

CITY OF MILACA
CITY COUNCIL MEETING
COUNCIL AGENDA
March 15, 2018

1. Call Meeting to Order 6:30 p.m.
2. Pledge of Allegiance
3. Roll Call- Present: Mayor-Pete Pedersen__ Council Members; Dave Dillan__ Ken Muller__ Norris Johnson__ Laurie Gahm__
Absent;_____
4. **Approval of Agenda** MB__2nd__AIF__O__
5. **Consent Agenda** MB__2nd__AIF__O__
 - A. Approval of the Minutes – February 15, 2018
 - B. Approval of Bills
 - C. Approval of Treasurer’s Report
 - D. Approval of Mutual Aid Agreements-
 - E. Contract Extension with Mille Lacs County – Building Official
 - F. Resolution 18-10 Back Alley Bowl Consumption and Display License
 - G. Resolution 18-11 Timber Valley Grille- On Sale Liquor License and Sunday On Sale Liquor License
6. **Citizen Open Forum-**
7. **Public Hearing- None**
8. **Requests and Communications- Public Alert System**
9. **Ordinances and Resolutions-**
10. **Reports of Departments, Boards and Commissions**
 - H. Police Department- Monthly Activity Report- Approval of Union Labor Agreement MB__2nd__AIF__O__
 - I. Parks Commission- Mayor to review activity
 - J. Public Works Department-Activity Report- New Street Signs MB__2nd__AIF__O__
 - K. Planning Commission – Kwik Trip March 12th, 2018-Conditional Use and Variance. MB__2nd__AIF__O__
 - L. Planning Commission- Appoint Planning and Zoning Commission Member Joel Millam MB__2nd__AIF__O__
 - M. Economic Development Commission- Next Meeting March 19th
 - N. Fire Department-
 - O. Airport Commission- March 14th Meeting
 - P. MCAT-IF Training- Phase II
 - Q. Joint Powers Board- No Activity
 - R. Safety Committee- Next Meeting February
11. **Unfinished Business-** Reminder to review Dangerous Dogs 1 year expiration in September.
12. **New Business-**
13. Special Event Permit-Mille Lacs Soil and Water MB__2nd__AIF__O__
14. Mille Lacs County Letter of Support for County to file Opportunity Zone Application MB__2nd__AIF__O__
15. **Council Comments**
16. **Adjourn** _____p.m. MB__2nd__AIF__O__

**MILACA CITY COUNCIL MINUTES
FEBRUARY 15, 2018 MEETING**

Call to Order Roll Call

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

Staff present: City Manager Tammy Pfaff, City Attorney Damien Toven, Police Chief Todd Quaintance, Public Works Supervisor Gary Kirkeby and Fire Chief Craig Billings.
Also Present (Signed In) Sue Drury, Jamison Jenson, Pat Thielen, Mary Stimmler, Andrea Mikila.

Approval of the Agenda

On a motion by Johnson and seconded by Gahm, the agenda was approved. Motion carried unanimously.

Consent Agenda

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

- a) Minutes of the January 18, 2018 City Council Meeting
- b) Bills for Payment
- c) Approval of Treasurer's Report
- d) Resolution 18-07 Modifying TIF District 2-6
- e) Resolution 18-08 Execute MNDOT Grant Agreement-Airport Land Acquisition.
- f) Resolution 18-09 Accepting Donation from Verizon

Citizens Forum-

Milaca School Board Recognition Week

Public Hearing – none

Requests and Communications-

Ordinances and Resolutions-

Reports of Departments, Boards and Commissions

Police Department- Council reviewed the monthly report.

Parks Commission- Mayor Pedersen reported on the park commission meeting.

Public Works Department- Council reviewed the activity report. New street signs were approved upon a motion by Gahm and seconded by Muller, and this will comply with the retro reflectivity requirement. Motion carried unanimously.

Public Works Department- Adoption of policy to allow use of city vehicles while on-call. Upon a motion by Johnson and seconded by Muller the policy is adopted. Motion carried unanimously.

Liquor Store- No activity to report.

Economic Development Commission- January 22 meeting.

Fire Department- Open House to be held on March 26th at 7:00 p.m.

Airport Commission- No meeting held in February.

MCAT – Mayor Pedersen stated that we will have a leadership session on January 25th at the MAC center.

Joint Powers Board with City of Braham; No meeting.

Safety Committee- meeting in February.

Unfinished Business – Letter from City Attorney regarding hazardous building. Council approved the city attorney to continue with the process and the city attorney will publish notice for three weeks to file with the district court for action on the property. The motion to proceed with action was introduced by Johnson and seconded by Muller. Motion carried unanimously.

New Business- New City Sign- The new sign is approved upon a motion by Muller and seconded by Johnson. Motion carried unanimously.

Special Event Permit- Rec Park, for a special event of a wedding. Permit is approved upon a motion by Muller and seconded by Johnson. Motion carried unanimously.

Peddler's Application- Sara Liebeck submitted a peddler's application for selling ice cream. Upon a motion by Johnson the permit is approved. The motion is seconded by Gahm. Motion carried unanimously.

Council Comments

Mayor Pedersen asked the council for comments:

Council member Johnson- no comments

Council member Muller- commented that public works is doing a good job.

Council member Gahm- commented that the streets look nice.

Mayor Pedersen-commented that the Rental Ordinance will go to Planning and Zoning in April 9th, for a public hearing.

Adjourn

With no other business presented before the council, a motion to adjourn was made by Muller, seconded by Johnson, all present voted in favor and the meeting adjourned at 7:01 p.m.

Motion carried unanimously.

Mayor Harold Pedersen

ATTEST

City Manager Tammy Pfaff

CITY OF MILACA
Check Summary Register
10100 General Bank - Checks

	Name	Check Date	Check Amt	Description
Paid Chk# 044004	AMAZON	2/26/2018	\$2,422.72	SOUND BAR SYSTEM-FIRE
Paid Chk# 044005	BLUE CROSS BLUE SHIELD OF MINN	2/26/2018	\$12,773.31	MEDICAL INSUR-MARCH
Paid Chk# 044006	DELTA DENTAL OF MINNESOTA	2/26/2018	\$30.45	PED DENTAL-MARCH
Paid Chk# 044007	FAMILY HERITAGE LIFE INS CO	2/26/2018	\$135.00	SUPPL LIFE INS -FEB 2018
Paid Chk# 044008	L.E.L.S.	2/26/2018	\$245.00	POLICE UNION DUES-MARCH
Paid Chk# 044009	MN BENEFIT ASSOCIATION	2/26/2018	\$572.08	LIFE/DENTAL-MARCH
Paid Chk# 044010	UNUM LIFE INSURANCE CO	2/26/2018	\$579.56	LIFE, STD, LTD-MARCH
Paid Chk# 044011	VERIZON WIRELESS	2/26/2018	\$250.16	FEB WIRELESS ROUTER SVC
Paid Chk# 044012	VISA	2/26/2018	\$933.00	VACUUM CLEANERS-LIBRARY
Paid Chk# 044013	U.S. POSTAL SERVICE	2/27/2018	\$243.69	FEB BILLINGS
Paid Chk# 044014	FRONTIER	3/8/2018	\$857.12	PHONE SVC-POLICE
Paid Chk# 044015	JIM'S MILLE LACS DISPOSAL	3/8/2018	\$99.56	GARBAGE-FIRE
Paid Chk# 044016	MILACA BLDG CENTER	3/8/2018	\$187.92	SHOP SUPPLIES-PW
Paid Chk# 044017	AMERICAN LEGAL PUBLISHING COF	3/15/2018	\$203.00	2018 FOLIO SUPPLEMENT
Paid Chk# 044018	AMERIPRIDE	3/15/2018	\$132.70	RUGS-CITY HALL
Paid Chk# 044019	AW RESEARCH LABORATORIES	3/15/2018	\$63.00	TESTING-WATER
Paid Chk# 044020	BATTERY PRODUCTS INC	3/15/2018	\$85.76	BATTERIES-FIRE
Paid Chk# 044021	BILLINGS SERVICE	3/15/2018	\$2,107.77	GAS-FIRE
Paid Chk# 044022	BILLINGS, CRAIG	3/15/2018	\$72.97	REIMB PAPER TOWELS-FIRE
Paid Chk# 044023	BROTHERS FIRE & SECURITY	3/15/2018	\$778.00	FIRE EXTINGUISHER REPLACEMENT-
Paid Chk# 044024	CCF ENGINEERING	3/15/2018	\$7.78	PARTS-PW
Paid Chk# 044025	CENTRAL FLEET SERVICE	3/15/2018	\$2,046.28	DOT INSPECTION/REPAIR-PW
Paid Chk# 044026	CORE & MAIN LP	3/15/2018	\$2,239.37	SENSUS ANNUAL SUPPORT
Paid Chk# 044027	CORNER MART	3/15/2018	\$1,868.64	GAS-POLICE
Paid Chk# 044028	CRAWFORDS EQUIPMENT	3/15/2018	\$3,720.50	BOBCAT ANGLE BROOM
Paid Chk# 044029	DIAMOND VOGEL PAINTS	3/15/2018	\$164.35	SUPPLIES-PW
Paid Chk# 044030	DOVE FRETLAND PLLP	3/15/2018	\$3,596.77	CRIMINAL RETAINER-FEB 2018
Paid Chk# 044031	E.C.M. PUBLISHERS, INC.	3/15/2018	\$407.65	SEASONAL WORKER AD-PARKS
Paid Chk# 044032	EARL F. ANDERSEN, INC.	3/15/2018	\$16,531.32	STREET SIGN REPLACEMENT
Paid Chk# 044033	EMERGENCY MEDICAL PRODUCTS	3/15/2018	\$319.90	LATEX GLOVES-FIRE
Paid Chk# 044034	FSSOLUTIONS	3/15/2018	\$250.00	ANNUAL FEE-PARKS
Paid Chk# 044035	GK CONSULTING LLC	3/15/2018	\$750.00	MARCH NETWORK
Paid Chk# 044036	HABERMAN, DIONNE	3/15/2018	\$172.38	FEB 18 OGILVIE MILEAGE
Paid Chk# 044037	HAWKINS, INC.	3/15/2018	\$1,545.85	CHEMICALS
Paid Chk# 044038	HJORT EXCAVATING	3/15/2018	\$18,120.32	WATER MAIN BREAK-645 2ND AVE S
Paid Chk# 044039	INT'L CODE COUNCIL	3/15/2018	\$135.00	M LIND-ANNUAL DUES
Paid Chk# 044040	K.E.E.P.R.S.	3/15/2018	\$1,108.47	MISC EQUIP-POLICE
Paid Chk# 044041	KATKE, DELORIS	3/15/2018	\$43.67	REIMB CHRISTMAS DECO-CITY HALL
Paid Chk# 044042	KNIFE RIVER CORP. - NORTH CENT	3/15/2018	\$650.00	RETAINING WALL REPAIR-LIBRARY
Paid Chk# 044043	KOCH'S HARDWARE HANK	3/15/2018	\$397.36	SUPPLIES-POLICE
Paid Chk# 044044	MILACA AUTO VALUE	3/15/2018	\$175.29	PARTS-PW
Paid Chk# 044045	MILACA CHAMBER OF COMMERCE	3/15/2018	\$547.45	LODGING TAX-JAN 18
Paid Chk# 044046	MILACA UNCLAIMED FREIGHT	3/15/2018	\$18.97	SHOP SUPPLIES-PW
Paid Chk# 044047	MILLE LACS CO. - AUDITOR	3/15/2018	\$169.00	PARCEL REPORTS
Paid Chk# 044048	MILLE LACS CO. SHERIFF	3/15/2018	\$3,871.00	2018 PORTABLE RADIO
Paid Chk# 044049	MILLE LACS COUNTY DAC	3/15/2018	\$552.21	CLEANING SVCS - DEP REG
Paid Chk# 044050	MINNESOTA WISCONSIN PLAYGROI	3/15/2018	\$4,258.00	PICNIC TABLES (8)

CITY OF MILACA
Check Summary Register
10100 General Bank - Checks

	Name	Check Date	Check Amt	Description
Paid Chk# 044051	MN COMPUTER SYSTEMS, INC.	3/15/2018	\$121.57	COPIER MAINTENANCE-DEP REG
Paid Chk# 044052	MN DEPT OF HEALTH	3/15/2018	\$1,590.00	1ST QTR TEST FEE
Paid Chk# 044053	MN STATE FIRE CHIEFS ASSOC	3/15/2018	\$50.00	2017 ALEX FOS TRNG-C SMITH
Paid Chk# 044054	MNDRIVERSMANUALS.COM	3/15/2018	\$324.62	DRIVERS MANUALS
Paid Chk# 044055	MUSTANG SIGNS & GRAPHICS	3/15/2018	\$2,070.00	WELCOME SIGN
Paid Chk# 044056	NAT'L VOLUNTEER FIRE COUNCIL	3/15/2018	\$49.00	ANNUAL DUES
Paid Chk# 044057	NORTHLAND FIRE PROTECTION	3/15/2018	\$147.25	RECHARGE FIRE EXTINGUISHER
Paid Chk# 044058	PRYOR LEARNING SOLUTIONS	3/15/2018	\$249.00	G KIRKEBY-LEADERSHIP TRNG
Paid Chk# 044059	QUILL CORPORATION	3/15/2018	\$225.52	CALCULATOR-DEP REG
Paid Chk# 044060	SEPTIC CHECK	3/15/2018	\$225.00	PUMP SEPTIC TANK-PW
Paid Chk# 044061	SMITH, CHRISTOPHER	3/15/2018	\$121.38	FIRE OFFICER TRNG-2/9-11
Paid Chk# 044062	STANTEC	3/15/2018	\$257.25	BOULDER RIDGE WORK
Paid Chk# 044063	TEAM LAB	3/15/2018	\$535.50	SNOW PLOW COATING-PW
Paid Chk# 044064	ZAHL-PETROLEUM MAINT CO.	3/15/2018	\$88.65	PARTS-AIRPORT
Paid Chk# 044065	ZIEGLER, ANDY	3/15/2018	\$216.54	FIRE OFFICER TRNG-2/9-11
	Total Checks		\$92,711.58	

