Yes No

If employed, name of employer: Edward Jones

Address of employer: 621 N Benton Dr Ste 102 Shank Rapids, MN 56379

.....
If you checked Partnership, Corporation or Other Organization, please complete the following otherwise go to Page 2.

PARTNERSHIP, CORPORATION OR OTHER ORGANIZATION

Is Partnership, Corporation or Other Organization organized under Minnesota Law? _____ Yes _____ No

a) If no, State in which organized: _____

b) Is Organization authorized to do business in Minnesota: _____ Yes _____ No

c) Attach a copy of Certificate of Authority to transact business in Minnesota.

Address of registered office of registered agent in State of Minnesota:

City State Zip

Attach a list of every agent or employee of the applicant who will transact business within the City of Milaca on behalf of the applicant, including the following information:

Name	Address	Telephone Number	Driver's License # (along with a copy of license)
------	---------	------------------	---

Type of business to be conducted: Financial Planner

Have goods to be sold been grown or produced by you? _____ Yes No

Location where business will be conducted: (Please list streets or describe precise area. If business is to be conducted from one location, please give street address: Home of Client at 601 N Benton Dr - Sauk Rapids,
Will be opening an office in Foley

Length of time license is desired:
Days From Mon to Friday
Hours From 9 am to 5 pm
Months from Oct to July

Describe vehicle(s) to be used, if any: 2003 Saturn Green [REDACTED]
Year Make Color License #
Year Make Color License #

Do you have similar licenses in any other city: Yes _____ No
If yes, please name cities: Sauk Rapids

Please attach a copy of Permit for retail sales issued by the State of Minnesota, pursuant to MN Statutes #297A.

Mandi Felt 10/20/2011
Applicant's Signature Date

.....

Fee: \$25.00 Date Paid: _____ Cash Check
Approved/Denied by: _____ Date _____

PROCESSION OF PROPERTY SEIZED FOR ADMINISTRATIVE FORFEITURE

MN STAT 609.531

POLICY

It shall be the policy of the Milaca Police Department that all employees of the agency, all employees assigned to another law enforcement agency's task force and all employees assigned from an outside law enforcement agency to a task force in which this agency serves as the fiscal agent, shall follow all state and federal laws pertaining to the processing of property seized for forfeiture. Training will be provided by the employing law enforcement agency in consultation with the prosecuting authority to officers who may exercise the use of administrative forfeiture in the performance of their assigned duties. Such training to be conducted whenever the agency policy is changed or modified based upon administrative directives, legislative statutes changes and/or relative court decisions. Training may include but not limited to agency policy, directives, electronic or traditional classroom education.

DEFINITIONS

Cash: money in the form of bills or coins, traveler's checks, money orders, checks or other forms of electronic money or stored value cards, including but not limited to gift cards, debit cards, gift cards/certificates or other negotiable financial instruments.

Conveyance Device: a device used for transportation and includes but is not limited to a motor vehicle, trailer, snowmobile, airplane or vessel and any equipment attached to it. The term "conveyance device" does not include property, which is, in fact, itself stolen or taken in violation of the law.

Firearms/ammunition/firearm accessories: a device that projects either single or multiple projectiles at high velocity. Ammunition is a term meaning the assembly of a projectile and its propellant. Accessories include but are not limited to holsters, gun cases, fire arm optics, suppression devices, cleaning supplies, etc.

Forfeiture: the process by which legal ownership of an asset is transferred to a government or other authority.

Jewelry/Precious Metals/Precious Stones: The term "precious metals/precious stones" includes items of jewelry such as rings, necklaces and watches that reasonably appear to be made of precious metals or precious stones. Precious metals include but are not limited to gold, silver, platinum, iridium and palladium. Precious stones, often referred to as gemstones, include but are not limited to diamonds, emeralds and rubies.

Forfeiture/Seized Property Reviewer: an Agency employee responsible for reviewing all forfeiture cases and is the liaison between the Agency and prosecutor's office.

Seizure: the act of law enforcement officials taking property, including cash, vehicles, etc. that has been used in connection with or acquired by illegal activities.

SEIZED PROPERTY SUBJECT TO ADMINISTRATIVE FORFEITURE

The following property may be seized and is presumed under MN STAT 609.5314 to be subject to administrative forfeiture if the item has a retail value of \$50,000.00 or less:

All money, precious metals and precious stones found in proximity to:

- controlled substances;
- forfeitable drug manufacturing or distributing equipment or devices; or
- forfeitable records of manufacture or distribution of controlled substances.