CITY OF MILACA
Check Summary Register
10100 General Bank - ACH

	Name	Check Date	Check Amt	Description
Paid Chk# 818038E	ENDICIA ACCOUNTING	2/13/2018	\$500.00	POSTAGE FOR METER
Paid Chk# 818039E	EFTPS-STATE TAXPAYMENT	2/20/2018	\$1,838.82	STATE W/H
Paid Chk# 818040E	EFTPS-STATE TAXPAYMENT	2/20/2018	\$146.50	STATE W/H
Paid Chk# 818047E	EFTPS-STATE TAXPAYMENT	3/7/2018	\$2,021.21	STATE W/H
Paid Chk# 818048E	EFTPS-STATE TAXPAYMENT	3/7/2018	\$146.50	STATE W/H
Paid Chk# 818055E	CENTERPOINT ENERGY	3/20/2018	\$4,399.68	NATURAL GAS
Paid Chk# 818056E	EAST CENTRAL ENERGY	3/7/2018	\$12,366.56	ELECTRIC
Paid Chk# 818057E	MILACA LOCAL LINK	3/20/2018	\$294.60	PHONE SERVICE
Paid Chk# 818058E	INCONTACT INC	3/31/2018	\$63.60	LONG DISTANCE SERVICE
Paid Chk# 818059E	MIDCONTINENT COMMUNICATIONS	3/6/2018	\$65.00	INTERNET-MAR
	Total Checks		\$21,842.47	

CITY OF MILACA
Check Summary Register
10900 Liquor Bank - ACH

	Name	Check Date	Check Amt	Description
Paid Chk# 918011E	EAST CENTRAL ENERGY	3/7/2018	\$1,711.43	ELECTRIC
Paid Chk# 918012E	CENTERPOINT ENERGY	3/12/2018	\$627.31	NATURAL GAS
Paid Chk# 918013E	MN DEPT OF REVENUE	3/20/2018	\$13,929.00	LIQUOR SALES TAX
Paid Chk# 918014E	MILACA, CITY OF (WATER/SEWER)	3/15/2018	\$31.43	WATER/SEWER
Paid Chk# 918015E	HIBU	3/8/2018	\$129.99	WEB HOSTING-
	Total Checks		\$16,429.16	

CITY OF MILACA
Check Summary Register
10900 Liquor Bank - Checks

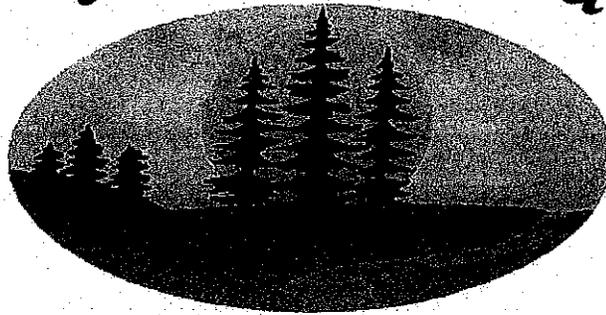
	Name	Check Date	Check Amt	Description
Paid Chk# 024359	AMAZON	2/26/2018	\$97.00	RECHARGABLE BATTERY
Paid Chk# 024360	VERIZON WIRELESS	2/26/2018	\$41.52	FEB DIGITAL SIGN
Paid Chk# 024361	BERNICKS	3/1/2018	\$4,559.83	NA
Paid Chk# 024362	BREAKTHRU BEVERAGE MN	3/1/2018	\$9,417.84	DELIVERY
Paid Chk# 024363	BROOKVIEW WINERY	3/1/2018	\$96.00	WINE
Paid Chk# 024364	C & L DISTRIBUTING CO.	3/1/2018	\$24,040.83	BEER
Paid Chk# 024365	DAHLHEIMER DISTRIBUTING CO.	3/1/2018	\$18,579.18	BEER
Paid Chk# 024366	THE FAMILY DIGEST	3/1/2018	\$45.00	ADVERTISING
Paid Chk# 024367	GRANITE LEDGE ELECTRICAL	3/1/2018	\$517.69	REPLACE LED LIGHTS
Paid Chk# 024368	J.J. TAYLOR DIST OF MN	3/1/2018	\$371.75	BEER
Paid Chk# 024369	JOHNSON BROTHERS LIQUOR CO.	3/1/2018	\$32,292.58	BEER
Paid Chk# 024370	MCDONALD DISTRIBUTING	3/1/2018	\$91.40	BEER
Paid Chk# 024371	MILLNER HERITAGE VINEYARD	3/1/2018	\$54.00	WINE
Paid Chk# 024372	PAUSTIS WINE CO.	3/1/2018	\$2,931.00	DELIVERY
Paid Chk# 024373	PHILLIPS WINE AND SPIRITS	3/1/2018	\$7,786.70	WINE
Paid Chk# 024374	SOUTHERN GLAZERS OF MN	3/1/2018	\$10,987.93	DELIVERY
Paid Chk# 024375	TKO WINES INC	3/1/2018	\$1,010.40	LIQUOR
Paid Chk# 024376	AMERICAN BOTTLING CO.	3/15/2018	\$211.34	NA
Paid Chk# 024377	AMERIPRIDE	3/15/2018	\$168.68	RUGS
Paid Chk# 024378	CRYSTAL SPRINGS ICE	3/15/2018	\$106.36	ICE
Paid Chk# 024379	FRONTIER	3/15/2018	\$143.90	MARCH PHONE SVC
Paid Chk# 024380	GODFATHER'S EXTERMINATING	3/15/2018	\$51.45	PEST CONTROL
Paid Chk# 024381	GRANITE CITY JOBBING	3/15/2018	\$2,477.61	TOBACCO
Paid Chk# 024382	JEYS, VICTORIA	3/15/2018	\$151.59	VASALOPPET EVENT-2/8/18
Paid Chk# 024383	JIM'S MILLE LACS DISPOSAL	3/15/2018	\$67.86	REFUSE COLLECTION
Paid Chk# 024384	JOHNSON BROTHERS LIQUOR CO.	3/15/2018	\$12,448.11	LIQUOR
Paid Chk# 024385	KOCH'S HARDWARE HANK	3/15/2018	\$169.98	SUPPLIES
Paid Chk# 024386	M. AMUNDSON LLP	3/15/2018	\$2,335.31	TOBACCO
Paid Chk# 024387	MILACA UNCLAIMED FREIGHT	3/15/2018	\$14.88	SUPPLIES
Paid Chk# 024388	PHILLIPS WINE AND SPIRITS	3/15/2018	\$3,454.70	DELIVERY
Paid Chk# 024389	PINTSPACE.COM LLP	3/15/2018	\$200.00	ADVERTISING
Paid Chk# 024390	VIKING BOTTLING CO.	3/15/2018	\$541.75	NA
	Total Checks		\$135,464.17	

CITY OF MILACA
Council Monthly Budget Report
February 2018

DEPT Descr	2018 YTD Budget	2018 YTD Amt	Balance	2018 % of Budget Remain
Airport	\$104,900.00	\$10,356.10	\$94,543.90	90.13%
Assessing	\$10,600.00	\$0.00	\$10,600.00	100.00%
Auditing	\$6,500.00	\$0.00	\$6,500.00	100.00%
Building Inspection	\$48,495.00	\$46,354.76	\$2,140.24	4.41%
City Attorney	\$45,000.00	\$7,171.77	\$37,828.23	84.06%
City Hall	\$278,300.00	\$44,598.74	\$233,701.26	83.97%
City Manager	\$28,375.00	\$5,189.29	\$23,185.71	81.71%
Council	\$12,600.00	\$1,192.79	\$11,407.21	90.53%
Elections	\$3,000.00	\$0.00	\$3,000.00	100.00%
Fire Dept.	\$125,590.00	\$26,964.27	\$98,625.73	78.53%
Historical Society	\$19,500.00	\$827.62	\$18,672.38	95.76%
Liaison Officer	\$78,040.00	\$15,244.39	\$62,795.61	80.47%
Libraries	\$27,810.00	\$9,262.09	\$18,547.91	66.70%
Ogilvie	\$61,920.00	\$11,918.60	\$50,001.40	80.75%
Parks	\$123,415.00	\$18,022.24	\$105,392.76	85.40%
Planning Comm.	\$1,000.00	\$0.00	\$1,000.00	100.00%
Police Dept.	\$507,720.00	\$94,882.03	\$412,837.97	81.31%
Public Works	\$390,760.00	\$150,628.75	\$240,131.25	61.45%
Recreation	\$2,500.00	\$3,493.31	(\$993.31)	-39.73%
Treasurer	\$28,975.00	\$5,131.35	\$23,843.65	82.29%
Unallocated	\$7,200.00	\$5,170.00	\$2,030.00	28.19%
	\$1,912,200.00	\$456,408.10	\$1,455,791.90	76.13%

City of Milaca

255 First Street East
Milaca, MN 56353



320-983-3141
320-983-3142 (fax)

www.cityofmilaca.org

March 1, 2018

Mora Fire Department
% City of Mora
101 Lake St. S
Mora, MN 55051

Gentlemen:

Re: Mutual Aid Agreement

Enclosed is an agreement for mutual aid services between your entity and the City of Milaca. Since the previous agreement period was in effect May 2006 to May 2016, it is necessary for us to have a current agreement on file. Other than updating the time this agreement is in force, there have been no changes made to the agreement.

If this agreement is still acceptable, please have the appropriate individuals sign and return to the City of Milaca. Once the City of Milaca signs, we will send you a fully executed copy back for your files.

If you have any questions, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tammy Pfaff', written in a cursive style.

Tammy Pfaff
City Manager

TP/pm
Enclosure

Northeast Sherburne Fire & Rescue
Baldwin Township
30239 128th St.
P.O. Box 25
Princeton, MN 55371

City of Onamia
621 W. Main St
Onamia, MN 56359

City of Foreston
P.O. Box 66
Foreston, MN 56330

Dalbo Fire Department
P.O. Box 60
Dalbo, MN 55017

Mora Fire Department
% City of Mora
101 Lake St. S.
Mora, MN 55051

City of Princeton
705 2nd St. N
Princeton, MN 55371

Ogilvie Fire Department
P.O. Box 57
Ogilvie, MN 56358

City of Foley
251 4th Avenue N
P.O. Box 709
Foley, MN 56329

BUILDING INSPECTION SERVICES AGREEMENT

This Building Inspection Services Agreement (hereafter, "Agreement"), originally made and executed October 24, 2017, by and between Mille Lacs County, a political subdivision organized under the laws of the State of Minnesota, (hereafter, "County") and the City of Milaca a political subdivision organized under the laws of the State of Minnesota (hereafter, "City"), collectively "the parties" is hereby extended by the parties.

RECITALS

- I. The County has hired a staff person to perform plan review and building inspections per the MN State Building Code. Said staff person is designated Building Official, Limited.
- II. The City employs a staff person to perform plan review and building inspections per the MN State Building Code as a Building Official.
- III. The County desires to contract with the City to provide plan review and building inspections for projects beyond the designation of Building Official, Limited until such time that the County's staff person achieves Building Official status.
- IV. The County's staff person is required to obtain Building Official status within six (6) months from October 2, 2017, the probationary period. The staff person is diligently seeking said status, but will not obtain certification prior to April 2, 2018, the end of the initial probationary period and the County will extend their probationary period.
- V. The County's staff person will observe the plan review and building inspection process performed by the City's Building Official during the period of the agreement.

TERMS

NOW, THEREFORE, for good and valuable consideration, based upon the mutual promises and covenants herein, the parties agree as follows:

This Agreement shall continue to July 1, 2018, unless the County staff person achieves Building Official status earlier. The Agreement shall terminate one (1) month after the County staff person achieves Building Official status. The County and City Building Officials shall transition all plan review and building inspections activities to the County Building Official during the one (1) month period.

The County shall pay the City:

- Seventy (70) percent of the building permit fee
- One hundred (100) percent of the plan review fee
- Seventy (70) percent of the plumbing fee
- Seventy (70) percent of the mechanical fee

from each permit reviewed during the effective period of the agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement effective on the _____ day of _____, 2018.

CITY OF MILACA

Date: _____

By: _____

ATTEST:

Tammy Pfaff
City Manager

MILLE LACS COUNTY
BOARD OF COMMISSIONERS

Date: _____

By: Pat Oman
Administrator

RESOLUTION NO. 18-10

RESOLUTION APPROVING A CONSUMPTION AND DISPLAY (SET UP) LICENSE FOR
CHAD WEDELL, DBA BACK ALLEY BOWL, LLC

WHEREAS, Chad Wedell has applied for a Consumption and Display (Set up) license for the Back Alley Bowl, LLC for the time frame of April 1, 2018 through March 31, 2019; and

WHEREAS, the City has received all the necessary documentation to process the application for Chad Wedell DBA Back Alley Bowl, LLC; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Milaca hereby approves the Consumption and Display (Set Up) license for Chad Wedell, DBA Back Alley Bowl, LLC for the time frame of April 1, 2018 through March 31, 2019.

Adopted this 15th day of March, 2018.

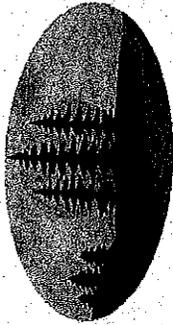
Mayor Harold Pedersen

ATTEST

Tammy Pfaff, City Manager

\$300.00

No. 2018-01-CDPBL



CONSUMPTION & DISPLAY (SET UP) LICENSE

License is hereby granted to

**BACK ALLEY BOWL, LLC
A CONSUMPTION & DISPLAY (SET UP)**

ON THE PREMISES LOCATED AT

130 7th Street NE

IN THE City of Milaca, County of Mille Lacs, State of Minnesota, FOR THE PERIOD COMMENCING April 1, 2018 AND TERMINATING March 31, 2019 AT MIDNIGHT.

This license is granted pursuant to application and payment of fee therefore and is subject to all the provisions and conditions of the laws of the state and of the federal government pertaining to such sale, and is revocable for the violation thereof. Not transferable.

WITNESS THE GOVERNING BODY of the City of Milaca and the seal thereof this 15th day March, 2018.

ATTEST:

City Manager

The City Council of the City of Milaca

By _____

Mayor

RESOLUTION NO. 18 – 11

RESOLUTION APPROVING ON-SALE AND SPECIAL SUNDAY ON-SALE LIQUOR
LICENSES FOR TIMBER VALLEY GRILLE, INC., DBA TIMBER VALLEY GRILLE
LOCATED AT 1030 CENTRAL AVENUE N

WHEREAS, Carvin F. Buzzell, Jr. has applied for On-Sale Liquor and Special Sunday On-Sale Liquor Licenses for Timber Valley Grille, Inc. dba Timber Valley Grille, located at 1030 Central Avenue N, for the time frame of April 1 through December 31, 2018; and

WHEREAS, the City has received all the necessary documentation to process the application;
and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Milaca hereby approves the liquor licenses for Timber Valley Grille, Inc. DBA Timber Valley Grille, for the time frame of April 1 through December 31, 2018.

Adopted this 15th day of March, 2018.

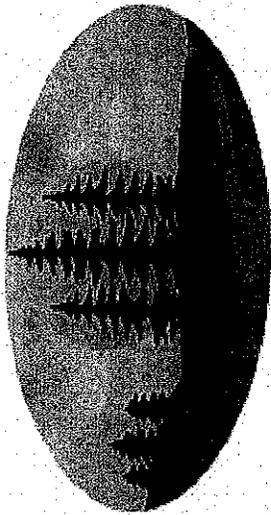
Mayor Harold Pedersen

ATTEST

Tammy Pfaff, City Manager

\$1,650.00

No. 2018-04-ONSL



State of Minnesota }
County of Mille Lacs }
Municipality of Milaca }

Liquor License - "On Sale"

PURSUANT TO APPLICATION THEREFORE, payment of a fee of \$1,650.00, and upon investigation and satisfactory evidence of the qualification of the licensee herein named to receive the same and that the place of sale hereinafter described is a proper and legal place therefore,

LICENSE IS HEREBY GRANTED
TO
TIMBER VALLEY GRILLE, INC., d.b.a. TIMBER VALLEY GRILLE

for the term beginning the first day of April 2018 through December 31, 2018, TO SELL INTOXICATING LIQUORS as defined by law AT RETAIL ONLY FOR CONSUMPTION "ON THE PREMISES" described as: 1030 Central Avenue North in the municipality of Milaca in said County and State, at which premises said licensee control and operate a bar and grill as defined by law; subject, however, to the laws of the United States, the laws of the State of Minnesota, the regulations and ordinances of said municipality, and the rules and regulations of the LIQUOR CONTROL COMMISSIONER, relating to the sale and distribution of intoxicating liquors, hereby made a part hereof, and subject to revocation according to law for violation thereof. This license is non-transferable except by consent of the authority issuing the same.

WITNESS THE GOVERNING BODY OF THE MUNICIPALITY OF Milaca and the seal thereof this 15th day of March 2018.

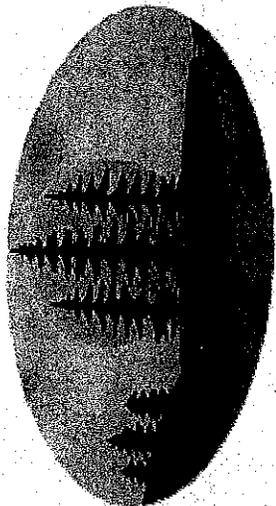
The City Council of the City of Milaca

Attest: _____
By _____

City Manager _____ Mayor

\$75.00

No. 2018-06-ONSS



State of Minnesota }
County of Mille Lacs }
Municipality of Milaca }

SPECIAL SUNDAY Liquor License - "On Sale"

PURSUANT TO APPLICATION THEREFORE, payment of a fee of \$75.00, and upon investigation and satisfactory evidence of the qualification of the licensee herein named to receive the same and that the place of sale hereinafter described is a proper and legal place therefore,

SPECIAL LICENSE IS HEREBY GRANTED
TO
TIMBER VALLEY GRILLE, INC., d.b.a. TIMBER VALLEY GRILLE

for the term beginning the first day in April 2018 through December 31, 2018, TO SELL INTOXICATING LIQUORS as defined by law AT RETAIL ONLY FOR CONSUMPTION "ON THE PREMISES" described as 1030 Central Avenue North on Sundays as provided by Laws 1967, Chapter 691, in the municipality of Milaca in said County and State, at which premises said licensee control and operate a grill and bar as defined by law, and which has facilities for serving not less than 30 guests at one time; subject, however, to the laws of the United States, the laws of the State of Minnesota, the regulations and ordinances of said municipality, and the rules and regulations of the LIQUOR CONTROL COMMISSIONER, relating to the sale and distribution of intoxicating liquors, hereby made a part hereof, and the to revocation according to law for violation thereof. This license is non-transferable except by consent of the authority issuing the same.

WITNESS THE GOVERNING BODY OF THE MUNICIPALITY OF Milaca and the seal thereof this 15th day of March, 2018.

The City Council of the City of Milaca

Attest:

City Manager

By

Mayor

COMING SOON!



Fire Dept.

Time is always of the essence. If residents need to be alerted of local grass fires...



Police Dept.

How often do you wish for more eyes on the road, or a larger search party ...



Public works/City Hall

When there's a sewer line break, sprinkler...



Weather Alert
Coming Soon

There is no such thing as a misused weather alert! ...



PUBLIC alert

WHAT CAN WE DO WITH THIS SOFTWARE?

DELIVER ALERT MESSAGES VIA TEXT, E-MAIL AND VOICE MESSAGE 24/7/365

- ALERT OUR RESIDENCE OF WATER AND SEWER MAIN BREAKS.
- WATER AND SEWER RECONSTRUCTION PROJECTS.
- SNOW EMERGENCY PARKING RESTRICTIONS.
- STREET RECONSTRUCTION PROJECTS.
- RESTRICTED BURNING BAN, OR GRASS FIRE DANGERS.
- WATER CONSERVATION RESTRICTIONS DURING A DROUGHT.
- STREET CLOSURES.
- AMBER ALERTS.
- AND MORE.....

COST IS \$385.00 PER YEAR. A REASONABLE COST TO EFFECTIVELY KEEP OUR CITIZENS INFORMED.

OTHER CITIES ARE USING THIS SOFTWARE AND HAVE GIVEN GREAT REVIEWS.



Incident Summary by Incident Type

Date Range: 2/1/2018 to 2/28/2018

Incident Type	# of Incidents
Accident	6
Agency Assist	27
Alarm	7
Animal	2
Assault	3
Burglary	2
Cdtp	3
Child Custody	1
Civil Issue	3
Community Contact	2
Csc	2
Danco Violation	1
Disturbance	6
Domestic	1
Driving Complaint	5
Family Services Referral	8
Fire	1
Funeral Escort	6
Gas Drive Off	3
Harassment Complaint	3
Icr Misc	9
Juvenile Complaint	13
Lockout	6
Lost Property	1
Medical	34
Missing Juvenile	1
Motorist Assist	3



Incident Summary by Incident Type

Date Range: 2/1/2018 to 2/28/2018

Ofp Violation	2
Parking Complaint	100
Property Exchange	2
Public Assist	20
Remove Unwanted	5
Suicidal Party	4
Suspicious Activity	17
Theft	6
Threats Complaint	1
Traffic	33
Trespass Complaint	2
Vulnerable Adult Report	2
Warrant Arrest	1
Welfare Check	12
Total: 366	

LABOR AGREEMENT

BETWEEN

CITY OF MILACA, MINNESOTA

AND

**LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL #238**



Effective January 1, 2018 through December 31, 2020

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MILACA

ARTICLE 1 - PURPOSE OF AGREEMENT

Field Code Changed

This AGREEMENT is entered into between the City of Milaca, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., (Local #238), hereinafter called the UNION. It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish certain hours, wages, and other conditions of employment; and
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' full agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, pursuant to Minn. Stat. 179A.03 Subd. 8, for all essential, licensed police officers employed by the City of Milaca who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees. ~~police personnel in the following job classifications:~~

~~Patrol Officer
Part-Time Patrol Officer
School Liaison Officer~~

- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: The Law Enforcement Labor Services, Inc., (Local #238.)
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc., (Local #238)
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Milaca Police Department.
- 3.5 EMPLOYER: The City of Milaca.

- 3.6 CHIEF: The Chief of the Milaca Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc., (Local #238.)
- 3.8 PATROL OFFICER: An employee specifically classified as Patrol Officer.
- 3.9 PART-TIME PATROL OFFICER: An employee hired to work on a part-time status.
- 3.10 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.11 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.12 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employees remain on continual duty and is responsible for assigned duties.
- 3.13 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

ARTICLE 4 - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT that the UNION will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 6 - UNION SECURITY

- 6.1 The EMPLOYER shall deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees

authorizing in writing such deduction, and remit such deduction as the UNION designates.

- 6.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The EMPLOYER agrees to make space available on the EMPLOYER bulletin board for the posting UNION notice(s) and announcement(s).
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as approved by 6.2 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the Chief who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

- Step 1 An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.
- Step 2 If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER -designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.
- Step 3 A grievance unresolved in Step 2 and appealed to Step 3 may be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 3 may be appealed to Step 4 ~~if agreed upon by the Employer and Union~~ within ten (10) calendar days following the EMPLOYER'S final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.
- Step 4 A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The EMPLOYER and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the

Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE 8 - SAVING CLAUSE

In the event any provisions of this AGREEMENT shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of

this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 9.2 A reduction of work force will be accomplished on the basis of seniority within classification. A full time patrol officer or full time school liaison officer designated for layoff may bump into a part time position if the full time officer has greater department seniority. Bumping will not be permitted except in this instance. Employees shall be recalled from layoff on the basis of seniority. Recall rights under this provision will continue for twenty-four (24) months after layoff. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or to forfeit all recall rights.
- 9.3 At no time will the Employer employ part time employees while a full time employee is in layoff status.
- 9.4 When the City Personnel Committee and/or the Chief of Police determine that the relevant job qualifications between applicants are equal, sSeniority will be the determining criterion for transfer and promotions within the bargaining unit, when the job relevant qualifications between applicants are equal.

ARTICLE 10- PROBATIONARY PERIODS

- 10.1 All newly hired employees will serve a one (1) year probationary period.
- 10.2 At any time during the probationary period a newly hired employee may be terminated at the sole discretion of the EMPLOYER.
- 10.3 Part time employees will serve 2,080 hours of probation.

ARTICLE 11 - DISCIPLINE

- 11.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one of the following forms:
 - a. oral reprimand;
 - b. written reprimand;

- c. suspension;
- d. demotion; or
- e. discharge.

The form of discipline applied is at the discretion of the EMPLOYER.

- 11.2 Suspensions, demotions and discharges will be in written form.
- 11.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 11.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 11.6 Grievances relating to this ARTICLE shall be initiated by the UNION at Step 2-3-2 of the grievance procedure under Article 7 of this AGREEMENT.

ARTICLE 12 - WORK SCHEDULES

- 12.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each full-time employee through:
 - a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training;
 - d) authorized leave time.
- 12.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 12.3 Part time employees will be offered shifts based on seniority. The employer may offer shifts in excess of first 30 hours to next senior part time employee.

ARTICLE 13 - OVERTIME

- 13.1 Full-time employees will be compensated at one and one-half times (1 1/2) the employee's regular base pay rate for hours worked in excess of the employee's scheduled shift. Part-time employees will be compensated at one and one-half times (1 1/2) the employee's regular base pay rate for hours worked in excess of twelve

(12) hours per shift or over eighty (80) hours per pay period. Changes of shifts do not qualify an employee for overtime under this ARTICLE.