All conveyance devices containing controlled substances with retail value of \$100 or more if possession or sale of the controlled substance would be a felony under MN STAT Chapter 152.

All firearms, ammunition and firearm accessories found:

- in a conveyance device used or intended for use to commit or facilitate the commission of a felony offense involving a controlled substance;
- on or in proximity to a person from whom a felony amount of controlled substance is seized; or
- on the premises where a controlled substance is seized and in proximity to the controlled substance, if possession or sale of the controlled substance would be a felony under MN STAT Chapter 152.

Situations in which forfeiture should not be pursued:

- Seizure of property not listed above must be processed, reviewed and approved by the unit supervisor.

PROCESSING SEIZED PROPERTY FOR FORFEITURE PROCEEDINGS

When any property as described in the above section is seized, the peace officer making the seizure must prepare the following:

- The proper Notice of Seizure and Intent to Forfeit Property form. This form must be completed to include the following: a list describing each item seized, the name of the individual served with the Notice, location, and the date of seizure. Administrative forfeiture notices are NOT to be given for assets seized under MN STAT 609.5314 if the retail value of the asset exceeds \$50,000.00.
- A receipt for the item(s) seized.

The Notice form also contains information in English, Hmong, Somali and Spanish concerning the right to obtain judicial review and the procedure under MN STAT 609.5314 to follow to obtain it. The form must be dated and signed by the peace officer conducting the seizure. An agency case number must be included on the form. The individual from whom property is seized must be given an opportunity to sign the seizure notice form. If the person refuses, the peace officer conducting the seizure must check the appropriate

box indicating the refusal to sign. If property is seized from multiple individuals, a separate seizure form will be completed for each individual. A copy of the seizure form must be given to the individual served.

All property subject to and being processed for forfeiture through the agency must be held in the custody of the agency.

The peace officer conducting the seizure shall forward the original and pink copy of the seizure notices, seized property processing worksheets, property receipts and reports to the Forfeiture/Seized Property Reviewer within 10 days of seizure.

The peace officer conducting the seizure shall inform the Forfeiture/Seized Property Reviewer of the estimated retail value of drugs found in proximity to the asset seized.

Cash

Peace officers shall not seize cash having an aggregate value less than \$15.00, unless pre-recorded buy funds are included in the cash seized. Cash shall be recounted and the amount verified by another peace officer, jail staff, another employee of the City of Milaca or the individual from whom the property is seized may be asked to sign the seized/evidence currency log. The property bag and/or inventory receipt shall then be co-signed when cash is involved.

All forfeitable cash seized will be turned over to the Forfeiture/Seized Property Reviewer or property/evidence room as soon as practicably possible during the same tour of duty as the seizure.

Prior to deposit with the Forfeiture/Seized Property Reviewer, peace officers shall examine all cash seized to determine whether it contains any buy funds. Peace officers shall document the recovery of all buy funds and deposit those funds with the Forfeiture/Seized Property Reviewer to be returned to the appropriate unit's buy fund account.

Peace officers seizing cash shall also prepare a property inventory. If cash is seized from multiple individuals, a property inventory receipt will be completed for each individual. The property inventory receipt shall specify the total amount of cash seized from each individual. The agency property inventory shall also contain a detailed description of all checks, money orders and/or travelers checks or other financial instruments.

The peace officer conducting the seizure shall provide a copy of the completed property inventory receipt to the Forfeiture/Seized Property Reviewer.

It is the seizing peace officer's responsibility to secure the cash consistent with the agency policy or procedure.

Jewelry/Precious Metals/Precious Stones

Peace officers seizing jewelry, precious metals and/or precious stones will write a detailed description of each item on the property inventory receipt prior to inventorying the items. A copy of the property inventory receipt and any photographs of the jewelry, precious metals and/or precious stones shall be delivered to the Forfeiture/Seized Property Reviewer.

Peace officers seizing jewelry, precious metals and/or precious stones shall deliver those items to the property/evidence room as soon as practicably possible.

Conveyance Device

Upon seizure for forfeiture, all conveyance devices shall immediately be either taken to a secure designated area or to an agency approved impound facility.