- 13.2 Overtime will be offered to senior full time employees first and then distributed as equally as practicable.
- 13.3 Overtime refused by employees will for record purposes be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.6 Employees have the obligation to work overtime or call back if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 13.7 Employees may accumulate up to a maximum of eighty (80) hours of compensatory time in lieu of payment under Section 13.1. Compensatory time may be used at Employee's discretion with the approval of the Chief of Police and/or City Manager only be used with the specific permission of the EMPLOYER. Employees shall only be permitted to carry over, at the end of the calendar year, forty (40) hours of compensatory time. Any hours in excess of forty (40) hours compensatory time shall be paid to the employee's individual health care savings plan, at the employee's current rate of pay, at the end of the calendar year by the EMPLOYER.

ARTICLE 14 - COURT TIME

- 14.1 An employee who is required to appear in court during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate. If the court appearance is during the employee's scheduled day off and the court appearance is cancelled, the employee will be given a four (4) hour notice of cancellation.

If notification of cancellation is not given in the four (4) hour time frame, the employee will receive two (2) hours pay at one and one-half (1 1/2) times the employees' regular pay rate. An extension or early report to a regularly scheduled shift the court appearance does not qualify the employee for the two (2) hour minimum.

- 14.2 Proper notification of court cancellation will consist of a court cancellation notice being placed in the officer's mail slot at the Milaca Police Department. The notice will be stamped with the date and time it is placed in the officer's mail slot, thereby, constituting proper notification if prior to four (4) hours of the court assignment time. It will be the officer's responsibility to ascertain if he/she has received a cancellation notice.

14.3 Civil cases where the City is not a party to related criminal proceedings are not included under this article. Uniforms shall not be worn when testifying or appearing at civil cases not included under this article, and the City will not furnish clothing to appear at civil cases not included in this article.

ARTICLE 15 - CALL BACK TIME

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate. An extension or early report to a scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 16 - INSURANCE

Employer shall provide health insurance coverage for all eligible ~~full-time~~full-time employees in the form of a High Deductible Health Plan with an HSA. Employer shall pay 100% of the premium and contribute up to \$3,000 into the employee's HSA for single coverage. Effective January 1, 2018~~5~~, employees shall pay 150% of family premium ~~plus an additional \$50 per month toward premium~~, and the Employer shall pay 85% of the family premium. The Employer will contribute \$6,000 to the employee's HSA for those electing family coverage. ~~the remaining premium and contribute 90% of the HSA up to \$6,650 per year. This article will be reopened each December and new contribution amounts added to the contract for the upcoming year.~~

After 30 years of service with the City of Milaca, the Employer will provide the ~~full time~~full-time employees, if retired, the same hospital and medical insurance coverage as is then presently provided to the actively employed employees and the Employer shall continue such plan on a current basis. The Employer will pay 100% of the cost of the premium for single coverage for full time; employees shall pay the difference if choosing family coverage. This coverage will be in effect until such time the ~~full-time~~full-time employee is eligible for Medicare.

ARTICLE 17 - UNIFORMS and EQUIPMENT

The City will purchase or replace as needed all uniform and equipment for full-time and part-time employees, with approval of CHIEF.

ARTICLE 18 - INJURY ON DUTY

Employees injured during the performance of their duties for the EMPLOYER and receiving Workers' Compensation insurance payments may take sufficient sick leave to

make up the difference between the Employee's normal earnings and the Workers' Compensation payments.

ARTICLE 19 - VACATIONS

19.1 Eligibility. Vacation is intended as a leave, with pay, to enable employees to refresh themselves. Regular benefit-earning employees (employees regularly scheduled half time or more) are eligible to earn vacation in accordance with the number of scheduled work hours. Vacation accrual rates for regular full-time employees are described in the table below. Part time employees working 20 to 30 hours per week shall be eligible for fifty (50) percent of vacation accrual rate, and part time employees working more than 30 hours per week shall be eligible for seventy-five (75) percent of vacation accrual rate

19.2 Rules

- A. Vacation leave shall not be earned by any employee during a leave of absence without pay, except a military leave of absence without pay.
- B. All vacation requests shall be submitted to the CHIEF for approval a minimum of one week prior to the requested vacation to allow for scheduling. The employee who requests time off first shall be given priority consideration in vacation scheduling. Should two employees simultaneously request the same vacation time off, the senior employee shall be given preference. CHIEF reserves the right to limit the number of employees to be granted vacation time at one time to facilitate scheduling.
- C. Vacation leave shall not be granted during the probationary period for new hires.
- D. Vacation leave shall not be granted until it is earned.
- E. For purposes of accumulating additional vacation or sick leave, an employee using earned vacation is considered to be working. If an official holiday occurs during a scheduled vacation, the charge against the employee's earned vacation shall be reduced by one day.
- F. Accumulated vacation leave cannot be transferred from one employee to another.
- G. Any vacation hours in excess of 176 hours accrued by the employee, shall be forfeited by that employee at the end of the calendar year if unused, except in the event that an approved vacation is canceled by EMPLOYER and cannot be rescheduled before the end of the calendar year. In an effort to minimize the forfeiture of vacation days, the personnel manager shall

notify employees within a reasonable amount of time that they are reaching the maximum accrual rate.

- H. An employee will receive a lump sum payment for the balance of accumulated vacation leave and or compensatory time when his or her services with the City are terminated.

- I. Vacation benefits shall accrue on the following schedule:

For the first year of employment, ~~six (6) four (4)~~ hours per month
Commencing with the second year of employment, ~~eight (8) six (6)~~ hours per month.
~~Commencing with the fourth year of employment, eight (8) hours per month~~
Commencing with the sixth year of employment, ten (10) hours per month
Commencing with the eighth year of employment, twelve (12) hours per month
Commencing with the twelfth year of employment, fourteen (14) hours per month
Commencing with the fourteenth year of employment, sixteen (16) hours per month

ARTICLE 20 - HOLIDAYS

- 20.1 Full time employees shall have eighty (80) hours of holidays included in the normal annual work schedule.
- 20.2 Part-time employees, working at least 20 hours per week, shall have forty (40) hours included in the normal annual work schedule.
- 20.3 Employees on duty New Year's Day (January 1), Martin Luther King Day (third Monday in January), President's Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), Thanksgiving Day (4th Thursday in November), Day after Thanksgiving (4th Friday in November), and Christmas Day (December 25) shall be compensated on the basis of one and one half (1 1/2) times the regular rate of pay by cash payment or compensatory time.

ARTICLE 21 - SICK LEAVE

- 21.1 Eligibility. Sick leave is an authorized absence from duty, with pay, granted to eligible regular full-time and part-time employees. Sick leave is not a privilege which an employee may use at his/her discretion, but shall only be used in case of necessity and actual need as outlined in the rules for sick leave.

21.2 Full-time employees shall accumulate eight (8) hours of sick leave per month.

21.3 Part-time employees, working 20 to 30 hours per week, shall accumulate fifty (50) percent of sick leave per month. Employees working more than 30 hours per week, but less than 40 hours per week, shall be eligible for seventy-five (75) percent leave accrual rate.

21.4 Accumulated sick leave shall not exceed 1,000 hours. After 1,000 hours of sick leave have been accrued, employees are to be paid annually at 50% of their regular rate of pay.

21.5 Rules

A. Sick leave may be approved only for days when an employee would otherwise have been at his/her employment. It may be used, with the approval of the Chief, in any of the following cases:

1. When the employee cannot work because of their own illness, injury or disability or that of their children or spouse. In the case of children, sick leave shall be granted due to the illness or injury of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary.
2. When the employee has scheduled medical, dental, chiropractic or optical examinations/treatments or said examinations/treatments are scheduled for the employee's children.
3. When the employee's presence would jeopardize the health of other employees by exposing them to contagious disease.
4. When a member of the employee's family or household is seriously ill or injured and requires his or her attendance ("family" means spouse, parents, children, step-parents, step-children, legal guardian and others as defined by and limited by Minn. Stat. Sec. 181.9413.)
5. For safety leave for such reasonable periods of time as may be necessary, as defined by and limited by Minn. Stat. Sec. 181.9413.

B. To receive approval for sick leave, the employee must communicate with his/her Chief at least two (2) hours prior to the time set for beginning work during the normal work day. However, should it be determined by the Chief or personnel manager that the employee was unable to contact the Chief during the time allotted, sick leave may be approved. To remain eligible for

sick leave, employees are responsible for keeping the Chief advised of the illness.

- C. Sick leave shall not be granted until it is earned.
- D. For the purpose of accumulation additional sick or vacation leave, an employee using earned sick leave is considered to be working.
- E. ~~During the probationary period, employees may not use accumulated sick leave.~~
- F. Sick leave may be taken in increments of a quarter (1/4) hour or more.
- G. After all sick leave is used, vacation leave or compensatory time may be used, to the extent the employee is eligible for such leave. If accumulated vacation leave is used as an extension of sick leave, it shall be used under the same conditions as sick leave.
- H. Accumulated sick leave cannot be transferred from one employee to another.
- I. Any employee who has accumulated more than 30 days of sick leave must use their sick leave in conjunction with FMLA leave until the accumulated sick leave reaches 30 days. The FMLA leave and the sick leave shall run concurrently until the employee's accumulated sick leave is reduced to 30 days.
- J. An employee who makes a false claim of sick leave shall be subject to disciplinary actions, including discharge.

ARTICLE 22 - SEVERANCE PAY

Severance pay shall be granted to employees in accordance with the following procedures.

- 22.1 Employees must retire from service with at least twenty thousand eight hundred (20,800) hours of continuous service in the Police Department and terminate employment in good standing after giving proper notice to be eligible for severance pay.
- 22.2 Eligible employees under Article 22.1 shall be paid an amount equal to twenty (20) percent of their accumulated sick leave as earned in Article 21 computed on the basis of the base pay rate at the time of termination or retirement. After twenty (20) years of continuous service an employee shall be paid an amount equal to fifty percent (50%) of their accrued sick leave as earned in ARTICLE 21 computed on the basis of the base pay rate at the time of termination.

ARTICLE 23 - BEREAVEMENT LEAVE

Employees shall receive a maximum of three (3) shifts of leave with pay because of a death in the immediate family of the employee, four (4) working hours in the case of the death or funeral of a fellow employee of the City.

For purpose of administering this section only, immediate family includes mother, father, siblings, spouse, children and grandparents and spouse's mother, father siblings and grandparents. Such leave shall not be cumulative in the event it is not used.

ARTICLE 24 - SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE 25 - SUBSTANCE ABUSE

The EMPLOYER and the UNION agree to jointly promote a drug-free work environment. In an effort to achieve this goal, the UNION agrees to all non-random drug and alcohol testing of its members by a State certified testing agency upon the request of the EMPLOYER provided such request, test and subsequent action are within the guidelines of State law (Minnesota Statute Sections 181.950 - 181.957) and City and Department policy. If employee is involved in a motor vehicle crash, the employee shall (1) immediately after the crash, contact dispatch and report the crash; (2) immediately after the crash, or as soon as practicable, report the crash to the Chief or his designee by phone or in person; (3) if required, submit to a drug or alcohol test; and (4) complete any necessary reports as directed. Employees shall fully comply with the Personal Appearance and Conduct section, paragraph 10 of the Police Department Policy and Procedure manual.

ARTICLE 26 - P.O.S.T. LICENSE

The City will pay the required P.O.S.T. Board licensing fees for all Licensed Officers.

ARTICLE 27 - WAIVER

27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of the AGREEMENT, are hereby superseded.

27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 28 - DURATION

This AGREEMENT shall be effective as of January 1, 2018~~5~~ and shall remain in full force and effect until December 31, 2020~~17~~.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____, 2018~~5~~.

FOR THE CITY OF MILACA

LAW ENFORCEMENT LABOR SERVICES, INC.

Mayor

Jessica Mabin, LELS

City Manager, Tammy Pfaff

Quinn Rasmussen, Union Steward

**APPENDIX A: WAGES
PATROL OFFICERS AND SCHOOL LIAISON OFFICER**

	2015 Month	2015 Hour	2016 Month	2016 Hour	2017 Month	2017 Hour
Start	\$3,646.15	\$21.04	\$3,719.07	\$21.46	\$3,793.45	\$21.89
After one year	\$3,829.18	\$22.09	\$3,905.76	\$22.53	\$3,983.87	\$22.98
After two years	\$4,012.21	\$23.15	\$4,092.46	\$23.61	\$4,174.30	\$24.08
After three years	\$4,193.48	\$24.19	\$4,277.30	\$24.68	\$4,362.84	\$25.17
After four years	\$4,374.65	\$25.24	\$4,462.15	\$25.74	\$4,551.39	\$26.26
After five years	\$4,557.68	\$26.29	\$4,648.83	\$26.82	\$4,741.81	\$27.36
After six years	\$4,740.92	\$27.35	\$4,835.74	\$27.90	\$4,932.46	\$28.46

	3%	\$0.35/hr. plus 3%	\$0.45/hr. plus 3%
	2018 Hour	2019 Hour	2020 Hour
Start	\$22.55	\$23.59	\$24.76
After one year	\$23.67	\$24.74	\$25.95
After two years	\$24.80	\$25.90	\$27.14
After three years	\$25.93	\$27.07	\$28.35
After four years	\$27.05	\$28.22	\$29.53
After five years	\$28.18	\$29.39	\$30.74
After six years	\$29.31	\$30.55	\$31.93
After 12 years (2% above six-year step)	\$29.90	\$31.16	\$32.57
After 18 years (3% above six-year step)	\$30.19	\$31.47	\$32.89
After 25 years (4% above six-year step)	\$30.48	\$31.77	\$33.21

For the duration of this agreement, at either party's option, parties agree to re-open discussion concerning MSRS health care savings plan.

The City retains the right to start a new officer at any rate on the schedule based on the City's assessment of the applicant's prior experience and qualifications.

All training sessions, classes, and seminars attended by employees upon the request of the EMPLOYER shall be on paid time.

Meal Period. Each employee covered by this agreement will be permitted a 30 minute paid meal period each workday to the extent consistent with operational or duty

requirements, except for employees attending the academy or voluntary training where a longer lunch period is provided and the employee is relieved from duty, in which case, the lunch period shall be unpaid.

FTO. Non-supervisory personnel assigned to FTO newly hired or promoted police department employees shall be entitled to a pay increase of 5%, for the classification, for acting as a FTO for each hour, or portion thereof, assigned as an FTO.

The EMPLOYER shall contribute ten dollars (\$10.00) per month toward the cost of a short term disability insurance program.

~~In addition to the wages listed above, qualified employees who meet the standards set forth in Appendix B will receive the Performance Pay Incentive. At any time that the parties agree upon an additional incentive point, the collective bargaining agreement may be re-opened for the sole purpose of revising Appendix B.~~

APPENDIX B

PERFORMANCE PAY INCENTIVE

~~1. Prequalification. Sworn employees must prequalify on an annual basis for the performance pay incentive described in this article. The qualification period shall be the 12-month period beginning January 1 of each year. During the qualification period, the employee must demonstrate positive performance meriting placement in the performance pay incentive. If the sworn employee qualifies for the performance pay incentive, the employee shall be so placed for the one-year period commencing with the first day of the pay period closest to February 1 in the year following the qualification period.~~

~~2. Pay Incentive. The performance pay incentive shall represent:~~

- ~~_____ a 3% increase over the employee's pay schedule after four (4) years of service;~~
- ~~_____ a 4% increase over the employee's pay schedule after nine (9) years of service;~~
- ~~_____ a 5% increase over the employee's pay schedule after fourteen (14) years of service;~~
- ~~_____ a 6% increase over the employee's pay schedule after nineteen (19) years of service.~~

~~Employees who accumulate four (4) points during the qualification period shall be eligible for the performance pay incentive. Employees must have completed three years of service prior to the January 1 qualification period to participate in the qualification period.~~

3. Performance Pay Points. Sworn employees can accumulate points during the qualification period in the following ways:

a. FTO. If the employee is on the active FTO list and has served in that function during the qualification period: 1 Point.

b. Training. If the employee participates in 24 hours of committee approved training on an off duty basis during the qualification period: 1 Point. The attendance at the training must be on the employee's own time and, if an expense is incurred in attending the training, at the employee's own expense. The parties agree that attendance at such training is not compensable work under the FLSA.

c. Attendance. If the employee uses three or fewer days of sick leave from the employee's sick leave account and the sick leave bank (For purposes of the Performance Pay Incentive, one-half shift or more of a scheduled work day is defined as a day.): 1 Point.

d. Physical Fitness. If the employee passes the performance pay physical fitness examination: 1 Point.

e. Youth Mentoring and Community Programs. If the employee volunteers in one or more of the formal, recognized youth mentoring programs in the Milaca Community (i.e. Boys and Girls Club, Big Brother/Big Sisters, etc.) or another community program approved by the Chief of Police for a minimum of 40 documented hours. 1 Point.

f. Discipline. An employee who receives discipline during the qualification period of a one-day suspension or higher shall receive one negative point towards the performance pay incentive.

g. Firearm Qualification. An employee who, on his/her first attempt, achieves the expert firearm qualification (90%) during the annual Department firearm qualification. 1 Point.

Performance Pay Committee. A Performance Pay Committee of four persons, two of whom shall be appointed by each party, will be responsible for administering this article. Decisions of the Committee are final and not subject to grievance. In the event the Committee is deadlocked on an issue, the tie shall be broken by the Police Chief.

4. Performance Pay Training Programs. The Committee shall, no later than February 1 of each year, publish a list of the training classes eligible for qualification under this article. Employees attending pre-approved training shall submit to the Committee verification of completion of the training. The Committee shall consider the addition of new training programs to the list of approved programs either upon the request of an employee or on the Committee's own initiative. The Committee shall have the discretion to approve certain training only for particular job classifications.

5. Physical Fitness. No later than February 1 of each year, the Committee shall publish the physical fitness standards necessary for qualification under this program. The standards shall be reasonably related to the performance of a law enforcement officer's job. The Milaca Police Department shall administer the test on no fewer than three days during the year at times designed to give the greatest number of employees the opportunity to participate. Officers shall participate and test for the incentive program on a voluntary basis and on officer's own time.

FEBRUARY PARKS MEETING

2/6/2018 6:30 pm American Legion

Members Present: Gary, Dan, Josh, Cindy

Council Liaison: Mayor Pedersen

Guest: Tom Sauer

1. Sno Days:
 - a. Free Skate w/ games. 2-5 Pizza donated by Caseys in the Gorecki Bldg.
 - b. Poker @ Jiggers 7pm
2. Gary has been working on bids for Tammy to submit Grant applications for the following:
 - a. Material for Horseshoe Pit
 - b. Walking/biking path located on circumference of Rec Park.
 - c. Shelter to be located next to the Splash Park
3. Tom suggested the City invest in signage on Central Ave directing traffic to Rec Park and along those same lines it was brought to our attention an address for Rec Park should be assigned for the purpose of Google Maps and Facebook.
4. Discussion addressing the Cameras at Rec Park
5. Gary reported Greg Moyer has been hired on a part time basis to maintain the Trails.
6. A decision was made to reinstall the baracades at the stop sign during the winter months as there has been traffic on the pavers located next to the bandshell. We will revisit the need for the baracades in the spring.
7. Discussion on whether or not to designate a fenced Dog Park. Pete stated an ordinance is in place regarding where unleashing animals are permitted. (leashes required unless dogs are swimming in the Rum and next to the Radio Tower)

Meeting adjourned at 7:15 pm

Next meeting March 6, 6:30 at the Legion

Respectively submitted,
Cindy Biederman, Sec.

Park Commission Minutes

March 6, 2018

Members Present: Pete Pederson, Matt Follmuth, Lynn Gallice, Joe Wildman, and Dan Meyer.

Pete Pederson – City Report

Discussed the following items for future projects at Rec Park:

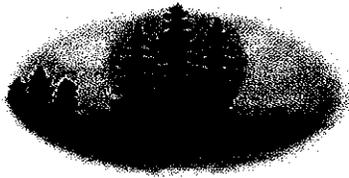
- Asphalt walkway through park, between ball fields, then west toward the river, then south toward existing paved trail. Discussed a distance designation sign for trail.
- Asphalt parking areas added east and west of Gorecki building.
- Sidewalk around newly parking area lead to and from the Gorecki building.
- Dock on wheels (removable) north side of the walking bridge, on the Rum River. Lynn Gallice will be able to meet at the park this Spring to discuss buffer for the river and dock placement.
- Possible shelter for shade near the splash pad.
- Move and downsize the hockey rink. Hope to figure out the water issues for the rink to make ice better for next season.
- Develop signage for designated cross-country ski trails and snowshoe trails. Skiers upset with people who walk and snowshoe over tracks. Not everybody knows to stay off of the ski trails.
- Signage for walking trails.

Idea for project in the 2020s.

- Separate basketball and skate park/skateboard area. People try to play basketball while others are skating. Both are used often. Designate the current area as the skate park. Establish a new basketball court west of current court.

Next meeting: Tuesday, April 3 at Rec Park.

Submitted by Matt Follmuth



Milaca

Public Works

320-983-6457

Public Works Supervisor's Report for February-March 2018

Public Works:

- Assembled street signs, will begin installation soon.
- Jetting frozen storm sewers.
- Plowed/shoveled out hydrants.
- Renewed and upgraded water licenses at Minnesota Rural Water Conference.
- Separating items to be sold in spring auction.

Parks:

- Obtained bids for park grant applications.
- Completed disc golf signs.
- Warming house closed for season 2-28.

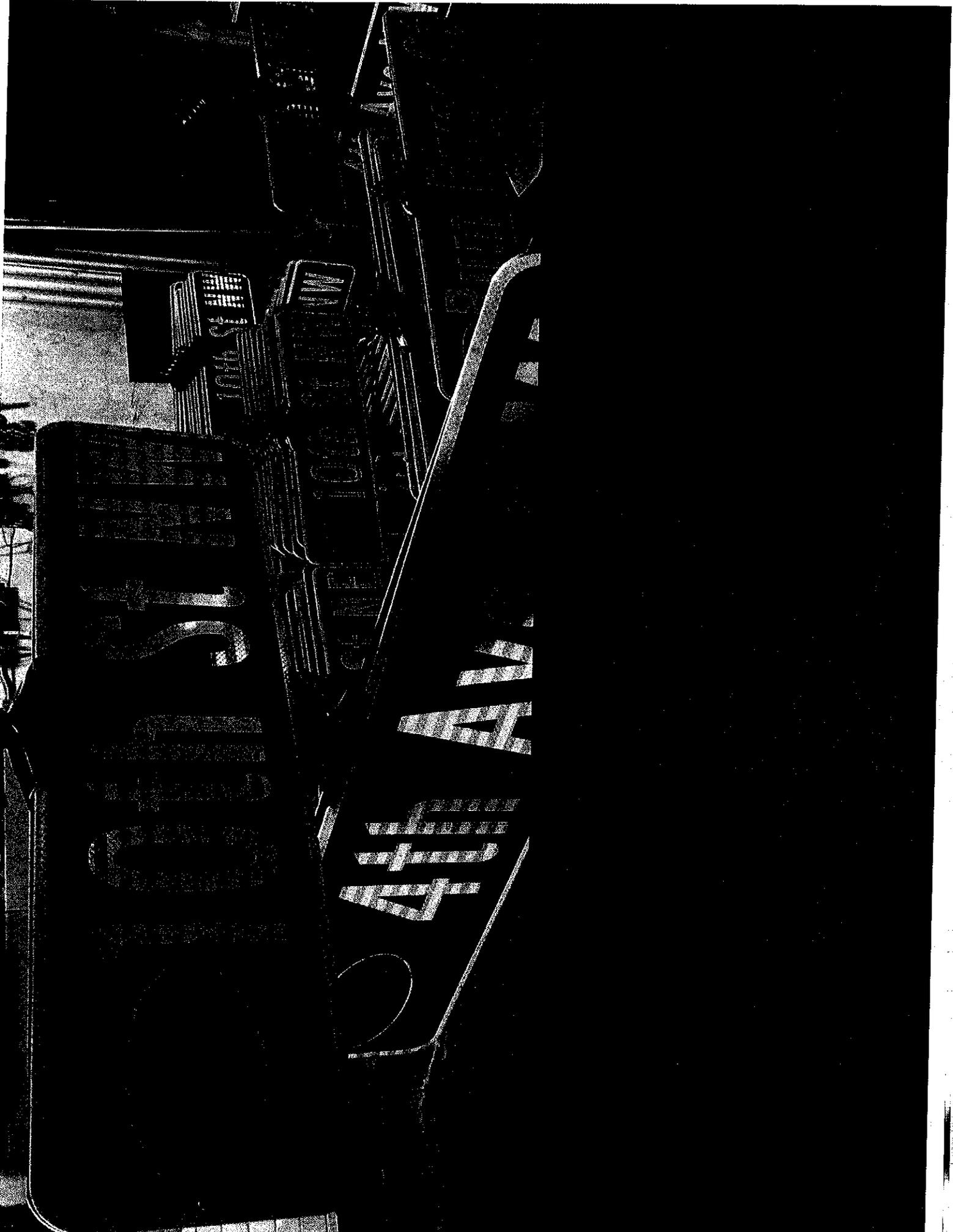
Mechanics:

- Constructed a workbench with station for sharpening lawn mower blades.

Airport:

- Plowed runway twice.





MILACA PLANNING COMMISSION

STAFF REPORT

Subject: 18-03 Preliminary and Final Plat Request

Owner: Kwik Trip Inc

Applicant: Kwik Trip Inc.

Location: 920 1st St. E.

Existing Zoning: B-2 General Business District

Request: Preliminary and Final Plat

Date of Public Hearing: March 12, 2018

Reported By: Marshall Lind

Application Submitted:

Kwik Trip Inc. has submitted a Preliminary and a Final Plat for the Kwik Trip property. It would be one (1) lot. The zoning of B-2 General Business District already applies to the property.

Comments:

There are a few easements that needed to be established on the existing property that were not currently in place. The storm water easement that goes across the property would be relocated. The City Engineer is requiring Kwik Trip to plat the property showing the correct easements for the utilities that already exist on the property.