Peace officers shall inventory the conveyance device and its contents in accordance with agency policy. Peace officers shall also complete applicable report forms and distribute them appropriately.

Firearms/Ammunition/Firearm Accessories

When firearms, ammunition or firearms accessories are seized, they shall be inventoried and delivered to the property/evidence room as per agency policy/procedure.

CASE FILE STATUS

The Forfeiture/Seized Property Reviewer shall forward all changes to forfeiture status to the supervisor who initiated the case.

REPORT WRITING

Peace officers seizing property must complete a report. All reports must include a description of the items seized, where the property is turned-in/inventoried, the name of the individual served, the date the seizure form was served, the name of the serving peace officer and whether or not the individual signed the Notice of Seizure and Intent to Forfeit Property form.

All reports dealing with seized property will be completed within 24 hours of the seizure when practically possible.

(02/11)

BODY ARMOR

I. PURPOSE

The purpose of this policy is to provide law enforcement officers with guidelines for the proper use and care of body armor.

II. POLICY

It is the policy of this law enforcement agency to maximize officer safety through the use of body armor in combination with prescribed safety procedures. While body armor provides a significant level of protection, it is not a substitute for the observance of officer safety procedures.

III. DEFINITIONS

Field Activities: Duty assignments and/or tasks that place or could reasonably be expected to place officers in situations where they would be required to act in enforcement rather than administrative or support capacities.

IV. PROCEDURES

A. Issuance of Body Armor

1. All body armor issued must comply with protective and related requirements prescribed under current standards of the National Institute of Justice as may be amended.
2. Body armor that is worn or damaged shall be replaced by the agency.

B. Use of Body Armor

1. Officers shall wear only agency-approved body armor.
2. Officers that are assigned to a uniformed function and non-uniformed sworn officers are required to wear body armor while engaged in field activities both on duty and during off duty employment unless exempt as follows:
 - a. When there is a documented medical condition that would preclude wearing body armor.
 - b. When the officer is involved in undercover or plain clothes work that his/her supervisor determines could be compromised by wearing body armor; or
 - c. When the department determines that circumstances make it inappropriate to mandate wearing body armor; or
 - d. When uniformed personnel who are assigned to administrative duties that generally require them to remain in police headquarters elect to not wear the body armor.
3. It is highly recommended that even if an officer is exempt from the use of body armor requirements that they have their protective body armor immediately available at all times, during their tour of duty. It is further recommended that those officers who are exempt from the body armor requirements continue to use protective body armor when responding to calls.

- C. Inspections of Body Armor
 - 1. The Police Chief shall be responsible for ensuring that body armor is worn and maintained as required by this policy through routine observation and periodic documented inspections.
 - 2. Semi-annual inspections of body armor shall be conducted for fit, cleanliness, and signs of damage, abuse and wear.

- D. Care, Maintenance and Replacement of Body Armor
 - 1. Officers shall routinely inspect personal body armor for signs of damage and for general cleanliness.
 - 2. As dirt and perspiration may erode ballistic panels, each officer shall be responsible for cleaning personal body armor in accordance with the manufacturer's instructions.
 - 3. Officers are responsible for the proper storage, maintenance and care of body armor in accordance with manufacturer's instructions.
 - 4. Officers are responsible for reporting damage or excessive wear to the ballistic panels or cover to the Police Chief.

Officer Involved Domestic Violence, Stalking and Sexual Assault Policy

I. PURPOSE

The purpose of this section is to establish procedures for the prevention and handling of these acts of domestic violence, stalking or sexual assault committed by law enforcement officers.

II. DEFINITIONS

For the purposes of this policy, the words and phrases in this section have the meanings given to them, unless another intention clearly appears.

- A. **Domestic Violence** means domestic abuse as defined in Minnesota Statute 518B.01, subd. 2 and 18 U.S.C. 921 (33)
- B. **Law Enforcement Officer** means any peace officer as defined in Minnesota Statute 609.487, subd. 2.
- C. **Qualifying Protective Order** means court orders as described in Minnesota Statute 518B.01, including Orders for Protection and Domestic Abuse No Contact Orders as well as court orders as defined by 18 U.S.C. 922 (8).
- D. **Sexual Assault** means any behavior as defined in Minnesota Statutes 609.342, 609.343, 609.344, 609.345, and 609.3451.
- E. **Stalking** means behavior as defined in Minnesota Statute 609.749, subds. 1 and 2.