The property will maintain its existing lot, block and plat name.

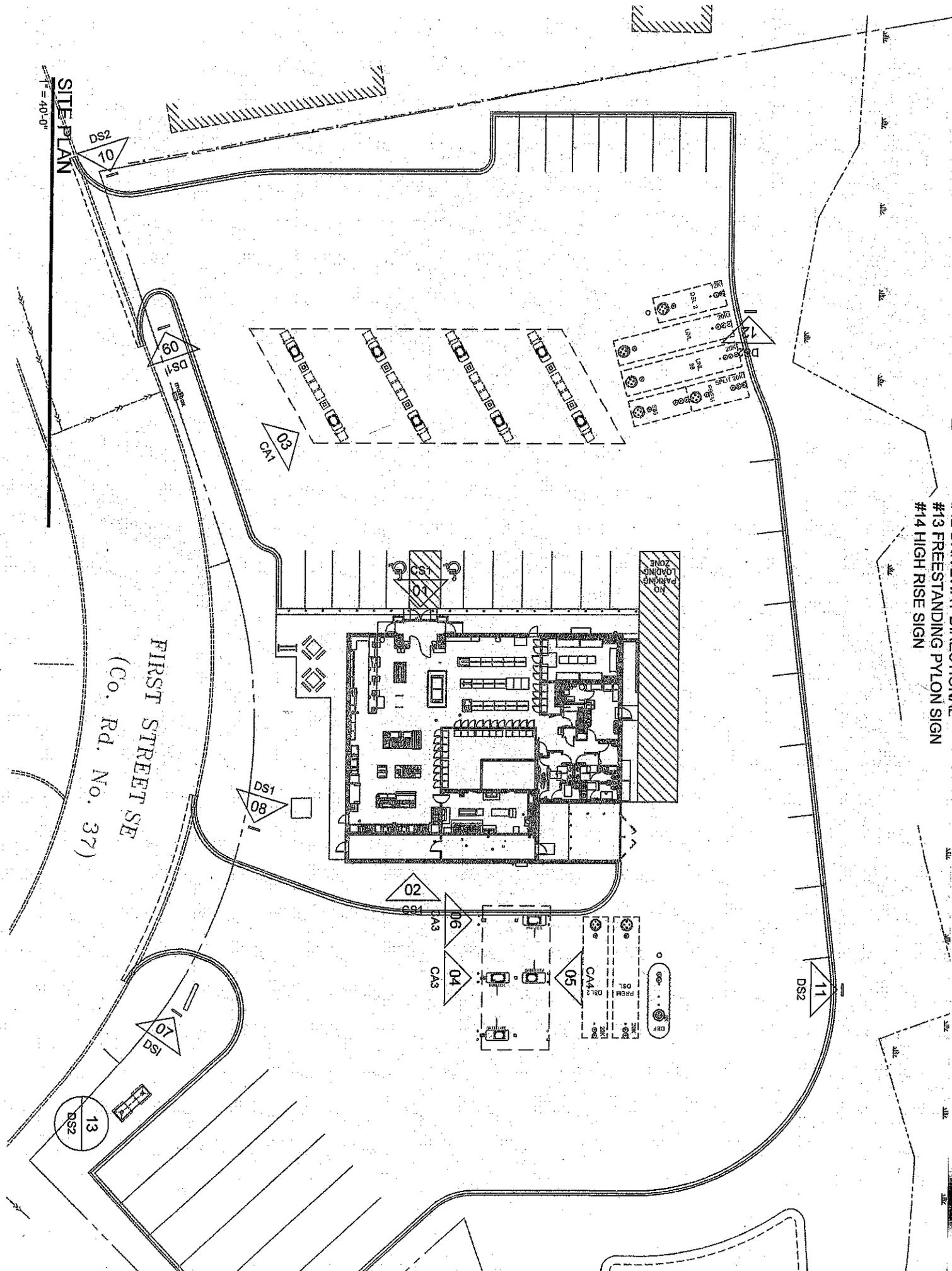
Staff Recommendation:

Staff would recommend approval of the preliminary and the final plat for the Kwik Trip property.

SITE PLAN
1" = 40'-0"

FIRST STREET SE
(Co. Rd. No. 37)

#13 FREESTANDING PYLON SIGN
#14 HIGH RISE SIGN



MILACA PLANNING COMMISSION

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MILACA WAS DULY HELD ON THE 9th DAY OF OCTOBER 2017, AT 255 1st ST. E. FOR THE PURPOSE OF PUBLIC HEARING AND REGULAR MEETINGS.

UPON ROLL CALL, THE FOLLOWING MEMBERS WERE PRESENT:

Scott Harlicker X	Mike Cassens		
Luke Kotsmith	Sherie BillingsX	Arla Johnson X	Pam Novak X

EX-OFFICIO MEMBERS:

Marshall Lind, Building Official/ Zoning X

Laurie Gahm, Liaison

Others Present:

Public Hearing – for a request from City Council to make additions to Ordinance 413, Chapter 97 Rental Code Title IX: General Regulations. Chapter 98 Crime Free Rental Housing Program Certification. Chapter 99 Fire Code Title IX: General Regulations. Licensing of Rental Property Fee Schedule. Rental Property Checklist.

Planning Commissioner Harlicker opened the public hearing and asked for comments or questions.

No one present to ask questions

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

The Regular Planning Commission was called to order and roll call was taken.

Motion was made by Commissioner Billings to approve the minutes of the August 14, 2017 planning commission meeting. Second by Commissioner Johnson.

Motion passed unanimously

Commissioner Harlicker stated the next item on the agenda is the Rental Code and are there any questions?

Commissioner Billings asked how do we know who has a rental property?

Lind stated that we really have no idea, but all property must have the home owner as the water bill recipient, so if they are not living at the property, we believe they are renting it.

Commissioner Billings asked if there needs to be something put in the paper.

Lind stated that for the public hearing, it was in the legal ads in the paper on September 28, 2017. It was also posted to the City webpage and there is notice on the front of City Hall.

Commissioner Harlicker stated that he believes it is a good program, the city he works in has it and it has helped with the rental housing. Commissioner Harlicker asked if there is going to be an education part of the ordinance.

Lind stated that is in the Crime Free Housing Program Certification ordinance that every owner or their agent will have to take an 8 hour class. Either by our police department or another agency.

Commissioner Novak asked if this would include the nursing home.

Lind stated that all facilities licensed by the State of MN would be except.

Commissioner Billings asked about what is Phase I.

Lind stated that all rentals start in Phase I, and then if there are any problems or violations they could be moved to a Phase II before revoking a license.

Commissioner Billings asked if the Planning Commission would be the ones to revoke a license.

Lind stated that actually City Council is the only ones that can revoke a license. The City Manager can refuse to issue a license but the owner would be able to appeal to City Council.

Commissioner Novak asked how long would the City take to before it is enforced.

Lind stated that is going to be up to City Council. City Council could grant time for all rentals to bring their homes into compliance and the City needs to have the police department ready to do the classes that are required to get a license.

Harlicker asked Lind if he would be the one implementing this program.

Lind stated that he did not believe he would be doing the licensing, that he would be doing the inspections and with cooperation with the police department make sure the property is eligible to be licensed.

Commissioner Billings asked about lock boxes, does every rental unit have to have a lock box.

Lind stated only the ones with multi units in one building.

Commissioner Billings made the motion to adopt Ordinance 413. Chapter 97 Rental Code Title IX: General Regulations as written. Commissioner Johnson seconded that motion.

Motion **passed** unanimously.

Commissioner Johnson made the motion to adopt Chapter 98 Crime Free Rental Housing Program Certification as written. Commission Billings seconded that motion.

Motion **passed** unanimously

Commissioner Billings made the motion to adopt Chapter 99 Fire Code Title IX: General Regulations as written. Commissioner Johnson seconded that motion.

Motion **passed** unanimously

Commissioner Johnson made the motion to add the Licensing of Rental Property Fee Schedule to the City Fee Schedule as written. Commissioner Billings seconded that motion.

Motion **passed** unanimously

The Rental Property Checklist is not in ordinance, Planning Commission voted **unanimously** to approve the checklist as written.

Commissioner Harlicker stated that next thing on the agenda is the Coin-Tainer property.

Lind explained that Coin-Tainer burnt down over two years ago, City Ordinance 156.111 state:

Materials from the demolition of structures in the city shall not be buried in the city. The foundation walls and foundations must be removed from the site of demolished buildings

Lind stated that Mr. Walters did come in and see him. Mr. Walters stated that he would like an extension on the time, because he has been working with Winkleman Builders about constructing another building. The building would be 30,000 sq. ft. and they know they cannot use the same foundations or footings, so the building would be 5 feet wider on each side and they would use the

existing slab for the floor. Mr. Walters explained about the jobs he creates and the people he employs. Mr. Walters asked for another year, he didn't want the expense of removing the concrete, footings and foundations if he would be able to use them again.

Commissioner Harlicker made the motion to grant Mr. Walters 6 months extension before having to remove the debris. Commissioner Johnson seconded that motion.

Motion **passed** unanimously

With no other business a motion to adjourn was made by Commissioner Johnson, second by Commissioner Billings.

Motion **passed** unanimously

Minutes respectfully submitted by,

Marshall Lind

Marshall Lind
Zoning Administrator

Full minutes can be heard on tape on file



Store Engineering

FAX 608-793-6237

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

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

Letter of Intent

February 16th, 2018

To whom it may concern,

This letter is intended to accompany our submittal for our application to the City of Milaca for the required Conditional Use Permit application, Preliminary Plat Request Application, and Variance Permit (high rise sign & size of sign on fuel canopy) for our proposed project at 920 1st Street E (NW Corner of HWY 23 and First Street).

Kwik Trip, Inc. is proposing the construction of a convenience store with an attached dumpster enclosure, auto fueling canopy, and separate diesel fueling canopy. Included in the submittal is: 1 copy full submittal (Digital Email), 16 copies (11 x 17) Civil Plans, 16 copies (11x17) Sign Plan, 16 copies (11x17) High Rise sign, 5 copies ALTA with legal description, and (8.5 x 11) copies of all other documents requested. Also included is one copy of the Stormwater management plan.

The proposed method of operation for this development will be consistent with that for our existing convenience stores within the area. The requested hours of operation will be 24 hours for all uses. The type of products that will be sold will be similar to that of our existing stores: gasoline, in line diesel, E-85, groceries, bakery and dairy, hot and cold food and beverages, tobacco products, lotto, convenience store merchandise, ice, and propane. The outside merchandising of products is being requested next to the store (ice and propane) and merchandising under the gas canopy. The proposed store is projected to have between 25-30 full and part time employees, with 2-8 on staff at any given time.

The proposed architectural plan will consist of a brick facade with standing seam metal roof. The building and canopy fascia will tie in with franchise colors. We have recently revised our prototype plans to have a larger retail floor area as well as kitchen and mechanical space all on the main level with no basement. The total estimated project costs excluding land and equipment is \$2,000,000.

Kwik Trip would be happy to provide any additional information or answer any questions or concerns you may have with our submission. Please feel free to call me with any questions.

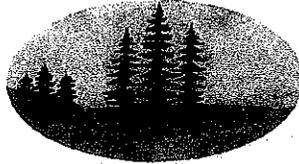
Sincerely,

Nathan Byom
Kwik Trip, Inc - Store Engineering
Development/Project Manager
608-791-7448
nbyom@kwiktrip.com

OUR MISSION

To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.

CITY OF MILACA



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

APPLICATION FOR CONDITIONAL USE PERMIT

Application is hereby made for a Conditional Use Permit for (description of Conditional Use Permit)

The approval of a convenience store in a R-2 zoning district. This is an allowed use by conditional permit.

Address of Property: 920 1st Street East, Milaca, MN 56353

Owner Name: Hewitt TPA, Inc. (under contract)

Owner Address: 1626 Oak St., PO Box 2107
Street Address

La Crosse WI 54602
City State Zip Code

Telephone: (608) 791-7448

Applicant's Name: Hewitt TPA, Inc. (Nathan Byorn - Project Manager)

Applicant's Address: 1626 Oak St., PO Box 2107
Street Address

La Crosse WI 54602
City State Zip Code

Applicant Telephone: (608) 791-7448

The following information is submitted in support of this application:

Completed Application for Conditional Use Permit

Fee of \$200

Legal Description of property attached (*on ALTA in site plan*)

Depending on the Conditional Use Permit requested, the following may be required:

 X 16 copies of a Site Plan

 X 16 copies of a Sign Plan

 16 copies of any other appropriate plans or drawings

A narrative explaining the purpose of the request, the exact nature of the Conditional Use Permit, and the justification of the request. *Letter of Intent.*

Other

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

Applicant's Signature *Mark P Ryan*

Date *2/15/2018*

Comments/Revisions *IT IS requested the permit is good for 18 months.*

Received By:

City Agent's Signature *Michelle*

Date *2/21/18*

MILACA PLANNING COMMISSION

STAFF REPORT

Subject: 18-01 Conditional Use request

Applicant: Kwik Trip Inc.

Location: 920 1st St. E

Zoning: B-2 General Business District

Request: To have a Gas Station

Date of Public Hearing: March 12, 2018

Reported By: Marshall Lind

Application Submitted:

The application for a conditional use to have a gas station located in the B-2 General Business District.

Comments:

The applicant is asking to gas station located in the B-2 General Business District. Ordinance 156.039 B-2, General Business District:

(A) Purpose. The General Business District is designed and intended to promote the development of uses which require large concentrations of automobile traffic. The district is also designed to accommodate those commercial activities which may be incompatible with the uses permitted in the B-1 District, and whose service is not confined to any one neighborhood or community.

(F) Uses requiring a conditional use permit.

(7) Gas Stations, Service Stations

Ordinance 156.150 (D) The Planning Commission shall consider possible adverse effects of the proposed conditional use. Its judgement shall be based upon, but not limited to, the following factors:

- (1) Relationship to the city's growth management system/Comprehensive Plan;
- (2) The geographical area involved;
- (3) Whether the use will tend to or actually depreciate the area in which it is proposed;
- (4) The character of the surrounding area; and

(5) The demonstrated need for the use.

156.150 (G) For all Conditional Uses, the following conditions shall be met;

(1) The land area and setback requirements of the property containing the use or activity shall be established for the district.

(2) Where applicable, all city, state, and federal laws, regulations, and ordinances shall be complied with and all necessary permits secured.

(3) Adequate off-street parking and loading shall be provided in accordance with 156.075.

(4) The proposed water, sewer, and other utilities shall be capable of accommodating the proposed use.

(5) The street serving the proposed use or activity shall be of sufficient design to accommodate the proposed use or activity, and the use or activity shall not generate such additional extra traffic to create a nuisance or hazard to existing traffic or to surrounding land uses.

(6) All access roads, driveways, parking areas, and outside storage, service, or sales areas shall be surfaced or grassed to control dust and drainage.

(7) All open and outdoor storage, sales, and service areas shall be screened from view from the public streets and from abutting residential uses or districts.

(8) All lighting shall be designed as to have no direct source of light visible from adjacent residential area or from the public street.

(9) The use or activity shall be properly drained to control surface water runoff.

(10) The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence.

(11) Where Structures combine residential and non-residential uses, these uses shall be separated and provided with individual outside access, and the uses shall not conflict in any manner.

Ordinance 156.075 Off-Street Parking and Loading Requirements Purpose:

It is the purpose of this subchapter to provide for the regulation of and design standards for off-street parking facilities within all zoning districts in the city, to minimize congestion on the public right-of-way, and to maximize the safety and general welfare of the public.

Ordinance 156.080 Change of Use or Occupancy; Parking Requirements:

No change of use or occupancy of land, or of use or occupancy of any building shall be made until there are furnished sufficient parking and loading spaces as required by this subchapter.

Ordinance 1566.084 Number of Required Spaces:

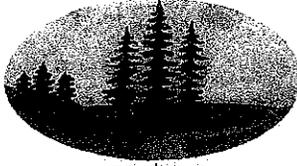
Automobile service station (Motor Fuel Station) 4 spaces plus 2 spaces for each stall

The applicant has submitted plans showing 12 gas/diesel fueling pumps. The total required parking would be 28 parking stalls. On the plan, it shows 34 parking stalls not including parking at the pumps themselves.

Staff Recommendation:

The property is located in the B-2 General Business Zoning District and the zoning ordinance does allow gas stations, service stations with a conditional use permit. The City does have a number of gas stations and service stations already located in the B-2 General Business Zoning District. The plans that have been submitted, the building meets all the required setbacks and it meets the required off-street parking requirements. I would support granting the Conditional Use request.

CITY OF MILACA



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

APPLICATION FOR VARIANCE

Application is hereby made for a Variance from (description of variance)

Request for signage on fueling canopy to be 12.1' in length (variance of standard 10'). Also request for a second free standing sign on the site with a height of 60', 150 sq ft ID panel & 102.66 sq ft price.

Address of Property: 920 1st ST EAST, Milaca, MN 56353

Owner Name: Hawk Trip, Inc. (under contract)

Owner Address: 1626 Oak St., PO Box 2107
Street Address

LaCrosse
City

WI
State

54602
Zip Code

Telephone: (608) 791-7448

Applicant's Name: Nathan Pyrom (Project Manager - Hawk Trip)

Applicant's Address: 1626 Oak St PO Box 2107
Street Address

LaCrosse
City

WI
State

54602
Zip Code

Applicant Telephone: (608) 791-7448

The following information is submitted in support of the application as described on the attached "Variance Procedures":

Completed Application for Variance

Fee of \$200

Legal Description of property attached

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

~~X~~ 16 copies of a Site Plan

~~X~~ 16 copies of a Sign Plan

_____ 16 copies of any other appropriate plans or drawings

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

Other

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

Applicant's Signature

Henry P. Brown

Date

2/16/18

Comments/Revisions

Received By:

City Agent's Signature

[Signature]

Date

2/21/18



Store Engineering

FAX 608-793-6237

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

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

February 16th, 2018

This letter is intended to provide you with the information for the requested variance for the high rise sign height.

Zoning Variance – Description of Request

This zoning variance request is for a 60' tall High Rise Sign and to have the logo on the fueling canopy be 12'1" for the proposed Kwik Trip located at 920 1st Street East (current site of Reiman Racing) to be visible to traffic on Hwy 169.

Justification for Request

We are requesting a high rise sign at our proposed new store site. We are requesting to exceed the maximum height of the current sign code for the zoning district which is limited to 30' in height. We are proposing to build a new sign that is 60' tall and has LED price displays (Unleaded & Diesel). We are also requesting the logo at on the fueling canopy to be 12'1" which is 2'1" over the allowed 10' length. The high rise sign and standard logo size will be an important factors for the proposed convenience store to be successful and a deciding factor for moving forward with this project.

The intention of the high rise sign is to make potential guests aware of our store and allow them to make an advance destination decision when approaching from either direction of travel. Without the high rise sign, traffic on Hwy 169 will not know the store exists because of the location of the site and distance from the Northbound off ramp. The logo size will allow potential customers to know about the fueling location which is backwards from normal due to site constraints.

The proposed sign will be an engineered structure and we can supply that info to you prior to construction. The sign has been designed at just under 203 square feet. All signage will be located on the upper portion of the sign to be viewed from Hwy 169. It our intention for the high rise sign to have the Kwik Trip logo and (2) LED Fuel pricers. The total proposed sign is 203.66SF. The proposed logo will be illuminated Kwik Trip logo of letters 2' high and 12'1" long with a total proposed area of 24.2SF.

There will be no direct access to our site near the west bound exit ramp from I-94 without some distance of travel. This sign and logo will provide a logical way to safely help customers identify and navigate to the site.

Kwik Trip would be happy to provide any additional information or answer any questions or concerns that you may have with this Zoning Variance Request. Please feel free to contact me with any questions or if you are in need of any additional information.

Sincerely,

Nathan Byom
Kwik Trip, Inc - Store Engineering
Development/Project Manager
608-791-7448
nbyom@kwiktrip.com

OUR MISSION

To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.

MILACA PLANNING COMMISSION

STAFF REPORT

Subject: 18-02

Owner: Kwik Trip Inc

Applicant: Kwik Trip Inc

Location: 920 1st St. E.

Existing Zoning: B-2 General Business District

Request: Variance to have two free standing signs on a single property. One sign exceeding the 30 feet maximum height requirements and a larger length of sign on the canopy.

Date of Public Hearing: March, 2018

Reported By: Marshall Lind

Application Submitted:

The applicant has submitted an application, a letter telling why they need the sign, plans showing a picture of what the sign is going to look like and a map, showing the location of the new signs

Comments:

Sec. 156.33 (E) Sign Ordinance states: One free-standing business sign, not exceeding 30 ft. in height nor exceeding 400 square feet in size on a single side of the sign on any single business premise, is permitted. More than one free-standing business sign on a single premise shall be permitted only by variance granted pursuant to Sec. 156.138. The free-standing business sign shall conform to all requirements of this section and shall also conform to Sec. 156.135(G). Any free-standing business sign shall not project onto or over any public right-of-way.

The applicant is asking for a variance to have two free standing signs. On page SP1 of the plans submitted, one sign will be #13, the other sign will be #14 and this is the sign that will be 60 feet in height.

On page CA1 shows the canopy sign. It shows the sign as 12 feet 1 inch long.

Sec. 156.138 Variances: The City Council following a public hearing by the Board of Adjustments and Appeals may issue a variance from the application of any section of this subchapter upon due application therefore, payment to the city of a fee as designated in Chapter 34 of this code, and in accordance with and pursuant to the provisions of Chapter 34.

Sec. 156.135(G): A permit will be issued only if the sign to be erected blends harmoniously with the scale of the neighborhood, does not distract or cause confusion to motorists and pedestrians and does not conflict with the purpose of this subchapter to preserve and enhance aesthetic value of the commercial areas. In furthering these objectives, the City Council may, as a condition of issuing the permit, place restrictions on the type of sign to be erected and maintained. These restrictions may include, but are not necessarily limited to, the size of the sign; the denial of use of lighting; the amount and type of lighting if lighting is permitted; the location of the sign on the property; and the type of construction to be used for the sign.

Chapter 34: Fees, Charges, and Rates.

According to the Cities sign ordinance, a sign variance is different than any other variance requests and that it doesn't have to meet Sect. 156.167 Conditions for Granting Variances. For granting a sign variance, it only needs to meet Sec. 156.135(G) and Sec. 156.138.

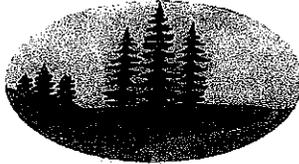
Staff Recommendation:

The placement of the new free standing signs would be along HWY 23 and would be 30 ft. tall, the other free standing sign will be 60 ft. tall and viewed from HWY 169. Neither of the signs would project onto or over any public right-of-way.

There is a sign at the Milaca Junction that exceeds the 30 ft. maximum height requirement. This was so that sign could be seen from HWY 169.

Staff would recommend granting this sign variance.

CITY OF MILACA



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

APPLICATION FOR PRELIMINARY PLAT REQUEST

Application is hereby made for a Preliminary Plat for

Subdivision Name: _____
Owner's Name: Hawk Trip, Inc

Legal Description of Property:
See attached ALTA Land Title Survey

Address of Property: 920 1st Street East, Milaca, MN 56353

Owner Name: Hawk Trip, Inc. (under contract)

Owner Address: 1626 Oak St. P.O. Box 2107
Street Address

LaCrosse WI 54602
City State Zip Code

Telephone: (608) 791-7448

Applicant's Name: Hawk Trip, Inc. (Nathan Ryan - Project Manager)

Applicant's Address: 1626 Oak St. P.O. Box 2107
Street Address

LaCrosse WI 54602
City State Zip Code

Applicant Telephone: (608) 791-7448

The following information is submitted in support of this application:

- Completed Application for Preliminary Plat
- Fee of \$200 plus \$10 per proposed lot or dwelling unit
- Escrow Fee of \$2000 for associated engineering and legal expenses
- Legal Description of property attached
- 16 copies of a Site Plan
- Other _____

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

Applicant's Signature Paul P. Ryan (Project Manager)

Date 2/15/2018

Comments/Revisions _____

Received By:

City Agent's Signature [Signature]

Date 2/21/18

PLEASE CONTACT CITY

OF MILACA AT

320-983-3141 IF YOU

WOULD LIKE TO VIEW

THE PLANS ON

KWIK TRIP



CITY OF MILACA SPECIAL EVENT PERMIT APPLICATION

Permit No. _____
Return to City Hall By: _____
Date of Application: _____

NAME OF SPECIAL EVENT: Conservation Day

TYPE OF SPECIAL EVENT: Parade _____ Runs/Walks _____ Other: Educational Event

Applicant's or Organization's Name: Milaca's Soil & Water Conservation District

Name of Contact Person: Maggie Kuchenbaker Daytime Phone: 320 983 2160

Address: 635 2nd St SE Evening Phone: _____
Milaca MN 56353 Fax Phone #: _____

Email Address: maggie.kuchenbaker@co.milaca.mn.us

Other permits may be required for your event. This application will allow you to apply for the Special Event Permit along with Street Closings, Banners/Signs, and Parade Permits. All information needed for these permits are attached to this application. You must obtain a separate application for Park/Shelter Reservations, Temporary 3.2. Malt Beverage license, or Fireworks Permit.

Starting Date May 16th, 2018 Starting Time 7:30 AM

Ending Date May 16th, 2018 Ending Time 1:00 PM

Estimated Number of Participants Attending the Event 250

Number of Sanitary Facilities existing Sanitary Locations _____

Where will Individuals Park School Buses in Parking Lot

Will Security Be Provided Yes No Explain Arrangements: _____

If using a public address system, give the location of speakers na

How will drinking water be provided attendees are instructed to bring their own

Will electricity be required, and if so, how will it be provided NO

How will refuse be disposed of in existing garbage cans

Will the Special Event require the use of a park/shelter Yes No
 (if yes, a park/shelter reservation form must be obtained from the City of Milaca)

***FOR CITY STAFF USE ONLY**
SPECIAL EVENT PERMIT ROUTING

SIGN IF APPROVED

COMMENTS

City Administration

Jimmy Hoff
3-7-18
(date)

Milaca Police Dept.

[Signature]
2/1/18
(date)

Street Dept.

[Signature]
3/1/18
(date)

Requesting entrance
into park to be
closed off. Baricades?