III. POLICY AND PROCEDURE

The profession of law enforcement is not immune from members committing domestic violence, stalking or sexual assault against their intimate partners and/or family members. The purpose of this section is to establish procedures for the prevention and handling of these acts of domestic violence, stalking or sexual assault committed by law enforcement officers.

- The department may, either in response to observed warning signs or at the request of a law enforcement officer, intimate partner, or other family member, provide non-punitive avenues of resources before an act of domestic violence, stalking or sexual assault occurs.
- Law enforcement officers are encouraged to take personal responsibility in seeking confidential referrals and assistance from the department/city/county to prevent a problem from escalating to the level of criminal conduct against an intimate partner.
- All reports of possible criminal activity implicating law enforcement officers in domestic violence, stalking or sexual assault situations shall be documented in accordance with the policies governing the handling of reports of domestic violence, stalking or sexual assault involving civilians.

- The on-scene supervisor or senior law enforcement officer if there is not a supervisor on duty, shall forward a copy of the report alleging domestic violence, stalking or sexual assault by the law enforcement officer to the chief/sheriff.
- Law enforcement officers will give victim(s) information on obtaining help from the local Domestic Violence and Sexual Assault Center. Law enforcement officers also shall notify the Domestic Violence and Sexual Assault Center at the time of the assault or incident.
- Law enforcement officers who engage in the following actions may be subject to discipline up to and including dismissal pursuant to their individual agency's policies and procedures:
 1. Failure to report knowledge of domestic violence, stalking or sexual assault involving another law enforcement officer.
 2. Failure to cooperate with the investigation of another law enforcement officer's domestic violence, stalking or sexual assault case (except in the case where that law enforcement officer is the victim.)
 3. Interference with cases involving themselves or fellow law enforcement officers.
 4. Intimidation/coercion of witnesses or victims. (ie.,surveillance, harassment, stalking, threatening, or falsely reporting)
 5. Failure to complete a thorough report. In all cases of domestic violence, stalking or sexual assault involving a law enforcement officer, reports should be forwarded to the prosecuting authority for review and/or charges.
- If a law enforcement officer is arrested for domestic violence, stalking or sexual assault, the immediate seizure of weapons from the arrested law enforcement officer shall be pursuant to the individual agency's policies and procedures and/or court order. All state and federal statutes, laws and rules shall apply. The ongoing possession and eligibility to carry any weapon by the arrested law enforcement officer shall be in accordance with all state and federal statutes, laws and rules.
- The surrender of weapons from law enforcement officers who are the subject of personnel misconduct investigations shall be pursuant to the individual agency's policies and procedures.
- Law enforcement officers who are named in protective orders shall be subject to state and federal statutes, laws and rules with regard to any weapons.
- If the Chief or Sheriff is the suspect or offender, the responding law enforcement officer will notify the next law enforcement officer in command within the Chief or Sheriff's agency. If the Chief or Sheriff is arrested, all applicable agency policies and procedures shall be adhered to with regard to the surrender of weapons. All state and federal statutes, laws and rules pertaining to the possession and eligibility to carry weapons shall apply.
- Law enforcement officers who learn they are the subject of a criminal investigation of domestic violence, stalking or sexual assault, regardless of jurisdiction, are required to immediately make a report to their supervisor or administration and provide notice of the court dates, times, appearances, and proceedings.
- Law enforcement officers who learn they are the subject of a qualifying protective order, whether or not the order is issued and regardless of jurisdiction, shall immediately notify their supervisor or administration and provide a copy of the order, if issued. If subject to a qualifying protection order, the law enforcement officer shall surrender all department issued firearms pursuant to the agency's policies and procedures. Law enforcement officers who are the subject of a qualifying protective order shall be subject to all federal and state statutes, laws and rules with regard to the possession of and eligibility to carry a weapon.