Building/Zoning Admin.

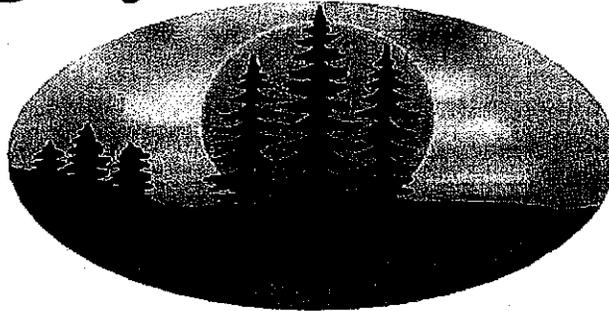
[Signature]
2/28/18
(date)

Fire Chief

[Signature]
2/22/18
(date)

RETURN COVER SHEET WITH YOUR SIGNATURE AND
COMMENTS TO CITY HALL AS SOON AS POSSIBLE.

City of Milaca



255 First Street East
Milaca, MN 56353

320-983-3141
320-983-3142 (fax)

www.cityofmilaca.org

March 8, 2018

DEED Headquarters
1st National Bank Building
338 Minnesota Street, Suite E200
St. Paul, MN 55101

RE: Mille Lacs County Opportunity Zone Application

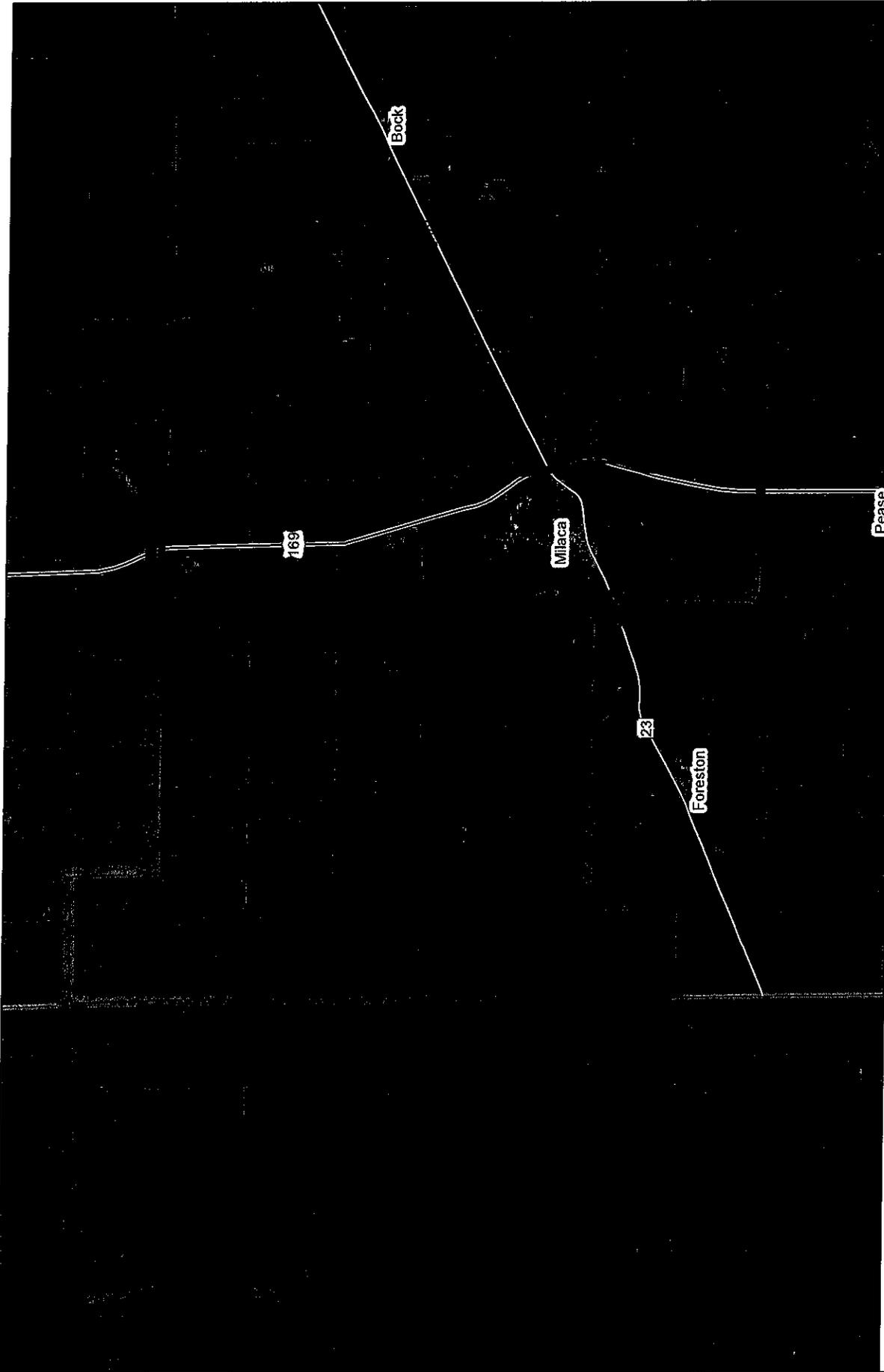
To Whom It May Concern,

On behalf of the City of Milaca I am writing in support of Mille Lacs County's Opportunity Zone application in census tracts 27095170500 and 27095170400 for the City of Milaca area. This designation will stimulate much needed investment in our area, which has struggled to grow its economy. We also support the designation of additional tracts within the County, as we recognize the value of economic development throughout the region.

As a city located within Mille Lacs County we have a vested interest in economic development in these tracts and the surrounding area. We are also excited by the opportunity to continue collaborating with Mille Lacs County and additional local partners, such as community and economic development organizations, educational institutions and nonprofits, and industry, to improve the economic outlook for the entire region.

Sincerely,

Tammy Pfaff
City Manager
City of Milaca

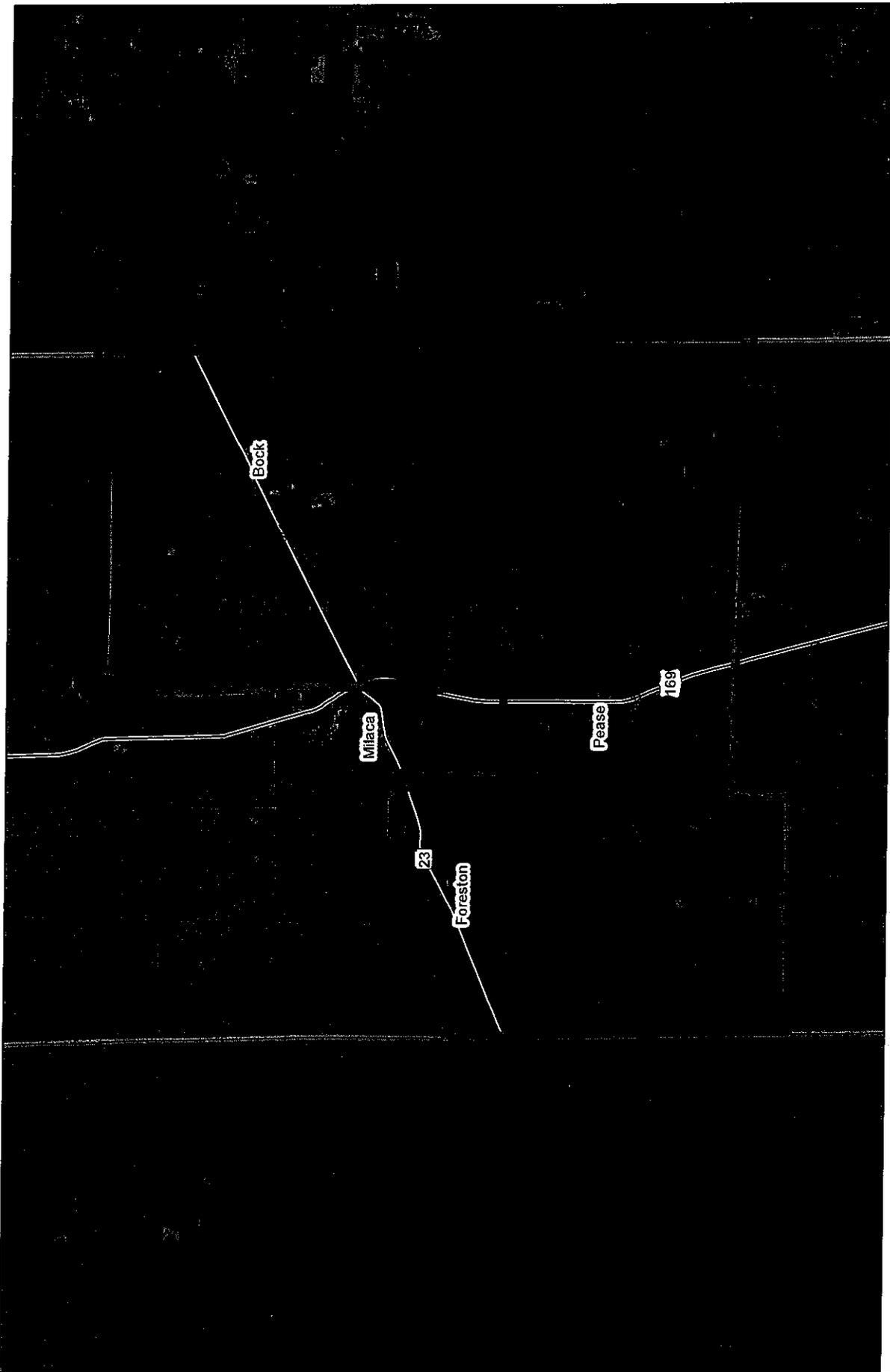


Tract 27095170500



Date: 3/2/2018

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose. This map is not a substitute for accurate field surveys or for locating actual property lines and adjacent features.



Tract 27095170400



Date: 3/2/2018

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability or fitness for any particular purpose. This map is not a substitute for accurate field surveys or for locating actual property lines and adjacent features.

m EMPLOYMENT AND ECONOMIC DEVELOPMENT

Opportunity Zones

Opportunity Zones are a new community development program established by Congress in the [Tax Cut and Jobs Act of 2017](https://www.congress.gov/bill/115th-congress/house-bill/117/text) (<https://www.congress.gov/bill/115th-congress/house-bill/117/text>) to encourage long-term investments in low-income and urban communities nationwide.

Background	Funds	Input	Timeline	Process	Completing the Process	Contact
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Background

Each Governor is authorized to designate 25% of the eligible census tracts¹ as Opportunity Zones in their state. In Minnesota, this means the Governor can designate 128² census tracts as Opportunity Zones out of an eligible 509 low-income census tracts. The Governor also has the option of including up to 5% of census tracts that are contiguous with an eligible census tract but are not themselves low-income tracts³. In Minnesota, the Governor could designate up to 74 tracts as contiguous out of the state's 128 designated Opportunity Zones.

This designation is due **March 21, 2018** with an extension potentially available for 30 days (April 20, 2018).

¹According to 26 U.C. Code § 1400Z-1, a population census tract is eligible for designation as an Opportunity Zone if it satisfies the definition of "low-income community" (LIC) in § 45D(e) of the Code.

²According to 26 CFR 601.601, Rev. Proc 2018-16.09: if the number of LICs in a State is not evenly divisible by 4, the 25 percent limitation is determined by rounding the fractional quotient up to the next whole number.

³Under 26 U.C. Code § 1400Z-1(e) of the Code, a tract that is not an LIC is eligible for designation if both of the following conditions are met: (1) The non-LIC tract is contiguous with an LIC that is designated as a QOZ (the contiguous LIC QOZ need not be in the same State.); and (2) The median family income of the non-LIC tract does not exceed 125 percent of the median family income of that contiguous LIC QOZ.

⁴According to 26 CFR 601.601, Rev. Proc 2018-16.09(3): If the number of designated QOZs in a State is not evenly divisible by 20, the 5 percent limitation is determined by rounding the fractional quotient up to the next whole number.

[back to top ↴](#)

m EMPLOYMENT AND ECONOMIC DEVELOPMENT

Opportunity Zones

Opportunity Zones are a new community development program established by Congress in the [Tax Cut and Jobs Act of 2017](https://www.congress.gov/bills/115th-congress/house-bill/1/text) (<https://www.congress.gov/bills/115th-congress/house-bill/1/text>) to encourage long-term investments in low-income and urban communities nationwide.

Background	Funds	Input	Timeline	Process	Completing the Process	Contact
------------	-------	-------	----------	---------	------------------------	---------

What are Opportunity Funds?

Opportunity Funds are a new class of private sector investment vehicles authorized to aggregate and deploy private investment into Opportunity Zones.

Opportunity Funds allow U.S. investors holding unrealized gains in stocks and mutual funds to pool their resources in projects located in Opportunity Zones, which will be invested in rebuilding low-income communities.

Opportunity Funds pool investments in Opportunity Zones.

U.S. investors are eligible to receive:

- A temporary tax deferral for capital gains invested in an Opportunity Fund.
- A step-up in basis for capital gains reinvested in an Opportunity Fund.
- A permanent exclusion from taxable income of capital gains from the sale or exchange of an investment in a qualified opportunity zone fund if the investment is held for at least 10 years.