- If the suspect of a domestic assault, stalking or sexual assault is a (respective agency here) law enforcement officer, the case shall be investigated by another agency at the time the call is responded to, or as soon thereafter as possible. This decision shall be made by the on duty supervisor or the senior law enforcement officer if there is not a supervisor on duty. After the initial investigation, the case shall be reviewed by the Chief/Sheriff or their designee the next business day for submission to another law enforcement agency for review in order to avoid any perceived or actual conflict of interest.
- The Chief of Police or Sheriff adhering to Minnesota Data Practices will notify the employing agency of the arrested law enforcement officer by the next business day.
- The Chief of Police or Sheriff will see that the victim is afforded all the rights and protections under the Family Violence Protection Act.
- A supervisor of the respective agency **will be called** to the scene when there is a call on a law enforcement officer involved domestic violence, stalking or sexual assault incident. No law enforcement officer shall be the only arresting law enforcement officer on a scene involving a fellow law enforcement officer. Law enforcement officers, if equipped, shall run an audio recorder.
- Once an arrest is made and goes to charge, the chief/sheriff will address with the department law enforcement officers the conduct of acting in support of the law enforcement officer being charged. No law enforcement officer shall intimidate victims through dress (uniform) when attending a court proceeding involving the victim of the crime. There will be no intentional acts of intimidation against the victim. If a law enforcement officer is not on duty they are not to use department equipment to attend a court proceeding.
- Communication officers/dispatchers receiving domestic violence, stalking or sexual assault calls involving law enforcement officers will enter a call for service and notify the appropriate supervisor or senior law enforcement officer. Communication officers/dispatchers will also preserve the original documentation of the facts of the call, including the 911 tape for potential use in administrative or criminal investigations.
- All law enforcement officers will adhere to the Minnesota Law Enforcement Code of Ethics when working with cases involving officer-involved domestic violence, stalking or sexual assault.

**CITY OF MILACA
FUND BALANCE POLICY**

I. PURPOSE

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Government Accounting Standards Board (GASB).

II. GENERAL STATEMENT OF POLICY

The policy of this city is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

III. DEFINITIONS

- A. "Assigned" fund balance amounts are comprised of unrestricted funds constrained by the city's intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the city's intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the city council and that remain binding unless removed by the city council by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. "Enabling legislation" means legislation that authorizes a city to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes enforceable requirement that those resources be used only for the specific purposes listed in the legislation
- D. "Fund balance" means the arithmetic difference between the assets and liabilities reported in a city fund.
- E. "Nonspendable" fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but

not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.

- F. "Restricted" fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- G. "Unassigned" fund balance amounts are residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. "Unrestricted" fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

IV. CLASSIFICATION OF FUND BALANCES

The city shall classify its fund balances in its various funds in one or more of the following five classifications; nonspendable, restricted, committed, assigned, and unassigned.

V. MINIMUM FUND BALANCE

The city will strive to maintain a minimum unassigned general fund balance of 5 months of operating expenses.

VI. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the city will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

VII. COMMITTING FUND BALANCE

A majority vote of the city council is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the council.

VIII. ASSIGNING FUND BALANCE

The city council by majority vote, may assign fund balances to be used for specific purposes when appropriate. The council also delegates the power to assign fund balances to the City Manager. Assignments so made shall be reported to the city council on an annual basis, either separately or as part of ongoing reporting by the assigning party if other than the city council.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IX. REVIEW

The city council will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

Legal References: Statement No. 54 of the Governmental Accounting Standards Board



P.O. Box 467
 Brainerd, MN 56401
 (218) 828-4828
 1-800- 735-1440
 www.PeoplesSecurity.com

NAME	<u>MILACA HISTORICAL SOCIETY</u>	DATE	<u>04/07/11</u>
ADDRESS	<u>145 CENTRAL AVENUE</u>	PHONE	<u>320-982-1212</u>
CITY	<u>MILACA</u> STATE <u>MN</u>	ZIP	<u>56353</u>
SITE NAME	<u>SAME</u>		
SITE ADDRESS	<u>SAME</u>		

SECURITY SYSTEM PROPOSAL FOR: Security & Fire

- 1 - First Alert 148 Control Communicator
- 1 - First Alert 570 Keypad
- 3 - Door Contacts
- 2 - Motion Detectors
- 3 - Smoke Detectors
- 1 - Siren
- 1 - Wireless Receiver

Total Investment: \$1,611.00

The above pricing includes all equipment, installation, taxes and a one year warranty (parts and service).

The above system is designed to be monitored. Monitoring is provided by People's Security Company's UL Listed Central Station 24 hours a day for \$20.99 per month plus tax, prepaid annually.

BURGLARY

FIRE

FREEZE UP

CCTV

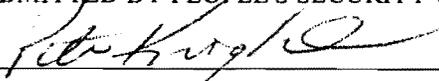
DOOR ACCESS

STRUCTURED WIRING

SURROUND SOUND

HOME THEATER

SUBMITTED BY PEOPLE'S SECURITY COMPANY, INC.

By 

Pete Knight

This proposal may be withdrawn after thirty (30) days.

RESOLUTION NO. 11 – 38

RESOLUTION ASSESSING COSTS RELATED TO ABATING A HAZARDOUS BUILDING IN THE CITY OF MILACA

WHEREAS there is an accessory located at 625 Central Avenue South in Milaca, that the Milaca City Council determined was a hazardous building; and,

WHEREAS the City gave the property owners of record, Roger and Donna Holland, notice to either correct the hazardous conditions, or raze the structure, and if the work was not completed within that time period, the city would seek a court order to remove the structure; and,

WHEREAS the property owners took no action to abate the nuisance, and after the deadline passed, the city sought an order from District Court that would permit the city to remove the structure and assess all related costs; and,

WHEREAS that order was approved with the following Court File Number: 48-CV-10-2881,

NOW THEREFORE BE IT RESOLVED that the Council hereby approves, pursuant to the above-reference court order, the following assessment for a period of one year at seven (7) percent interest per annum:

\$5,455.72

Roger and Donna Holland
625 Central Avenue South
Milaca, MN 56353
PID #21-280-0230

Adopted this 20th day of October, 2011.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

RESOLUTION NO. 11 – 39

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF MILACA ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Milaca on behalf of its Prosecuting Attorney and its police department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW THEREFORE BE IT RESOLVED by the City Council of Milaca, Minnesota, as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Milaca on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Police Chief, or his or her successor, is designated the Authorized Representative for the police department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the Milaca City Manager is appointed as the Authorized Representative's designee.

3. That the Prosecuting Attorney, or her successor, is designated the Authorized Representative for the police department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the Milaca City Manager is appointed as the Authorized Representative's designee.

4. That Harold Pedersen, the Mayor of the City of Milaca, and Greg Lerud, Milaca City Manager, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and adopted by the Council on this 20th day of October, 2011.

Mayor Harold Pedersen

ATTEST

Greg Lerud, City Manager

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Milaca on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Greg Lerud, City Manager, 255 1st Street East, Milaca, MN 56353, (320) 983-3141, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

CFMS Contract No. A- _____

2. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

MILACA ECONOMIC DEVELOPMENT COMMISSION MINUTES
SEPTEMBER 16, 2011

The Milaca economic development commission was called to order at 7:35 a.m. by Chairman Joe Cronin. The following commission members were present: Nelson, Brown, Maitland, Dillan, and Lerud.

Dillan and Lerud briefed the group about the Downtown Duluth contest. Duluth created a contest for awarding a package of incentives to attract a new and encourage an existing business expansion. There was a discussion about how to proceed. It was decided to divide up the duties as follows: Maitland – the Times and Copy Fast, Brown – the Chamber and Frontier, Dillan – Initiative Foundation and Small Business class, Cronin – Land, Lerud – Land and ECE. Lerud said he would work up a short description of the contest so everyone had something to use when they make their contact. The plan is to discuss it at the October meeting, then be ready to open the contest January 1.

Jeff Brown said there are two groups formed to start visiting with area businesses through the Grow MN program. He said one interview has already done, and the plan is that early next year there would be more involvement other than Chamber Board members, so all the businesses can be interviewed and reports about what the needs and hurdles facing businesses could be identified and addressed.

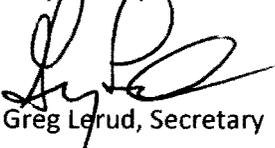
Nelson said that Superintendent is looking for people to host small meetings at their business or homes about the upcoming referendum. She said if you are interested, please let Jerry know.

Brown said the downtown committee met earlier this week about downtown street scape plans. Lerud said the group is looking at three initial ideas – more pedestrian-friendly street lighting, and pocket park on 2nd Avenue, and increasing the number of public parking spots.

Cronin provided a copy of the article about commuting. The report showed that Mille Lacs County has one of the longest commute times.

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

Respectfully submitted,



Greg Lerud, Secretary

Milaca Economic Development Commission

